

VERSION 1.0  
December 16, 2020



# BOARD OF DIRECTORS MEETING

DECEMBER 16, 2020

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

TODD HOUSE, BOARD CHAIRMAN

KATHLEEN CHAMBERLAIN, BOARD CLERK

JEFF CROSS, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

SHAWN KURIAN, BOARD DIRECTOR



# Superstition Fire & Medical District

## Board of Directors Meeting Agenda

### December 16, 2020

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#### Mission Statement

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

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The Board will hold a meeting on Wednesday, December 16, 2020. 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 November 2020 financial reports and bank reconciliations. (BOD #2020-12-01)**
- 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2020-12-02)**
- 3. Call to the Public. (BOD #2020-12-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 #2020-12-03):**
  - A. Board Meeting Minutes from November 18, 2020
  - B. Pinal County Treasurer's Office and Wells Fargo Bank signature authority
  - C. Transfer of funds for the January 1, 2021 debt service interest payment
  - D. UKG Agreement
- 5. Discussion and possible action to appoint the SFMD Board of Director's Chair and Clerk positions. (BOD #2020-12-04)**
- 6. Discussion and possible action regarding conflict of interest or potential conflict of interest of SFMD Governing Board Members. (BOD #2020-12-05)**

- 7. Discussion and possible approval of the 2021 disclosure statement of meeting notice posting locations and dates for Superstition Fire & Medical District Governing Board Meetings and Local Pension Board Meetings. (BOD #2020-12-06)**
- 8. Discussion, presentation and possible approval of changing the EMS Coordinator position from civilian to sworn. (BOD #2020-12-07)**
- 9. Reports. (BOD #2020-12-08)**
  - Senior Leadership Team (SLT):**
  - Fire Chief Mike Farber**
  - Assistant Chief Richard Mooney, Planning Safety & Transportation**
  - Assistant Chief Richard Ochs, Fire Prevention & Logistics**
  - Acting Assistant Chief Jeff Cranmer, Emergency Services Operations**
  - Administrative Services Director Anna Butel**
  - Finance Director Roger Wood**
  - Captain John Walka**
  - Transportation Services Manager Billy Warren**
- 10. New Business / Future Agenda Items. (BOD #2020-12-09)**
- 11. Announcements (BOD #2020-12-N/A)**
- 12. Adjourn (BOD #2020-12-10)**

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: December 10, 2020  
At: 1500 Hours  
By: Sherry Mueller

The Superstition Fire & Medical District (SFMD) Administrative Office Board Meeting Room is accessible to the handicapped. In compliance with the American with Disabilities Act (ADA), those with special needs, such as large-type face print or other reasonable accommodations may request those through the SFMD Administration Office (480-982-4440) at least 24-hours before the Board Meeting.

## Governing Board Meeting – December 16, 2020

Agenda Item: 1

BOD#: 2020-12-01

### Agenda Item Title

Review and approval of the November 2020 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), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds. The Cash Flow report is updated monthly with the actual revenues deposited into and actual expenditures disbursed from the District's cash accounts. It is important to note the revenues and expenditures are reported on a Cash Basis. This report is generated to demonstrate that the fire District maintains sufficient cash available to satisfy the projected expenditures budgeted over the course of the fiscal year.

2. Fund Account Bank Reconciliations.

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

### Financial Impact(s)/Budget Line Item

N/A

### Enclosure(s)

\*Monthly Financials provided under separate cover

### Recommended Motion

*"Motion to approve the November 2020 financial reports and bank reconciliations."*



Go to Item 2

Go to Agenda

**Governing Board Meeting – December 16, 2020**

**Agenda Item: 2**

**BOD#: 2020-12-02**

**Agenda Item Title**

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

**Submitted By**

Fire Chief Mike Farber

Assistant Chief Rick Ochs

**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.

**December Anniversaries**

**8 Years of Service:**

**George Nasello, Fire Mechanic II**



**Go to Item 3**

**Go to Agenda**

**Governing Board Meeting – December 16, 2020**

**Agenda Item: 3**

**BOD#: 2020-12-n/a**

**Agenda Item Title**

Call to the Public

**A.R.S. §38-431.01(H)**

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

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

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

**Background / Discussion**

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

**Scheduled**

None



**Go to Item 4**

**Go to Agenda**

**Governing Board Meeting – December 16, 2020**

**Agenda Item: 4**

**BOD#: 2020-12-03**

**Agenda Item Title**

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

- A. Board Meeting Minutes from November 18, 2020 – **Appendix A**
- B. Pinal County Treasurer’s Office and Wells Fargo Bank signature authority - **Appendix B**
- C. Transfer of funds for the January 1, 2021 debt service interest payment- **Appendix C**
- D. UKG Agreement – **Appendix D**

**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 December 16, 2020.”*



**Go to Item 5**

**Go to Appendices**

**Go to Agenda**

**Governing Board Meeting – December 16, 2020**

**Agenda Item: #5**

**BOD#: 2020-12-04**

**Agenda Item Title**

Discussion and possible action to appoint the SFMD Board of Director’s Chair and Clerk positions.

**Submitted By**

Fire Chief Mike Farber

**Background/Discussion**

**Financial Impact(s)/Budget Line Item**

N/A

**Enclosure(s)**

N/A

**Recommended Motion**

*“Motion to appoint \_\_\_\_\_ as SFMD Board Chair and \_\_\_\_\_ as SFMD Board Clerk”*



**Go To Item 6**

**Go to Agenda**

**Governing Board Meeting – December 16, 2020**

**Agenda Item: 6**

**BOD#: 2020-12-05**

**Agenda Item Title**

Discussion and possible action regarding conflict of interest or potential conflict of interest of SFMD Governing Board Members.

**Submitted By**

Fire Chief Mike Farber

**Background/Discussion**

The Superstition Fire & Medical District (SFMD) per [ARS §38-503](#), in conjunction with the [Governing Board By-Laws, Article II, Item #12](#) which states:

*Disclosure: Within a reasonable time following election or appointment, each Board Member shall disclose any conflicts of interest or potential conflicts of interest that each Board Member has or may have regarding the district. The Board shall update its Disclosure each December.*

The SFMD Disclosure Form will be kept for public inspection in a special file per [ARS §38-509](#) which states:

*Every political subdivision and public agency subject to this article shall maintain for public inspection in a special file all documents necessary to memorialize all disclosures of substantial interest made known pursuant to this article.*

The Board may use this time to disclose any conflict of interest or potential conflict of interest to the public body. Completed forms will be submitted to the board secretary to file.

**Financial Impact**

N/A

**Enclosure(s)**

SFMD Board of Directors Disclosure Form – For Signature

**Recommended Motion**

N/A



Go to Item 7

Go to Agenda



# SUPERSTITION FIRE & MEDICAL DISTRICT

## Board of Directors Disclosure Form

Pursuant to ARS §38-509, the Superstition Fire & Medical District maintains for public inspection in a special file, all documents necessary to memorialize all disclosures of substantial interest disclosed.

By submitting this Disclosure Form, I am requesting this Disclosure Form be kept according to [ARS §38-509](#).

I, \_\_\_\_\_ am a Board Member of the Superstition Fire & Medical District and:

I do not have a Conflict of Interest.

or

I have, or my relative has, a substantial interest in a decision of the Superstition Fire & Medical District.

and/or

I have a conflict of interest or potential conflict of interest regarding decisions of the Superstition Fire & Medical District or the business of the Superstition Fire & Medical District, because:

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\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Article 8: Conflict of Interest of Officers and Employees**

**A.R.S. §38-503: Conflict of Interest; exemptions; employment prohibition**

- A. Any public officer or employee of a public agency who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to such public agency shall make known that interest in the official records of such public agency and shall refrain from voting upon or otherwise participating in any manner as an officer or employee in such contract, sale or purchase.
- B. Any public officer or employee who has, or whose relative has, a substantial interest in any decision of a public agency shall make known such interest in the official records of such public agency and shall refrain from participating in any manner as an officer or employee in such decision.
- C. Notwithstanding the provisions of subsections A and B of this section, no public officer or employee of a public agency shall supply to such public agency any equipment, material, supplies or services, unless pursuant to an award or contract let after public competitive bidding, except that:
  - 1. A school district governing board may purchase, as provided in sections 15-213 and 15-323, supplies, materials and equipment from a school board member.
  - 2. Political subdivisions other than school districts may purchase through their governing bodies, without using public competitive bidding procedures, supplies, materials and equipment not exceeding three hundred dollars in cost in any single transaction, not to exceed a total of one thousand dollars annually, from a member of the governing body if the policy for such purchases is approved annually.
- D. Notwithstanding subsections A and B of this section and as provided in sections 15-421 and 15-1441, the governing board of a school district or a community college district may not employ a person who is a member of the governing board or who is the spouse of a member of the governing board.

**A.R.S. §38-509: Filing of disclosures**

Every political subdivision and public agency subject to this article shall maintain for public inspection in a special file all documents necessary to memorialize all disclosures of substantial interest made known pursuant to this article.

**Governing Board Meeting – December 16, 2020**

**Agenda Item: 7**

**BOD#: 2020-12-06**

**Agenda Item Title**

Discussion and possible approval of the 2021 disclosure statement of meeting notice posting locations and dates for the Superstition Fire & Medical District Governing Board Meetings and Local Pension Board Meetings.

**Submitted By**

Fire Chief Mike Farber

Board Secretary Sherry Mueller

**Background/Discussion**

In accordance with [ARS §38-431.02\(A\)\(3\)](#) the District is required to execute a Disclosure Statement identifying the locations where the District will post notices of its public meetings; including Governing Board Meetings and Local Pension Board Meetings. In addition to these locations, the District will continue to post its meeting notices and agendas on its [website](#).

The statement also includes the 2021 SFMD regularly scheduled Board Meeting dates and times.

**Financial Impact**

TBD

**Enclosure(s)**

2020 Disclosure Statement – For Signature

**Recommended Motion**

*“Motion to approve filing the 2021 disclosure statement with board meeting dates and times with the Pinal & Maricopa County Board of Supervisors and for posting meeting notices and agendas at the locations specified in the statement and on the District’s website.”*



**Go to Item 8**

**Go to Agenda**

## **2021 Statement of Disclosure Posting Locations, Date and Times of Meetings**

Pursuant to ARS §38-431.02(A)(3), the Superstition Fire & Medical District (SFMD) hereby states that all notices of the meetings of the Superstition Fire & Medical District Governing Board and any of its committees and sub-committees, including the Local Pension Board will be posted at the following locations:

SFMD Administration Office  
565 N. Idaho Rd.  
Apache Junction, AZ 85119  
Monday – Thursday 7:00 am – 6:00 pm (except holidays)  
Posted in the outside enclosed bulletin board by front entrance

SFMD Regional Training Center  
3700 E. 16<sup>th</sup> Ave.  
Apache Junction, AZ 85119  
Monday – Thursday 7:00 am – 6:00 pm (except holidays)  
Posted by the front entrance

Fire Station 264 Community Room  
7557 E. US 60  
Gold Canyon, AZ 85119  
Day-Time Hours  
Posted by the entry way to the Community Room

District Website  
[www.sfmd.az.gov](http://www.sfmd.az.gov)

Such notices will indicate the date, time, and place of the meeting and will include an agenda or information concerning the manner in which the public may obtain an agenda for the meeting. Pursuant to state statutes, these notices must be posted at least 24 hours before the meeting.

Please be advised that, pursuant to ARS §38-431.02(A)(3)(b), a technological problem or failure that either prevents the posting of public notices on a website or that temporarily or permanently prevents the use of all or part of the website does not preclude the holding of the meeting for which the notice was posted, if SFMD complies with all other public notice requirements.

### **2021 Governing Board Meeting Dates**

Meetings are generally held at 5:30 p.m. at the SFMD Administration Office, 565 N. Idaho Rd., Apache Junction, AZ 85119. The schedule is subject to change. As needed, meetings may be cancelled or rescheduled and special meetings may be scheduled.

January 20, 2021	July 21, 2021
February 17, 2021	August 18, 2021
March 17, 2021	September 15, 2021
April 21, 2021	October 20, 2021
May 19, 2021	November 17, 2021
June 16, 2021	December 15, 2021

\*LPB meetings will be scheduled quarterly or as needed.

Dated this 16<sup>th</sup> day of December, 2020.

SUPERSTITION FIRE AND MEDICAL DISTRICT

**Governing Board Approval:**

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**Board Clerk**

**Governing Board Meeting – December 16, 2020**

**Agenda Item: #8**

**BOD#: 2020-12-07**

**Agenda Item Title**

Discussion and possible approval of changing the EMS Coordinator position from a Civilian position to a Sworn position.

**Submitted By**

Fire Chief Mike Farber

**Background/Discussion**

Due to the recent vacancy of the EMS Coordinator position, an opportunity came up to place an extremely qualified candidate in this role. Captain Dave Pohlmann was temporarily promoted to the position of Division Chief of EMS. Chief Pohlmann brings a wealth of knowledge to the EMS division and a passion for EMS that is truly inspirational. He holds a Bachelor of Science Degree from Grand Canyon University in Nursing and numerous medical certifications as an instructor. Chief Pohlmann previously owned and operated *DC Med Prep*, which has certified many paramedic students over the years.

The position of Division Chief of EMS is temporary until the next Fire Chief can evaluate the roles and direction for the EMS Division.

The approval of this position is integral in maintaining the SAFER requirements for number of personnel.

**Financial Impact(s)/Budget Line Item**

The EMS Coordinator position was not replaced, therefore a savings. However, Chief Pohlmann received an 8.9% salary increase due to the temporary promotion.

**Enclosure(s)**

**Recommended Motion**

*“Motion to approve changing the EMS Coordinator position from a Civilian position to a Sworn position.”*



Go To Item 9

Go to Agenda

**Governing Board Meeting – December 16, 2020**

**Agenda Item: 9**

**BOD#: 2020-12-08**

**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**

**Recommended Motion:**

N/A



**Go to Item 10**

**Go to Agenda**

**Governing Board Meeting – December 16, 2020**

**Agenda Item: 10**

**BOD#: 2020-12-09**

**Agenda Item Title**

New Business / Future Agenda Items

**Submitted By**

Board of Directors

**Background/Discussion**

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

**Financial Impact**

N/A

**Enclosure(s)**

N/A

**Recommended Motion:**

N/A



**Go to Item 11**

**Go to Agenda**

**Governing Board Meeting – December 16, 2020**

**Agenda Item: 11**

**BOD#: 2020-12-n/a**

**Agenda Item Title**

Announcements

**Background / Discussion**

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

**Recommended Motion:**

N/A



**Go to Item 12**

**Go to Agenda**

Governing Board Meeting – December 16, 2020

Agenda Item: 12

BOD#: 2020-12-10

Agenda Item Title

Adjournment

Recommended Motion:

*“Motion to adjourn the Board meeting.”*



[Go to Agenda](#)

# Appendix A

## A. Board Meeting Minutes from November 18, 2020

### Submitted By

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)

November 18, 2020 Board Meeting Minutes





# Superstition Fire & Medical District

Phone (480) 982-4440 ~ [sfmd.az.gov](http://sfmd.az.gov)

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

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

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

## Governing Board Meeting Minutes

### November 18, 2020

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, NOVEMBER 18, 2020. 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 (VIA CONFERENCE CALL) 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 led by Chairman House

#### C. Roll Call

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

Senior Leadership Team in attendance were Fire Chief Mike Farber, Assistant Chief Richard Mooney, Assistant Chief Rick Ochs, Finance Director Roger Wood, Acting Assistant Chief Jeff Cranmer and Administrative Services Director Anna Butel. Also in attendance was Sherry Mueller, Human Resources Generalist and Board Secretary. Legal Counsel William Whittington attended via conference call.

#### 1. Review and approval of the October 2020 financial reports and bank reconciliations. (BOD #2020-11-01)

**Motion** by Director Moeller to approve the October 2020 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 #2020-11-02)

#### Historical Information

A Review of Superstition Fire & Medical District Stations and Facilities was presented.



# Superstition Fire & Medical District

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## **Thank You to Board Director Larry Strand – Years of Service: 2016 - 2020**

### **November Anniversaries**

**29 Years:** Captain / Paramedic **Mark Gomez**

**20 Years:** Firefighter / Paramedic **July Ritschel**

**14 Years:** Software Administrator & IT Specialist **Lauren Daniel**

**7 Years:** Account Clerk Specialist – AP/AR **Jenn Burke**

**5 Years:**

EMT **Ron Demarzo**

EMT **Justin Mueller**

Paramedic **Trevor Overson**

Paramedic **Jim Tucci**

**3 Years:**

Paramedic **Jake Millan**

EMT **Lucas Martinez**

Firefighter **Mark Nelson**

### **3. Call to the Public. (BOD #2020-11-N/A)**

Due to the Covid-19 virus, the Board Meeting was a closed-door meeting to the public. A notice was posted on our website, front door, Regional Training Center and Station 264 with our conference call number and pin code if anyone from the public wanted to call in and listen to the meeting. There was no person from the public over the conference phone.

NONE

### **4. Consideration and possible approval of all consent agenda items listed below (BOD #2020-11-03):**

- A. Board Meeting Minutes from October 21, 2020
- B. Work Session Minutes from October 6, 2020
- C. Renewal Insurance for 7710 / Benchmark for 2021
- D. Bound Tree Medical Supplies, Operative IQ Licensing Agreement, Customer Rebate Agreement
- E. Renaissance Limited Contract

**Motion** by Director Strand to approve all consent agenda items for November 18, 2020.

**Seconded** by Director Cross

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



## **Superstition Fire & Medical District**

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### **5. Loyalty Oath of Office for 12/2020 through 11/2024 (BOD #2020-11-04)**

New Board Member: Shawn Kurian  
Current Board Member: Jeff Cross  
Current Board Member: Jason Moeller

#### **No Motion**

### **6. Presentation by Commander Freeman of AJPD regarding the SWAT Medic Program. (BOD #2020-11-05)**

Commander Freeman was not able to join the Board Meeting tonight, but Chief Farber gave an overview of the SWAT Medic Program. The details of the program are still being finalized. We have six SFMD members who are a part of this team. Two members on each shift. Prior to the current SWAT Medic program, we had two members involved in it for 31 years. Due to administrative differences with our organizations, it disbanded about two years ago.

SFMD has signed an IGA (Inter-Governmental Agreement) with the City of Apache Junction to designate, from time to time, certain qualified employees, with current Paramedic Certifications to serve as SWAT Paramedics. They shall be available, on reasonable notice, to train with AJPD SWAT team, and be available for duty only in the District boundaries, and be available to respond while on duty with SFMD. The City of Apache Junction will provide all SWAT gear and weapons. The City will also cover all liability and workers compensation insurance for this program.

Captain John Walka talked about speaking to the Labor Union's attorney, who is very familiar with this scenario. The Union attorney said three things of concern: 1) The City provides the workers comp insurance, 2) SFMD provides medical malpractice insurance, which we already have, 3) Membership coverage for unforeseen events that may happen. There is coverage through Northern Arizona Law Enforcement Association for the unforeseen events. The cost is \$5.25 per member, per month. This coverage provides access to attorneys and complete coverage for any events associated with the SWAT Team activities.

When SFMD SWAT Paramedics are needed, the on-duty SWAT Paramedics will be paged. The two members will go over to AJPD and get an armored vehicle, load it up with gear, weapons and an investigator. The SFMD SWAT Paramedics will mostly stay in a "warm zone" inside the armored vehicle.

New Board Member Shawn Kurian stated that the standards across the US are vastly different from agency to agency. Politics, liability and money all come in to play. Director Kurian advocates that our members be armed for their own safety. Director Kurian does have concerns when it comes to any civil liability that may occur.

Captain John Walka stated the training will include firearms training, medical/tactical combat care, and SWAT school over the next years to come.

#### **No Motion**



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### **7. Discussion and possible approval of changing the EMS Coordinator position from a Civilian position to a Sworn position. (BOD #2020-11-06)**

Chief Farber talked about the recent opening of EMS Coordinator position, which is an essential position. Captain Dave Pohlmann is an extremely qualified candidate who is interested in filling this position. Captain Pohlmann has been temporarily promoted to Division Chief of EMS until the next chief can evaluate the roles and direction of the EMS Division. The EMS Coordinator position is integral in maintaining the SAFER requirements for the number of personnel. Captain Pohlmann has already come up with ideas on how to save the District money in drug costs and other areas. Chief Farber would like to change this position from civilian to a sworn position. Changing this position to a sworn position will have an increase in cost.

Director Cross stated that cost difference would be about \$40,000. He agrees the position should be temporary until the next fire chief comes in and looks at the division. Director Cross also has concerns over the SAFER Grant numbers when pulling someone off shift and moving them to a 40-hour work week.

Chief Farber would like to bring this item back next month and provide a cost analysis on this matter.

Captain John Walka stated the Labor Union supports the change of this position from civilian to sworn.

Chairman House stated we will continue this agenda item next month on Wednesday, December 16<sup>th</sup>, 2020 at the Board of Directors meeting.

**No Motion**

### **8. SFMD Local Pension Board Chairperson. (BOD #2020-11-07)**

Fire Chief Farber stated that with the retirement of Board Director Larry Strand, we need to appoint a new Local Pension Board Chairman. In the near future, we may have one or more medical disability cases and the hiring of several new Firefighters.

Clerk Chamberlain stated that according to our Board of Directors By-Laws, the Clerk of the Board of Directors should serve as the Chairman of the Local Pension Board. If we aren't going to follow that directive, our By-Laws need to be revised.

Finance Director Roger Wood stated that historically, it used to be the way Clerk Chamberlain mentioned, but the new A.R.S. Statues say that the Board will delegate or select the Local Pension Board Chairman. Therefore, our By-Laws are inaccurate. The next Local Pension Board Chair should take on the task of rewriting the Pension Board By-Laws so that we are in compliance with the new Arizona Statues and the Board of Directors By-Laws.

The District's attorney, William Whittington confirmed that the AZ Statues says the Pension Board Chairman should be nominated by the Fire Board of Director's Chairman and that selection must be approved the Fire Board.



# Superstition Fire & Medical District

Phone (480) 982-4440 ~ [sfmd.az.gov](http://sfmd.az.gov)

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

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

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

Chairman House stated he would like to be the next Local Pension Board Chairman and step down from the Board of Directors Chairman position in December 2020.

**Motion** by Director Strand to appoint Chairman Todd House as the next Local Pension Board Chairperson.

**Seconded** by Director Moeller

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

## 9. Reports (BOD #2020-11-08)

### Senior Leadership Team (SLT):

#### Fire Chief Mike Farber

- Review of annual response statistics and related staffing
- Review of open suppression positions, causes and impacts
- Review of revised staffing algorithm aimed to reduce overtime expenditures
- Review of measures to reduce non-essential spending

#### Acting Assistant Chief Jeff Cranmer

- Review of recent incidents
  - Attic Fire on Boyd near Station 262
  - Motor Vehicle Accident at Broadway and Meridian
  - Gargage Fire on Kings Ranch Road
  - Fire near 5<sup>th</sup> Avenue and Walmart and the Dog Track
  - Royal Palm Fire
- Review of recent training and quarterly Captains training
  - Veterans Day at VFW (10/11/2020)
  - Hose and nozzle testing
  - TRT Training at the Mesa Dam between Apache Lake and Canyon Lake
  - Randy Vande Krol – SCBA flow testing
  - Training – Lucas device CPR demonstration
  - Minimum Company Standards training
  - Versa term – Dispatch from CAD training
  - Incident command training
  - Captains Conference

#### Assistant Chief Rick Ochs

##### **Fire Prevention & Community Events:**

- 10/31 Participated in City's Halloween Drive Thru Event - over 650 cars drove through, with over 1,000 trick-or-treaters.
- 11/6 Tina completed Arson I training
- 11/8 Crews participated in First Responder Appreciation Church Events at Table of Grace Church and Valley Baptist Church.



## Superstition Fire & Medical District

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- 11/11 Crew raised flag at VFW Veterans Day event
- 11/17 & 11/19 Tina conducting AED/CCR with City of AJ employees
- 11/23 & 11/30 Tina Zooming AED/CCR demo to PTES & FPES staff

### **Growth & Development:**

- Axiom Healthcare, 150 N. Ocotillo
- Popeye's, 73 E. Old West Hwy
- Apache Junction Storage, Meridian South of Apache

### Administrative Services Director Anna Butel

#### SFMD Fire Chief Selection Update

- Ralph Andersen
  - They have 9 total with interest and some have applied, but noted it is very early in the process.
  - 2 very strong applicants
  - 1 strong but has not applied
- Roadmap
  - The Fire Chief application period closes on December 7, 2020
  - Heather will provide a presentation at the December 16th meeting
  - There may be an executive session added to the December Board Meeting for the purpose of discussing individuals in consideration of employment
- Board Members
  - Consider the development of questions you may have for the interview process. Heather will flush out your ideas to ensure the effectiveness of the interviews. When you think of your question also consider what response/answer you would expect to get.
  - We are right on schedule with this process!
- Review of staffing and SAFER Grant compliance, and daily staffing shortages
- HR Software and potential costs
  - Leveraging technology is essential
    - Reduce potential for human error
    - Less items "slipping through the cracks"
    - Make data-driven decisions with statistical reports
    - Find information quickly and easily without digging through files
    - Allow administrative employees to get back to the human piece of HR
    - Allow field employees to get the information or paperwork they need quickly and easily

### Finance Director Roger Wood

- Working on the FY2019/2020 ARCR Report
- Finalizing FY 2019/2020 Audit Report to be presented to the Board in January 2021

### **10. New Business / Future Agenda Items. (BOD #2020-11-09)**

Due to the recent election, the appointment of the Chairman of Board and the Clerk of the Board will be decided at the December 16, 2020 Board of Directors meeting.



## **Superstition Fire & Medical District**

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### **11. Announcements (BOD #2020-11-N/A)**

**None**

### **12. Adjourn (BOD #2020-11-10)**

**Motion** by Director Cross at 7:21 p.m. to adjourn the meeting

**Seconded** by Director Moeller

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

### **Governing Board Approval:**

\_\_\_\_\_  
Board Clerk Kathleen Chamberlain  
*Sherry Mueller*

## Appendix B

- B. Discussion and possible approval of Combined Resolution Affecting County Treasurer Transactions for the remainder of Fiscal Year 2020 / 2021 from the Pinal County Treasurer's Office.

### Submitted By

Fire Chief Mike Farber

Finance Director Roger Wood

### Background / Discussion

The Combined Resolution from the Pinal County Treasurer's Office (PCT), and the corresponding Authorization Certificate from Wells Fargo are periodic requirements, either at the beginning of a new fiscal year or when a new Board is seated based on the results of an election.

The purpose of these documents are to provide direction as to who is authorized to approve the following types of transactions on behalf of the District:

1. Investment Resolution: Authorizes the Pinal County Treasurer's Office to invest on behalf of the District any/all excess funds in interest bearing securities as authorized by law.
2. Warrant Resolution: Identifies individuals who are authorized to provide warrant information including wires, voids, and/or stop payments to the Pinal County Treasurer on a daily basis.
3. Fund Transfer Resolution: Identifies individuals who are authorized to request the Pinal County Treasurer to process wire transfers, book transfers and/or EFT payments on behalf of the District.
4. Warrant Signature Resolution: Identifies (and provides specimen signatures) for those authorized to sign warrants on behalf of the District for the Fiscal Year 2020 / 2021.
5. List of Outside Bank Accounts: Identifies the outside bank accounts maintained by the District.

### Financial Impact/Budget Line Item

N/A

### Enclosure(s)

PCT Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2020 / 2021

Wells Fargo Authorization Certificate



# Authorization Certificate

## Depository Accounts and Treasury Management Services

The undersigned hereby certifies that he or she is the duly appointed authorized representative of Superstition Fire & Medical District (Account holder's complete legal entity/company name), a political subdivision (description of Account holder's business entity type)

("Customer"), with authority to act on behalf of Customer, and that the following are true and correct resolutions duly adopted by Customer, in accordance with its formation and governing documents, and that these resolutions have not been in any way altered, amended or rescinded, and are now in full force and effect:

The undersigned further certifies that any one of the following named persons, whose signatures are set forth opposite their names (and titles, if applicable):

Name	Title (if applicable)	Signature or Facsimile Signature <sup>1</sup>	Business Phone Number	Business Email Address
#1 <u>Todd House</u>	<u>Board Director</u>	X _____	X <u>480-982-4440</u>	X <u>todd.house@sfmd.az.gov</u>
#2 <u>Kathleen Chamberlain</u>	<u>Board Director</u>	X _____	X <u>480-982-4440</u>	X <u>kathleen.chamberlain@sfmd.az.gov</u>
#3 <u>Jeff Cross</u>	<u>Board Director</u>	X _____	X <u>480-982-4440</u>	X <u>jeff.cross@sfmd.az.gov</u>
#4 <u>Jason Moeller</u>	<u>Board Director</u>	X _____	X <u>480-982-4440</u>	X <u>jason.moeller@sfmd.az.gov</u>
#5 <u>Shawn Kurian</u>	<u>Board Director</u>	X _____	X <u>480-982-4440</u>	X <u>shawn.kurian@sfmd.az.gov</u>
#6 <u>Roger Wood</u>	<u>Finance Director</u>	X _____	X <u>480-982-4440 x120</u>	X <u>roger.wood@sfmd.az.gov</u>

is individually authorized to, and to designate one or more other Customer officers, agents or employees (each such aforementioned person, officer or designee thereof is referred to herein as an "Authorized Representative") to: (a) open or close one or more deposit and/or securities accounts (the "Accounts") with Wells Fargo Bank, National Association ("Bank"); (b) execute and deliver in Customer's name such agreement(s) regarding the Accounts and the services related thereto as Bank may from time to time require; (c) authorize and execute transactions on the Accounts, including, without limitation, (i) signing checks and other instruments withdrawing funds from the Accounts, including those payable to cash or to persons who sign them, (ii) requesting funds transfers by Bank to and from the Accounts, (iii) entering into arrangements for the processing of automated clearing house ("ACH") debit entries and/or ACH credit entries to and from the Accounts, and (iv) endorsing on behalf of Customer, and otherwise negotiating, checks and other items payable to Customer; (d) incur overdrafts and other obligations in the Accounts at Bank in connection with any of the products, services, or activities authorized by these resolutions; and (e) invest Customer's funds on such terms and conditions as such Authorized Representative deems appropriate.

Customer is authorized to enter into any other arrangements, agreements and documents with respect to any of Bank's deposit and treasury management products and services, in such form and on such terms and conditions as may be agreed to by an Authorized Representative signing such agreements and documents.

Customer shall be bound to Bank by, and Bank may rely upon, any communication or act, including telephone communications, purporting to be done by any partner, employee or agent of Customer provided that Bank believes, in good faith, that the same is done by a person authorized to so act.

The authority hereby conferred is in addition to that conferred by any other certificate heretofore or hereafter delivered to Bank and shall continue in full force and effect until Bank shall have received notice in writing from Customer of the revocation hereof. Any such revocation shall be effective only as to actions which are taken by Customer pursuant to the certifications contained herein, subsequent to Bank's receipt of such notice. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior

<sup>1</sup> **Facsimile Signature/Logo.** Customer authorizes the use of facsimile signatures/logos in connection with its agreements with and instructions to Bank if the facsimile/logo is provided on this form. Customer agrees its use of the facsimile/logo will be governed by Bank's Commercial Account Agreement.

to the execution of this certificate are hereby approved and ratified.

The undersigned further certify that the activities covered by the foregoing certifications constitute duly authorized activities of Customer; that said certifications are now in full force and effect; and that there is no provision in any document pursuant to which Customer is organized and/or which governs Customer's continued existence limiting the power of the undersigned to make the certifications set forth herein, and that the same are in conformity with the provisions of all such documents.

ACKNOWLEDGED & AGREED TO:

By/Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(this individual must be a duly appointed representative of the TIN of record)

Title (if applicable): Board Director

Date: December 16, 2020

Tax Identification Number of Customer: 86-0311208

(TIN of the Account holder as assigned by the IRS)

Public Funds Customers Only: Unless Customer otherwise specifically instructs Bank in writing, Bank will consider each of the Authorized Representatives listed above to be an "Official Custodian" as referenced in 12 C.F.R. 330.15 for the purposes of calculating Customer's deposit insurance coverage.

**COMBINED RESOLUTION AFFECTING  
COUNTY TREASURER TRANSACTIONS  
FOR FISCAL YEAR 2020-2021**

COMES NOW the Governing Board of the Superstition Fire & Medical District of Pinal County, Arizona, and hereby declares that on the 16<sup>th</sup> day of December, 2020, at a duly called and noticed public board meeting, upon motion duly made, seconded and carried with a vote of \_\_\_\_\_ “Ayes” and \_\_\_\_\_ “Nays” this Board approved one or more of the following Resolutions affecting financial transactions with or by the Pinal County Treasurer for Fiscal Year 2020-2021.

**An authorized initial in one or more boxes acknowledges the Governing Board’s approval of the one or more of the following resolutions:**

WHEREAS, this District periodically has funds on hand that are in excess of any anticipated authorized requirements; and,

WHEREAS, it appears to be in the best interest of the district to authorize the Pinal County Treasurer to invest and keep invested these funds in interest bearing securities as authorized by law; and

WHEREAS, from time to time it will in the best interest of the District, and thus necessary, to authorize the Pinal County Treasurer to sell these securities to provide available funds for current authorized District requirements; and

WHEREAS, Arizona state law permits the Governing Board of this District to request the consent of the Pinal County Board of Supervisors to invest and reinvest all district monies as authorized by law for the fiscal year.

BE IT RESOLVED by that subject to the consent of the Pinal County Board of Supervisors, the Pinal County Treasurer is authorized to purchase, hold, and sell such securities on behalf of this district.

\*\*\*\*\*

WHEREAS, this District issues or will issue warrants drawn on the servicing bank for the Pinal County Treasurer; and,

WHEREAS, it in the best interest of the District to authorize the herein named person,

Roger Wood  
Printed Name

\_\_\_\_\_  
Signature

Jennifer Burke  
Printed Name

\_\_\_\_\_  
Signature

Lori Hlavin  
Printed Name

\_\_\_\_\_  
Signature

an authorized representative of the District, to provide warrant information including wires, voids and/or stop payments, to the Pinal County Treasurer on a daily basis; and

WHEREAS, the Pinal County Treasurer will submit the warrant information to the servicing bank for valid District purposes and to prevent fraud and/or illegal use of district funds.

BE IT RESOLVED by the Governing Board that subject to the consent of the Pinal County Board of Supervisors, the District will provide the Pinal County Treasurer with warrant information as appropriate in the regular course of District business.

\*\*\*\*\*

WHEREAS, it appears to be in the best interest of the District to authorize

Roger Wood  
Printed Name

\_\_\_\_\_  
Signature

Jennifer Burke  
Printed Name

\_\_\_\_\_  
Signature

Lori Hlavin  
Printed Name

\_\_\_\_\_  
Signature

as an authorized representative of the district to request the Pinal County Treasurer to process wire transfers, book transfers, ACH and/or EFT payments on behalf of the District.

BE IT RESOLVED that the Governing Board hereby authorizes one or both of the foregoing persons to request that the Pinal County Treasurer process payments via Treasurer check, wire transfers, book transfers, ACH and/or EFT payments on behalf of the District on behalf of the district for the fiscal year, 2020-2021.

\*\*\*\*\*

**This resolution is required of those districts authorized by Arizona Statute to issue its own warrants.**

WHEREAS, it appears to be in the best interest of the district to authorize the below specified persons to sign warrants on behalf of the district for the fiscal year, 2020-2021;

BE IT RESOLVED that the Governing Board hereby authorizes the following persons to sign warrants on behalf of the district for the fiscal year, 2020-2021.

Todd House  
Printed Name

\_\_\_\_\_  
Signature

Kathleen Chamberlain  
Printed Name

\_\_\_\_\_  
Signature

Jeff Cross  
Printed Name

\_\_\_\_\_  
Signature

Jason Moeller  
Printed Name

\_\_\_\_\_  
Signature

Shawn Kurian  
Printed Name

\_\_\_\_\_  
Signature

Roger Wood  
Printed Name

\_\_\_\_\_  
Signature

WHEREAS, the Pinal County Treasurer's Office shall be advised of any outside bank accounts maintained by the district we hereby give notice of the following account(s):

Wells Fargo  
Bank Name

Phoenix, AZ  
Bank Location (city/st)

Payroll Clearing Account  
Account Purpose

Wells Fargo  
Bank Name

Phoenix, AZ  
Bank Location (city/st)

Electronic Deposit/ACH Payment Account  
Account Purpose

Wells Fargo  
Bank Name

Phoenix, AZ  
Bank Location (city/st)

Lockbox Payment Account  
Account Purpose

**BY OUR SIGNATURES BELOW WE CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE RESOLUTION ADOPTED BY THE GOVERNING BOARD OF THE DISTRICT AND THAT THIS RESOLUTION HAS NOT BEEN AMENDED OR REVOKED BY THE BOARD.**

Dated: \_\_\_\_\_

Approval for Fiscal Year 2020-2021

Todd House, Chairperson  
Name and Title: (Typed/Printed)

\_\_\_\_\_  
(Signature)

Kathleen Chamberlain, Clerk  
Name and Title: (Typed/Printed)

\_\_\_\_\_  
(Signature)

Jeff Cross, Director  
Name and Title: (Typed/Printed)

\_\_\_\_\_  
(Signature)

Jason Moeller, Director  
Name and Title: (Typed/Printed)

\_\_\_\_\_  
(Signature)

Shawn Kurian, Director  
Name and Title: (Typed/Printed)

\_\_\_\_\_  
(Signature)

## Appendix C

### C. Transfer of funds for the January 1, 2021 debt service interest payment

#### Submitted By

Fire Chief Mike Farber  
Finance Director Roger Wood

#### Background/Discussion

Interest Payment

The District has a Debt Service Interest payment of \$61,650.29 due on January 1, 2021 to JPMorgan Chase:

Fund Account:	Debt Retirement Interest 2006 – account #6-11642-1410
Budget line item:	600-60-70550-10 entitled Debt Service Expenditure – Interest

The current Interest Fund cash balance as of November 30, 2020 is \$119,656.70.

#### Financial Impact

\$61,650.29 / Line item 600-60-70550-10

#### Enclosure(s)

JPMorgan Chase Commercial Loan Invoice 0000003524





UNDELIVERABLE MAIL ONLY - BB  
 P.O. BOX 6026, MAILCODE IL1-0054  
 CHICAGO IL 60680-6026

Customer Number: 452038311001

Bill Date: 12/03/20

Due Date: 01/01/21

Billing Period -  
 07/01/20 through 12/31/20

Please note that the current interest has  
 been projected from 12/03/20 through  
 12/31/20

0003527 VLC 001 001 33720 - YNN  
 SUPERSTITION FIRE AND MEDICAL DISTRICT  
 565 N IDAHO RD  
 APACHE JUNCTION AZ 85119-4014

Page 1 of 3



**Commercial Loan Invoice**

**Invoice Number 000003524**

**Summary**

Principal Due This Period	\$0.00
Past Due Principal	\$0.00
Interest Due This Period	\$61,650.29
Past Due Interest	\$0.00
Fees Due This Period	\$0.00
Past Due Fees	\$0.00
Late Charge This Period	\$0.00
Past Due Late Charges	\$0.00
<b>Total Payment Due</b>	<b>\$61,650.29</b>

If you have questions concerning this invoice, or if your address has  
 changed, please contact your relationship manager or Business Service  
 Line at 1-800-242-7338.

If you would like future payments automatically deducted from your  
 account, please contact your relationship manager.

**Commercial Loan Invoice**

(Please detach and return invoice below with payment)

Principal Due This Period	\$0.00
Past Due Principal	\$0.00
Interest Due This Period	\$61,650.29
Past Due Interest	\$0.00
Fees Due This Period	\$0.00
Past Due Fees	\$0.00
Late Charge This Period	\$0.00
Past Due Late Charges	\$0.00
<b>Total Payment Due</b>	<b>\$61,650.29</b>

Customer Name SUPERSTITION FIRE AND MEDICAL DISTRICT  
 Due Date 01/01/21  
 Account # 452038311001  
 Customer/Account # 452038311001  
 Invoice # 000003524

Check box if your address has changed and indicate new  
 address on reverse

Amount Enclosed \$

500009000000040000000452038311001616502961650292

CHASE  
 P.O. BOX 78039  
 PHOENIX AZ 85062-8039

0000003524

500009022

452038311001

Customer Number: 452038311001

Bill Date: 12/03/20

Due Date: 01/01/21

Billing Period -

07/01/20 through 12/31/20

SUPERSTITION FIRE AND MEDICAL DISTRICT

Page 3 of 3

**Account # 452038311001****Commercial Loan**

Transaction Type	Effective	Through	Amount	Rate	Accrual/Due	Balance
Ending Balance Prior Invoice	06/02/20					\$4,916,000.00
Beginning Interest Rate	06/02/20			2.83%		\$4,916,000.00
Payment - Thank You	06/30/20	12/31/20	\$625,561.40			
Interest	06/30/20		-\$69,561.40			
Principal	06/30/20		-\$556,000.00			\$4,360,000.00
Principal Due This Period		12/31/20			\$0.00	
Interest Due This Period		12/31/20			\$61,650.29	
Total Due This Period		01/01/21			\$61,650.29	
Total Due This Account		01/01/21			\$61,650.29	



## *Superstition Fire & Medical District*

565 North Idaho Road, Apache Junction, AZ 85119

Phone (480) 982-4440, Fax (480) 982-0183

[www.sfmd.az.gov](http://www.sfmd.az.gov)

December 16, 2020

Pinal County Treasurer's Office  
Special Services  
P. O. Box 1348  
Florence, AZ 85132  
ATTN: Pat Beckwith

Dear Ms. Beckwith,

Please accept this letter as Board Authorization to wire transfer funds in the amount of **\$61,650.29** from our Superstition Fire & Medical District Debt Retirement Interest Fund Account #6-11642-1410 for the debt service interest payment due 1/01/2021 and payable to JPMorgan Chase.

Superstition Fire & Medical District

By:

\_\_\_\_\_  
Director

By:

\_\_\_\_\_  
Director

## Appendix D

### D. UKG Agreement

#### **Agenda Item Title**

Ultimate Kronos Group (UKG) Software Solution Purchase

#### **Submitted By**

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

#### **Background/Discussion**

UKG is an intuitive software solution that provides insights and tools designed to create seamless and meaningful work experiences. SFMD currently does not have a Human Resources Software Solution. By adding UKG, SFMD can streamline onboarding, promotional processes, performance reviews, hourly and salary employee tracking, and reporting, to name a few. This solution will save countless hours of staff time and aid in all phases of HR, from recruitment to hiring, managing, and retaining employees.

UKG is a cloud-based solution that provides the following attributes, enhanced security and compliance, fast scalability, and increased connectivity and accessibility. Furthermore, this solution allows SFMD employees to gain access to information day or night through the employee dashboard feature.

In closing, SFMD has demonstrated the need for this software, has researched 6 HR software companies, and found UKG that meets SFMD needs and has a competitive price point.

#### **Financial Impact(s)/Budget Line Item**

200-70-73520-15

#### **Enclosure(s)**

Agreement

Supporting Documentation (2020-12 Cost Comparison)

UKG Agreement





# UKG Ready Order Form

Date: 12/9/2020

Salesperson: Debbie Araya

Bill To: Attn: Anna Butel  
Superstition Fire and Medical District  
565 N Idaho Rd  
Apache Junction, AZ 85119

Currency: USD  
Payment Terms: N30

Email Contact: Anna.butel@sfmd.az.gov  
Phone #: 480-982-4440

Initial Term: Three years  
Billing Start Date: 90 Days from Execution of Order Form  
Renewal Term: One Year  
Payment Terms: Net 30  
Billing Frequency (unless otherwise noted, all invoices are due per the payment terms noted above):  
Applications: Monthly in Arrears  
Professional Services (UKG Ready Setup Fees): Fixed Fee, 100% at Signing

The Professional Services Engagement Overview is attached to this Order Form as a summary for the implementation services to be provided by UKG for the UKG Ready Setup Fees set forth on this Order Form.

SaaS Services			
Item	License/Qty	Unit Price	Price
UKG Ready HR	135	\$6.00	\$810.00
UKG Ready Talent Acquisition	135	\$2.00	\$270.00
UKG Ready Integration Hub	1	\$0.00	\$0.00
<b>Minimum Monthly Total:</b>			<b>\$1,080.00</b>

Setup Fees	
Item	Total Price
UKG Ready Setup Fee	\$5,000.00
<b>Total Price:</b>	<b>\$5,000.00</b>

Quote Summary	
Item	Total Price
Minimum Monthly SaaS Service Fee	\$1,080.00
Minimum Annual SaaS Service Fee	\$12,960.00
One Time Setup Fees	\$5,000.00

### Superstition Fire and Medical District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### UKG, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Professional Services Engagement Overview

### Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by UKG for the Setup Fees indicated on the applicable Order Form, to Customer related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, as well as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The UKG Ready Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your UKG Ready – Software as a Service (the “Agreement”). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview.

### Your UKG Ready SaaS Solution

Customer and UKG are deploying the following UKG Ready modules with 1 location(s) and 0 collective bargaining agreement(s).

Core Modules	Employees	Deployments	Estimated Duration *from project kickoff
UKG Ready HR	135	1	75 Days
Value Add Modules			
UKG Ready Talent Acquisition	135	1	30 Days

### Customer and UKG Collaboration

A successful Professional Services Engagement will require close collaboration between and UKG. The UKG Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the UKG Ready solution that meets your organization’s specific requirements. Your organizations participation and commitment to the project goals and timeline are critical to help ensure success. Please see the UKG Ready Professional Services Engagement Guidelines at

<https://www.kronos.com/kronos-workforce-ready-implementation-guidelines> to review both parties' responsibilities

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness, bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.

### Core Functionality Deliverables

Working in close collaboration, (client) and UKG will deploy the following core modules and functionality in 75 estimated days from project kick-off:

UKG Core	UKG Delivered Value
HR Module core functionality	<p>UKG Ready HR <i>core functionality</i> deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components, through:</p> <ul style="list-style-type: none"> <li>• Core employee demographics</li> <li>• Onboarding</li> <li>• Checklists - up to 10 included</li> <li>• Personnel management</li> <li>• Benefits administration</li> <li>• Open enrollment/life event</li> <li>• Work Flows - up to 10 included</li> <li>• HR documents &amp; forms - up to 10 custom forms</li> <li>• Incident tracking</li> <li>• Certification/Credential</li> <li>• Asset management</li> <li>• Compliance reporting</li> <li>• Standard reporting</li> <li>• One-Time data load using customer-supplied data for current year in a standard UKG-supplied format</li> <li>• Interface bundle using customer supplied data in standard file formats</li> <li>• HR Admin Training</li> </ul>

<b>Integration Hub</b>	<p>UKG Integration Hub enables data to flow between UKG and 3rd party applications and/or vendors. If the 3rd party application and/or vendor does not accept the standard UKG Ready formatting and/or methods for automated delivery, a formatted file will be delivered instead. The customer is responsible for providing import files to UKG in the standard UKG Ready format and utilizing the standard UKG Ready delivery method. UKG will deliver a standard bundle of up to 5 interfaces. Each direction (To/From) any 3rd party system and UKG is considered a separate interface. Interfaces will be accomplished via standard file Exchange. Customer will work with UKG and 3rd party vendors to facilitate design and testing. The Method of the file exchange will be determined by UKG Ready Professional Services Delivery Team. UKG will provide standard Import/Export files using Integration Hub. Customer will work with the 3rd parties and UKG to provide the data in the UKG format for imports. UKG will create a report from standard UKG Ready fields in the 3rd party format to send to the 3rd party system. Non-standard and custom or bi/multi-directional integrations/interfaces are not included in this project.</p> <p>HR Interface bundle using customer supplied data in standard file formats (examples of interfaces)</p> <ul style="list-style-type: none"> <li>● Benefit enrollment export</li> <li>● Employee benefit deduction import</li> <li>● Standard employee demographic export</li> </ul>
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**Value-Add Functionality Deliverables**

Once your core functionality is deployed, UKG will work in close collaboration with to deploy the following Value-Add modules and/or functionality over time in in short, agile deployments aligned with your priorities, schedule, and resources:

<b>Talent Acquisition</b>	<p>UKG Ready Talent Aquisition <i>provides proactive administration of your Recruitment strategy across the UKG Ready solution through:</i></p> <ul style="list-style-type: none"> <li>● Full Recruitment Configuration - 1 complete build</li> <li>● Applicant Checklists <ul style="list-style-type: none"> <li>○ Up to 3</li> </ul> </li> <li>● Applicant Communication templates <ul style="list-style-type: none"> <li>○ Up to 3</li> </ul> </li> <li>● Applicant Custom Forms <ul style="list-style-type: none"> <li>○ Up to 3</li> </ul> </li> <li>● Applicant Questionnaires <ul style="list-style-type: none"> <li>○ Up to 3</li> </ul> </li> <li>● Recruitment Admin training</li> <li>● *UKG Ready Time requires UKG Ready HR</li> </ul>
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**Online Training and Support Tools**

The **My Learning** area within UKG Ready provides immediate access to online, role-based education content and support tools that provide step-by-step training on solution features and functions to drive proficiency and user adoption. Your managers and employees can gain proficiency and boost productivity by taking full advantage of:

- **Three-minute simulations:** Quick demonstrations of common tasks provide effective training or skills reinforcement
- **Job aids:** Handy, printable reference sheets with step-by-step instructions for performing common tasks supplement and support employee training to drive high user adoption and productivity
- **Sandboxes with exercises:** Available for Administrators, these tools let users practice performing tasks from an exercises document in a training database.

[Please see UKG Customer Training Options for more information on training roles and available content.](#)

**Assumptions**

UKG has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise stated.
- The project kick-off date will be determined based on complexity of the implementation and resource availability, and may start up to 30 days after a UKG Ready Order Form is executed by the Customer.
- Prior to the start of the project, the Customer will confirm in writing the business and technical requirements of the project.
- UKG will communicate with Customer’s Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer. Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also be involved with the project.
- UKG will not be responsible for troubleshooting the Customer’s environment such as their operating system, hardware resources, or database schema.
- UKG will not be responsible for troubleshooting applications or hardware not provided by UKG.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.

**Change Orders**

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your UKG Sales Executive and UKG Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort
- Material changes in the number or type of Deliverables to meet the defined scope of effort
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan

UKG will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under this Professional Services Engagement Overview. UKG will perform the requested work once the Change Order has been completed and signed by the Customer.

### **Completion Criteria**

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional Services Engagement Overview must be generated.

Completion Criteria:

- The Customer has approved in writing
- The System has been put into use within a production environment for 14 calendar days
- More than twelve (12) months has passed since the date of signature of the UKG Ready Order Form

The Customer may provide approval in writing via email or an alternative agreed upon method.

UKG Inc. 2000 Ultimate Way, Weston, FL 33326

# UKG READY SOFTWARE AS A SERVICE AGREEMENT

Superstition Fire and Medical District (“Customer”) and UKG Inc. (“UKG”) agree that the terms and conditions set forth below shall apply to the UKG supply of the commercially available version of the UKG Ready SaaS Applications in UKG’s hosting environment and the services related thereto, specified on a UKG Order Form. The Applications described on the Order Form shall be delivered by means of Customer’s permitted access to the infrastructure hosting such Applications.

BY MANUALLY OR ELECTRONICALLY EXECUTING AN INITIAL ORDER FORM REFERENCING THESE TERMS AND CONDITIONS OR TO WHICH THESE TERMS ARE ATTACHED, CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER. THESE TERMS AND CONDITIONS AND THE ORDER FORM(S) (AND ANY ATTACHMENTS THERETO) TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND UKG.

## 1. DEFINITIONS

“**Agreement**” means these terms and conditions and the Order Form(s).

“**Application(s)**” or “**SaaS Application(s)**” means those UKG software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

“**Billing Start Date**” means the date the billing of the Monthly Service Fees begin to accrue as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer’s then-existing Services shall be the date the applicable Order Form is executed by UKG and Customer.

“**Confidential Information**” means any non-public information of a party or its Suppliers relating to such entity’s business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the disclosing party or its Suppliers.

“**Customer Content**” means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

“**Documentation**” means technical publications published by UKG relating to the use of the Services.

“**Educational Content**” has the meanings ascribed in Section 7.3.

“**Initial Term**” means the initial term of the Services as indicated on the Order Form.

“**Monthly Service Fee(s)**” means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications and the Services. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

“**Order Form**” means an order form mutually agreed upon by UKG and Customer setting forth the items ordered by Customer and to be provided by UKG and the fees to be paid by Customer.

“**Personally Identifiable Data**” means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

“**Renewal Term**” means the renewal term of the Services as indicated on the Order Form.

“**Services**” means accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a UKG website, and all such services, items and offerings accessed by Customer therein

“**Supplier**” means any contractor, subcontractor or licensor of UKG providing software and/or services to UKG which are incorporated into or otherwise related to the Services.

“**Term**” means the Initial Term and any Renewal Terms thereafter.

## 2. TERM

**2.1** The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.

**2.2** Either party may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

**2.3** Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, UKG may suspend the Services immediately upon notice in the event of any Customer breach of Sections 4 (Rights to Use), 5 (Acceptable Use), or 14 (Confidential Information).

**2.4** In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party’s reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the

Agreement immediately upon written notice to the other party.

**2.5** If the Agreement is terminated for any reason:

- (a) Customer shall pay UKG within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by UKG, UKG shall refund Customer any pre-paid fees for services not delivered by UKG;
- (b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect;
- (c) Customer agrees to timely return all UKG-provided materials related to the Services to UKG at Customer's expense or, alternatively, destroy such materials and provide UKG with an officer's certification of the destruction thereof; and
- (d) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

**2.6** Unless otherwise mutually agreed to by the parties, Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than thirty (30) days after expiration or termination of the Agreement for any reason. After such time period, UKG shall have no further obligation to store or make available the Customer Content. UKG will delete Customer Content after Customer's rights to access the Services and retrieve Customer Content have ended.

### **3. FEES AND PAYMENT**

**3.1** Customer shall pay UKG the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form or subject to Section 15.9 below. Billing will commence on the Billing Start Date with the Monthly Service Fees to be billed on the frequency set forth on the Order Form ("Billing Frequency"). Unless otherwise indicated on the Order Form, UKG will bill Customer for all implementation services in advance. Customer authorizes UKG to charge the debit card or credit card on file with UKG in an amount equal to the Monthly Service Fees as all such fees become due under this Agreement. For all other payments and fees due under this Agreement, payment shall be due 30 days following date of invoice unless otherwise indicated on an Order Form. Except as expressly set forth in the Agreement, all amounts paid to UKG are non-refundable. Customer is responsible for all applicable taxes relating to the goods and services provided by UKG hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on UKG's income or business privilege.

**3.2** Unless otherwise indicated on the Order Form, the Setup Fees shall be invoiced upon execution of the Agreement and shall be due net thirty (30) days following date of invoice. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees for Services added on or before the 15<sup>th</sup> day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15<sup>th</sup> day of a given month will begin to accrue as of the 1<sup>st</sup> day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. UKG will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an "Active" status during the period.

**3.3** Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of UKG's delivery of the Services on a variable fee basis, Customer agrees to pay UKG each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by UKG based the amounts identified on all Order Forms for Customer's Usage of the Services. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by UKG for non-payment or otherwise terminated by UKG for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees through the then-current Term.

**3.4** If any amount owing under this or any other agreement between the parties is thirty (30) days or more overdue, UKG may, without limiting UKG's rights or remedies, suspend Services until such amounts are paid in full. UKG will provide at least seven (7) days prior written notice that Customer's account is overdue before suspending Services.

**3.5** At the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, UKG may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice. For renewals based on the Annual in Advance Billing Frequency, UKG will provide Customer with the renewal invoice prior to commencement of the Renewal Term and payment will be made by Customer in accordance with the payment terms agreed upon with Customer for the Initial Term.

#### **4. RIGHTS TO USE**

**4.1** Subject to the terms and conditions of the Agreement, UKG hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of UKG and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of UKG. No license, right, or interest in any UKG trademark, trade name, or service mark, or those of UKG's licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

**4.2** Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of UKG who provides workforce management services.

**4.3** Customer acknowledges and agrees that, as between Customer and UKG, UKG retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

**4.4** UKG will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. UKG also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form or as otherwise set forth in this Agreement.

**4.5** UKG reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after UKG posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

**4.6** Benefits Center. If Customer has purchased the Benefits Center offering as indicated on an Order Form, the terms and conditions located at <https://www.kronos.com/benefits-center-terms-and-conditions> will apply. The Benefits Center offering is only available within the United States.

#### **5. ACCEPTABLE USE**

**5.1** Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.

**5.2** Customer represents and warrants to UKG that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to UKG that the Customer Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

**5.3** Customer will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the UKG systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

#### **6. CONNECTIVITY AND ACCESS**

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software and third party services); and (b) provide UKG and UKG's representatives with such physical or remote access to Customer's computer and network environment as UKG deems reasonably necessary in order for UKG to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for UKG to perform its obligations under the Agreement. UKG is hereby (i) granted access to such Customer data to perform its

obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

## **7. IMPLEMENTATION AND SUPPORT**

**7.1 Implementation.** UKG will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and workflows obtained from Customer during the discovery portion of the implementation. Customer shall provide UKG with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. UKG and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/workforce-ready/implementation-guidelines.aspx>

**7.2 Standard Support.** UKG will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the UKG Customer Portal.

**7.3 Educational Materials and Content.** Customer will have access to certain educational materials and content (the "Educational Content") within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by UKG. Customer is permitted to make copies of the Educational Content provided in \*pdf form solely for Customer's internal training purposes and may not disclose such Educational Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of UKG, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.

**Technical Account Manager.** Customers purchasing a UKG Technical Account Manager ("TAM") as indicated on the Order Form shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. Customer will designate up to two primary and three secondary backup technical contacts ("**Technical Contacts**") to be the sole contacts with the TAM. Upon request, Customer may designate a reasonable number of additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through UKG training for the Applications covered under this Agreement at Customer's expense.

## **8. CUSTOMER CONTENT**

Customer shall own all Customer Content. UKG acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants UKG permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services UKG offers to customers. In addition, UKG may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

## **9. SERVICE LEVEL AGREEMENT**

**UKG SHALL: (A) PROVIDE BASIC SUPPORT FOR THE SERVICES AT NO ADDITIONAL CHARGE, (B) USE COMMERCIALY REASONABLE EFFORTS TO MAKE THE SERVICES AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK, EXCEPT FOR: (I) PLANNED DOWNTIME IN ACCORDANCE WITH UKG'S STANDARD MAINTENANCE WINDOWS, OR (II) ANY UNAVAILABILITY CAUSED BY CIRCUMSTANCES BEYOND UKG'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF NATURE, ACTS OF GOVERNMENT, FLOODS, FIRES, EARTHQUAKES, CIVIL UNREST, ACTS OF TERROR, STRIKES OR OTHER LABOR PROBLEMS (OTHER THAN THOSE INVOLVING UKG EMPLOYEES), INTERNET SERVICE PROVIDER FAILURES OR DELAYS, OR DENIAL OF SERVICE ATTACKS, AND (C) PROVIDE SERVICES IN ACCORDANCE WITH APPLICABLE LAWS AND GOVERNMENT REGULATIONS.**

## **10. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY**

**10.1** UKG represents and warrants to Customer that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

**10.2** UKG's sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to UKG's reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that UKG is unable to correct material deficiencies in the Services arising during the Warranty Period, after using UKG's commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. UKG's obligations hereunder for breach of warranty are conditioned upon Customer notifying UKG of the material breach in writing, and providing UKG with sufficient evidence of such non-conformity to enable UKG to reproduce or verify the same.

EXCEPT AS PROVIDED FOR IN THIS SECTION 10, UKG HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, UKG MAKES NO

WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES OR THE SAAS APPLICATIONS NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

## 11. DATA SECURITY AND PRIVACY

**11.1** As part of the Services, UKG shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular UKG supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

**11.2** As between Customer and UKG, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to UKG is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by UKG and UKG's Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for UKG to carry out UKG's duties and responsibilities under the Agreement or as required by law.

**11.3** Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to UKG of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on UKG as a result of provision of the Services. Customer will ensure that: (a) the transfer to UKG and storage of any Personally Identifiable Data by UKG or UKG's Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

**11.4** UKG will notify Customer in accordance with applicable laws upon becoming aware of an unauthorized access of Customer Content.

**11.5** Customer agrees that UKG may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are engaged by UKG to carry out processing activities on Customer Content on behalf of Customer can be made available to Customer upon Customer's written request.

## 12. INDEMNIFICATION

**12.1** UKG shall defend Customer and its respective directors, officers, and employees (collectively, the "**Customer Indemnified Parties**"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of UKG's settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in UKG's opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, UKG, at UKG's option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

**12.2** UKG shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than UKG; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by UKG, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to UKG or Suppliers, UKG's maximum liability will be to assign to Customer UKG's or Supplier's recovery rights with respect to such infringement claims, provided that UKG or UKG's Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

**12.3** Customer shall defend UKG, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**UKG Indemnified Parties**") harmless, from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by UKG, provided that such Customer modification or combination is the cause of such infringement and was not authorized by UKG; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. UKG will cooperate fully

at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the UKG Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

**12.4** The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

### **13. LIMITATION OF LIABILITY**

- 13.1** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, UKG AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.
- 13.2** EXCEPT FOR UKG'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 12 ABOVE, THE TOTAL AGGREGATE LIABILITY OF UKG OR UKG'S SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.
- 13.3** EXCEPT FOR UKG'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 12 ABOVE, IN NO EVENT SHALL UKG OR UKG'S SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER UKG OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.
- 13.4** EXCEPT WITH RESPECT TO LIABILITY ARISING FROM UKG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UKG DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, SAAS APPLICATIONS OR SYSTEMS OR MACHINE ERROR.

### **14. CONFIDENTIAL INFORMATION**

**14.1** Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable.

**14.2** Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 14, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 14, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

**14.3** This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party,

or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

**15. GENERAL**

**15.1** This Agreement shall be governed by and construed in accordance with the laws of the state, province and country in which UKG is incorporated without regard to any conflict of law provisions. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and “opt out” of the Uniform Computer Information Transactions Act (UCITA), or such other similar law.

**15.2** The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

**15.3** Customer shall not assign the Agreement or the rights to use the Services without the prior written consent of UKG and any purported assignment, without such consent, shall be void.

**15.4** Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party’s reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party’s failure to timely place orders therefor, or lack of or delay in transportation (each a “Force Majeure Event”).

**15.5** All notices given under the Agreement shall be in writing and sent postage pre-paid, if to UKG, to the UKG address on the Order Form, or if to Customer, to the billing address on the Order Form.

**15.6** No action regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.

**15.7** The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

**15.8** The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

**15.9** Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

**15.10** No third-party beneficiaries exist under this Agreement.

**15.11** This Agreement and any information expressly incorporated by reference herein, together with the addenda, exhibits, attachments, and schedules attached hereto and applicable Order Form(s), constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while UKG may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Customer is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

Customer: <u>Superstition Fire and Medical District</u>	UKG Inc.
Dated:	Dated:
By:	By:
Name:	Name:
Title:	Title: