VERSION 1.0

BOARD OF DIRECTORS MEETING

October 17, 2018

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

TODD HOUSE, BOARD CHAIRMAN

GENE GEHRT, BOARD CLERK

JEFF CROSS, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

LARRY STRAND, BOARD DIRECTOR

Superstition Fire & Medical District

Board of Directors Meeting Agenda

October 17, 2018

Mission Statement

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

---

Notice is hereby given to the General Public that the Superstition Fire & Medical District Governing Board will hold a meeting on Wednesday, October 17, 2018. 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 September 2018 financial reports and bank reconciliations. (BOD #2018-10-01)**

2. **Recognition of employee performance, achievements, and special recognition for community members. (BOD #2018-10-02)**

3. **Call to the Public. (BOD #2018-10-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 #2018-10-03):**
   A. Board Meeting Minutes from September 19, 2018
   B. 2019 Gold Canyon Arts Festival Medical Staffing Agreement
   C. The Pre-Planners GIS Agreement
   D. Purchase of Cradle Point (for 2nd provider for cell network)
   E. Agreement with The Salt River Project

5. **Discussion and possible adoption of Resolution #2018-10-17-17 formally adopting the Pinal County Community Wildfire Protection Plan. (BOD #2018-10-04)**

6. **Discussion and possible approval of the Affidavit of Compliance for the Board of Supervisors in Pinal and Maricopa Counties. (BOD #2018-10-05)**

7. **Discussion, presentation and possible approval of the 2017/2018 Annual Report and possible adoption of Resolution 2018-10-17-16, formally adopting the 2017/2018 Annual Report. (BOD #2018-10-06)**

8. **Discussion and possible approval of the Pinal County Community College District Affiliation Agreement. (BOD #2018-10-07)**

9. **Discussion and possible action to change the date and/or time of the November, 2018 Board of Directors Meeting. (BOD #2018-10-08)**

10. **Reports. (BOD #2018-10-09)**

- **<u>Senior Leadership Team (SLT)</u>:**
  Fire Chief Mike Farber
  Assistant Chief of Emergency Operations Richard Mooney
  Assistant Chief of Planning & Logistics Richard Ochs
  Finance Director Roger Wood
  Administrative Services Director Anna Butel

- **<u>Pension Board:</u> Board Clerk Gene Gehrt**
- **<u>Board Sanctioned Committees</u>**

11. **New Business / Future Agenda Items. (BOD #2018-10-10)**

12. **Announcements (BOD #2018-10-N/A)**

13. **Adjourn (BOD #2018-10-11)**

NOTICE: The Governing Board may go into executive session for the purpose of obtaining legal advice from the Fire District's attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3). One or more members of the Governing Board may attend the meeting telephonically.
Governing Board meeting agenda dated and posted (at least 24-hours before the scheduled meeting date and time).

Posted on: October 11, 2018
At: 1500 Hours
By: Sherry Mueller

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 24-hours before the Board Meeting.

Governing Board Meeting – October 17, 2018
Agenda Item: 1
BOD#: 2018-10-01

Agenda Item Title
Review and approval of the September 2018 financial reports and bank reconciliations.

Submitted By
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), 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), 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)

*Monthly Financials provided under separate cover

Recommended Motion
"Motion to approve the September 2018 financial reports and bank reconciliations."

Go To Item 2

Go to Agenda

Superstition Fire & Medical District

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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **September 2018:**

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

_____ _____

Todd House, Board Chair Date

Governing Board Meeting – October 17, 2018
Agenda Item: 2
BOD#: 2018-10-02

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

Submitted By
Fire Chief Mike Farber
Acting Assistant Chief Richard Mooney

Background/Discussion
This is a recurring monthly item to provide the Board with information concerning superior employee performance, achievements, and special recognition for community members.

October Anniversaries:

19 Years:

Engineer / Paramedic **Mitch McCollough**

Captain / Paramedic **Craig Horvath**

Captain / Paramedic **Dave Pohlmann**

Captain / Paramedic **Jeremy Rocha**

11 Years:

Firefighter / Paramedic **Sammy Ramirez**

Firefighter **Chris Robson**

Captain / Paramedic **John Walka**

4 Years:

Firefighter / Paramedic **Jason Chapman**

Firefighter **Sean Matuszewski**

Firefighter / Paramedic **Jay Nelson**

Firefighter **Casey Schreiner**

Firefighter **Joe Stiglitz**

Firefighter **Andrew Tryon**

Firefighter **Colt Weddell**

3 Years:

Firefighter **Wes Fimbrez**

Firefighter **Trace Leggett**

Firefighter **Trey Schow**

Fire Mechanic II **Roger Nasello**

Go to Item 3

Go to Agenda

2 Years:

Emergency Medical Technician **Sarah Koupal**

1 Year:

Emergency Medical Technician **Chris Wohlforth**

Official Pinning Ceremony – Engineer

Engineer Ryan Ledbetter

Engineer Bill Tavares

Governing Board Meeting – October 17, 2018
Agenda Item: 3
BOD#: 2018-10-N/A

Agenda Item Title
Call to the Public

A.R.S. §38-431.01(H)
A public body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the public body.

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

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

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

Scheduled
None

Go to Item 4

Go to Agenda

Governing Board Meeting – October 17, 2018
Agenda Item: 4
BOD#: 2018-10-03

Agenda Item Title

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

A. Board Meeting Minutes from September 19, 2018 – **Appendix A**

B. 2019 Gold Canyon Arts Festival Medical Staffing Agreement – **Appendix B**

C. The Pre-Planners GIS Agreement – **Appendix C**

D. Purchase of Cradle Point – **Appendix D**

E. Agreement with The Salt River Project – **Appendix E**

Background/Discussion

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

Recommended Motion

"Motion to approve the consent agenda items for October 17, 2018."

Go to Item 5

Go to Appendices

Go to Agenda

Governing Board Meeting – October 17, 2018
Agenda Item: #5
BOD#: 2018-10-04

Agenda Item Title
Discussion and possible adoption of Resolution #2018-10-17-17 formally adopting the Pinal County Community Wildfire Protection Plan.

Submitted By
Assistant Chief Rick Ochs

Background/Discussion

- The Protection Plan is a local plan to address and reduce the wildland fire risk to Superstition Fire and Medical District and Pinal County as whole.
- Was first developed in 2009, and revision began in October of 2017.
- The Pinal County Board of Supervisors agreed to the plan on August 8, 2018.
- Benefits to the SFMD:
  - ✓ Plan determines wildland interface boundaries
  - ✓ Plan gives priority for Federal Mitigation Grant Funding
  - ✓ Does not obligate the District to any policy or expense.

Financial Impact(s)/Budget Line Item

Enclosure(s)

Recommended Motion
"Motion to adopt the Pinal County Community Wildfire Protection Plan"

Go To Item 6

Go to Agenda

Louis Andersen
Public Works Director

Scott Bender
County Engineer

Greg Stanley
County Manager

PINAL COUNTY
WIDE OPEN OPPORTUNITY

2018 Pinal County Community Wildfire Protection Plan

PINAL COUNTY OFFICE OF EMERGENCY MANAGEMENT

What is a Community Wildfire Protection Plan?

- A local plan to address and reduce the wildland fire risk to Superstition Fire and Medical District and Pinal County as whole;
- Collaboratively developed by our local governments and fire agenicies, with assistance from State and Federal agencies;
- Identifies and prioritize areas for fuel reduction treatments;
- Recommends measures that can be taken to reduce ignitability of structures;
- Encourages community involvement and promotes economic development.

History and Past Council Actions

- The plan was first developed in 2009;
- The current revision process began on October 17, 2017;
- The revision process included a core team composed of elected officials, local fire departments, state and federal forestry and fire agencies, electric utilities, and subject matter experts;
- The Pinal County Board of Supervisors Agreed to the Plan on August 8, 2018.

What are the benefits to the Town of Kearny?

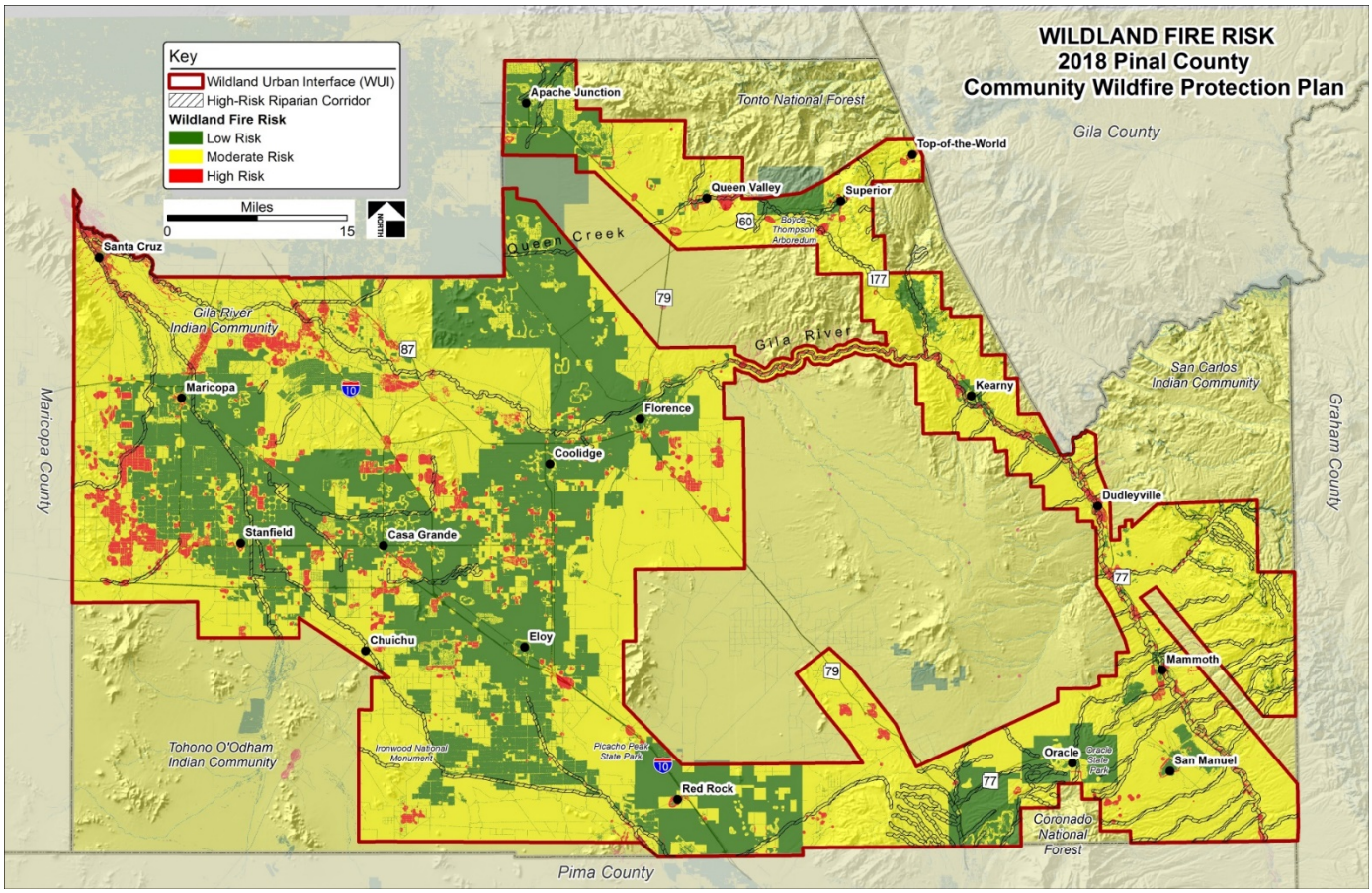
- Gives local government and fire chiefs a critical role in the development of the plan who along with the state, must agree to the plan;
- Establishes locally determined and approved wildland urban interface boundaries;
- Gives priority for federal mitigation grant funding, to the maximum extent possible, to communities that have adopted a plan;
- Requires federal agencies implementing fuel reduction projects to give priority to projects that are identified in the plan;
- Does not obligate Superstition Fire and Medical District to any policy, project, or expenditures.

Public Works Department

31 N. Pinal Street, Building F., PO Box 727 Florence, AZ 85132
T 520-509-3555 **Hours:** M-F 8:00 am – 5:00 pm **F** 520-866-6511

www.pinalcountyaz.gov

PINAL COUNTY
WIDE OPEN OPPORTUNITY



The 2018 Pinal County Community Wildfire Protection Plan can be found online at:

pinalcountyaz.gov/EmergencyManagement

RESOLUTION NO. 2018-10-17-17

A RESOLUTION ADOPTING THE PINAL COUNTY COMMUNITY WILDFIRE PROTECTION PLAN

WHEREAS, the Working Group for the Pinal County Community Wildfire Protection Plan (CWPP), acting under the authorities granted by the Healthy Forests Restoration Act, has caused to be prepared and submitted to the Superstition Fire and Medical District Governing Board, the Pinal County Community Wildfire Protection Plan for a resolution of support; and

WHEREAS, areas within the County of Pinal are located in a recognized Wildfire Hazard Zone; and

WHEREAS, the Pinal County CWPP Working Group has collaborated with community members, forestry specialists from the State Forestry, the Bureau of Land Management, United States Forest Service and representatives from city fire departments, fire districts and other agencies as required under the Healthy Forests Restoration Act; and

WHEREAS, the Pinal County CWPP Working Group identified and mapped the wildland urban interface boundary within the Pinal County geographical area; and

WHEREAS, the Pinal County CWPP Core Teams identified 26 communities for potential risk within the wildland urban interface boundary; and

WHEREAS, the Pinal County CWPP provides priorities for hazardous fuels reduction planning and wildfire prevention in communities at risk within the wildland urban interface boundary; and

WHEREAS, the Pinal County Community Wildfire Protection Plan is a living document which includes strategies for the yearly monitoring and evaluation of hazardous fuels reduction projects and revised priorities; and

NOW, THEREFORE, BE IT RESOLVED THAT, the SUPERSTITION FIRE AND MEDICAL DISTRICT GOVERNING BOARD adopts the Pinal County Community Wildfire Protection Plan for the SUPERSTITION FIRE AND MEDICAL DISTRICT.

PASSED AND ADOPTED this 17th Day of October, 2018

INSERT APPROPRIATE TITLE

ATTEST:

_____ _____

Secretary of the Board Date

_____ _____

Gene Gehrt Date

Clerk of the Board

Governing Board Meeting – October 17, 2018
Agenda Item: #6
BOD#: 2018-10-05

Agenda Item Title
Discussion and possible approval of the Affidavit of Compliance for the Board of Supervisors in Pinal and Maricopa Counties.

Submitted By
Fire Chief Mike Farber
Board of Directors Secretary Sherry Mueller

Background/Discussion
This item comes before the Board of Directors per ARS §16-229, stating that the Superstition Fire & Medical District has complied with all Federal and State election laws for the 2018 SFMD Board Election Process.

Financial Impact(s)/Budget Line Item
N/A

Enclosure(s)
Affidavit of Compliance

Recommended Motion
"Motion to approve the Affidavit of Compliance stating that the SFMD has complied with all Federal and State election laws and to direct staff to send the Affidavit of Compliance to both Pinal and Maricopa Counties."

Go To Item 7

Go to Agenda

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

AFFIDAVIT OF COMPLIANCE

This is to certify that the Superstition Fire & Medical District has complied with all applicable Federal and State Election Laws for the General Election to be held on November 6, 2018.

Superstition Fire & Medical District

_____
Clerk of the Board

Subscribed and sworn to before me on the _____ day of October, 2018.

_____
Notary Public

My commission expires on: _____

Governing Board Meeting – October 17, 2018
Agenda Item: 7
BOD#: 2018-10-06

Agenda Item Title:
Discussion, presentation, and possible approval of the 2017/2018 Annual Report and possible adoption of Resolution 2018-10-17-16, formally adopting the 2017/2018 Annual Report.

Submitted By:
Mike Farber, Fire Chief
Anna Butel, Administrative Services Director

Background/Discussion:
This item comes before the Board on an annual basis. Fire Chief Mike Farber will present to the Board the 2017/2018 Annual Report. Key items included in the report:

- SFMD implemented an additional unit at station 263 enhancements included;
  - A significant reduction in district-wide response times (39 seconds)
  - A reduction in fire spread in structure fires
  - A 35% increase in achieving 2 Engines and 1 Ladder on structure fires.
- In SFMD's second year of Ambulance Transports 5122 patients were transported to local hospitals and SFMD exceeds response time compliance rates set forth by the AZ Department of Health Services
- 1,115 people were trained in hands only CPR
- SFMD was awarded a SAFER grant for $2,003,706.00 from FEMA (Staffing for Adequate Fire & Emergency Response)

Financial Impact:
N/A

Enclosure(s):
2017/2018 Annual Report

Resolution 2018-10-17-16

Recommended Motion:
"Motion to approve the 2017/2018 Annual Report and adoption of Resolution 2018-10-17-16: Formally Adopting the 2017/2018 Annual Report "

Go to Item 8

Go to Agenda

RESOLUTION 2018-10-17-16
SUPERSTITION FIRE AND MEDICAL DISTRICT MEDICAL
ADOPTING THE 2017/2018 ANNUAL REPORT

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, FULLY ADOPTING THE 2017/2018 SFMD ANNUAL REPORT.

WHEREAS, the Board acknowledges the importance of receiving an Annual Report each Fiscal Year to recognize the accomplishments and determine key initiatives for the next fiscal year; and

WHEREAS, the Annual Report continually has linkage to the SFMD Operational Plan, and the SFMD Strategic Plan;

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

That the Superstition Fire & Medical District Board of Directors fully adopts the 2017/2018 SFMD Annual Report.

PASSED AND ADOPTED THIS SEVENTEENTH DAY OF OCTOBER, 2018 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Todd House, Board Chairman	*Gene Gehrt, Board Clerk*
Jason Moeller, Board Director	*Larry Strand, Board Director*
Jeff Cross, Board Director	

Governing Board Meeting – October 17, 2018
Agenda Item: #8
BOD#: 2018-10-07

Agenda Item Title
Discussion and possible approval of the Pinal County Community College District Affiliation Agreement.

Submitted By
Assistant Chief Rick Ochs

Background/Discussion
This agreement states that Central Arizona College (CAC) will provide the Fire District with annual funding in the amount of $6440 for the enrolment of one district employee into the CAC paramedic program. In exchange for this money, the SFMD agrees to allow CAC paramedic students to complete field internship on our apparatus and with our paramedics.

Financial Impact(s)/Budget Line Item
N/A

Enclosure(s)
Pinal County Community College District Affiliation Agreement

Recommended Motion
"Motion to approve the Pinal County Community College District Affiliation Agreement"

Go To Item 9

Go to Agenda

PINAL COUNTY COMMUNITY COLLEGE DISTRICT

CENTRAL ARIZONA COLLEGE
8470 N. Overfield Road
Coolidge, AZ 85228

AFFILIATION AGREEMENT

PARTIES: THIS AGREEMENT is between the PINAL COUNTY COMMUNITY COLLEGE DISTRICT (the "CENTRAL ARIZONA COLLEGE" or "CAC", as the context requires), and the SUPERSTITION FIRE AND MEDICAL DISTRICT ("SFMD").

PURPOSE: The purpose of this agreement is to support internship/clinical educational opportunities for CAC Emergency Medical Technician (EMT), Advanced Emergency Medical Technician (AEMT) and Paramedic students.

TERMS:

1. ACCESS TO VEHICULAR EQUIPMENT.

   a. SFMD will allow EMT, AEMT and Paramedic access as passengers on their apparatus for vehicular internship/clinical education experience.

   b. SFMD will maintain all patient care during all vehicular internship/clinical education experience.

   c. CAC will instruct students to maintain confidentiality and students shall not document on any SFMD patient care reports.

   d. If this Agreement is for placement in a setting where "protected health information" as defined in 45 C.F.R. §160.103 is shared with students and SFMD is a Covered Entity for purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), then students shall function as part of SFMD's "workforce" as defined in 45 C.F.R. §160.103 and shall be responsible for providing assigned students with appropriate training and supervision with regard to SFMD's HIPAA policies and procedures. CAC shall be responsible for providing students with general, introductory information regarding HIPAA prior to their assignment to SFMD. CAC agrees to comply with FERPA, and to require that each student comply with all requirements established by SFMD, or state or federal law pertaining to information considered private or confidential, or information considered protected under the terms of HIPAA. In addition, if directed to do so by SFMD, CAC shall execute, and shall require its students to execute, such agreements as necessary in order to protect the privacy rights of the patient or to comply with HIPAA, including but not limited to the execution of a business associate agreement. CAC shall require its students to abide by the requests set forth herein.

e. If this agreement is for placement in a setting where "education records" as defined in 34 C.F.R. §99.3 are shared with students and CAC is an Educational Agency or Institution subject to the Family Educational Rights and Privacy Act of 1974 ("FERPA"), then CAC shall be responsible for providing assigned students with appropriate training and supervision with regard to the CAC's FERPA policies and procedures. CAC shall be responsible for providing students with general, introductory information regarding FERPA prior to their assignment to SFMD.

f. SFMD may, in its absolute discretion, cause any student to be immediately removed from the Program, if SFMD believes that the conduct of the student endangers the life, health or safety of any person or patient, or if SFMD believes that student's participation in the Program interferes with or is inconsistent with the expectations of SFMD protocol or conduct.

g. SFMD shall be entitled to establish protocol for a student's conduct and participation in the Program, and shall be entitled to modify, limit or eliminate any protocol, or a student's participation in the Program, as SFMD determines necessary and appropriate consistent with its protocol and requirements, and taking into consideration the safety of any patients of any employees of SFMD.

h. SFMD may require a background check on any student prior to participating in the Program. Any costs associated with said background check will be the sole responsibility of the student or CAC. SFMD may, in its absolute discretion, deny any student participation in the Program upon discovery any information concerning said student which SFMD determines is not conducive for someone involved in a public service position. CAC shall obtain any consent requested by SFMD for the desired background check and SFMD may refuse to permit any student to participate in the Program should they refuse to provide the requested consent

2. FEES.

a. In consideration for educational support (vehicular internship/clinical education experience) with SFMD, CAC agrees to pay SFMD $6,444.00 per year. CAC will remit funds to SFMD by check. In turn, said funds are solely for use by SFMD in enrollment of its employees to the CAC paramedic program.

b. SFMD may enroll one (1) student per year calculated at $6,444.00 for said tuition and fees. SFMD will remit funds to CAC by check.

INSURANCE/LIABILITY/INDEMNIFICATION:

3. CAC and SFMD agree to defend, indemnify and hold each other harmless including employees, agents, faculty, directors, officers and affiliate corporations and their respective officers, directors and employees from all loss, cost, expense injury or damage, including reasonable attorney's fees, for professional liability, personal liability, public liability, and property damage, relating directly to the negligent acts or intentional misconduct of the other while on SFMD premises pursuant to the Program, provided however, nothing herein shall be construed to expand the liability of any party or its employees beyond the gross negligence/intentional misconduct standard applicable to emergency medical technicians or

paramedics providing emergency medical aid as provided for in A.R.S. §48-818. CAC also agrees to indemnify, defend and hold harmless SFMD, its directors, officers, employees, agents, attorneys and assigns against any and all claims which may arise under the False Claims Act (FCA) or under the qui tam provision of the FCA during or after SFMD's participation in the Program. This indemnification provision shall survive the termination of the Agreement, for up to one (1) year.

4. CAC will provide the sole cost and expense for each student to have professional liability coverage. SFMD will require $1 million per occurrence, $3 million in the aggregate.

OTHER:

5. ADDITIONAL OBLIGATIONS:

   a. CAC will schedule students at least one week in advance of participation. Only one student will be scheduled on an apparatus at one time. Vehicular hours are 08:00-20:00, no over-night vehicular will be scheduled or allowed.

   b. CAC will ensure that the students meet the vaccination requirements of SFMD. TB Skin test within the last year; Tdap within the last 10 years and MMR or titer. Students are responsible for their own health insurance. In the event of an emergency, the agency will provide such emergency care. The student will be responsible for any charges generated.

   c. CAC will provide training in infection control, OSHA (Occupational Safety and Health Act), Blood Borne Pathogens, HIPPA (Health Insurance Portability and Accountability Act of 1996), Standard Precautions, Tuberculosis and use of personal protective equipment. Student dress code is attached to this agreement.

   d. Superstition Fire and Medical District Vehicular Student and Dress Code Requirements:
      - Student must have had infectious control training prior to being scheduled
      - Student must have had HIPPA training prior to being scheduled
      - Student must have had ACLS training prior to being scheduled if AEMT/Paramedic
      - Student must inform the SFMD preceptor of his/her capabilities and comfort ability in relation to their assessment and skills.
      - Student must be well groomed
      - SFMD is a tobacco-free agency and does not allow smoking in or around our facilities.
      - Student must wear black safety toe shoes/boots
      - Student must wear long navy blue uniform style pants
      - Student must wear program-sponsored shirt (Short sleeve, long sleeve or sweatshirt).
        - Shirt must indicate that they are a student, which class **program the student is from, but may not indicate another agency.**
        - Student may only be scheduled from 08:00-20:00 hours unless pre-authorized by the Division Chief of EMS/Training.

   e. Infectious Control Exposures. In the event that a student has an infectious control exposure, the Superstition Fire and Medical District will follow the First District policies and procedures regarding exposures. The student is responsible for notifying their program and/or agency for any specific direction that may need to be taken.

f. Both parties warrant that they comply with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Both parties shall take affirmative action to ensure that they will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.

g. CAC and SFMD agree to comply with all applicable Federal, State, and local laws, including but not limited to, the following:

(i). Drug Free Work Environment;
(ii). Infection Control;
(iii). Criminal Background Checks;
(iv). Other standards of the Centers for Medicare and Medicaid Services ("CMS");
(v). Other applicable standards of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO"); or Healthcare Facilities Accreditation Program (HFAP)"
(vi). The Occupational Safety and Health Act ("OSHA");
(vii). Other regulatory, licensing, and accrediting organizations to which CAC or SFMD are bound to abide or to which SFMD deems, in its sole discretion, to subscribe.

h. Each party ("indemnitor") agrees to indemnify, defend, and hold harmless the other party ("indemnitee") from and against any and all claims, damages, losses, liability, costs, or expenses (including reasonable attorney's fees)(collectively "claims") arising out of bodily injury on any person (including, but not limited to, death) or property damage, but only to the extent that such claims resulting vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

i. No provision of this Agreement shall be deemed to constitute either party, or any agent or employee of either party, as an agent or employee of each other. Each party assumes full responsibility for the actions or inactions of its own personnel while performing services under this Agreement and each shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding taxes and social security), workers' compensation, and disability benefits of its own employees. CAC and SFMD do not consider the student an agent or employee of SFMD for liability or workers' compensation purposes, but, rather, a student in the clinical practicum and/or internship/externship education phase of the student's professional development.

j. In no event shall SFMD be responsible for special or consequential damages. CAC shall also communicate to its students the fact that SFMD is not receiving any financial compensation from any student participating under the terms of this Agreement, and as such, SFMD shall not be responsible for a refund of any tuition, fees or costs incurred by said student.

k. It is not contemplated that any party to this Agreement will contribute equipment or property in furtherance hereof. To the extent there is a contribution, pursuant to the provisions of A.R.S. § 11-952(B)(4), in the event of termination any property contributed by either party shall be returned to the respective party.

l. This Agreement is entered into for the benefit of CAC and SFMD, and shall not be construed to be a third-party beneficiary contract for any third party, including any student participant hereunder, who may be injured as a result of any act or omission occurring as a result of the conduct or performance of a student under this Agreement. If requested, each student participating under the terms of this Agreement shall execute a release for the purpose of holding SFMD harmless from and indemnifying SFMD against any claims for any act, omission or conduct of a student.

6. Termination

a. Either party may terminate this Agreement pursuant to the requirements of A.R.S. § 38-511.

b. This Agreement may be terminated by either party giving written notice to the other party at least sixty (30) days prior to the commencement of the next succeeding semester or CAC term. In that event, CAC shall be responsible for finding a location or other Program for any student to complete their training. Upon the termination of this Agreement, either by natural expiration or by termination noticed by either party, SFMD shall have no further obligation for the continued training of any student enrolled under the Program as set forth in this Agreement, and CAC shall hold SFMD harmless from and indemnify SFMD against any claim for damages or costs incurred by a student affected by such termination.

c. Notwithstanding the above, in the event this Agreement is terminated by CAC, SFMD may, in its discretion, continue mentoring any student currently enrolled in the program until such time as that program has been completed. In that event, this Agreement shall continue as to that student only, for purposes of mentoring said student, until the completion of that student's participation in the then current segment of the program.

IT IS MUTUALLY AGREED THAT:

I. THIS AGREEMENT shall start on June 21, 2018 and automatically renew every year for five years, terminating on June 21, 2023.

II. It is expressly recognized by the parties that no employment, contractual or agency relationship exists between SFMD and any students participating in the training program established by this Agreement. Nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture by the parties hereto. Services performed by students pursuant to this Agreement will be within the established and written requirements of the certification being pursued and as required of every candidate for that certification.

III. This Agreement shall be governed by the laws of the State of Arizona.

IV. If any provision of this Agreement, or any applicable provisions thereof to any person, shall be found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, and the application thereof to other persons or circumstances, shall not be impaired, and shall be enforced to the fullest extent permitted by law.

V. This Agreement constitutes the entire agreement between CAC and SFMD. Any changes or modifications shall be accomplished by amendment to this Agreement executed by the duly authorized representatives of the parties

CENTRAL ARIZONA COLLEGE
8470 North Overfield Rd.
Coolidge, AZ 85128

BY: _____
Chris Wodka
Vice President of Finance and
Administrative Services

Date:_____

SUPERSTITION FIRE AND MEDICAL DISTRICT

BY: _____ Signature
_____ Name (print)
_____ Title
_____ Address
_____ Address

Date:_____

Governing Board Meeting – October 17, 2018
Agenda Item: #9
BOD#: 2018-10-08

Agenda Item Title
Discussion and possible action to change the date and/or time of the November 2018 Board of Directors Meeting.

Submitted By
Fire Chief Mike Farber

Background/Discussion
The next Board of Directors Meeting in November 2018 is scheduled for the day before Thanksgiving (Wednesday, November 21, 2018 at 5:30 p.m.). Senior Staff would like to recommend possible alternative dates/times for the November meeting:

- Tuesday, November 20, 2018 at 5:30 p.m.
- Wednesday, November 21, 2018 at 1:30 p.m.

Financial Impact(s)/Budget Line Item
N/A

Enclosure(s)
N/A

Recommended Motion
"Motion to change the date and/or time of the November 2018 Board of Directors Meeting to _____ date/time."

Go To Item 10

Go to Agenda

Governing Board Meeting – October 17, 2018
Agenda Item: 10
BOD#: 2018-10-09

Agenda Item Title
Reports

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.

- **Senior Leadership Team**
- **Labor**
- **Pension Board**
- **Board Sanctioned Committees**

Recommended Motion:
N/A

Go to Item 11

Go to Agenda

Governing Board Meeting – October 17, 2018
Agenda Item: 11
BOD#: 2018-10-10

Agenda Item Title
New Business / Future Agenda Items

Submitted By
Board of Directors

Background/Discussion
This item is used as a placeholder to discuss New Business / Future Agenda Items, the Board may want on a future agenda.

Financial Impact
N/A

Enclosure(s)
N/A

Recommended Motion:
N/A

Go to Item 12

Go to Agenda

Governing Board Meeting – October 17, 2018
Agenda Item: 12
BOD#: 2018-10-n/a

Agenda Item Title
Announcements

Background / Discussion
The BOD and staff may share and discuss items to be placed on future BOD agendas.

Recommended Motion:
N/A

Go to Item 13

Go to Agenda

Governing Board Meeting – October 17, 2018
Agenda Item: 13
BOD#: 2018-10-11

Agenda Item Title
Adjournment

Recommended Motion:
"Motion to adjourn the Board meeting."

Go to Agenda

Appendix A

A. Board Meeting Minutes from September 19, 2018

Submitted By
Board Clerk Gene Gehrt
Board Secretary Sherry Mueller

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

Enclosure(s)
September 19, 2018 Board Meeting Minutes

Superstition Fire & Medical District

Phone (480) 982-4440 ~ 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

September 19, 2018

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, SEPTEMBER 19, 2018. 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 PM.

A. Call to Order

Chairman House called the meeting to order at 5:30 PM.

B. Pledge of Allegiance

The Pledge of Allegiance was led by Director Moeller.

C. Roll Call

Board Members in attendance were Chairman Todd House, Clerk Gene Gehrt, Director Jason Moeller, and Director Larry Strand. Not in attendance was Director Jeff Cross.

Senior Leadership Team in attendance were Fire Chief Mike Farber, Assistant Chief Richard Ochs, Assistant Chief Richard Mooney, Administrative Services Director Anna Butel, and Finance Director Roger Wood.

Legal Counsel William Wittington was in attendance, along with Lauren Daniel filling in as Board Secretary.

1. Review and approval of the August 2018 financial reports and bank reconciliations. (BOD #2018-09-01)

Motion by Director Moeller to approve the August 2018 financial reports and bank reconciliations.

Seconded by Director Strand.

Vote 4 ayes, 0 nays, **MOTION PASSED.**

2. **Recognition of employee performance, achievements, and special recognition for community members. (BOD #2018-09-02)**

September Employee Service Anniversaries were recognized:

33 Years of Service:	Fire Chief **Mike Farber**
27 Years of Service:	Assistant Chief **Rick Ochs**
26 Years of Service:	BSO/Captain/Paramedic **Mike Paul**
20 Years of Service Awards:	Firefighter **Nat Erickson**
	Engineer **Kevin "Shorty" Johnston**
	Assistant Chief **Rich Mooney**
	Engineer **Jose Sepulveda**
18 Years of Service:	Engineer **John Taylor**
16 Years of Service:	Engineer/Paramedic **Jim Crowley**
	Captain/Paramedic **Craig Halver**
	Engineer **Aaron McDonald**
13 Years of Service:	Captain/Paramedic **Ruben Briones**
	Captain/Paramedic **Tanner Fox**
	Engineer **Rob McMinn**
	Firefighter/Paramedic **Randy VandeKrol**
12 Years of Service:	Firefighter/Paramedic **Eric Ellsworth**
	Captain/Paramedic **Dustin Farber**
	Firefighter/Paramedic **Ken Simkins**
1 Year of Service:	EMT **Jack Hafer**

Recognition of Community Member:

E Board Member Jon Williamson introduced the owners of the Hitching Post Saloon and recognize them for their efforts in fundraising for SFMD Engineer Jim Crowley.

Chairman Todd House spoke about the event and thanked Mo for their efforts in putting on such a great event.

3. Call to the Public. (BOD #2018-09-N/A)

No requests from anyone in the Public to speak.

4. Consideration and possible approval of all consent agenda items listed below (BOD #2018-09-03):

A. Board Meeting Minutes from August 15, 2018

B. Special Board Meeting Minutes from September 6, 2018

C. Executive Session Minutes from August 15, 2018

Motion by Director Strand to approve all consent agenda items.

Seconded by Clerk Gehrt.

Vote 4 ayes, 0 nays, **MOTION PASSED.**

5. Discussion, presentation, and possible approval of the 2018/2019 Operational Plan and possible adoption of Resolution #2018-09-19-15, formally adopting the 2018/2019 Operational Plan. (BOD #2018-09-04)

Fire Chief Mike Farber spoke briefly to introduce the 2018/19 Operational Plan. He noted that the Operational Plan is approved each September and encompasses all the efforts of the current fiscal year that have been included in the budget. Chief Farber also mentioned that Administrative Services Director Anna Butel had done the work to create this document, and he turned the time over to her to go over the document.

Administrative Services Director Anna Butel explained that this document is the culmination of efforts of all divisions and departments of the SFMD and its members. Everyone has put in an active role to create this. Due to the changing landscape of the administrative staff, this document has changed from previous years. The new format includes divisions and departments of the District, rather than the categories of Organizational Development, Professional Development, Community Safety and Survivability, and Employee Safety and Survival. Those categories are still encompassed in the initiatives within this document, but the organization of the document is now based on divisions and all the departments within those divisions. This design change is meant to assist managers that use this document in finding their initiatives in a

more effective manner. The day-to-day activities have also been removed from the document, leaving only the larger projects and initiatives that are being worked on this year.

Key initiatives in this year's document include moving Engine 263 from pilot status to permanent status, subleasing the RTC to create an additional revenue stream, the hiring of firefighters through the SAFER grant, and the implementation of the Lexipol policy software. There are several other initiatives, but these are a few of the larger items.

Clerk Gehrt stated that the document looks good. Director House stated that the document looks good. The new format will make it easier to navigate, and the Board appreciates all the hard work that went into the document.

Motion by Director Moeller to approve the 2018/19 Operational Plan and to adopt resolution #2018-09-19-15 formally adopting the 2018/19 Operational Plan.

Seconded by Clerk Gehrt

Vote 4 ayes, 0 nays. **MOTION PASSED.**

6. **Discussion, presentation and possible direction regarding potential Earned Leave Policy changes. (BOD #2018-09-05)**

Fire Chief Mike Farber stated that per the direction of the board at the last meeting, he completed a survey of other fire districts and fire departments to see how they handle earned leave buyouts. The goal is to minimize sick leave usage and also minimize over time staffing. In addition to the information listed below for other valley and state fire agencies, Chief Farber stated that he and the Senior Leadership Team would be preparing a few different proposals that could be implemented at SFMD. These proposals will contain financial impacts as well as how many employees would be eligible.

Agency Name	Retirement	Incentive
City of Chandler Annual accrual: 133.64 hours	Unused sick leave is paid out at 50% upon retirement.	Employees with at least 1,400 hours of sick leave, and 17 years of service with the department are entitled to a 17-3 buyout. For 3 years, the employee receives an additional 5.1 hours of sick leave per pay period.

Town of Gilbert Annual accrual: 134.4 hours	Payout rate of 50% for 0-10 years of service. Payout rate of 100% for 11-20 years of services.	After 780 hours, any sick leave not utilized during the year will be paid out in December for a total of 96 hours at 50% of hourly rate.
City of Mesa Annual accrual: 134.4 hours	Unused sick leave is paid out at 50%.	Any sick leave accumulated over 1,456 hours is automatically converted to vacation leave at a 1:1 ratio. (Vacation is paid out a full value upon retirement, where sick time is not. Non-retirement separation does not have a payout.)
City of Tempe Annual accrual: 134.4 hours	Unused sick leave pays out at 60%.	Employees who have accumulated 1,400 hours of sick leave, and have at least 17 years of service with the department, are entitled to a 4.6% pay increase of their base pay for 6 years. Employees with 1,000 hours of sick leave, and have at least 17 years of service with the department, are entitled to a 2.75% increase of their base pay for 6 years.
Northwest Fire District	Utilizes PTO (Paid Time Off) rather than Sick/Vacation. PTO is paid out at 100%.	No Incentive
Golder Ranch Fire District	Up to 672 unused sick hours will be paid out at 50% of the employee's current hourly rate.	No Incentive
City of Phoenix	Employees with at least 2,400 unused sick hours pays out at 60%. Employees with at least 1,800 unused sick hours pays out at 60% for all hours over 540. Employees with at least 1,260 unused sick hours pays out at 35% for all hours over 630.	No Incentive

Golden Valley Fire District	No payout due to budget constraints.	No Incentive
Eloy Fire	Pays out 25% of sick leave after separation of 15 years of continuous service.	No Incentive
Copper Canyon Fire & Medical District	No payout at retirement or resignation.	No Incentive
For Mojave Mesa Fire District	Unused sick hours pays out at 50%.	No Incentive
Highlands Fire District	No payout at retirement or resignation.	No Incentive
Tri-City Fire District	Employees with at least 5 years of service receive a 1/3 payout of unused sick leave upon termination or retirement.	No Incentive
Riorico Fire	Unused sick leave is paid out at 25% at retirement.	No Incentive
Green Valley Fire District	Pays out 25% "across the board"	No Incentive
Sedona Fire	0-4 years: No payout 5-9 years: 50% payout 10-14 years: 75% payout up to 600 hours – any hours over 600 are paid out at 50% 15+ years: 100% payout up to 600 hours – any hours over 600 are paid out at 50%	No Incentive
Central Arizona Fire & Medical (CAFMA)		Provides incentives when sick leave thresholds are reached that allows them to increase the hourly rate of the employees.
City of Scottsdale	Unable to get any information.	

Director House asked if Senior Leadership would be speaking with Labor for input on next month's proposals. Chief Farber replied that he has been in contact with Labor during this process and will continue to keep them involved.

No motion – not an actionable item.

7. **Discussion and possible approval of making Engine 263 a permanent Engine Company. (BOD #2018-09-06)**

Fire Chief Mike Farber stated that the pilot program for E263 had helped SFMD achieve improvement in meeting the NFPA 1710 standard of three units (engines or ladders) and one battalion chief on scene within 8 minutes at 90% of the time in the first unit within 4 minutes.

This past month, a fire occurring on E. Kachina shows response times with the first unit arriving in 2:41, and a total of 6 units responding and on scene in less than 8 minutes. This type of response increases survivability and decreases property loss.

The second fire last month was at 1350 S. Warner and had 4 units responding within 8 minutes, with 1 additional unit arriving just 1 second over that.

Just this past week and not included in the presentation, a fire occurred on Gregory St. Only 1 unit arrived within 4 minutes – however, E261 and E263 were on other medical calls and weren't available. If we had not had this extra unit, the next closest unit would have been E217 coming from Signal Butte and Baseline in Mesa, which would have been a significantly longer response time. This was a $220,000 potential loss, with only around $14,000 worth of damage.

We should expect to see a change in SFMD's Public Protection Class rating from ISO when we request for them to complete another evaluation.

Travel times have continued to remain faster, with an 8-month average time savings of 39 seconds. This additional unit has done exactly what it was intended to do, which was decrease response times, as well as reduce sick time (down 37% from last year) and employee burnout at the busier stations.

Chief Farber requested that the Board move E263 from pilot status to permanent status, especially with the news that SFMD had received an award for the SAFER grant. Additionally, as part of this approval, there are 2 Engineer positions that he would like to make permanent that are currently in acting status.

Director House asked if this permanent status had been budgeted for. Chief Farber responded that this was budgeted for. Initially this was to be covered with overtime. Once the October 2018 and January 2019 Firefighter academies have been completed, this will be covered with new permanent firefighter positions. Scottsdale also received the SAFER grant, which requires us to get the new

employees on the payroll within 180 days. So we will likely be doing one of these academies with them.

Director House asked what exactly the SAFER grant covers. Chief Farber responded that it is a 3-year grant period to cover Firefighter wages, with year 1 covering 65%, and years 2 and 3 covering 35%. A few of the employees currently in the DROP program, have end dates within the next 3 years. That includes Chief Farber, Chief Ochs, and Engineer Blackstone, to name a few. If anyone else leaves during this period, the SAFER grant allows us to replace them. The grant allows us to hire up to 12 employees, but we are starting with 7.

Motion by Director Strand to approve making Engine 263 a permanent Engine Company.

Seconded by Clerk Gehrt

Vote 4 ayes, 0 nays. **MOTION PASSED.**

8. Reports. (BOD #2018-09-07)

Senior Leadership Team (SLT):

Fire Chief Mike Farber

- Today, there was discussion among Senior Leadership to purchase new Cradlepoint devices and antennas as part of the initiative to install the new MCTs. This was not a budgeted item, though there is money to cover this in the 200 Fund. Preliminary quotes bring this to approximately a $17,000 cost. The Cradlepoint devices are capable of toggling between two cell phone carriers, allowing better connectivity for our frontline apparatus.

  Clerk Gehrt asked if there was money in the 200 Fund to cover this. Finance Director Roger and Administrative Services Director Anna Butel believe that it may affect other initiatives, but offsets can be made to cover this item.

- AJUSD agreement to sublease the unused portions of the RTC was signed last month. Chief Ochs is continuing to work with the AZ Department of Forestry to get a new agreement in place.

- Chief Ruiz from Tempe Fire was out to present on Leadership at the Captain's Conference – around 40 employees attended that training.

- 6 New Part Time Transport Services Employees
  - Shane Gereg
  - Jessica Crim

- Steve G. Gereg
- Ryan Markham
- Matt Bruno
- Brent Barraza

Assistant Chief of Emergency Operations Richard Mooney

- Last month's fires:
  - Detached garage fire on 5232 E. Superstition Blvd. Tender operations were utilized since there were no hydrants in the area.
  - The Gregory fire was a laundry room fire caused by a dryer malfunction. They did an outstanding job and contained that to the room of origin.
- Training:
  - EMS Training – Airway
  - Fire Training – Incident Command, several employees recertifying for Blue Card
  - Ladder Training – Modern Ladder Behavior
  - TRT Training – Self-Rescue and Lead Climbing at the Rock Gym
  - Arizona State Fire School
    - SFMD hosted an Active Shooter Drill at the RTC
    - Added 3 more Driver's Trainers since one of our current trainers is in the DROP (Mark Blackstone) – Sepulveda, McCollough, and Crowley have now been added
- Operations Statistics – Total Incidents last month was 800 with 73% being Rescue and EMS calls (587)

Assistant Chief of Planning & Logistics Richard Ochs

- Growth at the Regional Training Center – Several years ago, AZ Department of Forestry originally had an IGA with SFMD for a single office space. They would now like to move more of their operations here to the RTC rather than in Phoenix. Those discussions are still ongoing. Two weeks ago, they came out with their financial person as part of determining

what they would be able to include in their sublease. The relationship has been good between them and our staff on site. They assist in several things on the campus, including landscaping that they can work on when they aren't deployed on other assignments, as well as combined training.

- Volunteer Jerome Hansen has been assisting Tina Gerola in Fire Prevention for some time now. He asked if SFMD would sponsor him at State Fire School to complete the Fire Inspector I class. He has some firefighting experience from back east, and he continues to want to serve and assist the community. He's been a great help to Tina so far and will continue to be an asset.
- Career Day at AJHS – SFMD attended the Career Day at AJHS
- AED/CCR and Stop the Bleeed Education at Mountain Brook Village – Partnered with Maricopa Integrated Health
    - Stop the Bleed training is becoming the standard and SFMD will be looking for ways to continue to incorporate it in our training with high school students.
- School Public Education for Grades Pre-K through 6th has begun now that the school year has begun
- Parks and Recreation event Mad Science Night on Friday, September 21st
    - Tina Gerola will be teaching Hands Only CPR
    - A crew will attend to participate in the popular watermelon rubber band bust competition
- Transport Services – Continue to see increases in transports from last year to this year. This department continues to grow and be self-sufficient.

<u>Administrative Services Director Anna Butel</u>

- SAFER Grant Award of $2 million – SFMD officially accepted the award on Thursday, September 13th. Timelines are being created to begin the hiring process to utilize that grant funding.
- Lexipol Policy Software – The implementation team has completed the 2 required webinars to begin working on the project. Initial focus will be on what Lexipol considers "Essential Policies" and those will be brought to the Board as they are ready for approval.
- GIS Mapping – SFMD has been working closely with Mesa Fire & Medical to address some challenges with GIS mapping. Updates coming with street network and address points. This

assists crews in the field with routing via the MCT in the truck. Map rollout from Mesa in the next few weeks. This item is an ongoing process.

Finance Director Roger Wood

- State Land Payment Update
  - District received payment for the October 2017 response to California through the assistance of Congressman Gosar.
  - Since June 2018, the District has incurred $392,616 in expense related to responses in states other than Arizona. This does not include the current deployment to Oregon (Tavares).
  - Receiving payment for these responses during this fiscal year will be crucial to cash flow for FY19/20 budgeting purposes.

Pension Board: Board Clerk Gene Gehrt

- Correction for previous numbers mentioned regarding employees in the DROP program. Clerk Gehrt shows 10 employees currently in the DROP, with 1 additional scheduled for next week's Pension Board Meeting.

Board Sanctioned Committees

- N/A

9. New Business / Future Agenda Items. (BOD #2018-09-08)

None.

10. Announcements (BOD #2018-09-N/A)

Director Moeller - Hurricane Florence relief efforts by the VFW. We will be collecting canned goods and gift cards for fuel and other necessities lost in the flooding.

11. Adjourn (BOD #2018-09-09)

Motion by Director Strand at 6:15 PM to adjourn the meeting.

Seconded by Clerk Gehrt.

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

Governing Board Approval:

_____

Gene Gehrt, Board Clerk

Lauren Daniel

Superstition Fire & Medical District

Governing Board Meeting

Wednesday, September 19, 2018
5:30 pm

Agenda Item #1

BOD # 2018-09-01

Review and approval of the August 2018 financial reports and bank reconciliations.

Agenda Item #2

BOD # 2018-09-02

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

33 Years of Service

Mike Farber
Fire Chief

27 Years of Service

Rick Ochs
Assistant Chief of Planning & Logistics

26 Years of Service

Mike Paul
BSO / Captain / Paramedic

20 Years of Service

Nat Erickson
Firefighter

Shorty Johnston
Engineer

20 Years of Service

Rich Mooney
Assistant Chief of Operations

Jose Sepulveda
Engineer

18 Years of Service

John Taylor
Engineer

16 Years of Service

Jim Crowley
Engineer / Paramedic

Craig Halver
Captain / Paramedic

Aaron McDonald
Engineer

13 Years of Service

Ruben Briones
Captain / Paramedic

Tanner Fox
Captain / Paramedic

13 Years of Service

Rob McMinn
Engineer

Randy VandeKrol
Firefighter / Paramedic

12 Years of Service

Eric Ellsworth
Firefighter / Paramedic

Dustin Farber
Captain / Paramedic

Ken Simkins
Firefighter / Paramedic

1 Year of Service

Jack Hafer
Emergency Medical Technician

Presentation of check for Jim Crowley by
The Hitching Post Saloon

Agenda Item #3

BOD # 2018-09-n/a

Call to the Public

A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

Agenda Item #4

BOD # 2018-09-03

Consideration and possible approval of all consent agenda items listed below.

a. Board Meeting Minutes from August 15, 2018
b. Special Board Meeting Minutes from September 6, 2018
c. Executive Session Minutes from August 15, 2018

Agenda Item #5

BOD #2018-09-04

Discussion, presentation and possible approval of the 2018/2019 Operational Plan and possible adoption of Resolution #2018-09-19-15, formally adopting the 2018/2019 Operational Plan.

2018/19 Operational Plan

- Collective Efforts of SFMD Members
- Organized by Division and Department
- Initiatives are Focused on Items Outside day-to-day operations
- Key initiatives include;
  - E263 to permanent status, sub-leasing the RTC, SAFER grant hiring, creating a Resource Division, and the implementation of Lexipol Policy software to name a few.

Agenda Item #6

BOD #2018-09-05

Discussion and possible direction regarding potential Earned Leave Policy changes.

Agency	Pay Out (Retirement)	Incentive
City of Gilbert Accrual rate 134.4 annually	0-10 years pays 50% 11-20 years 100%	After 780 hours, any sick leave not utilized during the year is paid out in December for a total to 96 hours. The payout is at 50% of hourly rate.
City of Mesa Accrual rate 134.4 annually	50%	Above 1456 hours will be automatically converted to vacation leave at a conversion rate of one to one.
City of Tempe Accrual rate 134.4 annually	60%	1400 hours and 17 years on they are entitled to a 4.6% pay increase off of their base pay for 6 years. 1000 hours allows for a 2.75% increase.
Northwest Fire District	-	NFD – utilizes Unileave -Non comparable
Golder Ranch Fire District	Up to 672 hours paid at 50%	No incentive

Agenda Item #7

BOD #2018-09-06

Discussion and possible approval of making Engine 263 a permanent Engine Company.

Fires – Impact of E263

534 East Kachina - 8/11/2018

Unit	Response Time	8 < Min
E263	2:41	✓
M263	2:47	✓
E261	4:55	✓
B261	5:25	✓
E262	7:07	✓
E217	7:31	✓

1350 South Warner - 8/16/2018

Unit	Response Time	< 8 Min
E209	4:35	✓
M263	5:42	✓
E217	6:22	✓
L263	6:55	✓
E219	8:01	✓
E212	9:03	
B202	12:26	

Travel Times with Additional Unit at 263

Agenda Item #8

BOD #2018-09-07

Reports
- Senior Leadership Team
- Labor
- Pension Board
- Board Sanctioned Committees

Fire Chief Report

- Purchase of Cradlepoint and antennas for the installation of new MCT's in primary apparatus
- AJUSD sublease agreement has been signed
- Chief Ruiz – (Tempe Fire) completed the 2nd Captain Conference on Leadership

Swearing In – Transport Services

- 6 New Part-Time Members
  - Shane Gereg
  - Jessica Grim
  - Steve G. Gereg
  - Ryan Markham
  - Matt Bruno
  - Brent Barraza

Operations Update

2018-64999
5232 E. Superstition Blvd.
C Shift
Detached Garage Fire
Tender Operations

Operations Update Continued

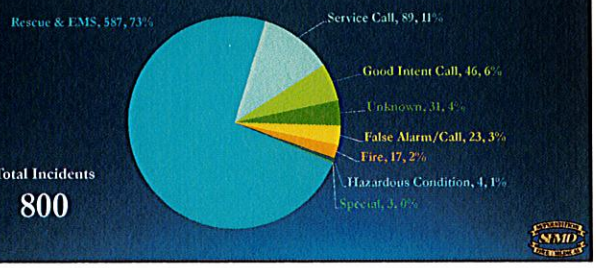
2018-73695
2584 W. Gregory
A Shift
Laundry Room Fire

Training

- EMS Training – Airway
- Fire Training – Incident Command
- Ladder Training – Modern Ladder Behavior
- TRT Training – Self-Rescue & Lead Climbing
- Arizona State Fire School – Active Shooter Drill at RTC
  - Added 3 more Driver's Trainers
  - Sepulveda, McCollough, and Crowley

Operations Statistics – August 2018

Incident Type Categories



Total Incidents

800

Planning & Logistics Update

- Growth of the Regional Training Center - Admin
- Volunteer Jerome Hansen now a Fire Inspector I
- Career Day at AJHS

Planning & Logistics

- AED/CCR & Stop the Bleed Education at Mountain Book Village - Partnered with Maricopa Integrated Health
- School Pub-Ed Begins for Grades Pre-K thru 6th
- Parks & Rec Mad Science Night – Hands Only CPR & SFMD
  - Firefighter will participate in the watermelon rubber band bust competition on Friday, Sept. 21st

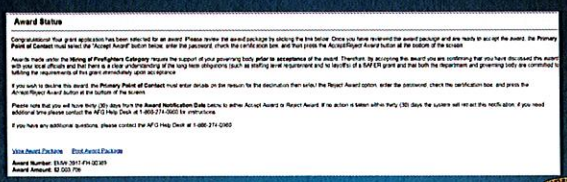
Transportation Services Update

Total Transports - Last Year vs This Year

Administrative Services Update

STAFFING FOR ADEQUATE FIRE & EMERGENCY (SAFER) GRANT

Award accepted on Thursday, September 13, 2018



Award Status

Congratulations! Your grant application has been selected for an award. Please review the award package by clicking the link below. Once you have reviewed the award package and are ready to accept the award, the **Primary Point of Contact** must select the "Accept Award" button below, enter the password, check the certification box, and then press the Accept/Reject Award button at the bottom of the screen.

Note: Items under the **Hiring of Firefighters Category** require the support of your governing body **prior to acceptance of the award**. Therefore, by accepting this award you are confirming that you have discussed this award with your local officials and that there is a clear understanding of the long term obligations (such as staffing level requirement and no layoffs) of a SAFER grant and that both the department and governing body are committed to fulfilling the requirements of this grant immediately upon acceptance.

If you wish to decline this award, the **Primary Point of Contact** must enter details on the reason for the declination then select the Reject Award option, enter the password, check the certification box, and press the Accept/Reject Award button at the bottom of the screen.

Please note that you will have thirty (30) days from the **Award Notification Date** below to either Accept Award or Reject Award. If no action is taken within thirty (30) days the system will reject this notification. If you need additional time please contact the AFG Help Desk at 1-866-274-0960 for instructions.

If you have any additional questions, please contact the AFG Help Desk at 1-866-274-0960.

View Award Package Print Award Package

Award Number: EMW-2017-FH-00389
Award Amount: $2,000,756

Administrative Services Update

Lexipol

- The implementation team has completed the 2 required webinars and we will begin with what are considered *Essential Policies* for fire agencies

GIS Mapping

- SFMD has been working closely with MFMD to address challenges with GIS mapping. We expect to see updates with the street network and address points within the next few weeks.

Finance/Accounting Services Update

- State Land Payment Update
  - District received payment for the October 2017 response to California.
  - Since June 2018, the District has incurred $392,616 in expense related to responses in states other than Arizona. This does not include the current deployment to Oregon (Tavares).
  - Receiving payment for these responses during this fiscal year will be crucial to cash flow for FY19/20 budgeting purposes.

Agenda Item #9

BOD # 2018-09-08

New Business/Future Agenda Items

Agenda Item 10

BOD #2018-09-n/a

Announcements

Mr. Moeller – Hurricane Florence relief efforts by the VFW. We will be collecting canned goods and gift cards for fuel and other necessities lost in the flooding.

Agenda Item #11

BOD # 2018-09-09

Adjourn

Appendix B

B. Gold Canyon Arts Festival Medical Staffing Agreement

Submitted By
Assistant Chief Rick Ochs

Background / Discussion

Medical Staffing Agreement for the 2019 Gold Canyon Arts Festival

This is an agreement that we support annually for the Gold Canyon Arts Festival. The SFMD will be providing a two-person crew (off-duty personnel) to serve as medical aid for the event. The agreement is for a specific number of hours on a single day (January 26, 2019). The imposed fee provides cost recovery for the district that includes overtime wages, benefits, use of equipment and disposable goods.

Financial Impact/Budget Line Item
N/A

Enclosure(s)
Gold Canyon Arts Festival Medical Staffing Agreement

Superstition Fire & Medical District

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

August 24, 2018

Carole Lindemann – Festival Coordinator
Gold Canyon Arts Council
(480) 474-8201
Carbill5@mchsi.com

Re: **2019 Gold Canyon Arts Festival; Medical Staffing Agreement**

Ms. Lindemann,

This Medical Staffing Agreement represents the cost associated with providing Emergency Medical Services (EMS) to staff a Medical Aid Station for the Gold Canyon Arts Festival on January 26, 2019. This is a joint agreement between the Gold Canyon Arts Council and the Superstition Fire & Medical District, and is only valid for the scheduled event of January 26, 2019. This agreement provides for one EMT Basic provider and one Paramedic Advanced provider to serve as medical aid services as required by the Pinal County Special Event Permit. As a component of this agreement, and at your request, a letter can be provided to Pinal County Development Services with regards to the established 911 system response capabilities and available resources.

The following obligations are agreed upon by both parties as per the execution of this agreement for services:

Fire District's Obligations:

1. Provide one (1) State Certified Paramedic, advanced level provider and one (1) State Certified EMT, basic level provider to staff a medical aid station at the special event located at 6640 S. Kings Ranch Road, Gold Canyon, AZ 85118 on Saturday, January 26, 2019 from the hours of 9:00am until 4:00pm.
2. Provide all necessary advanced life support equipment required for Paramedic level care.
3. Provide all necessary disposable medical supplies.
4. Provide communications equipment for contact with Mesa Regional Dispatch Center for the purpose of requesting additional resources for the treatment or transport of patients at the event.
5. Provide for the disposal of medical waste or other bio hazard materials generated by the treatment of patients at the event.

Superstition Fire & Medical District

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

Gold Canyon Arts Council Obligations:

1. Agree to payment for services of one (1) State Certified Paramedic provider and one (1) State Certified EMT provider to staff a medical aid station at the special event located at 6640 S. Kings Ranch Road, Gold Canyon, AZ 85118 on Saturday, January 26, 2019 from the hours of 8:30am until 4:30pm (8 hours total) per Schedule 'A' (attached).
2. Provide a secure and centralized location for the staging of an Adaptive Response Emergency Vehicle. This location shall have direct access in and out of the festival grounds to avoid any delays in transportation of patients or response of additional emergency response vehicles.
3. Signage to identify the medical aid services location.
4. Provide radio equipment to allow for an emergency communications link from the medical aid station to event security and event coordinators throughout the duration of the event.
5. Clear and protected access at all times for additional emergency vehicle traffic into the event.
6. Hand washing station equipped with water and hand soap/sanitizer located within the medical aid station.

If all conditions and obligations are agreed upon by parties, the Fire District and Gold Canyon Arts Council, this document and representative(s) signature(s) shall be considered and accepted as a binding agreement. Affixed signatures and receipt of payment must be received in advance of the scheduled event date at our administration office located at 575 N. Idaho Rd, Apache Junction, AZ, 85119 for this agreement to remain valid.

Superstition Fire and Medical District	**Gold Canyon Arts Festival**
Agent:_____	Agent: _____
Printed:_____	*Printed*:_____
Co-Agent:_____	Co-Agent:_____
Printed:_____	Printed:_____

Superstition Fire & Medical District

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

SCHEDULE 'A'

Cost based on two personnel for a total of 8 hours each (8:30 am through 4:30 pm) [.5 hours for travel, and pre and post event for set-up and take-down]

Personnel costs:		Cost for 8 hours
1	Certified Paramedic/Firefighter @ $71.06, per hour	$ 568.48
1	Certified EMT/Firefighter @ $61.51, per hour	$ 492.08
	Total Cost ***for 8 hours***	$1060.56

*These costs represent actual hourly overtime rates for personnel based on current SFMD special event overtime rates. These costs can be used to calculate additional resources if needed.

Appendix C

C. The Pre-Planners GIS Agreement

Agenda Item Title
The Pre-Planners

Submitted By
Mike Farber, Fire Chief

Background/Discussion
The Pre-Planners have provided an agreement for the scope of GIS work. In this agreement they will update the district street network and address points for use in the CAD system. This is a vital component for the emergency response system.

This is a short-term solution to address the changes in our community and ensure that accurate information is available to our field providers.

Financial Impact(s)/Budget Line Item
100-50-62010-08

Enclosure(s)
Pre – Planners

THE PREPLANNERS, LLC
"23+ years Specializing in Fire Department Preplanning"
Chris Arriaga - Justin Platt - Robert Perez
11152 E Sombra Ave - Mesa AZ 85212 - www.ThePreplanners.com

Scope of Work

The Preplanners, LLC will provide the following Services for the Superstition Fire & Medical District. GIS work to be completed during a 6-period with the possibility to continue services on a yearly schedule.

- GIS Work to be complete on a quarterly basis per the Mesa Fire & Medical Department's 2018/2019 CAD Map Calendar

- Update/Maintain SFMD Address Data for CAD

- Update/Maintain SFMD Street Data for CAD

- Update/Maintain all associated Feature Classes that are involved in the current Map File

- Hours to vary per quarter. Hours dependent on amount of work/updates for SFMD data

THE PREPLANNERS, LLC
"23+ years Specializing in Fire Department Preplanning"
Chris Arriaga - Justin Platt - Robert Perez
11152 E Sombra Ave - Mesa AZ 85212 - www.ThePreplanners.com

The following information will be required by The Preplanners, LLC to maintain GIS CAD Data as the Data Custodian for the Superstition Fire & Medical District.

- Work to be completed remotely via SFMD IT services
- Access to SFMD GIS Software and Databases containing all CAD Data
- Access to Aerial information if needed
- Access to an assigned Workstation to complete GIS Work for SFMD if needed
- The capability to work on-site at the SFMD Admin offices if needed

THE PREPLANNERS, LLC
"23+ years Specializing in Fire Department Preplanning"
Chris Arriaga - Justin Platt - Robert Perez
11152 E Sombra Ave - Mesa AZ 85212 - www.ThePreplanners.com

Schedule of Services

GIS Data Custodian Fees

Includes the following for a 6-month period:

1) Quarterly fee of $2,000.00 every 3 months,

2) Hours of work per quarter varies upon updates needed

3) Completed work will be packaged for delivery to MFMD CAD Map personnel for uploading to CAD

Total Cost: $ 4,000.00

Payment Schedule

1. Quarterly invoices will be issued for GIS Work completed each quarter.

2. Payment Due upon receipt at the beginning of each Quarter for work to be completed during each of the 3-month periods.

3. Possibility to continue GIS Services after initial 6-month project is completed

Appendix D

D. Purchase of Cradle Point

Agenda Item Title
Purchase of Cradle Point (for 2nd provider for cell network)

Submitted By
Mike Farber, Fire Chief

Background/Discussion
Cradle Point is a dual modem that handles two air cards. These two air cards ensure connectivity of our MDT's and ePCR's in the field when Verizon does not have coverage. In addition, to ensure our units have connectivity, we are also adding antennas as well to all front line apparatus.

Financial Impact(s)/Budget Line Item
$15,444.80

Enclosure(s)
Cradle Point quote

DiscountCell, Inc
350 West 500 South
Provo, UT 84601
(800) 422-1814
(801) 705-0324 Fax

Quote

Customer Number	Date	Order Number
C12705	9/19/2018	QO-14614

Bill To:
Superstition Fire And Medical District
Vaughn Croshaw
565 N. Idaho Rd
Apache Junction, AZ 85119
(480) 797-7392

Ship To:
Superstition Fire And Medical District
Vaughn Croshaw
565 N. Idaho Rd
Apache Junction, AZ 85119
(480) 797-7392

Ship Via	Terms	Cancel Date	Sales Rep	Customer PO
Ground	Net 30	10/18/2018	WSCA-AZ-G	

Item No	Qty	Description	Sales Price	Disc	Total
MA3-1700600M-NNA	8	Cradlepoint IBR1700-600M Router with LP6 Modem and 3 Year NetCloud Essentials Prime	1,130.77	0%	9,046.16
CP-1020-1-PAN	8	Panorama Low Profile Dome 9 in 1 Antenna with 4 cellular - 4 WiFi - 1 GPS - White	399.06	0%	3,192.48
MC400-600M-C-AT	8	CradlePoint LTE Advanced (600 Mbps) modem for AT&T/FirstNet	400.77	0%	3,206.16
CTG-03986	8	12 ft Black Ethernet Cat 6 cable	0.00	0%	0.00

Pricing according to NASPO ValuePoint (formerly WSCA) Wireless Contract # 1907 / State of Arizona Contract # ADSP017-161924.
Ground shipping included in quoted pricing.

Subtotal:	**15,444.80**
Freight:	**0.00**
Tax:	**0.00**
Total:	**15,444.80**

Vaughn Croshaw

From:	Cradlepoint <servicessupport@cradlepoint.com>
Sent:	Friday, September 21, 2018 8:40 AM
To:	apdept@discountcell.com; Vaughn Croshaw; aidc_tracking_invoice@synnex.com; dhansen@cradlepoint.com
Cc:	orders@cradlepoint.com
Subject:	Cradlepoint NetCloud Purchase Information: SO-000125073

cradlepoint NetCloud™

Thank you for your Cradlepoint NetCloud purchase, which includes the NetCloud platform and Cradlepoint Support.

Getting Started
You will receive a separate email titled **Setup Your Cradlepoint NetCloud Account** that will help you establish your login credentials and then take you to the cloud management service here.

Support
Your new Cradlepoint NetCloud account gives you access to Cradlepoint's Connect portal, your online connection to Cradlepoint Support. In Cradlepoint Connect, you can:

- Create and manage support cases with Cradlepoint
- Access the Knowledge Base
- View your subscription terms

A separate email titled **Connect with Cradlepoint Support** included a link with which you can set up your Connect account. Your username is: vaughn.croshaw@sfmd.az.gov, and you can access Connect here at: Cradlepoint Connect. You can find other ways to contact Cradlepoint Support here.

Subscribe to status updates for the NetCloud service here.

Sales
To contact the Cradlepoint sales team, click here.

For the record
Account Name: Superstition Fire and Medical District
Service Type: NetCloud Essentials for Mobile Routers
Part Number: MA3-1700600M-NNA
Service Start Date: 9/21/2018
Service End Date: 10/20/2021

Quantity: 1
Customer PO#: PO-039189
Disti PO #: 24969672
Order Number: SO-000125073

Cradlepoint, Inc.
1111 W. Jefferson Street
Boise, ID 83702
www.cradlepoint.com

Sherry Mueller

From: Mike Farber
Sent: Thursday, October 04, 2018 1:28 PM
To: Sherry Mueller
Subject: SFMD adjusted 8 unit Quote 14614-091918.pdf
Attachments: SFMD adjusted 8 unit Quote 14614-091918.pdf

Sherry,

Attached is the quote for Cradle Point. Cradel Point is a dual modem that handles two air cards. These two air cards ensure connectivity of our MDT's and ePCR's in the field when Verizon does not have coverage. In addition to ensure our units have connectivity we are also adding antennas as well to all front line apparatus. This is an item I discussed at the Board meeting but would like official approval.

Mike

Appendix E

E. Agreement with The Salt River Project

Agenda Item Title

Agreement with The Salt River Project. The SFMD has had a long standing agreement with SRP to provide emergency services at Horse Mesa and Mormon Flat Dams. The original agreement is under Apache Junction Fire District and SRP has requested us to updated the agreement with our new name. Within the agreement, the SFMD agrees to conduct annual familiarization at the dams and in return will be annually compensated $5000. Additionally, if in the event the SFMD is called to provide emergency services at one of the dams, SRP will provide additional compensation for personnel and apparatus utilized as per the attached fee schedule.

Submitted By

Assistant Chief Rick Ochs

Background/Discussion

Agreement for the Provision of Fire Services Between The Salt River Project Agricultural Improvement and Power District and The Superstition Fire & Medical District.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Agreement

AGREEMENT FOR THE PROVISION OF FIRE SERVICES BETWEEN THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AND THE SUPERSTITION FIRE & MEDICAL DISTRICT

This Agreement is entered into 18th day of October 2018 between Salt River Project Agricultural Improvement and Power District ("SRP"), an agricultural improvement district organized and existing under the laws of the State of Arizona, and the Superstition Fire & Medical District ("SFMD "), an Arizona special tax district organized and existing under the laws of the State of Arizona.

1. Purpose

   a. SRP owns and operates two hydro generation facilities, Horse Mesa and Mormon Flat dams (the "SRP Facilities"), on the Lower Salt River.

   b. SFMD provides fire protection, emergency medical and rescue services (the "Services") to City of Apache Junction, Gold Canyon, Mountain Brook Village, Goldfield, Superstition Mountain and Superstition Foothills communities.

   c. By this Agreement SRP seeks to procure certain services from SFMD for the SRP Facilities.

2. Commitments of SRP

   a. At mutually agreeable times, SRP shall provide site familiarization training to SFMD personnel to assure safe emergency operations at the SRP Facilities.

   b. SRP shall pay SFMD an annual fee of $5,000. This amount shall be prorated and shall be due within ten (10) days of execution of this Agreement. Thereafter, each payment shall be due on January 1 for the duration of the Agreement.

   c. SRP shall pay SFMD an additional fee for each emergency response by SFMD to the SRP Facilities. The additional fees shall be determined by the Fee Schedule attached as Exhibit A to this Agreement. SRP shall deliver payment to SFMD within 30 days of billing.

3. Commitments of SFMD

   a. SFMD shall provide the Services for the SRP Facilities and employees at the SRP Facilities ("Emergency Response").

   b. SFMD shall prepare an Emergency Response Pre-Plan addressing the provision of the Services. The plan shall be developed in consultation with SRP and shall at a minimum address the following issues: hazardous

materials present at the SRP Facilities, access to the SRP Facilities by AJFD, staging of equipment and protection of personnel from electrical hazards. The plan shall be updated annually.

c. SFMD shall bill SRP for each emergency response by SFMD to the SRP Facilities. Billing shall be based on the Fee Schedule attached as Exhibit A to this Agreement.

4. General Provisions

a. Term. The conditions and obligations in this Agreement shall extend for a period of ten (10) years from the date of this Agreement. The term shall automatically renew for a five (5) year period upon the expiration of the initial term and each subsequent term unless either Party objects in writing thirty (30) days prior to the expiration.

b. Termination. Either Party may terminate this Agreement at any time by giving no less than three hundred and sixty-five (365) calendar days' written notice to the other Party.

c. Hold Harmless. Each Party shall indemnify, defend and hold harmless the other Party and its governing bodies, officers and employees for, from and against any and all claims, demands, suits, costs (including reasonable attorneys' fees and costs of litigation), liability, expense of damages resulting from the negligence of the Party or its officers, employees, agents or contractors arising out of or in connection with this Agreement (collectively, "Claims"); provided, however, that the indemnifying Party's indemnification obligation hereunder shall be conditioned upon the following: (1) the indemnified Party shall give the indemnifying Party prompt written notice of any actual or threatened Claim, which shall not exceed ten (10) business days from the date on which the indemnified Party becomes aware of such actual or threatened Claim; and (2) the indemnified Party shall cooperate with the indemnifying Party in the defense or settlement of any Claim.

d. Limitation of Liability. WITHOUT IN ANY WAY LIMITING THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE, NO PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS, LOST BUSINESS, LOSS OF BUSINESS REPUTATION, OR GOODWILL, OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, RESULTING FROM OR IN CONNECTION WITH THE PERFORMANCE OF SUCH PARTY'S OBLIGATION'S UNDER THIS AGREEMENT, OR OCCASIONED BY ANY FAILURE TO PERFORM OR THE BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, WHETHER BASED IN NEGLIGENCE OR OTHERWISE.

e. Successors and Assigns. This Agreement shall be binding upon the Parties and upon their successors. Any Party may assign its rights or obligations under this Agreement only upon written approval of the other Party.

f. Modification. Any amendment or modification of this Agreement shall be in writing and shall be effective only after signature of each of the Parties.

g. Notice. Any notice, consent or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SALT RIVER PROJECT:

Salt River Project
Fire Protection
Mail Stop
PAB161
P. 0. Box 52025
Phoenix, AZ 85072-2025
Telephone: (602) 236-5578

If intended for

SFMD:

Attn: Fire Chief
Superstition Fire & Medical
District
565 N. Idaho Road
Apache Junction, AZ 85219
Telephone: 480-982-4440

Notice shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) business days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either Party may change its mailing address, telephone or FAX number, or the person to receive the notice, by notifying the other Party as provided in this Section.
Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

h. Transactional Conflicts of Interest. Each Party acknowledges that this Agreement is subject to cancellation by the other pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

1. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona.

J. Venue. Any court action arising under this Agreement shall be initiated and prosecuted in Pinal County, Arizona.

The Parties have executed this Agreement on the day and year first written above.

SUPERSTITION
FIRE & MEDICAL
DISTRICT

_____
Todd House
Board Chair

DATE:_____

Attest:

_____
Gene Gehrt
Board Clerk

Approved as to form and within the power and authority granted under the laws of Arizona to the Superstition Fire & Medical District.

_____
[NAME]

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT
AND POWER DISTRICT

_____
_____
[NAME]
[TITLE]

DATE:_____

Attest:

_____
Secretary

Approved as to form and within the power and authority granted under the laws of Arizona to the Salt River Project Agricultural Improvement and Power District.

_____
[NAME]

ATTACHMENT TO
INTERGOVERNMENTAL AGREEMENT
FOR
THE PROVISION OF FIRE SERVICES

Services

Emergency Personnel	$100.00 per hour per firefighter
Responding Vehicle	$250.00 per hour per engine