

VERSION 1.1

November 16, 2022



BOARD OF DIRECTORS MEETING

November 16, 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 NOVEMBER 16, 2022

Call in Phone Number: 480-646-1864

Access Pin: 1234

The Board will hold a meeting on Wednesday, November 16, 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 October 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 October 19, 2022
 - B. Purchase of Three Motorola All Bank Portable Radios
 - C. Intergovernmental Agreement for the Regional Metropolitan Phoenix Fire Service Automatic Aid
 - D. Firehouse Subs Grant Agreement
- 5. Loyalty Oath of Office for two Board Members for a new four-year term.**
- 6. Discussion and possible action regarding a date change for the Wednesday, December 21, 2022 Board of Directors Meeting.**
- 7. Discussion and possible approval regarding the ARPA Agreement with Pinal County**

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

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

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

8. Discussion and possible action regarding the Fire Chief's annual evaluation process.

9. Reports.

Senior Leadership Team (SLT):

Fire Chief John Whitney

Assistant Chief Brian Read

Transportation Services Director Billy Warren

Assistant Chief Richard Mooney

Administrative Services Director Anna Butel

Finance Director Roger Wood

Captain John Walka

10. New Business / Future Agenda Items.

11. Announcements and Document Signing.

12. Adjourn

NOTICE: The Governing Board may go into executive session for the purpose of obtaining legal advice from the Fire District's attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

One or more members of the Governing Board may attend the meeting telephonically.

Governing Board meeting agenda dated and posted (at least 24-hours before the scheduled meeting date and time).

Posted on: November 15, 2022

At: 0900 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 – November 16, 2022

Agenda Item: 1

Agenda Item Title

Review and approval of the October 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) and Certificates of Participation Reserve (700) 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) and Certificates of Participation Reserve (700) Funds between the Pinal County Treasurer's monthly bank statement and the District's Fund balance sheet report is provided. To signify Board approval of the monthly financial statements and bank reconciliations, the Board Chairman is requested to sign the attached Letter of Acceptance which will be kept on file at the District.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

*Monthly Financials provided under separate cover

Recommended Motion

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



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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 **October 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
 - g. Certificates of Participation Reserve (700) Fund

Kathleen Chamberlain, Board Chair

Date



October 2022

Governing Board Meeting – November 16, 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.

November Anniversaries

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

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

9 Years: Fleet and Facilities Support Specialist **Jenn Burke**

7 Years: EMT **Ron Demarzo**

EMT **Justin Mueller**

Paramedic **Jim Tucci**

5 Years: Paramedic **Jake Millan**

Firefighter **Lucas Martinez**

Firefighter **Mark Nelson**

2 Years: Firefighter **Benjamin Young**

1 Year: Human Resources Manager **Alena Sampson**

Special Recognition of Todd House – Board Member for 16 Years



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Governing Board Meeting – November 16, 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



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Governing Board Meeting – November 16, 2022

Agenda Item: 4

Agenda Item Title

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

- A. Board Meeting Minutes from October 19, 2022 – **Appendix A**
- B. Purchase of Three Motorola All Bank Portable Radios - **Appendix B**
- C. Intergovernmental Agreement for the Regional Metropolitan Phoenix Fire Service Automatic Aid - **Appendix C**
- D. Firehouse Subs Grant Agreement - **Appendix D**

Background/Discussion

The consent agenda allows the Board of Directors (BOD) to consider contracts, purchases, and other routine administrative matters having authorized funding within the current fiscal year budget as a single decision. Items may be withdrawn from the consent agenda and discussed separately upon request by any member of the BOD or staff. Information for each consent agenda item and corresponding supporting document is within the packet.

Recommended Motion

“Motion to approve the consent agenda items for November 16, 2022.”



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Go to Appendices

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Governing Board Meeting – November 16, 2022

Agenda Item: #5

Agenda Item Title

Loyalty Oath of Office for two Board Members for a new four-year term

Submitted By

Board Secretary Sherry Mueller

Background/Discussion

New Board Member: Connie Van Driel

Current Board Member: Kathleen Chamberlain

Enclosure(s)

Recommended Motion

"No Motion"



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OATH OF OFFICE

Kathleen Chamberlain

Board of Directors, Superstition Fire & Medical District

I, the undersigned, hereby execute this document in compliance with A.R.S. §38-231:

OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH; FORM; CLASSIFICATION; DEFINITION

A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.

B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.

C. Any officer or employee having taken the form of oath or affirmation prescribed by this section, and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism as defined in section 13-2301 the government of this state or of any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.

D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.

E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation:

STATE OF ARIZONA, COUNTY OF PINAL I, **Kathleen Chamberlain**, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona, that I will bear true faith and allegiance to the same and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of **Board of Directors, Superstition Fire & Medical District** according to the best of my ability, so help me God (or so I do affirm).

(signature of officer or employee)

For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full-time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district, public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

Subscribed and sworn (or affirmed) to before me on this _____ day of _____, 2022.
(SEAL)

Notary Public

OATH OF OFFICE

Connie Van Driel

Board of Directors, Superstition Fire & Medical District

I, the undersigned, hereby execute this document in compliance with A.R.S. §38-231:

OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH; FORM; CLASSIFICATION; DEFINITION

A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.

B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.

C. Any officer or employee having taken the form of oath or affirmation prescribed by this section, and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism as defined in section 13-2301 the government of this state or of any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.

D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.

E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation:

STATE OF ARIZONA, COUNTY OF PINAL I, **Connie Van Driel**, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona, that I will bear true faith and allegiance to the same and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of **Board of Directors, Superstition Fire & Medical District** according to the best of my ability, so help me God (or so I do affirm).

(signature of officer or employee)

For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full-time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district, public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

Subscribed and sworn (or affirmed) to before me on this _____ day of _____, 2022.
(SEAL)

Notary Public

Governing Board Meeting – November 16, 2022

Agenda Item: #6

Agenda Item Title

Discussion and possible action regarding a date change for the Wednesday, December 21, 2022 Board of Directors Meeting.

Submitted By

John Whitney, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

Recommended Motion

"Motion to change the date of the December 2022 Board Meeting to _____ at _____p.m."



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Governing Board Meeting – November 16, 2022

Agenda Item: #7

Agenda Item Title

Discussion and possible approval regarding the ARPA Agreement with Pinal County

Submitted By

Fire Chief John Whitney

Background/Discussion

SFMD has been awarded \$990,906.00 through the American Rescue Plan Act as a sub-recipient. SFMD wishes to enter into this agreement with Pinal County. Pinal County will distribute funding that it has received from ARPA of 2021 H.R. 1319; Title IX – Committee on Finance; Subtitle M Coronavirus State and Local Fiscal Recovery Funds; Section 9901, Coronavirus State and Local Fiscal Recovery Funds.

The funding through ARPA is for the purchase of an ambulance and recovery of payroll costs that occurred during the pandemic.

Financial Impact(s)/Budget Line Item

(\$990,906.00) (Grant)

Enclosure(s)

Sub-recipient Agreement

Recommended Motion

"Motion to approve the sub-recipient agreement between SFMD and Pinal County"



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SUBRECIPIENT AGREEMENT

This AGREEMENT is made effective this _____ day of _____, 2022, (“Effective Date”) between Pinal County, a political subdivision of the State of Arizona (hereinafter referred to as “Pinal County”) and Superstition Fire and Medical District, a political subdivision of the State of Arizona (hereinafter referred to as “SFMD” or “Sub Recipient”).

RECITALS

WHEREAS, Pinal County has received money from the American Rescue Plan Act of 2021 (hereinafter referred to as “ARPA”), H.R. 1319; Title IX—Committee on Finance; Subtitle M—Coronavirus State and Local Fiscal Recovery Funds; Section 9901, Coronavirus State and Local Fiscal Recovery Funds; and

WHEREAS, the U.S. Department of the Treasury has published final rules to implement the ARPA (Federal Register / Vol. 87, No. 14 / Thursday, January 27, 2022, 31 CFR Part 35 / (Rules and Regulations); and

WHEREAS, the ARPA funds may be used to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including expenses incurred for public health and safety such as costs of Covid-19 mitigation and prevention and expenses to support public sector capacity and work force; and

WHEREAS, § 35.6(b)(3)(i) and (b)(3)(ii)(E) of the Treasury Department’s final rules identify payroll costs for public health and safety and costs for Covid-19 mitigation and prevention as acceptable programs and services for which ARPA funds may be used; and

WHEREAS, during the COVID-19 pandemic SFMD reported an increase in ambulatory services due to Covid-19 calls; and

WHEREAS, the purpose of this Agreement is to respond to the public health emergency caused by COVID-19, and to provide funds to assist in the economic recovery from the pandemic. Therefore time is of the essence and the speedy use of these funds is vital to the effectiveness of the ARPA; and

WHEREAS, SFMD provides services that include medical response related to Covid-19, and the ARPA funds expended in this Agreement will be used by SFMD to address these public health needs. Specifically, SFMD intends to use the funds to purchase an ambulance and pay for staffing of the ambulance for the purpose of effective emergency response services; and

WHEREAS, the funds must be used for costs incurred between March 3, 2021 and December 31, 2024. The funds must be obligated by December 31, 2024 and expended no later than December 31, 2026; and

WHEREAS, the Federal Government’s published reporting requirements for the use of ARPA funds include, but are not limited to; Code of Federal Regulations, 2 CFR Part 200

(<https://ecfr.federalregister.gov/current/title-2/subtitle-A>), information from the General Services Administration (<https://sam.gov/fal/7cecfdef62dc42729a3fdcd449bd62b8/view>), Compliance and Reporting Guidance (<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>) from the Department of the Treasury, the 2020 OMB Compliance Supplement Part 3, Compliance Requirements for 2 CFR Part 200, Appendix XI, issued on August 18, 2020 (https://www.whitehouse.gov/wp-content/uploads/2020/08/2020-Compliance-Supplement_FINAL_08.06.20.pdf), and memorandums from the Office of Management and Budget (<https://www.whitehouse.gov/wp-content/uploads/2020/04/Implementation-Guidance-for-Supplemental-Funding-Provided-in-Response.pdf>, and https://www.whitehouse.gov/wp-content/uploads/2021/03/M_21_20.pdf); and

WHEREAS, the ARPA funds are to be used within the geographical boundaries of Pinal County, and for the benefit of residents of Pinal County; and

WHEREAS, Pinal County is authorized to distribute the ARPA funds to sub-recipients. Sub-recipients are required to use ARPA funds to accomplish the purposes of the ARPA; and

WHEREAS, SFMD wishes to become a sub-recipient of ARPA funds and has requested \$990,906.00.

WHEREAS, the ARPA funds are subject to repayment if they are not spent consistent with the purposes, laws, rules, and guidelines of the ARPA.

WHEREAS, Pinal County and Sub Recipient believe the use of the funds pursuant to this Agreement is allowed by the laws, rules, and guidelines of the ARPA.

WHEREAS, Pinal County has the authority to enter into this Agreement pursuant to the ARPA, and A.R.S. §§ 11-201, and 11-251.

AGREEMENT

NOW THEREFORE, Pinal County and Sub Recipient, in consideration of the mutual covenants set forth herein, agree to be legally bound as follows.

1. Incorporation of Recitals

- a. The Recitals set forth above are incorporated into this Agreement.

2. Duration of this Agreement

This Agreement shall commence on the Effective Date and shall remain in effect until the end of the Federal Government's right to audit and require the return of any misspent funds.

3. Termination

- a. If either party fails to perform its respective obligations herein, the non-defaulting party shall give written notice of the default to the defaulting party. If the default is not cured within thirty (30) days of receipt of the notice of default, the non-defaulting party may terminate this Agreement upon written notice of termination delivered to the defaulting party. Any termination of this Agreement shall not relieve the parties of responsibility for obligations incurred prior to the effective date of the termination. Further, any monies not properly spent by Sub Recipient prior to termination shall be returned to Pinal County no later than ten (10) days from the date of termination. Paragraphs 6(e), 6(f), 6(g) and (7) shall survive the termination of this Agreement.

4. Conflict of Interest

- a. This Agreement is subject to cancellation under the conflict of interest provisions of A.R.S. § 38-511.

5. Duties of Pinal County

- a. Pinal County agrees to provide the ARPA funds as outlined in this Agreement.
- b. Pinal County has reviewed the November 29, 2021 funding request submitted by Sub Recipient identifying projects it intends to accomplish with the ARPA funds. Only after Pinal County has approved Sub Recipient's request can any ARPA monies be spent.
- c. Upon Sub Recipient providing Pinal County with documentation confirming payment for the project or purposes of this Agreement, Pinal County will reimburse Sub Recipient with ARPA funds within thirty (30) calendar days.
- d. Pinal County shall comply with the Federal Government's reporting requirements for the ARPA (including 2 CFR 200.1).
- e. Pinal County shall monitor the use of these ARPA funds by Sub Recipient, consistent with the Federal Government's requirements (including 2 CFR 200.332).

6. Duties of Sub Recipient

- a. Sub Recipient agrees to expend these ARPA funds solely for the following purposes:
 - i. Purchase of an ambulance
 - ii. Staff salaries and employee related expenses to staff the ambulance services
- b. Sub Recipient's use of the ARPA funds shall be abide by all laws, rules, and guidelines of the Federal Government for these ARPA funds.

- c. Sub Recipient shall provide in a timely manner any information Pinal County needs to comply with the Federal Government's reporting requirements (including 2 CFR 200.1 and 2 CFR 200.332). This includes, but is not limited to; providing copies of contracts, contract amendments, line-item detail of project budgets, receipts, invoices, packing slips, purchase orders, and payments.
- d. Sub Recipient shall comply with, and assist Pinal County in complying, any Federal Government Audit requirements (including 2 CFR Part 200, Subpart F). Sub Recipient shall keep and maintain proper and complete books, records, files, and accounts of all its operations, which shall be open for inspection and audit by Pinal County or its auditors, at all reasonable times. All books, accounts, reports, files and other records relating to this Agreement shall be subject to inspection and audit by Pinal County for the later of three years after completion of the Agreement or the last date of the Federal Government's auditing of the use of ARPA funds.
- e. Sub Recipient shall reimburse Pinal County for any and all use of these ARPA funds in the event that the Federal Government determines the use did not comply with the ARPA laws, rules, and guidelines. The intent of the parties is that Sub Recipient will reimburse Pinal County within a timeframe that allows Pinal County to use the reimbursed funds to refund the money to the U.S. Department of the Treasury, as required by the ARPA.
- f. Sub Recipient shall comply with the Federal Government's requirements regarding the purchase, use, and disposition of real property and/or equipment. This includes, but is not limited to, the following:
 - i. Equipment and real property acquired with these funds must be used solely for the purpose(s) stated in this Agreement and consistent with the ARPA.
 - ii. Any purchase, use, and disposition of equipment or real property with these funds must comply with the Uniform Guidance at 2 CFR Part 200, Subpart D (including 2 CFR 200.311 and 2 CFR 200.313).

7. Indemnification

- a. To the fullest extent allowed by law, Sub Recipient shall indemnify, defend, and hold harmless Pinal County, its officials, board members, officers, agents and employees, from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any attorney's fees, litigation expenses and/or arbitration expenses, which may be brought or made against or incurred by Pinal County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, by reason of any omission, professional effort, fault, mistake or negligent act, whether active or passive, of Sub Recipient, its employees, agents or representatives or subcontractors, their employees, volunteers, agents or representatives in connection with or incident to the performance

of this Agreement. Such indemnity shall not be limited by reason of remuneration of any insurance coverage herein provided. Every provision of this indemnification paragraph shall survive the termination of this Agreement.

8. Governing Law

- a. This Agreement is executed in the State of Arizona and this Agreement and every matter or thing arising therefrom shall be construed in accordance with the laws of the State of Arizona. In the event of litigation, jurisdiction and venue shall be Pinal County.

9. Alternative Dispute Resolution

- a. Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

10. Entire Agreement

- a. This Agreement contains the entire, integrated agreement of the parties and there are no oral agreements, understandings, or representations relied upon by the parties. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral.

11. Amendments and Modifications

- a. No modification or amendment of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced.

12. Notice

- a. All notices and other communication authorized or required in this Agreement shall be in writing and shall be deemed to have been given when delivered personally or deposited in the United States mail in a postage pre-paid envelope addressed to the other party to the address provided herein.

Pinal County

Heather Patel
Pinal County Grants Manager
P.O. Box 1348
Florence, AZ 85132

**Superstition Fire and Medical
District**

John Whitney
Fire Chief
565 N. Idaho Road
Apache Junction, AZ, 85119

13. Assignability

- a. Sub Recipient agrees that it shall not assign, sublet, subcontract or transfer its interest in this Agreement without the written consent of the Pinal County Board of Supervisors.

14. Successors and Assigns

- a. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

15. Waiver

- a. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other subsequent breach of the Agreement.

16. Severability

- a. In case one or more provision of this Agreement is held invalid or voidable, the validity of the remaining provisions shall not be affected thereby, and the Agreement shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

17. Legal Agreement

- a. This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.

APPROVALS

By the signatures below of their duly authorized officials, the parties agree to, and accept, the terms of this Agreement.

**Pinal County, Arizona, a political
subdivision of the State of Arizona**

**Superstition Fire and Medical District, a
political subdivision of the State of Arizona**

By: _____

Jeffrey McClure, Chairman
Pinal County Board of Supervisors

By: _____

Kathleen Chamberlain, Board Chair
Superstition Fire and Medical District

Date: _____

Date: _____

This Agreement has been reviewed by the undersigned counsel who have determined that it is in appropriate form and within the powers and authority granted to each counsel's respective Party.

Attorney for Pinal County
Kent Volkmer
Pinal County Attorney

Attorney for Sub-Recipient
Attorney/Firm Name

By: _____

Kevin Costello, Deputy County Attorney

By: _____

Name, Title

Date: _____

Date: _____

Attestation

By: _____

Natasha Kennedy, Clerk
Pinal County Board of Supervisors

EXHIBIT A

I. SUBRECIPIENT INFORMATION

Organization Name	Superstition Fire and Medical District
Address	565 N. Idaho Road
City, State, Zip Code	Apache Junction, AZ 85119
Telephone	480-982-4440
Contact Person	Chief Whitney
Tax Identification #	86-0311208
UEI	SBEMPXSDCX49

II. PROGRAM INFORMATION

Grant	American Rescue Plan Act State and Local Fiscal Recovery Funds
Date of Agreement	5/13/2021
Pinal County Award	\$89,891,338
Amount to Subrecipient <ul style="list-style-type: none">AmbulanceStaff salaries and EREs	<div>\$411,285</div> <div><u>\$579,621</u></div>
Total Amount to Subrecipient	\$990,906
CFDA #	21.027
Period of Performance	March 1, 2021 – December 31, 2024
Budget Period	March 1, 2021 – December 31, 2026

Governing Board Meeting – November 16, 2022

Agenda Item: #8

Agenda Item Title

Discussion and possible action regarding the Fire Chief's annual evaluation process.

Submitted By

Board Chairman Chamberlain

Background/Discussion

As part of the Fire Chief's contract, the SFMD Board of Directors will conduct an annual evaluation. The evaluation form lays out goals and objectives for the Fire Chief on an annual basis. This form will create a record of those goals and feedback the Chief receives.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Fire Chief Evaluation Form

Recommended Motion

TBD



Go To Item 9

Go to Agenda

Agenda Item Title

Reports

Background / Discussion

This item is for the fire chief and his staff to share information with the Board of items occurring within, or related to, the fire district. Any item shared is for information only. Upon request of the Board, any item shared during this agenda item may be moved to the agenda for future meetings. Board discussion, other than clarifying questions, cannot occur and no action, position, or direction may occur until the specific item is placed on the agenda.

- **Senior Leadership Team**
- **Labor**

Recommended Motion:

N/A



Go to Item 10

Go to Agenda

Governing Board Meeting – November 16, 2022

Agenda Item: 10

Agenda Item Title

New Business / Future Agenda Items

Financial Impact

N/A

Enclosure(s)

N/A

Recommended Motion:

"TBD"



Go to Item 11

Go to Agenda

Governing Board Meeting – November 16, 2022

Agenda Item: 11

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 12

Go to Agenda

Governing Board Meeting – November 16, 2022

Agenda Item: 12

Agenda Item Title

Adjournment

Recommended Motion:

"Motion to adjourn the Board meeting."



[Go to Agenda](#)

Appendix A

A. Board Meeting Minutes from October 19, 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)

October 19, 2022 Board Meeting Minutes





Superstition Fire & Medical District

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

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Governing Board Meeting Minutes

OCTOBER 19, 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, OCTOBER 19, 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 5:30 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Mike Farber

C. Roll Call

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

Senior Leadership Team in attendance were Fire Chief John Whitney, Assistant Chief Richard Mooney, Transportation Services Director Billy Warren, Finance Director Roger Wood, Chief Dave Pohlmann and Captain John Walka. Also in attendance was Sherry Mueller, Human Resources Generalist / Board Secretary. Attorney William Whittington attended via conference phone.

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

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

Seconded by Director Moeller

Vote 5 ayes, 0 nays, MOTION PASSED.



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

October Service Anniversaries

23 Years:

Engineer / Paramedic **Mitch McCollough**
Captain / Paramedic **Craig Horvath**
Battalion Chief EMS **Dave Pohlmann**
Captain / Paramedic **Jeremy Rocha**

15 Years:

Captain **Chris Robson**
Captain / Paramedic **John Walka**

8 Years:

Captain / Paramedic **Jay Nelson**
Engineer / Paramedic **Jason Chapman**
Engineer / Paramedic **Colt Weddell**
Firefighter / Paramedic **Andrew Tryon**
Firefighter / Paramedic **Sean Matuszewski**

7 Years:

Engineer **Trey Schow**
Firefighter / Paramedic **Wes Fimbrez**
Firefighter **Trace Leggett**
Fire Mechanic II **Roger Nasello**

6 Years:

EMT **Sarah Koupal**

5 Years:

Engineer **Chris Wohlforth**

4 Years:

Firefighter **Shane Gereg**
Paramedic **Ryan Markham**

3 Years:

Firefighter **Sedona Aulik**
Firefighter / Paramedic **Joe Potter**

2 Years:

Firefighter / Paramedic **Sophie Boukatch**
Firefighter **Caleb Brown**



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2 Years:

Firefighter **Anthony Pezzino**
Firefighter **Luke Mays**

Promotions / Pinning's

Captain **Jay Nelson**
Engineer **Mark Nelson**

3. Call to the Public.

Former Fire Chief Mike Farber thanked Board Director Todd House for his 16 years of service to the Superstition Fire & Medical District Board of Directors, as Director House did not run for re-election in 2022. Director House's last Board Meeting will be on November 16, 2022. Chief Farber talked about several things that were accomplished during the last 16 years while Director House was on the Board. Chief Farber also welcomed Connie Van Driel to the Board.

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

- A. Board Meeting Minutes from September 21, 2022
- B. Executive Session Minutes from September 21, 2022
- C. Special Board Meeting Minutes – Public Session from October 10, 2022
- D. Executive Session Special Board Meeting Minutes from October 10, 2022
- E. Stryker Service Agreement Renewal
- F. Thunder Mountain Middle School Sublease Agreement with AJUSD
- G. Disposition of Surplus Vehicle: C-68 (2007) Pierce Contender GMC 1500
- H. 2022 Festival of the Superstitions; Medical Staffing Agreement

Motion by Clerk Cross to approve all consent agenda items for October 19, 2022.

Seconded by Director House and Director Moeller

Vote 5 ayes, 0 nays, MOTION PASSED

5. Discussion and possible approval of Policy: 103 Policy Manual.

Motion by Director Moeller to approve Policy: 103 Policy Manual.

Seconded by Director House

Vote 5 ayes, 0 nays, MOTION PASSED



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6. Discussion regarding the Fire Chief's annual evaluation process.

Chief Whitney addressed the Board and said the Chief evaluations are to be completed each year by January. Human Resources Manager Alena Sampson provided evaluation packets to each Board Member and explained how it will work. The Fire Chief will complete a self-evaluation and provide it to the Board by the November 16, 2022 Board Meeting. At that time, the Board Members can complete their evaluations by the December 21, 2022 Board Meeting, at which time, they will go in to Executive Session to complete the Fire Chief Evaluation per contract.

No Motion

7. Discussion and possible approval of the Affidavit of Compliance for the Board of Supervisors in Pinal and Maricopa Counties.

Motion by Director Moeller to approve the Affidavit of Compliance for the Board of Supervisors in Pinal and Maricopa Counties.

Seconded by Director Kurian

Vote 5 ayes, 0 nays, MOTION PASSED

8. Senior Leadership Team Reports

Fire Chief Report

- Grants – Firehouse Subs
- TMMS Agreement
- Special Event Discussions
- DHS Bed Delay Discussion
- Pinal County Meetings
- Budget Managers
- Captain's Meetings
- Budget Managers
- Captain's Meetings
- Chief Executive Officer Program – Charter Class
- Community Awards
 - Tina Gerola – AJ Chamber of Commerce – Community Educator of the Year
 - Colt Weddell – AJ Chamber of Commerce – Firefighter of the Year
- Special Thanks
 - City of Apache Junction
 - Apache Junction Unified School District
 - Pinal County Supervisor Serdy & Staff



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Emergency Services – Operations

- Conflict Resolution – 2022 Captain Promotional Prep
- Tactical Sets and Reps – 2022 Captain Promotional Prep
- Special Events Task Force Meeting
- Public Land Managers, State, Counties & Cities Meeting
- Apache Junction City Council Work Session

Emergency Services – Significant Incident

- Covina Street, Mesa
 - Patio fire with no extensions
- Hilton Road, Apache Junction
 - Lightning strike to palm tree
 - No extensions to structure
- AZ 88 – Single vehicle rollover – required low-angle rescue
- Pioneer Street – Working fire – two-story residential-quick knockdown – no civilian or Firefighter injuries
- Monthly Incident Call Volume

Emergency Services – Training

EVRA 2002-2

- Andrews, Hammer, Ta'ase, Avakian
- RTO Elliott
- Week 8
 - Midterm exam
 - Hazmat 40 hour cert
 - Functional skill sets
 - Live burns
- Captains Promotional Practical
 - Conflict Resolution
 - VICC Sets / Reps
- TRT 200 Class
 - Firefighter Kevin Montgomery
 - Firefighter Wes Fimbres
- Wildland Train / Trainer
 - Captain Lance Frawley
 - Firefighter Caleb Brown
- Monthly & Year-to-Date Training hours



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Transportation Services

- Paramedic Interviews
- New hire training for Paramedic Isabelle Worden
- DHS Inspection of units C-87 and C-88
- Numerous regional meetings
- Continuing work with Finance regarding Medicare Ground Ambulance Data Collection System
- Monthly Call Volume
- CON Compliance

Support Services

- September Support Services Data
 - 24 Plan Reviews
 - 10 Environmental Requests / Permits
 - 7 Car Seat Installations
 - 21 Inspections
 - 1 AED / CCR Presentations
 - 4 CPR Demonstrations
- Events
 - City's Mad Science Event (Watermelon Drop)
 - Fire Truck Visit at The Learning Center (TLC) Preschool
 - Brookdale Residents Visited Station 263
 - Station 261 Tour with the Cub Scouts
 - Tina & Crew at AJ Library Read Event with Fire Safety
- Training & Meetings
 - TRWC Board Meeting
 - Community Risk Reduction Symposium
 - Special Events Task Force
 - Mesa Fire Prevention Training
 - Knox Box Representative Meeting
 - Valley Fire Marshal's Meeting
 - HR Training (Human Resource Issues for Fire Department's)

Administrative Services

- Technology Integration – CLM, UKG, Etc.
- New Hires start on Tuesday, October 25th
 - Nolan Willoughby – EMT
 - Wyatt Reimann – Paramedic (Part Time)
- Captain's Promotional Process
 - HR instruction in Captain's Pre-Promotional Class
- Grants processing



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Financial Services

- Audit preparation and remote work
- Audit fieldwork starts October 31st
 - Audit Team Supervisor will want to talk with a Board Member and Fire Chief on either October 31 or November 1
- Previous TMMS lease and sublease closeout

9. New Business / Future Agenda Items

None

10. Announcements / Document Signing

Fire Chief John Whitney announced there will be a Chili Cook-off on Saturday, October 22, 2022 at the Superstition Food Bank in Apache Junction. The cost is \$5 per person and the time is 11:00 a.m. to 4:00 p.m. The Board Members are invited. Chief Whitney directed Board Secretary Sherry Mueller to post a Public Notice relating to this event.

11. Adjourn

Motion by Clerk Cross to adjourn the board meeting at 6:33 p.m.

Seconded by Director House

Vote 5 ayes, 0 nays, MOTION PASSED

Governing Board Approval:

Board Clerk Jeff Cross

Appendix B

B. Purchase of Three Motorola All Band Portable Radios

Submitted By

Fleet & Facilities Manager Vaughn Croshaw

Background / Discussion

This is a purchase of three (3) Motorola, APX8000XE All Band Portable radios utilized by Suppression Personnel. Each radio includes accessories consisting of: two batteries, battery charger, lapel microphone, belt clips, blue tooth, etc. These radios are being purchased to replace older portable radios which are no longer serviceable.

Radio package cost: \$9,771.43 each

Financial Impact/Budget Line Item

\$29,314.29 - Capital Fund: 200-70-72660-15

Enclosure(s)

Motorola Quote, PO, Procurement Form





DRAFT

QUOTE-1728338

Billing Address:
SUPERSTITION FIRE AND
MEDICAL DISTRICT
3955 E SUPERSTITION
APACHE JUNCTION, AZ 85119
US

Quote Date: 10/18/2022
Expiration Date: 01/18/2023
Quote Created By:
LUKE BROTON
LUKE.BROTON@
motorolasolutions.com

End Customer:
SUPERSTITION FIRE AND MEDICAL
DISTRICT
Barb Duffel
barb.duffel@sfrmd.az.gov

Contract: 21069 - STATE OF AZ

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE				
1	H91TGD9PW5AN	APX 8000 ALL BAND PORTABLE MODEL 1.5	3	\$6,863.00	\$5,009.99	\$15,029.97
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA*	3	\$6.00	\$4.38	\$13.14
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	3	\$567.00	\$413.91	\$1,241.73
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	3	\$330.00	\$240.90	\$722.70
1d	QA02006AC	ENH: APX8000XE RUGGED RADIO	3	\$880.00	\$642.40	\$1,927.20
1e	QA00680AA	ADD: TDMA OPERATION	3	\$495.00	\$361.35	\$1,084.05
1f	H301CN	DEL: DELETE BELT CLIP/ BASIC CARRY	3	-\$10.00	-\$7.30	-\$21.90
1g	Q887AU	ADD: 5Y ESSENTIAL SERVICE	3	\$227.00	\$227.00	\$681.00
1h	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	3	\$814.00	\$594.22	\$1,782.66
1i	H38BS	ADD: SMARTZONE OPERATION	3	\$1,650.00	\$1,204.50	\$3,613.50



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 600 West Monroe, United States - 60861 ~ #: 38-1115600



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	Q629AH	ENH: AES ENCRYPTION AND ADP	3	\$523.00	\$381.79	\$1,145.37
1k	QA07680AA	ADD: MULTI SYSTEM OTAR	3	\$165.00	\$120.45	\$361.35
1l	QA01427AG	ALT: APX8000/XE HOUSING GREEN	3	\$28.00	\$20.44	\$61.32
2	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	3	\$169.56	\$123.78	\$371.34
3	PMMN4107C	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE, XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN	3	\$594.00	\$433.62	\$1,300.86

Subtotal \$39,904.68

Total Discount Amount \$10,590.39

Grand Total \$29,314.29(USD)

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 600 West Monroe, United States - 60661 ~ #: 38-1116800

PURCHASING / PROCUREMENT FORM BY PURCHAS ORDER (PO)

BOD # _____

PO # 22958

LIMITS	REQUIREMENTS	APPROVALS
Goods: \$0 - \$2,499.99	FORM Not Required	Budget Mgr*, Fleet & Facilities Specialist, HR Generalist
Goods: \$2,500 - \$24,999.99	3 Written Bids	PO Originator/Budget Mgr*, Fin Director, AND Fire Chief
Services: \$0 - \$4,999.99	FORM Not Required	Budget Mgr*, Fleet & Facilities Specialist, HR Generalist
Services: \$5,000 - \$24,999.99	3 Written Bids	PO Originator/Budget Mgr*, Fin Director, AND Fire Chief
Goods & Service: \$25,000 or more	3 Written Bids	PO Originator/Budget Mgr*, Fin Director AND Fire Chief AND Governing Board

* Budget Mgr includes Asst Chief, Deputy Chief, Battalion Chief, Administrative Services Director,
Fleet Manager, Capt – Training Officer, Community Risk Reduction Specialist

Quote #1	<p>Vendor Name: <u>Motorola Solutions</u> Vendor Phone #: _____</p> <p>Vendor Address: <u>1303 E Algonquin Rd Schaumburg IL 60196</u></p> <p>Quote Description: <u>3 APX8000XE Portable Radio's</u></p> <p>See Attached Quote - \$ <u>29,314.29</u></p>
Quote #2	<p>Vendor Name: _____ Vendor Phone #: _____</p> <p>Vendor Address: _____</p> <p>Quote Description: _____</p> <p>See Attached Quote - \$ _____</p>
Quote #3	<p>Vendor Name: _____ Vendor Phone #: _____</p> <p>Vendor Address: _____</p> <p>Quote Description: _____</p> <p>See Attached Quote - \$ _____</p>

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

- ☐ STATE CONTRACT/INTERGOVERNMENTAL (State Contract Number or Government Agency Must Be On PO)
- ☐ SINGLE/SOLE SOURCE PROCURMENT (Supporting Documentation Must Be With PO)
- ☐ EMERGENCY ACTION (Explanation Sent to Governing Board Must Be With PO)
- ☐ COMPETITION SOLICITED WITH NO OFFERS
- ☒ STANDARDIZATION/COMPATIBILITY REQUIREMENTS FOR EQUIPMENT

APPROVAL:

DATE	BUDGET MANAGER/PO ORIGINATOR SIGNATURE
DATE	FINANCE DIRECTOR SIGNATURE
DATE	FIRE CHIEF SIGNATURE

Appendix C

C. Intergovernmental Agreement for the Regional Metropolitan Phoenix Fire Service Automatic Aid

Submitted By

Fire Chief John Whitney

Background / Discussion

The valley fire departments operate under the Automatic Aid Consortium for fire protection and other emergency services. The purpose of this agreement is to provide the most efficient, safe, and effective fire rescue emergency medical services to our communities. This allows for adequate and appropriate resources from any fire department to respond to incidents outside their normal response areas.

Changes:

- Rio Verde Fire District has joined Automatic Aid
- The term has been extended from 5 years to 10 years

Financial Impact/Budget Line Item

N/a

Enclosure(s)

Automatic Aid Agreement



INTERGOVERNMENTAL AGREEMENT FOR THE REGIONAL METROPOLITAN PHOENIX FIRE SERVICE AUTOMATIC AID

This Intergovernmental Agreement ("Agreement") is made and entered into by and between the Cities, Towns, Fire Districts, and governmental jurisdictions (hereinafter collectively referred to either as "Participants," or "Parties," and sometimes referred to individually as "Participant" or "Party"), to provide for automatic assistance for fires and other types of emergency incidents as described under the terms of this Agreement (the "Automatic Aid System"). The initial Participants are listed in Attachment A to this Agreement, which Attachment shall be amended upon the addition of new members as set forth herein.

RECITALS

WHEREAS, agreements for automatic assistance in fire protection and response to other emergencies have existed between specific municipalities and governmental jurisdictions; and

WHEREAS, the Automatic Aid System has been in existence since 1976 to provide the highest levels of service in conjunction with the most effective use of local fire department/district resources working collaboratively through intergovernmental cooperation; and

WHEREAS, the Participants in the Automatic Aid System seek to provide the most efficient, safe, and effective fire-rescue-emergency medical services to their respective communities; and

WHEREAS, the safety of the employees of each Participant is paramount; and

WHEREAS, this Agreement shall encourage the development of cooperative procedures and protocols, including, but not limited to, the possibility of joint purchasing, coordination of communications, training, health and safety, fire prevention, public education, fire investigations and other activities that will enhance each Participant's ability to fulfill its mission; and

WHEREAS, the Participants are committed to demonstrate public equity through reasonable commitment and distribution of resources within their jurisdictions to ensure that no Participant unfairly benefits at the expense of other Participants and that jurisdictional equity and autonomy is maintained; and

WHEREAS, it is the desire of the Participants to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions; and

WHEREAS, it is further the determination of each of the Participants that the decision to

enter into this Agreement constitutes a fundamental governmental policy of the Parties hereto and, by entering this Agreement each Participant has made the determination that the policies and procedures set forth in this Agreement constitute the proper use of the resources available with respect to the provision of governmental services and the utilization of existing resources of each of the Parties hereto, including the use of equipment and personnel; and

WHEREAS, it is the desire of the Participants to initiate and/or renew their support for an Automatic Aid System for fire department/district services.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - PURPOSE AND AUTHORITY

- 1.1 **Purpose.** All Parties to this Agreement agree that its purpose is to provide a highly efficient, effective and mutually beneficial relationship among multiple regional jurisdictions to provide for the overall public safety of the region through an Automatic Aid System. This Agreement will continue to allow for an automatic response of the closest, most appropriate fire department/district resources.
- 1.2 **Authority.** The Parties acknowledge that this Agreement is being entered into pursuant to the Intergovernmental Agreement Statute, Section 11-952, Arizona Revised Statutes ("A.R.S.")
- 1.3 **Effect on Prior Agreements.** The Parties further understand that this Agreement supersedes any previous automatic aid agreements between any of the Parties hereto.

ARTICLE 2—AUTOMATIC AID ELIGIBILITY STANDARDS AND REQUIREMENTS

To be eligible to participate in the Automatic Aid System, a Participant shall meet the standards and requirements set forth in this Article at all times during the Term of this Agreement. Any Participant failing to meet these eligibility standards and requirements is subject to removal from the Automatic Aid System as prescribed herein.

- 2.1 **Allocation of Resources.** It is agreed that the scope of this Agreement includes automatic assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services provided by fire departments/districts in the Automatic Aid System.

- A. **Standard Automatic Dispatch.** The Participants executing this Agreement agree to dispatch their respective assigned fire department/district units on an automatic basis. The Computer Aided Dispatch and Automatic Vehicle Locator system will automatically determine the closest available, most appropriate unit(s) regardless of jurisdictional boundaries. Each jurisdiction agrees that such unit(s) will respond.
- B. **Specialized Unit Dispatch.** Participants agree the assignment of a specialized unit to an incident relies on predefined response levels (as predefined by Volume II Standard Operating Procedure Phoenix Fire Department) to specific types of incidents, the closest specialized unit to the call, and/or any special call for resources that may be made by an incident commander and is not pre-programmed in the CAD system. This includes, but is not limited to, hazardous materials support, technical rescue support, loss control, rehab, command, utility, brush, and water tenders. Members assigned to a specialized unit will be required to complete all initial training and continuing education requirements of the specialty. The current recognized regional Special Operations training program is the Phoenix Fire Department Special Operations training program. The inclusion of other recognized training programs will be approved by the Life Safety Council.

2.2 Standard Service Requirements. Participants in this Agreement agree to the following standard service requirements as the primary response system elements:

- A. **Communications and Dispatch.** All Participants must be part of the Phoenix Fire Regional Dispatch System or the Mesa Fire Regional Dispatch System. All Participants must also be a member of either the Phoenix Regional Wireless Cooperative ("PRWC") or the Topaz Regional Wireless Cooperative ("TRWC"). Departments/Districts that enter the system that are not members of PRWC or TRWC shall have an active plan to become members within one (1) year of entry. For a Participant(s) that does not meet this requirement, any Party can request a vote of the Central Life Safety Response System Council for a determination as to whether the Participant(s) not meeting this requirement will remain eligible for automatic aid response, or if that Participant(s) will then default to a mutual aid response. These Regional Dispatch Systems will use a Computer Aided Dispatch ("CAD") system that automatically selects the closest, most appropriate Participants' unit(s) for dispatch. The CAD system shall be a centralized, totally integrated unit dispatch/status keeping system.
 - (1) The CAD system will allow the most appropriate emergency response unit closest to an emergency to be dispatched automatically— regardless of the jurisdiction where the emergency occurs or the jurisdictional affiliation of the response unit. The CAD system utilizes Automatic Vehicle Location ("AVL") equipment to

discern the location of emergency response units and a computerized Geographic Information System (“GIS”) to discern the location of the emergency call. The AVL and GIS systems allow the CAD system to match the closest response unit to the emergency and recommend it for dispatch within the Automatic Aid System boundaries. Each Automatic Aid System Participant shall ensure that its respective emergency response apparatus and vehicles are equipped with AVLs.

- (2) The Regional Dispatch System relies on a consistent and preplanned system of communications. Communications support for Participants includes a comprehensive radio system with multiple tactical radio frequencies. Participants are required to provide for their individual needs to ensure consistent, interoperable and safe communications not only within their jurisdictional areas, but within the entire Automatic Aid System.
- (3) If the Life Safety Council decides at any time that additional communications infrastructure is necessary to meet the operational requirements of the Automatic Aid System, each Participant will be responsible for all costs, authorizations and/or agreements to maintain interoperable communications within its jurisdictional boundaries.

B. Command Procedures. All Participants will use standard command procedures. A standardized Incident Management System (“IMS”) provides for efficient management of the emergency and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures. The IMS and associated standard operating procedures adopted for use by all Automatic Aid Participants is the Phoenix Fire Department’s Standard Operating Procedures in the Phoenix Volume II Manual (which can be obtained by sending an e-mail to firechief.pfd@phoenix.gov), or the Mesa Fire and Medical Department Standard Operating Procedures 200 Series available at fireinfo@mesaaz.gov.

C. Incident Management and Minimum Company Standards. Participants shall use the same set of procedures for Incident Management and Minimum Company Standards according to Volume II, Standard Operating Procedures Phoenix Fire Department (basic evolutions used by the fire service) or the Mesa Fire and Medical Department Standard Operations Procedures 200 Series. It is required that Command Officers that function in an Operational response capacity, attend at least 50% of the Command Officer training curriculum offered at the Phoenix Fire Department Command Training Center, or as determined by the Central Arizona Life Safety Response System Council. Participants that do not meet this

requirement are subject to removal from the Automatic Aid System, as determined and voted on by the Central Arizona Life Safety Response System Council.

- D. **Incident Safety Officer.** To ensure safety, all Participants agree that their standard operating procedures and command procedures shall match those adopted by the Life Safety Council. To do this, Participants shall use an Incident Safety Officer System (“ISOS”) that will follow NFPA Standard 1521.
- E. **Compatible Equipment.** To ensure compatibility of equipment, Participants shall maintain an inventory of equipment (based on National Fire Protection Association (“NFPA”) standards), including hoses, couplings, pump capacity, communications equipment, and will maintain the minimum standard amount of equipment on each type of apparatus (as recommended by all applicable NFPA standards).
- F. **Standardized Numbering and Terminology.** Participants shall utilize the Valley-wide apparatus numbering system and standardized terminology for apparatus and fire stations as established and maintained by the Life Safety Council.
- G. **Standardized Response Criteria.** Participants shall use standardized response criteria (*i.e.*, pre-established type and number of apparatus that will be automatically dispatched based on type of call as per standard NFPA and International Organization for Standardization (“ISO”) recommendations). The CAD system can tailor the response to specific types of incidents by jurisdiction, or part of a jurisdiction, upon request by the jurisdiction needing the tailored response. This includes the capability to automatically dispatch selected specialty units.
- H. **Staffing Levels.** Full staffing as described in NFPA 1710 on engines and ladders provides the most efficient and effective personnel safety and service delivery to the public. System Participants recognize the importance of service delivery and personnel safety issues. The minimum daily staffing level for all engines and ladders shall be four (4) members which is “full staffing” under NFPA 1710.
 - **Temporary Reduction in Staffing.** Full staffing may be temporarily reduced to three (3) trained personnel for up to a total of 8 hours in any 24-hour shift period. Departments/Districts that enter the system with a staffing level of three (3) members on any engine and/or ladder shall have an active plan to accomplish full staffing within one (1) year of entry. For a Participant(s) that does not meet this requirement, any Party can request a vote of the Central Life Safety Response System Council for a determination as to whether the

Participant(s) not meeting this requirement will remain eligible for automatic aid response, or if that Participant(s) will then default to a mutual aid response.

- **Other Reductions in Staffing; Changes to Deployment Model.** Any Participants that have reached full staffing, that then subsequently reduce staffing below full staffing, or make significant changes to their deployment model, shall be subject to removal from the Automatic Aid System, as determined and voted on by the Central Arizona Life Safety Response System Council.

I. **Minimum Firefighter Training Standards.** To ensure safety, baseline knowledge and a consistent approach to performing tactical operations, all participants agree to require that all emergency response employees receive initial firefighter recruit training through a recognized regional fire training academy or through an alternative method, as approved by the Life Safety Council, which meets the published curriculum. The four-currently recognized regional fire training academies are Phoenix, Mesa, Glendale and Chandler.

2.3 **Reciprocity; No Guaranty of Perfect Equity.** Participants agree that automatic aid is reciprocal. While this does not ensure that a Participant's jurisdiction will receive the exact amount of assistance it gives, it does mean that all Participants will provide assistance outside their jurisdictional boundaries and that the level of service delivered, and decisions made within the Automatic Aid System will be mutually beneficial to all Participants in the system and will maintain general equity among all Participants to the greatest degree possible.

2.4 **Ownership of Property and Equipment.** Each Participant shall retain ownership of any equipment or property it brings to the performance of this Agreement and shall retain ultimate control of its employees.

2.5 **No Reimbursement for Services.** Except as specifically agreed to by the Parties involved in a specific incident, none of the involved Parties shall be reimbursed by any of the others for any costs incurred in responding pursuant to this Agreement. In the event of formally declared disasters, however, Participants may directly apply for reimbursements from County, State and/or Federal agencies as appropriate.

ARTICLE 3—LIFE SAFETY COUNCIL; VOTING

3.1 **Life Safety Council.** The Participants shall be jointly responsible for administering this Agreement through the Central Arizona Life Safety Response

System Council (the "Life Safety Council"). The purpose of the Life Safety Council is to ensure the effective and efficient operation of the Automatic Aid System. Each

Participant is a member of the Life Safety Council and is expected to participate in scheduled meetings.

A. Composition. The Fire Chief from each Participant shall serve as the official representative to the Life Safety Council from that jurisdiction. The Fire Chief may appoint an alternate to attend Life Safety Council meetings.

B. Responsibilities. The responsibilities of the Life Safety Council shall be as follows:

- (1) Evaluate requests to participate in this Automatic Aid Agreement from other fire departments/districts that are dispatched by the Phoenix Dispatch Center or Mesa Dispatch Center. Requests for participation will be evaluated to ensure compliance with the Automatic Aid Eligibility Standards and Requirements prescribed herein and to determine impact upon existing Participants.
- (2) Evaluate proposed modifications to a Participant's service delivery model for compliance with the criteria established herein and for impact on other Participants.
- (3) Establish such technical committees or working groups as may be necessary for the efficient and effective operation of the Automatic Aid System.
- (4) Develop, approve or modify such technical documents as may be necessary for the efficient and effective operation of the Automatic Aid System.
- (5) Develop, within the first year of this Agreement, Life Safety Council bylaws establishing Life Safety Council procedure, such as and without limitation, notice of meetings, the taking of meeting minutes, the distribution of minutes, etc.
- (6) Evaluate and consider for adoption national benchmarks as may be appropriate for implementation within the Automatic Aid System.
- (7) Develop, approve or modify alternative response models as appropriate based on the area served by the Participants (i.e. urban, suburban, rural), which may be subsequently implemented by Participants.
- (8) Establish methods for service measurement, provided that:
 - (a) "Time of dispatch" will be measured from the point in time at which the Dispatch and Deployment Center has notified the

station, or the responding unit out of the station, of the call through the station alert system, radio, or Mobile Computer Terminal ("MCT").

(b) "Response time" will be measured from the Time of Dispatch to the time of arrival on-scene.

(9) Vote on all actions that will significantly or materially impact or change the responsibilities of the Life Safety Council and/or the automatic aid eligibility standards and requirements for the Participants', as prescribed in this Agreement, utilizing the voting process set forth below.

3.2 Voting Process. For matters pertaining to this Agreement that require voting by the Life Safety Council, the voting process shall incorporate tiered voting. The initial vote (Tier 1) will utilize a single, non-weighted vote per Participant. After the initial vote has been conducted, any Participant shall have the right to request a second vote that will utilize weighted voting (Tier 2). For the weighted vote, each individual Participant's vote will be formed by assigning a percentage to that Participant. The percentage to be assigned will be calculated based upon that individual Participant's total calls for service within that Participant's geographical boundaries, compared to the total number of calls for service within the geographical boundaries of all Participants to this Agreement combined (see Attachment B). This calculation will be based on the reported call volumes as determined by the Regional Computer Aided Dispatch centers. Any members' voting weight exceeding forty percent (40%) shall be reduced and will be weighted to no more and to no less than 40%. Such reduction shall not affect the weighted vote of any other member. The percentages assigned to Participants will be reviewed, recalculated and reassigned every five (5) years at the time this Agreement is renewed.

3.3 Passage. In order to pass, all matters to be voted on by the Life Safety Council will require a simple majority vote for Tier 1 voting, and for Tier 2 voting, a majority vote of at least fifty-one (51) percent is required.

ARTICLE 4—SERVICE AREA CHANGES

4.1 Service Area Changes. Certain changes to a Participant's operations within its service area have the potential to negatively affect its neighboring Participants and ultimately negatively affect the Automatic Aid System in its entirety. The occurrence of the following events is subject to review by the Life Safety Council.

A. Reduction in Service Levels. If at any time while this Agreement is in effect, an Automatic Aid System Participant desires to, close a fire station and/or increase its geographical/jurisdictional boundaries to include an area more than five (5) square miles, or reduce its level of fire, medical or

emergency services provided within its municipal or jurisdictional boundaries, the Automatic Aid System Participant desiring to initiate the change and prior to initiating the change, will give a minimum of 120 day notice to all Parties for a 30 day review period for any potential impacts to the system. This notice shall include a proposed plan on how the notifying party will maintain the requirements and standards set forth in Article 2 of this Agreement. If after review, it is determined by any Participant that the change will result in a change to the response order of another jurisdiction's primary response units or any other negative impact to any jurisdiction or to the system as a whole, any Party can request a vote of the Central Life Safety Response System Council for a determination as to whether the proposed newly modified area will remain eligible for automatic aid response or if the proposed newly modified area will then default to a mutual aid response. The Council will utilize the voting process set forth in this Agreement.

ARTICLE 5–MUTUAL AID AND OTHER AGREEMENTS

- 5.1 Mutual Aid Areas.** Calls to response areas outside of the jurisdictional boundaries of the Participants in the Automatic Aid System will be considered mutual aid when such written agreements between relevant parties exist or when a Participant has been defaulted from the Automatic Aid System and deemed a Mutual Aid Member (as set forth in Article 4, Service Area Changes). Requests for and responses to mutual aid will be at the sole discretion of the parties involved. Any response to a mutual aid jurisdiction by a Participant will not bind any other Participant to respond. Under these circumstances, a mutual aid request may require approval by the highest ranking on-duty fire officer of the Participant asked to provide the resources.
- 5.2 Other Agreements.** Nothing in this Agreement shall limit the ability of any or all the Parties from continuing to perform under existing agreements (other than any previous automatic aid agreements between any of the Parties, hereto, which upon execution of this Agreement are superseded), entering into future agreements, or agreeing to participate in more specific contracts for services, mutual assistance or automatic response(s) or prohibit any of the Parties from providing emergency assistance to another jurisdiction that is not a Participant in this Agreement. Such agreements will not be binding on or commit any other Participants to provide automatic aid or mutual aid to the other jurisdiction; such other future agreements also do not extend any rights associated with this Agreement to any other entity that is not a Party.

ARTICLE 6–TERM OF THE AGREEMENT

- 6.1 Term; Renewal.** This Agreement shall commence on December 20, 2022, and shall continue in force through December 19, 2032, or until terminated by formal act of the Parties. This Agreement shall automatically renew for successive five-

year terms, unless terminated earlier by formal act of the Parties.

- 6.2 Termination.** If an individual Party wishes to terminate its participation in this Agreement, it shall provide all Participants 120 days' formal notice, in writing, of intention to terminate. That terminating party's termination will then be effective on the 121st day after notice has been provided, unless the notice to terminate has been withdrawn.

ARTICLE 7—GENERAL TERMS AND CONDITIONS

- 7.1 No Third-Party Beneficiaries.** The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 7.2 Workers' Compensation.** To the extent required by law, and pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits.
- 7.3 Immigration Requirements.** To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.
- 7.4 No Joint Venture.** No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.
- 7.5 Notices.** Any notice to be provided to a Party or Parties to this Agreement shall be satisfied by sending a written letter by U.S. mail, certified, return receipt to the current fire chief of each respective Participant. Notice shall be deemed effective five days after mailing.
- 7.6 Cancellation for Conflicts of Interest.** This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.
- 7.7 No Israel Boycott.** In accordance with A.R.S. § 35-393.01, by entering into this

Agreement, each Participant certifies that it is not currently engaged in, and agrees that for the duration of this Agreement to not engage in a boycott of Israel.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PHOENIX, a municipal corporation

Jeffrey Barton, City Manager

By: _____

Michael J. Duran

Fire Chief

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant Chief Counsel

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF PHOENIX

By: _____

David Lavelle

Assistant Chief Counsel

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF AVONDALE, a municipal corporation

By: _____
Cherlene Penilla
Acting City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF AVONDALE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

ARIZONA FIRE AND MEDICAL AUTHORITY

By: _____
Mark Burdick
Fire Chief

ATTEST:

Authority Administrative Director

APPROVED AS TO FORM:

Authority Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

ARIZONA FIRE AND MEDICAL AUTHORITY

By: _____
Authority Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF BUCKEYE a municipal corporation

By: _____
Daniel Cotterman
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF BUCKEYE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

BUCKEYE VALLEY FIRE DISTRICT

By: _____
Mark Burdick
Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

BUCKEYE VALLEY FIRE DISTRICT

By: _____
District Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF CHANDLER, a municipal corporation

By: _____
Joshua Wright
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF CHANDLER

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

DAISY MOUNTAIN FIRE AND MEDICAL

By: _____
Brian Tobin
Fire Chief

ATTEST:

Clerk

APPROVED AS TO FORM:

Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

DAISY MOUNTAIN FIRE AND MEDICAL

By: _____
Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF EL MIRAGE, a municipal corporation

By: _____
Crystal Dyches
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF EL MIRAGE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF GLENDALE, a municipal corporation

By: _____
Kevin Phelps
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF GLENDALE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF GILBERT, a municipal corporation

By: _____
Patrick Banger
Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

TOWN OF GILBERT

By: _____
Town Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF GOODYEAR, a municipal corporation

By: _____
Julie Karins
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF GOODYEAR

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF GUADALUPE, a municipal corporation

By: _____
Valarie Molina
Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

TOWN OF GUADALUPE

By: _____
Town Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF MARICOPA, a municipal corporation

By: _____
Rick Horst
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF MARICOPA

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF MESA, a municipal corporation

By: _____
Chris Brady
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF MESA

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PEORIA, a municipal corporation

By: _____
Jeff Tyne
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF PEORIA

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

TOWN OF QUEEN CREEK, a municipal corporation

By: _____
John Kross, ICMA-CM
Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

TOWN OF QUEEN CREEK

By: _____
Town Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

RIO VERDE FIRE DISTRICT

By: _____
Jay Ducote
Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

RIO VERDE FIRE DISTRICT

By: _____
District Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF SCOTTSDALE, a municipal corporation

By: _____
David D. Ortega
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF SCOTTSDALE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

SUN CITY FIRE DISTRICT

By: _____
Rob Schmitz
Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

SUN CITY FIRE DISTRICT

By: _____
District Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

SUPERSTITION FIRE AND MEDICAL DISTRICT

By: _____
John Whitney
Fire Chief

ATTEST:

District Clerk

APPROVED AS TO FORM:

District Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

SUPERSTITION FIRE AND MEDICAL DISTRICT

By: _____
District Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF SURPRISE, a municipal corporation

By: _____
Bob Wingenroth
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF SURPRISE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF TEMPE, a municipal corporation

By: _____
Andrew Ching
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF TEMPE

By: _____
City Attorney

Date: _____

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF TOLLESON, a municipal corporation

By: _____
Reyes Medrano Jr.
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of A.R.S § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF TOLLESON

By: _____
City Attorney

Date: _____

ATTACHMENT A

AUTOMATIC AID SYSTEM PARTICIPANTS

	PARTICIPANT	DATE APPROVED
1	Avondale Fire and Medical	
2	Arizona Fire and Medical Authority	
3	Buckeye Fire and Medical	
4	Buckeye Valley Fire District	
5	Chandler Fire Department	
6	Daisy Mountain Fire and Medical	
7	El Mirage Fire Department	
8	Glendale Fire Department	
9	Gilbert Fire Department	
10	Goodyear Fire Department	
11	Guadalupe Fire Department	
12	Maricopa Fire Department	
13	Mesa Fire and Medical	
14	Peoria Fire and Medical	
15	Phoenix Fire Department	
16	Queen Creek Fire Department	
17	Rio Verde Fire District	
18	Scottsdale Fire Department	
19	Sun City Fire District	
20	Superstition Fire and Medical	
21	Surprise Fire and Medical	
22	Tempe Fire and Medical	
23	Tolleson Fire Department	

ATTACHMENT B

VOTING PROCESS and WEIGHTED VOTE PERCENTAGE

For matters pertaining to this Agreement that require voting by the Life Safety Council, the voting process shall incorporate tiered voting. The initial vote (Tier 1) will utilize a single, non-weighted vote per Participant. After the initial vote has been conducted, any Participant shall have the right to request a second vote that will utilize weighted voting (Tier 2). For the weighted vote, each individual Participant's vote will be formed by assigning a percentage to that Participant. The percentage to be assigned will be calculated based upon that individual Participant's total calls for service within that Participant's geographical boundaries, compared to the total number of calls for service within the geographical boundaries of all Participants to this Agreement combined. This calculation will be based on the reported call volumes as determined by the Regional Computer Aided Dispatch centers. Any members' voting weight exceeding forty percent (40%) shall be reduced and will be weighted to no more and to no less than 40%. Such reduction shall not affect the weighted vote of any other member. The percentages assigned to Participants will be reviewed, recalculated and reassigned every five (5) years at the time this Agreement is renewed.

Call Volume by Jurisdiction					
Jurisdiction	#Incidents	%Incidents	Vote	Yes	No
Arizona Fire and Medical Authority	14,786	2.44%			
Avondale Fire and Medical	10,551	1.74%			
Buckeye Fire and Medical	8,695	1.43%			
Buckeye Valley Fire District	2,191	0.36%			
Chandler Fire, Health & Medical	26,027	4.29%			
Daisy Mountain Fire and Medical	4,845	0.80%			
El Mirage Fire Department	3,312	0.55%			
Goodyear Fire Department	10,922	1.80%			
Gilbert Fire Department	21,331	3.52%			
Glendale Fire Department	34,782	5.73%			
Guadalupe Fire Department	1,134	0.19%			
Maricopa Fire Department	6,092	1.00%			
Mesa Fire and Medical	82,815	13.65%			
Peoria Fire and Medical	22,829	3.76%			
Phoenix Fire Department	241,565	39.83%			
Queen Creek Fire Department	8,360	1.38%			
Rio Verde Fire District	898	0.15%			
Scottsdale Fire Department	37,188	6.13%			
Sun City Fire District	11,135	1.84%			
Superstition Fire and Medical District	7,779	1.28%			
Surprise Fire and Medical	18,602	3.07%			

Tempe Fire and Medical	28,502	4.70%			
Tolleson Fire Department	2,210	0.36%			
Grand Total	606,551	100.00%			

Appendix D

D. Firehouse Subs Grant Agreement

Submitted By

Fire Chief John Whitney

Director of Administrative Services, Anna Butel

Background / Discussion

SFMD has received an award notice from Firehouse Subs for the purchase of an SCBA parts washer. To receive funding please see the attached agreement.

Financial Impact/Budget Line Item

Enclosure(s)

Memo of Understanding – Funding Agreement

Credit Authorization

Approved Quote





Firehouse Subs Public Safety Foundation, Inc.

12735 Gran Bay Pkwy., Suite 150, Jacksonville, Florida 32258

MEMO OF UNDERSTANDING- FUNDING AGREEMENT

November 4, 2022

Failure to adhere to the requirements of this Funding Agreement will jeopardize your grant award.

All purchases must match the quantities and equipment approved in the original grant request and approved quote.

Firehouse Subs Public Safety Foundation Responsibilities

- Firehouse Subs Public Safety Foundation will award funding to **Superstition Fire and Medical District, Apache Junction, AZ** for **\$33,775.72** to be used toward the direct purchase of **One SCBA Decon Washer (Including up to \$1000 Installation/Training & \$600 Freight)**.

Superstition Fire and Medical District Responsibilities

1. An ACH transfer will be remitted to the organization name as stated in this memo of understanding and **must** match the EIN number submitted on the grant request and bank account information listed on the ACH Authorization. If there is a change in either information, you must submit a W-9.
1. **Purchase** the equipment on Approved Quote #229973 from LNCurtis.
 - **NOTE: DO NOT PREPAY** for the equipment order at the time of purchase
2. **Confirm Receipt of ACH Transfer** by emailing procurementfoundation@firehousesubs.com
3. **Verify Purchase and Delivery** by providing Firehouse Subs Public Safety Foundation with the following:
 - All signed and dated packing slips
 - Copies of paid invoices, verifying your organization's name as the customer and matching the vendor quote(s)
 - A copy of the cleared check(s), verifying the payee and payment amount matches the vendor quote(s)
4. In the event that the purchased equipment costs less than the dollar amount awarded, all excess funds must be returned to Firehouse Subs Public Safety Foundation.
 - Email procurementfoundation@firehousesubs.com with notification of excess funds within 30 days of purchase
 - Return Excess Funds within 30 days of receipt of excess funds invoice to Firehouse Subs Public Safety Foundation, Attention: Gina Brown, 12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258
5. If purchases exceed funding, **Superstition Fire and Medical District** is responsible for the additional amount.

VERY IMPORTANT: Deadline for submitted documentation is March 1, 2023.

Firehouse Subs Public Safety Foundation

Date

Superstition Fire and Medical District Representative (Signature)

Date

Superstition Fire and Medical District Representative Name (Print)

Date

Ph: 602-453-3911
TF: 877-453-3911
Fax: 602-453-3910
azsales@lncurtis.com
UEI#: DDLSADSWN7U7

CURTIS

TOOLS FOR HEROES

Southwest Division
4647 South 33rd Street
Phoenix, AZ 85040
www.LNCurtis.com
Quotation No. 229973

APPROVED

Quotation

CUSTOMER:

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

SHIP TO:

Superstition Fire & Medical
District
1455 East 18Th Avenue
Apache Junction AZ 85119

QUOTATION NO.

229973

ISSUED DATE

06/29/2022

EXPIRATION DATE

07/29/2022

SALESPERSON

Gary Norton
gnorton@lncurtis.com
480-296-5202

CUSTOMER SERVICE REP

Gary Norton
gnorton@lncurtis.com
480-296-5202

REQUISITION NO.**REQUESTING PARTY**

Mark Castaneda

CUSTOMER NO.

C34088

TERMS

Net 30

OFFER CLASS

FR

F.O.B.

FTSP

SHIP VIA

Standard Shipping

DELIVERY REQ. BY**NOTES & DISCLAIMERS**

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. Any handlers or users of product should refer to applicable SDS prior to handling or utilizing the product. Applicable SDS are included with shipment of products. For other important product notices and warnings, or to request an SDS, please contact Curtis or visit <https://www.lncurtis.com/product-notice-warnings>

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	26094A SOLO RESCUE	SCBA Decon Washer, including; * 22720 Heavy Duty Basket w/Holder for 2- Single or Double SCBA's * 22541 Holder for 2-Large Air Cylinders (Jumbo Flasks) * 22361 Gear Holder for Gloves & Boots * 20002 Metered Dosing Pump * PB0010967AA 2.5gal ProBlend Detergent	\$29,620.00	\$29,620.00
2	1	EA	RESCUE INTELLITECH CUSTOM	As Follows: Factory Installation and training	\$1,500.00	\$1,500.00

Ph: 602-453-3911
TF: 877-453-3911
Fax: 602-453-3910
azsales@lncurtis.com
UEI#: DDL5ADSWN7U7



Southwest Division
4647 South 33rd Street
Phoenix, AZ 85040
www.LNCurtis.com
Quotation No. 229973

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Small Business
CAGE Code: 5E720
DUNS Number: 009224163
SIC Code: 5099
Federal Tax ID: 94-1214350

This pricing remains firm until 07/29/2022. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

**Grant Award Amount: \$33,775.72
including up to \$600 freight and
\$1000 Installation**

Subtotal	\$31,120.00
Tax Total	\$2,555.72
Transportation	\$900.00
Total	\$34,575.72

[View Terms of Sale and Return Policy](#)