VERSION 1.0

BOARD OF DIRECTORS MEETING

November 20, 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

November 20, 2018

Mission Statement

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

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Notice is hereby given to the General Public that the Superstition Fire & Medical District Governing Board will hold a meeting on Tuesday, November 20, 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 October 2018 financial reports and bank reconciliations. (BOD #2018-11-01)**

2. **Recognition of employee performance, achievements, and special recognition for community members. (BOD #2018-11-02)**

3. **Call to the Public. (BOD #2018-11-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 #2018-11-03):**
   A. Board Meeting Minutes from October 17, 2018
   B. Purchase of Portable Radios
   C. Equipment Purchase for new Engine (C-95)
   D. Agreement for TRWC

5. **Discussion and possible approval of State Wildland Fire lease agreement at the Regional Training Center (RTC). (BOD #2018-11-04)**

6. **Review and possible approval of the Pinal / Maricopa County Elections Department canvass of the Fire Board Election on November 6, 2018 ballot. (BOD #2018-11-05)**

7. **Discussion, presentation and possible approval of the following Policies: 100–Fire Service Authority; 101-Chief Executive Officer; 102-Oath of Office; 103-Policy Manual; 202-Interim Directives; 203-Training Policies; 204-Liability Claims; 205-Electronic Mail; brought for review at the November 20, 2018 Board Meeting for final approval at the December 19, 2018 Board Meeting. (BOD #2018-11-06)**

8. **Reports. (BOD #2018-11-07)**

- **<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>**

9. **New Business / Future Agenda Items. (BOD #2018-11-08)**

10. **Announcements (BOD #2018-11-N/A)**

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

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

Posted on: November 15, 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 – November 20, 2018
Agenda Item: 1
BOD#: 2018-11-01

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

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Superstition Fire & Medical District

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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **October 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 – November 20, 2018
Agenda Item: 2
BOD#: 2018-11-02

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.

November Anniversaries:

27 Years:

Captain / Paramedic **Mark Gomez**

12 Years:

Software Administrator & IT Specialist **Lauren Daniel**

5 Years:

Account Clerk Specialist – AP/AR **Jenn Burke**

3 Years:

EMT **Ron Demarzo**

EMT **Justin Mueller**

Paramedic **Trevor Overson**

Paramedic **Chad Rutledge**

Paramedic **Jim Tucci**

1 Year:

Paramedic **Jake Millan**

EMT **Lucas Martinez**

EMT **Mark Nelson**

Governing Board Meeting – November 20, 2018
Agenda Item: 3
BOD#: 2018-11-N/A

Agenda Item Title
Call to the Public

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

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

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

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

Scheduled
None

Governing Board Meeting – November 20, 2018
Agenda Item: 4
BOD#: 2018-11-03

Agenda Item Title

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

A. Board Meeting Minutes from October 17, 2018 – **Appendix A**

B. Purchase of Portable Radios – **Appendix B**

C. Equipment Purchase for new Pierce Engine (C-95) – **Appendix C**

D. Agreement for TRWC

Background/Discussion

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

Recommended Motion

"Motion to approve the consent agenda items for November 20, 2018."

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Governing Board Meeting – November 20, 20 18
Agenda Item: #5
BOD#: 2018-11-04

Agenda Item Title
State Fire Lease Agreement

Submitted By
Assistant Chief Rick Ochs

Background/Discussion
The Arizona Department of Forestry and Fire Management (State Fire) has requested to enter into a lease agreement with the SFMD. State Fire wishes to lease available space at the SFMD Training Center, which they have previously occupied through an IGA. This contract has been approved by the boards attorney, Mr. Whittington.

Please Note: State Fire has not yet reviewed or approved this Lease Agreement. SLT is asking the board to approve the language and conditions of the Lease Agreement as written. The amount of square footage and price per square footage may change upon negotiation with State Fire, and may change in the future based upon the amount of space and particular building(s) they wish to lease.

SLT would like to date and implement this Lease Agreement as soon as it is approved by State Fire.

Financial Impact(s)/Budget Line Item

Potential earning (Example)

State Fire currently wishes to lease 5,085 sq/ft
At a cost of $8 per sq/ft the district will earn $3,390 monthly or $40,680 annually.
The School District has requested 30% of our lease earning, which equals $12,200 based upon the above calculations. The result is $28,480 in annual potential earning for the district.

This Lease Agreement also incorporates an 18% per sq/ft charge for utility usage. Based upon the above sq/ft this would allow the district to recover an additional $10,980 annually to off-set utility cost.

Enclosure(s)

Draft State Wildland Fire Lease Agreement

Recommended Motion
"Motion to approve the Lease Agreement between Superstition Fire / Medical District and Arizona Department of Forestry and Fire Management.

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LEASE AGREEMENT BY AND BETWEEN SUPERSTITION FIRE / MEDICAL DISTRICT AND ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT

This Lease is dated as of _____, 2018, by and between Superstition Fire/Medical District ("Landlord" or "SFMD"), and Arizona Department of Forestry and Fire Management ("Tenant" or "State Fire").

Recitals

A. Landlord is the Tenant under a certain sub-lease by and between the Superstition Fire/Medical District and the Apache Junction Unified School District (AJUSD) on property owned by the United States Department of the Interior/Bureau of Land Management Recreation or Public Purposes Lease Serial No. A-17612 dated as of August 15, 1983 and renewed as of 2008 and 2013 ("BLM Lease") for the real property of approximately 92.5 acres which includes that certain parcel of approximately 22 acres, together with improvements and fixtures (including Buildings A, B, E, F and G, parking areas, fenced areas and ball fields), commonly known previously as Thunder Mountain Middle School located at 3700 E. 16th Avenue, Apache Junction Arizona 85119 ("TMMS Property") and as illustrated on the attached Exhibit __.
B. Landlord has extended and paid the BLM Lease to 2018;
C. The parties should acknowledge that Landlord is a sub-tenant under BLM Lease. Both the AJUSD and BLM may be required to consent to this Lease, but they may also choose to terminate the underlying leases. In that event, this lease shall terminate automatically, without penalty of either party, effective on the effective date of termination as set forth under any notice of termination issued by BLM or AJUSD in conjunction with said underlying leases.
D. Landlord has determined it is in its best interests and desires to lease the following rooms in Building B; B101, B102 (includes B103), B104, B105, B106, B107, B109 (includes B108), B110, B115, B116 and B117.
E. Tenant has determined it is in its best interest, and desires to lease the following rooms in Building B; B101, B102, B103, B104, B105, B106, B107, B108, B109, B110, B115, B116 and B117. Total square footage of all rooms listed above is approx. **5,085 sq/ft.**

For valuable consideration including the mutual promises contained in this Lease, the parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated into the terms and conditions of this Lease.

2. Leased Premises. Landlord hereby sub-leases to Tenant, for Tenant's exclusive occupancy and use, the room identified in Building B of the property.

3. Term.
   a. The term of the Lease shall commence as of _____, 2018 and continue through _____, 2021 unless sooner terminated pursuant to the terms of this Lease.
   b. If an option to terminate the lease is exercised by either party, a written notice to terminate the agreement shall be provided at least 365 days in advance.

4. Renewal Terms**.**
    a. This Lease may be renewed in successive 3 year terms by mutual written agreement of SFMD (Landlord) and State Fire (Tenant) unless either party gives written notice of termination no later than 365 days prior to the end of the then current term.
    b. For each renewal term, monthly rental payment shall be increased by an amount calculated to be equal to any additional amounts charged to Landlord, for the same time period, by AJUSD. In addition to the amount set forth above, the parties shall share operational expenses as otherwise described in this agreement (see Section 6 below).

5. Rental Payments.
    a. Tenant shall pay to Landlord a monthly lease payment in the amount of $3,390 payable in full within thirty days of receipt of invoice. Lease payment is for 5,085 Sq./Ft. of space.
    b. Lease payments shall be made to the Landlord at 565 N. Idaho Rd., Apache Junction, AZ 85119.

6. Operational Expenses in additional Rent.

    Operating Expenses in addition to Rent as defined in this Lease, are that of Electricity, Water and Gas, ("Utilities") not separately metered, Sewer and Refuse disposal (collectively "Utility Fees"). In addition to the monthly lease payments, Tenant shall pay as additional rent the following:

    a. Tenant shall pay $915 monthly for a ("Utilities Fee") calculated at 18% per Sq./Ft. This fee is payable in full within thirty days of receipt of invoice, and can be combined with the Rent payment. This payment shall be made to the Landlord at 565 N. Idaho Rd., Apache Junction, AZ 85119. Tenant has the right to review annual bills applicable to the additional expenses. If the District determines that the monthly amount of "Utilities Fee" is disproportionately high or low following a 12 month review the applied amount may be adjusted.

    b. Tenant is responsible for their own Telephone/Internet service, repairs and installation.

    c. Tenant is aware that no security services are provided for the Lease Premises. Landlord shall not be responsible for break-ins, injuries, vandalism, theft, or the harming of Tenants done by third parties during the term of this Lease Agreement. In conjunction of this, Tenant shall hold the Landlord harmless from, and indemnify the Landlord against any claims relating thereto.

    d. Tenant is responsible for regular maintenance expenses necessary or reasonably required to maintain leased buildings or rooms, including HVAC, plumbing, electrical systems and landscaping. Tenant shall make all payments for such repairs or improvements directly to the provider or vendor.

7. Tenant's Representation and Warranty.

    Landlord represents and warrants that it is not in default of the BLM Leased Premises.

8. Use.
    a. Tenant will use the property only for uses consistent with Bureau of Land Management, or the underlying lease with AJUSD, requirements.

b. Tenant is responsible for its compliance with all lawful statutes, codes, ordinances and conditions applicable to its use, maintenance, occupancy, operation the Leased Premises within its control.

9. Shared Use.
   a. Landlord and Tenant acknowledge that the Leased Premises is less than the entire property and Landlord reserves the right to lease or otherwise permit other entities or individuals use of the remainder of the property not included in the Lease.

10. Insurance.
   a. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Shared-Use Lease Premises and property located on the premises.
   b. Tenant shall maintain liability insurance on the Leased Premises with personal injury/death limits of at least $1,000,000.00 per occurrence and at least $2,000,000 aggregate together with a limit of at least $2,000,000.00 for damage to property.
   c. Tenant shall deliver appropriate certificates of insurance to Landlord in a form and from an issuer acceptable to Landlord.
   d. Landlord shall receive thirty (30) days advance written notice from the insurer prior to termination of such insurance policies.
   e. Tenant shall maintain and carry comprehensive liability insurance for owned, non-owned or leased vehicles with a combined single limit per accident for property damage and bodily injury of not less than $1,000,000.00 per occurrence and at least $2,000,000 aggregate.
   f. Tenant shall obtain the consent of Landlord, and if necessary the consent of AJUSD and BLM, before any construction or improvements are done to the Leased Premises. Tenant shall require its contractors or subcontractors working at, coming in or upon the Leased Premises, who construct any Improvements to carry insurance equivalent to that required in Sub-paragraph A above. Tenant shall ensure that Tenant or its contractor shall maintain a Builder's All-Risk Policy during the course of any construction of Improvements in an amount equal to the full amount of the cost of such Improvements and if applicable name Landlord as an additional insured thereunder.
   g. Tenant shall also provide Landlord with evidence of statutorily required worker's compensation insurance for all employees working at, in or upon the Shared-Use Lease Premises.

11. Termination.
   a. Upon any termination of the Lease, Tenant shall remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.
   b. At the end of the lease term, Tenant shall restore the Leased Premises to substantially the same condition of the Premises at the commencement of this Lease.
   c. Either party may terminate this Lease upon 365 days written notice.
   d. In the event the BLM or AJUSD terminates its underlying lease agreement, this agreement shall automatically terminate effective on the effective date of said termination without penalty to either party.

12. Destruction or Condemnation of Premises. Defaults.
   a. Either party may terminate this agreement if the Leased Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Leased Premises in a normal manner. In the event of destruction or damage, if the Tenant wishes to remain in possession of the Leased Premises, the Tenant shall be responsible for any repairs necessary to permit the Tenant to continue its business operations.

b. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 90 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

13. Late payments**.**

For each payment that is not paid within 10 days after its due date, and if permitted by law, Tenant shall pay a late fee equal to 5 % of the required payment.

14. Holdover.

If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph and prorated for any partial month.

15. Cumulative rights.

The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

16. Remodeling or structural improvements.

With the consent of Landlord and, if required, from BLM and AJUSD, Tenant may make improvements to the Leased Premises. In that event, Tenant shall have the option to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Leased Premises as specified above. Tenant may also construct such fixtures on the Leased Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld.

17. Access by Landlord to premises.

Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Leased Premises to make inspections, provide necessary services, or show the unit to prospective tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Leased Premises. As provided by law, in the case of an emergency, Landlord may enter the Leased Premises without Tenant's consent.

18. Indemnity regarding use of premises.

To the fullest extent permitted by law, the parties mutually agree to indemnify, hold harmless, and defend the other and its officers, agents and employees from and against any and all losses, claims, liabilities, damage, cost and expenses, including but not limited to reasonable attorney fees and/or litigation expenses arising out of or resulting from indemnifying party's negligent or intentional acts or omissions. The parties' obligation to indemnify shall survive termination of this Lease.

19. Compliance with regulations.

Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

20. Relationship.

The relationship created by this Agreement is that of Landlord and Tenant and no other, it being understood that the Tenant is not a partner, joint venture, associate, agent, contractor, principal or servant of the Landlord. Insofar as Tenant's rights and remedies are concerned, there are no third-party beneficiaries who are intended to be included under this Agreement, such that only the parties may enforce any rights and/or remedies arising from this Lease.

21. Interference with operations.

If either party's operations materially and adversely affect the use of the Leased Premises, the affected party shall give prompt and reasonable notice specifying the corresponding objectionable practices and/or effect. If the matter is not resolved within 30 days of the written notice, the party giving notice may terminate the Lease with no further obligation beyond the termination date. Termination shall be the exclusive remedy available to the Tenant in the event of breach by Landlord of any provision of this Section 21.

22. Mechanics liens.

Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Leased Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

23. Arbitration.

Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration. Parties agree to submit any dispute arising hereunder to a single arbitrator which shall be chosen by mutual consent; or, if agreement cannot be reached within thirty (30) days after demand to choose an arbitrator, by appointment by the Arbitration Desk of the Pinal County Superior Court. The decision of the arbitrator shall be binding and non-appealable and shall be fully enforceable as and/or may be reduced to a judgment in any court(s) of competent jurisdiction. Notwithstanding the foregoing, nothing in this paragraph shall preclude Landlord from filing and prosecuting to judgment any action seeking possession of the Leased Premises by means of an action sounding in forcible entry and/or detainer under applicable law, including a corresponding award of any unpaid amounts due and owing under this Agreement.

24. Assignability/subletting.

Tenant may not assign or sublease any interest in the Leased Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord..

25. Notice.

All notices, demands or elections of whatsoever sort which this Agreement requires or permits either Party to give to the other shall be in writing and shall be personally delivered by a commercial courier service or shall be delivered by registered or certified mail, return receipt requested, postage prepaid and addressed to the respective Parties as follows:

Landlord
Attention: Fire Chief
Superstition Fire/Medical District
565 N. Idaho Rd.
Apache Junction, AZ 85119

Tenant
Attention: State of Arizona
Office of the State Forester
Arizona Department of Forestry and Fire Management
1110 W. Washington St #100
Phoenix, AZ 85007

Either Party may designate to the other in writing given in accordance with this paragraph a different address for service of notice. Notice by registered or certified mail shall be deemed served and received upon the date of actual receipt by the recipient or three (3) days after mailing---whichever is sooner.

26. Governing law.

This Lease shall be construed in accordance with the laws of the State of Arizona and venue shall be inPinal County, Arizona.

27. Entire agreement/modifications.

This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

28. Severability.

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

29. Waiver.

The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

30. Binding effect.

The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

31. Cancellation.

Either party may cancel this Lease in accordance with A.R.S. Sec. 38-511.

1. 38-511. Cancellation of political subdivision and state contracts; definition

A. The state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

LANDLORD:
Superstition Fire/Medical District

By: _____ Date:_____, 2018

_____,
Chairperson

TENANT:
Arizona Department of Forestry and Fire Management

By: _____ Date: _____, 2018

_____ ,

Governing Board Meeting – November 20, 2018
Agenda Item: #6
BOD#: 2018-11-05

Agenda Item Title
Review and possible approval of the Pinal/Maricopa County Elections Department canvass of the Fire Board election on November 6, 2018 ballot.

Submitted By
Fire Chief Mike Farber

Background/Discussion
This item is a requirement and part of the recent board election process, Per ARS §16-642(B): *"The governing body of a special district as defined in title 48 shall present to the board of supervisors a certified copy of the official canvass of the election at the next regularly scheduled meeting of the board of supervisors."*

Please note that this item cannot take place, unless the SFMD receives the official Canvass of Elections from Pinal and Maricopa Counties. If the Canvass of Elections is not provided by the November 20th Board Meeting, the BOD will need to hold a Special Meeting in November to officially accept the results and then send the letter to the counties.

Michele Forney with Pinal County Elections Department sent SFMD's Official Elections Canvass (attached). The first page is the breakdown of total votes cast for the Board Member contest, and then total early votes, polling place votes and provisional votes. The second page is a breakdown by precinct. SFMD had 34,589 active registered voters and 3,538 inactive registered voters.

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

Enclosure(s)
Official results from Pinal County Elections Department

Recommended Motion
"Motion to approve the November 6, 2018 Official Canvass of the Election results."

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	TOTAL VOTES	%	EARLY	POLL	PROV
Board Member Superstition Fire & Medical District					
(VOTE FOR) 2					
CHAMBERLAIN, KATHLEEN ANN	9,736	37.49	7,475	1,912	349
GEHRT, GENE.	6,231	24.00	4,776	1,273	182
HOUSE, TODD.	9,918	38.19	7,516	2,088	314
WRITE-IN.	82	.32	53	24	5
Total	25,967		19,820	5,297	850
Over Votes	8		6	2	0
Under Votes	17,127		12,566	3,777	784

JURISDICTIONAL CANVASS
RUN DATE:11/15/18 10:05 AM

Superstition Fire & Medic

	VOTES	PERCENT
01 = BALLOTS CAST	21,551	

Board Member Superstition Fire & Medical District
(VOTE FOR) 2

	VOTES	PERCENT
02 = CHAMBERLAIN, KATHLEEN ANN	9,736	37.49
03 = GEHRT, GENE	6,231	24.00
04 = HOUSE, TODD	9,918	38.19
05 = WRITE-IN	82	.32

	01	02	03	04	05
0040 40 APACHE JCT SUPERSTITION	1515	779	408	652	4
0042 42 APACHE JCT NW	843	355	253	412	2
0043 43 APACHE JCT SW	1472	700	391	713	7
0044 44 APACHE JCT SE	1510	748	417	661	12
0045 45 APACHE JCT NE	1337	523	421	665	7
0046 46 APACHE JCT EAST	1310	601	352	636	2
0047 47 APACHE JCT CENTRAL	1117	587	328	468	2
0048 48 GOLD CANYON	1513	631	460	672	6
0056 56 APACHE JUNCTION NORTH	1125	540	278	568	2
0057 57 APACHE JUNCTION N CENTRAL	1660	760	446	735	7
0058 58 APACHE JUNCTION E CENTRAL	1017	442	322	516	9
0059 59 APACHE JUNCTION SOUTH	1600	735	388	789	3
0063 63 APACHE TRAIL	757	384	229	332	4
0064 64 SUPERSTITION MOUNTAIN	2000	779	617	835	4
0066 66 MOUNTAINBROOK VILLAGE	1289	513	481	635	1
0072 72 PERALTA	674	311	200	282	5
0084 84 GOLD CANYON NORTH	812	348	240	347	5

Governing Board Meeting – November 20, 2018
Agenda Item: #7
BOD#: 2018-11-06

Agenda Item Title
Foundational Policy Review – For possible approval in the December 2018 Board of Directors Meeting.

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

Background/Discussion
As you are aware, SFMD is currently creating a new policy manual through the implementation of Lexipol. The group has completed Chapter 1 of the foundational policies and some of the Chapter 2 policies. After review we will be seeking approval in the December meeting. Although, these policies require board approval they will not go into effect until the completion of the policy manual. Ideally, we do not want to burden the board with a large manual that requires approval all at once; and we want to avoid membership confusion by having only one manual.

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

Enclosure(s)
Policies:
100 Fire Service Authority
101 Chief Executive Officer
102 Oath of Office
103 Policy Manual
202 Interim Directives
203 Training Policy
204 Liability Claims
205 Electronic Mail

Recommended Motion
N/A

Go To Item 8

Go to Agenda

Fire Service Authority

100.1 PURPOSE AND SCOPE

The purpose of this policy is to affirm the legal authority of the Superstition Fire & Medical District and the individual members.

100.2 POLICY

It is the policy of the Superstition Fire & Medical District to limit its members to only exercise the authority granted to them by law.

While the Superstition Fire & Medical District recognizes the authority of members granted to them, members are encouraged to use sound discretion in the exercise of their authority and this district does not tolerate abuse of authority.

100.3 ORGANIZATIONAL POWERS

This district is authorized by Arizona law to perform fire suppression and related services including, but not limited to (ARS § 9-240; ARS § 48-805; ARS § 36-2207; ARS § 36-2232):

(a) Fire prevention and fire code enforcement.

(b) Fire suppression services.

(c) Fire cause and origin investigation.

(d) Emergency Medical Services (EMS).

(e) Emergency Medical Transport Services.

100.4 FIREFIGHTER POWERS

Firefighters are sworn or appointed members of this district and are authorized to exercise the following authority pursuant to applicable state law:

(a) Participate in a wide range of emergency and rescue activities, including EMS, extrication and heavy rescue

(b) Perform fire suppression duties, including the suppression of structural, aircraft, marine, wildland and other types of fires

(c) Investigate the cause and origin of fires

(d) Collect and preserve evidence when a fire is of a suspicious origin

(e) Possess peace officer status when serving as a fire arson investigator or Fire Marshal (ARS § 9-500.01)

(f) Perform specialty services, including hazardous materials response, technical rescue, water rescue and additional services as authorized by the Fire Chief

(g) Provide fire code enforcement inspection and plan review services

(h) Provide public education and fire prevention activities and services

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100.5 TRANSPORT SERVICES PERSONNEL

The Superstition Fire & Medical District is regulated by the Arizona Department of Health Services (AZDHS) to provdie Advanced Life Support and Basic Life Support Emergency Transport Services. Transport Services Personnel of SFMD are authorized to exercise the following authority pursuant to the Arizona Department of Health Services:

(a) Participate in emergency medical activities, including ALS and BLS patient care in accordance with Article 5 of the Bureau of EMS & Trauma Statutes and Rules Book.

(b) Transportation of patients from the scene of the call to the appropriate facility.

(c) Collect and document patient care records, including clinical, demographic, and billing related information.

(d) Compliance with all AZDHS Certficate of Necessity (CON) guidelines outlined in Article 9 of the Bureau of EMS & Trauma Statutes and Rules Book.

(e) Compliance with the requirements outlined in Superstition Fire & Medical District Certificate of Necessity (CON) #137.

100.6 CONSTITUTIONAL REQUIREMENTS

When exercising their authority, members shall observe and comply with every person's clearly established rights under the United States and Arizona Constitutions.

100.7 SUPERVISORY AUTHORITY

Any chief officer may relieve a member under his/her command from duty when, in his/her judgment, an offense committed is sufficiently serious to warrant immediate action. A report of such action shall be made immediately through the appropriate channels to the appropriate Assistant Chief/Director, followed by written documentation of the charges, in accordance with district procedures. All such processes shall comply with established rules, regulations and applicable memorandum of understanding.

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Chief Executive Officer

101.1 PURPOSE

This policy identifies the education, experience or certifications desired for the Fire Chief.

101.2 POLICY

It is the policy of the Superstition Fire & Medical District to have a highly qualified Chief Executive Officer.

101.3 CHIEF EXECUTIVE OFFICER

Higher-level college degrees (bachelor or master's degree from an accredited university) in public or business management, or other applicable field of study, and the Center for Public Safety Excellence Chief Fire Officer (CFO) program as well as experience in chief officer positions enhance the professional credibility of candidates for the rank of Fire Chief.

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Oath of Office

102.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure that oaths, when appropriate, are administered to district members.

102.2 POLICY

It is the policy of the Superstition Fire & Medical District that, when appropriate, district members affirm the oath of their office as an expression of commitment to the constitutional rights of those served by the District and the dedication of its members to their duties.

102.3 OATH OF OFFICE

Upon employment, all sworn, appointed or elected personnel shall take and subscribe to the following oath or affirmation in addition to any other form of oath or affirmation required (ARS § 38-231).

State of Arizona, County of _____, I, [employee name], do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same and defend them against all enemies, foreign and domestic; and that I will faithfully and impartially discharge the duties of (name of position or office) according to the best of my ability, so help me God (or so I do affirm).

When a person to be sworn has conscientious scruples against taking an oath, he/she shall be permitted to be affirmed. The words of the affirmation shall be the same as the words of the prescribed oath, except that the word "affirm" shall be substituted for the word "swear" and the words "so help me God" shall be deleted.

102.4 MAINTENANCE OF RECORDS

The oath of office shall be filed as prescribed by law (ARS § 38-233).

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Policy Manual

103.1 PURPOSE AND SCOPE

The Policy Manual of the Superstition Fire & Medical District is hereby established and shall be referred to as the Policy Manual or the manual. The manual is a statement of the current policies, rules and guidelines of this district. All members are expected to conform to the provisions of this manual.

All prior and existing policies, manuals, orders and regulations that are in conflict with this manual are revoked, except to the extent that portions of the existing manuals, procedures, orders and other regulations that have not been included herein shall remain in effect where they do not conflict with the provisions of this manual.

103.2 POLICY

Except where otherwise expressly stated, the provisions of this manual shall be considered as guiding principles. It is recognized that fire and rescue work is not always predictable and circumstances may arise that warrant departure from these guidelines. It is the intent of this manual to be viewed using an objective standard, taking into consideration the sound discretion entrusted to the members of this district under the circumstances reasonably available at the time of any incident.

103.2.1 DISCLAIMER

The provisions contained in the Policy Manual are not intended to create an employment contract nor any employment rights or entitlements. The policies contained within this manual are for the internal use of the Superstition Fire & Medical District and shall not be construed to create a higher standard or duty of care for civil or criminal liability against the District, its officials or members. Violations of any provision of any policy contained within this manual shall only form the basis for district administrative action, training or discipline. The Superstition Fire & Medical District reserves the right to revise any policy content, in whole or in part.

103.2.2 SEVERABILITY

In the event that any term or provision of this Policy Manual is declared illegal, invalid or unenforceable by any court or any federal or state government agency, the remaining terms and provisions that are not affected shall remain in full force and effect. If any provision of the Policy Manual is found to be in conflict with a local, state or federal law, District policy or memorandum of understanding, such law, District policy or memorandum of understanding shall take precedence over that provision of the Policy Manual.

In the event that any of the terms or provisions of the Policy Manual are determined to conflict with any portion of a memorandum of understanding, the District will seek to resolve the conflict.

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103.3 AUTHORITY

The SFMD Board of Directors and the Fire Chief shall be considered the ultimate authority for the content and adoption of the provisions of this manual and shall ensure compliance with all applicable federal, state and local laws. The Fire Chief or the authorized designee is authorized to issue Interim Directives, which shall modify those provisions of the manual to which they pertain. Interim Directives shall remain in effect until such time as they may be permanently incorporated into the manual.

103.4 DEFINITIONS

The following words and terms shall have these assigned meanings throughout the Policy Manual, unless it is apparent from the content that they have a different meaning:

Adult - Any person 18 years of age or older.

Civilian - Employees and volunteers who are not engaged in fire suppression as part of their primary duties.

District/SFMD - The Superstition Fire & Medical District.

Employee - Any person employed by the District.

F ire Code - The 2015 Edition of the International Fire Code as adopted by the Superstition Fire & Medical District as allowed by Arizona State law (AAC § R4-36-201).

Firefighter/Sworn or appointed - Those members, regardless of rank, who perform fire suppression duties as part of their primary duties as sworn, appointed or elected members of the Superstition Fire & Medical District.

Health and Safety Officer - Members designated by the Fire Chief as responsible for the administration of health and safety-related programs and policies for the Superstition Fire & Medical District. The Fire Chief shall assume responsibility for health and safety-related policy and program administration if there is no designee.

Manual - The Superstition Fire & Medical District Policy Manual.

May - Indicates a permissive, discretionary or conditional action.

Member - Any person employed or appointed by the Superstition Fire & Medical District, including:

- Full- and part-time employees
- Sworn or appointed firefighters
- Civilian employees
- Volunteers

On-duty - Member status during the period when he/she is actually engaged in the performance of his/her assigned duties.

Order - A written or verbal instruction issued by a superior.

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Rank - The title of the classification held by a firefighter.

Senior Leadership Team (SLT) - The Fire Chief, any Assistant Chief, and Directors.

Shall or will - Indicates a mandatory action.

Should - Indicates a generally required or expected action, absent a rational basis for failing to conform.

Supervisor - A person in a position of authority responsible for directing the work of other members. The supervisory exercise of authority may not be merely routine or clerical in nature but requires the use of independent judgment.

The term "supervisor" may also include any person (e.g., firefighter-in-charge, lead or senior worker) given responsibility for the direction of the work of others without regard to a formal job title, rank or compensation.

103.5 DISTRIBUTION OF THE POLICY MANUAL

An electronic version of the Policy Manual will be made available to all members on the district network for viewing and printing. No changes shall be made to the manual without authorization from the Fire Chief or the authorized designee.

Each member shall acknowledge that he/she has been provided access to, and has had the opportunity to review, the Policy Manual and Interim Directives. Members shall seek clarification as needed from an appropriate supervisor for any provisions that they do not fully understand.

103.6 PERIODIC REVIEW OF THE POLICY MANUAL

The Fire Chief will ensure that the Policy Manual is periodically reviewed and updated as necessary.

103.7 REVISIONS TO POLICIES

All revisions to the Policy Manual will be provided to each member on or before the date the policy becomes effective. Each member will be required to acknowledge that he/she has reviewed the revisions and shall seek clarification from an appropriate supervisor as needed.

Members are responsible for keeping informed of all Policy Manual revisions.

Each Assistant Chief/Director will ensure that all members are aware of any Policy Manual revision.

All district members suggesting revision of the contents of the Policy Manual shall forward their written suggestions to their supervisors, who will consider the recommendations and forward them to the Senior Leadership Team as appropriate.

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Interim Directives

202.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a process to make immediate changes to district policy. The Superstition Fire & Medical District will, as necessary, issue Interim Directives that will immediately modify or change and supersede the sections of this manual to which they pertain.

202.2 POLICY

It is the policy of the Superstition Fire & Medical District to make any immediate changes to policy and procedure in accordance with the current memorandum of understanding. Generally, the establishment of Interim Directives is management's prerogative but employee participation may be sought in the development of those policies. It is the policy of the District to comply with any meet-and-confer requirements between labor groups and authorized district representatives.

202.3 RESPONSIBILITIES

The Fire Chief shall issue all Interim Directives.

All district officers and/or supervisors shall be responsible for communicating Interim Directives to all members under their command and/or direct supervision.

Interim Directives will be rescinded upon incorporation into this manual.

All Interim Directives shall be reviewed periodically to authenticate or determine if they are currently applicable to the mission of the District.

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Training Policy

203.1 PURPOSE AND SCOPE

It is the policy of this district to administer a training program that will provide for the professional growth and continued development of its members. By doing so, the District will ensure its members possess the knowledge and skills necessary to provide a professional level of service that meets the needs of the community.

203.2 POLICY

The District seeks to provide ongoing training and encourages all members to participate in advanced training and formal education on a continual basis. Training is provided within the confines of funding, the requirements of a given assignment, staffing levels and legal mandates.

Whenever possible, the District will use courses certified by the Arizona Department of Emergency and Military Affairs, Emergency Management; Arizona Center for Fire Service Excellence (AZCFSE); International Fire Service Accreditation Congress (IFSAC); National Wildfire Coordinating Group (NWCG); the U.S. Department of Homeland Security or other accredited entities.

203.3 OBJECTIVES

The objectives of the training program are to:

(a) Enhance the level of emergency services to the public.

(b) Increase the technical expertise and overall effectiveness of district members.

(c) Provide for continued professional development of district members.

(d) Reduce risk and enhance safety.

203.4 TRAINING PLAN

A training plan will be developed and maintained by the Training Officer. It is the responsibility of the Training Officer to maintain, review and update the training plan on an annual basis, ensuring that all mandated training is achieved. All training records will be maintained in accordance with established records retention schedules.

203.5 TRAINING NEEDS ASSESSMENT

The Training Officer will conduct an annual training needs assessment. The needs assessment will be reviewed by command staff. Upon approval by the Fire Chief, the needs assessment will form the basis of the training plan for the following year.

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Liability Claims

204.1 PURPOSE AND SCOPE

This policy provides guidelines for the management of all claims, including personal injury and property loss or damage, filed against the District.

204.2 POLICY

It is the policy of this district to evaluate and resolve claims in a timely manner, as appropriate.

204.3 RESPONSIBILITY

The Fire Chief should designate a risk manager to receive, investigate and evaluate any claim for loss or damage received by the District.

Any member of this district who becomes aware of any potential for a claim or lawsuit, or who receives a formal written claim against the District, shall forward the information to the risk manager as soon as practicable.

204.4 RESPONSE TO CLAIMS

The risk manager will investigate all claims for money or damages received and will resolve claims as appropriate and within guidelines approved by the Fire Chief and the district's governing body.

The risk manager should ensure the claim is accepted or rejected. Notice of acceptance or rejection should be given to the claimant in writing and in compliance with state law. If a claim is rejected because it was filed late, the notice should state that the claim was returned as untimely.

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Electronic Mail

205.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the proper use and application of the electronic mail (email) system provided by the District.

205.2 POLICY

Superstition Fire & Medical District members shall use email in a professional manner in accordance with this policy and current law (e.g., Arizona Public Records Law).

205.3 PRIVACY EXPECTATION

Members forfeit any expectation of privacy with regard to emails or anything published, shared, transmitted or maintained through file-sharing software or any Internet site that is accessed, transmitted, received or reviewed on any district technology system.

The District reserves the right to access, audit and disclose, for whatever reason, any message, including attachments, and any information accessed, transmitted, received or reviewed over any technology that is issued or maintained by the District, including the district email system, computer network or any information placed into storage on any district system or device. This includes records of all keystrokes or Web-browsing history made at any district computer or over any district network. The fact that access to a database, service or website requires a username or password will not create an expectation of privacy if it is accessed through district computers, electronic devices or networks.

205.4 RESTRICTED USE

Messages transmitted over the email system are restricted to official business activities, or shall only contain information that is essential for the accomplishment of business-related tasks or for communications that are directly related to the business, administration or practices of the District.

Sending derogatory, defamatory, obscene, disrespectful, sexually suggestive, harassing or any other inappropriate messages on the email system is prohibited and may result in discipline.

Email messages addressed to the entire district are only to be used for official business-related items that are of particular interest to all users. In the event that a member has questions about sending a particular email communication, the member should seek prior approval from his/her supervisor.

It is a violation of this policy to transmit a message under another member's name or email address or to use the password of another to log into the system unless directed to do so by a supervisor. Members are required to log off the network or secure the workstation when the computer is unattended. This added security measure will minimize the potential misuse of a member's email, name or password.

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205.5 EMAIL RECORD MANAGEMENT

Email may, depending upon the individual content, be a public record under Arizona Public Records Law and must be managed in accordance with the established records retention schedule and in compliance with state law.

The Custodian of Records shall ensure that email messages are retained and recoverable as outlined in the Records Management Policy.

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Governing Board Meeting – November 20, 2018
Agenda Item: 8
BOD#: 2018-11-07

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 9

Go to Agenda

Governing Board Meeting – November 20, 2018
Agenda Item: 9
BOD#: 2018-11-08

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 10

Go to Agenda

Governing Board Meeting – November 20, 2018
Agenda Item: 10
BOD#: 2018-11-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 11

Go to Agenda

Governing Board Meeting – November 20, 2018
Agenda Item: 11
BOD#: 2018-11-09

Agenda Item Title
Adjournment

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

Go to Agenda

Appendix A

A. Board Meeting Minutes from October 17, 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)
October 17, 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

October 17, 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, OCTOBER 17, 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 Chairman House.

C. Roll Call

Board Members in attendance were Chairman Todd House, Clerk Gene Gehrt, Director Jeff Cross, Director Jason Moeller and Director Larry Strand.

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 Gene Neil was in attendance, along with Board Secretary and HR Generalist Sherry Mueller.

1. Review and approval of the September 2018 financial reports and bank reconciliations. (BOD #2018-10-01)

Motion by Director Cross to approve the September 2018 financial reports and bank reconciliations.

Seconded by Director Strand.

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

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

October Employee Service Anniversaries were recognized:

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**

2 Years: Emergency Medical Technician **Sarah Koupal**

1 Year: Emergency Medical Technician **Chris Wohlforth**

Official Pinning Ceremony – Engineer

Engineer Ryan Ledbetter

Engineer Bill Tavares

3. Call to the Public. (BOD #2018-10-N/A)

No requests from anyone in the Public to speak.

4. Consideration and possible approval of all consent agenda items listed below (BOD #2018-10-03):

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

E. Agreement with The Salt River Project

Motion by Director Strand to approve all consent agenda items.

Seconded by Clerk Gehrt.

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

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

Fire Chief Mike Farber introduced Wade Brannon from Pinal County Emergency Management. Assistant Chief Rick Ochs explained to the Board that Pinal County is asking for our support. There is no binding obligation on our end and the agreement would bring some benefit and protection to our area of Pinal County.

Wade Brannon explained to the Board that this is a cooperative planning agreement between Pinal County, Federal agencies and the State Department of Fire & Forestry Management. The purpose of the agreement is a communications planning document regarding fuel treatments and fire management within wildland, urban and interface areas. This agreement does not obligate SFMD to anything. Apache Junction is identified as a low risk area community.

Motion by Director Strand to adopt the Pinal County Community Wildfire Protection Plan formally adopting Resolution #2018-10-17-17.

Seconded by Director Cross

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

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

This is a housekeeping item regarding A.R.S. §16-229 stating that SFMD has complied with the Federal and State Election laws for the 2018 elections.

Motion by Director Moeller 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.

Seconded by Director Cross

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

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)**

Fire Chief Mike Farber presented the 2017/2018 Annual Report to the Board. He pointed out some of the highlights in the annual report beginning with the Pilot Program for Engine 263 adding a second Engine in January 2018. We implemented quarterly Captains training conferences. The self – inspection program was rolled out last year in 2017 for low hazard to businesses. We created and implemented an employee growth and development evaluation process. We onboarded two Firefighters, a Mechanic and eleven Transportation Services employees.

Administrative Services Director Anna Butel added that we had 5,068 transports last year, which is an 18% increase from the previous year. Response time and the ambulance collection rate both increased. Transportation Services was awarded the general rate increase from the Arizona Department of Services. Over the last 5 years we brought in approximately $3 million through State and Federal Grant funding. Most notably, this year we received the SAFER Grant, which will allow us to onboard new Firefighters. Training hours are up 39% from previous the year.

Motion by Clerk Gehrt to approve the 2017/2018 Annual Report and adoption of Resolution #2018-10-17-16, formally adopting the 2017/2018 Annual Report.

Seconded by Director Strand.

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

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

Assistant Chief Rick Ochs said this agreement has been a mere handshake for the last several years. Central Arizona College has provided us with funding (approximately $6,400) every year to put one of our employees in a Paramedic class. In exchange for that, SFMD allows their Paramedic students to ride on our apparatus and complete there vehicular time. The only thing that has changed is they have asked to have this agreement in writing.

Motion by Director Strand to approve the Pinal County Community College District Affiliation Agreement.

Seconded by Director Cross and Clerk Gehrt.

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

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

Fire Chief Mike Farber explained that due to the November Board Meeting being the day before Thanksgiving, they may wish to move the November 2018 Board Meeting to an alternative date and time.

Motion by Clerk Gehrt to change the date and/or time of the November Board Meeting to **Tuesday, November 20, 2018 at 5:30 p.m.**

Seconded by Director Strand.

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

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

Senior Leadership Team (SLT):

Fire Chief Mike Farber

- General Rate Increase thanks to Roger Wood and Billy Warren's hard work
- ISO – Evaluation in December 2018
- Life Safety Council & TRWC Board Updates
- Captain Conference (9/12/2018) completed by Chief Ruiz

Assistant Chief of Emergency Operations Richard Mooney

- E263-A Stand-by for AJHS Homecoming Bonfire
- Type I Tactical Tender deployed to Walden, Colorado
  - Crew: Captain Logsdon and Engineer Wolfe
- A-Shift assisted an injured hiker off of Silly Mtn. on October 10th.
- Residential Structure Fire at 715 E. Linda Ave. on October 6th.
- Training:
  - 4th Quarter Ladder Training; TRT Ladder Operations at Scottsdale Training Center
  - EMS Training; Airway Lab CE Provided by Air Evac Services, October 15th & 29th
  - TRT Training; End of Year Drills at Scottsdale Training Center

Assistant Chief of Planning & Logistics Richard Ochs

- Oct. 20th Frontier ACE Hardware Home Safety Event
- Oct. 25th CCR/AED City of AJ Employees
- Oct. 27th City of AJ Halloween Event
- Nov. 3rd Superstition Mountain Museum Family Day Event
- Residential development at Idaho & Junction, and Superstition & Apache Tr.
- Transportation Services update

Administrative Services Director Anna Butel

SAFER Grant Update

- SFMD has requested to take 7 of the 12 firefighters in the original grant
- *Therefore, for the next 3 years SAFER requires that SFMD has a minimum of 90 operational firefighters on staff during the performance period of 2/28/19 - 2/28/22*
- Open recruiting has been posted on our Website & closed at 5pm today
- Candidates have already taken a written test and passed the CPAT
- Next step: go through all of the applications/resumes and invite 50 candidates for interviews scheduled throughout November

Administrative Services Continued

- The best 24 candidates will be invited to the Intern Academy on Dec 14th & 15th
- The final piece will be a Chiefs interview on 12/20/2018

Finance Director Roger Wood

- FY 2017 / 2018 financial audit fieldwork will begin on November 12, with delivery of the final audit report to the Board at the January Board meeting.
- General Rate Increase for Transportation Division

Pension Board

Clerk Gene Gehrt gave a Pension Board update. He stated that Brian Wyatt will be entering the DROP on October 31, 2018. His DROP date is October 31, 2023. We have two more individuals who will be entering the DROP this year. They are currently still working on paperwork. There is one more individual who will be entering the DROP early next year.

Board Sanctioned Committees

- N/A

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

None.

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

None.

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

Motion by Director Cross at 6:25 PM to adjourn the meeting.

Seconded by Clerk Gehrt.

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

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 Approval:

_____

Gene Gehrt, Board Clerk

Sherry Mueller

Superstition Fire & Medical District

Governing Board Meeting

Wednesday, October 17, 2018
5:30 pm

Agenda Item #1

BOD # 2018-10-01

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

Agenda Item #2

BOD # 2018-10-02

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

Phoenix Fire Academy 10/15/18

Brian Dover
Firefighter Recruit / Paramedic

Clint Musgrave
Firefighter Recruit / Paramedic

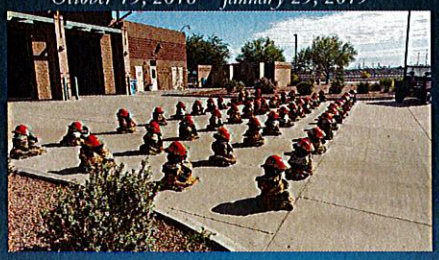
Phoenix Fire Academy

Kevin Montgomery
Firefighter Recruit / EMT

Dustin Farber
Captain / RTO

Phoenix Fire Academ

October 15, 2018 – January 25, 2019



19 Years of Service

Mitch McCollough
Engineer / Paramedic

Craig Horvath
Captain / Paramedic

19 Years of Service

Dave Pohlmann
Captain / Paramedic

Jeremy Rocha
Captain / Paramedic

11 Years of Service

Sammy Ramirez
Firefighter / Paramedic

Chris Robson
Firefighter

John Walka
Captain / Paramedic

4 Years of Service

Jason Chapman
Firefighter / Paramedic

Sean Matuszewski
Firefighter

4 Years of Service

Jay Nelson
Firefighter / Paramedic

Casey Schreiner
Firefighter

4 Years of Service

Joe Stiglitz
Firefighter

Andrew Tryon
Firefighter / Paramedic

Colt Weddell
Firefighter / Paramedic

3 Years of Service

Wes Fimbrez
Firefighter

Trace Leggett
Firefighter

3 Years of Service

Trey Schow
Firefighter

Roger Nasello
Fire Mechanic II

2 Years of Service

Sarah Koupal
Emergency Medical Technician

1 Year of Service

Chris Wohlforth
Emergency Medical Technician

Badge Pinning Ceremony

Ryan Ledbetter
Engineer / Paramedic

Bill Tavares
Engineer / Paramedic

Agenda Item #3

BOD # 2018-10-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 # 2018-10-03

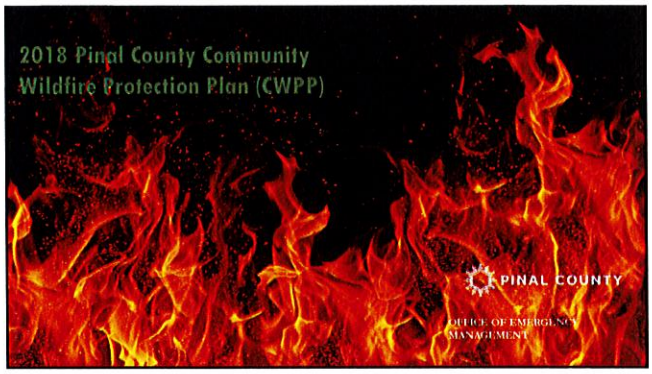
Consideration and possible approval of all consent agenda items listed below.

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
e. Agreement with Salt River Project

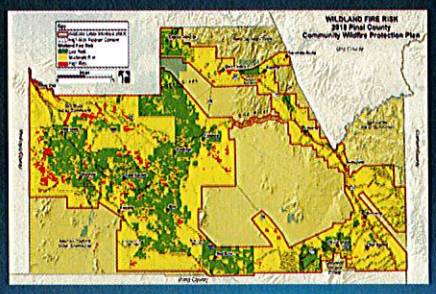
Agenda Item #5

BOD #2018-10-04

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



Pinal County



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

pinalcountyaz.gov/EmergencyManagement

PINAL COUNTY

OFFICE OF EMERGENCY MANAGEMENT

Agenda Item #6

BOD #2018-10-05

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

Agenda Item #7

BOD #2018-10-06

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.

SERVICE DELIVERY ENHANCEMENTS

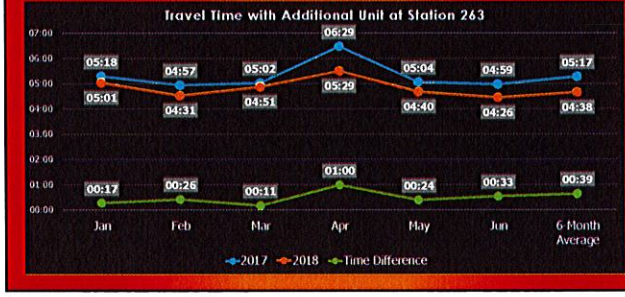
On January 8, 2018, SFMD embarked on a new strategy to enhance service delivery, increase survival rates, reduce fire spread, and lessen firefighter fatigue. This came by the way of adding a second unit to Station 263, now housing both an Engine and Ladder Company.

The purpose of adding a second unit is to prioritize an identified community risk with the integration and strategic allocation of emergency response resources to reduce negative impacts.

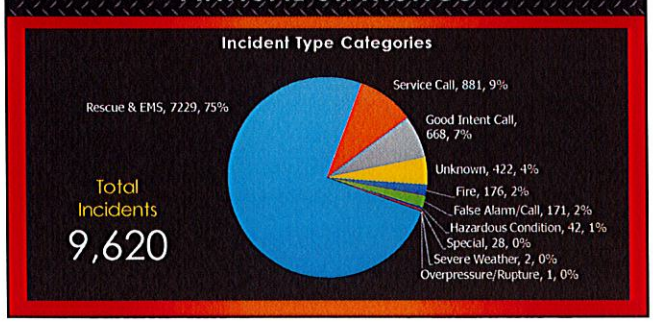
In recent years, response data has shown Station 263 to be our busiest station, and often times our crews were subjected to a "standup 48," meaning the crews were running call after call with very little down time in between. When a unit is so busy running calls all day, at some point it affects response times due to firefighter fatigue or because they are often not responding from the station, but rather from the location of the last call. With the second unit at Station 263, the impact on response times has been significant.

During the pilot study, it was identified early on that response times decreased significantly. From January through June, the average response time decrease was 39 seconds.

SERVICE DELIVERY ENHANCEMENTS



ANNUAL STATISTICS



ANNUAL STATISTICS

Accomplishments

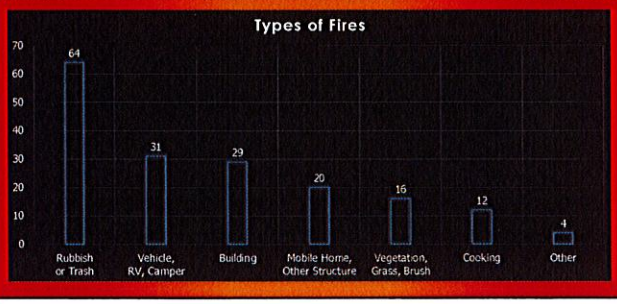
- The second unit out of Station 263 was added which lowered response times district-wide.
- SFMD identified the need for additional training and has implemented quarterly Captain Conferences throughout the year.
- The Self-Inspection Program was rolled out for low hazard small businesses in our district.
- The Training Division facilitated additional EMS training and East Valley Command Training.
- Created and implemented an Employee Growth and Development Evaluation process.
- Successfully on boarded two Firefighters, one Mechanic, and eleven Transport Services employee.
- Hosted and facilitated Hostile Work Environment, Harassment, and Sexual Harassment classes for all employees.

Average Response Time Emergent Incidents

4:38

This is a 15% decrease from last year's 5:27.

FIRE SUPPRESSION



FIRE SUPPRESSION

Fires - 2 Engines + 1 Ladder

	2018 Jan-Jun	2017 Jan-Jun
Total Fires	20	12
Arrived in less than 8 minutes	7 - 35%	0 - 0%
Arrived between 8 - 9 minutes	3 - 15%	0 - 0%

Pre-Incident Value of Property & Content
$12 million

Property & Content Saved Value
$8.7 million

Percentage of Property & Content Saved
71%

FIRE SUPPRESSION

Average Response Times by Unit

	Processing Time	Turnout Time	Travel Time	Reflex Time
Battalion 261	0:56	0:58	6:08	8:00
Engine 261	0:35	0:53	4:02	5:30
Engine 262	0:35	0:57	5:27	6:58
Ladder 263	0:37	0:58	4:40	6:15
Engine 263	0:42	0:53	4:29	6:04
Ladder 264	0:37	0:50	4:50	6:23
Engine 265	0:41	0:59	5:39	7:18
All Fire Apparatus	**0:38**	**0:55**	**4:38**	**6:11**

EMERGENCY MEDICAL SERVICES

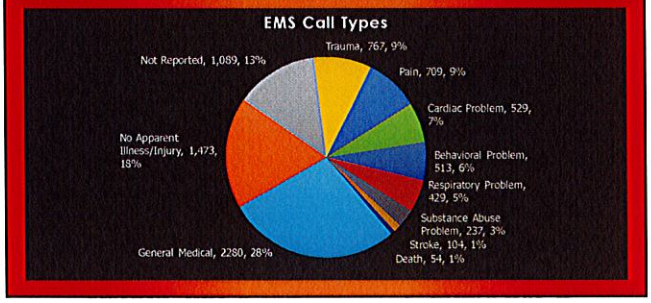
2017 Cardiac Arrest Survival Rate

AZ Statewide Survival Rate	SFMD Survival Rate
9.6%	28%

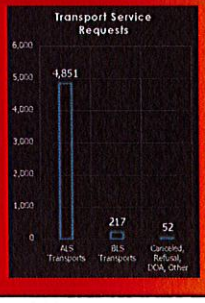
Cardiac Arrest Survival Rate

	2013	2014	2015	2016	2017	5 Years
Total Patients Vital/Victim	11	8	13	10	25	67
Survived to Hospital Discharge	4	3	4	4	7	22
Overall Survival Rate	36.4%	37.5%	30.8%	40.0%	28.0%	32.8%

EMERGENCY MEDICAL SERVICES



TRANSPORT SERVICES



Total Transports
5,068

Average Ambulance Transports per Day
14

During the 2017/18 fiscal the Transport Services Division had improvements across the board. Aside from the increase in call volume there were other notable accomplishments;

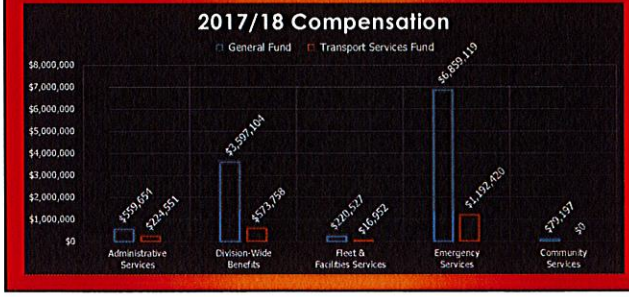
- Our Response Time compliance went from 94% just last year to 95% this year.
- Ambulance Collection Rates increased 2% from last year.
- SFMD was awarded a General Rate increase from the Arizona Department of Health Services.

TRANSPORT SERVICES

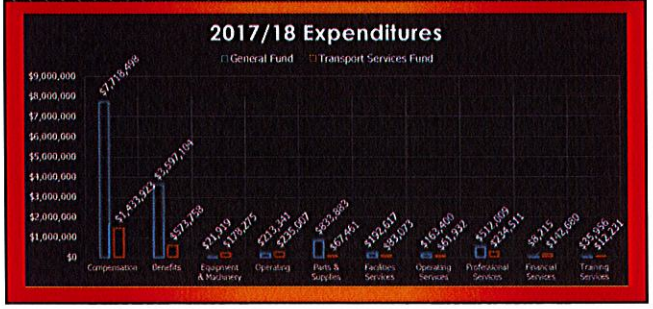
Code 3 Ambulance Response Time Compliance Rates

	AZ Dept. of Health Services Compliance Standard	SFMD Compliance Rate for Evaluation Period (to date) Jan. 2016 thru Jan. 2019
Percentage of Calls at 8:59 or less	90%	95% ✓
Percentage of Calls at 14:59 or less	95%	99% ✓
Percentage of Calls at 19:59 or less	100%	100% ✓

ANNUAL BUDGET



ANNUAL BUDGET



GRANT FUNDING

Grant Awards

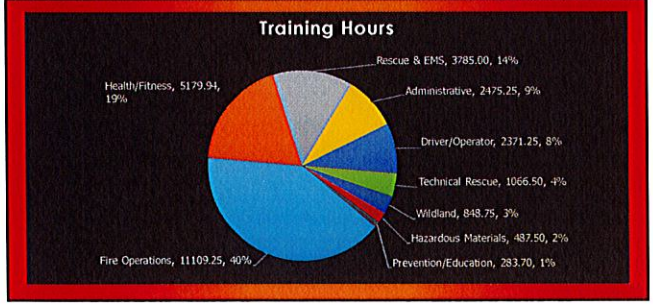
Grant Name	Amount	Year Awarded
SAFER	$[illegible]	2013/14
Smoke Alarms	$[illegible]	2013/14
Knox	$[illegible]	2013/14
Voice Confidencing	$[illegible]	2013/14
Ambulance	$[illegible]	2013/14
Commercial Burning	$[illegible]	2013/17
Fire Prevention	$[illegible]	2016/17
Community Risk	$[illegible]	2017/18
2018	$[illegible]	2018/19
Total	**$3,027,962**	

Grant Funding

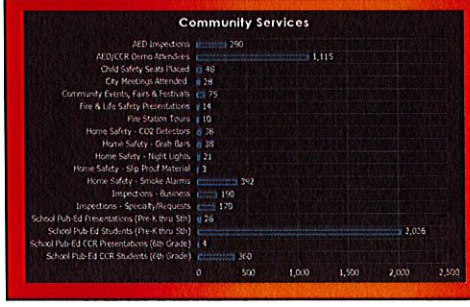
Each year SFMD authors applications for Federal, State, and private grant funding. This year the district is proud to announce our award of $2,003,706 in Federal funding for the hiring of firefighters. This grant covers compensation of these new firefighters over a 3 year period.

SFMD will continue its relentless pursuit of grant funding in years to come!

TRAINING & COMMUNITY SERVICES



TRAINING & COMMUNITY SERVICES



CCR Demonstrations (Hands -Only CPR)

1,115 community members were trained to perform this life-saving technique

THANK YOU!

Questions or comments?

Agenda Item #8

BOD #2018-10-07

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

Agenda Item #9

BOD #2018-10-08

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

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

Agenda Item #10

BOD #2018-10-09

Reports

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

Fire Chief Report

- General Rate Increase
- ISO – Evaluation in December 2018
- Life Safety Council & TRWC Board Updates
- Captain Conference (9/12/2018) completed by Chief Ruiz

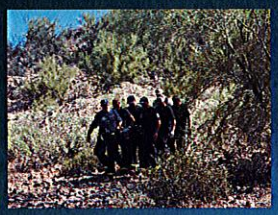
Operations Update

- A- Shift E-263
- Stand-by
- AJHS Homecoming Bonfire

Operations Update

- Wildland Type I Tactical Tender
- Wolfe & Logsdon
- Walden, Colorado

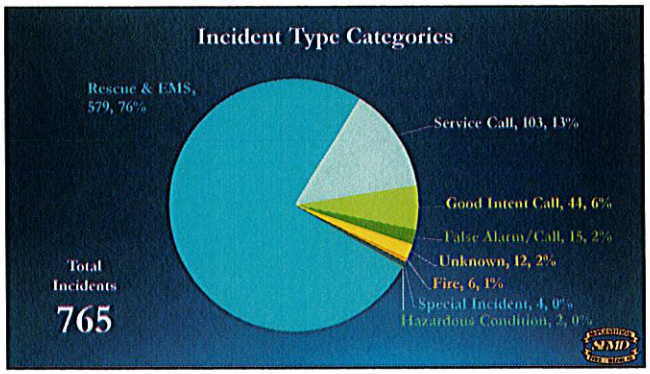
Operations Update



- October 10, 2018
- A-Shift
- Injured Hiker Rescue
- Silly Mountain

Operations Update

- Residential Structure Fire
- October 6, 2018
- 715 E. Linda Ave.
- Structure Value $199,000 Structure Lost $5,000 Contents Lost $1000
- **Dispatched:** 0427
- **1st Unit On Scene:** 0431 (E263)
- **2nd Unit On Scene:** 0431 (L263)
- **3rd Unit On Scene:** 0434 (E261)
- **On-Scene B261:** 0434
- **4th Unit On Scene:** 0435 (E262)



Training

- 4th Quarter Ladder Training
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- EMS Training
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  - Training Provided by Air Evac Services
  - Off-Duty Training October 15th & 29th
- TRT Training
  - End of Year Drill
  - Scottsdale Training Center

Planning & Logistics Update

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- Oct. 20th Frontier ACE Hardware Home Safety Event
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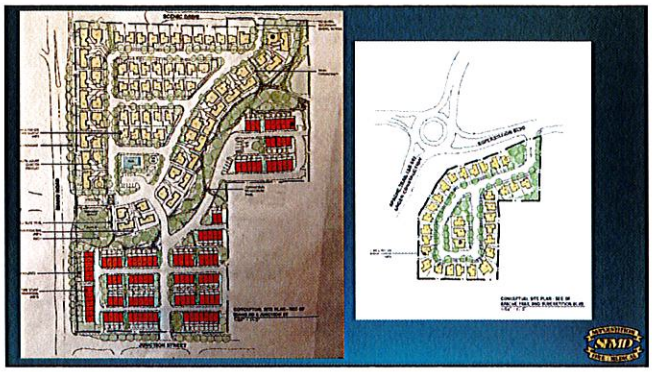

Transportation Services Update

Administrative Services Update

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Finance/Accounting Services Update

FY 2017 / 2018 financial audit fieldwork will begin on November 12, with delivery of the final audit report to the Board at the January Board meeting.

Agenda Item #11

BOD # 2018-10-10

New Business/Future Agenda Items

Agenda Item 12

BOD #2018-10-n/a

Announcements

Agenda Item #13

BOD # 2018-10-11

Adjourn

Ray's Printing, Inc.

PO Box 5400
Apache Junction, AZ 85178

Phone #
4809823087

Invoice

Date	Invoice #
10/17/2018	184807

Bill To
Superstition Fire & Medical District 565 N. Idaho Rd. Apache Junction, AZ 85119 (480)982-4440

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		10/17/2018			

Quantity	Description	Price Each	Amount
25	annual reports	1.936	48.40T
	Ordered by Lauren		
	Sales Tax	9.60%	4.65

Total	$53.05
Payments/Credits	$0.00
Balance Due	$53.05

Appendix B

B. Purchase of Portable Radios

Submitted By
Assistant Chief Rick Ochs

Background / Discussion

This is a purchase of five (5) Motorola, APX8000XE Dual Band Portable Radios utilized by Suppression Personnel. Each radio includes accessories consisting of; two batteries, battery charger, lapel microphone, belt clips, etc. These radios are being purchased to replace older portable radios which are no longer serviceable.

Radio package cost $9,019.78 each

Financial Impact/Budget Line Item
$45,098.90 Captial Fund: 200-70-72660-15

Superstition Fire & Medical District

Purchase Order

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

Date: November 01, 2018

TO: Motorola Solutions, Inc
1303 E Algonquin Rd
Schaumburg, IL 60196

Vendor ID: MOTOSO

Purchase Order # : **016557**

Requisition # : 15,666

Buyer:FMM
Created by:BAD
Created Date:11/1/2018
Updated by:BAD
Updated Date:11/1/2018

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

Page # : 1

Order Description: 5) APX8000XE Portable Radios

Line	AJFD Product #	Description	GL Acct #	Quantity	Unit Price	Amount
1	200COMMRADIOS	5) APX8000XE Portable Radios	200707266015	5.00	$9,019.7800	$45,098.90

Important Conditions

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

TOTAL **$45,098.90**

Purchasing Manager

Fire Chief

PURCHASING / PROCUREMENT FORM by PURCHASE ORDER (PO)

BOD # _____ PO # 16557

LIMITS	REQUIREMENTS	APPROVALS
$0.00 - $749.00	FORM Not Required	Budget Manager, BC, Executive Assist., Facilities Specialist, HR
$750.00 - $1,999.99	FORM Not Required BUT need **3** Documented quotes	Budget Manager, BC, Executive Assistant, Facilities Specialist, HR
$2,000.00 - $24,999.99	**3** Written Bids	Budget Manager, BC, Executive Assistant, Facilities Specialist **AND** (+2) Fire Chief, Assistant Chief or Finance Director
$25,000 or MORE	**3** Written Bids	Budget Manager, BC, Executive Assistant, Facilities Specialist **AND** (+2) Fire Chief, Assistant Chief or Finance Director **AND** Governing Board

Quote #1

Vendor Name: Motorola Solutions, Inc Vendor Phone #: 602-722-3956

Vendor Address: Phx, AZ

Quote Description: 5) Portable Radio's: model # APX8000XE @ 9,019.78

AZ State Contract#: ADSPO13-036880

See Attached Written Quote $ 45,098.90

Quote #2

Vendor Name: _____ Vendor Phone #: _____

Vendor Address: _____

Quote Description: _____

See Attached Written Quote $ _____

Quote #3

Vendor Name: _____ Vendor Phone #: _____

Vendor Address: _____

Quote Description: _____

See Attached Written Quote $ _____

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

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

APPROVAL:

DATE _____ DEPT. HEAD SIGNATURE _____

DATE _____ FINANCE DIRECTOR _____

DATE _____ ASSISTANT CHIEF SIGNATURE _____

11/6/2018 DATE FIRE CHIEF SIGNATURE

MOTOROLA SOLUTIONS

QUOTE-190648
SFMD APX8000XE

11/01/2018
01/30/2019

SUPERSTITION FIRE AND MEDICAL DISTRICT
565 N IDAHO RD
APACHE JUNCTION, AZ 85119
US

SUPPORT SERVICES
1455 E 18TH AV
APACHE JUNCTION, AZ 85219
US

Nick Spino
Sr. Account Executive
nick.spino@motorolasolutions.com
6027223956

SUPERSTITION FIRE AND MEDICAL DISTRICT
Vaughn Croshaw
vaugh.croshaw@sfmd.az.gov
9480) 982-5929

AZ State Contract: ADSPO13-036880
FREIGHT PREPAID
30 NET

	APX™ 8000 Series	APX8000XE					
1	H91TGD9PW5AN	APX 8000 ALL BAND PORTABLE MODEL 1.5*	5	$5,777.00	27.0%	$4,217.21	$21,086.05
1a	H301CN	DEL: DELETE BELT CLIP/ BASIC CARRY	5	-$10.00	0.0%	-$7.30	-$36.50
1b	QA05509AA	DEL: DELETE UHF BAND	5	-$800.00	0.0%	-$584.00	-$2,920.00
1c	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	5	$740.00	27.0%	$540.20	$2,701.00
1d	Q629AH	ENH: AES ENCRYPTION	5	$475.00	27.0%	$346.75	$1,733.75
1e	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	5	$5.00	27.0%	$3.65	$18.25
1f	H38BS	ADD: SMARTZONE OPERATION	5	$1,500.00	27.0%	$1,095.00	$5,475.00
1g	Q361AN	ADD: P25 9600 BAUD TRUNKING	5	$300.00	27.0%	$219.00	$1,095.00
1h	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	5	$515.00	27.0%	$375.95	$1,879.75

Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.

1i	QA00580AA	ADD: TDMA OPERATION	5	$450.00	27.0%	$328.50	$1,642.50
1j	HA00025AH	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE	5	$437.00	0.0%	$437.00	$2,185.00
1k	QA02006AC	ENH: APX8000XE RUGGED RADIO	5	$800.00	27.0%	$584.00	$2,920.00
1l	QA01427AG	ALT: APX8000/XE HOUSING GREEN	5	$25.00	27.0%	$18.25	$91.25
2	LSV00Q00381A	ENGRAVING SERVICES	5	$30.77	0.0%	$30.77	$153.85
3	PMMN4107ABLK	APX XE500 REMOTE SPEAKER MIC, BLACK, NO CHANNEL KNOB	5	$550.00	27.0%	$401.50	$2,007.50
4	PMNN4505A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 4850T	5	$179.00	27.0%	$130.67	$653.35
5	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	5	$170.00	27.0%	$124.10	$620.50
6	NTN8266B	BELT CLIP KIT	5	$12.00	27.0%	$8.76	$43.80

$41,350.05

$3,748.85

$45,098.90

- **PLEASE BE ADVISED:** Motorola Solutions is moving towards being more environmentally green and emailing invoices. You may receive an email invoice instead of a mailed invoice, depending on the purchase. In addition, the invoice may have a new address for submitting payments. If you have any questions or would like to change where your electronic invoices will be delivered, please contact your credit analyst or dial 800-422-4210.

- Additional information is required for one or more items on the quote for an order.

Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.

Appendix C

C. **Equipment purchase for new Pierce Engine (C-95) tentatively scheduled to be delivered in May, 2019.**

Submitted By
Assistance Chief Rick Ochs

Background / Discussion
All attached items relate to equipment or components necessary for the new Engine. All items and corresponding cost were included in the price of the apparatus purchase, and are available in the Capital Fund.

Financial Impact/Budget Line Item
$61,336.06 - Capital Fund

Estimate

Pinnacle Peak Holding Corporation
dba Setcom Corporation
3019 Alvin DeVane Blvd., Suite 560
Austin TX 78741
United States
Tax ID: 65-1226637
650.965.8020
www.SetcomCorp.com

Date	Expires	Estimate #
2/7/2018	3/9/2018	922936

Comments / Notes

Estimate 1 of 1: Six Wired Crew 977W4 Intercom System with Seventh Position Wireless.

Bill To	Ship To
Vaughn Croshaw Superstition Fire and Medical District 1455 East 18th Ave Apache Junction AZ 85119	Vaughn Croshaw Superstition Fire and Medical District 1455 East 18th Ave Apache Junction AZ 85119

Terms	Lead Time	Ship Via	FOB	Account Executive
Net 30	Four Weeks	UPS GRD	Austin, TX	Charlie Buttermann

Item	Qty	Units	Description	Detailed Description	Rate	Amount
IM-977W4	1		Intercom Mixer, System 900, Waterproof, with 1 Wireless Position	Waterproof Version of IM-950 Single Radio Interface, Fully Adjustable Use with RCB or RC-xx__ cable types Full Duplex Intercom 4 Radio Transmit Circuits, Conxall Jacks 1 Wireless Position (requires CSB-900W4 type headset) Remote Port for Up to 4 Additional Intercom-Only Positions 2 Footswitch Ports: (1 assignable to HS1 or HS2, 1 assignable to HS3 or HS4) AUX Audio Input Automatic AUX Muting on PTT or Radio RX (selectable), 3-second delayed recovery from AUX Mute Fully Isolated DC Power for Noise Immunity TX Audio PTT Lockout Can connect to 2 radios with RRC-950 (requires 25-0108 cable)	1,045.00	1,045.00
CSB-900W4	1		Liberator Wireless Headset	Setcom Liberator Wireless Headset Generation 4 Cell Phone Capable Option Available for Additional Cost	550.00	550.00
14-7014	1		Headset Hanger Hook		10.00	10.00
25-1004	1		5 Foot Power Cable for 900 Series Wireless Headset and Base		12.00	12.00
CSB-970R-1	1		Headset	Radio Transmit Headset, System 977 Dual Ear Muff - Behind-the-Head Right Cable Dress	405.00	405.00

Ref Diagram

Setcom

Estimate

Date	Expires	Estimate #
2/7/2018	3/9/2018	922936

Comments / Notes

Estimate 1 of 1: Six Wired Crew 977W4 Intercom System with Seventh Position Wireless.

Terms	Lead Time	Ship Via	FOB	Account Executive
Net 30	Four Weeks	UPS GRD	Austin, TX	Charlie Buttermann

Item	Qty	Units	Description	Detailed Description	Rate	Amount
				Always Live on the Intercom Radio Push-to-Talk and Volume Control in the Headset 15' Coil-Cord with Twist Lock Connector Stainless Steel Headband Gel Filled Ear Muffs for Greater Comfort		
CSB-970L-1	1		Headset	Radio Transmit Headset, System 977 Dual Ear Muff - Behind-the-Head Left Cable Dress Always Live on the Intercom Radio Push-to-Talk and Volume Control in the Headset 15' Coil-Cord with Twist Lock Connector Stainless Steel headband Gel Filled Ear Muffs for Greater Comfort	405.00	405.00
RC-6MU4K	1		Radio Cable	6' Radio Cable, System 900, 1310, or 1600 For Motorola APX/XTL series of mobile radios, dash-mount or remote-mount versions, also for PM1500 Radios.	210.00	210.00
JS-971-20	1		Jumpseat Station	Two Jacks for Intercom-Only Positions One Expansion Port for Another JS-971 or for a JS-970 20' Cable, Weatherproof Enclosure	270.00	270.00
JS-970-20	1		Jumpseat Station for 977	Two 4-pin Conxall jacks for Intercom only postions, 20' cable	225.00	225.00
CSB-971R-8	2		*Headset	Intercom Only Headset, System 977 Dual Ear Muff - Behind-the-Head Right Cable Dress Intercom Push-to-Talk (Push-On/Push-Off) and Volume Control in the Headset 15' Coil-Cord Stainless Steel Headband	405.00	810.00

Ref Diagram

Setcom

Estimate

Date	Expires	Estimate #
2/7/2018	3/9/2018	922936

Comments / Notes

Estimate 1 of 1: Six Wired Crew 977W4 Intercom System with Seventh Position Wireless.

Terms	Lead Time	Ship Via	FOB	Account Executive
Net 30	Four Weeks	UPS GRD	Austin, TX	Charlie Buttermann

Item	Qty	Units	Description	Detailed Description	Rate	Amount
CSB-971L-8	2		*Headset	Gel Filled Ear Muffs for Greater Comfort Intercom Only Headset, System 977 Dual Ear Muff - Behind-the-Head Left Cable Dress Intercom Push-to-Talk (Push-On/Push-Off) and Volume Control in the Headset 15' Coil-Cord Stainless Steel Headband Gel Filled Ear Muffs for Greater Comfort	405.00	810.00

Items marked with an asterisk (*) are special order and non-returnable.

We appreciate the opportunity to work with you on this project.

Also, please note our return policy: http://www.setcomcorp.com/returns.html

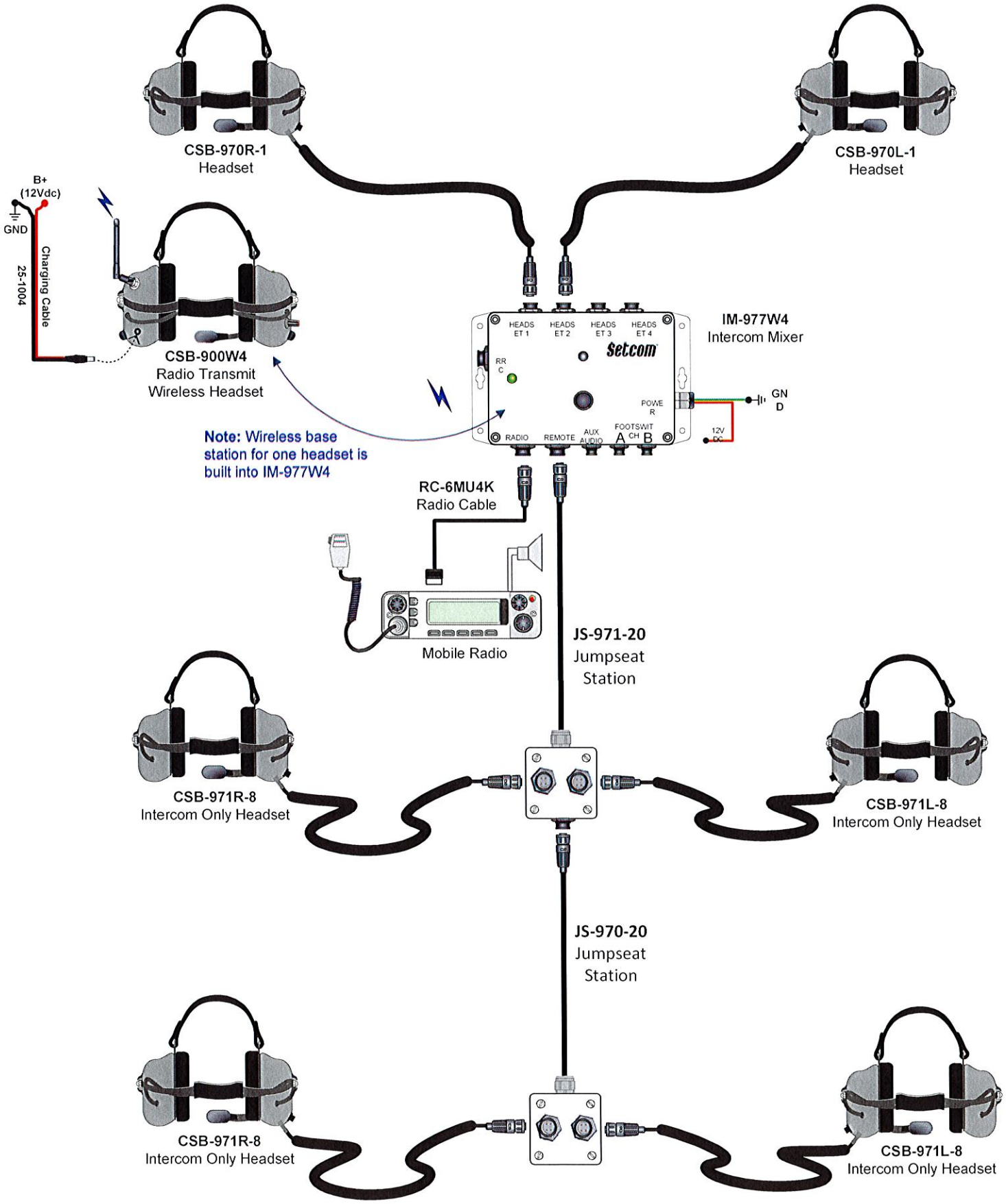
Subtotal	4,752.00
Shipping Cost (UPS GRD)	80.40
Total	$4,832.40

Ref Diagram

Setcom CORPORATION
3019 Alvin DeVane Blvd.
Ste. 560
Austin, TX 78741
Phone: (650) 965-8020
www.setcomcorp.com

Setcom Intercom 977

6 Wired Users
1 Wireless User



MOTOROLA SOLUTIONS

Quote Number: QU0000430691
Effective: 07 FEB 2018
Effective To: 08 APR 2018

Bill-To:
SUPERSTITION FIRE AND MEDICAL DISTRICT
565 N IDAHO RD
APACHE JUNCTION, AZ 85219
United States

Ultimate Destination:
SUPERSTITION FIRE AND MEDICAL DISTRICT
1455 E 18TH AVE
APACHE JUNCTION, AZ 85119
United States

Attention:
Name: Vaughn Croshaw
Email: vaughn.croshaw@sfmd.az.gov
Phone: (480) 982-5929

Sales Contact:
Name: Nick Spino / Walter Whately
Email: nick.spino@creativecom.com
Phone: (602) 955-8405

Request For Quote: SFMD APX8500
Contract Number: ARIZONA STATE
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	% Discount Price	Extended Price
1	1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	$9,250.00	$6,838.63	26.07	$6,838.63
1a	1	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	-	-		-
1b	1	W22BA	ADD: STD PALM MICROPHONE APEX				
1c	1	GA01513AA	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)				
1d	1	G67DF	ADD: REMOTE MOUNT MP				
1e	1	GA00268AA	ADD: RFID LABEL				
1f	1	GA00318AF	ADD: 5 YEAR SERVICE FROM THE START LITE				
1g	1	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY				
1h	1	G843AH	ADD: AES ENCRYPTION APX				
1i	1	G806BL	ENH: ASTRO DIGITAL CAI OP APEX				
1j	1	G51AT	ENH: SMARTZONE OPERATION APX				
1k	1	B18CR	ADD: AUXILARY SPKR 7.5 WATT				
1l	1	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	-	-		-
1m	1	G361AH	ADD: P25 TRUNKING SOFTWARE				
1n	1	GA00580AA	ADD: TDMA OPERATION				
1o	1	GA05509AA	DEL: DELETE UHF BAND				
1p	1	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-		-
1q	1	G442AJ	ADD: O5 CONTROL HEAD				
1r	1	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-		-

Estimated Tax Amount $622.31

Total Quote in USD $7,460.94

Pricing per Motorola's Arizona State Contract: ADSPO13-036880, with taxes estimated at 9.1% and shipping FedEx ground is included.

PO Issued to Motorola Solutions Inc. must:

>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
>Have a PO Number/Contract Number & Date
>Identify "Motorola Solutions Inc." as the Vendor
>Have Payment Terms or Contract Number
>Be issued in the Legal Entity's Name
>Include a Bill-To Address with a Contact Name and Phone Number
>Include a Ship-To Address with a Contact Name and Phone Number
>Include an Ultimate Address (only if different than the Ship-To)
>Be Greater than or Equal to the Value of the Order
>Be in a Non-Editable Format
>Identify Tax Exemption Status (where applicable)
>Include a Signature (as Required)

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

CURTIS
TOOLS FOR HEROES

Southwest Division
4647 South 33rd Street
Phoenix, AZ 85040
www.LNCURTIS.com
Quotation No. 76125

Quotation

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

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

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
76125	3/6/2018	4/6/2018

SALESPERSON
Gary Norton
gnorton@lncurtis.com
480-296-5202

CUSTOMER SERVICE REP
Alex Rodriguez
ARodriguez@lncurtis.com
602-800-7844

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

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

NOTES & DISCLAIMERS

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

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	5	EA	FTTF341 TFT	1.5NHF 15/16" & 1/2" ORIFICE VALVE PG FLIP TIP NOZZLE Open Market (New Force)	$675.00	$3,375.00
2	1	EA	UPB41 BEN NAW	CABLE CUTTER Open Market	$19.32	$19.32
3	1	EA	0390MHX HKP	HARD CHAIN CUTTER 36" Open Market	$285.00	$285.00
4	1		PP06 FLAMEFIGHTER	6' PIKE POLE FIBERGLASS HANDLE Open Market	$52.00	$52.00
5	1		PP08 FLAMEFIGHTER	8' PIKE POLE FIBERGLASS HANDLE Open MArket	$59.00	$59.00

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Phoenix, AZ 85040
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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
6	1		DWH08 FLAMEFIGHTER	8' DRY WALL HOOK Open Market	$80.00	$80.00
7	1		DWH06 FLAMEFIGHTER	6' DRY WALL HOOK Open Market	$73.00	$73.00
8	1		81066 PECO	GENTLE GIANT M-1 SERIES SNAKE TONGS Open Market	$100.00	$100.00
9	1	EA	423RD RBFAB	RED HIGH RISE HOSE PACK Open Market	$83.00	$83.00
10	1	EA	HS-150 RBFAB	HOSE STRAP FOR UP TO 150' OF HOSE Open Market	$74.50	$74.50
11	2	EA	7210120 JUSTRITE	1GAL IIAF RED SFTY CAN 5/8" METAL HOSE Open Market	$74.00	$148.00
12	1	EA	SOSLZK5 TBF	V1727 TURBOFLARE USA, 4-RED & 1-BLUE SOS TURBOFLARES AND CARRY CASE Open Market	$425.00	$425.00
13	4	PR	485MJDL NEESE	LAR FL YEL/GRE DELUXE MOTORCYCLE JACKET Open Market	$60.00	$240.00
14	4	EA	M2002LR SHELTER	LARGE SIZE FOREST FIRE SHELTER, WITH POUCH AND PLASTIC LINER Open Market	$420.00	$1,680.00
15	8	EA	100477 HSP	18" 3# ORANGE TRAFFIC CONE WITH 6" REFLECTIVE COLLAR, 4318R6 Open Market	$12.00	$96.00
16	1	EA	32911 STECK	BIGEASY PUBLIC SAFETY LOCKOUT KIT Open Market	$50.00	$50.00

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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
17	2	EA	V01170XL DADANT	BEE SUIT AND VIEL HATCOMBO XL	$84.00	$168.00
				Open Market		

DUNS NUMBER: 009224163
SIC CODE: 5099
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 4/6/2018. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	$7,007.82
Tax Total	$637.71
Transportation*	$0.00
***(to be added when order ships)**	
Total	$7,645.53

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Quotation No. 75111

Quotation

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

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

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
75111	3/6/2018	4/6/2018

SALESPERSON
Gary Norton
gnorton@lncurtis.com
480-296-5202

CUSTOMER SERVICE REP
Alex Rodriguez
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602-800-7844

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

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

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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	5	EA	HMLTO TFT	1.5NH 70-200GPM @ 75PSI MIDMATIC NOZZLE TIP * THIS NOZZLE TIP DOES NOT HAVE A SHUTOFF	$609.00	$3,045.00
2	1	EA	HVITG12 TFT	1.5NH VIT NOZZLE WITH 15/16" ORIFICE TIP INSERT WITH PG	$332.50	$332.50
3	1	EA	FS3STACK TFT	1.5NH STACKED NOZZLE TIPS 1-1/4"- 1-1/8"- 1" ORIFICE	$94.50	$94.50
4	1	EA	H2VPP TFT	2.5NHF X 1.5NHM PLAYPIPE WITH SHUTOFF	$609.00	$609.00
5	2	EA	HTO TFT	1.5NH HANDLINE 95-300GPM NOZZLE TIP	$696.50	$1,393.00
6	1	EA	BBGH TFT	1NH ULTIMATIC NOZZLE WITH GRIP 10-125GPM	$679.00	$679.00
7	1	EA	UE095NF TFT	1.5NHFX1.5NHM 95GPM INLINE FOAM EDUCTOR * WITH 36" PICKUP HOSE WITH STAINLESS STEEL WAND	$591.50	$591.50
8	1	EA	3615N15N	36 1.5NHMX1.5NHM ROCKER LUG DOUBLE MALE ADAPTER	$11.00	$11.00

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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
9	1	EA	F140F TFT	1.5NHFX1.5NHM SHUTOFF 1-3/8" WATERWAY	$241.50	$241.50
10	2	EA	S5450S45N	S54 5STZX4.5NHFLH STORZ TO SWIVEL FEMALE ADAPTER	$155.00	$310.00
11	2	EA	3515N15N	35 1.5NHFRLX1.5NHFRL DOUBLE FEMALE SWIVEL ADAPTER	$18.00	$36.00
12	2	EA	3525N25N	35 2.5NHFRLX2.5NHFRL DOUBLE FEMALE SWIVEL ADAPTER	$28.00	$56.00
13	2	EA	3615N15N	36 1.5NHMX1.5NHM ROCKER LUG DOUBLE MALE ADAPTER	$11.00	$22.00
14	2	EA	3625N25N	2.5NHMX2.5NHM RL DBL MALE ADPTR	$16.00	$32.00
15	1	EA	S54RL50S25N	S54RL 5STZX2.5NHFRL STORZ TO SWIVEL FEMALE ADAPTER	$125.00	$125.00
16	2	EA	3725N15N	37 2.5NHFRLX1.5NHM ADAPTER	$17.00	$34.00
17	2	EA	3715N10N	37 1.5NHFRLX1NHM ADAPTER	$13.50	$27.00
18	1	EA	AY8STNJ TFT	5STZSWX2-2.5NHM GATED WYE	$1,312.50	$1,312.50
19	2	EA	AYNJNF TFT	2.5NHF X 2-1.5NHM GATED WYE VALVE	$332.50	$665.00
20	1	EA	79803004 AKR	5STZX6NHFLH BLA MAX PIRV VLV W/ CAP	$2,210.00	$2,210.00
21	1	EA	27109 NUP	BD1036 10# SLEDGE HAMMER WITH 36" HANDLE	$46.00	$46.00
22	1	EA	UCC24 ZICO	24" BOLT CUTTER	$260.00	$260.00
23	1	EA	100PP COUNCIL	48" 10# PINCHPOINT STEEL CROWBAR	$30.00	$30.00
24	1	EA	33060 NUP	FP6 6# FLATHEAD AXE	$57.00	$57.00
25	2	EA	31060 NUP	AP6 6# PICK HEAD AXE	$59.00	$118.00
26	1	EA	DWHS10 FIRE HOOKS	10' DRY WALL HOOK	$142.00	$142.00
27	1	EA	35616 NUPLA	CWH-4YD 4' HD CLASSIC CEILING WALL HOOK WITH D-HANDLE	$83.00	$83.00
28	1	EA	36566 NUPLA	RH-8D 8' CLASSIC NUPLAGLAS ROOF VENTILATION PIKE POLE, WITH D-HANDLE	$80.00	$80.00
29	1	EA	22000600 PARA	30" HOOLIGAN TOOL STD CLAW	$224.00	$224.00
30	1	EA	13120 NUP	RM2 2# RUBBER MALLET	$20.00	$20.00
31	1	EA	72061 NUP	RP14LE #2 ROUND POINT SHOVEL W/ 48" HNDL	$28.00	$28.00
32	1	EA	72075 NUP	SP14LE #2 ASQUARE POINT SHOVEL WITH 48" HANDLE	$28.00	$28.00
33	1	EA	72181 NUP	WSD10D-E 27" ERGO-POWER #10 WESTERN SCOOP SHOVEL WITH D-HANDLE GRIP	$35.00	$35.00
34	1	EA	EKS12 FIRE HOOKS	ELEVATOR KEY SET	$190.00	$190.00
35	2	EA	FSW1 ZICO FOLDING	SPANNER WRENCH WITH PRY	$27.48	$54.96

Ph: 602-453-3911
TF: 877-453-3911
Fax: 602-453-3910
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DUNS#: 00-922-4163

CURTIS
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Southwest Division
4647 South 33rd Street
Phoenix, AZ 85040
www.LNCURTIS.com
Quotation No. 75111

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
36	1	EA	240 AMEREX	2.5GAL 2A WATER FIRE EXTINGUISHER	$95.00	$95.00
37	1	EA	A411 AMEREX	20# ABC EXTINGUISHER	$120.00	$120.00
38	1	EA	10116925 MSA	MONOCHROME DISPLAY, LEL / O2 / CO / H2S / SO2 ALTAIR 5X MULTIGAS DETECTOR ONLY	$2,300.00	$2,300.00
39	1		9101100 TEMPEST	DD16H48 16" DIR DRIVE BLOWER W/ 4.8HP ENG	$1,800.00	$1,800.00
40	4	EA	WEBHR1100BK WOLF PK	WEB GEAR HARNESS NFPA LABELLED .	$100.00	$400.00
41	1	EA	A01ST TFT	5STZ BLIND CAP WITH CABLE	$63.00	$63.00
42	100	FT	263200 CMC	1/2" WHI GEN USE LIFELINE ROPE FT 1ea- 100' lenght	$1.15	$115.00
43	1	EA	CH5401C SO PARK	CHR BR CROWBAR HOLDER SET	$139.62	$139.62
44	1	EA	M25N	2.5NHM RIGID; MOUNTING PLATE	$13.00	$13.00
45	12	EA	1004-B PERF ADV	HANDLELOK WITH BLACK STRAP	$35.10	$421.20
46	1	EA	NCM1 ZICO	5.5" I.D. NOZ CUP MOUNT W/ TIE DOWN STRAP	$77.28	$77.28
47	1	EA	KT K-TOOL	WITH POUCH & KEY TOOLS	$135.00	$135.00
48	2	EA	1483 RH	TRIPLE HOLDER; W/ WRENCHES KIT	$124.00	$248.00
49	1	EA	1462 RH	DOUBLE HOLDER; W/ WRENCHES KIT	$66.00	$66.00
50	1	EA	A3810 TFT	JUMBO SPANNER SET; W/ BRKT, CONSISTS OF: 4ea # A3090 JUMBO SPANNERS 1ea # A3815 BRACKET	$105.00	$105.00
51	1	EA	22889048G2 PARA	MODEL 48, 91 TON, 3 LIFT BAG SET * CONSISTING OF; 1- 22-88150G2 KPI 17 19 TON MAXIFORCE AIR BAG 1- 22-888170G2 KPI32 38 TON MAXIFORCE AIR BAG 1- 22-888165G2 KPI28 34 TON MAXIFORCE AIR BAG 1- 22-890800 OPERATION MANUAL	$3,300.00	$3,300.00
52	1	EA	22890351G2150 PARA	BASIC CONTROL KIT, G2 CONSISTING OF: 1 - 22-890900G2150 DUAL DEADMAN SAFETY RELIEF AND CONTROL VALVE 1 - 22-895401G2 5500 200# PRESSURE REGULATOR 1 - 22-890515 3/8" 16' YELLOW HOSE WITH CPLGS 1 - 22-890516 3/8" 16' RED HOSE WITH CPLGS 1 - 22-890513 3/8" 16' BLACK HOSE WITH CPLGS 1 - 22-890800 OPERATIONS MANUAL	$1,490.00	$1,490.00

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

CURTIS
TOOLS FOR HEROES

Southwest Division
4647 South 33rd Street
Phoenix, AZ 85040
www.LNCURTIS.com
Quotation No. 75111

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
53	1	EA	22890514 PARA	3/8" 16' BLU HOSE W/ CPLGS	$72.00	$72.00
54	3	EA	22890490150 PARA	INLINE RELIEF VALVE- 165PSI	$158.00	$474.00
55	1	EA	1560B PELICAN	LARGE BLACK CASE 20.6" X 16.9" X 8" OD	$185.00	$185.00
56	7	EA	NP17X50R15N AAH	1.75X50' CPLD 1.5NH RED NDURA DJ NYL HOSE	$136.00	$952.00
57	4	EA	NP20X50Y15N AAH	2X50' CPLD 1.5NH YELLOWNDURA DJ NYL HOSE	$171.00	$684.00
58	9	EA	NP25X50R25N AAH	2.5X50' CPLD 2.5NH RED NDURA DJ NYL HOSE	$191.00	$1,719.00
59	6	EA	NP30X50R25N AAH	3X50' CPLD 2.5NH RED NDURA DJ NYL HOSE	$257.00	$1,542.00
60	10	EA	HFX50X100Y50S AAH	5X100' CPLD 5STZYELLOW HFX NITRILE RUBBER HOSE	$598.00	$5,980.00
61	1	EA	10VSC1218R GOS	10V 12'X18' RED 10oz VINYL SALV COVER	$135.00	$135.00
62	1	EA	10VSC1218Y GOS	10V 12'X18' YEL 10oz VINYL SALV COVER	$135.00	$135.00
63	1	EA	10VSC1218GR GOS	10V 12'X18' GREEN 10oz VINYL SALV COVER	$135.00	$135.00
64	2	EA	10VHR318R GOS	10V 3'X18' RED 10oz VINYL HALL RUNN	$34.00	$68.00

DUNS NUMBER: 009224163
SIC CODE: 5099
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 4/6/2018. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	$36,191.56
Tax Total	$3,275.33
Transportation*	$0.00
***(to be added when order ships)**	
Total	$39,466.89

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

Quote

Customer Number	Date	Order Number
C12705	10/24/2018	QO-14738

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

c/o Support Services
Attn: Vaughn Croshaw - PO 01634
1455 E 18th Ave
Apache Junction, AZ 85219
(480) 797-7392

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

Item No	Qty	Description	Sales Price	Disc	Total
MA3-1700600M-NNA	1	Cradlepoint IBR1700-600M Router with LP6 Modem and 3 Year NetCloud Essentials Prime	1,130.47	0%	1,130.47
CP-1020-1-PAN	1	Panorama Low Profile Dome 9 in 1 Antenna with 4 cellular - 4 WiFi - 1 GPS - White	399.06	0%	399.06
MC400-600M-C-AT	1	CradlePoint LTE Advanced (600 Mbps) modem for AT&T/FirstNet	400.77	0%	400.77

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

Subtotal:	**1,930.30**
Freight:	**0.00**
Tax:	**0.00**
Total:	**1,930.30**

Date: September 6th, 2018

To: Topaz Regional Wireless Cooperative (TRWC) Board of Directors

From: Dale Shaw, TRWC Executive Director
Bob Badgett, TRWC Executive Committee Co-chairman
William Peters, TRWC Executive Committee Co-chairman

Subject: New IGA and Governance Adoption

As previously shared with the TRWC Board of Directors, the TRWC Executive Committee has conducted the review of the draft governance material that was produced by the Governance Working Group. Led by Executive Committee Co-chair William Peters, the Executive Committee formed a working group for the purpose of conducting the review. Many member representatives and staff participated in the process and ultimately forwarded the adapted governance material to each TRWC member agency for legal review.

The final governance material, which is comprised of the attached Second Amended Intergovernmental Agreement (IGA) and associated Governance Agreement, has been fully endorsed by the TRWC Executive Committee and is now recommended for final TRWC Board approval.

The major improvements associated with the new governance material are as follows:

1. Simplified and streamlined governance language and document organization.
2. Allows for adoption of policies & procedures for improved adaptability over time.
3. Updated voting provisions to include super-majority voting on high-impact items.
4. Improved member admission provisions & streamlining of the admission process.

Upon TRWC Board approval, each TRWC member agency will then carry the new governance material forward for their respective governing body approval and official execution by the suggested December 1st 2018 effective date. This will allow for the expected consideration of the member admission of Salt River Pima Indian Community (SRPMIC), which is planned for the December 13th, 2018 TRWC Board Meeting.

When Recorded Return To:
William H. Anger
Engelman Berger, P.C.
3636 N. Central Ave., Suite 700
Phoenix, AZ 85012

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

1. Parties. This Second Amendment to the Amended and Restated Intergovernmental Agreement ("Second Amendment") is entered into by the signatories below. The Amended and Restated Agreement (defined in Section 2.2. below) as amended by the First Amendment (defined in Section 2.3 below) and this Second Amendment shall be collectively referred to as the "Agreement." The Parties (individually, a "Party") to the Agreement consist of all of the signatories to the Agreement. Parties to the Agreement shall automatically become Members of the TOPAZ Regional Wireless Cooperative Network ("TRWC"), as detailed in the attached Exhibit A.

2. Recitals.

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

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

2.3 The City of Mesa, the City of Apache Junction, the Superstition Fire and Medical District (formerly known as Apache Junction Fire District), the Town of Gilbert, the Town of Queen Creek, the Rio Verde Fire District and the Fort McDowell Yavapai Nation entered into a First Amendment to the Amended and Restated Intergovernmental Agreement to Plan, Construct, Operate, Maintain and Finance the TRWC Network, with an Effective Date of February 1, 2016 ("First Amendment").

2.4 The Amended and Restated Agreement as amended by the First Amendment is valid and enforceable in all respects.

2.5 The Parties enter into this Second Amendment to replace Exhibit A to the Amended and Restated Agreement with Exhibit A attached to this Second Amendment, among other revisions to the Amended and Restated Agreement as amended by the First Amendment.

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

2.7 The rules and policies governing the TRWC's regulation and management are set forth in a governance document ("Governance Agreement"), which is attached to this Second Amendment as Exhibit A and incorporated herein and made a part of this Second Amendment by this reference. The attached Governance Agreement replaces in its entirety the governance agreement attached to the Amended and Restated Agreement as Exhibit A. Certain terms that are defined in the Governance Agreement are used in the Amended and Restated Agreement, the First Amendment and this Second Amendment. Those terms shall have the same meaning in the Amended and Restated Agreement as amended by the First Amendment and this Second Amendment as such terms are defined in the attached Governance Agreement.

2.8 It is the Parties' intention that the Governance Agreement be enforceable to the same extent as the Agreement. The Governance Agreement shall be subject to amendment as provided herein and shall be valid for the duration of the Agreement. The Governance Agreement is approved by all Parties and shall be binding upon any parties that are admitted hereafter. No additional parties shall be admitted to the TRWC without first agreeing to be bound by the Governance Agreement and the Agreement as are the Parties hereto.

3. Incorporation of Recitals; Date and Duration of Second Amendment.

3.1 The accuracy of the Recitals set forth in Subsections 2.1 through 2.8 above is hereby acknowledged and such Recitals are incorporated into this Second Amendment by this reference.

3.2 The "Effective Date" of this Second Amendment is December 1, 2018. All Parties shall execute this Second Amendment and comply with the requirements of A.R.S. § 11-952, which includes appropriate action by the legislative or other governing body of the Party for the approval of this Second Amendment, determination by the Party's attorney that the Second Amendment is within the powers and authority of the Party, and the proper filing of the Second Amendment.

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

the Amended and Restated Agreement and the First Amendment except as modified by this Second Amendment.

4. TRWC Network Definition.

4.1 When used in the Amended and Restated Agreement as amended by the First Amendment and this Second Amendment the "TRWC Network" shall mean the public safety and general government communications system(s) that is planned, designed, constructed, operated, maintained, and financed by the TRWC and its Members, including all real estate, real property and personal property that is purchased, leased or licensed by the TRWC or owned or licensed by a Member and allowed to be used by TRWC in connection with the TRWC Network. The definition of "TRWC Network" set forth in this Section 4.1 of this Second Amendment replaces the definition of "TRWC Network" set forth in the Amended and Restated Agreement. Unless the context clearly requires otherwise, capitalized terms used herein shall have the same meaning as in the Amended and Restated Agreement.

5. Section 25 of the Amended and Restated Agreement as amended by the First Amendment is deleted in its entirety and replaced with the following new Section 25 that states as follows:

"25. **Waiver of Sovereign Immunity**.

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

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

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

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

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

10. Authorized Representatives; Counterparts. Authorized representatives shall sign this Second Amendment on behalf of their respective Parties. This Second Amendment may be signed in counterparts and the original signatures of all authorized representatives and of their attorneys may appear on separate signature pages.

11. Counterparts. This Second Amendment which includes Exhibit A, "TOPAZ Regional Wireless Cooperative Governance Agreement," may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Acknowledgment. Each Party acknowledges that it has been provided copies of the Amended and Restated Agreement and the First Amendment, and that by executing this Second Amendment, it agrees to be bound by the Amended and Restated Agreement, as amended by the First Amendment, as amended by this Second Amendment, and to be bound by the Governance Agreement attached hereto.

[Signatures on following pages]

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

TOWN OF GILBERT

Date:_____

By_____
Town Manager

_____
Printed Name

ATTEST:

_____
Town Clerk

_____
Printed Name

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

_____
Town Attorney

_____
Printed Name

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

CITYOF MESA

Date:_____

By_____
City Manager

_____
Printed Name

ATTEST:

_____
City Clerk

_____
Printed Name

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

_____
City Attorney

_____
Printed Name

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

TOWN OF QUEEN CREEK

Date:_____

By_____
Town Manager

_____
Printed Name

ATTEST:

_____
Town Clerk

_____
Printed Name

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

_____
Town Attorney

_____
Printed Name

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

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

Date:_____

By_____
Board Chair

_____
Printed Name

ATTEST:

_____
Board Clerk

_____
Printed Name

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

_____
Attorney for the Board

_____
Printed Name

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

CITY OF APACHE JUNCTION

Date:_____

By_____
City Manager

_____
Printed Name

ATTEST:

_____
City Clerk

_____
Printed Name

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

_____
City Attorney

_____
Printed Name

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

RIO VERDE FIRE DISTRICT

Date:_____

By_____
Its:_____

_____
Printed Name

ATTEST:

_____
Fire Board Clerk

_____
Printed Name

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

_____
Attorney for the Fire Board

_____
Printed Name

FORT MCDOWELL YAVAPAI NATION

Date:_____

By_____

_____
Printed Name

_____

_____
Printed Name

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

_____
Fort McDowell Yavapai Nation Attorney

_____
Printed Name

Appendix D

D. Agreement for TRWC (Topaz Regional Wireless Cooperative)

Submitted By
Fire Chief Mike Farber

Background / Discussion
This is an amended and restated IGA (Intergovernmental Agreement) with TRWC and Superstition Fire & Medical District.

Financial Impact/Budget Line Item
N/A