BOARD OF DIRECTORS MEETING

April 20, 2022

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
BOARD OF DIRECTORS MEETING AGENDA FOR APRIL 20, 2022

Call in Phone Number: 480-646-1864
Access Pin: 1234

The Board will hold a meeting on Wednesday, April 20, 2022. The meeting will be held at the Superstition Fire & Medical District’s Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the public and will begin at 5:30 p.m. local time.

A. Call to Order  
B. Pledge of Allegiance  
C. Roll Call

The following agenda items are scheduled for discussion at the board meeting. The Governing Board may or may not decide to take action on any or all items. The order of the agenda items may or may not be taken in the order listed.

1. Review and approval of the March 2022 financial reports and bank reconciliations.

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

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

4. Consideration and possible approval of all consent agenda items listed below:
   A. Board Meeting Minutes from March 16, 2022  
   B. Arizona Department of Forestry and Fire Management Cooperative Fire Rate Agreement  
   C. Lightweight Traditional Fire Helmet with Mesh Bag Replacement Kit Order  
   D. Dynamic Duo Janitorial LLC Contract  
   E. Republic Services Refuse Agreement  
   F. Stryker LifePak 15 Service Contract

5. Discussion and possible approval of policies and forms: 1014 Personnel Complaints; 1020 Grievance Procedure; 1033 Transitional Duty Assignments.
6. Discussion and possible approval regarding Fire Board Members riding in District apparatus during public events.

7. Discussion, presentation and possible approval of a commitment to purchase (through a capital lease) one 2023 Horton 623 Ambulance with power loader and cot.

8. Discussion, presentation and possible approval of a commitment to purchase (through a capital lease) one 2023 Pierce Velocity Pumper.

9. Reports.
   Senior Leadership Team (SLT):
   Fire Chief John Whitney
   Assistant Chief Brian Read
   Transportation Services Director Billy Warren
   Assistant Chief Richard Mooney
   Administrative Services Director Anna Butel
   Finance Director Roger Wood
   Captain John Walka


11. Announcements and Document Signing.

12. Adjourn

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: April 14, 2022
At: 1500 Hours
By: Sherry Mueller

The Superstition Fire & Medical District (SFMD) Administrative Office Board Meeting Room is accessible to the handicapped. In compliance with the American with Disabilities Act (ADA), those with special needs, such as large-type face print or other reasonable accommodations may request those through the SFMD Administration Office (480-982-4440) at least 24-hours before the Board Meeting.
Agenda Item 1

Review and approval of the March 2022 financial reports and bank reconciliations.

Submitted By
Finance Director Roger Wood

Background/Discussion
The District’s accounting department staff prepares the monthly financial reports. The District’s annual budget, which is adopted by the Board each June for the following fiscal year (July 1 – June 30), is formatted to mirror the monthly financial statements. The financial reports provide the Board with a monthly recap of expenditures and revenues, along with year-to-date account balance information.

In compliance with A.R.S. §48-807(O), the following reports have been added to the monthly financial statements packet:

1. Cash Flow – All Governmental Funds.
   The Cash Flow report consists of the combined cash balances of all District Funds. These balances include the General (100), Transport Services (150), Capital Projects (200), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds. The Cash Flow report is updated monthly with the actual revenues deposited into and actual expenditures disbursed from the District’s cash accounts. It is important to note the revenues and expenditures are reported on a Cash Basis. This report is generated to demonstrate that the fire District maintains sufficient cash available to satisfy the projected expenditures budgeted over the course of the fiscal year.

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

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

Enclosure(s)
*Monthly Financials provided under separate cover

Recommended Motion
“Motion to approve the March 2022 financial reports and bank reconciliations.”
Superstition Fire & Medical District
Governing Board Acceptance of Fire District’s
Financial Statements and Bank Reconciliations

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of March 2022:

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

_____________________________________ _____________________________
Kathleen Chamberlain, Board Chair  Date
Go to Item 3
Governing Board Meeting – April 20, 2022
Agenda Item: 2

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

**Submitted By**
Fire Chief John Whitney
Assistant Chief Richard Mooney

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

**April Anniversaries**
**29 Years of Service:**
Captain / Paramedic, Mark Gomez

**18 Years of Service:**
Community Risk Reduction Specialist, Tina Gerola

**5 Years of Service:**
Paramedic, Ryan Tonelli

**4 Years of Service:**
Paramedic, Michael Bigg

**3 Years of Service:**
Paramedic, Levi Unzeitig

**Promotions**
David Endres – Captain
Trey Schow - Engineer

Go to Agenda
Call to the Public

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

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

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

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

Scheduled
None
Governing Board Meeting – April 20, 2022
Agenda Item: 4

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

A. Board Meeting Minutes from March 16, 2022 – Appendix A
B. Arizona Department of Forestry and Fire Management Cooperative Fire Rate Agreement - Appendix B
C. Lightweight Traditional Fire Helmet with Mesh Bag Replacement Kit Order - Appendix C
D. Dynamic Duo Janitorial LLC Contract - Appendix D
E. Republic Services Refuse Agreement - Appendix E
F. Stryker LifePak 15 Service Contract - Appendix F

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 April 20, 2022.”
Agenda Item Title
Discussion and possible approval of Policies and Forms: 1014 Personnel Complaints; 1020 Grievance Procedure; 1033 Transitional Duty Assignments.

Submitted By
John Whitney, Fire Chief
Anna Butel, Administrative Services Director

Background/Discussion
SFMD has reviewed selected policies to ensure consistency with our policies and practices. Similar to the process used during the creation of the 2019/20 policy manual, these policies were provided to the Board and the membership for review on April 5, 2022. This time frame meets the 7-day minimum for Board and membership review. At this time, no comments have been received.

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

Enclosure(s)
Policies with Revisions:
1014 Personnel Complaints
1020 Grievance Procedure
1033 Transitional Duty Assignments

Recommended Motion
“Motion to approve policies 1014 Personnel Complaints, 1020 Grievance Procedure and 1033 Transitional Duty Assignments.”
Policy 1014 – Personnel Complaints

1. PURPOSE AND SCOPE

This policy provides guidelines for the reporting of complaints regarding the conduct of SFMD members and the service provided by this district. This policy shall not apply to any questioning, counseling, instruction, informal verbal admonishment or other routine or unplanned contact of a member in the normal course of duty, by a supervisor or any other member, nor shall this policy apply to a criminal investigation.

2. POLICY

SFMD takes seriously all complaints regarding service provided by the District and the conduct of its members.

The District will accept and address all complaints of member misconduct in accordance with this policy and applicable federal, state and local law, municipal and county rules and the requirements of any memorandum of understanding.

It is also the policy of this district to ensure that the community can report misconduct without concern for reprisal or retaliation.

3. PERSONNEL COMPLAINTS

Personnel complaints consist of any allegation of misconduct or improper job performance that, if true, would constitute a violation of district policy or rule or federal, state or local law. Allegations or complaints may be generated internally or by the public.

Inquiries about conduct or performance that, if true, would not violate district policy or rule or federal, state or local law, may be handled informally by a supervisor and shall not be considered a personnel complaint. Such inquiries generally include clarification regarding policy, procedures or the response to specific incidents by the District.

4. AVAILABILITY AND ACCEPTANCE OF COMPLAINTS

4.1 AVAILABILITY OF COMPLAINT FORMS

Every supervisor is responsible for monitoring public satisfaction or inquiries regarding the personnel complaint process and forwarding to the Battalion Chief or other supervisor any suggestions for improvement or changes.
4.2 SOURCES OF COMPLAINTS

1. Members of the public may make complaints in any form, including in writing, by email, in person or by telephone.

2. Any district member becoming aware of alleged misconduct shall immediately notify their immediate supervisor and second-line supervisor.

3. Supervisors shall initiate a complaint based upon observed misconduct or receipt from any source alleging the misconduct of a member that, if true, could result in corrective action.

4. Anonymous complaints and third-party citizen complaints should be accepted and investigated to the extent that sufficient information is provided.

5. Citizen complaints regarding code enforcement are not considered personnel complaints and shall be forwarded to the Fire Prevention Department.

4.3 ACCEPTANCE OF COMPLAINTS

All complaints will be courteously accepted by any member and promptly given to the appropriate supervisor. Although written complaints are preferred, a complaint may also be filed verbally, either in person or by telephoning the District, and will be accepted by any supervisor. If a supervisor is not immediately available to take a verbal complaint, the receiving member shall obtain contact information sufficient for the supervisor to contact the complainant. The supervisor, upon contact with the complainant, shall complete and submit a Citizen Complaint Form as appropriate.

The Fire Chief or the authorized designee shall be notified of all citizen complaints.
1. PURPOSE AND SCOPE

This policy establishes processes for resolving disputes or concerns regarding conditions of employment, unethical or wasteful conduct or other inappropriate conduct.

This policy does not apply to complaints related to alleged acts of discrimination or harassment or complaints of discrimination on the basis of other protected categories subject to the Discriminatory Harassment Policy. This policy also does not apply to complaints consisting of any alleged misconduct or improper job performance by any member that, if true, would constitute a violation of federal, state or local law, or a violation of district policy or the standards established in the Personnel Complaints Policy.

This policy does not prohibit adverse administrative action taken for legitimate nondiscriminatory or non-retaliatory reasons, including for-cause discipline.

The procedures set forth herein are intended to supplement and not limit a member's access to other applicable remedies. Nothing in this policy shall diminish the rights or remedies of a member pursuant to any applicable federal law, provision of the U.S. Constitution, state law, local ordinance or memorandum of understanding.

1.1 GRIEVANCE DEFINED

A grievance is any difference of opinion concerning terms or conditions of employment or a dispute involving the interpretation or application of any of the following documents:

- A memorandum of understanding
- This Policy Manual
- Rules and regulations covering personnel practices or working conditions of members

A grievance includes any claim of waste, abuse of authority, or gross mismanagement and any practice within the District which may pose a threat to health, safety, or security.

Grievances may be brought by an individual member or by a group representative.

2. POLICY

It is the policy of this district that all grievances be handled quickly and fairly without retaliation against a member who files a grievance, whether or not there is a basis for the grievance. It is the philosophy of this district to promote free verbal communication between members and supervisors.
3. RETALIATION PROHIBITED

No member may retaliate against any person for reporting or filing a grievance under this policy or for opposing a practice believed to be improper, unethical, wasteful or retaliatory or participating in any investigation pursuant to this policy or any other policy in this Policy Manual (see the Anti-Retaliation Policy).

Employees found to be in violation of this policy are subject to discipline. Supervisors who condone or ignore violations of this policy or otherwise fail to take appropriate action to enforce this policy are also subject to discipline.

4. PROCEDURE

Except as otherwise required under a memorandum of understanding, grievances, as defined above, should be resolved using the following procedure or as stated in the memorandum of understanding.

4.1 COMMUNICATING GRIEVANCES

Members are encouraged to communicate with supervisory personnel regarding any workplace problem or issue they feel needs immediate attention. Generally, any concern about a workplace situation should be first raised with the member's immediate supervisor unless that supervisor is part of the member's concern. It is recognized, however, that there may be occasions where the use of the normal chain of command may not be appropriate.

Any member who feels threatened in any manner or is otherwise concerned about reporting to his/her immediate supervisor may report this information directly to the Fire Chief or Department of Human Resources without first reporting the information to their immediate supervisor or following the chain of command.

This alternate process shall not be used to circumvent or avoid addressing issues through the normal chain of command.

4.2 GRIEVANCE RECEIPT

Upon receipt of a verbal or written grievance, the receiving supervisor will promptly document the grievance on the Employee Grievance Form, initiate the investigative process, and ensure that the appropriate supervisor and the Department of Human Resources are notified.

Investigations are generally more effective when the identity of the grieving member is known, thereby allowing investigators to obtain additional information from the reporting member. However, a grievance may be made anonymously.

All reasonable efforts should be made to protect the reporting member's identity. However, confidential information may be disclosed to the extent required by law or to the degree necessary to conduct an adequate investigation and make a determination regarding a grievance. In some situations, the
investigative process may not be complete unless the source of the information and a statement by the member is produced as part of the process.

The supervisor receiving the grievance should explain to the grieving member how the matter will be handled.

4.3 RESOLVING GRIEVANCES

1. Supervisors receiving grievances should attempt to resolve the issue through informal discussion with the member.

2. If after a reasonable amount of time, generally ten days, the grievance cannot be settled by the immediate supervisor, the member may request a meeting with the second-line supervisor.

3. If a successful resolution is not found with the second-line supervisor, the member may request a meeting with the Fire Chief.

4. If the member and the Fire Chief are unable to arrive at a mutual solution, then the member shall proceed as follows:
   a. Submit a written statement of the grievance and deliver one copy to the Fire Chief and another copy to the immediate supervisor and include the following information:
      i. The basis for the grievance
      ii. What remedy or goal is being sought by this grievance

5. The Fire Chief will receive the written grievance. The Fire Chief will review and analyze the facts or allegations and respond to the member within 14 calendar days. The response shall identify any corrective measures or other remedies as appropriate. The decision of the Fire Chief is considered final.

5. RESPONSIBILITIES

5.1 MEMBER RESPONSIBILITIES

This policy is intended to support efforts to identify and remediate workplace issues appropriately. Members are encouraged to identify workplace issues to bring about positive change in the District. Members shall act in good faith and not file trivial grievances or grievances intended to harass or deflect scrutiny or blame to another member.

Members shall make reasonable efforts to verify facts before making a grievance. Members shall not report or threaten to report information or a grievance knowing it to be false, with willful or reckless regard for the truth or falsity of the information or otherwise made in bad faith.
When making a grievance, members should provide as much information as possible and should cooperate fully with all investigations. Members shall maintain the confidentiality of any statements made in conjunction with an active grievance pursuant to this policy. This provision is not intended to diminish a member's rights or remedies afforded by applicable federal law, constitutional provision or memorandum of understanding.

Any employee who believes that he/she has been subjected to reprisal or retaliation should immediately report the matter to a supervisor in the member’s chain of command or to the Department of Human Resources.

5.2 SUPERVISOR RESPONSIBILITIES

Supervisors should make reasonable efforts to identify and remediate workplace issues and bring about positive change in the District before issues escalate to the grievance level. Once a member has made the decision to file a grievance, supervisors shall not attempt to discourage the member, shall accept grievances and shall ensure that reasonable efforts are made to reach a prompt and fair resolution.

Supervisory personnel will:

1. Document all grievances received and all steps taken to resolve the issue.
2. Forward the documentation to the Administrative Services Director through the chain of command.
3. Monitor the work environment to ensure that any member making a grievance is treated with respect and no different than any other employee.
4. Communicate to all members the obligation not to engage in retaliation and follow-up periodically with the grieving member to ensure that retaliation is not occurring.

5.3 COMMAND STAFF RESPONSIBILITIES

Command staff should ensure prompt resolution of all grievances, including the following:

1. Timely grievance recognition and acceptance
2. Appropriate documentation of the process and investigation
3. Remediation of any inappropriate conduct or condition and the implementation of measures to minimize the likelihood of reoccurrence
4. Timely communication of the outcome to the grieving member

6. MEMBER REPRESENTATION

Members are entitled to have representation during the grievance process and may seek advice, counsel or the assistance of other employees or representatives in their presentation of a grievance.
7. **GRIEVANCE RECORDS**

At the conclusion of the grievance process, all documents pertaining to the process shall be forwarded to the Assistant Chief of Emergency Services and Administrative Services Director for records retention.
Policy 1033 – Transitional Duty Assignments

Last Revision: 03/08/2022

1. PURPOSE AND SCOPE

This policy establishes procedures for providing transitional duty assignments. This policy is not intended to affect the rights or benefits of employees under federal or state law, District rules, or current memorandum of understanding.

The Transitional Duty program is a benefit provided to approved employees, which may be in addition to or coordinated concurrently with other employee benefits or rights. It will not be interpreted to negatively impact any employee rights or entitlements under the Arizona worker’s compensation laws, the American Disability Act, Family Medical Leave Act and/or other similar benefits and entitlements.

2. POLICY

Subject to operational considerations, the Superstition Fire & Medical District may identify Transitional Duty assignments for employees who have an injury or medical condition resulting in temporary work limitations or restrictions. Transitional Duty is available for non-work-related injuries at the discretion of the Fire Chief or designee. In all cases, employees requiring Transitional Duty for work related injury, illness or disease will be given priority over non-work-related cases.

Any employee who is unable to return to full duty as a result of a work or non-work-related injury, illness or disease any time before, during or at the end of his/her Transitional Duty assignment will be referred to Human Resources for options, if any, regarding his/her job status. Referrals to Human Resources may occur at any time such opinion is rendered by either the employee's attending physician or designated District physician.

In an effort to ensure maximum staffing utilization in achieving SFMD goals, the District reserves the right to reassign employees during any Transitional Duty assignment. Reassignment may include a change of work hours and schedule, location or department within the District.

Transitional Duty assignments will be worked on a 40-hour workweek, as approved by the assigned supervisor unless a reduced workweek schedule is ordered by a physician.

While assigned Transitional Duty, employees may continue to wear department uniforms per policy, or dress consistent with the work group to which they are assigned. Exceptions may be granted if an employee’s medical condition warrants or as directed by a physician.

Transitional Duty work assignments are typically based on the physician’s Medical Tracking/Work Status Report, organizational needs, and employee’s skills. These work assignments are at the discretion of the employee’s Assistant Chief/Director or the authorized designee.

The District reserves the right to require an examination by a physician designated by the District and at the District’s expense to determine if the employee’s condition qualifies for the Transitional Duty Program.
2.1 WORK RELATED INJURY

District employees are covered by the District under the Arizona State Worker’s Compensation Act against injury, illness or disease occurring in the course of District employment. Transitional Duty will be assigned in cases of work-related injury, illness or disease after receipt of an acceptable medical report typically a Medical Tracking/Work Status Report from the attending worker’s compensation physician placing the employee on Transitional Duty. Transitional Duty eliminates, minimizes or modifies lifting, walking or other physical or mental requirements that prevent an employee from returning to full duty and will be selected in accordance with the employee’s physical limitations as documented by the physician’s Medical Tracking/Work Status Report or an equivalent form. It may also entail performing all duties of his/her regular position on a part-time basis or with medically imposed limitations. This policy includes all District employees, including those working a 56-hour and 40-hour work schedule. Transitional Duty assignments will be matched with the employee’s skills and experience levels whenever possible.

Employees required to attend scheduled medical and/or physical therapy appointments as a result of a work-related injury, illness or disease, will be released from work to attend these appointments and will not be required to utilize sick, vacation, or unpaid leave if such appointments occur during his/her Transitional Duty assignment work schedule. Employees should schedule these appointments early or late in the workday to avoid any disruption of work.

2.2 NON-WORK-RELATED INJURY

Employees injured or medically unable to perform the essential functions of his/her position due to non-work-related incidents may request a Transitional Duty assignment through their Assistant Chief/Director or the authorized designee. The request will be reviewed by the Fire Chief or designee based on the availability of transitional work duties matching the employee’s skills and within the limitations indicated on the Medical Tracking/Work Status Report.

Employees must use sick or vacation leave for all non-work-related cases if medical and/or physical therapy appointments cannot be scheduled outside of his/her assigned work schedule.

3. GENERAL CONSIDERATIONS

The District reserves the right at any time to re-evaluate the necessity for and the duties of a Transitional Duty assignment and the performance of any employee in such assignment.

Transitional Duty is a temporary assignment with a limited term of 180 calendar days. One request for extension of transitional leave beyond 180 calendar days, for a specified period of time (not to exceed an additional 180 calendar days), may be submitted to Human Resources for consideration. Extensions may be authorized by the Fire Chief on a case-by-case basis if the medical evidence indicates recovery within twelve months from the initial date of work restrictions.

Should an employee on Worker’s Compensation Leave or Transitional Duty be unable to return to full duty at the end of the extension (365 calendar days maximum), the employee may be medically separated from
the District due to the inability to perform the functions of the job, as permitted by law.

If an employee who was on approved Worker’s Compensation Leave or Transitional Duty returns to full duty and works for 1 – 89 calendar days and suffers an aggravation of the same injury or re-injury of the same type or body part, then the original date of work restrictions will be utilized in calculating the 365-calendar day maximum.

If an employee who was on approved Worker’s Compensation Leave or Transitional Duty returns to full duty and works for 90 plus calendar days and is re-injured, then an additional 90 calendar days will be given.

If an employee who was on approved Worker’s Compensation Leave or Transitional Duty returns to full duty for 18 months and is re-injured, the employee may qualify for additional time.

If an employee who was on approved Worker’s Compensation Leave or Transitional Duty returns to full duty and works for 90 plus calendar days, but is later re-injured with a new injury, the employee will qualify for additional time under the Transitional Duty/Worker’s Compensation leave Status for the new injury.

The Family Medical Leave Act (FMLA) affords eligible employees with 12 weeks of job protection per year and may run concurrent with Worker’s Compensation and non-work-related injuries, illnesses and diseases. Refer to Human Resources for details pertaining to FMLA.

Employees placed on no-work status are not allowed to participate in Fire Department or District sponsored activities and any approved secondary employment is suspended except as approved by the Fire Chief or designee.

Employees on Transitional Duty assignment may attend Fire Department or District sponsored training if such training complies within the limitations set by his/her physician.

4. PROCEDURE

4.1 WORK RELATED OR NON-WORK-RELATED INJURY, ILLNESS OR DISEASE

After initial medical treatment, the attending physician will complete a Medical Tracking/Work Status Report. If the physician assigns no-work status or limited-work status, the following process applies:

1. If the attending physician issues a no-work or limited work status, the employee (if physically able) is required to submit a copy of the physician’s Medical Tracking/Work Status Report to Human Resources and to the employee’s chain of command, immediately after the appointment.
   
   a. Submittal of the Medical Tracking/Work Status Report may be done electronically

2. Human Resources will:
   
   a. Make the necessary notifications
   
   b. Contact the employee, informing him/her of all necessary requirements and pertinent information involving the Worker’s Compensation Claim and Transitional Duty program
3. The employee must provide an updated Medical Tracking/Work Status Report form to Human Resources after every doctor’s appointment related to the injury, illness or disease for which the employee is on no-work status or limited work status.

4. When applicable, the Battalion Chief will manage vacancies created by the employee’s no-work or limited work status.

Human Resources can be contacted for questions relating to the Transitional Duty process or an incident resulting in a work-related injury, illness or disease.

If an employee is unable to perform his/her Transitional Duty assignment due to an aggravation of the injury, illness or disease or any change in an employee’s condition that appears to be outside the parameters of the latest on-file physician’s Medical Tracking/Work Status Report, the employee must be taken to his/her attending physician for re-evaluation and Human Resources must be notified. A Medical Tracking/Work Status Report form from this appointment must be submitted to Human Resources before the employee is approved to return to Transitional Duty.

In accordance with District policy, employees are eligible for a variety of leaves in the event of accident, injury, illness, death, required jury duty, military service, and other reasons while working a Transitional Duty assignment through the employee’s chain of command.

In all cases, employees requiring Transitional Duty for work related injury, illness or disease will be given priority over non-work-related cases.

4.2 COMPENSATION

District employees will retain specialty pay while on Transitional Duty. Skills associated with specialty pay will be utilized and considered when making Transitional Duty assignments.

Forty (40)-hour shift differentials do not apply to Transitional Duty assignments.

Employees are not eligible to work overtime hours while working a Transitional Duty assignment except as approved by the Fire Chief or designee.

Injuries that are considered long-term (over 90 days) may result in the employee being transferred from a 56-hour workweek schedule to a 40-hour workweek schedule. Employees transferring from a 56-hour workweek to a 40-hour workweek will have accrued sick and vacation leave balances converted to and accrued at the 40-hour rate. Sick and vacation balances and accrual rates will be converted back to the 56-hour rate when the employee returns to that work schedule. In addition, employees transferred to a 40-hour workweek will not be eligible for or receive scheduled FLSA overtime pay during the time they are on the 40-hour schedule. FLSA eligibility will reinstate when the employee returns to a 56-hour workweek schedule.

4.3 MEDICAL EXAMINATIONS
Prior to returning to full-duty status, employees shall be required to provide certification from their treating medical professional(s) stating that they are medically cleared to perform the essential functions of their jobs without restrictions or limitations.

The District, on a case-by-case basis, may require a return to duty evaluation and/or reintegration process prior to returning an employee to full duty status.

### 4.4 PREGNANCY

If an employee is temporarily unable to perform regular duties due to a pregnancy, childbirth or a related medical condition, the employee will be treated the same as any other temporarily disabled employee (42 USC § 2000e(k)).

A pregnant employee shall not be involuntarily transferred to a temporary modified-duty assignment.

**Notification**

Pregnant employees should notify their immediate supervisors as soon as practicable and provide a statement from their medical providers identifying any pregnancy-related job restrictions or limitations.

If at any point during the pregnancy it becomes necessary for the employee to take a leave of absence, such leave shall be granted in accordance with the District's personnel rules and regulations regarding family and medical care leave.

### 4.5 PROBATIONARY EMPLOYEES

Probationary employees who are assigned to a transitional duty assignment shall have their probation extended by a period of time equal to their assignment to temporary modified duty.

### 4.6 MAINTENANCE OF CERTIFICATION AND TRAINING

Employees assigned to transitional duty shall maintain all certifications, training and qualifications appropriate to both their regular and temporary duties, provided that the certifications, training or qualifications are not in conflict with any medical limitations or restrictions. Employees who are assigned to transitional duty shall inform their supervisors of any inability to maintain any certification, training or qualifications.

### 5. ACCOUNTABILITY

#### 5.1 EMPLOYEE RESPONSIBILITIES

In accordance with District policy, every employee must immediately report every work-related injury, illness or disease, regardless of severity, to his/her supervisor.
Employees with an injury or illness on duty that requires medical intervention may not return to the workplace until a Medical Tracking/Work Status Report form completed by his/her attending physician has been provided and reviewed by the District’s Human Resources division.

The employee is required to report to the designated District Human Resources representative after each visit to the attending physician and provide a completed Medical Tracking/Work Status Report. Timely notification to Human Resources is required in order to make proper notification for staffing purposes, medical referrals, etc. This notification may be made by phone or email if circumstances dictate.

Upon release to transitional duty, the employee is required to report to Headquarters directly after the appointment the attending physician places them on Transitional Duty. If the employee cannot meet this expectation, a phone call to their Assistant Chief/Director or the authorized designee is required. Failing to report to, or refusal of, a reasonable Transitional Duty assignment may result in the loss of worker’s compensation pay and potential corrective action/discipline.

After receiving a physician’s conditional work release for a non-work-related injury, illness or disease, the employee may request a Transitional Duty assignment through his/her chain of command. Transitional Duty assignments are limited based on organizational needs and are at the discretion of the Fire Chief or designee and Human Resources.

Employees assigned to Transitional Duty must ensure that his/her work activities comply with the limitations set forth by the accepted physician’s work release. While the employee’s Assistant Chief/Director or the authorized designee is responsible for assigning duties based on the physician’s Medical Tracking/Work Status Report, the employee is ultimately responsible for his/her physical actions and is expected to communicate with his/her supervisor when duties appear to conflict with the physician’s medical release limitations.

5.2 EMPLOYEE’S IMMEDIATE SUPERVISOR

In accordance with District policy, all incidents involving a work-related injury, illness or disease must be reported to the employee’s immediate supervisor within twenty-four (24) hours, or sooner, if impacting daily staffing.

For 56-hour personnel, if off-duty, the employee must also notify the on-duty Battalion Chief within twenty-four (24) hours, or sooner, if impacting daily staffing.

5.3 BATTALION CHIEF

For 56-hour personnel, the employee’s Battalion Chief must ensure all vacancies are appropriately staffed for all on-duty and off-duty injuries. The Battalion Chief shall follow up on the completion of all required documentation for on-duty injuries and provide notification to Human Resources of any employee sustaining an off-duty injury that is reported through the chain of command.

5.4 ASSISTANT CHIEF/DIRECTOR
The Assistant Chief/Director or the authorized designee, of each division is responsible for the administration of the Transitional Duty Policy for his/her division and ensuring proper direction and supervision of Transitional Duty employees assigned to his/her cost center. Transitional Duty work assignments will be designated as necessary and according to the limitations set by the attending physician’s conditional work release.

5.5 HUMAN RESOURCES

Human Resources will act as case facilitator and the department liaison on all work-related injury, illness or disease cases. These responsibilities include:

1. Monitor all injury, illness or disease cases, regardless of whether they are work-related or non-work-related, and review all written reports for accuracy
2. Assist Assistant Chief/Director with the administration of the Transitional Duty Program
3. Supply all necessary paperwork to employees participating in Transitional Duty assignments
4. Make weekly and timely notifications and updates of all work-related injury, illness or disease cases to Assistant Chief/Director and Fire Chief
Agenda Item: #6

Agenda Item Title
Discussion regarding Fire Board Members riding in District apparatus during public events

Submitted By
Chairman Kathleen Chamberlain
John Whitney, Fire Chief

Background/Discussion
Discussion regarding Fire Board Members riding in District apparatus during public events, and any rules that may apply.

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

Enclosure(s)
N/A

Recommended Motion
“TBD”
Governing Board Meeting – April 20, 2022
Agenda Item: #7

**Agenda Item Title**
Discussion, presentation and possible approval of a commitment to purchase (through a capital lease) one 2023 Horton 623 Ambulance with power loader and cot.

**Submitted By**
John Whitney, Fire Chief
Billy Warren, Transportation Services Director

**Background/Discussion**
Our Transportation Services Division has been in operation for over 6 years now. It is now time to plan for the replacement of our front-line ambulances. Due to chassis shortages and build out, the lead time on the delivery of a new ambulance is 18+ months. Knowing this, we have created a five-year plan that allows for the replacement of our 5 front line ambulance while having the least impact on the budget.

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

There is no budgetary impact on this commitment until FY 27/28

**Enclosure(s)**
Proposal from Professional Sales and Service, L.C.
Lease Quote
Lease application

**Recommended Motion**
“Motion to approve and sign the proposal from Professional Sales and Service, L.C. for the purchase of one 2023 Horton 623 ambulance through a capital lease.”
April 13, 2022

Superstition Fire & Medical
565 North Idaho Road
Apache Junction, AZ 85119

To Whom It May Concern:

Professional Sales and Service, LC respectfully provides Superstition FD the following ambulance proposal. We look forward to helping you with your ambulance needs today – and in the future.

We hereby propose and agree to furnish a new Emergency Medical Vehicle upon your acceptance of this proposal.

**One (1) 2023 Horton 623 Type I Crawl-Through Custom Ambulances on 2023 Ford F-450 4x2 Diesel Chassis**

The custom module is 173” long, and has an **interior height of 74” inches**. The module features weight-saving all-aluminum construction (including cabinets). This proposal includes Horton’s Occupant Protection System (HOPS), custom cabinet & compartment design, Liquid Spring suspension, Exclusive Horton Cooltech II 100kBTU Condenser, 110v A/C, Kussmaul Auto eject Shoreline LED box light warning package, electric compartment and entry door locks, headlight flasher, scene lights, loading lights, momentary patient compartment light timer, stainless steel counter tops, high back captain’s chair with 3 point seat belt, Stryker cot mount, SSCOR suction, (2) O2 outlets, custom street side CPR seat cabinet wall, sharps/waste disposal area, and much more.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulance Price*</td>
<td>$289,750.00</td>
</tr>
<tr>
<td>Ford Extra Care Extended Warranty**</td>
<td>$7,850.00</td>
</tr>
<tr>
<td>Stryker Power Load</td>
<td>$25,500.00</td>
</tr>
<tr>
<td>Stryker Power Pro 2</td>
<td>$26,500.00</td>
</tr>
<tr>
<td>Shipping</td>
<td>$4,450.00</td>
</tr>
<tr>
<td>Delivered Ambulance Price</td>
<td>$354,050.00</td>
</tr>
</tbody>
</table>

**Extended Warranty covers 113 items until 8 year, 200k miles, 8k Engine Hours, $100 Deductible**

*Price does not include any applicable state & local taxes.
IMPORTANT INFORMATION TO CONSIDER WHEN EVALUATING PROPOSALS!! Take a look at Horton Emergency Vehicles (HEV) and you will see why they are so well regarded in the ambulance industry and among the finest available anywhere. A Horton emergency vehicle is BUILT TO WITHSTAND the rigors of ambulance service. Horton ambulances are tested and engineered to be incredibly structurally sound which provides the EMS crew and patient with a SAFER WORKING ENVIRONMENT. They are currently the only manufacturer with an ongoing crash simulation testing program to test things like cabinet mounting stability, door structure & latching strength, and body mounting solidity. ALUMINUM CABINETS SAVE PAYLOAD and are much more DURABLE than wood. An Ambulance built to a higher quality standard will provide REDUCED OPERATING COSTS as the many years the vehicle is in service!! When it comes to quality, durability, customization, and safety, Horton continues to be a leader in the ambulance manufacturing industry.

PROPOSAL CONDITIONS

F.O.B. POINT: Apache Junction, AZ

DELIVERY: Vehicle will be delivered 240 days after receipt of chassis. Current estimate is 12-14 months due to current market conditions with MY2023. This is barring any delays due to strikes, availability of component parts (including chassis), or Acts of God.

SERVICE: Professional Sales & Service has been selling and servicing ambulances since 1975. We have factory trained technicians and a large inventory of parts so you know that in the unlikely event of a problem we are only a phone call away. Please see the included service information for details. Professional Sales & Service understand that local service and repair availability is of the utmost importance to Superstition FD. Please be reassured that nearly every possible repair can be accomplished locally. Which allows PSS to get your ambulances in back in to service as quickly as possible. Professional Sales & Service has a close working relationship with one of the largest dealerships and some of the most experienced paint and body shops in town.

WARRANTY: Horton Emergency Vehicles feature one of the most progressive, no-nonsense warranties around. Horton does not pro rate their warranties so there are no surprises should ever need it. Please see the included warranty information for details.

PAYMENT TERMS: Payment due upon delivery and acceptance of vehicle by Superstition FD.

The price is accurate within sixty (60) days from the above date, after 60 days a new estimate will be provided with updated pricing. Please contact us for a detailed quote.
We are confident you will be completely satisfied with a quality Horton ambulance and the service which PSS provides. Let us know what we can do to help you with your evaluation process.

Respectfully Submitted,

Professional Sales & Service, LC

Chad Barrett

Superstition Fire and Medical Department agrees to purchase the vehicle detailed in this proposal, from Professional Sales and Service, L.C. and understands and agrees with the terms specified within these documents.

Authorized by (Print name)               Signed                      Date

Please let us know if you have any questions regarding this proposal. We are happy to assist you in any way that we can.
April 7, 2022

RE – SUPERSTITION FIRE & MEDICAL DISTRICT, AZ - Municipal Finance Quote

REV Financial Services is pleased to present the following Municipal Finance Proposal described below:

PROPOSAL:

<table>
<thead>
<tr>
<th>LESSEE:</th>
<th>SUPERSTITION FIRE &amp; MEDICAL DISTRICT</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPERTY:</td>
<td>2023 Horton 623 Ambulance</td>
</tr>
<tr>
<td>EXPIRATION:</td>
<td>Financing to Close by May 6, 2022</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FINANCE QUOTE:</th>
<th>Finance Amount</th>
<th>Rate</th>
<th>Payments</th>
<th>Factor</th>
<th>Pmts / Year</th>
<th>Term</th>
<th>Adv. / Arr.</th>
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<tr>
<td>$0 Down</td>
<td>$360,000.00</td>
<td>3.970%</td>
<td>$59,912.98</td>
<td>0.166424949</td>
<td>1</td>
<td>7 years</td>
<td>Arrears</td>
</tr>
<tr>
<td>$0 Down</td>
<td>$360,000.00</td>
<td>4.050%</td>
<td>$53,580.47</td>
<td>0.148834640</td>
<td>1</td>
<td>8 years</td>
<td>Arrears</td>
</tr>
</tbody>
</table>

FINANCING: This is a tax-exempt, municipal government lease purchase with the title to the property passing to Lessee. This is a net lease under which, all costs, including insurance, maintenance, and taxes, are paid by Lessee for the term of the lease. Rates assume municipal/bank qualified.

NOTES: Please see page 2 for sample payment tables. Application and 3 years Audited Financial Statement are required with Signed Proposal for Credit Review. Rate subject to change due to market fluctuation.

APPROVAL: This proposal, until credit approved, serves as a quotation, not a commitment by Lessor to provide credit or property. Lessor acceptance of this Proposal is subject to credit; collateral and essential use review and approval by Lessor. The interest rate quoted herein assumes that the interest component of the Payments is exempt from federal income tax. Lessor will provide a taxable financing proposal if it is determined that the financing will not qualify for tax-exempt interest rates. The financing contemplated by this proposal is subject to the execution and delivery of all appropriate documents (in form and substance satisfactory to Lessor), including without limitation, to the extent applicable, the Master Lease Agreement, any Schedule, financing statements, legal opinion or other documents or agreements reasonably required by Lessor. The quoted interest rate assumes the Lessee designates the Lease as “bank-qualified” pursuant to Section 265(b) of the Code.

Thank you for the opportunity to present this proposal. If you have any questions, please contact me at my number or e-mail address below.

Sincerely,

Todd Stevenson  
National Sales Manager  
(303) 254-6350  
todd.stevenson@revgroup.com  
www.REVgroup.com

Proposal Acceptance:

Options: 7 / 8 years (please circle)

Signed: __________________________

Name: __________________________

Title: __________________________

Date: __________________________
### 7 year Sample Payment Table
Assumes Contract Acceptance & Funding on 05/1/2022
Please note the dates on the table

<table>
<thead>
<tr>
<th>Year</th>
<th>Date</th>
<th>Payment</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>5/1/2023</td>
<td>$59,912.98</td>
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<tr>
<td>2</td>
<td>5/1/2024</td>
<td>$59,912.98</td>
</tr>
<tr>
<td>3</td>
<td>5/1/2025</td>
<td>$59,912.98</td>
</tr>
<tr>
<td>4</td>
<td>5/1/2026</td>
<td>$59,912.98</td>
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<td>5</td>
<td>5/1/2027</td>
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<td>6</td>
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<td>7</td>
<td>5/1/2029</td>
<td>$59,912.98</td>
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### 8 year Sample Payment Table
Assumes Contract Acceptance & Funding on 05/1/2022
Please note the dates on the table

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<tr>
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</thead>
<tbody>
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<tr>
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<td>$53,580.47</td>
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<tr>
<td>6</td>
<td>5/1/2028</td>
<td>$53,580.47</td>
</tr>
<tr>
<td>7</td>
<td>5/1/2029</td>
<td>$53,580.47</td>
</tr>
<tr>
<td>8</td>
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<td>$53,580.47</td>
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Please email application to: Todd Stevenson
todd.stevenson@revgroup.com
Fax: 855-202-8021
Phone: 303-254-6350

REV Financial Services

MUNICIPAL CREDIT APPLICATION

COMPLETION OF THIS APPLICATION IS NOT A BINDING COMMITMENT

APPLICANT DATA

<table>
<thead>
<tr>
<th>Applicant Legal Name</th>
<th>Applicant Federal Tax ID # (FEIN)</th>
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<tbody>
<tr>
<td>Address</td>
<td>City</td>
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</table>

<table>
<thead>
<tr>
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<th>Phone #</th>
<th>Fax #</th>
<th>E-Mail Address</th>
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<tbody>
<tr>
<td>Person to Contact</td>
<td>Phone #</td>
<td>Fax #</td>
<td>E-Mail Address</td>
</tr>
</tbody>
</table>

Current Fleet Size:

Has the Municipality ever defaulted or non-appropriated on an obligation?  Yes  No

If Yes, please explain:

Will the Municipality issue in excess of $10 million in tax-exempt obligations during the current fiscal year?

NEW EQUIPMENT INFORMATION

<table>
<thead>
<tr>
<th>Year, Mfg, Model, Body Type</th>
<th>$ Requested</th>
<th>Replacement</th>
<th>Expansion</th>
</tr>
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<tbody>
<tr>
<td>Replacement</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Expansion</td>
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</table>

<table>
<thead>
<tr>
<th>Year, Mfg, Model, Body Type</th>
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<th>Expansion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replacement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expansion</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Term of Financing (in Years)  Estimated Closing Date

Payment Frequency Required (All Payments are In Advance)  Annual  Semi-Annual  Quarterly  Monthly

How long has your Municipality been providing the current service?

What Department will be utilizing the equipment?

Is this equipment lease payment included in the current Municipal Budget?

Will this lease payment be made from the Municipal general fund?  If not, please explain the source of the payments.

RATING AGENCY UNDERLYING BOND RATINGS

<table>
<thead>
<tr>
<th>Moody's Investors Service</th>
<th>Bond Obligation Type</th>
<th>Contact</th>
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<tbody>
<tr>
<td>Standard &amp; Poor's</td>
<td>Bond Obligation Type</td>
<td>Contact</td>
<td>Telephone #</td>
</tr>
<tr>
<td>Fitch</td>
<td>Bond Obligation Type</td>
<td>Contact</td>
<td>Telephone #</td>
</tr>
</tbody>
</table>

CERTIFICATION

The undersigned certifies that the above information given for credit purposes is true and correct and authorizes REV Financial by credit bureau or investigation agency to investigate the references, statements or other data listed or accompanying the application. The undersigned authorizes all parties contacted to release credit and financial information as a part of said investigation. The undersigned also confirms that the equipment described above is essential to the functions of the municipality or to the services the municipality provides its citizens. Further, the municipality has an immediate need for, and expects to make immediated use of, substantially all such equipment, which need is not temporary or expected to diminish in the foreseeable future. Such equipment will be used by the municipality only for the purpose of performing one or more of the municipality’s governmental or proprietary functions consistent with the permissable scope of its authority.

Signature  Title  Date
Governing Board Meeting – April 20, 2022
Agenda Item: #8

**Agenda Item Title**
Discussion, presentation and possible approval of a commitment to purchase (through a capital lease) one 2023 Pierce Velocity Pumper.

**Submitted By**
John Whitney, Fire Chief  
Rich Mooney, Assistant Chief  
Vaughn Croshaw, Fleet Manager

**Background/Discussion**
Due to the current 2-year + commitment lead time on the purchase and build-out of new fire apparatus, Staff is recommending the Board approval the purchase of a new 2023 Pierce Velocity Pumper. The commitment to purchase prior to May 1 will save the District 7% (approximately $63,700) on the cost of the new pumper, and put the District’s order in queue for delivery in late FY2023 / 2024.

The new pumper will be purchased through a 7-year capital lease that will require approximate annual payments of $142,500, with the first payment due one year from signing of the contract to purchase the new pumper.

**Financial Impact(s)/Budget Line Item**
FY2022 / 2023: 200-70-72080-20 – Apparatus $142,500

**Enclosure(s)**
PNC Equipment Finance Tax Exempt Lease Purchase Agreement (to be provided at Board meeting)

**Recommended Motion**
“Motion to approve and sign the proposal from PNC Equipment Finance for the purchase of one 2023 Pierce Velocity Pumper through a capital lease.”
Governing Board Meeting – April 20, 2022
Agenda Item: 9

**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
Governing Board Meeting – April 20, 2022
Agenda Item: 10

**Agenda Item Title**
New Business / Future Agenda Items

**Financial Impact**
N/A

**Enclosure(s)**
N/A

**Recommended Motion:**
“TBD”
Announcements and Document Signing

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

Recommended Motion:
N/A
Governing Board Meeting – April 20, 2022
Agenda Item: 12

Agenda Item Title
Adjournment

Recommended Motion:
“Motion to adjourn the Board meeting.”
Appendix A

A. Board Meeting Minutes from March 16, 2022

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)
March 16, 2022 Board Meeting Minutes
Governing Board Meeting Minutes
March 16, 2022

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, MARCH 16, 2022. 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 Assistant Chief Mooney

C. Roll Call
   Board Members in attendance were Chairman Kathleen Chamberlain, Clerk Jeff Cross, Director Todd House and Director Jason Moeller. Director Shawn Kurian was not present.

   Senior Leadership Team in attendance were Fire Chief John Whitney, Assistant Chief Brian Read, Assistant Chief Richard Mooney, Deputy Chief Jeff Cranmer, Administrative Services Director Anna Butel, Finance Director Roger Wood, Transportation Services Director Billy Warren and Chief Dave Pohlmann. Also in attendance was Sherry Mueller, Human Resources Generalist / Board Secretary.

1. Review and approval of the February 2022 financial reports and bank reconciliations.

   Motion by Director House to approve the February 2022 financial reports and bank reconciliations.

   Seconded by Director Moeller
   Vote 4 ayes, 0 nays, MOTION PASSED.
2. Recognition of employee performance, achievements, and special recognition for community members.

**February Anniversaries**

**16 Years of Service:**
Barb Duffel, Fleet & Facilities Support Specialist

**10 Years of Service:**
Ryan Ledbetter, Captain / Paramedic  
Dan Elliott, Captain / Paramedic  
Bryan Heun, Captain  
Lance Frawley, Captain / Paramedic  
Matt Perez, Engineer / Paramedic  
Adam Rodriguez, Engineer / Paramedic  
Wayne Emerson, Firefighter  
Ryan Philips, Firefighter / Paramedic  
Brian Garten, Firefighter / Paramedic

**2 Years of Service:**
Justin, Elliott, Paramedic

3. Call to the Public.
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 were two people from the public on the conference phone.

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

A. Board Meeting Minutes from February 16, 2022  
B. Intergovernmental Agreement for provisions of Services by Pinal County Recorder and Elections Department  
C. Banner Occupational Health Clinic Annual Renewal Agreement for March 1, 2022 to March 1, 2023  
D. Pitney Bowes Postage Machine Lease Agreement  
E. Ratification of the approval of the land donation agreement between SFMD and D.R. Horton, Inc. a Delaware corporation, for the newly annexed area of Superstition Vistas  
F. IGA with MFMD Firefighter Paramedic School Agreement
G. Purchase of one (1) Stryker LP15 Heart Monitor Purchase
H. Fleet Services Copier – Addendums for Lease Agreement

Motion by Director Moeller to approve all consent agenda items March 16, 2022.

Seconded by Director House
Vote 4 ayes, 0 nays, MOTION PASSED

5. Discussion, Presentation and possible approval of the UKG Software Agreement.

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

In December of 2020, the board approved the purchase of UKG Ready HR, UKG Talent Acquisition, and the UKG Integration Hub.

Since then, based on the need for enhanced efficiency and accuracy, we have decided to add the UKG Ready Payroll and UKG Ready Performance and Compensation modules for a complete Human Resources and payroll Solution.

Administrative Services Director Anna Butel provided a high-level overview of all components of the UKG Ready modules to the Board of Directors. The Board Members asked questions and voted in favor of approving the purchase of the additional modules.

Motion by Director Cross to approve the purchase of all remaining modules of the UKG Ready solution.

Seconded by Director Moeller
Vote 4 ayes, 0 nays, MOTION PASSED

6. Discussion and possible approval regarding the reopening of all District facilities.

Currently, SFMD has closed board meetings, stations visits, and ride along’s to the public. These closures were made back in 2020 and have remained in place since. The stations are open to family members of the firefighters/transport personnel and students participating in a vehicular rotation as part of an EMT or paramedic course.

Effective Monday, April 4, 2022, SFMD will re-open all District facilities. This includes the Administration Office, Fleet Services, the Regional Training Center, and all stations. SFMD no longer requires any COVID restrictions, such as wearing a mask or social distancing. Furthermore,
employees with COVID illness may return to work after being fever free for 24-hours without medication.

SFMD has closely monitored the COVID situation from the beginning and is confident that re-opening will be permanent. Most of our personnel have natural immunity or have been immunized.

**Motion** by Director Moeller to re-open all District facilities to the public on April 4, 2022.

**Seconded** by Director House

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

7. **Discussion of the Comprehensive Annual Financial Report (CAFR) that documents the consolidated actuarial valuation results for the Arizona Public Safety Personnel Retirement System as of June 30, 2021.**

Finance Director Roger Wood provided an overview of the Comprehensive Annual Financial Report (CAFR) results for the Arizona PSPRS system.

Per A.R.S. §38-847(D)(7), the Local Pension Board is “To receive and review the actuarial valuation of the system for its group of members.” This report is the consolidated result of the total fund for all of the Arizona PSPRS as of June 30, 2021.

The entire Comprehensive Annual Financial Report (CAFR) for the period ending June 30, 2020, can be accessed via the following link:

http://www.psprs.com/investments--financials/annual-reports

At the highest summary level, the report indicates the following key metrics for the consolidated PSPRS pension system:

Funded percentage as of June 30, 2021: 54.2%, up from 46.9% (see page 11 of 150)

PSPRS received a clean audit opinion from Clifton Larson Allen LLP, their external audit firm.

The CAFR report for the entire State of Arizona was presented to and approved by the SFMD Pension Board at their March 1, 2022 Board meeting.

**No Motion**

Finance Director Roger Wood provided an overview of the annual actuarial valuation report as of June 30, 2021 for SFMD’s participation in the Arizona PSPRS.

This report is also to be received and reviewed per A.R.S. This report provides the annual actuarial valuation of the Superstition Fire & Medical District’s participation in the Arizona Public Safety Personnel Retirement System as of June 30, 2021, and applies directly to SFMD, with our current benefits and liabilities.

<table>
<thead>
<tr>
<th></th>
<th>July 1, 2020</th>
<th>July 1, 2021</th>
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<tbody>
<tr>
<td>SFMD Tier 1 &amp; Tier 2 Contribution Rate</td>
<td>32.54%</td>
<td>35.56%</td>
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<td>SFMD Tier 2 Defined Contribution Rate</td>
<td>4.00%</td>
<td>3.00% - 4.00%</td>
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<td>SFMD Tier 3</td>
<td>27.50%</td>
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<tr>
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<tr>
<td>Employee Contribution Rate</td>
<td>7.65% / 11.65%</td>
<td>7.65% / 11.65%</td>
</tr>
</tbody>
</table>

SFMD’s Funded Status (including pension and health insurance subsidy) – see page 5 of 44 in the report

Tier 1 & 2 66.7% -1.00%
Tier 3 108.9% +5.90%

NOTE: The contribution factors above are as of June 30, 2021 which is prior to the District’s refinancing of its unfunded PSPRS liability. SFMD’s actual Contribution rate for Tier 1 & 2 is 14.50%, and for Tier 3 the rate is 9.94%.

No Motion
8. Discussion and review of Budget planning, and approval of the Tax Rates to be used in preparing the Preliminary Budget for Fiscal Year 2022/2023.

Finance Director Roger Wood provided a high-level overview of the current plans for Fiscal Year 2022 / 2023 budget that includes options for accomplishing a range of strategic compensation & benefits and operational initiatives by fund will be provided for Board discussion and potential direction.

The Board was asked to set the Tax Rates for Fiscal Year 2022/2023 for planning purposes.

Motion by Director House to approve the tax rate of $3.36 per hundred dollars of secondary valuation for District operations, and $0.125 special assessment related to the 2018 Refinancing Bond for development of the Tentative Budget for Fiscal Year 2022/2023.

Seconded by Director Cross

Vote 4 ayes, 0 nays, MOTION PASSED

9. Senior Leadership Team Reports

Fire Chief Report
• Strategic Planning
• Out of district response
• ADOBE, Gold Canyon Lions, Dolce Vita, Meridian Park
• Wildland Cooperators meeting
• Public Land Managers meeting
• Awards
• RTC
• Anti-Discrimination Training
• International Women’s Day Appreciation

Emergency Services
  Special Events
• Renaissance Festival
• Refresh Bid Effective 2/28/2022

Operations
• Monthly Incident Call Volume
Training
• Captain Candidates Sets and Reps at the VICC
  o Preparation for practical portion of upcoming promotional process
• East Valley Regional Academy – 6 Recruits
  o All performing near or at the top
  o Ancillary support – PT instructors, Engine Co.
• Two personnel attending Regional Technical Rescue Training – 200-hour course
• Monthly and YTD Training Hours

EMS
• Started Dr. Casey Solem as SFMD Medical Director
• Conducted the Paramedic entrance exam with four successful candidates
• Assisting the Medic Students getting ready for school
• Started two video laryngoscope trials to compare with our current product
• Assisted 31 employees in the recertification process for the National Registry of Emergency Medical Technicians. A Special Thank You to Justin Elliot for assisting in that project
• Ongoing support of the Renaissance Festival Medical Teams

Transportation Services
• Hospital bed delays update
  o ROCC Offload Plan
• Gila River Grant application
• DHS Ambulance Inspection
• Monthly Transportation Volume
• CON Compliance through February 2022

Support Services
• March 12th - Superstition Blues, Brews & Arts Festival
• Golden Vista RV Resort St. Patrick's Day Parade
• March 24th - Mountain Brook Village Fashion Show
• Tina Gerola completing business company inspection training for all shifts
• Tina Gerola has distributed the last of the safety Grab-Bars for showers & tubs. SFMD has distributed 1000 grab bars in the community over a three-year period.
• District 5 State of the County hosted by Supervisor Jeff Serdy
Administrative Services

- Captains Testing 8 candidates are scheduled for the Tactical Exercise and Critical Thinking Panel Interview on April 4th or 5th with a Chief interview on April 6th or 7th
- Recruit Firefighter – Accepting applications for list establishment (March 28 through May 1)

Financial Services

- Attend Zoom meeting focused on data collection for the Medicare / Medicaid ARCR report due November 30, 2023
- Attend Zoom based training in new Wildland Billing system
- SAFER grant performance period ended 2/27/2022, final reimbursement request has been submitted

10. New Business / Future Agenda Items

Board Chairman Chamberlain asked for an agenda item to be added to the April 20, 2022 Board Meeting to review the Fireboard Bylaws, polices and AZ Statutes as they relate to Board Members in public appearances, as political candidates and riding in District apparatus.

11. Announcements / Document Signing

Chief Whitney announced there will be a charity softball game “Stand Up A.J. Coalition” scheduled for Saturday, April 2nd, 2022 at A.J.’s Flat Iron Park from 10:00 a.m. – 3:00 p.m.

Chairman Chamberlain stated that she appreciates Chief Whitney for the mentoring classes he has been providing to the Captain’s Candidates.

Chairman Chamberlain stated the in the future, if someone wants something removed from the Board Agenda, please bring it to Chief Whitney’s attention ahead of time if possible.

Chairman Chamberlain stated the A.J. Mounted Rangers thank SFMD for the First Aid Kit we gave them.

12. Adjourn

Motion by Director Moeller to adjourn the board meeting at 7:08 p.m.

Seconded by Director House

Vote 4 ayes, 0 nays, MOTION PASSED
Governing Board Approval:

___________________________
Board Clerk Jeff Cross

Sherry Mueller
Appendix B

B. Arizona Department of Forestry and Fire Management Cooperative Fire Rate Agreement

Submitted By
Fire Chief John Whitney
Finance Director Roger Wood

Background/Discussion
Every two years, the District and the Arizona Department of Forestry & Fire Management enter into a Cooperative Fire Rate Agreement (CFRA) to establish the rates that the District will rent out its equipment while on Wildland fires. The “normal” renewal of the rate schedule was due April 1, 2022, however the District has received an 30-day extension to May 1. The new Fire Billing System has caused a delay in finalizing the CFRA.

The fully loaded labor rate schedule for firefighters and transport employees who respond on Wildland fires supplements the rental rates in the attached equipment rate schedule.

Financial Impact(s)/Budget Line Item
N/A – depends on level of requested and accepted responses to wildland fires.

Enclosure(s)
Arizona Department of Forestry Cooperative Fire Rate Agreement AZ-APJ-2022
# AZ FORESTRY AND FIRE MANAGEMENT
## FIRE RATE AGREEMENT

**Agreement # AZ-APJ-2022**

Not Approved

### Contact
- **Superstition Fire & Medical District**
  - 565 N. Idaho Road
  - Apache Junction, AZ 85119
- **Business Phone:** 480-982-4440  **FAX #:** 480-982-0183
- **After Hours Phone:** 480-694-8228

### Workers Compensation
- **7710 Insurance Company**
  - Waiit Wong 623-551-6777

### Representative
- **Battalion Chief Amy Brooks** 480-694-8228

### District Fire Warden
- **Fire Chief John Whitney** 480-766-9950

### Arizona Department of Forestry and Fire Management
- **1110 W. Washington St.**
  - Suite 100
  - Phoenix, AZ 85007

### Home Unit Office (Owner)
- **A4S - Central District Office**
  - 3700 E. 16th Avenue
  - Apache Junction, Arizona 85119
- **Business Phone:** 602-619-4296

### Local Dispatch (Provider)
- **Arizona Interagency Dispatch Center**

---

**Equipment work rates listed below are based on all operating supplies being furnished by Cooperator (WET).**

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<tr>
<th>Type</th>
<th>Description</th>
<th>Rate</th>
<th>Day Rate</th>
<th>Rate per Staff</th>
<th>Rate per Mile</th>
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<td>-</td>
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<td>-</td>
<td>$0.00</td>
<td>1/0</td>
</tr>
<tr>
<td>Kind</td>
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<td>TYPE 2 SUPPORT</td>
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Cooperator will adhere to terms set forth on the General Provisions and Instructions form.

No special provisions

Cooperators create a user account, agreeing to program terms and conditions. Cooperators select equipment and positions to complete the form. Review and approval by the State is indicated by the signature.
Appendix C

C. Lightweight Traditional Fire Helmet with Mesh Bag Replacement Kit Order

Submitted By
Assistant Chief Richard Mooney

Background/Discussion
SFMD has been testing new fire helmets over the last year. The safety committee and Labor Management have agreed on replacing our current helmets with a lightweight traditional helmet that has the ability to remove the inside liner after each fire. Our current fire helmets do not have the ability to clean and replace the inside liner. The order will allow all members to be transitioned to the new lightweight traditional helmet at one time. All field suppression personnel will be given an extra inside liner.

Financial Impact(s)/Budget Line Item

The cost of the helmets will be taken from two separate accounts.

- Uniforms/Class A/New Hire 100-10-58020-12
- Personal Protective Equipment (PPE) 100-40-57245-42

Enclosure(s)
Quote #QT1532538 by MES (Municipal Emergency Services)
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<td>Lightweight UST-LW traditional styled fiberglass structural fire helmet with ReTrak integrated visor &amp; 6&quot; brass eagle</td>
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<td>CARESKIT5-21</td>
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<td>Washable mesh bag with two replacement cotton R1022 Ratchet Covers, R721 Nomex Ear/Neck Protector, and R635 cotton Brawpad for UST/FX/PX helmets</td>
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<td>USTM6R350-Lime Green</td>
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<td>ReTrak Series traditional, matte finish, styled fiberglass structural fire helmet with integrated visor &amp; 6&quot; brass eagle - Lime Green</td>
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<td>Leather Front Part Number BK60PLBLKBLKL</td>
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**Date**: 12/07/2021  
**Quote #**: QT1532538  
**Expires**: 03/18/2022  
**Sales Rep**: Simmons, Mark V  
**PO #**: Chief Mooney / Bullard LW Tr...  
**Shipping Method**: FedEx Ground
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<td>BK60PLBKLBKL</td>
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<td>37</td>
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<td>2,220.00</td>
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**Shipping Included**

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.
Appendix D

D. Dynamic Duo Janitorial LLC Contract

Submitted By
Assistant Chief Richard Mooney

Background/Discussion
Support Services requested bids for cleaning the Administrative Office once a week for fiscal year 22/23. Dynamic Duo Janitorial LLC was the lowest bid and provided the best value for service.

Financial Impact(s)/Budget Line Item
The cost to SFMD is $280 per month to clean the Administrative Office once a week. The contract will not start until July 5, 2022. Support Services will be adding the cost of the contract into its budget for fiscal year 22/23. The overall cost of the contract for fiscal year 22/23 is $3360.

Enclosure(s)
Service Proposal from Dynamic Duo Janitorial LLC
Professional Janitorial Service Proposal

Prepared for:

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

Submitted By:
Dynamic Duo Janitorial LLC
9849 E Birchwood Ave
Mesa, AZ 85208
Jeff Davis
4802450884
jdavis.dynamicduojanitorial@gmail.com

March 29, 2022
Superstition Fire & Medical District

Professional Janitorial Service Proposal

General

Dynamic Duo Janitorial LLC agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. Dynamic Duo Janitorial LLC agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon.

Compensation

1 day per week Professional Cleaning Service Program: $280/mo.

Special Services

Carpet cleaning is available - Price quoted upon request.

Waxable hard surface floors can be stripped and refinished or scrubbed and re-waxed - Price quoted upon request.

Exterior windows can be cleaned - Price quoted upon request.
Service Schedule

Cleaning service operations described in this comprehensive program will be performed 1 day per week.

The cleaning crew will observe holidays observed by the customer. Dynamic Duo Janitorial LLC is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is net 30 days.

Supervision

Adequate personnel and supervision will be furnished to ensure quality service.

Supplies

The customer will furnish all consumable products inclusive of but not limited to: toilet tissue, towels, trash liners and hand soap. If desired, Dynamic Duo Janitorial LLC can provide these products and invoice them separately.

Dynamic Duo Janitorial LLC will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

Equipment

Dynamic Duo Janitorial LLC will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

Dynamic Duo Janitorial LLC will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer’s location.

Insurance

Dynamic Duo Janitorial LLC will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers’ Compensation

Employee Status

Personnel supplied by Dynamic Duo Janitorial LLC are deemed employees of Dynamic Duo Janitorial
LLC and will not for any purpose be considered employees or agents of the customer.

---

**Equal Opportunity Employer**

Dynamic Duo Janitorial LLC is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

---

**Our Philosophy**

Dynamic Duo Janitorial LLC is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

---

**Term**

The terms of this agreement shall be for a period of two years and shall renew automatically renew for additional 2 years on the anniversary date of this agreement.

---

**Cancellation**

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

---

**Agreement**

This Agreement ("this Agreement") is made and entered into as of ____________, 20__, by and between Dynamic Duo Janitorial LLC, with its principal place of business located at 9849 E Birchwood Ave, Mesa, AZ 85208 and Superstition fire & medical District with its principal place of business located at 565 N. Idaho, Apache Junction, AZ 85119.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

<table>
<thead>
<tr>
<th>Dynamic Duo Janitorial LLC</th>
<th>Superstition Fire &amp; Medical District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature: ________________________________</td>
<td>Signature: ________________________</td>
</tr>
<tr>
<td>Name: ________________________________</td>
<td>Name: ______________________________</td>
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<tr>
<td>Date: ________________________________</td>
<td>Date: ______________________________</td>
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<tr>
<td>Title: ________________________________</td>
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# Superstition fire & medical District

## Job Specifications

### Entrances

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<tr>
<th>Task Description</th>
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<tbody>
<tr>
<td>Detail Dust - High And Low Areas</td>
<td>Monthly</td>
</tr>
<tr>
<td>Spot Clean All Walls, Light Switches And Doors</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Dust Mop Hard Surface Floors</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Damp Mop Hard Surface Floors- Use Appropriate Cleaner</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Clean Both Sides Of Door Glass And Wipe Frames</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Vacuum Walk-Off Mats</td>
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### Lobbies

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<tr>
<td>Spot Clean All Walls, Light Switches And Doors</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Vacuum Or Brush Upholstered Furniture</td>
<td>Monthly</td>
</tr>
<tr>
<td>Clean And Sanitize Telephones</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Arrange Furniture</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Empty And Remove Trash, Replace Liner If Needed</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Spot Clean Carpet, i.e. Spills</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Detail Vacuum All Carpet</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Detail Vacuum - Corners and Edges</td>
<td>Monthly</td>
</tr>
<tr>
<td>Dust Mop Hard Surface Floors</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Damp Mop Hard Surface Floors- Use Appropriate Cleaner</td>
<td>1 day/wk.</td>
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<tr>
<td>Vacuum Walk-Off Mats</td>
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### Conference Rooms

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</tr>
<tr>
<td>Spot Clean All Walls, Light Switches and Doors</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Vacuum Or Brush Upholstered Furniture</td>
<td>Monthly</td>
</tr>
<tr>
<td>Clean And Sanitize Telephones</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Arrange Furniture</td>
<td>1 day/wk.</td>
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<tr>
<td>Empty And Remove Trash, Replace Liner If Needed</td>
<td>1 day/wk.</td>
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### Offices

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<tr>
<td>Spot Clean All Walls, Light Switches and Doors</td>
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</tr>
<tr>
<td>Damp Wipe Horizontal Surfaces - Use Appropriate Cleaner</td>
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<tr>
<td>Vacuum Or Brush Upholstered Furniture</td>
<td>Monthly</td>
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<tr>
<td>Clean And Sanitize Telephones</td>
<td>1 day/wk.</td>
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<tr>
<td>Empty And Remove Trash, Replace Liner If Needed</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Spot Clean Carpet, i.e. Spills</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Detail Vacuum All Carpet</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Detail Vacuum - Corners and Edges</td>
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### Hallways

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<tr>
<td>Spot Clean All Walls, Light Switches and Doors</td>
<td>1 day/wk.</td>
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<tr>
<td>Spot Clean Carpet, i.e. Spills</td>
<td>1 day/wk.</td>
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<tr>
<td>Detail Vacuum All Carpet</td>
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<tr>
<td>Detail Vacuum - Corners and Edges</td>
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<tr>
<td>Clean And Polish Drinking Fountains</td>
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### Restrooms

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<td>Clean Mirrors, Counters, Partitions and Chrome, Sweep and Mop Floor Using</td>
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<tr>
<td>Appropriate Cleaner</td>
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### Lunchrooms

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<td>Spot Clean Vending Machines, Walls and Light Switches</td>
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<td>Arrange Furniture</td>
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<tr>
<td>Spot Clean Carpet, i.e. Spills</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Detail Vacuum All Carpet</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Detail Vacuum - Corners and Edges</td>
<td>Monthly</td>
</tr>
<tr>
<td>Dust Mop Hard Surface Floors</td>
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<tr>
<td>Damp Mop Hard Surface Floors - Use Appropriate Cleaner</td>
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<td>Damp Wipe All Lunchroom Tables</td>
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</table>
Damp Wipe Eating Area Chairs 1 day/wk.
Damp Wipe Countertops Using Appropriate Cleaner 1 day/wk.
Clean Sinks Using Appropriate Cleaner 1 day/wk.
Clean Coffee Machine/Station 1 day/wk.
Vacuum Walk-Off Mats 1 day/wk.
Damp Clean Interior and Exterior of Microwave 1 day/wk.
Empty And Remove Trash 1 day/wk.
Clean Refrigerator, Empty Contents If Requested Monthly

Utility Rooms

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<tr>
<td>Spot Clean All Walls, Light Switches and Doors</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Spot Vacuum All Carpet</td>
<td>1 day/wk.</td>
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Other Requirements

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<thead>
<tr>
<th>Task Description</th>
<th>Service Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Supervision</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Gather Supplies and Equipment for Shift</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Clean And Arrange Janitor Closet</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Prepare for the Next Day</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Turn Off Lights - Per Instructions</td>
<td>1 day/wk.</td>
</tr>
<tr>
<td>Shut And Lock Doors, Set Alarm - Per Instructions</td>
<td>1 day/wk.</td>
</tr>
</tbody>
</table>
### Measurement Summary

<table>
<thead>
<tr>
<th>Area</th>
<th>Carpet</th>
<th>Waxable</th>
<th>Non-wax</th>
<th>Wood</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entrances</td>
<td></td>
<td>---</td>
<td>60.0</td>
<td></td>
<td>60.0</td>
</tr>
<tr>
<td>Lobbies</td>
<td>30.0</td>
<td>---</td>
<td>30.0</td>
<td></td>
<td>60.0</td>
</tr>
<tr>
<td>Conference Rooms</td>
<td>270.0</td>
<td>---</td>
<td>---</td>
<td></td>
<td>270.0</td>
</tr>
<tr>
<td>Offices</td>
<td>1,830.0</td>
<td>---</td>
<td>---</td>
<td></td>
<td>1,830.0</td>
</tr>
<tr>
<td>Hallways</td>
<td>480.0</td>
<td>---</td>
<td>---</td>
<td></td>
<td>480.0</td>
</tr>
<tr>
<td>Restrooms</td>
<td></td>
<td>---</td>
<td>90.0</td>
<td></td>
<td>90.0</td>
</tr>
<tr>
<td>Lunchrooms</td>
<td>37.5</td>
<td>---</td>
<td>112.5</td>
<td></td>
<td>150.0</td>
</tr>
<tr>
<td>Utility Rooms</td>
<td>60.0</td>
<td>---</td>
<td>---</td>
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<td>60.0</td>
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<tr>
<td><strong>Totals:</strong></td>
<td>2,707.5</td>
<td>292.5</td>
<td></td>
<td></td>
<td>3,000.0 sq ft</td>
</tr>
</tbody>
</table>

The information contained in this report is an estimate only.
Superstition Fire & Medical District

Area Hours Summary

<table>
<thead>
<tr>
<th>Area</th>
<th>Avg./Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entrances</td>
<td>0.1 hrs.</td>
</tr>
<tr>
<td>Lobbies</td>
<td>3.0 min.</td>
</tr>
<tr>
<td>Conference Rooms</td>
<td>0.1 hrs.</td>
</tr>
<tr>
<td>Offices</td>
<td>0.8 hrs.</td>
</tr>
<tr>
<td>Hallways</td>
<td>0.1 hrs.</td>
</tr>
<tr>
<td>Restrooms</td>
<td>0.2 hrs.</td>
</tr>
<tr>
<td>Lunchrooms</td>
<td>0.4 hrs.</td>
</tr>
<tr>
<td>Utility Rooms</td>
<td>1.0 min.</td>
</tr>
<tr>
<td>Other Requirements</td>
<td>0.2 hrs.</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>2.0 hrs.</strong></td>
</tr>
</tbody>
</table>
Appendix E

E. Republic Services Refuse Agreement

Submitted By
Vaughn Croshaw, Fleet & Facilities Manager

Background / Discussion
During the budgeting process, we reached out to Waste Connections (our current vendor, formerly Right Away Disposal) and Republic Services. Waste Connections was going to break their 5 year contract with us, but didn’t send what our increase was going to be. Republic Services quote is $50 more per month than we are currently paying, with a 3% increase in years 2 and 3.

Financial Impact/Budget Line Item
Refuse collection: 100-10-60580-12  /  150-10-60580-12
Monthly: 100 Fund = $328.09 / 150 Fund = $121.25

Enclosure(s)
Commercial Agreement – 36 month Agreement with 3% increase in years 2 and 3
Commercial Terms and Conditions
**Master agreement for all sites see addendum A**

**36 MONTH AGREEMENT**

3% increase for years 2 and 3

No penalty if location is sold or closed

Exempt from Environmental Recovery, Fuel Recovery and Administration Fee

**CROSS-STREETS:**

Please note: The "extra pickup" charge will only be charged if called in for.

**These comments are to supersede the terms and conditions of page 2**
<table>
<thead>
<tr>
<th>Name</th>
<th>QTY</th>
<th>Size</th>
<th>Freq</th>
<th>Days</th>
<th>Type</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1135 W Superstition Blvd, Apache Junction</td>
<td>1</td>
<td>4</td>
<td>1</td>
<td></td>
<td>Trash</td>
<td>$60.62</td>
</tr>
<tr>
<td>3955 E Superstition Blvd, Apache Junction</td>
<td>1</td>
<td>4</td>
<td>1</td>
<td></td>
<td>Trash</td>
<td>$60.62</td>
</tr>
<tr>
<td>1645 S Idaho Rd, Apache Junction</td>
<td>1</td>
<td>4</td>
<td>1</td>
<td></td>
<td>Trash</td>
<td>$60.62</td>
</tr>
<tr>
<td>7557 E US HWY 60, Gold Canyon</td>
<td>1</td>
<td>4</td>
<td>1</td>
<td></td>
<td>Trash</td>
<td>$60.62</td>
</tr>
<tr>
<td>1455 E 18th Ave, Apache Junction</td>
<td>1</td>
<td>4</td>
<td>1</td>
<td></td>
<td>Trash</td>
<td>$60.62</td>
</tr>
<tr>
<td>3700 E 16th Ave, Apache Junction</td>
<td>1</td>
<td>4</td>
<td>2</td>
<td></td>
<td>Trash</td>
<td>$121.24</td>
</tr>
<tr>
<td>9294 E Don Donnelly Dr, Gold Canyon</td>
<td>1</td>
<td>0.95</td>
<td>2</td>
<td>M/TH</td>
<td>Trash</td>
<td>$25.00</td>
</tr>
</tbody>
</table>
WASTE DEFINITIONS. "Waste Material" means all non-hazardous solid waste and Recyclable Material. Waste Material excludes all radioactive, volatile, flammable, corrosive, explosive, regulated medical, infectious, biomedical, biohazardous, pollutants, contains, or hazardous waste, toxic substance or material, each as defined by, characterized or listed under Applicable Law (collectively, "Excluded Waste"). "Recyclable Material" is material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastics containers.

SCOPE OF SERVICES. Customer grants to Company the exclusive right to collect and dispose of and/or recycle all of Customer's Waste Material on a scheduled and/or temporary basis as set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Laws"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste Material. Customer agrees not to deposit, or permit the deposit for collection of, any Excluded Waste. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company. Company shall acquire title to conforming Waste Materials when they are collected or received by Company.

PAYMENT AND CHARGES. Customer shall pay Company all rates, fees, taxes and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. If indicated in the Service Details, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on the "Understanding Our Fees" page of Company's website, www.republicservices.com).

ADMIN, FRF and ERF are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.

ADJUSTMENTS TO CHARGES. Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased disposal or processing costs; (c) increased transportation costs; (d) costs or fees due to the inclusion of Excluded Waste and/or contamination; (e) decreased value of Recyclable Material or changes in commodity markets; or (f) actual Services or equipment that differ from those listed in the Service Details. Subject to any Comments in the Service Details, Company may, from time to time by notice to Customer (on its invoice), increase any Charges provided in this Agreement to achieve or maintain an acceptable operating margin as determined in Company's sole discretion. Company may also increase Charges for any other reason with Customer's consent, which may be evidenced verbally, in writing, or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the
invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company $250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site Location.

INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY LOSSES TO THE EXTENT ARISING FROM (A) COMPANY'S BREACH OF THIS AGREEMENT; OR (B) COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT. THE OBLIGATIONS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") ARISING FROM (A) CUSTOMER'S BREACH OF THIS AGREEMENT; (B) CUSTOMER'S NEGLIGENCE OR WILLFUL MISCONDUCT; (C) EXCLUDED WASTE CONTAINED IN CUSTOMER'S WASTE MATERIAL; AND (D) CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT.

SUSPENSION; TERMINATION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Material until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

LIQUIDATED DAMAGES. If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

RIGHT OF FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of any permanent or temporary collection, disposal or recycling services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.
COMMUNICATIONS. To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All written notices to Company pertaining to this Agreement shall be sent prepaid certified or overnight mail, return receipt requested, and must be received by Company. Any notice related to this Agreement will be deemed effective no less than 60 days from the certified mail return receipt date.

DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any waste or recyclable materials. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

CONTAINER REFRESH. If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes
payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on 
Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on 
Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

RECYCLABLE MATERIAL. If the Services include recycling, Customer shall comply with all Applicable Laws regarding the 
separation of solid waste from Recyclable Material and not place items in any recycling container that may make the 
Recyclable Material unsuitable for recycling or decrease the value of the Recyclable Material. Customer agrees that 
Company in its sole discretion may determine whether any load of Recyclable Material is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, 
processing, contamination, transportation, and/or disposal. ROLL-OFF. Republic may charge rent or a minimum lift 
charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off and shall not exceed three feet in depth. (c) Customer shall not load materials above the top of the rolloff. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties or damages incurred by Republic due to the overweight container.

EQUIPMENT RENTAL. Rented equipment shall remain at Customer's Site Location at all times, except when handled by 
Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or 
move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Customer agrees that the installation of the equipment is for the primary benefit of Company to provide services, and that Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only 
by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installment requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict 
conformance with this Agreement, the manufacturer's and Company's instructions, and shall not allow the equipment to 
be used by any person other than Customer's employees without Company's written consent. Customer shall comply 
with all reporting and operating requirements related to the operation, maintenance, and management of the
equipment as required by Company or as otherwise mandated by Applicable Laws. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired.

**DISCLAIMER OF WARRANTIES; DAMAGES.** COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR.

COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

**ELECTRONIC MATERIAL AND/OR BULB & BATTERY (UNIVERSAL) RECYCLING SERVICES.** Electronic Material Services and/or Bulb & Battery (Universal) Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details.

Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

**ADDITIONAL DEFINITIONS.** The following additional definitions apply to Electronic Material Services and Bulb & Battery Recycling Services only:

Box Mail-Back Services means services in which Company delivers boxes or containers designated for the packing and shipping of Electronic Material or Bulbs & Batteries by Customer (hereinafter "Box") to the designated processing facility.

Bulbs & Batteries means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

Bulb & Battery Recycling Services includes Box Mail-Back Services as a means to recycle or dispose of Bulbs & Batteries.

Electronic Material consists of any High Grade, Low Grade and Video Display Devices that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, nonelectronic Recyclable Material or Excluded Waste.

Electronic Material Services includes Box Mail-Back, Pack-Up and Pick-Up and/or Full Service as a means to recycle or dispose of Electronic Material. "Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with
Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

Full Service means services in which Company provides all necessary containers, packaging, removal, loading and shipping of the Electronic Material to the designated processing facility.

High Grade means electronic items that contain gold, silver and/or large circuit boards including, but not limited to, computers, switching equipment, telephones (cellular, cordless, wireless), and telephone carrier switching equipment.

Low Grade means electronic items that consist mostly of plastic and metal including, but not limited to, printers, keyboards/mice, countertop appliances with cords, media storage devices, and video games and accessories.

Pack Up & Pick Up Services means services in which pre-packaged or palletized Electronic Material are collected by Company from a Site Location and transported directly to the designated processing facility. "Video Display Device" means computer terminal, oscilloscope, TV (CRT, LCD, plasma, rear projection), IT equipment, E-waste containing glass, monitor (CRT, LCD, plasma), and tablets.

BOX MAIL-BACK SERVICES. In connection with Box Mail-Back Services, the following additional terms shall apply:

Pre-Payment; No Refunds. With respect to Electronic Material, payment for Box Mail-Back Services is made in advance and if Customer returns an unused Box, Customer will receive a refund of up to 50% of the purchase price. If Customer subsequently requests a Box for Electronic Material, Customer will be responsible for full pre-payment. With respect to Bulbs & Batteries, payment for Box Mail-Back Services is made in advance and will not be refunded after a Box has been shipped to Customer. If Customer returns an unused Box, Customer will be responsible for its shipping cost to return the Box plus a restocking fee, which is $14 for a lamp box and $12 for a battery/ballast box (restocking fees for other types of Boxes may vary). If Customer subsequently decides they require a Box, Customer will be responsible for the cost of re-shipping the Box.

Expiration of Boxes. Each Box must be received by Company or its subcontractor by the expiration date printed on the prepaid return shipping label, which is typically twelve (12) months (the "Expiration Date"). If Customer ships a Box (for Electronic Material only) after its original Expiration Date or requests up to a one-year extension of the Expiration Date, Customer shall pay Company an additional fee in the amount of 50% of the original Box purchase price. Company has no obligation after the Expiration Date (original or extended, if applicable) to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

Safe Packaging Obligation. Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each Box.

Electronic Material Specifications. With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any Box exceeding its specified maximum weight in the amount of up to $0.83 per pound; (ii) shipping materials in the wrong Box or mixing materials in a Box; (iii) shipping materials that require additional labor for unpacking or disassembly up to $0.37 per pound; (iv) processing electronics containing wood up to $0.23 per pound; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or Boxes received with expired labels.

Bulbs & Batteries Specifications. With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any Box exceeding its specified maximum weight up to $1.50 per pound; (ii) shipping materials in the wrong Box or mixing materials in a Box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

Automatic Reordering. For automatic reordering of Box Mail-Back Services, the following provisions will apply:
Upon receipt of a Box from Customer, Company will automatically send Customer a Box identical to the one returned by Customer. Any Box must be used by Customer within twelve (12) months of receipt or an additional charge may apply.

Company may increase rates to cover increases in shipping, recycling, refurbishment, reuse, and/or disposal rates upon notice to Customer.

Customer shall have 30 days following the expiration or termination of the Electronic Material Services or Bulb & Battery Recycling Services, as applicable, to use and return all of the Boxes in Customer’s possession.

Company reserves the right to bill Customer for any Boxes not received by Company within 30 days following the expiration or termination of the Electronic Material Services or Bulb & Battery Recycling Services, as applicable.

PACK-UP & PICK UP SERVICES. In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

Safe Packaging Obligation. Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order, and shall ensure such is completed prior to the scheduled pickup date.

Electronic Material Specifications. With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) Video Display Devices; (2) High Grade; (3) Low Grade. A full list of Video Display Devices, High Grade and Low Grade Electronic Material is available upon request. If the Electronic Material is not properly sorted, Customer shall pay Company a sorting charge of up to $0.22 per pound. If Electronic Material are not removed from their original packaging, an additional unpacking fee in the amount of up to $0.37 per pound will apply. If Electronic Material are not properly loaded and palletized, an additional unsafe load conditions fee in the amount of up to $0.37 per pound will apply.

FULL SERVICE. There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be $660. For loads of Electronic Material over 466 pounds, the charge for Full Service will the weight of the load multiplied by the per pound charge quoted in the Service Details.
ARTICLE I-SERVICES RENDERED - Customer grants to Republic Service of Arizona (referred to in the remainder of this contract as COMPANY) the exclusive right to collect and dispose of all of Customer’s non-hazardous solid waste materials (including recyclables) (collectively, “Waste Materials”), and Company agrees to furnish such services.

ARTICLE II-TERM - The initial term of this agreement shall start on the date of this agreement and continue for 36 months thereafter. This agreement shall automatically renew for month to month term unless either party gives written notice of termination to the other at least 60 days before the end of the then current term. Any notice of termination under this agreement by customer shall be void unless sent via certified mail, return receipt requested and actually received by company.

ARTICLE III-WASTE MATERIALS - The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, “Excluded Waste”), each as defined by applicable federal, state or local laws or regulations (collectively, “Applicable Laws”). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys’ fees) (“collectively, “Losses”) resulting from the inclusion of Excluded Waste in the Waste Materials.

ARTICLE IV-TITLE - Company shall acquire title to Waste Materials when they are loaded into Company’s truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

ARTICLE V-PAYMENTS - Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of $50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) a fuel/environmental recovery fee in the amount shown on each of Company’s invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company’s invoice. At any time after Company becomes concerned about Customer’s creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month’s charges under this Agreement.

ARTICLE VI-RATE ADJUSTMENTS - Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer’s Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company’s costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer’s consent, which may be evidenced verbally, in writing or by the parties’ actions and practices.

ARTICLE VII-SERVICES CHANGES - The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties’ actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

ARTICLE VIII-RESPONSIBILITY FOR EQUIPMENT ACCESS - Any equipment Company furnishes shall remain Company’s property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company’s handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer’s use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer’s failure to provide access.

ARTICLE IX-DAMAGE TO PAVEMENT - Company shall not be responsible for any damages to Customer’s pavement, curbing or other driving surfaces resulting from Company’s providing service at Customer’s location.

ARTICLE X-SUSPENSION - If any amount due from Customer is not paid within 60 days after the date of Company’s invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

ARTICLE XI-TERMINATION - In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company’s failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company’s right to suspend service or terminate this Agreement for any future failure to pay or other breach.
ARTICLE XII-PAYMENT UPON TERMINATION - If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month’s monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

ARTICLE XIII-ASSIGNMENT - Customer shall not assign this Agreement without Company’s prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer’s consent.

ARTICLE XIV-EXCUSED PERFORMANCE - Except for Customer’s obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party’s reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ARTICLE XV-ATTORNEY’S FEES - If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys’ fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

ARTICLE XVI-MISCELLANEOUS - This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.

CUSTOMER’S AUTHORIZED SIGNATURE:_____________________________________________________    DATE:____________________________
8. Miscellaneous.
   a. Each party warrants that prior to signing this Agreement, all of its internal procedures, rules and regulations have been complied with. The signing of this Agreement constitutes a binding agreement.

   b. Failure of any party to strictly enforce any provisions hereunder shall not constitute a waiver of rights to demand strict performance of that, or any other provisions hereof at any time hereafter.

   c. The terms and conditions of this Agreement are separate and severable. If for any reason, any Court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.

   d. Neither the employees of SFMD shall become employees of Republic Service nor shall the employees of Republic Service become employees of SPMD by virtue of this Agreement. Nothing in this Agreement shall be construed to create any partnership or joint venture between the Parties.

   e. Pursuant to A.R.S. §38-511, SFMD may cancel this Agreement for conflict of interest.

   f. Limits of Liability: Notwithstanding any provision or proposal to the contrary, Republic Service’s liability shall not be limited to the amount of its fees, but instead Republic Service shall be liable for any damages as a result of Republic Service’s breach of Agreement or negligent acts or omissions.

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

   h. Legal Arizona Workers Act Compliance: Republic Service 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 verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). Republic Service 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.

   SFMD retains the legal right to inspect the papers of any contractor or subcontracted 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.
Appendix F

F. Stryker LifePak 15 Service Contract

Submitted By
David Pohlmann

Background / Discussion
This contract is to provide preventative maintenance and repairs on nine of our LifePak 15s. Without the contract, any repairs are more costly. The contract also covers the yearly inspection to medically certify the machines. Included in this contract is the purchase of three prepaid case repairs. Last year we replaced five cases. Case repair is not covered under warranty or service contracts and is close to $1000 over the prepaid cost.

Financial Impact/Budget Line Item
$17,779.50

Enclosure(s)
Service contract quote for 9 monitors and 3 prepaid case repairs.
PO for Contract payment
Procurement Form
**PROCARE PROPOSAL SUBMITTED TO:**

**Billing Acct Num:** 1276964
**Shipping Acct Num:** 1276964
**Account Name:** Superstition Fire and Rescue
**Account Address:** 565 N Idaho Rd
**City, State Zip:** Apache Junction, AZ 85119

**Name:** David Pohlmann
**Title:** Division Chief Training
**Phone:** (480) 982-4440
**Email:** david.pohlmann@sfmd.az.gov

**PROCARE TOTAL**

<table>
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<th>Item No.</th>
<th>Model Number</th>
<th>Model Description</th>
<th>ProCare Program</th>
<th>Qty</th>
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**PROGRAM INCLUDES:**

LP15 Protect Ship In w Onsite PM:
- Repairs (parts and labor) to restore equipment to manufacturer specifications
- LiFePAk battery-charger repair or replacement as deemed necessary by Stryker*
- Power-adapter repair or replacement
- Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
- Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*
- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
- Check electrode expiration dates and recommend replacement as needed
- Check printer operation and trace quality

**FINAL TOTAL**

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<tr>
<td>ProCare Total</td>
<td>Discount</td>
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</tbody>
</table>

**Unless otherwise stated on contract, payment is expected upfront.**

**Comments:**
- Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
- All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
- **Quote pricing valid for 30 days.**

---

**Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.**

**All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.**

**Quote pricing valid for 30 days.**
<table>
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<td>LP15CASE</td>
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Purchase Order Form

Account Manager ___________________________ Purchase Order Date ___________________________
Cell Phone ___________________________ Expected Delivery Date ___________________________

Check box if Billing same as Shipping □

BILL TO
Billing Account Num 1276964
Company Name
Contact or Department
Street Address
Add'l Address Line
City, ST ZIP
Phone

SHIP TO
Shipping Account Num 1276964
Company Name Superstition Fire and Rescue
Contact or Department David Pohlmann
Street Address 555 N Idaho Rd
Add'l Address Line
City, ST ZIP Apache Junction, AZ 85119
Phone (480) 982-4440

Authorized Customer Initials ___________________________ Authorized Customer Initials ___________________________

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<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>TOTAL</th>
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<tr>
<td>REFERENCE QUOTE</td>
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Accounts Payable Contact Information

Name ___________________________
Email ___________________________
Phone ___________________________

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Authorized Customer Signature

Printed Name ___________________________
Title ___________________________
Signature ___________________________
Date ___________________________

Attachment ___________________________ Stryker Quote Number 220413101534

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.
LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

• All service parts with available inventory can be purchased by our end users

• Transactional service (time and material) is available for non-contract customers
  o If a component has failed on your device, your local Sales Representative should be contacted for support

• Contractual service
  o Stryker will continue to offer contractual service on a yearly basis only
    o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
    o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.
**Superstition Fire & Medical District**

**Purchase Order**

565 North Idaho Rd. Apache Junction, AZ 85119-4014
Phone: (480) 962-4440 Fax: (480) 962-0183

**Date:** April 14, 2022

**Vendor ID:** STRYCO

**Purchase Order #:** 021786

**Requisition #:** 20,901

**Buyer:** EMSC

**Created by:** MLK

**Created Date:** 4/14/2022

**Updated by:** MLK

**Updated Date:** 4/14/2022

**Page #:** 1

---

**TO:** Stryker Sales Corporation  
3800 E Centre Ave  
Portage, MI 49002

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

**Order Description:** LifePak 15/case

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<th>Line</th>
<th>AJFD Product #</th>
<th>Description</th>
<th>GL Acct #</th>
<th>Quantity</th>
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**Important Conditions**

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

**TOTAL** $10,668.00

---

**Purchasing Manager**

---

**Fire Chief**
Superstition Fire & Medical District
Purchase Order

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

Date: April 14, 2022
Vendor ID: STRYCO
Purchase Order #: 021787
Requisition #: 20,902
Buyer: EMSC
Created by: MLK
Created Date: 4/14/2022
Updated by: MLK
Updated Date: 4/14/2022

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

Order Description: LifePak 15/case

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Important Conditions

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

TOTAL $7,111.50

Purchasing Manager

Fire Chief
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<td>$25,000 or MORE</td>
<td>3 Written Bids</td>
<td>Budget Manager, BC, Executive Assistant, Facilities Specialist AND (+2) Fire Chief, Assistant Chief or Finance Manager AND Governing Board</td>
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**Vendor Name:** Stryker Medical  
**Vendor Address:** PO Box 92064, Chicago, IL 60675-2064  
**Vendor Phone #:** 773-867-4785

See Attached Written Quote $17,779.50

**Quote #2**

**Vendor Name:**  
**Vendor Address:**  
**Quote Description:**  
See Attached Written Quote $ 

**Quote #3**

**Vendor Name:**  
**Vendor Address:**  
**Quote Description:**  
See Attached Written Quote $ 

**COMPETITIVE QUOTES / BIDS CAN BE WAIVED FOR THE FOLLOWING REASONS:**

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

**APPROVAL:**

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