VERSION 1.0

May 18, 2022

BOARD OF DIRECTORS MEETING

May 18, 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

Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440 *Website | sfmd.az.gov*

BOARD OF DIRECTORS MEETING AGENDA FOR MAY 18, 2022

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

The Board will hold a meeting on Wednesday, May 18, 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 April 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 April 20, 2022
   B. United Healthcare Medical Insurance renewal confirmation for FY22/23
   C. Intergovernmental Agreement for Repair and Maintenance of Fire Apparatus and Equipment for the Town of Superior
   D. Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2022 / 2023 from the Pinal County Treasurer's Office – Resolution #2022-05-18-14
   E. Ginco Plumbing Services contract extension for two (2) years: May 18, 2022 – May 18, 2024
   F. DocuSign – CLM Essentials Software Agreement

5. **Discussion and possible approval of Resolution 2022-05-18-09: Call for Election**

6. **Discussion and possible approval of Resolution 2022-05-18-10: Election Workers**

7. **Discussion and possible approval of Resolution 2022-05-18-11: Precincts and Polling Places.**

8. **Presentation, discussion and possible direction of Fiscal Year 2022/2023 Budget Development.**

9. **Discussion and possible adoption of Resolution 2022-05-18-13 authorizing the establishment of a line of credit ("LOC") with Wells Fargo for Fiscal Year 2022 / 2023.**

10. **Discussion and possible approval of Resolution #2022-05-18-12 to complete the application for a seven (7) year capital lease for the new Pierce Velocity Pumper.**

11. **Discussion and possible approval regarding the disposition of Surplus Apparatus.**

12. **Discussion and possible approval of Policy: 1054 – Fit for Duty and the removal of policies 101 Chief Executive Officer, 311 Grocery Shopping on-Duty, and 909 Personal Alarm Devices.**

13. **Possible vote to go into Executive Session (10.1) for personnel matters pursuant to A.R.S. § 38-431.03(A)(1) and legal advice pursuant to A.R.S. § 38-431.03(A)(3) and possible instructions from legal counsel pursuant to A.R.S. § 38-431.03(A)(4) re: Fire Chief John Whitney's employment contract**;

14. **Public Session. Discussion and possible action regarding possible revision to Fire Chief's employment contract.**

15. **Reports.**

    <u>Senior Leadership Team (SLT)</u>:
    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

16. **New Business / Future Agenda Items.**

17. **Announcements and Document Signing.**

18. **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: May 12, 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.

Governing Board Meeting – May 18, 2022
Agenda Item: 1

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

2. Fund Account Bank Reconciliations.

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

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

Enclosure(s)

*Monthly Financials provided under separate cover

Recommended Motion
"Motion to approve the April 2022 financial reports and bank reconciliations."

Go to Item 2

Go to Agenda

Superstition Fire & Medical District

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

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

Governing Board Meeting – May 18, 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.

May Anniversaries

20 Years of Service
Firefighter **Paul Garcia**
Firefighter / Paramedic **Stephan Wagner**

6 Years of Service
Firefighter / Paramedic **Kevin Montgomery**

1 Year of Service
Fire Chief **John Whitney**
Firefighter **Michael Gallagher**

Annual Award Winners for 2022
Jeremy Rocha, Captain – Officer of the Year
Colt Weddell, Engineer – Firefighter of the Year
Kelsey Christensen, EMT – Transportation Services Employee of the Year
George Nasello, Mechanic II – Civilian Employee of the Year
Sarah Koupal, EMT – Chief's Award for Outstanding Service
Ryan Tonelli, Paramedic - Chief's Award for Outstanding Service

Recognition of Retirements

Shorty Johnston, Engineer
1998 – 2022
24 Years of Service

Barb Duffel, Fleet and Facilities Support Specialist
2006 – 2022
16 Years of Service

Governing Board Meeting – May 18, 2022
Agenda Item: 3

Agenda Item Title
Call to the Public

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

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

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

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

Scheduled
None

Governing Board Meeting – May 18, 2022
Agenda Item: 4

Agenda Item Title

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

A. Board Meeting Minutes from April 20, 2022 – **Appendix A**
B. United Healthcare Medical Insurance renewal confirmation for FY22/23 - **Appendix B**
C. Intergovernmental Agreement for Repair and Maintenance of Fire Apparatus and Equipment for the Town of Superior - **Appendix C**
D. Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2022/2023 from the Pinal County Treasurer's Office – Resolution #2022-05-18-14 - **Appendix D**
E. Ginco Plumbing Services contract extension for two (2) years: May 18, 2022 – May 18, 2024 **- Appendix E**
F. DocuSign - CLM Essentials Software Agreement **- 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 May 18, 2022."

Go to Item 5

Go to Appendices

Go to Agenda

Governing Board Meeting – May 18, 2022
Agenda Item: #5

Agenda Item Title
Discussion and possible approval of Resolution 2022-05-18-09: Call for Election.

Submitted By
Fire Chief John Whitney
Board Secretary Sherry Mueller

Background/Discussion
This resolution is necessary to call for an election to be held on November 8, 2022 for the purpose of electing two individuals to serve as board directors for a four year term. Staff will publish the required Call for Election in a local paper on July 5, 2022 and July 12, 2022.

The minimum number of signatures to be on the ballot for SFMD Board is 209 signatures. The cost is $0.75 per registered voter. In addition, a letter will be sent to both Pinal and Maricopa County Elections Department, notifying them of our interests to hold an election in November for the two board seats. The letter is required per ARS § 16-205 and is due by May 31, 2022.

The candidate filing dates are June 13, 2022 through July 11, 2022.

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

Enclosure(s)
Resolution 2022-05-18-09: Call for Election

Recommended Motion
"Motion to approve Resolution 2022-05-18-09: Call for Election, and to herby call for an election to be held on November 8, 2022 for the purpose of electing two individuals to serve as Board Directors for a four year term"

Go To Item 6

Go to Agenda

RESOLUTION 2022-05-18-09
Superstition Fire & Medical District
CALL FOR ELECTION

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, CALLING FOR AN ELECTION OF BOARD OF DIRECTORS.

WHEREAS, it is required by the State Statutes, that the Fire District serve as its own election district and comply with applicable federal, state, and county statues, and;

WHEREAS, the terms of two existing board directors will expire in December of 2022.

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

To hereby call for an election to be held on November 8, 2022 for the purpose of electing two individuals to serve as board directors for a four-year term.

The last day to register to vote in this election shall be October 10, 2022. The last day to file nominating petitions with the Elections Director, David Frisk, Elections Office in Coolidge, Arizona, for the positions of board director is July 11, 2022 no later than 5:00 p.m.

PASSED AND ADOPTED THIS EIGHTEENTH OF DAY OF MAY 2022 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

_____
Kathleen Chamberlain, Board Chairman

_____
Jeff Cross, Board Clerk

_____
Jason Moeller, Board Director

_____
Todd House, Board Director

_____
Shawn Kurian, Board Director

Governing Board Meeting – May 18, 2022
Agenda Item: #6

Agenda Item Title
Discussion and possible approval of Resolution 2022-05-18-10: Election Workers.

Submitted By
Fire Chief John Whitney
Board Secretary Sherry Mueller

Background/Discussion
This resolution is required to designate the county's election workers as the Fire District's election workers.

Staff Recommendation:
Approval of Resolution 2022-05-18-10: Election Workers

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

Enclosure(s)
Resolution 2022-05-18-10: Election Workers

Recommended Motion
"Motion to approve Resolution 2022-05-18-10: Election Workers, designating that the Fire District's election workers shall coincide with, and be, the election workers utilized by Pinal County"

Go To Item 7

Go to Agenda

RESOLUTION 2022-05-18-10
Superstition Fire & Medical District
ELECTION WORKERS

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT TO DESIGNATE THAT THE FIRE DISTRICT'S ELECTION WORKERS SHALL COINCIDE WITH, AND BE, THE ELECTION WORKERS UTILIZED BY PINAL COUNTY

WHEREAS, it is now required by State Statutes, that the Fire District serve as its own election district and comply with applicable federal, state, and county statues, and;

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

That the Superstition Fire & Medical District appoints the Election Workers being utilized by Pinal County as the District's Election Workers.

PASSED AND ADOPTED THIS EIGHTEENTH OF DAY OF MAY 2022 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

_____
Kathleen Chamberlain, Board Chairman

_____
Jeff Cross, Board Clerk

_____
Jason Moeller, Board Director

_____
Todd House, Board Director

_____
Shawn Kurian, Board Director

Governing Board Meeting – May 18, 2022
Agenda Item: #7

Agenda Item Title
Discussion and possible approval of Resolution 2022-05-18-11: Precincts and Polling Places

Submitted By
Fire Chief John Whitney
Board Secretary Sherry Mueller

Background/Discussion
This resolution is required to designate the county's precincts and polling places within the District as the SFMD precincts and polling places as well.

Staff Recommendation:
Approval of Resolution 2022-05-18-11: Precincts and Polling Places

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

Enclosure(s)
Resolution 2022-05-18-11: Precincts and Polling Places

Recommended Motion
"Motion to approve Resolution 2022-05-18-11: Precincts and Polling Places that the Superstition Fire & Medical District's Precincts and Polling Places, which are within the boundaries of the Fire District, shall coincide with those of Pinal County."

Go To Item 8

Go to Agenda

RESOLUTION 2022-05-18-11
Superstition Fire & Medical District
PRECINCTS AND POLLING PLACES

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT TO DESIGNATE THAT THE FIRE DISTRICT'S PRECINCTS AND POLLING PLACES, WHICH ARE WITHIN THE BOUNDARIES OF THE FIRE DISTRICT, SHALL COINCIDE WITH THOSE OF PINAL COUNTY.

WHEREAS, it is now required by State Statutes, that the Fire District serve as its own election district and comply with applicable federal, state, and county statues, and;

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

That the Superstition Fire & Medical District's Precincts and Polling Places, which are within the boundaries of the Fire District, shall coincide with those of Pinal County.

PASSED AND ADOPTED THIS EIGHTEENTH DAY OF MAY 2022 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

_____
Kathleen Chamberlain, Board Chairman

_____
Jeff Cross, Board Clerk

_____
Jason Moeller, Board Director

_____
Todd House, Board Director

_____
Shawn Kurian, Board Director

Governing Board Meeting – May 18, 2022
Agenda Item: #8

Agenda Item Title
Presentation, discussion, and possible direction of Fiscal Year 2022/2023 Budget development.

Submitted By
Fire Chief John Whitney
Finance Director Roger Wood

Background/Discussion
A high-level presentation of the major new and on-going initiatives will be provided in support of the District's FY 2022/2023 suppression and ground transportation operations, capital replacement plans, and bond debt payment plans.

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

Enclosure(s)
Presentation will be provided to the Board at the Board Meeting

Recommended Motion
"N/A"

Go To Item 9

Go to Agenda

Governing Board Meeting – May 18, 2022
Agenda Item: #9

Agenda Item Title

Discussion and possible adoption of Resolution 2022-05-18-13 authorizing the establishment of a Line of Credit ("LOC") with Wells Fargo for Fiscal Year 2022 / 2023.

Submitted By

Fire Chief John Whitney
Finance Director Roger Wood

Background / Discussion

A.R.S. §11-604.01 states that a fire district may establish a LOC with the county's contract servicing bank with the assistance of the county treasurer. The establishment of a LOC is the predominant method of short term financing used by fire districts to finance operations during the absence of secondary property tax receipts. Many fire districts begin the fiscal year with minimal cash fund balances and draw upon the LOC until secondary property taxes are received in November and again in spring during the April / May timeframe. The LOC is statutorily limited to a maximum of 45% of the secondary property tax levy of the preceding fiscal year. Establishing a LOC requires a resolution of the fire district elected body and approval of the county servicing bank. Under A.R.S §11-604.01 parameters, the District could establish a maximum LOC of approximately $5.0 million.

The LOC is serviced by Wells Fargo bank who requires Board approval of the establishment and requested limit of the LOC for each fiscal year. The recommendation is to maintain an LOC of **$1.5 million** to ensure cash-on-hand to cover payroll and essential non-payroll expenses in the time before the District receives it first half of tax revenue on or about November 1, 2022. There is no cost to establishing an LOC if it is not used.

Due to the new contract between Wells Fargo and the Pinal County Treasurer's Office, the interest rate for the LOC is now **4.0%**, and is subject to change as the Prime Rate changes. This underscores the need for the District to use the LOC as minimally as possible to keep the overall interest cost as low as possible.

Financial Impact/Budget Line Item

N/A

Enclosure(s)

Resolution 2022-05-18-13 Wells Fargo Line of Credit Authorization
Exhibit A – Borrowing Request

Recommended Motion

"Motion to approve Resolution 2022-05-18-13, authorizing the establishment of a Line of Credit with Wells Fargo, for $1.5 million for Fiscal Year 2022/2023."

Go to Item 10

Go to Agenda

RESOLUTION 2022-05-18-13
SUPERSTITION FIRE & MEDICAL DISTRICT
WELLS FARGO LINE OF CREDIT AUTHORIZATION

A RESOLUTION OF THE CHAIRPERSON AND GOVERNING BOARD OF THE DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AUTHORIZING THE ESTABLISHMENT OF A LINE OF CREDIT WITH WELLS FARGO BANK FOR FISCAL YEAR 2022 / 2023.

WHEREAS, IN ACCORDANCE WITH THE REQUIREMENTS OF THE PINAL COUNTY TREASURER'S OFFICE AND WELLS FARGO BANK, THE BOARD OF DIRECTORS DID, ON THE EIGHTEENTH DAY OF MAY 2022, AUTHORIZE THE ESTABLISHMENT OF A LINE OF CREDIT FOR FISCAL YEAR 2022 / 2023 IN THE AMOUNT NOT TO EXCEED $1,500,000.

PASSED AN ADOPTED THIS EIGHTEENTH DAY OF MAY 2022 BY THE CHAIRPERSON AND GOVERNING BOARD OF DIRECTORS OF SUPERSTITION FIRE & MEDICAL DISTRICT.

Kathleen Chamberlain, Board Chairman	*Jeff Cross, Board Clerk*
Todd House, Board Director	*Jason Moeller, Board Director*
Shawn Kurian, Board Director	

EXHIBIT A

BORROWING REQUEST

To: Wells Fargo Bank, National Association

The Governing Board (the "Board") of the Superstition Fire & Medical District (the "Borrower") hereby requests (this "Borrowing Request") that Wells Fargo Bank, National Association ("Bank") issue a line of credit (the "Credit Line") as directed by the Pinal County Treasurer's Office. Capitalized terms not otherwise defined herein have the respective meanings set forth in the Revolving Credit Agreement, between the Pinal County and the Bank, dated July 1, 2022 (the "Agreement").

The Borrower is requesting a Credit Line in the amount of $1,500,000 (not less than $100,000 without the Bank's prior consent). Such Credit Line shall initially accrue interest at the following Interest Rate: 4.0% Prime Rate.

Representations and Warranties. Each Borrower, when submitting a Borrowing Request, represents and warrants to Bank as of the date of the Borrowing Request:

a. Existence and Authorization. Borrower is a duly formed, organized and validly existing Political Subdivision of the State of Arizona. The execution, delivery, and performance by Borrower of the Loan Documents have been duly authorized by all requisite action by or on behalf of Borrower.

b. No Approvals. No approval, authorization, bond, consent, certificate, franchise, license, permit, registration, qualification, or other action or grant by or filing with any person is required in connection with the execution, delivery, or performance by Borrower of the Loan Documents that has not been obtained.

c. No Conflicts. The execution, delivery, and performance by Borrower of the Loan Documents will not conflict with, or result in a violation of or a default under: any applicable law, ordinance, regulation, or rule (federal, state, or local); any judgment, order, or decree of any arbitrator, other private adjudicator, or governmental authority to which Borrower is a party or by which Borrower or any of the assets or property of Borrower is bound; or any agreement, document, or instrument to which Borrower is a party or by which Borrower or any of the assets or property of Borrower is bound.

d. Execution and Delivery and Binding Nature of Loan Documents. The Loan Documents have been duly executed and delivered on behalf of Borrower. The Loan Documents are legal, valid, and binding obligations of Borrower, enforceable in accordance with their terms against Borrower, except as such enforceability may be limited by Section 42-17101, Arizona Revised Statutes, bankruptcy, Insolvency, moratorium, reorganization, or similar laws and by equitable principles of general application.

e. Accurate Information. All information in any loan application, financial statement, certificate, or other document and all other Information delivered by or on behalf of Borrower to Bank in obtaining the Commitment Amount and Credit Line is correct and complete in all material respects, and there are no omissions therefrom that result in any such information being incomplete, incorrect, or misleading in any material respect as of the date thereof.

f. Litigation. There is no lawsuit, tax claim, or other dispute pending or overtly threatened against Borrower which, if lost, would materially impair Borrower's financial condition or Borrower's ability to repay any amount payable under the Agreement or the Credit Line, except as have been or will be disclosed in writing to Bank.

g. Purpose of Advances. The Agreement and the Credit Line are made pursuant to Arizona Revised Statutes Section 11-604.01. The purpose of Advances is to provide funds for the general operations of Borrower.

h. No Event of Default. No Event of Default exists and no event or condition exists that, after notice or lapse of time, or both, would constitute an Event of Default.

Survival of Representations. Each request for an Advance shall constitute an affirmation with respect to Borrower that the representations and warranties contained herein are true and correct as of the time of that request, and that the conditions precedent set forth in Sections 3 and 4 hereof have been fully satisfied. All representations and warranties made herein shall survive the execution of this Borrowing Request, all Advances, and the execution and delivery of all other Loan Documents, so long as Bank has any commitment to lend to Borrower hereunder and until the Credit Line has been paid in full and all of Borrower's obligations hereunder have been fully discharged.

This Borrowing Request was approved at a legally convened meeting of the Board this 18th day of May, 2022. The person signing this Borrowing Request is authorized by the Board action to execute these documents and any other Loan Documents requested by the Bank.

To the best of the undersigned's knowledge, information and belief, the expectations set forth in this Borrowing Request are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

Superstition Fire & Medical District

By:_____
Name: _____
Title: _____

PINAL COUNTY TREASURER,
As Agent for the Superstition Fire & Medical District

By:_____
Name: _____
Title: Pinal County Treasurer/Authorized Representative

Attachments:
☐ A copy of the resolution of the Board authorizing this Borrowing Request

Governing Board Meeting – May 18, 2022
Agenda Item: #10

Agenda Item Title
Discussion and possible approval of Resolution #2022-05-18-12 to complete the application for a seven (7) year capital lease for the new Pierce Velocity Pumper.

Submitted By
Fire Chief John Whitney
Finance Director Roger Wood

Background/Discussion
At the April 20, 2022, Board meeting, the Board approved the purchase of a new Pierce Velocity Pumper through Hughes Fire Equipment, Inc., with the purchase being accomplished through a seven (7) year capital lease. The leasing company is PNC Equipment Finance, who is requiring the Board to sign the attached Resolution to complete the lease agreement.

Financial Impact(s)/Budget Line Item
Approximately $142, 162 due in April 2023 / Account 200-70-72240-20 Vehicles / Apparatus

Enclosure(s)
Resolution #2022-05-18-12

Recommended Motion
"Motion to approve Resolution #2022-05-18-12 to complete the application for a seven (7) year capital lease for the new Pierce Velocity Pumper. "

Go To Item 11

Go to Agenda

RESOLUTION #2022-05-18-12

Municipality/Lessee: Superstition Fire & Medical District

Principal Amount Expected To Be Financed: $859,922.81

WHEREAS, Superstition Fire & Medical District ("SFMD") is a political subdivision of the State of Arizona (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of SFMD ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of SFMD.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of SFMD:

Section 1. Either one of the Board Chair (currently Kathleen Chamberlain) OR Board Clerk (currently Jeff Cross) (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of SFMD. Each Authorized Representative acting on behalf of SFMD is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of SFMD to execute and deliver agreements and documents relating to the Leases on behalf of SFMD.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by SFMD as set forth therein.

Section 4. SFMD's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and SFMD's obligations under the Leases shall not constitute general obligations of SFMD or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, SFMD reasonably anticipates to issue not more than $10,000,000 of tax-exempt obligations (other than “private activity bonds” which are not “qualified 501(c)(3) bonds”) during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this May 18, 2022.

The undersigned Chair / Clerk of SFMD hereby certifies and attests that the undersigned has access to the official records of the Governing Body of SFMD, that the foregoing resolutions were duly adopted by said Governing Body of SFMD at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: Superstition Fire & Medical District

_____
Signature of Board Chair of SFMD

Print Name: _____

Date: _____

_____
Signature of Board Clerk of SFMD

Print Name: _____

Date: _____

Governing Board Meeting – May 18, 2022
Agenda Item: #11

Agenda Item Title

Discussion and possible approval regarding the disposition of Surplus Apparatus

Submitted By

Fire Chief John Whitney
Assistant Chief Richard Mooney

Background/Discussion

Policy 1202- Disposition of Surplus Property

From time to time, SFMD has a need to dispose of property that is no longer needed. The Board of Directors (BOD) has the sole responsibility for determining the surplus status of property and designating the manner of disposition of surplus property. The BOD, at their discretion, may delegate the authority of manner of disposition of surplus property.

POLICY
It is the policy of SFMD that property which is no longer needed, not cost effective to repair, is deemed obsolete, or is otherwise no longer useful to SFMD shall be itemized and presented to the BOD with a recommendation from the Fire Chief, or the Fire Chief's designee, to be declared as surplus property.

Titled Motor Vehicles and Apparatus
a. As instructed by the BOD, the Fire Chief is authorized to dispose of surplus vehicles and apparatus through a public or private auction service (with an established reserve or minimum), bid process, or through the Arizona State Surplus. The Fire Chief should take into consideration the type and condition of the vehicle or apparatus, estimated monetary value, and relative usefulness to another public safety or governmental agency in his/her recommendation to the BOD. Any other means of disposition of a vehicle or apparatus will require prior approval by the BOD.

PROCEEDS FROM THE SALE OF SURPLUS SFMD PROPERTY
1. Upon disposition of surplus property, SFMD will present to the buyer a receipt and release for all items bought and sold, or otherwise distributed, per this policy.
2. All proceeds, regardless of form (e.g., check or cash), along with a copy of the sale receipt documenting the agreed upon sale price, is to be immediately turned into Accounting for recording and deposit.
3. Real property, apparatus, and machinery and equipment valued at $5,000 or more should have the proceeds deposited in the Capital Projects Fund. The proceeds from non-capitalized equipment and machinery will be recorded in the General Fund unless otherwise directed by the BOD and in accordance with Generally Accepted Accounting Principles as applicable to SFMD.

Financial Impact(s)/Budget Line Item

SFMD will be selling the vehicle through public sites to take advantage of the used vehicle market and maximize each vehicle's sales potential. SFMD will also be lowering its overall insurance cost for each of the vehicles listed. Lastly, SFMD will not have to provide vehicle maintenance for each of the vehicles.

Go To Item 12

Go to Agenda

Vehicle Year, Make & Model	"C" Number	Reason for Disposition	Insurance Cost
2002 Ford F-350	C-50	High Mileage/Age/Repairs Needed	$185.67/year
2003 Ford E-350 (Rehab)	C-56	Age, Staffing & Monetary Value	$206.34/year
1999 American LaFrance Pumper	C-53	Age, Out of Service, Pump	$240.91/year
1994 E-1 Cyclone	C-52	Age, Out of Service	$226.17/year
2003 Ford Ranger	C-30	Age, High Mileage, Bad Paint	$409.41/year
1993 Dodge D350	C-29	Age, High Mileage, Bad Paint	$169.92/year
2001 American LaFrance	C-43	Age, Out of Service, Pump & Trans.	$271.58/year

Enclosure(s)
None.

Recommended Motion
"Motion to approve the disposal of the above listed surplus apparatus."

Go To Item 12

Go to Agenda

Governing Board Meeting – May 18, 2022
Agenda Item: #12

Agenda Item Title

Discussion and possible approval of Policy: 1054 Fit for Duty and the removal of policies 101 Chief Executive Officer, 311 Grocery Shopping On-Duty, and 909 Personal Alarm Devices.

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

Background/Discussion
SFMD has reviewed selected policies to ensure consistency in practice and policy. Similar to the process used during the creation of the policy manual, these policies were reviewed and revised by SLT, Labor, the policy committee, and the membership.

The 7-day minimum for Board and membership review has been satisfied.

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

Enclosure(s)
1054 Fit for Duty

And For Removal
101 Chief Executive Officer
311 Grocery Shopping On-Duty
909 Personal Alarm Devices

Recommended Motion
"Motion to approve policy 1054 Fit for Duty, and remove policies 101 Chief Executive Officer, 311 Grocery Shopping On-Duty, and 909 Personal Alarm Devices."

Go To Item 13

Go to Agenda

Policy 1054 – Fit for Duty

Last Revision: 05/02/2022

1. PURPOSE AND SCOPE

The Superstition Fire & Medical District (SFMD) is a service-driven organization. As such, we rely on the talents and capabilities of our members to meet operational goals and objectives. This policy will address the health and fitness performance expectations of SFMD for currently employed public safety members. This policy does not apply to new Firefighter Recruits' pre-employment medical examination processes.

2. POLICY

All members must be medically cleared to be fit for duty following a fit-for-duty medical examination. The components of the fit-for-duty medical examination are outlined in Appendix A. This requirement remains in effect while employed with SFMD. Fit-for-duty medical examinations will typically be conducted annually. Additional fit-for-duty examinations may be necessary and required given the individual circumstances of each member and in situations where a member is returning to work after a period of absence (See Policy 1041 – Military Leave and Policy 1053 – Earned Leave). Inability to meet the fit-for-duty standards may result in a temporary reassignment, retraining, and/or the employee being removed from active duty up to separation from employment (see Policy 1033 – Transitional Duty Assignment). members must comply with all aspects of this policy, and failure to do so may result in disciplinary action (See Policy 1046 – Employee Discipline).

3. PROCEDURE

3.1 FIREFIGHTER MEDICAL EXAM

A designated Physician will make an individual assessment of each member and form a medical opinion on whether that member can safely perform the essential functions of their job. Based on the medical evaluation, the physician may request additional assessments and/or information before determining whether the member is medically cleared for duty. If the Physician has sufficient reason to determine that a member may not be able to safely perform the essential functions of their job, that member will be removed from their full duty assignment and temporarily placed in a modified work assignment based on the Physician's identified work restrictions (see Policy 1033 – Transitional Duty Assignment). The District will make a concerted effort to assist the member with improving their health and fitness and make reasonable accommodations so that the member can safely return to a full duty work assignment. However, return to a full duty work assignment is contingent upon receiving medical clearance from the Physician.

3.2 FIREFIGHTER MEDICAL EXAM RESULTS AND DOCUMENTATION

Following completion of the annual medical exam and, if needed, other required fit-for-duty medical evaluations, the Physician will send a Medical Tracking/Work Status Report to Human Resources identifying the member as being:

1. Medically cleared for duty.
2. Temporarily cleared for duty pending further information.
3. Not medically cleared for duty.

Each member will have the opportunity to review their Medical Tracking/Work Status Report.

Medically Cleared for Duty:

Member meets minimal health and fit-for-duty parameters; no medical follow-up is needed.

Temporarily Cleared for Duty Pending Further Information:

The physician has temporarily cleared the member as fit-for-duty pending further medical information and follow-up, but removal from full duty is not required. The Physician may make recommendations and refer the member for additional medical testing to further assess and evaluate the member's ability to safely perform the essential functions of their job. The time frames established by the Physician for any follow-up medical evaluations or submittal of any additional medical information must be met. Failure to meet follow-up medical evaluation time frames may result in reassignment to a Transitional Duty position until cleared by the Physician.

In these cases, the District will select the necessary medical providers and cover the costs of required additional medical information or follow-up. However, the District will not cover any other costs incurred by the member in voluntarily obtaining and releasing medical information and/or test results from the member's medical provider(s) as permitted in Appendix A. The Fire Chief will decide whether the member has been medically cleared for duty following receipt of the requested medical information. Additionally, the Fire Chief may continue the member on a Temporarily Cleared for Duty status while requesting additional medical information or follow-up if the information provided is insufficient for the Fire Chief to reasonably make a final decision.

Not Medically Cleared for Duty:

The Physician has determined that the member has health issues that make it unsafe for the member to perform the essential functions of their job. A member who is Not Medically Cleared for Duty must be removed from full duty assignment status while Human Resources engages in an interactive process to determine whether any reasonable accommodations can be made to allow the member to safely meet and perform the essential functions of their job. The Physician may provide the member with a mandatory referral for medical or fitness follow-up. The member must comply with all prescribed follow-up

appointments and assessments within the time frame established by the Physician performing the assessment, as set forth above.

These referrals are not punitive, but rather rehabilitative and preventative, to safely return the member to full duty status. The member may be assigned to transitional duty pending release to full duty. Medical conditions or medical findings that are deemed Workers Compensation or arise following the fit-for-duty evaluation will be addressed on a case-by-case and individual basis.

3.3 DISCLOSURE OF MEDICAL INFORMATION

Information and documents obtained, created, and submitted during fit-for-duty medical examinations are not for the purposes of medical treatment, but rather to evaluate if the member can safely perform the essential functions of their job, with or without reasonable accommodation. In cases where medical findings or conditions are detected that could affect a member's ability to safely perform the essential functions of their job, the District needs to have access to fit-for-duty medical examination information to properly evaluate whether or not the member can safely perform their duties with or without reasonable accommodation. However, some medical providers may consider information related to fit-for-duty medical examinations to be confidential and protected information. In these cases, the member may be requested to sign a Health Insurance Portability and Accountability Act (HIPPA) release or other consent or acknowledgment form. Agreeing to the release of necessary fit-for-duty medical examination information to the District, its agents, and contractors, including possible additional District-contracted physicians, and acknowledging that the member is presenting for the evaluation at the request of their employer rather than as a patient. Because the District must have the ability to access medical information related to fit-for-duty medical examinations of its members, employment is conditioned upon the member's full cooperation in participating in the fit-for-duty medical examinations. This includes completing and signing any necessary questionnaire forms, consent forms, acknowledgment forms, and release forms related to the fit-for-duty medical examinations.

In all cases, the Fire Chief will access and retrieve as little medical information on its members as is reasonably necessary and will treat this information in a highly sensitive manner. Only the Medical Tracking/Work Status Report form will be sent to the Fire Chief as a matter of routine process, and the Fire Chief will review no additional information; Unless additional information is needed to make an evaluation and/or decision about the member's fit-for-duty status and work clearance.

3.4 DAILY PHYSICAL TRAINING GUIDELINES

Daily physical training will include exercises that maintain or improve a member's flexibility, balance, coordination, muscular strength, muscular endurance, and anaerobic/aerobic capacity. It is the supervisor's responsibility to make a reasonable effort to provide 90 minutes of quality physical training (including recovery time) for each on-duty 24-hour shift. Supervisors may request guidance from their chain of command.

When choosing physical training, the Supervisor shall select activities that:

- Designed to maintain flexibility, balance, coordination, muscular strength, muscular endurance, and anaerobic/aerobic capacity
- Do not include activities such as any contact sport, swimming, or that require the use of a ball, racquet, paddle, stick, bat, club, flying disc, etc. Exceptions may be made based on Fire Chief approval.
- Do not significantly or negatively impact turnout or response times based on the activity's nature, logistics, or location

During physical training, Supervisors MUST:

- Ensure each member is wearing the approved District physical training uniform
- Preserve crew integrity to assure immediate availability to respond to calls
- Remain in the first due response area or coordinate alternative coverage with the Battalion Chief's approval
- Project a professional image
- Ensure no more than two crews are training at one location at one time
- Permit only Fire District personnel to participate in crew physical training unless pre-approved by District Management
- Fire District physical training may not interfere with the public's use of any facility

3.5 SAFETY

Supervisors are responsible for ensuring that all physical training is conducted safely. The following safety issues should be considered:

- Make sure the crew is familiar with fitness equipment and training principles
- Assure appropriate clothing, including shoes and any other needed personal protective equipment, is worn and in good repair
- Select an appropriate time and location to perform the activity – a location designed specifically for the training is preferred
- Promote the use of sunscreen for outdoor training and encourage hydration before, during, and after training

3.6 NON-FIRE DISTRICT FACILITY USE

Approved Exercise Facilities

The District will provide fitness equipment at fire stations where practical. Crews assigned to stations with fitness equipment or adjacent District facilities may not use commercial or private facilities.

Conduct

Conduct while using commercial or public exercise facilities will conform to District professional conduct policies (See Policy 1013-Conduct and Behavior).

3.7 DAY-ASSIGNED STAFF PHYSICAL TRAINING

Non-56-hour assigned members may be allowed up to 60 minutes per day (to include warm-up, primary activity, cool down, and shower) to perform physical training. Members will work with their Supervisor to establish a physical training schedule. District work assignments will take priority. All physical training must be structured and comply with the above-listed guidelines, safety, and conduct.

4. RESPONSIBILITIES

4.1 MEMBER'S RESPONSIBILITY

Each member is responsible for maintaining their own medical and physical fitness in order to perform the essential functions of their job effectively. The essential functions of firefighting duties are explained in the member's job description. Members are required to participate in authorized physical training as part of their work routine.

For 56-hour assigned personnel, the District's expectation is that 90 minutes of each 24-hour shift will be devoted to physical training. This includes a warm-up, primary activity, cool down, and clean-up (shower, etc.). The following members, regardless of assignment (40-hour or 56-hour), are required to receive fit-for-duty clearance following the annual firefighter medical examination:

- Fire Chief
- Assistant Chief
- Deputy Chief
- Division Chief
- Battalion Chief
- Captain
- Engineer
- Firefighter

4.2 SUPERVISOR'S RESPONSIBILITY

Supervisors are responsible for ensuring that all members who are required to pass a fit-for-duty medical examination participate in on-duty physical training. Participation in on-duty physical training is mandatory; however, individuals may select the type of physical training most beneficial to them in accordance with the Daily Physical Training Guideline listed in this policy.

Supervisors are also responsible for evaluating all members' ability to effectively perform the essential functions of their job during training, minimum company and individual standards evaluations, and actual incidents.

Supervisors are required to notify their chain of command if any member consistently demonstrates difficulty performing any of the essential functions of their job.

4.3 HUMAN RESOURCES' RESPONSIBILITY

The Human Resources Department will partner with the Battalion Chief in communicating and administering the Fit-for-Duty Policy. In particular, Human Resources will be involved in cases where a medical condition is identified that could affect a member's ability to safely perform the essential functions of their job. This effort may include a review of medical records, making arrangements for additional medical reviews or testing, transitional duty assignments and when necessary, making a determination as to whether or not reasonable job accommodations can be provided.

APPENDIX A: MEDICAL EXAMS

The Superstition Fire & Medical District understands the value and importance of our membership to the functioning of the District. Administration and the local Union have a continued dedication to the health and wellness of our members. There is a consistent strive to ensure our members are a valued resource to the District and have a vested interest in our members' well-being.

Firefighter Annual Physical – Medically Fit-for-Duty MINIMUM Requirements

The following elements of a medical exam meet all OSHA standards and medical screening and surveillance requirements for firefighters as well as aligning with NFPA 1582.

1. **Respiratory Questionnaire and Medical History** – *(Respirator Questionnaire as defined in 1910.134 App. C and OSHA 1910.120(f))* – Special emphasis on symptoms related to the handling of hazardous substances and known health hazards to assess fitness for duty, including the ability to wear required PPE, specifically SCBA, under hazardous conditions (i.e., temperature extremes) that may be expected at the worksite. History should include current exposures and be compared with baseline data. **No genetic or family medical history shall be requested.**

2. **Physical examination** – *(1910.120(f)(ii), referenced OSHA Guidance Manual for Hazardous Waste Site Activities, Chapter 5)*

    a. Vital signs, height, weight, temperature, pulse, and blood pressure

    b. Inspect head, eyes, ears, nose and throat

    c. Neck

    d. Cardiovascular: (Inspection, auscultation, percussion, palpation, and risk stratification for atherosclerotic cardiovascular disease)

    e. Pulmonary: (Inspection, auscultation, percussion, and palpation)

    f. Gastrointestinal: (Inspection, auscultation, percussion, and palpation)

    g. Genitourinary System

    h. Skin

    i. Lymph Nodes

    j. Neurological: (General assessment of major cranial/peripheral nerves [motor, sensory, reflexes])

    k. Musculoskeletal: (Assessment of overall range of motion of all joints)

3. **Vision Test** – (referenced OSHA Guidance Manual for Hazardous Waste Site Activities, chapter 5 Vision test should measure refraction, depth perception, and color vision. Vision quality is essential

to safety, the accurate reading of instruments and labels, the avoidance of physical hazards, and for appropriate response to color-coded labels and signals.

4. **Audiogram** – *(OSHA 29 CFR 1910.95 – Hearing and Conservation)* Tests should be performed at 500, 1000, 2000, 3000, 4000, 5000, and 6000 hertz per tone, in an approved booth.

5. **Labs** – *(OSHA 29 CFR 1910.120(f)(ii), referenced OSHA Guidance Manual for Hazardous Waste Site Activities, Chapter 5)*

   a. CBC – Complete Blood Count

   b. Comprehensive Metabolic Panel – a broad medical screening tool which checks kidney function, liver function, and electrolyte and fluid balance. A good test for surveillance due to exposures.

   c. Lipid Panel

   d. Urinalysis – Urine test indicates normal metabolic function and/or toxic substances and other possible health issues

   e. Thyroid Panel

   f. Vitamin D

   g. GGT – Gamma-glutamyl transpeptidase

   h. Hs-CRP – High sensitivity C-reactive protein

   i. HgA 1c – Hemoglobin A 1c

6. **Infectious Disease Prevention** – *(OSHA Blood Borne Pathogen Standard CFR 1910.1030)*

   a. PPD Skin test – tuberculosis screening test

   b. Vaccination – as needed or following occupational exposure

      i. Hepatitis B

7. **Tests to Determine Ability to Perform while Wearing Protective Equipment** – *(1910.120(f)(ii), referenced OSHA Guidance Manual for Hazardous Waste Site Activities, Chapter 5)* Required tests determine an employee's capacity to perform while wearing protective equipment.

   a. Pulmonary Function Test – (OSHA CFR 1910.134) Measurement should include FEV_1, FVC, and FEV_1 – to – FVC ratio.

   b. Cardiopulmonary Exercise Test with Electrocardiogram – measurement used to obtain VO_2 to access the cardiovascular, pulmonary, and muscular systems.

8. **Chest X-ray** – *(OSHA CFR 1910.134 and CFR 1910.120(f), referenced OSHA Guidance Manual for Hazardous Waste Site Activities, Chapter 5)* – Posterior/anterior chest view every four years or as indicated by Physician. Not be repeated more than once a year.

9. **Low Dose Computed Tomography** – CT Scan is required for members with more than 15 years of service.

*OSHA CFR 1910.134 (e)(ii) and CFR 1910.120 (f)(ii)(B) Allowance for further testing is based on the discretion of the examining physician in order to make a medical determination of fit-for-duty and to determine if the employee is at an increased health risk from working in a hazardous environment or emergency response and from respirator use. These tests could include:

- Coronary Calcium Score Test
- Echocardiogram
- Further evaluation by a medical specialist
- Heavy Metal Screen

The Physician will need to be able to document in medical notes any reasoning behind further testing based on updated medical history, exposure level of hazardous material, and/or results from tests that could indicate chronic illness.

These components meet the need in determining a firefighter's Fitness for Duty and participation in a medical surveillance program, as required for this profession by OSHA.

Family medical history or genetic information shall not be requested from the firefighter being evaluated.

Age, race, or gender shall not be considered as the basis for any decision including but not limited to, ordering any test of the firefighter being evaluated.

The Physician shall make an independent medical assessment based upon a reasonable degree of medical certainty about whether the firefighter being evaluated can safely perform the essential functions of his or her job without posing a significant safety and health risk to themselves, other members, or civilians.

Employees with a pre-existing medical condition may submit personal medical records or recent test results for the Physician to consider when determining fit-for-duty status. These materials must be submitted to the Physician prior to or during the first fit-for-duty appointment. As part of this process, the member may be required to sign a release of medical information form that has been approved by the District. Also, the member should understand that medical records provided to the Physician may also be released to the District and are no longer the confidentially protected medical information of the employee.

Pre-Hire Exams

Pre-hire medical exams will follow the same components of the medical exam listed above as well as a Functional Movement Screening/Strength Assessment.

Policy 101 – Chief Executive Officer

1. PURPOSE

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

2. POLICY

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

3. CHIEF EXECUTIVE OFFICER

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

Policy 310 – Grocery Shopping On-Duty

1. PURPOSE AND SCOPE

The purpose of this policy is to establish the guidelines for grocery shopping on-duty.

2. POLICY

It is the policy of the Superstition Fire & Medical District to allow companies to shop for groceries while on duty to meet the needs for the duration of their shift.

3. PROCEDURE

Company grocery shopping may be permitted under the following circumstances

1. One crew member shall remain with the unit at all times for apparatus security, response readiness and public/community outreach.
2. Apparatus shall not be parked in red zones or along red curbs directly in front of the store, in zones limited exclusively to the vehicles of disabled persons or any location that will restrict pedestrian or vehicular traffic.

Policy 909 – Personal Alarm Devices

1. PURPOSE AND SCOPE

The purpose of this policy is to safeguard members who are engaged in interior structural firefighting activities or other immediately dangerous to life and health (IDLH) conditions that require the use of a self-contained breathing apparatus (SCBA) by providing each member so engaged with a personal alarm device. Such devices may also be known as a Personal Alarm (or Alert) Safety System (PASS) device, an Automatic Distress Signal Unit (ADSU) or another telemetry system that is designed to monitor responder movement and alert others to a lack of movement.

2. POLICY

It is the policy of the Superstition Fire & Medical District to provide all members engaged in interior structural firefighting activities or other emergency operations that require use of an SCBA with a personal alarm device.

3. USE OF PERSONAL ALARM DEVICES

All personal alarm devices shall meet the requirements of the National Fire Protection Association (NFPA) 1982.

Members should wear a personal alarm device any time they are in atmospheres that are IDLH. The Incident Commander (IC) shall apply personnel accountability measures to track the entry and exit of members from hazardous areas. A personal alarm device should be viewed as a last resort for members to summon help when they are unable to notify others that they are in distress.

4. MAINTENANCE OF PERSONAL ALARM DEVICES

All personal alarm devices shall be repaired and maintained by qualified members or service representatives in accordance with manufacturer recommendations.

Governing Board Meeting – May 18, 2022
Agenda Item: 13

Agenda Item Title:
Possible vote to go into Executive Session (10.1) for personnel matters pursuant to A.R.S. § 38-431.03(A)(1) and legal advice pursuant to A.R.S. § 38-431.03(A)(3) and possible instructions from legal counsel pursuant to A.R.S. § 38-431.03(A)(4) re: Fire Chief John Whitney's employment contract;

Submitted By:
Legal Counsel William Whittington

Background/Discussion:
Note: Executive Sessions are confidential pursuant to A.R.S. § 38-431.03(C).
Note: Legal action involving a final vote or decision shall not be taken at an executive session**.**

Financial Impact:
N/A

Enclosure(s):
N/A

Recommended Motion:
"Motion to go into Executive Session (10.1) at (State Time) for personnel matters pursuant to A.R.S. § 38-431.03(A)(1) and legal advice pursuant to A.R.S. § 38-431.03(A)(3) **and possible instructions from legal counsel pursuant to A.R.S. § 38-431.03(A)(4)** ***re: Fire Chief John Whitney's employment contract;***

Governing Board Meeting – May 18, 2022
Agenda Item: 14

Agenda Item Title
Public Session. Discussion and possible action regarding possible revision to Fire Chief's employment contract.

Submitted By
Legal Counsel William Whittington
Anna Butel, Administrative Services

Background / Discussion

This motion contemplates the possible adoption of a semi-annual evaluation and salary adjustment.

Financial Impact(s)/Budget Line Item
n/a

Enclosure(s)
n/a

Recommended Motion
TBD -

Go to Item 15

Go to Agenda

Governing Board Meeting – May 18, 2022
Agenda Item: 15

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 – May 18, 2022
Agenda Item: 16

Agenda Item Title
New Business / Future Agenda Items

Financial Impact
N/A

Enclosure(s)
N/A

Recommended Motion:
"TBD"

Go to Item 17

Go to Agenda

Governing Board Meeting – May 18, 2022
Agenda Item: 17

Agenda Item Title
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

Go to Item 18

Go to Agenda

Governing Board Meeting – May 18, 2022
Agenda Item: 18

Agenda Item Title
Adjournment

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

Appendix A

A. **Board Meeting Minutes from April 20, 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)
April 20, 2022 Board Meeting Minutes

Superstition Fire & Medical District

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

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

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

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

Governing Board Meeting Minutes

April 20, 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, APRIL 20, 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 AND BEGAN AT 5:30 PM.

A. Call to Order

Chairman Chamberlain called the meeting to order at 5:33 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Connie Vandriel

C. Roll Call

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

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

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

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

   Seconded by Clerk Cross
   Vote 5 ayes, 0 nays, **MOTION PASSED.**

2. **Recognition of 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

3. **Call to the Public.**
None

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

Motion by Clerk Cross to approve all consent agenda items for April 20, 2022.

Seconded by Director Kurian
Vote 5 ayes, 0 nays, **MOTION PASSED**

5. **Discussion and possible approval of Policies 1014 Personnel Complaints; 1020 Grievance Procedure; 1033 Transitional Duty Assignments**

Motion by Director Kurian to approve policies 1014 Personnel Complaints; 1020 Grievance Procedure; 1033 Transitional Duty Assignments.

Seconded by Clerk Cross
Vote 5 ayes, 0 nays, **MOTION PASSED**

6. **Discussion and possible approval regarding Fire Board Members riding in District apparatus during public events.**

Fire Chief Whitney stated that Staff did a review of the Governing Board Bylaws of the A.R.S. statutes relating to the topic of campaigning. Staff is not recommending any changes at this time.

No Motion

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.**

Transportation Services Direct Billy Warren stated 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. The following items were discussed:

- Timeline
- Incremental Lease Costs
- Net Budgetary Impact

Motion by Clerk Cross 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 in the amount of $354, 050.00 subject to the terms of the District's non-appropriation provisions.

Seconded by Director Kurian
Vote 5 ayes, 0 nays, **MOTION PASSED**

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

Fire Chief Whitney stated that 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. Staff recommends a seven-year lease, with the first payment made in April 2023.

Motion by Clerk Cross to approve and sign the proposal from PNC Equipment Finance for the purchase of one 2023 Pierce Velocity Pumper through a capital lease in the amount of $859,922.81 subject to the terms of the District's non-appropriation provisions.

Seconded by Director House
Vote 5 ayes, 0 nays, **MOTION PASSED**

9. Senior Leadership Team Reports

<u>Fire Chief Report</u>

- Hiring & Promotion Interviews
- Strategic Planning
- Policy Revision
- Budget Management
- Gold Canyon Lion's Club
- Dolce Vita Grand Opening
- Meridian MHP
- American Legion Americanism Dinner
- Boys & Girls Club Charity Dinner
- TRT Graduation
- AJHS Senior Interviews
- Mariposa Point of Mesa
- Lost Dutchman Marathon Celebration Banquet
- Dispatcher Appreciation
- Governor's Prayer Breakfast
- Battle of the Badges

- Special Thanks for honoring one of our Member's family during a difficult time of loss:
  - Mesa Fire & Medical
  - Gilbert Fire & Medical
  - IAFF Local 2260
  - AFCA – AZ L.A.S.T.
  - Captain Rivera
  - Captain Rocha
  - Region
  - All SFMD Personnel

Emergency Services

Operations

- Renaissance Festival Totals
  - 265,000 attendees over 19 event days
  - 530 interactions with SFMD Personnel
  - MC261 generated 42 calls for service with 23 transports
  - 779 total staffing hours
  - 4 person crew
  - 1 UTV
  - 1 Type 6 brush truck

- Wildland Deployment - Uvalde, TX
  - 4 person crew
  - Captain Brian Logsdon
  - Captain Chris Furgeson
  - Engineer James Crowley
  - Firefighter Mark Widick
  - Brush 262 – Type 3 Engine
  - 21 day deployment due to return 4/23-4/24

- Monthly Incident Call Volume

Training

- Regional TRT Training tower drill at Chandler Training Facility
  - FF Ritschel and FF Philips graduated Phoenix Regional TRT 200 class
  - Recruit academy skills course, hose loads, 40hr IAFF Hazmat Training
  - SFMD attendance of live burns at Gilbert Training Facility complete
  - Captains Promotional Process

EMS

- Finishing Medical Director Meet & Greets with all the crews
- Completing EMS Continuing Education/ rolling out updated EMS equipment – Mass casualty system, supraglottic airway, and IO access device.
- Working on revamp of Continuous Quality Control to reflect new protocols
- Looking at Image Trend Changes that will assist crews with compliance with new protocols, Thank you to Captain Ehrlich (Light Duty) for your work on this and the CQI project.
- Have begun Vector solutions revamp with Lauren Daniel to improve EMS records management
- Working with Anna Butel on updating our EMS supplies contract to include an in-house pharmaceutical dispensing system reducing our ambulance hospital times.

Transportation Services

- Submitted a request for an automatic rate increase from AZDHS (11.65%). Request was granted.
- Awarded a grant from the American Ambulance Association for membership and "AAMBER" software. This software is vital to ensure accuracy when completing the upcoming Medicare Ground Ambulance Data Collection Project due in November of 2023.
- Attended the Medicare Ground Ambulance Data Collection Seminar and QA session.
- ROCC Ambulance Off-Load Plan goes into effect for SFMD on 4-28-2022
- Monthly Transport Volume

Support Services

- April Pool's Day
  - Saturday, April 30, 2022, at Superstition Aquatic Center
  - Due to lifeguard shortage (4 Sessions)
  - 0900-1000
  - 1015-1115
  - 1130-1230
  - 1245-1345
  - Chiefs Whitney & Mooney will be grilling hot dogs for the community event
- Future Community Projects / Apache Junction Apartment Homes

Administrative Services

- Anti-Discrimination & Anti Retaliation Training
- Captain Testing – List Establishment
- Firefighter Recruitment until 5/1/2022
- Submitted Gila River Grant on 3/22
- Completed 5-year Server Infrastructure Replacement Plan
- Upgraded the Photo Storage Server
- ImageTrend and Telestaff Enhancements
- Grant Planning Meetings

Financial Services

- FY2022/2023 Budget preparation and meetings with Budget Managers
- Finalized new Fire Billing System (goes live April 20), Zoom meeting April 21 for final training
- Participated in health insurance renewal team meetings in collaboration with Administrative Services and Labor

10. New Business / Future Agenda Items

Clerk Cross would like Staff to research how much it would cost to build a grill for use at Community Events.

Chief Whitney would like an agenda item for "Surplus Property" in the May, 18, 2022 Board Meeting.

11. Announcements / Document Signing

Chief Whitney stated we will post a Public Notice for the "April Pool's Day" event on Saturday, April 30, 2022.

12. Adjourn

Motion by Director House to adjourn the board meeting at 6:44 p.m.

Seconded by Clerk Cross
Vote 5 ayes, 0 nays**, MOTION PASSED**

Governing Board Approval:

_____

Board Clerk Jeff Cross
Sherry Mueller

Appendix B

B. United Healthcare Medical Insurance renewal confirmation for FY22/23

Submitted By
Fire Chief John Whitney
Finance Director Roger Wood

Background / Discussion
The SFMD leadership team has been working in conjunction with our health insurance broker Crest on the 2022/23 employee benefit package.

Financial Impact/Budget Line Item
100-10-53770-10 / 150-10-53770-10 Benefit Contributions
100-10-53910-10 / 150-10-53910-10 Medical Insurance

Enclosure(s)
United Healthcare Confirmation

Superstition Fire & Medical District

2022 Renewal Confirmation

7/1/2022

United Healthcare

Superstition Fire & Medical District

This document will confirm placement of the following plans and rates:

Coverage will be effective on: 07/01/2022 For a period of: 12 months

POLICY #: 914634

2022 Policy includes: Performance Funding and $25,000 Implementation Credit

• Please refer to renewal exhibit and plan documents for detailed benefit coverage.

Option 1: CHG3 Modified Rx Plan: 0I (Adv PDL)	
In Network Copays: PCP $20, SPC $40, OP D & C, IP D & C, UC $50, ER $250, MD D & C	
In Network Ded/Coins/OOP: Ded $1,000/$2,000 (Emb), Coins 80%, OOP $3,000/$6,000	
Drug Benefit: $10/35/70; 2.5 for M.O.	
Tier	Premium incl. Commissions/Fees
EE Only	$571.76
EE + 1	$1,383.65
Family	$2,086.92

Option 2: CHGM Modified Rx Plan: 0I- HSA (Adv PDL)	
In Network Copays: PCP D&C, SPC D&C, OP D&C, IP D&C, UC D&C, ER D&C, MD D&C	
In Network Ded/Coins/OOP: Ded $3,000/$6,000 (Emb), Coins 80%, OOP $4,000/$8,000	
Drug Benefit: $10/35/70 after deductible; 2.5 for M.O.	
Tier	Premium incl. Commissions/Fees
EE Only	$453.71
EE + 1	$1,097.98
Family	$1,656.04

Option 3: CHHA Modified Rx Plan: 0I-HSA (Adv PDL)	
In Network Copays: PCP D&C, SPC D&C, OP D&C, IP D&C, UC D&C, ER D&C, MD D&C	
In Network Ded/Coins/OOP: Ded $2,000/$4,000 (NonEmb), Coins 80%, OOP $3,000/$6,000	
Drug Benefit: $10/35/70 after deductible; 2.5 for M.O.	
Tier	Premium incl. Commissions/Fees
EE Only	$497.12
EE + 1	$1,203.03
Family	$1,814.50

Please contact me if you have questions or concerns.
In Good Health,

Kelly Kron | UnitedHealthcare | Employer & Individual | Strategic Account Executive |
1 East Washington Suite 1700 Phoenix, AZ 85004 | ✉ Kelly_Kron@uhc.com | ☎ Office: 602-255-8510
***Our* United Culture. The way forward.** ■ Integrity ■ Compassion ■ Relationships ■ Innovation ■ Performance

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Appendix C

C. Intergovernmental Agreement for Repair and Maintenance of Fire Apparatus and Equipment for the Town of Superior.

Submitted By
Fire Chief John Whitney
Fleet & Facilities Manager Vaughn Croshaw

Background / Discussion
The Fire District wishes to enter into an Intergovernmental Agreement with the Town of Superior for the Repair and Maintenance of their fire apparatus, and related fire equipment. This agreement would commence July 1, 2022 and would be in effect until June 30, 2025. Fire Chief John Whitney and our Fleet Supervisor Vaugh Croshaw have spoken with the Superior Fire Chief to discuss the details of this agreement. Both parties wish to enter into the attached agreement and it is not anticipated that the additional workload will encumber our Fleet Services personnel.

Financial Impact/Budget Line Item
Cost Recovery (+)

Enclosure(s)
Intergovernmental Agreement (IGA)

INTERGOVERNMENTAL AGREEMENT

Repair and Maintenance of Fire Apparatus and Equipment

Between

The **TOWN of SUPERIOR,** ARIZONA,
a municipal corporation of the State of Arizona

And

The **SUPERSTITION FIRE & MEDICAL DISTRICT,**
a political subdivision of the State of Arizona

DATED AS OF April 1, 2022

INTERGOVERNMENTAL AGREEMENT
FOR
REPAIR AND MAINTENANCE OF
FIRE APPARATUS AND EQUIPMENT

This Agreement is entered into effective as of April 1, 2022 by and between the Town of Superior, a municipal corporation of the State of Arizona ("Town"), and the Superstition Fire & Medical District, an Arizona fire district existing pursuant to the authority of Title 48, Chapter 5 of the Arizona State Revised Statutes ("SFMD") and collectively referred to as the Parties.

RECITALS

Whereas, the Parties each are authorized to provide fire and emergency medical services, and each have fire and rescue apparatus, fleet vehicles, and equipment reasonably necessary to perform those services (collectively the "apparatus"); and

Whereas, SFMD has a Fleet Maintenance Division directly supervised by a Fleet Services Supervisor, employs Emergency Vehicle Technicians ("EVTs"), uses fleet maintenance software tracking, and has specialized tools for the diagnostics, repair, and maintenance of its own apparatus and from time to time has provided repair and maintenance of the Town's apparatus; and,

Whereas, SFMD is familiar with the Town's apparatus; and

Whereas, Town is familiar with SFMD's Fleet Maintenance Division; and

Whereas, Town desires SFMD to provide repair and maintenance on the Town's apparatus; and

Whereas, SFMD has capacity to provide the Town with repair and maintenance services on the Town's apparatus; and

Whereas, each Party has determined that it is its bests interests and mutually beneficial to for SFMD to provide the Town with repair and maintenance services upon the terms and conditions as set forth in this Agreement; and

Whereas, it is the desire of SFMD and the Town to jointly exercise their powers pursuant to A.R.S. Sec. 11-952 and 48-805(B) to enter into an intergovernmental agreement for fleet maintenance services to be provided by SFMD to Superior Fire upon the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained herein, the parties hereby agree as follows:

1 ***Recitals.***

a. The Recitals set forth above are incorporated into the terms and conditions of this Agreement.

2 ***Effective Date and Duration.***

a. This Agreement shall be effective on the 1st day July 2022 and shall continue in full force and effect until the 30th day of June 2025.
b. This Agreement may be renewed by either party for up to two successive three-year terms provided the Parties mutually agree upon any changes to the rate schedule within 90 days of the expiration of then current term.
c. Either Party may cancel this Agreement with sixty (60) days written notice to the other party.
d. In the event of a material breach of any of the provisions in this Agreement, the non-breaching Party may terminate this Agreement by delivering written notice to the breaching party specifically stating the nature of the breach giving the breaching party 30 days to cure the breach. If the breach is not cured, this Agreement shall be deemed terminated.
e. In the event either Party fails to appropriate funds based on a reasonable determination by that Party that there are insufficient funds to meet its obligations underthisAgreement, the non-appropriatingParty shall immediately provide written notice to the other Party and then shall have the right to terminate the Agreement effect as of the last day of the fiscal period for which funds are legally available.
f. Upon cancellation or termination for any reason, Town shall pay SFMD all sums due and owing at the time of cancellation.

3 ***Budget.***

a. Each party represents that it has within its respective budget, sufficient funds to discharge the obligations and duties assumed under this Agreement. Should either party fail to obtain continued funding during the term of this Agreement through a failure of appropriation or approval of funds, or through other legal means, then this Agreement shall be deemed to terminate by operation of law.

4 ***Obligations of the Town.***

a. The Town shall pay SMFD for labor, parts, mileage and any other applicable costs as invoiced pursuant to the fee schedule then in effect. Payment from the Town shall / be due and payable to SFMD within 30 days of invoice.
b. The Town shall be responsible to deliver its apparatus to and pick up from SFMD's Fleet Service Center located at 1455 E. 18th Ave., Apache Junction, AZ.
   . In the event the Town cannot or does not deliver its apparatus to SMFD, the Town shall pay costs incurred by SFMD in obtaining and returning the Town's apparatus at the hourly rate then in effect plus $2 per mile travel costs for any SFMD service truck.
c. The Town shall provide SFMD a list of Town personnel who are authorized to approve repair and maintenance work from SFMD.
d. The Town shall provide SFMD prompt notification of any additions to or reductions from the Town's apparatus.
e. The initial rate schedule for work done by SFMD under this Agreement is as follows:
   i. Labor Rate: Monday-Thursday from 7 a.m. to 6 p.m. (excluding holidays) - $75.00/hr.

ii. Labor Rate: All other times - $110.00/hr.
iii. Parts and materials - Cost plus 10% handling charge
iv. For the first year of this Agreement, the Town's handling charge for parts shall be capped at $6,000.00.

f. The labor rates as set forth above may be increased by an amount up to 3% annually as mutually agreed upon by the Parties prior to July 1 of each year.

5 ***Obligations of SFMD***

a. At its Fleet Services Center, SFMD will perform routine repairs and maintenance for the Town's apparatus as may be requested by the Town as needed on 24-hour basis seven days a week.
b. SFMD will provide the Town with the same service standards and priority for out of service front line apparatus that would be expected of SFMD's own apparatus. In addition, non-emergency repairs shall be assigned the appropriate priority at the discretion of SFMD's Fleet Supervisor. Ultimately, the prioritization of the service on all apparatus shall be at the discretion of SFMD's Fleet Supervisor.
c. SFMD will promptly notify the Town of any repairs that fall outside SFMD's technician or shop equipment capabilities that would require outsourcing of the needed repairs
d. SFMD will perform repair and maintenance services consistent with manufacturers recommended maintenance schedules and applicable NFPA guidelines.
e. Repair and maintenance services will be performed only by qualified EVT certified technicians.
f. On an as needed basis, SFMD will provide repair and maintenance at the Town's facility located in Superior for apparatus that is not drivable or otherwise cannot be delivered to SFMD's Fleet Services Center.
g. In providing repair and maintenance services for the Town, SFMD in its sole discretion may, from time to time, obtain assistance or subcontract; however, in the event the cost of outside assistance exceeds $1,000, SFMD shall obtain the consent of the Town.
h. Individual purchases under this Agreement shall not exceed $5,000. Purchases exceeding $5,000 are subject to competition requirement and can only be made by the Contracting Specialists and Purchasing Agents from the Town within their delegated procurement authority.
i. SFMD shall maintain records of repairs and maintenance on the Town's apparatus on SFMD's computerized records system and shall provide the Town monthly summaries of the work.
j. SFMD shall provide the Town monthly invoices based on the rate schedule then in effect.

6 ***Indemnification.***

a. SFMD shall defend, indemnify, and hold harmless Superior Fire, its officers, agents, employees, elected and appointed officials, and volunteers, from and against all actions, lawsuits, losses and expenses (including court costs, expenses for litigation, and reasonable attorney fees), damages, claims, or other liabilities of any kind ("Liability") resulting from or arising out of this Agreement and/or SFMD's performance hereunder (including, without limitation, Liability on account of any injury, sickness, disease, or death of any person or damage, destruction, or loss of any property). The obligations of this indemnification provision shall not apply in the event that any such Liability is found to have resulted from the negligence or intentional misconduct of Superior Fire.

b. The Town shall defend, indemnify, and hold harmless SFMD, its officers, agents, employees, elected and appointed officials, and volunteers, from and against all actions, lawsuits, losses and expenses (including court costs, expenses for litigation, and reasonable attorney fees), damages, claims, or other liabilities of any kind ("Liability") resulting from or arising out of this Agreement and/or SFMD's performance hereunder (including, without limitation, Liability on account of any injury, sickness, disease, or death of any person or damage, destruction, or loss of any property). The obligations of the foregoing indemnification provision shall not apply in the event that any such Liability is found to have resulted from the negligence or intentional misconduct of SFMD.

c. The obligation to indemnify survives the termination of this Agreement.

7 ***Insurance.***

a. Each party represents that it shall maintain for the duration of this Agreement, sufficient policies of public liability insurance covering all its obligations undertaken in the implementation of this Agreement.

b. The Town is solely responsible for maintaining insurance on its apparatus to cover any damage that might occur while apparatus is being transported to or from SFMD or while being repaired by SFMD. SFMD is not responsible for personal property left on or in the Town's apparatus.

8 ***Notices.***

a. All notices or demands required under this Agreement from either party to the other shall be in writing and shall bedeemed to have been given when the notice is delivered in person or on the date deposited in the U.S. Mail addressed as follows:

TO SFMD: Fire Chief
Superstition Fire & Medical District
565 N. Idaho Road
Apache Junction, AZ 85119
(480) 982-4440

TO TOWN: Town Manager
Town of Superior
P.O.Box 218
199 N. Lobb
Superior, AZ 85173
(520) 689-5752

9 ***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 bindingagreement.
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 the Town nor shall the employees of the Town become employees of SFMD by virtue of this Agreement. Nothing in this Agreement shall be construed to create any partnership or joint venture between theParties.
e. Pursuant to A.R.S. Section 38-511, either party may cancel this Agreement for conflict of interest.

10 *Compliance with Legal Authorities.*

a. The parties shall each be responsible for their respective compliance with all requirements of any federal, state, county or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements including, but not limited to, the rules and regulations of the Arizona Department of Health Services.
b. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CPR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination."
c. Each party shall comply with the notice provisions of A.RS.§ 23-1022(e). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the incident command protocol in place, and said party shall have the sole responsibility for the payment of workers' compensation benefits or other fringe benefits of said employees.
d. This Agreement and all documents and instruments executed in furtherance hereof may be amended or supplemented only by an instrument in writing, signed by the parties against which enforcement thereof may be sought.
e. Titles and headings of the paragraphs contained herein are solely for the purpose of convenience and are not intended to in any way affect, control or limit the meaning or application of anysuch paragraph.
f. Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words or expressions.
g. The Parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them, or by any person acting for or on their behalf, which are not fully and completely set forth herein. This Agreement supersedes any terms, conditions, covenants or other documents or agreements between the Parties
h. This Agreement has been negotiated by the Parties and no Party has acted under compulsion or duress, economic or otherwise. The Parties waive any rule of interpretation which would construe any provision of this Agreement against any Party who drafted this Agreement.
i. This Agreement and all documents and instruments executed in furtherance hereof, and the

rights and obligations of the Parties hereunder, shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Arizona, statutory and decisional, in effect from time to time, without giving effect to principles of conflicts of law. All Parties consent to personal jurisdiction in Arizona, and venue for any action to enforce this Agreement shall be in Pinal County, Arizona.

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be executed this

14th day of April, 2022.

TOWN OF SUPERIOR

By: Mila Besich
Its: Mayor

SUPERSTITION FIRE & MEDICAL DISTRICT

Chairperson of the Board

The foregoing Intergovernmental Agreement between the Town of Superior and the Superstition Fire & Medical District has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Intergovernmental Agreement represented by

Board Clerk
Superstition Fire & Medical District

Stephen Cooper, Town Attorney
Town of Superior

SUPERSTITION FIRE & MEDICAL DISTRICT
AND
THE TOWN OF SUPERIOR

Town of Superior
PO Box 218
Superior, Arizona 85173

Todd Pryor, Town Manager

Mila Besich, Mayor

4/20/2022
Date

4-14-2022
Date

ATTEST:

Ruby Cervantes, Town Clerk

APPROVED AS TO FORM:

Stephen Cooper, Town Attorney

Appendix D

B. Discussion and possible approval of Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2022 / 2023 from the Pinal County Treasurer's Office.

Submitted By
Fire Chief John Whitney
Finance Director Roger Wood

Background / Discussion
This Combined Resolution is an annual requirement from the Pinal County Treasurer's Office. The purpose of the Resolution is for the District to provide direction as to who is authorized to approve the following types of transactions on behalf of the District:

1. Investment Resolution: Authorizes the Pinal County Treasurer's Office to invest on behalf of the District any/all excess funds in interest bearing securities as authorized by law.
2. Warrant Resolution: Identifies individuals who are authorized to provide warrant information including wires, voids, and/or stop payments to the Pinal County Treasurer on a daily basis.
3. Fund Transfer Resolution: Identifies individuals who are authorized to request the Pinal County Treasurer to process wire transfers, book transfers and/or EFT payments on behalf of the District.
4. Warrant Signature Resolution: Identifies (and provides specimen signatures) for those authorized to sign warrants on behalf of the District for the Fiscal Year 2022 / 2023.
5. List of Outside Bank Accounts: Identifies the outside bank accounts maintained by the District.

Financial Impact/Budget Line Item
N/A

Enclosure(s)
Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2022 / 2023

COMBINED R E S O L U T I O N AFFECTING
COUNTY TREASURER TRANSACTIONS
FOR FISCAL YEAR 2022-2023

COMES NOW the Governing Board of the Superstition Fire & Medical District of Pinal County, Arizona, and hereby declares that on the 18th day of May, 2022, at a duly called and noticed public board meeting, upon motion duly made, seconded and carried with a vote of _____ "Ayes" and _____ "Nays" this Board approved one or more of the following Resolutions affecting financial transactions with or by the Pinal County Treasurer for Fiscal Year 2022-2023.

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

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

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

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

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

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

****

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

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

Roger Wood_____ _____
Printed Name Signature

Michelle (Miki) Klemesrud_____ _____
Printed Name Signature

Lori Hlavin_ _____
Printed Name Signature

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

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

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

****

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

Roger Wood_ _____
Printed Name Signature

Michelle (Miki) Klemesrud_____ _____
Printed Name Signature

Lori Hlavin_ _____
Printed Name Signature

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

BE IT RESOLVED that the Governing Board hereby authorizes one or more of the foregoing persons to request that the Pinal County Treasurer process payments via Treasurer check, wire transfers, book transfers, ACH and/or EFT payments on behalf of the District on behalf of the district for the fiscal year, 2022-2023.

****

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

WHEREAS, it appears to be in the best interest of the district to authorize the below specified persons to sign warrants on behalf of the district for the fiscal year, 2022-2023;

BE IT RESOLVED that the Governing Board hereby authorizes the following persons to sign warrants on behalf of the district for the fiscal year, 2022-2023.

Kathleen Chamberlain_____	_____
Printed Name	Signature
Jeff Cross_____	_____
Printed Name	Signature
Jason Moeller__ _____	_____
Printed Name	Signature
Todd House_____	_____
Printed Name	Signature
Shawn Kurian_ _____	_____
Printed Name	Signature
Roger Wood__ _____	_____
Printed Name	Signature

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

Wells Fargo_ _____	Phoenix, AZ_ _____	Payroll Clearing Account_____
Bank Name	Bank Location (city/st)	Account Purpose
Wells Fargo_ _____	Phoenix, AZ_ _____	Electronic Deposit/ACH Payment Account
Bank Name	Bank Location (city/st)	Account Purpose
Wells Fargo_ _____	Phoenix, AZ_ _____	Lockbox Payment Account_____
Bank Name	Bank Location (city/st)	Account Purpose

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

Dated: _____ Approval for Fiscal Year 2022-2023

Kathleen Chamberlain, Director_ _____ _____
Name and Title: (Typed/Printed) (Signature)

Jeff Cross, Director__ _____ _____
Name and Title: (Typed/Printed) (Signature)

Jason Moeller, Director_ _ _____ _____
Name and Title: (Typed/Printed) (Signature)

Todd House, Director_ _____ _____
Name and Title: (Typed/Printed) (Signature)

Shawn Kurian, Director_ _____ _____
Name and Title: (Typed/Printed) (Signature)

WELLS FARGO

Amendment to Commercial Account Signature Card

1. Account Title(s)

Account #1: 9600119027 CoID: 259

Title Line 1: Pinal County
Customer's full legal name matching Customer's formation documents – 40 characters max.

Title Line 2: _____

Title Line 3: _____

Title Line 4: _____
If applicable, enter DBA name on last available title line.

2. Amendment to Account Signers - *Add*

Signer #1 _____ _____
Signature Printed Name

Signer role; please select one. If none selected, the default will be limited signer. Refer to section 4 for authority definitions.

☐ Limited Signer ☐ Authorized Signer

Internal use only: CIS customer number for above signer: _____

Signer #2 _____ _____
Signature Printed Name

Signer role; please select one. If none selected, the default will be limited signer. Refer to section 4 for authority definitions.

☐ Limited Signer ☐ Authorized Signer

Internal use only: CIS customer number for above signer: _____

Signer #3 _____ _____
Signature Printed Name

Signer role; please select one. If none selected, the default will be limited signer. Refer to section 4 for authority definitions.

☐ Limited Signer ☐ Authorized Signer

Internal use only: CIS customer number for above signer: _____

Signer #4 _____ _____
Signature Printed Name

Signer role; please select one. If none selected, the default will be limited signer. Refer to section 4 for authority definitions.

☐ Limited Signer ☐ Authorized Signer

Internal use only: CIS customer number for above signer: _____

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3. Amendment to Account Signers - *Delete*

Signer Name | Signer Name

4. Customer's Certification, Acknowledgement, and Agreement

By signing below, I certify that the Customer has designated each of the individuals named in Section 2 above as

a) a "Limited Signer" who is authorized, acting alone, to (i) sign checks drawn on the account(s) and (ii) instruct Wells Fargo with respect to stop payment order(s); or

b) an "Authorized Signer" who is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the accounts(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers between accounts on Business Online Banking, and (iv) perform other branch transactions in accordance with the customer's contractual arrangements with Wells Fargo.

Designating signers on the signature card does not authorize the signer to access CEO®.

Wells Fargo may obtain credit reports or other information about the customer. Wells Fargo may disclose information about each account to its affiliates, to credit reporting agencies, and to other persons or agencies that, in Wells Fargo's judgement, have a legitimate purpose for obtaining the information.

I acknowledge that the customer has received the Wells Fargo Commercial Account Agreement and agrees its terms and conditions, as amended from time to time, will govern the account(s).

Kelli Munroe
Printed Name

Deputy Treasurer
Position/Title

Signature

Date

5. Bank Use Only		
Banker Name: Mark Jebsen	Banker Telephone: +1 (602) 568-0767	Banker MAC: S4035-02D
AU: 64195	RAU: 64195	Officer #: 10414
Submitter Name: Raelene Syro	Submitter Phone: +1 (602) 282-1728	

Entity Name:

Fund Number:

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Appendix E

E. Ginco Plumbing Services contract extension for two (2) years: May 18, 2022 – May 18, 2024

Submitted By
Assistant Chief Richard Mooney

Background / Discussion
SFMD has decided to extend the expiring contract for plumbing services for another two years, from May 18, 2022 to May 18, 2024. The service and quick response by Ginco has made the decision easy to extend the contract another two years. After two years, SFMD will go out for RFP for plumbing services. There are no changes to the contract.

Financial Impact/Budget Line Item
Plumbing services are a paid-for services agreement with emergency services provided. The plumbing services are funded in the Facility Maintenance line item (110-10-56600-12).

Enclosure(s)
Contract Extension Agreement

Superstition Fire & Medical District
Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440 *Website | sfmd.az.gov*

Letter of Agreement to Extend Contract

Contract for Services Agreement

For

Professional Plumbing Services

Between

The Superstition Fire & Medical District, a political subdivision of the State of Arizona

And

Ginco Plumbing LLC

Business License: #276103

This letter of agreement extends the previous contract named Contract for Services Agreement for Plumbing Services with an original ending date of April 30, 2022, with the option to extend the contract for two years.

The contract extension is between the following parties named in the agreement attached.

(1) Superstition Fire & Medical District

(2) Ginco Plumbing LLC

New Contract Extension Agreement Dates

It is agreed that the Superstition Fire & Medical District and Ginco Plumbing LLC extend the contract for the following dates:

From

May 18, 2022

To

May 18, 2024

All terms and conditions stated in the original contract will remain the same for the new dates of this agreement extension.

Superstition Fire & Medical District

565 N. Idaho Road

Apache Junction, AZ 85119

Board Chair _____

Printed: _____

Board Clerk: _____

Printed: _____

Ginco Plumbing LLC

1395 E. 18th Ave.

Apache Junction, AZ 85119

By: _____

Its: _____

Appendix F

F. DocuSign – CLM Essentials Software Agreement

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

Background / Discussion
SFMD has been managing our contracts and agreements on our network. SFMD has grown and now has many agreements that need a process of ensuring our contracts are current. Additionally, our signing process is manual, making it difficult to get a fully executed document back and filed appropriately.

CLM Essentials is a solution that organizes and applies ownership, expiration dates, templates, and captures electronic signatures. This solution will ensure that agreements are timely, centrally located, and visiable to all necessary members.

SFMD is requesting authorization for the purchase of this solution.

Financial Impact/Budget Line Item
$14,384.00 / 100-10-62105-08 & 150-10-62105-08

Enclosure(s)
DocuSign Order Form

DocuSign, Inc.
221 Main Street, Suite 1550
San Francisco, CA 94105

Offer Valid Through: May 23, 2022
Prepared By: Brittany Rayman
Quote Number: Q-00765357

ORDER FORM

Address Information

Bill To:
Superstition Fire & Medical Authority
565 N. Idaho Rd.,
Apache Junction, AZ, 85119
United States

Ship To:
Superstition Fire & Medical Authority
565 N. Idaho Rd.,
Apache Junction, AZ, 85119
United States

Billing Contact Name:
Lauren Daniel
Billing Email Address:
lauren.daniel@sfmd.az.gov
Billing Phone:
4809824440

Shipping Contact Name:
Lauren Daniel
Shipping Email Address:
lauren.daniel@sfmd.az.gov
Shipping Phone:
4809824440

Order Details

Order Start Date: May 23, 2022
Order End Date: May 22, 2023
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Currency: USD

Products

Product Name	Start Date	End Date	Quantity	Net Price
eSignature Business Pro Edition - Envelope Subs.	May 23, 2022	May 22, 2023	500	$2,400.00
Premier Support	May 23, 2022	May 22, 2023	1	$1,224.00
DocuSign CLM Essentials - Standard User - Seat Sub.	May 23, 2022	May 22, 2023	10	$5,400.00
DocuSign CLM Essentials UAT Sandbox	May 23, 2022	May 22, 2023	1	$0.00
DocuSign CLM Essentials - View Only User - Seat Sub.	May 23, 2022	May 22, 2023	2	$360.00
eSignature QA Sandbox	May 23, 2022	May 22, 2023	1	$0.00
Getting Started with CLM Essentials	May 23, 2022	May 22, 2023	1	$5,000.00

Grand Total: $14,384.00

Product Details

eSignature Envelope Allowance: 500

Overage/Usage Fees

eSignature Business Pro Edition - Envelope Subs. (Per Transaction): $5.80

Order Special Terms

Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: https://www.docusign.com/company/terms-and-conditions/msa and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at https://www.docusign.com/company/terms-and-conditions/msa-service-schedules.

QA Sandbox is also subject to the Terms and Conditions for DocuSign Sandboxes available online at: https://www.docusign.com/company/terms-and-conditions/developers.

Billing Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?
Please select Yes or No:
If yes, please send the required tax exemption documents immediately to taxexempt@docusign.com.

Invoices for this order will be emailed automatically from invoicing@docusign.com. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No:

If yes, please complete the following:

PO Number:

PO Amount: $

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

Customer	**DocuSign, Inc.**
Signature:	Signature:
Name:	Name:
Job Title:	Job Title:
Date:	Date: