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)
   ➢ Senior Leadership Team (SLT):
     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

   ➢ Pension Board: Board Clerk Gene Gehrt
   ➢ Board Sanctioned Committees

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.
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.”
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
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
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.”
Governing Board Meeting – November 20, 2018
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."
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.

   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 in Pinal 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

_________________,
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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<td>12,566</td>
<td>3,777</td>
<td>784</td>
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### Superstition Fire & Medic

**Board Member Superstition Fire & Medical District**

<table>
<thead>
<tr>
<th></th>
<th>VOTES</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>21,551</td>
<td></td>
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| 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 = BALLOTS CAST**

| 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
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
**100.5 TRANSPORT SERVICES PERSONNEL**

The Superstition Fire & Medical District is regulated by the Arizona Department of Health Services (AZDHS) to provide 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 Certificate 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.
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.
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).
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.


**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.


**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.
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.
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.
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.
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.
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.
Electronic Mail

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.
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
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
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
Agenda Item Title
Adjournment

Recommended Motion:
“Motion to adjourn the Board meeting.”
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
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 SUPERSTITION 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 Joe Stiglitz
   Firefighter Sean Matuszewski
   Firefighter Andrew Tryon
   Firefighter / Paramedic Jay Nelson
   Firefighter Colt Weddell
   Firefighter Casey Schreiner

3 Years:
   Firefighter Wes Fimbrez
   Firefighter Trey Schow
   Firefighter Trace Leggett
   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.


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 1 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.
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
October 15, 2018 – January 25, 2019

Kevin Montgomery
Firefighter Recruit / EMT
Dustin Farber
Captain / RTI
3 Years of Service
Wcs 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 Wohlfarth
Emergency Medical Technician

Badge Pinning Ceremony
Ryan Ledbetter
Engineer / Paramedic
Bill Tavares
Engineer / Paramedic

Agenda Item #3
BOD # 2018-10-14/a
Call to the Public
A.R.S. 38-431.01(1) 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 criticisms 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 Pic. Planners GIS Agreement
- d. Purchase of Grade 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.

2018 Pinal County Community Wildfire Protection Plan (CWPP)

Pinal County

The 2018 Pinal County Community Wildfire Protection Plan can be found online at:
pinalcountyaz.gov/EmergencyManagement

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


SERVICE DELIVERY ENHANCEMENTS

On January 8, 2018, SMD embarked on a new strategy to enhance service delivery, increase personnel availability, reduce firespread, 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 promote an identified community role with the integration of strategic allocation of emergency response resources to reduce negative impacts.

In recent years, response data has shown Station 263 to have limited coverage, and often times certain areas were subjected to a “standby 45,” meaning the crew was running call after call with very little down-time in between. This 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 third 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 decreased by 39 seconds.

ANNUAL STATISTICS

Incident Type Categories

- Service Call, 85.1, 9%
- Good Intent Call, 66.8, 7%
- Unknown, 422, 4%
- Fire, 15.7, 2%
- Life Threatening Call, 2.5, 1%
- Hazardous Condition, 41, 1%
- Speed, 4, 0%
- Severe Weather, 2, 0%
- Over-pressure/Explosion, 1, 0%

Total Incidents

9,620

ANNUAL STATISTICS

Accomplishments
- The secondary outlet of Station 263 was added which increased response times for the district-wide.
- The fire district has implemented quarterly Carpent’s Conference throughout the year.
- The Rating District Program was retired for low hazard small businesses in our district.
- The Uniform Districts for the additional districts and Fire Districts are now being discussed.
- Created and implemented an Employee Growth and Development Evaluation program.
- Successfully trained local Firefighters, one Paramedic, and eleven Alpine Transport Services employees.
- Hires and resulting revenue from development, insurance, and training enforcement costs for all employees.
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 1 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. Landa Ave.
- Structure Value $195,000/Structure Lost $30,000/Contents Lost $1000
- Dispatched: 04:27
- 1st Unit On Scene: 04:31 (1:26 mins)
- 2nd Unit On Scene: 04:31 (1:26 mins)
- 3rd Unit On Scene: 04:34 (0:26 mins)
- On-Scene DTL: 04:34
- 4th Unit On Scene: 04:35 (1:26 mins)

Incident Type Categories

- Total Incidents: 765

- Rescue & EMS: 51%, 76%
- Good Intent Call: 41.6%
- False Alarm Call: 18.2%
- Unknown: 12.2%
- Fire: 8.1%
- Special Incident: 4.0%

Training

- 4th Quarter Ladder Training
  - TRT Ladder Operations
  - Scottsdale Training Center

- EMS Training
  - Army Lab CE
  - Training Provided by Air Evac Services
  - Off-Date Training October 15th & 20th

- TRT Training
  - End of Year Drill
  - Scottsdale Training Center

Planning & Logistics Update

- Oct. 20th - City of A J Mud Run
- Oct. 20th - Frontier ACE Hardware Home Safety Event
- Oct. 25th - CCR/AED City of A J Employees
- Oct. 27th - City of A J Halloween Event
- Nov. 3rd - Supposition Mountain Museum Family Day Event
Transportation Services Update

Total Transports - Last Year vs This Year

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<th>Last Year</th>
<th>This Year</th>
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<td>324</td>
<td>303</td>
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<tr>
<td>August</td>
<td>307</td>
<td>314</td>
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<tr>
<td>September</td>
<td>311</td>
<td>305</td>
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</table>

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.

Administrative Services Update

SAFER Grant Update:
- SFMO has requested to take 7 of the 12 firefighters in the original grant.
- Therefore, for the next 3 years SAFER requires that SFMO has a minimum of 50 operational firefighters on staff during the performance period of 7/1/19 through 7/1/22.
- Open recruiting was posted & closed today at 3pm.
- Candidates have already taken a written test and passed the CPIT.
- Next step is going through all of the applications/cv/resume, and invite 50 candidates for interviews scheduled throughout November.
- The best 20 candidates will be invited to the Intern Academy on Dec 14th & 15th.
- The final piece will be a Chief interview on Dec 20/2018.

Agenda Item #12
BOD #2018-10-10
Announcements

Agenda Item #11
BOD #2018-10-10
New Business/Future Agenda Items
Agenda Item #13
BOD # 2018-10-11

Adjourn
Ray's Printing, Inc.
PO Box 5400
Apache Junction, AZ 85178

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

**Ship To**

**Date** | **Invoice #**
--- | ---
10/17/2018 | 184807

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<tr>
<th>P.O. Number</th>
<th>Terms</th>
<th>Rep</th>
<th>Ship</th>
<th>Via</th>
<th>F.O.B.</th>
<th>Project</th>
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<td></td>
<td>Net 30</td>
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<td>annual reports</td>
<td>1.936</td>
<td>48.40T</td>
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<td></td>
<td>Ordered by Lauren Sales Tax</td>
<td>9.60%</td>
<td>4.65</td>
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**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**

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

**Date:** November 01, 2018

**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

**Order Description:** 5) APX8000XE Portable Radios

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<th>Line</th>
<th>AJFD Product #</th>
<th>Description</th>
<th>GL Acct #</th>
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<td>1</td>
<td>200COMM/RADIOS5)</td>
<td>APX8000XE Portable Radios</td>
<td>200707266015</td>
<td>5.00</td>
<td>$9,019.7800</td>
<td>$45,098.90</td>
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**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)

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<td>$0.00 - $749.00</td>
<td>Form Not Required</td>
<td>Budget Manager, BC, Executive Assistant, Facilities Specialist, HR</td>
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<tr>
<td>$750.00 - $1,999.99</td>
<td>Form Not Required but need 3 Documented quotes</td>
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<td>$2,000.00 - $24,999.99</td>
<td>3 Written Bids</td>
<td>Budget Manager, BC, Executive Assistant, Facilities Specialist AND (±2) Fire Chief, Assistant Chief or Finance Director</td>
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<tr>
<td>$25,000 or MORE</td>
<td>3 Written Bids</td>
<td>Budget Manager, BC, Executive Assistant, Facilities Specialist AND (±2) Fire Chief, Assistant Chief or Finance Director AND Governing Board</td>
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**Vendor Name:** Motorola Solutions, Inc

**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 Address:**

**Quote Description:**

See Attached Written Quote $ ____________

**Quote # 3**

**Vendor Name:**

**Vendor Address:**

**Quote Description:**

See Attached Written Quote $ ____________

Competitive Quotes / Bids can be waived for the following reasons:

- State Contract / Intergovernmental
  - (State Contract Number or Government Agency Must be entered)

- 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 / Compatibility 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
  - (Attach Supporting Documents to PO)

- Items are subject to rapid price fluctuation or immediate acceptance

Approval:

**Date**

**Department Head Signature**

**Date**

**Finance Director**

**Date**

**Assistant Chief Signature**

11/6/2018

**Date**

**Fire Chief Signature**
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<td>APX 8000 ALL BAND PORTABLE MODEL 1.5*</td>
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<td>$21,086.05</td>
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<td>1a</td>
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<td>-$10.00</td>
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<td>-$36.50</td>
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<td>-$800.00</td>
<td>0.0%</td>
<td>-$2,920.00</td>
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<tr>
<td>1c</td>
<td>ENH: ASTRO 25 OTAR W/ MULTIKEY</td>
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<td>$1,733.75</td>
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<td>1f</td>
<td>ADD: SMARTZONE OPERATION</td>
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<td>$1,879.75</td>
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Motorola's quotation is based on and subject to the terms and conditions of the written purchase order issued 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.
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<td>PMNN4505A BATT IMPRES 2 LIION UL2054 DIV2 R IP68 4850T</td>
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<td>$170.00</td>
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$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.
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
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<th>Description</th>
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<tr>
<td>IM-977W4</td>
<td>1</td>
<td></td>
<td>Intercom Mixer, System 900, Waterproof, with 1 Wireless Position</td>
<td>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)</td>
<td>1,045.00</td>
<td>1,045.00</td>
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<tr>
<td>CSB-900W4</td>
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<td>Liberator Wireless Headset</td>
<td>Setcom Liberator Wireless Headset Generation 4 Cell Phone Capable Option Available for Additional Cost</td>
<td>550.00</td>
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<td>14-7014</td>
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<td></td>
<td>Headset Hanger Hook</td>
<td></td>
<td>10.00</td>
<td>10.00</td>
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<tr>
<td>25-1004</td>
<td>1</td>
<td></td>
<td>5 Foot Power Cable for 900 Series Wireless Headset and Base</td>
<td></td>
<td>12.00</td>
<td>12.00</td>
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<tr>
<td>CSB-970R-1</td>
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<td></td>
<td>Headset</td>
<td>Radio Transmit Headset, System 977 Dual Ear Muff - Behind-the-Head Right Cable Dress</td>
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## Estimate

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**Comments / Notes**


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**Ref Diagram**

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**Comments / Notes**


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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](http://www.setcomcorp.com/returns.html)

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

Ref Diagram
Setcom Intercom 977
6 Wired Users
1 Wireless User

Note: Wireless base station for one headset is built into IM-977W4
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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)
# 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.**
76125

**ISSUED DATE**
3/6/2018

**EXPIRATION DATE**
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.**
Vaughn Croshaw

**REQUESTING PARTY**
Best Way

**CUSTOMER NO.**
C34088  
Net 30

**OFFER CLASS**
FR

**F.O.B.**
SP

**SHIP VIA**
Best Way

**REQ. DELIVERY DATE**

---

**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.

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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.

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*(to be added when order ships)

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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.*

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Page 4 of 4
DiscountCell, Inc  
350 West 500 South  
Provo, UT 84601  
(800) 422-1814  
(801) 705-0324 Fax

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**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

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Pricing according to NASPO ValuePoint  
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State of Arizona Contract # ADSP017-161924.  
Ground shipping included in quoted pricing.

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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.
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.

CITY OF MESA

Date: __________________________

By _____________________________
   City Manager

______________________________
   Printed Name

ATTEST:

______________________________
   City Clerk

______________________________
   Printed Name

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

______________________________
   City Attorney

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

IN WITNESS WHEREOF, the Parties have caused this 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
SECOND AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT TO PLAN, DESIGN, CONSTRUCT, OPERATE, MAINTAIN AND FINANCE THE TOPAZ REGIONAL WIRELESS COOPERATIVE NETWORK

IN WITNESS WHEREOF, the Parties have caused this 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
SECOND AMENDMENT TO THE AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT TO PLAN, DESIGN
CONSTRUCT, OPERATE, MAINTAIN AND FINANCE THE
TOPAZ REGIONAL WIRELESS COOPERATIVE NETWORK

FORT MCDOWELL YAVAPAI NATION

Date: ______________________

By__________________________

Printed Name

__________________________
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