

VERSION 1.0

July 21, 2021



BOARD OF DIRECTORS MEETING

JULY 21, 2021

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

KATHLEEN CHAMBERLAIN, BOARD CHAIRMAN

JEFF CROSS, BOARD CLERK

TODD HOUSE, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

SHAWN KURIAN, BOARD DIRECTOR



Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

Meeting Call-in Number
(480) 646-1864
Access Pin Code: 1234

PURSUANT TO A.R.S. §38.431.02

Notice is hereby given to the general public the Superstition Fire & Medical District (SFMD) will hold a meeting on **Wednesday, July 21, 2021**. 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 general 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 June 2021 financial reports and bank reconciliations. (BOD #2021-07-01)**
- 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2021-07-02)**
- 3. Call to the Public. (BOD #2021-07)**
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 #2021-07-03):**
 - A. Board Meeting Minutes from June 16, 2021
 - B. Executive Session Minutes (session #1) from June 16, 2021
 - C. Executive Session Minutes (session #2) from June 16, 2021
 - D. Possible approval of changing natural gas vendors
 - E. TSI Inc. maintenance agreement for the District's PortaCount machine calibration
 - F. The Preplanners Agreement for GIS Data Custodian Services
 - G. The Preplanners Agreement for Pre-Fire documents

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

Regional Training Center
3700 East 16th Avenue
Apache Junction, AZ 85119

Fleet Services
1455 East 18th Avenue
Apache Junction, AZ 85119

5. **Public Hearing in accordance with ARS §48-805.02 in order to hear taxpayer's comments on the proposed Superstition Fire & Medical District revenue and expenditure for Fiscal Year 2021/2022. (BOD #2021-07-04)**
6. **Discussion and possible approval of FY2021/2022 budget and adoption of Resolution #2021-07-21-01: Budget Adoption (BOD #2021-07-05)**
7. **Discussion and possible approval of a six (6) month extension to the terms of the FY2020/2021 Memorandum of Understanding between the Superstition Fire and Medical District and the United Mesa Firefighters Association, Superstition Chapter, Local 2260. (BOD #2021-07-06)**
8. **Discussion and possible approval regarding the reclassification of the Transportation Services Manager title and job description to Transportation Services Director. (BOD #2021-07-07)**
9. **Possible vote to go into Executive Session for legal advice pursuant to § A.R.S. 38-431.03(A)(3) and possible instructions to legal counsel pursuant to § A.R.S. 38-431.03(A)(4) re: the pending White personnel matter; upcoming mediation and hearing regarding the same. (BOD #2021-07-08)**
10. **Discussion and possible action re: the pending White personnel matter; upcoming mediation and hearing regarding the same; possible directions to Fire Chief, staff and legal counsel relating to the same. (BOD #2021-07-09)**
11. **Reports. (BOD #2021-07-10)**
Senior Leadership Team (SLT):
Fire Chief John Whitney
Assistant Chief Richard Ochs
Assistant Chief Richard Mooney
Assistant Chief Jeff Cranmer
Administrative Services Director Anna Butel
Finance Director Roger Wood
Captain John Walka
12. **New Business / Future Agenda Items. (BOD #2021-07-11)**
13. **Announcements (BOD #2021-07)**
14. **Adjourn (BOD #2021-07-12)**

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: July 15, 2021

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 – July 21, 2021

Agenda Item: 1

BOD#: 2021-07-01

Agenda Item Title

Review and approval of the June 2021 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 June 2021 financial reports and bank reconciliations."



Go to Item 2

Go to Agenda

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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **June 2021**:

1. Financial Statement
2. Bank Reconciliations
 - a. General (100) Fund
 - b. Transport Services (150) Fund
 - c. Capital Projects (200) Fund
 - d. Bond Proceeds (300) Fund
 - e. Special Projects (400) Fund
 - f. Debt Principle (500) Fund
 - g. Debt Interest (600) Fund

Kathleen Chamberlain, Board Chair

Date



June 2021

Governing Board Meeting – July 21, 2021

Agenda Item: 2

BOD#: 2021-07-02

Agenda Item Title

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

Submitted By

Fire Chief John Whitney

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.

July Service Anniversaries

28 Years of Service: Battalion Chief **Amy Brooks**

26 Years of Service: Battalion Chief **Brett Broman**

25 Years of Service:

Captain **Brian Logsdon**

Captain/Paramedic **Brian Wyatt**

21 Years of Service:

Captain/Paramedic **Jeff Ehrlich**

Captain **Joe Garcia**

20 Years of Service:

Captain/Paramedic **Mark Castaneda**

Firefighter **Dan McKinney**

3 Years of Service: EMT **Kelsey Christensen**

1 Year of Service: Paramedic **Brian Urquizo**

Recognition of retiring Engineers Mark Blackstone and Andrew Colby

Recognition of Engineer Promotions: Matthew Perez and Lance Frawley



[Go to Item 3](#)

[Go to Agenda](#)

Governing Board Meeting – July 21, 2021

Agenda Item: 3

BOD#: 2021-07

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 – July 21, 2021

Agenda Item: 4

BOD#: 2021-07-03

Agenda Item Title

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

- A. Board Meeting Minutes from June 16, 2021 – **Appendix A**
- B. Executive Session Minutes (session #1) from June 16, 2021- **Appendix B**
- C. Executive Session Minutes (session #2) from June 16, 2021 - **Appendix C**
- D. Possible approval of changing natural gas vendors - **Appendix D**
- E. TSI Inc. maintenance agreement for the District’s PortaCount machine calibration - **Appendix E**
- F. The Preplanners Agreement for GIS Data Custodian Services – **Appendix F**
- G. The Preplanners Agreement for Pre-Fire documents – **Appendix G**

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 July 21, 2021.”



[Go to Item 5](#)

[Go to Appendices](#)

[Go to Agenda](#)

Governing Board Meeting – July 21, 2021

Agenda Item: 5

BOD#: 2021-07-04

Agenda Item Title:

Public Hearing in accordance with ARS §48-805.02 in order to hear taxpayer's comments on the proposed Superstition Fire & Medical District revenue and expenditure budget for Fiscal Year 2021/2022.

Submitted By:

Board Chairman Kathleen Chamberlain
Fire Chief John Whitney

Background/Discussion:

This Public Hearing is required by ARS §48-805.02. Board of Directors Chairman will consider audience comments / questions on issues related to the proposed Fiscal Year 2021/2022 Revenue and Expenditure Budget. The Board of Director Chairman will close the Public Hearing after all comments have been heard.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

N/A



[Go to Item 6](#)

[Go to Agenda](#)

Governing Board Meeting – July 21, 2021

Agenda Item: #6

BOD#: 2021-07-05

Agenda Item Title

Discussion and possible approval of FY2021 / 2022 Budget and adoption of Resolution 2021-07-21-01: Budget Adoption.

Submitted By

Fire Chief John Whitney

Finance Director Roger Wood

Background/Discussion

A.R.S. 48-805(A) states “a fire district shall prepare an annual budget that contains detailed estimated expenditures for each fiscal year. The budget summary shall be posted in three public places and published on the district's official website for at least twenty days before a public hearing at a meeting called by the board to adopt the budget. Following the public hearing, the district board shall adopt a budget. A complete copy of the adopted budget shall be posted in a prominent location on the district's official website within seven business days after final adoption and shall be retained on the website for at least sixty months.”

A.R.S. 48-805(B) states “Not more than ten days after the organization of a fire district and not later than August 1 of each year after the organization, the chairman of the district board shall submit to the county board of supervisors a budget estimate that contains certifications by item and that specifies the amount of money required for the maintenance and operation of the district for the ensuing year.”

At the January 20, 2021 meeting, the Board agreed to consider adoption of the FY21/22 budget at the regularly scheduled Board meeting on July 20, 2021. At the June 16, 2021 meeting, the Board approved the FY21/22 Tentative Budget and directed Staff to post the Tentative Budget for public comment. The 20-day public comment period is now complete.

The FY21/22 Revenue and Expenditure Budget is being presented to the Board of Directors at this time for possible adoption. The Board may discuss, make amendments, or motions regarding the Budget. The FY21/22 Budget represents a tax rate of \$3.25 per hundred dollars of secondary valuation for District operations, a \$0.25 Special Assessment related to the Tax Override Initiative, and a \$0.13 Special Bond assessment.

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

Enclosure(s) (all requiring signatures)

Resolution 2021-07-21-01: Budget Adoption

Pinal & Maricopa County Special Taxing District Annual Budget Summary – Fiscal Year 2021 / 2022

Maricopa County Certification Pursuant to A.R.S. §48-805.02.D

Recommended Motion

“Motion to adopt Resolution 2021-07-21-01: Budget Adoption, fully adopting the estimates of proposed revenues and expenditures by the Superstition Fire & Medical District for the fiscal year beginning July 1, 2021 and ending June 30, 2022 in the amount of \$54,684,497.19 and declaring that such shall establish the budget of the Superstition Fire & Medical District for Fiscal Year 2021 / 2022.”



Go To Item 7

Go to Agenda

RESOLUTION 2021-07-21-01
Superstition Fire & Medical District Medical
BUDGET ADOPTION

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, FULLY ADOPTING ESTIMATES OF PROPOSED REVENUES AND EXPENDITURES BY THE SUPERSTITION FIRE & MEDICAL DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, DECLARING THAT SUCH SHALL ESTABLISH THE BUDGET OF THE SUPERSTITION FIRE & MEDICAL DISTRICT FOR SUCH FISCAL YEAR.

WHEREAS, in accordance with the provisions of §48-805, Arizona Revised Statutes, the Governing Board did, on the sixteenth day of June 2021, made tentative estimates of the amount required to meet the public expenses for the ensuing year, and the receipts from sources other than direct taxation by the Superstition Fire & Medical District; and

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

WHEREAS, in accordance with said provisions of the Arizona Revised Statutes, and following public notice, the Governing Board met on the twenty-first day of July 2021, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures;

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

That the estimates of revenues and expenditures provided by staff now establish the finally adopted estimates of the proposed expenditures by the Superstition Fire & Medical District for the **fiscal year beginning July 1, 2021 and ending June 30, 2022**, in the amount of **\$54,684,497.19**, and declare that such shall constitute the budget of the Superstition Fire & Medical District for such fiscal year.

PASSED AND ADOPTED THIS TWENTY-FIRST DAY OF JULY 2021, BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Kathleen Chamberlain, Board Chairman

Jeff Cross, Board Clerk

Jason Moeller, Board Director

Todd House, Board Director

Shawn Kurian, Board Director



Pinal County Special Taxing District

Annual Budget Summary

Fiscal Year 2021 - 2022

Superstition Fire & Medical District

	General Fund	Tax Override Special Assessment - Capital Fund	Debt Retirement (Principal) Fund	Debt Retirement (Interest) Fund	Total Debt Retirement (Principal & Interest) Funds	TOTALS
Cash Balance in Treasurer's Office as of June 30, 2021	\$ 2,148,580	\$ 1,006,740	\$ 242,166	\$ 39,571	\$ 281,737	
Less: Outstanding Warrants	\$ (138,018)	\$ (1,420)	\$ -	\$ -	\$ -	
Ending Account Balances for Fiscal Year 2020 - 2021	\$ 2,010,562	\$ 1,005,320	\$ 242,166	\$ 39,571	\$ 281,737	\$ 3,297,620
Approved Budget - Fiscal Year 2021 - 2022	\$ 16,803,850	\$ 557,535	\$ 586,000	\$ 107,229	\$ 693,229	\$ 17,497,079
Tax Levy Required	\$ 14,892,661	\$ 1,145,589	\$ 506,384	\$ 89,356	\$ 595,740	\$ 15,488,401
Pinal County Secondary NAV for Tax Year 2021	\$ 458,235,702	\$ 458,235,702	\$ 458,235,702	\$ 458,235,702	\$ 458,235,702	\$ 458,235,702
Tax Levy / Secondary NAV * 100	\$ 3.2500	\$ 0.2500				\$ 3.5000
Debt Service (Bond) Tax Levy / Secondary NAV * 100			\$ 0.1105	\$ 0.0195	\$ 0.1300	\$ 0.1300
						\$ 3.6300
Salt River Project Budget	\$ 410,508	\$ 31,578	\$ 13,957	\$ 2,463	\$ 16,420	\$ 426,928
Estimated NAV \$12,631,000						
Maricopa County Secondary NAV for Tax Year 2021	\$ 461,700	\$ 461,700				
Tax Levy / Secondary NAV * 100	\$ 3.2500	\$ 0.2500				\$ 3.5000
Tax Levy Required	\$ 15,005	\$ 1,154				\$ 16,159
Financial Reserve (Estimated 6.30.22 Balance)	\$ 1,636,580	\$ 1,709,607	\$ 178,974	\$ 24,912	\$ 203,886	

Superstition Fire & Medical District is selecting tax rate = \$3.50 which includes the Special Assessment related to the Tax Override Passed In November 2016. Special Assessment related to JPMorgan Chase Refinancing Bond of \$0.13 for Fiscal Year 2021 - 2022.

Prepared By: _____
 (Signature) Date
 Roger Wood, Finance Director

Approved By: _____
 (Signature) Date
 Kathleen Chamberlain, SFMD Board Chair

CERTIFICATION PURSUANT TO A.R.S. §48-805.02.D

In accordance with the requirements of Arizona Revised Statutes §48-805.02.D, the Chairman and the Clerk of the Fire Board of Directors of the Superstition Fire & MedicalRio Fire District hereby certify as follows:

(a) That the District has not incurred any debt or liability in excess of taxes levied and to be collected and the money actually available and unencumbered at that time in the District general fund, except for those liabilities as described in §48-805, sub-section B, paragraph 2 and §48-806 and 48-807.

(b) That the Superstition Fire & Medical Fire District complies with sub-section F of §48-805.02.

The FY 2021-2022 budget amount of **\$54,684,497.19** was approved by the Board of Directors of the Superstition Fire & Medical Fire District at a meeting held on **July 21, 2021**.

(Date)

Net Assessed Value (Primary Net Value) **\$461,700.00**

FY 2020 Tax Rate **\$3.50**

FY 2020 Tax Levy **\$16,160.00**

FY 2020 Assessments _____

FY 2020 Estimated FDAT _____

FY 2020 Bond Rate (if applicable) _____

FY 2020 Bond Levy (if applicable) _____

CERTIFIED THIS **21st** DAY OF **July**, 2021:

By: _____
Chairman of the Board of Directors

By: _____
Clerk of the Board of Directors

Governing Board Meeting – July 21, 2021

Agenda Item: #7

BOD#: 2021-07-05

Agenda Item Title

Discussion and possible approval of a six (6) month extension to the terms of the FY2020/2021 Memorandum of Understanding between the Superstition Fire and Medical District and the United Mesa Firefighters Association, Superstition Chapter, Local 2260.

Submitted By

Fire Chief John Whitney

Union VP John Walka

Background/Discussion

The MOU was first established and approved by the SFMD Board of Directors in 2017. This document is updated annually to reflect changes within the District. This was a collaborative effort between the Senior Leadership Team and the Superstition Fire & Medical Firefighters Chapter of Local 2260.

This extension has been mutually agreed upon by the Fire Chief and the Employee Organization. The extension of terms is necessary and mutually beneficial due to the timing of revenue discovery, a possible budget amendment, and continued negotiations.

Section 7.5, Paragraph 2 of the approved 2020/2021 Memorandum of Understanding between the Superstition Fire and Medical District and United Mesa Firefighters Association, Superstition Chapter, Local 2260. *[In the event the parties are unable to reach agreement on a new MOU, prior to the expiration of this MOU, the SFMD Governing Board of Directors and the Employee Organization may extend this MOU by mutual agreement for the time period necessary to complete negotiations. All terms of this agreement shall remain in effect during continued negotiations.]*

Financial Impact(s)/Budget Line Item

NA

Enclosure(s)

Recommended Motion

"Motion to approve the 6 month extension to the terms of the 2020/2021 Memorandum of Understanding (MOU) between the Superstition Fire & Medical District and the United Mesa Firefighters, Local 2260, Superstition Chapter."



Go to Item 8

Go to Agenda

Governing Board Meeting – July 21, 2021

Agenda Item: #8

BOD#: 2021-07-07

Agenda Item Title

Discussion and possible approval regarding the reclassification of the Transportation Services Manager title and job description to Transportation Services Director.

Submitted By

Fire Chief John Whitney

Background/Discussion

The *Transportation Services Manager* position was previously vacated and remained unfilled. The duties of the position were dispersed amongst remaining staff. In an interest to recentralize and focus operations in the Transportation Services Division, it was deemed appropriate to rehire for a similar position. There is a renewed focus on elevating the expectations of that position to enhance the capabilities of the Transportation Services Division as a valued component of the District. Staff requests reclassification of the *Transportation Services Manager* position to a new position, *Transportation Services Director*. The increase in compensation was previously presented as part of the budget process due to timing needs. The updated position will be a member of the Senior Leadership Team and will report directly to the Fire Chief. This reclassification elevates and clarifies expectations for this position as the point person for the Transportation Services Division.

Financial Impact(s)/Budget Line Item

Enclosure(s)

Transportation Services Director Job Description

Recommended Motion

“Motion to approve the reclassification of the Transportation Services Manager title and job description to Transportation Services Director”



Go To Item 9

Go to Agenda



Superstition Fire & Medical District

Job Description

Job Title:	Transportation Services Director	Department:	Transportation Services
Salary Range:	[58] \$88,098 - \$118,060	FLSA Class:	Exempt

Position Summary:

Under general direction of the Fire Chief, the Transportation Services Director works to develop and implement the vision, mission, and long-term direction of the transportation services program. This position oversees and directs the three main components of the transportation program: field operations (civilian ambulance crews), business operations, and regulatory compliance.

The Transportation Services Director also oversees the transportation program's daily operations management. Duties include: developing policies and procedures to improve operational effectiveness and enhancements to services provided to ensure that the program complies with quality assurance of patient care; developing and evaluating performance measures; coordinating with the EMS and Operations Divisions to ensure transportation services and personnel integrate seamlessly and efficiently into first-response operations; developing and managing the annual budget for the transportation program; managing program revenue, including monitoring rates/charges and all aspects of the revenue cycle; managing all program costs including labor, overtime, scheduling, and staffing; reviewing daily ambulance metrics and addressing exceptions; supervising and evaluating the work of professional and paraprofessional staff to ensure effective delivery of services by paramedic and Emergency Medical Technician (EMT) field personnel; and ensuring compliance with ambulance-specific federal, state, and local regulations. This position is also responsible for performing related duties as required.

Distinguishing Features: This classification is designated as a non-classified, at-will position and is FLSA exempt-executive. The Transportation Services Director is required to exercise initiative and independent judgement in directing the transportation program and guiding its strategic direction as it expands. Critical decisions made by the incumbent include staff selection and development; program modeling innovations and modifications (examples: shift schedules, facilities, and response levels); and the establishment and analysis of performance metrics. This class receives general supervision from the Fire Chief, who reviews work through conferences, reports, and the evaluation of overall results achieved. This class is distinguished by its responsibility for overseeing the entire transportation program and providing strategic direction over operations and regulatory compliance. The Transportation Services Director reports directly to the Fire Chief and is a member of the Senior Leadership Team.

Essential Functions:

- **Communication:** Communicates with subordinates, senior staff, other employees, vendors, surrounding agencies, hospitals, and public officials in order to manage and develop the emergency medical transportation program and facilitate consistency and efficiency in the regional pre-hospital system. Communicates verbally and in writing to express ideas, concepts, and conclusions to senior staff regarding the current and future state of the expanding program and in support of continuously improving services. Delivers transportation program presentations and reports to the Fire Board and district management. Communicates SOPs and service guidelines to supervisory personnel who implement and enforce the procedures with subordinate personnel. Prepares written documents, including reports, memos, forms, manuals, etc. with clearly organized thoughts and using proper sentence construction and grammar. Authors, revises, and disseminates updates to policies, procedures, operations, safety guidelines, justifications (program budget), personnel recommendations, and program review and/or analyses in order to improve operational effectiveness and enhancements to transportation services. Coordinates medical transportation operational concerns, needs, and logistics with the Operations and EMS divisions to ensure that services and personnel integrate seamlessly into operations.
- **Manual/Physical:** Reviews the performance of personnel to ensure compliance with standard operating procedures and governmental regulations. Operates a motor vehicle requiring a standard Class D Arizona Driver's License to travel to various locations including fire stations, district buildings, and off-site locations to interact with subordinate personnel, attend meetings, and deliver presentations and reports. Operates a variety of standard office equipment such as a personnel computer (PC), printer, copier, and telephone. Operates a variety of software including word processing, spreadsheets, databases, and other programs to develop budgets and presentations, author reports, develop and update policies and procedures, and analyze program data. Meets scheduling and attendance requirements.
- **Mental:** Coordinates with staff to create data-driven operational and deployment plans. Analyzes data and makes recommendations in a written report format to senior-level management regarding purchasing, budgeting, eliminating processes, providing estimated costs, and identifying future regulatory, compliance, training, and safety needs. Coordinates work activities and program functions with other divisions, other agencies, and private service providers related to emergency medical transportation.
- Develops policies and procedures and short and long-term objectives for the transportation program. Develops and monitors performance measures to keep the program at the forefront of the industry. Develops and manages the program budget and operational costs. Provides guidance on daily operations and evaluates the work of supervisors and their respective subordinate staff. Participates on regional committees and coordinates with external stakeholders such as private ambulance providers, automatic aid agency partners, hospital networks, and AZDHS to facilitate consistency and efficiency in the regional pre-hospital system.

Knowledge, Skills, and Abilities:

Knowledge of:

- Emergency medical transportation field operations and regulatory compliance;
- Strategic planning methodology;
- Electronic Patient Care Reporting (ePCR);
- The Health Insurance Portability and Accountability Act (HIPAA);
- District Policies, procedures and personnel Rules;
- Disaster preparedness, management, and recovery practices;
- The principles, practices, and procedures of employee supervision, including hiring, evaluating, and training;
- Program management and performance measures; and
- Budgeting principles.

Ability to:

- Effectively plan, direct, and manage the emergency medical transportation services program;
- Work effectively with national, regional, and local experts, District senior staff, and the EMS Division;
- Establish strategic initiatives to grow and improve the emergency medical transportation services program;
- Develop program goals and performance measures;
- Establish work standards and operating procedures to ensure operational efficiency, compliance with regulations, and adherence to quality assurance of patient care;
- Direct, supervise, motivate, and develop subordinate personnel;
- Develop effective supervisory skills in subordinates;
- Think conceptually, observe and evaluate trends, analyze data, draw logical conclusions, and make sound recommendations;
- Maintain confidentiality of records and information as well as use discretion when dealing with sensitive issues;
- Establish and maintain working relationships with subordinate personnel, management, other employees, personnel from other medical transportation providers, vendors, and professional organizations;
- Communicate effectively in oral and written forms;
- Work effectively under deadlines and prioritize work; and
- Use PCs and applications including the Microsoft Office suite and other common and contemporary business platforms.

Required Training and Experience:

- **Employee Values:** All employees of the Superstition Fire and Medical District are expected to uphold and exhibit behavior consistent with the district's *Declaration of Ideals* and *Code of Conduct*.

- **Minimum Qualifications Required.** Graduation from an accredited college or university with a Bachelor's Degree in Fire Service/Emergency Medical Services or a medical related field, Business Administration/Management, Public Administration, or other related field. Five years of progressively responsible supervisory experience in the ambulance/rescue (pre-hospital/911) industry, at least two years of which are responsible for the management and oversight of an ambulance transportation program. Extensive (5+) years of experience as a certified EMT or Paramedic.
- **Special Requirements.** Must possess a valid Class D Arizona Driver's License by hire or promotion date. For this position, an individual cannot be on the Office of Inspector General (OIG) list of Excluded Individuals/Entities (LEIE).
- **Preferred/Desirable Qualifications.** Graduation from an accredited college or university with a Master's Degree in Fire Service/Emergency Medical Services or a medical related field, Business Administration/Management, Public Administration, or other related field is preferred.

This job specification should not be construed to imply that these requirements are exclusive standards for the assignment. Incumbents will follow any other instructions, and perform any other related duties as may be required by supervisory personnel. Performance of other essential functions may depend upon work location, assignment and/or shift.

Governing Board Meeting – July 21, 2021

Agenda Item: #9

BOD#: 2021-07-08

Agenda Item Title:

Possible vote to go into Executive Session for legal advice pursuant to § A.R.S. 38-431.03(A)(3) and possible instructions to legal counsel pursuant to § A.R.S. 38-431.03(A)(4) re: the pending White personnel matter; upcoming mediation and hearing regarding the same.

Submitted By:

Legal Counsel William Whittington

Background/Discussion:

Note: Executive Sessions are confidential pursuant to ARS §38-431.03(C).

Note: Legal action involving a final vote or decision shall not be taken at an executive session.

Financial Impact:

N/A

Enclosure(s):

None

Recommended Motion:

“Motion to go into Executive Session for legal advice pursuant to § A.R.S. 38431.03(A)(3) and possible instructions to legal counsel pursuant to § A.R.S. 38-431.03(A)(4) re: the pending White personnel matter; upcoming mediation and hearing regarding the same.”



Go to Item 10

Go to Agenda

Governing Board Meeting – June 16, 2021

Agenda Item: #10

BOD#: 2021-07-09

Agenda Item Title

Public Session. Discussion and possible action re: the pending White personnel matter; upcoming mediation and hearing regarding the same; possible directions to Fire Chief, staff and legal counsel relating to the same.

Submitted By

Fire Chief John Whitney

Anna Butel, Administrative Services Director

Financial Impact(s)/Budget Line Item

Enclosure(s)

n/a

Recommended Motion

TBD



Go To Item 11

Go to Agenda

Governing Board Meeting – July 21, 2021

Agenda Item: 11

BOD#: 2021-07-10

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 12

Go to Agenda

Governing Board Meeting – July 21, 2021

Agenda Item: 12

BOD#: 2021-07-11

Agenda Item Title

New Business / Future Agenda Items

Financial Impact

N/A

Enclosure(s)

N/A

Recommended Motion:

“TBD”



Go to Item 13

Go to Agenda

Governing Board Meeting – July 21, 2021

Agenda Item: 13

BOD#: 2021-07

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 14

Go to Agenda

Governing Board Meeting – July 21, 2021

Agenda Item: 14

BOD#: 2021-07-12

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



[Go to Agenda](#)

Appendix A

A. Board Meeting Minutes from June 16, 2021

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)

June 16, 2021 Board Meeting Minutes





Superstition Fire & Medical District

Phone (480) 982-4440 ~ sfmd.az.gov

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

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

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

Governing Board Meeting Minutes

June 16, 2021

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, JUNE 16, 2021. 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 Chamberlain called the meeting to order at 5:30 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Fire Chief John Whitney

C. Roll Call

Board Members in attendance were Chairman Kathleen Chamberlain, Clerk Jeff Cross, Director Shawn Kurian and Director Todd House. Director Jason Moeller attended via conference call.

Senior Leadership Team in attendance were Fire Chief John Whitney, Finance Director Roger Wood, Acting Assistant Chief Jeff Cranmer, Assistant Chief Rick Ochs and Assistant Chief Richard Mooney. Also in attendance was Sherry Mueller, Human Resources Generalist / Board Secretary and Legal Counsel William Whittington.

1. Review and approval of the May 2021 financial reports and bank reconciliations. (BOD #2021-06-01)

Motion by Director House to approve the May 2021 financial reports and bank reconciliations.

Seconded by Director Cross

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

2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2021-06-02)

June Anniversaries

27 Years of Service

Assistant Chief **Jeff Cranmer**

Engineer / Paramedic **Mike Wolfe**

20 Years of Service

Firefighter **Ryan Elowe**

Steven Schaecken – Graduated Phoenix Fire Academy

15 Years of Service

Captain / Paramedic **Alex Dupuis**

14 Years of Service

Engineer **Brandon Blessum**

Firefighter / Paramedic **Ryan Rodriguez**

Captain / Paramedic **Geof Shively**



Superstition Fire & Medical District

Phone (480) 982-4440 ~ sfmd.az.gov

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

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

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

3. Call to the Public. (BOD #2021-06)

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 #2021-06-03):

- A. Board Meeting Minutes from May 19, 2021
- B. Special Board Meeting Minutes from May 28, 2021
- C. Executive Session Meeting Minutes (Session 1) from May 28, 2021
- D. Executive Session Meeting Minutes (Session 2) from May 28, 2021
- E. Executive Session Meeting Minutes from April 21, 2021
- F. Transfer Funds for 6/30/2021 Debt Service Payments
- G. Fire Investigator Contract for Services with John Lindstrom

Motion by Clerk Cross to approve all consent agenda items for June 16, 2021.

Seconded by Director Kurian

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

5. Discussion and possible action regarding the approval of Resolution #2021-06-16-19 relating to the ratification of the Board's prior decision to approve the PSPRS unfunded liability refinancing opportunity and expenditure of up to \$30,000 for the District credit rating in conjunction therewith; and ratification of the engagement of Stifel, Nicolaus & Company, Inc. and the prior execution of a an engagement letter relating to the same. (BOD #2021-06-04)

Motion by Clerk Cross to approve Resolution #2021-06-16-19 for the ratification of the Boards prior decision to approve PSPRS unfunded liability refinancing opportunity, and expenditure of up to \$30,000 for the district credit rating in conjunction therewith; and ratification of the engagement of Stifel, Nicolaus & Company, Inc. and the prior execution of an engagement letter relating to the same

Seconded by Director Kurian

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

6. Discussion consideration, and possible action regarding the development of the Tentative Fiscal Year 2021/2022 Revenue and Expenditure Budget and adoption of Resolution 2021-06-16-17. (BOD #2021-06-05)

The Tentative Fiscal Year 2021 / 2022 Revenue and Expenditure Budget was approved at this board meeting. The approved Tentative Fiscal Year 2021 / 2022 Budget will be posted allowing at least 20-day public review and comment period



Superstition Fire & Medical District

Phone (480) 982-4440 ~ sfmd.az.gov

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

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

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

Motion by Director House to adopt Resolution 2021-06-16-17 adopting a tentative budget in the amount of \$54,470,003.87 for the fiscal year beginning July 1, 2021 and ending June 30, 2022 and giving notice to the public of the tentative budget, as well as a time and place for a public meeting to hear comments prior to final adoption of the budget as required by law.

Seconded by Director Cross

Director Moeller dropped of the conference call just before the vote took place.

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

7. **Discussion, consideration and possible adoption of Resolution 2021-06-16-18 approving the sale and execution and delivery of Certificates of Participation in a Lease –Purchase Agreement; approving the form and authorizing the execution and delivery of necessary agreements, instruments and documents; adopting a Contingency Reserve Fund Policy and delegating authority to determine certain matters with respect to the foregoing. (BOD #2021-06-06)**

The District decided to exercise the opportunity provided by S1298 “Fire Districts; Pension Liability; Financing” bill which contains an emergency clause to go into effect immediately. S1298 allows the District to refinance its Public Safety Personnel Retirement System (PSPRS) unfunded liability related to the pension for its sworn employees.

At the May 19, 2021 Board meeting, the Board authorized a Standard & Poor’s credit rating of the District to be performed. The next step in the refinancing initiative is for the Board to adopt and execute Resolution 2021-06-16-18 which delegates authority to the Authorized Representatives to finalize the transaction and execute the necessary agreement, instruments and documents, all with certain parameters set forth in the Approving Resolution.

Bryan Lundberg, Managing Director – Stifel, Nicholas & Co., Inc., and Paul Gales, Greenberg Traurig, attended the Board meeting to answer questions regarding the COP sale process.

Motion by Director Kurian to approve Resolution 2021-06-16-18 approving the sale, execution, and delivery of Certificates of Participation in a Lease –Purchase Agreement.

Seconded by Director House

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

8. **Discussion and possible approval of establishing a new Pinal County Treasurer (PCT) fund for the purpose of segregating the Certificates of Participation Contingency Reserve funds. (BOD #2021-06-07)**

When the District exercises the opportunity refinance its Public Safety Personnel Retirement System (PSPRS) unfunded liability related to the pension for its sworn employees, the sale of the Certificates of Participation will include the creation of a Contingency Reserve fund. This Contingency Reserve Fund is recommended to provide sufficient monies that can be applied towards future PSPRS payments or debt service in the event of unforeseen increases in pension benefits and/or PSPRS investment returns that fall below assumed annual returns.

To ensure the Contingency Reserve Funds are properly segregated and restricted for specified usage, Staff recommends the District establish a new PCT fund called the Certification of Participation Reserve Fund. In order to do so, PCT requires their form be completed and submitted, along with a recorded vote by the Board approving the establishment of the new PCT fund.



Superstition Fire & Medical District

Phone (480) 982-4440 ~ sfmd.az.gov

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

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

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

Motion by Director House to approve the establishment of a new Pinal County Treasurer fund for the purpose of segregating the Certificates of Participation Contingency Reserved funds.

Seconded by Director Cross

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

9. Discussion and possible approval of the Emergency Federal Land Use Agreement related to the Telegraph fire or other wildland fires in our area. (BOD #2021-06-08)

The USDA/Forest Service began operating an Incident Command Center from the SFMD Training Center on Saturday, June 5th, 2021 to support the Telegraph Fire in Superior AZ. The Forest Service provided the SFMD with an Emergency Facilities & Land Use Agreement and agree to pay \$1,000 per day for the use of our Training Facility. The Board of Directors approved the agreement for this temporary arrangement. The Forest Service relocated to the town of Superior and vacated our Training Center on June 11th, 2021.

Motion by Director Cross to approve the Federal Emergency Facilities & Land Use Agreement with the Forest Service for the temporary use of the SFMD Training Facility.

Seconded by Director House

Director Moeller dropped of the conference call just before the vote took place.

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

10. Possible vote to go into Executive Session (#1) for legal advice pursuant to § A.R.S. 38-431.03(A)(3) in regard to the possible 1099 consulting agreement with retired Fire Chief Mike Farber; and possible instructions to legal counsel pursuant to § A.R.S. 38-431.03(A)(4) relating thereto; AND

Possible vote to go into Executive Session (#2) for legal advice pursuant to § A.R.S. 38-431.03(A)(3) and possible instructions to legal counsel pursuant to § A.R.S. 38-431.03(A)(4) re: the pending White personnel matter; and related Office of Administrative Hearing matter relating thereto. (BOD #2021-06-09)

Motion by Director House to go into Executive Session at 6:34 PM for legal advice pursuant to ARS §38-431.03(A)(3) in regard to the possible 1099 consulting agreement with retired Fire Chief Mike Farber; and possible instructions to legal counsel pursuant to § A.R.S. 38-431.03(A)(4) relating thereto;

AND Motion to go into Executive Session (#2) for legal advice pursuant to § A.R.S. 38-431.03(A)(3) and possible instructions to legal counsel pursuant to § A.R.S. 38-431.03(A)(4) re: the pending White personnel matter; and related Office of Administrative Hearing matter relating thereto.

Seconded by Director Cross

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

The Executive Session ended at 8:34 PM.



Superstition Fire & Medical District

Phone (480) 982-4440 ~ sfmd.az.gov

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

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

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

11. Public Session began at 8:36 PM. Discussion and possible action re: possible approval of a 1099 consulting agreement with retired Fire Chief Mike Farber; Possible instructions to legal counsel and staff relating to the same. (BOD #2021-06-10)

This agenda item was removed.

No Motion

12. Discussion and possible action re: the White personnel matter; and related pending Office of Administrative Hearing matter; Possible instructions to legal counsel and staff relating to the same. (BOD #2021-06-11)

Motion by Director Cross to authorize legal counsel to proceed as instructed during the Executive Session. Director Jason Moeller had to exit the conference call.

Seconded by Director House

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

13. Discussion, consideration and possible action to create and establish a committee for the purpose of reviewing and updating the SFMD Governing Board of Directors Bylaws. (BOD #2021-06-12)

The SFMD Board of Directors last updated the By-Laws in 2017. Due to changes in Board Members and others in Administration, it is a good time for a review and update. As part of the review and update, a committee will be formed to enhance recommendations to the Board.

The Board of Directors agreed by consensus to establish a committee for the purpose of reviewing and updating the SFMD Governing Board of Directors Bylaws with the possible assistance of the labor committee process.

14. Reports (BOD #2021-06-13)

Senior Leadership Team (SLT):

Fire Chief John Whitney

- Update on transition
- Contracts – RTC, State Forestry & FS 266
- TEMS
- Committee Process

Assistant Chief Rick Ochs

Fire Prevention – Community

- 4th July Celebration

Growth & Development

- AutoZone
- U-Haul
- Handlebar



Superstition Fire & Medical District

Phone (480) 982-4440 ~ sfmd.az.gov

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

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

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

Assistant Chief Richard Mooney

- May Transports (Actual 447) (Budgeted 422)
- May Code 3 Response Compliant
Transportation Hiring Process
 - Establishing a hiring eligibility list for FY21/22
 - 45 interviews (11 ALS & 34 BLS)
 - Interview Panel
 - Firefighter Randy Vande Krol
 - Firefighter Zack Leon
 - TSP Kelsey Christensen
 - Next step is the FC/VP interview

Acting Assistant Chief Jeff Cranmer

- Fire Incidents
- Crew training
- TRT training
- EMS training

Administrative Services Update

- Recruitment
 - Recruit Firefighter hiring opened Monday, June 14th, 2021
 - External Job listing sites:
 - o Indeed
 - o GovernmentJobs.com
 - Information shared to SFMD Facebook and Instagram
 - Closes Monday, July 5th

15. New Business / Future Agenda Items. (BOD #2021-06-14)

None

16. Announcements (BOD #2021-06)

None

17. Adjourn (BOD #2021-06-15)

Motion by Director House to adjourn the meeting at 8:59 p.m.

Seconded by Director Cross

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

Governing Board Approval:

Board Clerk Jeff Cross
Sherry Mueller

Appendix B

B. Executive Session Minutes from June 16, 2021 (session 1)

Submitted By

Board Secretary Sherry Mueller

Background / Discussion

Executive Session Minutes are not for official public record.

Financial Impact/Budget Line Item

N/A

Enclosure(s)

N/A



Appendix C

C. Executive Session Minutes from June 16, 2021 (session 2)

Submitted By

Board Secretary Sherry Mueller

Background / Discussion

Executive Session Minutes are not for official public record.

Financial Impact/Budget Line Item

N/A

Enclosure(s)

N/A



Appendix D

D. Discussion and possible approval of changing natural gas vendors.

Submitted By

Fire Chief John Whitney
Fleet Manager Vaughn Croshaw

Background / Discussion

A comparison of the current natural gas vendor to a new vendor has identified potential significant cost savings for the District.

Price Comparisons for FY 2020 / 2021:

Current Vendor	FY2020 / 2021 usage: 1,385.8 gallons costing \$10,035.51 Tank Rental: \$123.80 5 gal BBQ tanks: \$16.44 each x 25 = \$411.00 per year
----------------	---

New Vendor would have been:	FY2020 / 2021 usage: 1,385.8 gallons costing \$2,757.74 Tank Rental: \$250.00 5 gal BBQ tanks: \$18.00 each x 25 = \$450.00
-----------------------------	---

Total FY2020 / 2021 savings would have been approximately \$7,112.57.

It is also important to note our current vendor has discontinued all service to the Gold Canyon Area.

Staff recommends the Board approve changing the District's natural gas business to the new vendor.

Financial Impact/Budget Line Item

100-10-59060-12/150-10-59060-12 = \$7,112 annual savings for both funds.

Enclosure(s)

Propane Cylinder Agreement
Propane Supply Agreement





PROPANE CYLINDER AGREEMENT

THIS AGREEMENT, dated 6/17/21 by and between **DIAMONDBACK PROPANE, LLC ("DBK")** and Superstition Fire - Station 2
Physical address: 1135 W Superstition Blvd
Apache Junction, AZ 85120

Contact Name - Barb Duffel
Phone - 480-982-5929
e-Mail address - barb.duffel@sfmd.az.gov

FOR AND IN CONSIDERATION of the mutual promises contained herein, DBK and Customer agree as follows:

PART I – CUSTOMER AGREES:

- To lease from DBK 33 #, 33 #, 100 # or various, 20 # Cylinders. Added or deleted cylinders by delivery invoice will become a part of this Agreement. DBK and Customer agree that cylinder values are **\$229.00** for 33#, **\$289.00** for 43#, **\$199.00** for 100# Cylinders and \$_____ for _____ # cylinders.
- To lease from DBK:
 - _____ 12 racks (value of \$600 each)
 - _____ 8 racks (value at \$525 each)
 - _____ 6 racks (value at \$500 each)
 - _____ 4 racks (value of \$460 each)

Lease fees are \$ 0 per _____
Customer acknowledges that cylinders and racks are the property of DBK whether fastened to or attached to Customer's property and to pay for lost or damaged racks or cylinders.

- To lease from DBK _____ with a value of (\$ _____) for \$ _____ per _____.
- To buy all its propane requirements for cylinders from DBK.
- To make payments at the time of delivery or in accordance with pre-arranged terms and to pay all taxes assessed or levied upon equipment and sales tax upon any gas or equipment purchased as required by applicable law.
- To refrain from the use of any defective equipment and to notify DBK of any such defect or a repair need. To allow only properly trained and instructed personnel to handle cylinders and to designate one or more persons to receive DBK safety training, such persons to train all new customer employees who handle cylinders. To store and handle all cylinders and equipment in compliance with applicable law and safety codes.
- To pay DBK charges upon receipt of invoice.
- To pay maintenance fee of \$ 5.50 per delivery

PART II – DBK AGREES:

- To sell propane at the initial price of \$ 18.00 per cylinder.
- To deliver equipment in serviceable repair with applicable Warning Labels affixed on all cylinders prior to delivery.
- To furnish safety training to designated customer employees.
- To pick up damaged equipment and to furnish replacements for lost or damaged equipment at customer's expense.
- To furnish propane requirements of customer at the price set forth herein as such price may be from time to time increased because of higher delivery costs and higher prices of propane supplies.

PART III – GENERAL PROVISIONS:

- This Agreement shall be in effect for one (1) year. This agreement renews automatically unless cancelled by sixty (60) days written notice.
- DBK makes no warranty, including without limitation any warranty of fitness for a particular purpose or warranty of merchantability, with respect to the propane furnished under this Agreement, and none shall be implied. DBK makes no other or different representations or warranties of whatever nature express or implied.
- Invoices shall be due and payable upon Customer's receipt thereof. Invoices remaining unpaid more than thirty (30) days from invoice date may be charged a reasonable late fee. Customer shall pay all costs of collection, including reasonable attorney's fees, incurred by DBK in the collection of unpaid invoices
- Customer indemnifies and holds DBK's employees and representatives harmless from and against any claim (including attorney's fees) resulting from Customer's use of DBK's equipment or from any breach of this Agreement, unless such claim results from the sole negligence of DBK.

Diamondback Propane, LLC

BY: _____
TITLE: _____
Email : _____ @diamondbackpropne.com
Diamondback Propane, LLC
255 S. Ironwood Drive
Apache Junction, AZ 85120
Phone: (480) 982-8072

CUSTOMER

Signature: _____
Print: _____
TITLE: _____



PROPANE CYLINDER AGREEMENT

THIS AGREEMENT, dated 6/17/21 by and between **DIAMONDBACK PROPANE, LLC ("DBK")** and Superstition Fire - Station 4

Physical address: 7557 E Hwy 60
Gold Canyon, AZ 85128

Contact Name - Barb Duffel
Phone - 480-982-5929
e-Mail address - barb.duffel@sfmd.az.gov

FOR AND IN CONSIDERATION of the mutual promises contained herein, DBK and Customer agree as follows:

PART I – CUSTOMER AGREES:

1. To lease from DBK _____ 33#, _____ #, _____ 100# or various, 20 # Cylinders. Added or deleted cylinders by delivery invoice will become a part of this Agreement. DBK and Customer agree that cylinder values are **\$229.00** for 33#, **\$289.00** for 43#, **\$199.00** for 100# Cylinders and \$ _____ for _____ # cylinders.

2. To lease from DBK:
_____ 12 racks (value of \$600 each)
_____ 8 racks (value at \$525 each)
_____ 6 racks (value at \$500 each)
_____ 4 racks (value of \$460 each)

Lease fees are \$ 0 per _____
Customer acknowledges that cylinders and racks are the property of DBK whether fastened to or attached to Customer's property and to pay for lost or damaged racks or cylinders.

3. To lease from DBK _____ with a value of (\$ _____) for \$ _____ per _____.
4. To buy all its propane requirements for cylinders from DBK.
5. To make payments at the time of delivery or in accordance with pre-arranged terms and to pay all taxes assessed or levied upon equipment and sales tax upon any gas or equipment purchased as required by applicable law.
6. To refrain from the use of any defective equipment and to notify DBK of any such defect or a repair need. To allow only properly trained and instructed personnel to handle cylinders and to designate one or more persons to receive DBK safety training, such persons to train all new customer employees who handle cylinders. To store and handle all cylinders and equipment in compliance with applicable law and safety codes.
7. To pay DBK charges upon receipt of invoice.
8. To pay maintenance fee of \$ 5.50 per delivery

PART II – DBK AGREES:

1. To sell propane at the initial price of \$ 18.00 per cylinder.
2. To deliver equipment in serviceable repair with applicable Warning Labels affixed on all cylinders prior to delivery.
3. To furnish safety training to designated customer employees.
4. To pick up damaged equipment and to furnish replacements for lost or damaged equipment at customer's expense.
5. To furnish propane requirements of customer at the price set forth herein as such price may be from time to time increased because of higher delivery costs and higher prices of propane supplies.

PART III – GENERAL PROVISIONS:

1. This Agreement shall be in effect for one (1) year. This agreement renews automatically unless cancelled by sixty (60) days written notice.
2. DBK makes no warranty, including without limitation any warranty of fitness for a particular purpose or warranty of merchantability, with respect to the propane furnished under this Agreement, and none shall be implied. DBK makes no other or different representations or warranties of whatever nature express or implied.
3. Invoices shall be due and payable upon Customer's receipt thereof. Invoices remaining unpaid more than thirty (30) days from invoice date may be charged a reasonable late fee. Customer shall pay all costs of collection, including reasonable attorney's fees, incurred by DBK in the collection of unpaid invoices
4. Customer indemnifies and holds DBK's employees and representatives harmless from and against any claim (including attorney's fees) resulting from Customer's use of DBK's equipment or from any breach of this Agreement, unless such claim results from the sole negligence of DBK.

Diamondback Propane, LLC

BY: _____
TITLE: _____
Email: _____ @diamondbackpropne.com
Diamondback Propane, LLC
255 S. Ironwood Drive
Apache Junction, AZ 85120
Phone: (480) 982-8072

CUSTOMER

Signature: _____
Print: _____
TITLE: _____

11455 E 18th Ave

"For All Your Propane Needs - Residential and Commercial"

255 S Ironwood Drive
Post Office Box 4980
Apache Junction, AZ 85178

480-982-8072

www.DiamondbackPropane.com



PROPANE SUPPLY AGREEMENT

TYPE OF ACCOUNT: (Check One) RESIDENTIAL COMMERCIAL
 HEAT HOT WATER COOKING DRYING FIRELOGS SPACE HEAT GENERATOR POOL OTHER _____

Customer Name: Superstition Fire-Station 263 Own Rent No. of Years: _____

Street Address: 1645 S Idaho Rd Landlord Name: _____

City, St Zip: Apache Junction AZ 85119 Landlord Phone: _____

Phone: 480-982-4440 Delivery Address: _____

e-Mail: barb.duffel@sfmd.az.gov City, St, Zip: _____

Additional Authorized User: _____ Previous Address: _____

Third Party Notification: Name: _____ Phone: _____ e-Mail: _____

Diamondback Propane agrees to lease to the customer for the term of the agreement the following Propane Gas Equipment:

Diamondback Propane Tanks:	Quantity: <u>1</u>	Size: <u>1000 gal</u>	<input checked="" type="checkbox"/> Annual Lease / Monthly Rental (Circle One):	\$ <u>250</u>
Customer Owned Tanks:	_____	_____	Tank / Equipment Sale:	\$ _____
			Other:	\$ _____
			Safety & HAZ-MAT Fee:	\$ _____
			Installation Fee:	\$ _____
<input checked="" type="checkbox"/> Gallon Cylinder Rate:	\$ <u>1.99</u>	<u>Locked 1 year</u>	TOTAL	\$ _____

(Price is subject to change based on usage/market conditions. This is not a locked-in price.)

Description of Equipment Provided: _____

Term modified to 1 year

Automatic: _____ Will Call - Please note: Customer needs to monitor propane gas tank gauge and contact Diamondback Propane when tank gauge reads 30% to 35% to arrange a delivery.

The Company shall not be liable for any loss sustained by the Customer as a result of the exhaustion of the Customer's supply of LP Gas (propane), and the Customer shall hold harmless the Company from any claims arising out of the storage and/or use of LP Gas (propane) or the use, operation, maintenance or repair of LP Gas equipment resulting from the negligence of Customer or third party.

The terms and conditions of the AGREEMENT are set forth both above and upon the reverse side hereof. Both parties hereto have caused the AGREEMENT to be executed on the date written below. This serves as part of a credit application and agreement with Diamondback Propane. By signing below, you agree to allow Diamondback Propane to perform a credit check on you as well as to allow Diamondback Propane to check your credit references / employers / landlord. Diamondback Propane can cancel your account if any information provided herein is found materially false or if you default on your account.

Customer Signature _____	Co-Customer Signature _____	Sales Representative Signature _____
Print Name _____	Print Name _____	Print Name _____
Agreement Date _____		Agreement Date _____

FOR OFFICE USE ONLY Installation Date: _____ Account Number: _____ Estimated Annual Usage: _____

Appendix E

E. TSI Inc. maintenance agreement for the District's PortaCount machine calibration

Submitted By

Assistant Chief Rick Ochs

Background/Discussion

TSI Inc. is a sole source provider of calibration services for the District's PortaCount equipment. This calibration equipment is utilized to ensure a proper fit of an SCBA mask and EMS mask for all suppression personnel. This calibration is required annually by OSHA and NIOSH.

This agreement is for annual cleaning and calibration only. It does not provide warranty service for any repair services.

This request is to enter into a five (5) year pre-paid agreement [**contingent upon approval of the FY 2021/2022 Budget**] which will result in a savings of \$18.67 annually, and a savings of \$93.35 over the five year agreement.

Funding has been allocated in the FY 2021-2022 budget for the five year agreement.

Financial Impact(s)/Budget Line Item

Budget Account: 100-40-62200-47 SCBA Testing & Calibration

Enclosure(s)

TSI, Inc. Agreement

TSI, Inc. Quotation 20197611

Purchase Order #020442

Recommended Motion

"Motion to approve the purchase of a 5-year service agreement from TSI, Inc. for the calibration of the District's Porta count machine."



500 Cardigan Road
Shoreview, MN 55126
USA
EIN 41-0843524

Tel:(800)680-1220
Fax:(651)490-3824
Web:www.TSI.com
Email:answers@TSI.com

Quotation

<p>Quote Contact Barb Duffel Tel: 480-982-4440 Fax: 480-983-7443 Email: barb.duffel@sfmt.az.gov</p>	<p>Make PO Out To: TSI Inc.</p>
<p>Bill-To-Party Superstition Fire & Medical District 1455 E 18th Ave Apache Junction AZ 85119</p>	<p>Quotation Number 20197611 Quotation Date 03/17/2021 Customer No 5485444 Cust. Ref. Barb Duffel Incoterms 2010 CPT: Prepay & Add Consignee's Premises Payment Term SUBJECT TO CREDIT APPROVAL Valid To 07/15/2021 Currency USD Method of Payment PO, Visa, Amex, Mastercard Reference Quote number when submitting PO</p>
<p>Ship-To-Party Superstition Fire & Medical District 1455 E 18th Ave Apache Junction AZ 85119</p>	

Item	Material/Description	Quantity	Unit Price	Amount
1	<p>CLC3-8038 Pre-Paid Cal Contract; 3-Yr, 8038</p> <p>QualityGuard Calibration Contracts are for "Clean and Calibration" only. This is not for use with Warranty Service or when Repair Service is deemed necessary by the TSI Service Group. All Service Contracts will be valid from the date of instrument shipment for new products, and the purchase order date for existing products. The Service Contract is linked to the serial number of the instrument. This Calibration Contract is non-transferrable, and no other instrument serial numbers will be accepted for service.</p> <p>Includes a maximum of 3 calibrations and return ground shipping. SN 8038141701 SN 8026141719</p>	1.00 EA	2,795.00	2,795.00
2	<p>CLC5-8038 Pre-Paid Cal Contract; 5-Yr, 8038</p> <p>QualityGuard Calibration Contracts are for "Clean and Calibration" only. This is not for use with Warranty Service or when Repair Service is deemed necessary by the TSI Service Group. All Service Contracts will be valid from the date of instrument shipment for new products, and the purchase order date for existing products. The Service Contract is linked to the serial number of the instrument. This Calibration Contract is non-transferrable, and no other instrument serial numbers will be accepted for service.</p> <p>Includes a maximum of 5 calibrations, return ground shipping, and FastTrak. SN 8038141701 SN 8026141719</p>	1.00 EA	4,565.00	4,565.00

B



Superstition Fire & Medical District

Purchase Order

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



Date: July 07, 2021

TO: TSI Incorporated
SDS 12-0764
P O Box 86
Minneapolis, MN 55486-0764

Vendor ID: TSII

Purchase Order #: 020442

Requisition #: 19,552

Buyer:FMM

Created by:BAD

Created Date:7/7/2021

Updated by:BAD

Updated Date:7/7/2021

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

Page #: 1

Order Description: 5 YR Prepaid Calibration

Line	AJFD Product #	Description	GL Acct #	Quantity	Unit Price	Amount
1	SCBACALIB	21/22 Calibration	100406220047	1.00	\$913.0000	\$913.00
2	SCBACALIB	22/23 Calibration	100406220047	1.00	\$913.0000	\$913.00
3	SCBACALIB	23/24 Calibration	100406220047	1.00	\$913.0000	\$913.00
4	SCBACALIB	24/25 Calibration	100406220047	1.00	\$913.0000	\$913.00
5	SCBACALIB	25/26 Calibration	100406220047	1.00	\$913.0000	\$913.00

Important Conditions

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

TOTAL **\$4,565.00**

Barb Siffel
Purchasing Manager

Fire Chief

Appendix F

F. The Preplanners Agreement for GIS Data Custodian Services

Submitted By

Assistant Chief Rick Ochs
Fire Chief John Whitney

Background / Discussion

This is a professional services agreement for The Preplanners, LLC to provide for GIS data custodian services for the SFMD. Agreement period is from July 22, 2021 through June 30, 2022. This is a budget item in the FY 2021-2022 budget. Additionally, this is an annual contract which has previously been approved by the Board's attorney.

This request is to enter into a one year agreement [**contingent upon approval of the FY 2021/2022 Budget**]

Financial Impact/Budget Line Item

\$8,000 - 100-50-62080-50 Professional Outside Services (GIS)

Enclosure(s)

Agreement with attached Exhibits



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”), is made by and between THE PREPLANNERS, LLC, a Limited Liability Company, 11152 E. Sombra Ave. Mesa, AZ 85212 (the “Company”), and the Superstition Fire & Medical District, 565 N. Idaho Rd. Apache Junction, AZ 85119 (the “Client”).

FOR CONSIDERATION of the mutual promises and covenants contained herein, the Company and Client agree as follows:

1. SCOPE OF WORK

- A. **Professional Services:** Company agrees to provide, GIS Data Custodian Services (the “Services”) as described in Exhibit A, which is attached hereto and expressly incorporated herein by reference.
- B. **Performance Monitoring:** To ensure satisfactory and timely performance, Company shall produce written reports or other written documents as needed or directed to Assistant Chief Richard Mooney at richard.mooney@sfmd.az.gov and Anna Butel at anna.butel@sfmd.az.gov (the “Project Managers”) by the dates indicated: First Phase to initiate July 22, 2021. Dates for future phases shall be added as addendums to this agreement.
- C. **Revisions to Scope of Work:** The Company reserves the right to make changes to the Services to be provided which are within the Scope of Work above. Such changes and any added cost or cost reduction to the Company must be agreed to in writing and signed by the Company and the Client prior to proceeding with any change.

2. PERFORMANCE PERIOD

The performance period of this agreement shall begin on the effective date, July 22, 2021 and shall not extend beyond June 30, 2022 not more than 12 months after the effective date, unless amended by written mutual agreement.

3. COMPENSATION AND PAYMENT

- A. **Fee:** The Client agrees to pay the Company for Services provided pursuant to this Agreement on the terms described in Exhibit B, which is attached hereto and expressly incorporated here in reference, not to exceed \$8,000.00 for the term of this Agreement.
- B. **Invoice for Payment:** Company shall prepare 4 invoices for payment, substantiated with reasonable documentation, including original papers and receipt, which shall be submitted to: Jennifer Burke (Jennifer.burke@sfmd.az.gov) via email. Superstition Fire & Medical District 565 N. Idaho Rd., Apache Junction, AZ 85119.

Payment is due upon receipt and is past due thirty (30) business days from receipt of Invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify the Company within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the Company's Invoice that is not in dispute shall be paid in accordance with the procedures set forth herein.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, the Company may suspend performing further work.

- C. **Taxes Liability:** Client and Company agree that Company is solely responsible for payment of income, social security and other employment taxes due to the proper taxing authorities, and that the Client will not deduct such taxes from any payment to the Company.

4. CONFIDENTIALITY

Client agrees to keep confidential and not to disclose to third party any information provided by the Company pursuant to this Agreement without the Company's prior written consent. This provision shall survive expiration and termination of this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

Client agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements (hereinafter "Work") developed by Company solely, or with others, resulting from the performance of Company's responsibilities and obligations pursuant to the Agreement are "works made for hire" and the property of the Company. If for any reason the Work would not be considered a work made for hire under applicable law, Client does hereby sell, assign, and transfer to the Company, its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. Client agrees to provide whatever assistance is necessary for the Company to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

Ownership of Documents and Other Data: Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Client unless otherwise agreed to by both parties. However, Contractor shall retain ownership of the proprietary program used to create the documents or data used by Client. The Client may use such documents for other purposes without further compensation to the Contractor;

however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

In the event the Client fails to comply with the provisions of this Section 5, Company's exclusive remedy shall be limited to termination of this Agreement. In no event shall the Client be liable for consequential damages including, but not limited to, lost profits.

6. TERMINATION OF AGREEMENT

- A. Termination for Breach of Agreement:** The Company may terminate this Agreement upon ten (10) days written notice for breach of this Agreement or any obligation thereof by the Client.
- B. Termination for Convenience:** Either Party may terminate this Agreement for convenience by providing thirty (30) days prior written notice.
- C. Payment Upon Termination:** Upon termination for any reason, the Client shall pay Company for all fees and expenses in accordance with provision 2 above already provided or incurred through the effective date of termination.

In the event of termination pursuant to subsection A above, Client shall be liable to the company for any additional expenses incurred by the Company for satisfactory completion of the Services.

Pursuant to A.R.S. Section 38-511, the Client may cancel this Agreement for conflict of interest.

7. INDEPENDENT CONTRACTOR RESPONSIBILITIES

It is expressly understood that Company is an independent contractor and not the agent or employee of the Client.

8. LIABILITY

To the fullest extent allowed by law, Client agrees to indemnify and hold harmless the Company and their agents and employees from and against all claims or losses including reasonable attorney's fees, arising out of or resulting from the negligence or omissions of the Client, its partners, directors, officers, employees, licensees, subcontractors or agents, in the provisions of products and services under this Agreement. In no event shall the Client be liable for consequential damages including, but not limited to, loss of profits.

During the performance of Services, the Company shall be in compliance with all applicable state and federal laws, and the Policies and Procedures of the Superstition Fire & Medical District.

9. ASSIGNMENT OR MODIFICATION

Any assignment or modification of this Agreement shall be valid only by written mutual agreement signed by both Parties.

10. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Arizona which shall also be the venue for any disputes arising hereunder.

11. USE OF CLIENT NAME

Company agrees it will not use the name or intellectual property, including but not limited to, Client trademarks in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Client.

12. MISCELLANEOUS

A. **Legal Arizona Workers Act Compliance:** Company is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). Company further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

Client retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

B. **Non-appropriation:** This Agreement shall be subject to available funding for Client, and nothing in this Agreement shall bind Client to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

C. **Anti-Israeli Boycott:** To the extent applicable, the undersigned Company hereby certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the latest date set forth below.

THE PREPLANNERS, LLC

**SUPERSTITION
FIRE/MEDICAL
DISTRICT**

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

SERVICES

The Preplanners, LLC will provide the following Services for the Superstition Fire & Medical District. “GIS Data Custodian Services” to be completed during a 12-month period.

- GIS Data Custodian services to be complete on a quarterly basis per the Mesa Fire & Medical Department’s 2021/2022 CAD Map Calendar
- Update/Maintain SFMD Address Data for CAD
- Update/Maintain SFMD Street Data for CAD
- Update/Maintain all associated Feature Classes that are involved in the current Map File
- Hours to vary per quarter. Hours dependent on the number of edits/updates to SFMD data

EXHIBIT A (Continue)

Requirements

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

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

EXHIBIT B

FEES

Company will charge the following fees for performance of Services described in Exhibit A.

GIS Data Custodian Services	\$ 8,000.00
------------------------------------	--------------------

- 1) Quarterly fee of \$2,000.00 every 3 months,
- 2) Hours of work per quarter varies upon updates needed
- 3) Completed work will be packaged for delivery to MFMD
CAD Map personnel for uploading to CAD

Total Cost:	\$ <u>8,000.00</u>
--------------------	---------------------------

Any reimbursable expenses will be determined on an as needed basis, at which time both parties will agree upon the type of expense and associated cost.

Appendix G

G. The Preplanners Agreement for Pre-Fire Plan documents

Submitted By

Assistant Chief Rick Ochs
Fire Chief John Whitney

Background / Discussion

This is a professional services agreement for The Preplanners, LLC to complete eight (8) Pre-Plan documents for the SFMD. Agreement period is from July 22, 2021 through June 30, 2022. This is a budget item in the FY 2021-2022 budget. Additionally, this is an annual contract which has previously been approved by the Board's attorney.

This request is to enter into a one year agreement [**contingent upon approval of the FY 2021/2022 Budget**]

Financial Impact/Budget Line Item

\$4,000 - 100-50-62010-08 Pre-Plan Development

Enclosure(s)

Agreement with attached Exhibits



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”), is made by and between THE PREPLANNERS, LLC, a Limited Liability Company, 11152 E. Sombra Ave. Mesa, AZ 85212 (the “Company”), and the Superstition Fire & Medical District, 565 N. Idaho Rd. Apache Junction, AZ 85119 (the “Client”).

FOR CONSIDERATION of the mutual promises and covenants contained herein, the Company and Client agree as follows:

1. SCOPE OF WORK

- A. **Professional Services:** Company agrees to provide Professional Drafting and Design Preplans (the “Services”) as described in Exhibit A, which is attached hereto and expressly incorporated herein by reference.
- B. **Performance Monitoring:** To ensure satisfactory and timely performance, Company shall produce written reports or other written documents as needed or directed to Assistant Chief Richard Ochs and Assistant Chief Richard Mooney (the “Project Managers”) by the dates indicated: First Phase – to initiate July 22, 2021. Dates for future phases shall be added as addendums to this agreement.
- C. **Revisions to Scope of Work:** The Company reserves the right to make changes to the Services to be provided which are within the Scope of Work above. Such changes and any added cost or cost reduction to the Company must be agreed to in writing and signed by the Company and the Client prior to proceeding with any change.

2. PERFORMANCE PERIOD

The performance period of this Agreement shall begin on the effective date, July 22, 2021, and shall not extend beyond June 30, 2022 not more than 12 months after the effective date, unless amended by written mutual agreement.

3. COMPENSATION AND PAYMENT

- A. **Fee:** The Client agrees to pay the Company for Services provided pursuant to this Agreement on the terms described in Exhibit B, which is attached hereto and expressly incorporated here in reference, not to exceed \$4,000.00 for the term of this Agreement.
- B. **Invoice for Payment:** Company shall prepare 2 invoices for payment, substantiated with reasonable documentation, including original papers and receipt, which shall be submitted to: Jennifer Burke (Jennifer.burke@sfmd.az.gov) via

email. Superstition Fire & Medical District 565 N. Idaho Rd., Apache Junction, AZ 85119.

Payment is due upon receipt and is past due thirty (30) business days from receipt of Invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify the Company within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the Company's Invoice that is not in dispute shall be paid in accordance with the procedures set forth herein.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, the Company may suspend performing further work.

- C. **Taxes Liability:** Client and Company agree that Company is solely responsible for payment of income, social security and other employment taxes due to the proper taxing authorities, and that the Client will not deduct such taxes from any payment to the Company.

4. CONFIDENTIALITY

Client agrees to keep confidential and not to disclose to third-party any information provided by the Company pursuant to this Agreement without the Company's prior written consent. This provision shall survive expiration and termination of this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

Client agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements (hereinafter "Work") developed by Company solely, or with others, resulting from the performance of Company's responsibilities and obligations pursuant to the Agreement are "works made for hire" and the property of the Company. If for any reason the Work would not be considered a work made for hire under applicable law, Client does hereby sell, assign, and transfer to the Company, its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. Client agrees to provide whatever assistance is necessary for the Company to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

Ownership of Documents and Other Data: Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Client unless otherwise agreed to by both parties. However, Contractor shall retain ownership of the proprietary program used to create the documents or data used by Client. The Client may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

In the event the Client fails to comply with the provisions of this Section 5, Company's exclusive remedy shall be limited to termination of this Agreement. In no event shall the Client be liable for consequential damages including, but not limited to, lost profits.

6. TERMINATION OF AGREEMENT

- A. **Termination for Breach of Agreement:** The Company may terminate this Agreement upon ten (10) days written notice for breach of this Agreement or any obligation thereof by the Client.
- B. **Termination for Convenience:** Either Party may terminate this Agreement for convenience by providing thirty (30) days prior written notice.
- C. **Payment Upon Termination:** Upon termination for any reason, the Client shall pay Company for all fees and expenses in accordance with provision 2 above already provided or incurred through the effective date of termination.

In the event of termination pursuant to subsection A above, Client shall be liable to the company for any additional expenses incurred by the Company for satisfactory completion of the Services.

Pursuant to A.R.S. Section 38-511, the Client may cancel this Agreement for conflict of interest.

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

7. INDEPENDENT CONTRACTOR RESPONSIBILITIES

It is expressly understood that Company is an independent contractor and not the agent or employee of the Client.

8. LIABILITY

To the fullest extent allowed by law, Client agrees to indemnify and hold harmless the Company and their agents and employees from and against all claims or losses including reasonable attorneys' fees, arising out of or resulting from the negligence or omissions of the Client, its partners, directors, officers, employees, licensees, subcontractors or agents, in the provisions of products and services under this Agreement. In no event shall the Client be liable for consequential damages including, but not limited to, loss of profits.

During the performance of Services, the Company shall be in compliance with all applicable state and federal laws, and the Policies and Procedures of the Superstition Fire & Medical District.

9. ASSIGNMENT OR MODIFICATION

Any assignment or modification of this Agreement shall be valid only by written mutual agreement signed by both Parties.

10. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Arizona which shall also be the venue for any disputes arising hereunder.

11. USE OF CLIENT NAME

Company agrees it will not use the name or intellectual property, including but not limited to, Client trademarks in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Client.

12. MISCELLANEOUS

- A. **Legal Arizona Workers Act Compliance:** Company is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Company further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

Client retains the legal right to inspect the papers of any contractor or subcontract Employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

- B. **Non-appropriation:** This Agreement shall be subject to available funding for Client, and nothing in this Agreement shall bind Client to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
- C. **Anti-Israeli Boycott:** To the extent applicable, the undersigned Company hereby certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the latest date set forth below.

THE PREPLANNERS, LLC

**SUPERSTITION FIRE /
MEDICAL DISTRICT**

Signature

Board Chair Signature

Robert Perez

Printed Name

Printed Name

Partner

Title

Date

Date

Board Clerk Signature

Printed Name

Date

EXHIBIT A

SERVICES

Company agrees to provide the following Services for the Client, subject to Company's timely receipt of the Client's required information listed below.

- Provide electronic copies of SFMD designated preplan(s). The format will be an AutoCAD (.DWG) file.
- Provide electronic copies of SFMD designated preplan(s). The format will be an Adobe Acrobat (.PDF) file.
- Both DWG & PDF files will be uploaded to the SFMD FTP site (if available).
- Provide preplan(s) that are spatially correct, using the projection standard of NAD83 Arizona Central State Plane – US Foot – zone 202.
- Provide standardized symbols for fire department protection features and utility shut-offs.
- Provide a preplan(s) layout for each designated address, utilizing paper sizes of 8.5" x 11" or 11" x 17" format.
- Levels of Details:
 1. Shell building with fire protection features or,
 2. Detailed building layout showing interior walls, door swings, text, etc., plus fire protection features.

EXHIBIT A (Continue)

SERVICES

The following information will be required by the Company in order to create preplans for the Client.

- Current Land base shape files. This information will be used to spatially locate preplans. Specific shape files needed are:
 - 1) Street ROWs or Parcels
 - 2) Lot lines (if available)
 - 3) Building footprints (if available)
 - 4) Address points
 - 5) Fire Hydrants
 - 6) Parking lot lines (if available)
- Access to aerials used by SFMD. This information will aid in the development of parking lot lines and/or preplans.
- Order of priority for preplan development (Schools, Commercial, etc).
- A photo copy of each completed Site Inspection Survey, which will be used for recordkeeping purposes. Survey must be complete, in order for the preplan(s) to be completed in a timely manner.
- Access to SFMD FTP Site which will be used for posting completed preplan DWG's and PDF's.
- Designated mailbox location for Site Inspection Surveys drop-off/pick-up if necessary.

EXHIBIT B

FEES

Company will charge the following fees for performance of Services described in Exhibit A.

Development Fees	\$ 500.00 ea.	\$ 4,000.00
-------------------------	---------------	-------------

Agreement includes the following items:

- 1) Development of a total of 8 Preplans per performance period (year).
- 2) Preplan Post-processing (for inclusion into CAD Mobile Map).
- 3) Administrative cost

Total Annual Cost:	\$ <u>4,000.00</u>
---------------------------	---------------------------

Any reimbursable expenses will be determined on an as needed basis, at which time both parties will agree upon the type of expense and associated cost.