

BOARD OF DIRECTORS MEETING

June 21, 2023

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

KATHLEEN CHAMBERLAIN, BOARD CHAIRMAN

CONNIE VAN DRIEL, BOARD CLERK

JEFF CROSS, 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 JUNE 21, 2023

Call in Phone Number: 480-646-1864

Access Pin: 1234

The Board will hold a meeting on Wednesday, June 21, 2023. 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 May 2023 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 May 16, 2023
- B. Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2023 / 2024 from the Pinal County Treasurer's Office, and the Amendment to Commercial Account Signature Card from Wells Fargo bank
- C. Transfer Funds for 6/30/2023 Chase Bond Debt Service Principal and Interest Payments
- D. Transfer Funds for 6/30/2023 Certificates of Participation (COP) US Bank Debt Interest Payment
- E. CLM and DocuSign Agreement
- F. Emergency AC Purchase for Station 261
- G. PNI Service Agreement
- H. Affiliation Agreement with East Valley Institute of Technology (EVIT)
- I. Relevant Digital Marketing Agreement

- 5. Discussion, consideration and possible action regarding the development of the Tentative Fiscal Year 2023/2024 Revenue and Expenditure Budget and adoption of Resolution 2023-06-21-07.
- 6. 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

- 7. New Business / Future Agenda Items.
- 8. Announcements and Document Signing.
- 9. 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: June 14, 2023 At: 1500 Hours By: Sherry Mueller

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

Agenda Item Title

Review and approval of the May 2023 financial reports and bank reconciliations.

Submitted By

Finance Director Roger Wood

Background/Discussion

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

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

1. Cash Flow – All Governmental Funds.

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

2. Fund Account Bank Reconciliations.

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

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

*Monthly Financials provided under separate cover

Recommended Motion

"Motion to approve the May 2023 financial reports and bank reconciliations."



Superstition Fire & Medical District

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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **May 2023:**

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

Kathleen Chamberlain, Board Chair	Date	



Agenda Item Title

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

Submitted By

Fire Chief John Whitney Assistant Chief Brian Read 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.

June Service Anniversaries

29 Years of Service

Deputy Chief **Jeff Cranmer** Engineer / Paramedic **Mike Wolfe**

22 Years of Service

Firefighter Ryan Elowe

17 Years of Service

Captain / Paramedic Alex Dupuis

16 Years of Service

Engineer Brandon Blessum
Firefighter / Paramedic Ryan Rodriquez
Captain / Paramedic Geof Shively

Promotion

Sean Matuszewski, Captain Promoted on 5/8/2023

Annual Award Winner for 2023

Zachary Leon, Firefighter / Paramedic – Firefighter of the Year

Special Recognition for the Firefighter of the Year - Zachary Leon

By: **Commander Bill Johnson** American Legion Apache Post 27



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



Agenda Item Title

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

- A. Board Meeting Minutes from May 16, 2023 Appendix A
- B. Combined Resolution Affecting County Treasurer Transactions for FY2023/2024 from the Pinal County Treasurer's Office, and the Amendment to Commercial Account Signature Card from Wells Fargo Bank Appendix B
- C. Transfer Funds for 6/30/2023 Chase Bond Debt Service Principal and Interest Payments
 - Appendix C
- D. Transfer Funds for 6/30/2023 Certificates of Participation (COP) US Bank Debt Interest Payment -Appendix D
- E. CLM and DocuSign Agreement Appendix E
- F. Emergency AC Purchase for Station 261 Appendix F
- G. PNI Service Agreement Appendix G
- H. Affiliation Agreement with East Valley Institute of Technology (EVIT) Appendix H
- I. Relevant Digital Marketing Agreement Appendix I

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 June 21, 2023."



Go to Item 5

Go to Appendices

Governing Board Meeting – June 21, 2023

Agenda Item: #5

Agenda Item Title

Discussion, consideration, and possible action regarding the development of the Tentative Fiscal Year 2023 / 2024 Revenue and Expenditure Budget and adoption of **Resolution 2023-06-21-07**.

Submitted By

Fire Chief John Whitney
Finance Director Roger Wood

Background/Discussion

A Tentative Fiscal Year 2023 / 2024 Revenue and Expenditure Budget is scheduled to be adopted at this board meeting in correlation with the opening of a 20-day public comment period.

The Board will be presented with a budget that may still be modified and adjusted as the Board decides. It is suggested that the Board adopt a Tentative Budget by adopting **Resolution 2023-06-21-07** at this meeting after any adjustments, changes, or other modifications. This allows sufficient time for staff to post the budget as required by law and meet timelines necessary for allowing at least 20-day public review and comment period.

The budget the Staff is presenting represents a tax rate of \$3.47 per hundred dollars of secondary valuation for District operations, and a \$0.12 special assessment related to the JPMorgan Chase Refinancing Bond debt principal and interest repayment.

Staff Recommendation:

Approval of Resolution 2023-06-21-07: Tentative FY 2023 / 2024 Budget

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Resolution 2023-06-21-07

Recommended Motion:

"Motion to Adopt Resolution 2023-06-21-07 adopting a tentative budget in the amount of \$34,227,981.00 for the fiscal year beginning July 1, 2023 and ending June 30, 2024 and giving notice to the public of the tentative budget, as well as a time and place for a public meeting to hear comments prior to final adoption of the budget as required by law."



RESOLUTION 2023-06-21-07 Superstition Fire & Medical District Medical BUDGET HEARING

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024, AND GIVING NOTICE OF THE TIME AND PLACE FOR HEARING TAXPAYERS COMMENTS PRIOR TO THE ADOPTION OF THE BUDGET.

WHEREAS, in accordance with the provisions of Section 48-805, Arizona Revised Statutes, the Governing Board has on this twenty-first day of June 2023, made tentative estimates of the amount required to meet the public expenses for the ensuing year, and the receipts from sources other than direct taxation by the Superstition Fire and Medical District; and

WHEREAS, in accordance with said section of the Arizona Revised Statutes, the Governing Board wishes to establish a date of public comments.

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

That the estimates of revenues and expenditures provided for adoption now establish the adopted estimates of the proposed expenditures by the Superstition Fire & Medical District for the fiscal year beginning July 1, 2023 and ending June 30, 2024, and;

The Governing Board of Directors hereby authorizes the clerk of the Superstition Fire & Medical District to publish, in the manner prescribed by law, the adopted estimates. The Governing Board of Directors will meet for the purpose of holding a public hearing and taking public comment prior to adopting the annual budget for the fiscal year 2023 / 2024 for the Superstition Fire & Medical District, on July 19, 2023. The hearing and meeting will take place at 5:30 p.m. at the Administrative Office, located at 565 N. Idaho Rd., Apache Junction, Arizona.

PASSED AND ADOPTED THIS TWENTY-FIRST DAY OF JUNE 2023, BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Kathleen Chamberlain, Board Chairman	Connie Van Driel, Board Clerk
Natrileeri Chamberlairi, board Chairman	Colline Vall Brief, Board Clerk
Jeff Cross, Board Director	Shawn Kurian, Board Director
Jason Moeller, Board Director	

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



Agenda Item Title

New Business / Future Agenda Items

Financial Impact

N/A

Enclosure(s)

N/A

Recommended Motion:

"TBD"



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



Agenda Item Title Adjournment

Recommended Motion:

"Motion to adjourn the Board meeting."



Appendix A

A. Board Meeting Minutes from May 16, 2023

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)

May 16, 2023 Board Meeting Minutes





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

Governing Board Meeting Minutes

MAY 16, 2023

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 TUESDAY, MAY 16, 2023. 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 Carter Daniel

C. Roll Call

Board Members in attendance were Chairman Kathleen Chamberlain, Clerk Connie Van Driel, Director Jason Moeller and Director Shawn Kurian. Director Jeff Cross was not in attendance.

Senior Leadership Team in attendance were Fire Chief John Whitney, Assistant Chief Brian Read, Assistant Chief Richard Mooney, Transportation Services Director Billy Warren, Administrative Services Director Anna Butel, Finance Director Roger Wood, 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 April 2023 financial reports and bank reconciliations.

Motion by Director Kurian to approve the April 2023 financial reports and bank reconciliations.

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

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

May Anniversaries

21 Years of Service

Firefighter Paul Garcia

Firefighter / Paramedic Stephan Wagner

7 Years of Service

Firefighter / Paramedic Kevin Montgomery

2 Years of Service

Fire Chief John Whitney

Firefighter Michael Gallagher

1 Year of Service

Paramedic Amanda Valles

Annual Award Winners for 2023

Jay Nelson, Captain / Paramedic – Officer of the Year

Zachary Leon, Firefighter / Paramedic – Firefighter of the Year

Ryan Markham, Paramedic – Transportation Services Employee of the Year

Lauren Daniel, Information Systems Coordinator – Civilian Employee of the Year

Monte Fuller, Engineer – Chief's Award for Outstanding Service

Roger Nasello, Fire Mechanic II - Chief's Award for Outstanding Service

Promotion

Sean Matuszewski, Captain

Promoted on 5/8/2023

Retirement

Captain / Paramedic Craig Horvath – 1999 to 2023

3. Call to the Public

None

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

- A. Board Meeting Minutes from April 12, 2023
- B. Executive Session Minutes from April 12, 2023
- C. FY2022/2023 Baker Tilley Audit Engagement Letter
- D. Professional Services Agreement with Crest
- E. Delta Dental Contract
- F. Life Scan Wellness Agreement
- G. Server 5-Year Replacement Capital Project

Motion by Director Moeller to approve all consent agenda items for May 16, 2023.

Seconded by Clerk Van Driel **Vote 4** ayes, 0 nays, **MOTION PASSED**

5. Presentation, discussion and possible direction of Fiscal Year 2023/2024 Budget Development.

A high-level presentation of the major new and on-going initiatives was provided in support of the District's FY 2023/2024 suppression and ground transportation operations, capital replacement plans, and bond debt payment plans.

Property Tax Revenue:

- 100 / 500 / 600 Funds: NAV + 6.61%
 - ➤ Pinal County +6.61%
 - ➤ Maricopa County +8.93%
 - ightharpoonup SRP 1.03%
- 100 Fund at \$3.47 tax rate
- 500 / 600 Funds at \$0.12 tax rate
- Ground Transport Net Revenue: +\$21,179

Other Revenue – 100 Fund:

- Superior IGA (\$40,000)
- State Land / Wildland (\$450,000)
- Smart & Safe Funds (\$200,000)

Essential operating cost increases impacting District:

- Medical Insurance +13%
- Worker's Compensation Insurance +36.92%
- Property/Casualty Insurance +3.83%
- Dispatch Fees +17.1%
- COLA for all employees +4.0%
- Meeting all pension obligations including COP principal (\$530,000) and interest (\$777,469) payments
- Pension unfunded liability (\$267078 from 100 fund)
- Civilian cancer screening (8 people at \$3,000 each: \$24,000)

Key Capital Budget Initiatives within Budget:

- Dual band radio replacements (\$118,000)
- G2 upgrades (\$22,000)
- FS 265 Bay Door Replacement (\$42,000)
- Staff truck replacement contingency (\$100,000)
- A/C unit replacement contingency (\$30,000)
- Grant contingency (\$200,000)

No Motion

6. Senior Leadership Team Reports

Fire Chief Report

- Academy Graduation
- All-Staff Communications Meeting
- Promotional Processes
- Fire Mechanic I Interviews
- Legislative tracking
- Budget
- Benefits Transition
- SFCOA Firewise
- Pinal County Fire Chief's Association Meeting
- Superstition Sluggers Battle of the Badges
- SFMD Budget Managers

Emergency Services

- April Pools Day Chief Mooney and Tina Gerola
- 4th of July planning meeting with the City of Apache Junction agencies
- Special Event Task Force Meeting Chief Mooney
- Positively AJ Meeting
- Active Shooter Planning meeting with AJPD

Significant Incidents

- 4/26 Working attic fire fast attach, quick knockdown. One civilian was transported for evaluation with no firefighter injuries
- 4/30 Violent incident GSW
- 5/6 5-acre brush fire, quick containment. DFFM assisted SFMD units

Monthly Incident Call Volume

Training

- East Valley Recruit Academy 23-1 Graduates and RTO
- Regional Mayday / Firefighter Training at Fiesta Mall
- Regional Ladder Company Training
- Monthly and YTD Training Hours

EMS

- Received over \$10,000 worth of surplus PPE items from the AZ Dept. of Health Services
- Coordination and collaboration with several regional partners to finalize SFMD's transition to the National Emergency Medical Service Information Systems v3.5
- Planning meetings with AJPD, SFMD Training and SFMD EMS for upcoming Active Shooter Drill
- Attended Regional Medical Directors meeting

Transportation Services

- Conditional offers given to 1 Paramedic and 1 EMT
- Refining the data collection process for the Medicare Ground Ambulance Data Collection System (GADCS)
- Hospital Bed Delay Update
- Assisting Chief Pohlmann with the NEMSIS v3.5 migration
 - Meetings with Gilbert Fire, Scottsdale Fire, BK Squared and Digitech
- AEMS Board of Governors Meeting
- AEMS Education Meeting
- EMS ROCC
- East Valley Agency Meeting
- Central AZ Regional EMS Medical Directors Consortium
- Monthly Transportation Volume
- CON Compliance through April 2023

Support Services

- Fire Prevention
 - ➤ Plan Reviews 15
 - \triangleright Inspections 8
 - ➤ Citizen Requests or Assistance 3
 - ➤ Environmental Requests, Permits, Concerns, Knox Box Assistance 3
 - ➤ Community Events 7
 - \triangleright Fire Safety Presentations 0
 - ➤ Car Seat Placements 4
 - ➤ School Pub Ed Presentations 0
 - ➤ AED/CCR Presentations 3
- Battle of the Badges
- DVES Spring Carnival
- April Pool's Day (300 participants)
- EVIT Meeting with Mechanic Program Chair
- Pinal County Fallen Officer Memorial
- Stamp Out Hunger Food Drive
- Station Tour 263 with Avalon Kindergarten Students
- Lost Dutchman Marathon Donation Event
- Annual Water Donation event

Administrative Services

- UKG Update
 - ➤ Core HR
 - **>** Benefits
 - > Payroll
 - > Time & Accruals
 - > Integrations
- NFPA Annual Fire Experience Survey
- Quick Books Purchase Implementation
- Battalion Chief Open closes May 18th
- Onboarding May 22, 2023 1 Paramedic, 1 EMT, 1 Fire Mechanic I, 1 Lateral Firefighter

Financial Services

- Fiscal Year-End Planning
 - > Purchase Order clean-up
 - > Debt payment scheduling
 - > Account reconciliations
- PCT/Wells Fargo Negotiations
 - ➤ Planning for potential impact

7. New Business / Future Agenda Items

None

8. Announcements / Document Signing

No announcements

9. Adjourn

Motion by Director Moeller to adjourn the board meeting at 6:58 p.m.

Seconded by Director Kurian **Vote 4** ayes, 0 nays, **MOTION PASSED**

Governing Board Approval:

Appendix B

B. Discussion and possible approval of Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2023 / 2024 from the Pinal County Treasurer's Office, and the Amendment to Commercial Account Signature Card from Wells Fargo bank

Submitted By

Fire Chief John Whitney
Finance Director Roger Wood

Background / Discussion

The <u>Combined Resolution Affecting County Treasurer Transations for Fiscal Year 2023 - 2024</u> ("Resolution") is an annual requirement from the Pinal County Treasurer's Office ("PCT"). The purpose of the Resolution is for the District to provide direction to PCT as to who is authorized to approve the following types of transactions on behalf of the District:

- 1. Investment Resolution: Authorizes the Pinal County Treasurer's Office to invest on behalf of the District any/all excess funds in interest bearing securities as authorized by law.
- 2. Warrant Resolution: Identifies individuals who are authorized to provide warrant information including wires, voids, and/or stop payments to the Pinal County Treasurer on a daily basis.
- 3. Fund Transfer Resolution: Identifies individuals who are authorized to request the Pinal County Treasurer to process wire transfers, book transfers and/or EFT payments on behalf of the District.
- 4. Warrant Signature Resolution: Identifies (and provides specimen signatures) for those authorized to sign warrants on behalf of the District for the Fiscal Year 2023 / 2024.
- 5. List of Outside Bank Accounts: Identifies the outside bank accounts maintained by the District.

The <u>Amendment to Commercial Account Signature Card</u> is a requirement from Wells Fargo to ensure their records properly reflect the same information regarding signers for the District's warrants.

NOTE: Both of these documents needs to be manually signed by the respective individuals using blue ink.

Financial Impact/Budget Line Item

N/A

Enclosures(will be forthcoming)

- Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2023 / 2024
- Amendment to Commercial Account Signature Card



Appendix C

C . Discussion and possible approval of transfer of funds for the June 30, 2023, Chase Bond Debt Service Principal and Interest Payments

Submitted By

Fire Chief John Whitney
Finance Director Roger Wood

Background / Discussion

Principal Payment

The District has a Debt Service Principal payment of \$604,000.00 due on June 30, 2023, to JPMorgan Chase:

Fund Account: Debt Refunding Principal Series 2018 – account #6-11642-1409

Budget line item: 500-60-70500-10: Debt Service Expenditure – Principal

The current Principal Fund cash balance as of May 31, 2023 is \$726,424.47.

Interest Payment

The District also has a Debt Service Interest payment of \$45,322.45 due on June 30, 2023 to JPMorgan Chase:

Fund Account: Debt Refunding Interest Series 2018 – account #6-11642-1410

Budget line item: 600-60-70550-10: Debt Service Expenditure – Interest

The current Interest Fund cash balance as of May 31, 2023 is \$62,045.37.

Financial Impact/Budget Line Item

\$604,000.00 / Line item 500-60-70500-10 \$ 45,322.45 / Line item 600-60-70550-10

Enclosure(s)

JPMorgan Chase Commerical Loan Invoice #0599 – Principal and Interest Payments Due JPMorgan Chase Bond Debt Service Payments Authorization - 063023



միրմիկիկիկինումիկինինինկորիկինունիկիկիկի

SUPERSTITION FIRE AND MEDICAL DISTRICT

Customer Number: 452038311001

Bill Date:

05/03/23

Due Date:

07/01/23

Billing Period -

01/01/23 through 06/30/23

Please note that the current interest has been projected from 05/03/23 through

06/30/23

Page 1 of 3



Commercial Loan Invoice

Commercial Loan Invoice

Total Payment Due

0000594 VLC 001 001 12223 - YNN

APACHE JUNCTION AZ 85119-4014

565 N IDAHO RD

Invoice Number 0000000599

Summary	
Principal Due This Period	\$604,000.00
Past Due Principal	\$0.00
Interest Due This Period	\$45,322.45
Past Due Interest	\$0.00
Fees Due This Period	\$0.00
Past Due Fees	\$0.00
Late Charge This Period	\$0,00
Past Due Late Charges	\$0.00
Total Payment Due	\$649,322.45

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

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

Commercial Loan IIII	Oice		
Principal Due This Period	\$604,000.00	Customer Name	SUPERSTITION FIRE AND MEDICAL DISTRICT
Past Due Principal	\$0.00	Due Date	07/01/23
Interest Due This Period	\$45,322.45	Account #	452038311001
Past Due Interest	\$0.00	Customer/Account #	452038311001
Fees Due This Period	\$0.00	Invoice #	000000599
Past Due Fees	\$0.00		
Late Charge This Period	\$0.00	Check box if yo address on reve	our address has changed and indicate new
Past Due Late Charges	\$0.00	address on reve	erse

50000900000004000000045203831100100000000000000

\$649,322.45

(Please detach and return invoice below with payment)

P.O. BOX 78039 PHOENIX AZ 85062-8039

Amount Enclosed \$

122526700100100594000100000000



Superstition Fire & Medical District



565 North Idaho Road, Apache Junction, AZ 85119 Phone (480) 982-4440, Fax (480) 982-0183 www.sfmd.az.gov

June 21, 2023

Pinal County Treasurer's Office Ms. Debbie Garcia/Bookkeeping P. O. Box 729 Florence, AZ 85232

RE: Chase Commercial Invoice #0000000599

Dear Ms. Garcia,

Please accept this letter as Board Authorization to wire transfer funds:

- A. <u>\$604,000.00</u> from our Superstition Fire & Medical District Debt Refunding Prin Series 2018 Fund Account #6-11642-1409 for the debt service principal payment due 06/30/2023 payable to JP Morgan Chase Bank.
- B. <u>\$45,322.45</u> from our Superstition Fire & Medical District Debt Refunding Int Series 2018 Fund Account #6-11642-1410 for the debt service interest payment due 06/30/2023 payable to JP Morgan Chase Bank.

Superstition Fire & Medical District
By:
Kathleen Chamberlain - Board Chairperson
By:
Connie Van Driel - Board Clerk

Appendix D

D. Discussion and possible approval of transfer of funds for the June 30, 2023, Certificates of Participation (COP) US Bank Bond Debt Principal and Interest Payments

Submitted By

Fire Chief John Whitney
Finance Director Roger Wood

Background / Discussion

Principal Payment

The District has a Debt Service Principal payment of \$270,000.00 due on June 30, 2023, to US Bank:

Fund Account: Superstition Fire & Medical District General Fund – account #6-11642-1001

Budget line item: 100-10-53740-10: Pension (COP Principal)

Interest Payment

The District also has a Debt Service Interest payment of \$389,536.39 due on June 30, 2023, to US Bank:

Fund Account: Superstition Fire & Medical District General Fund – account #6-11642-1001

Budget line item: 100-10-53750-10: Pension (COP Interest)

NOTE: Taking into consideration the \$0.11 cash on hand balance at US Bank, the interest payment is \$389,536.28.

The current General Fund cash balance as of May 31, 2023 is \$5,212,083.16.

Financial Impact/Budget Line Item

\$270,000.00 / Line item 100-10-53740-10 \$389,536.28 / Line item 100-10-53750-10

Enclosure(s)

US Bank Invoice #2314638
US Bank COP Bond Debt Service Payment Authorization - 063023





Invoice Date: 6/5/2023 Invoice Number: 2314638

Funds due on 7/3/2023

SUPERSTITION FIRE & MEDICAL DISTRICT

565 N Idaho Rd

Apache Junction, Arizona 85119

ContactPhoneFaxEmailRoger Wood(480)-982-4440roger.wood@sfmd.az.gov

Account Number: 271548000

Superstition Fire & Medical District of Pinal and Maricopa Counties, Arizona Certificates of Participation Taxable Series 2021

Invoice for Debt Service Payment on 7/1/2023

Cusip	Maturity Date	Accrual Start Date	Accrual End Date	No. of Days	Principal Balance	Interest Rate	Interest	Principal	Premium/ Discount
72212CAA4	7/1/2023	1/1/2023	6/30/2023	180	\$270,000.00	0.594%	\$801.90	\$270,000.00	
72212CAB2	7/1/2024	1/1/2023	6/30/2023	180	\$530,000.00	0.86%	\$2,279.00	\$0.00	
72212CAC0	7/1/2025	1/1/2023	6/30/2023	180	\$825,000.00	1.187%	\$4,896.38	\$0.00	
72212CAD8	7/1/2026	1/1/2023	6/30/2023	180	\$1,085,000.00	1.387%	\$7,524.48	\$0.00	
72212CAE6	7/1/2027	1/1/2023	6/30/2023	180	\$1,115,000.00	1.604%	\$8,942.30	\$0.00	
72212CAF3	7/1/2028	1/1/2023	6/30/2023	180	\$1,135,000.00	1.854%	\$10,521.45	\$0.00	
72212CAG1	7/1/2029	1/1/2023	6/30/2023	180	\$1,155,000.00	2.034%	\$11,746.35	\$0.00	
72212CAH9	7/1/2030	1/1/2023	6/30/2023	180	\$1,180,000.00	2.184%	\$12,885.60	\$0.00	
72212CAJ5	7/1/2031	1/1/2023	6/30/2023	180	\$1,205,000.00	2.284%	\$13,761.10	\$0.00	
72212CAK2	7/1/2032	1/1/2023	6/30/2023	180	\$1,230,000.00	2.384%	\$14,661.60	\$0.00	
72212CAL0	7/1/2036	1/1/2023	6/30/2023	180	\$5,255,000.00	2.784%	\$73,149.60	\$0.00	
72212CAM8	7/1/2041	1/1/2023	6/30/2023	180	\$7,485,000.00	3.091%	\$115,680.68	\$0.00	
72212CAN6	7/1/2045	1/1/2023	6/30/2023	180	\$6,890,000.00	3.271%	\$112,685.95	\$0.00	
					\$29,360,000.00		\$389,536.39	\$270,000.00	

Interest Due:	\$389,536.39
Total Principal Due:	\$270,000.00
Principal Deposit Due:	
Cash on hand:	(\$0.11)
Net Due:	\$659,536.28

PAYMENT SUMMARY	
Total Interest Due:	\$389,536.39
Total Principal Due:	\$270,000.00
Total Credits:	(\$0.11)
TOTAL DUE 7/3/2023	\$659 536 28

Notes





WIRING INSTRUCTIONS

US Bank must receive funds prior to 10:30 A.M. CST to ensure DTCC receives funds prior to their same day settlement deadline of 2:00 P.M. CST. Any payments received by DTCC after the 2:00 P.M. deadline will be allocated the next day.

after the 2.00 f. Nr. deadine wh	if be anocated the next day.
ABA:	091000022
BBK:	U.S. Bank N.A.
A/C:	180121167365
BNF:	U.S. Bank Trust N.A.
OBI:	SUPERSTITION2021

CHECK INSTRUCTIONS

If paying by check, please include a copy of this invoice and remit payment 5 business days prior to payment date.

U.S. BANK St. Paul

CM-9705

P.O. BOX 70870

St Paul, Minnesota 55170

U.S. BANK CONTACTS

Prod Ops Mainyua Yang **Email:** mainyua.yang@usbank.com **Phone:** 651.466.7094

Analyst

Prod Ops Mainyua Yang **Email:** mainyua.yang@usbank.com **Phone:** 651.466.7094

Specialist

SUPERSTITION2021





Superstition Fire & Medical District



565 North Idaho Road, Apache Junction, AZ 85119 Phone (480) 982-4440, Fax (480) 982-0183 www.sfmd.az.gov

June 21, 2023

Pinal County Treasurer's Office Ms. Debbie Garcia/Bookkeeping P. O. Box 729 Florence, AZ 85232

RE: US Bank Invoice #2314638

Dear Ms. Garcia,

Please accept this letter as Board Authorization to wire transfer funds:

- A. <u>\$270.000.00</u> from our Superstition Fire & Medical District General Fund Account #6-11642-1001 for the debt service interest payment due 06/30/2023 payable to US Bank.
- B. <u>\$389,536.28</u> from our Superstition Fire & Medical District General Fund Account #6-11642-1001 for the debt service interest payment due 06/30/2023 payable to US Bank.

Superstition Fire & Medical District
By:
Kathleen Chamberlain - Board Chairperson
By:
Connie Van Driel - Board Clerk
Colline vali Dilei - Board Clerk

Appendix E

E. CLM and DocuSign Agreement

Agenda Item Title

CLM and DocuSign Agreement

Submitted By

John Whitney, Fire Chief Anna Butel, Administrative Services Director

Background/Discussion

SFMD implemented the CLM / DocuSign software in 2022. The efficiencies and centralized location for all agreements have been practical and a massive improvement for us. The annual renewal is attached for your review. This item was included in the 2022/2023 fiscal year budget.

Financial Impact(s)/Budget Line Item

100-10-62105-08 \$9,384.00

Enclosure(s)

Order/Agreement





DocuSign, Inc. 221 Main Street, Suite 1000 San Francisco, CA 94105 Offer Valid Through: May 25,

2023

Prepared By: Lale Aksu **Quote Number:** Q-01127796

ORDER FORM

Address Information

Bill To:

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

Billing Contact Name:

Lauren Daniel

Billing Email Address: lauren.daniel@sfmd.az.gov

Billing Phone: 4809824440

Ship To:

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

Shipping Contact Name:

Lauren Daniel

Shipping Email Address: lauren.daniel@sfmd.az.gov

Shipping Phone: 4809824440

Order Details

Order Start Date: May 26, 2023
Order End Date: May 25, 2024
Billing Frequency: Annual

Payment Method: Check Payment Terms: Net 30

Currency: USD

Products

Product Name	Subscription No.	Start Date	End Date	Quantity	Net Price
eSignature Business Pro Edition - Envelope Subs.	SUB-1605109-1	May 26, 2023	May 25, 2024	500	\$2,400.00
Premier Support - eSign	SUB-1605109-1	May 26, 2023	May 25, 2024	1	\$360.00
Premier Support - CLM	SUB-1605109-1	May 26, 2023	May 25, 2024	1	\$864.00
DocuSign CLM Essentials - Standard User - Seat Sub.	SUB-1605109-1	May 26, 2023	May 25, 2024	10	\$5,400.00
DocuSign CLM Essentials UAT Sandbox	SUB-1605109-1	May 26, 2023	May 25, 2024	1	\$0.00
DocuSign CLM Essentials - View Only User - Seat Sub.	SUB-1605109-1	May 26, 2023	May 25, 2024	2	\$360.00
eSignature QA Sandbox	SUB-1605109-1	May 26, 2023	May 25, 2024	1	\$0.00

Grand Total: \$9,384.00

Product Details

eSignature Envelope Allowance: 500

Overage/Usage Fees

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

Order Special Terms

Terms & Conditions

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

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

Billing Information

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

Is the contracting entity exempt from sales tax?

Please select Yes or No:

If yes, please send the required tax exemption documents immediately to taxexempt@docusign.com.

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

Purchase Order Information

is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?	
Please select Yes or No:	
f yes, please complete the following:	
PO Number:	
PO Amount: \$	

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

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

Appendix F

F. Emergency AC Purchase for Station 261

Submitted By

Assistant Chief Richard Mooney

Background/Discussion

The weekend of April 22^{nd,} the compressor at station 261 went out. The unit was an older unit, and it was more cost-effective to replace the entire. Due to the higher temperatures, a collaborative decision was made to make an emergency purchase instead of waiting until the May Board Meeting. The purchase and installation have been completed. We are now formally getting board approval for the purchase.

Financial Impact(s)/Budget Line Item

The cost of the AC Unit, crane rental, parts, and labor were \$11,545.00.

Enclosure(s)

Invoice



INVOICE

Hafer Air Conditioning and Refrigeration, LLC 527 N Al Sieber Rd Apache Junction, AZ 85119

haferacr@gmail.com +1 (480) 212-3396



Superstition Fire & Medical District

Bill to

Invoice details

Superstition Fire & Medical District Invoice no.: 1090

565 N Idaho Rd

Invoice date: 04/26/2023

Apache Junction, AZ 85119

Terms: Net 30

Due date: 05/26/2023

Amount Product or service

6 Ton Package Unit

1 unit × \$9,795.00

\$9,795.00

Service date: 04/26/2023

Replace current unit with a new Carrier 6 ton commercial package unit. Current unit is an old R-22 system and the compressor is over-amping and wires are starting to over-heat. If the compressor goes out, the unit could be down for several days until a new compressor would be available. It is recommended that the unit be replaced as soon as possible, so the station does not go without AC if the unit goes out.

2 Year Warranty on Parts & Labor

10 Year Manufacturers Warranty on Compressor

2. Crane Rental

1 unit × \$250.00

\$250.00

Service date: 04/26/2023

3. Miscellaneous Parts

1 unit \times \$1,000.00

\$1,000.00

Service date: 04/26/2023

Wire duct sealant and any other parts that will be need durning install

Labor

\$500.00

Service date: 04/26/2023

Total

\$11,545.00

Ways to pay









Note to customer

New unit is installed 4-26-2023

Pay invoice

Appendix G

G. PNI IT Service Agreement

Submitted By

John Whitney, Fire Chief Anna Butel, Administrative Services Director

Background/Discussion

PNI has been SFMD's outside IT consultant since 2012. Since then, they have not raised our rates, and they function off a retainer purchase. Appropriate amounts for their services have been budgeted, and we do not expect to go over even with the increase from \$75.00 to \$95.00 per hour. The amount of the retainer is split between the 100 and 150 funds.

Financial Impact(s)/Budget Line Item

100-10-61160-08 (as needed) 150-10-61160-08 (as needed)

Enclosure(s)

Agreement







We have prepared a Service Agreement for you IT Management Service Agreement

Prepared for

Superstition Fire and Medical District





IT MANAGEMENT SERVICE AGREEMENT

This IT MANAGEMENT SERVICE AGREEMENT (the "Agreement") made and entered into as of March 24, 2022 by and between PROPHET NETWORK INTEGRATION, INC. an Arizona corporation ("Vendor"), and Superstition Fire Medical and District (Customer"), an entity organized and existing under the State of Arizona, with principal offices at 565 N. Idaho Rd. Apache Junction, AZ 85119.

WITNESSETH

WHEREAS, Customer is the owner of a certain Computer System for which Customer desires Vendor to perform certain Computer Services; and

WHEREAS, Vendor desires to perform such services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

AGREEMENTS

- 1. Definitions . For purposes of this Agreement, the following definitions shall apply:
 - a. "Computer System" shall mean the computers, laptops, servers and network equipment unless mutually agreed upon and identified by customer and vendor in written form.
 - b. "Services" shall mean the Operation, Maintenance and Management of the computers, laptops, servers and network systems unless mutually agreed upon and identified by customer and vendor in written form.
 - c. "Operation" shall mean the operation of the Computer Systems, including, but not limited to manipulation and computation of data by the Computer System, the outputting of such manipulated and computed data by the Computer System, and communication between elements of the Computer System.
 - d. "Maintenance" shall mean remedial maintenance and preventive maintenance of the Computer System.
 - e. "Management" shall mean the scheduling of the use of the Computer System, procurement of supplies and spare parts therefore, and recommendation of changes and additions thereto.
 - f. "Up-Time" shall mean total time, during any calendar week, that the Computer System is available for Operation during the time scheduled for Operation divided by the total time scheduled for Operation during such calendar week.





2. Rates and Performance of Services.

- a. During the term hereof, Vendor shall perform Services, which shall be subject to Customer's written acceptance, and shall be performed by Vendor's employees, acceptable to the Customer, who are skilled in the Operation and Maintenance of the Computer System. Customer may, for any reason, request that such employees be replaced with other skilled employees by Vendor.
- b. Vendor shall provide the following specific services and rates with respect to its provision of services to Customer:

Response time of 8 business hours for break/fix PC issue
Response time of 4 business hours for down issue where all Customer staff is unable to connect

Reduced labor rates for Service Agreement Retainer B Level \$20,000.00

Reduced labor rates for computer, laptop, network and server hardware, in the amount of \$95 per hour.

- i. The provision of services for the above items shall be made during the coverage period of 8:00 a.m. to 5:00 p.m., Monday through Friday, with holidays excluded. An after-hours "support" is billed at 1.5 times the reduced labor rates quoted herein.
- ii. Any unused funds in Retainer accrue to the next year for use by Customer.
- iii. Retainers shall remain in the positive. Client has a period of 10 days after the retainer fund has been exhausted to renew the Retainer fund for the full amount. If the fund is not renewed within the 10 day grace period all work performed after the retainer has been exhausted will be billed at T&M Rate of \$150.00 per hour. iv. In addition to labor, the account can be used for preventative maintenance.
- v. All invoices shall be under a single unified invoice system of accounting for simplification purposes.
- vi. The provision of services for desktop, hardware and software shall be charged at a standard rate when all work to be peformed on such computers does not involve network connectivity. For example, replacing hardware such as memory or installing new software etc. vii. Vendor reserves the right to evaluate and determine which rate a particular project will be billed.
- viii. The work performed by Vendor employees is provided above. Any third party services or project related will be billed outside of this agreement. ix. All onsite work will be billed at one hour minimum. All work performed remotely will be billed 1/2 hour minimum.
- c. The preventative maintenance and, whenever possible, the remedial maintenance portions of the Maintenance shall be performed during the times that the Computer System is not scheduled for Operation. To the extent any Maintenance is required to be performed during the times that the Computer System is scheduled for Operation, Customer shall provide a back-up capability for that portion of the Computer System for which Maintenance is being performed.
- d. The performance of Vendor shall include Vendor's procurement of supplies and spare parts sufficient to ensure that the Operation of the Computer System is uninterrupted.
- e. Retainers shall only be used towards services as described above. Any hardware, loaner equipment, cabling, software, subscriptions, third party services and projects shall be billed outside Retainer.





- f. Vendor cannot move customer owned heavy or fragile equipment such as freestanding copiers, furniture of any kind, TVs or misc. equipment not described in this agreement. Vendor reserves the right to refuse the move of any hardware for the safety of Vendor employees.
- 3. <u>Negation of Warranty</u>. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. VENDOR LICENSES THE SERVICE "AS IS" AND "AS AVAILABLE" AND DOES NOT WARRANT THAT THE PRODUCT WILL WORK, MEET ANY REQUIREMENTS, IS FIT FOR A PARTICULAR PURPOSE, WILL FUNCTION IN THE EXPECTED WAY, OR WILL BE ERROR-FREE, UNINTERRUPTED, OR AVAILABLE.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT VENDOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF THIS SECTION MAY NOT APPLY TO YOU.

- 4. <u>Restrictions</u>. This service is intended to be used by humans and may not be used by robots, spiders, crawlers, indexers, or any other type of software or automated access or other types of high-load access. You hereby affirm that you are not a competitor of Vendor and will not disclose information concerning this service to Vendor's competitors. You agree not to duplicate, de-compile, reverse compile, disassemble or otherwise reverse engineer this service. Vendor reserves the right, for any reason, to change the service, the rules of usage, accessibility, equipment, interfaces, technology, implementations, and this agreement, without notice.
- 5. <u>Termination</u>. Unused portions of this Agreement will be refunded if, and only if, Vendor made the termination without cause and not due to breach of this Agreement.

This Agreement may be terminated/cancelled upon the occurrence of one or more of the following:

- a. By Vendor, if Customer fails to pay Vendor any charges or taxes required by Customer to be paid hereunder;
- b. By either party, if the other party is in default of any material provision hereof and such default is not cured within thirty (30) days' notice thereof is given to the other party; or
- c. By either party, if the other party becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law. d.

By Vendor, if Customer puts Vendor employees in way of harm.

In the event of any termination/cancellation of this Agreement, Vendor may:

a. Declare all amounts owed to it hereunder to be immediately due and payable;





- b. Enter Customer's premises and repossess all supplies, spare parts and other items supplied by Vendor hereunder for which payment has not been received by Vendor; and
- c. Cease performance of all Services hereunder without liability to customer.
- 6. <u>Limitation of Liability</u>. In no event shall vendor be liable to customer for any indirect, special or consequential damages or lost profits arising out of or related to this agreement or the performance of services hereunder or any breach thereof even if vendor has been advised of the possibility thereof. Vendor is not liable for damages or profit due to data loss, or security breaches. Vendor's liability to customer hereunder, if any, shall in no event exceed the total amount paid to vendor hereunder. In no event shall vendor be liable to customer for any damages resulting from or related to any failure to delay of vendor in the performance of services hereunder.
- 7. Excusable Delay. Vendor shall not be liable for any failure to perform, or delays in the performance of, Services hereunder, if such delays or failures are due to strikes, inclement weather, acts of God or other causes beyond the reasonable control of Vendor.

8. General.

- a. Any claim arising out of or related to this Agreement must be brought no later than one (1) year after the same has accrued.
- b. This Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Agreement may be amended only by an instrument executed by the authorized representatives of both parties.
- 9. Governing Law. This Agreement shall be interpreted in accordance with the substantive laws of the State of Arizona.
- 10. <u>Collection Agency</u>. Client shall understand and agree to pay a 50% collection fee on any outstanding balances due that are turned over to a collection agency.
- 11. <u>Security Breaches</u> The Internet is a shared resource among many persons. Because of this, there is a risk that Customer could be subject to a variety of security breaches, including but not limited to eavesdropping and denial of service attacks. This means that other people may be able to access, monitor and/or alter Customer's files, data or other traffic sent or received using the Services, and/or negatively affects Customer's ability to use the Services. ANY INFORMATION SENT BY CUSTOMER OVER THE NETWORK IS SENT AT CUSTOMER'S SOLE RISK, AND PROPHET NETWORK INTEGRATION, INC SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY CUSTOMER.

In the event that a security breach that relates to the Services, or attempted security breach that relates to the Services and is deemed in good faith not to be immaterial, is discovered by either Party, such Party shall promptly notify the other Party of such event. Vendor and Customer shall, subject to any applicable Law, cooperate with each other regarding the timing and manner of (a) notification to their respective customers, potential customers, employees and/or agents concerning a breach or potential breach of security and (b) disclosures to appropriate Government Entities as required by applicable Law regarding such security breach or attempted security breach.

	int.	I understand that by not having monitoring services that Prophet Network Integration, Inc will not have the ability to track
		and locate potential issues before or as they effect the environment and as such has no liability.
J	int.	I understand that by not configuring a multi-factor sign on for cloud or local logins that this will potentially leave the
		environment open to intrusion.



2000			
	ll de la		
		1 Waldys	

	int.		oractice standards for password complexity and change frequency that this will ntrusion. NIST doesn't recommend changing passwords with MFA.		
□	_ int.	I understand that I must notify Prophet Network Integration, Inc of any new equipment that is installed in the network environment so that we can monitor and assess potential security issues.			
	int.		sess potential security issues. craining for employees is essential to help mitigate the potential for security		
		breaches.			
	int.	I agree to allow Vendor to quarantine any d	evices that may be deemed infected.		
12.5					
13. <u>Reta</u>	ainer Se	lection			
		d labor rates for Service Agreement \$20,000 d labor rates for computer, laptop, network a	Level nd server hardware, in the amount of \$95 per hour.		
14. <u>Ret</u>	ainer O	pt Out			
		eclining the retainer option and it's benefits of or all services rendered.	reduced hourly rate and guaranteed response times. I will be billed \$150.00 per		
ITIW NI	NESS W	HEREOF, the parties have executed this Agree	ment as of the day and year first above written.		
Propl	net Ne	etwork Integration, Inc.	Superstition Fire and Medical District		
Signatu	ıre: _		Signature:		
Name:	-		Name:		
Title:			Date:		
Date:					

Appendix H

H. Affiliation Agreement with East Valley Institute of Technology (EVIT)

Submitted By

Assistant Fire Chief Richard Mooney

Background/Discussion

I recently spoke with the Chair of the Automotive and Diesel Technology Division at the East Valley Institute of Technology (EVIT) to discuss the possibility of SFMD becoming an affiliated organization with EVIT. Per the affiliation with SFMD, EVIT would allow future auto and diesel mechanics to complete their internship with SFMD at our Technical Annex. The agreement would provide a needed service for EVIT while providing an avenue for the recruitment and retention of future mechanics.

Financial Impact(s)/Budget Line Item

There is no financial impact

Enclosure(s)

Affiliation Agreement



Automotive Technologies and Diesel Technologies

This Affiliation Agreement shall be effective June 22, 2023. The parties to this Agreement are East Valley Institute of Technology District #401 ("School") and the Facility below.

Facility: Superstition Fire and Medical District

Address: 565 N Idaho Rd, Apache Junction, AZ 85119

This Agreement becomes effective when signed by both parties.

A. The parties agree:

- I. EVIT desires to provide internships for students enrolled in the Automotive and Diesel Technologies Programs under the supervision of the instructor.
- II. Facility has the facilities and personnel to provide internships with hands-on training and experience.
- III. The parties agree to promote quality education and to seek to render the best service possible to the public.
- IV. This agreement, its validity, performance, and all other questions arising hereunder shall be governed and determined by the respective Governing Boards and the laws of the state that EVIT, the educational institution, and the Facility in which the internship is being conducted are located.
- V. Each party shall pay all of its own costs associated with its participation in the intern experience programs. No monetary compensation shall be exchanged under this agreement, and there shall be no charge for use of the Facility or participation by personnel pursuant to this agreement.
- VI. The parties mutually agree that the relationship to exist between EVIT and the Facility is not a joint venture but is an independent contractor relationship and that neither shall be the agent of the other. The parties agree to promote quality education and patient care and to seek to render the best service possible to the public. Shared performance between Facility professional staff and students shall be encouraged as available during the intern experience. Publication of any materials resulting from the participation of any of the students under this Agreement shall require written mutual consent or approval from both parties to this Agreement.
- VII. The parties will comply with all applicable federal or state statutes or regulations pertaining to the confidentiality of student, employee, and volunteer records and other private information. No party shall use or disclose any information about any student intern for any purpose other than the performance of this Agreement without the prior consent of the student intern or his/her representative.
- VIII. This Agreement will be interpreted and governed by the law of the state of Arizona.

Automotive Technologies and Diesel Technologies

B. EVIT's rights and responsibilities:

- I. EVIT has the right to select learning experiences for student interns with input from Facility.
- II. EVIT has the right to assign and transfer a student intern from one department to another to provide the student intern with a better or more meaningful experience.
- III. EVIT will not assign more than the number of students the facility requests.
- IV. EVIT will comply with and require that all student interns comply with any Facility rules, regulations, and policies.
- V. The welfare, control, discipline, and activities of all student interns shall be the sole responsibility of EVIT. To that end, EVIT shall make and enforce uniform and adequate provisions in accordance with its policies. Provisions for transportation shall be the responsibility of the student interns in conformity with EVIT policies. EVIT will be responsible for tuition where applicable.
- VI. EVIT shall be responsible for advising the student interns of their obligations under this Agreement, which shall include but not be limited to:
 - a. Complying with the administrative policies, standards, practices, parking rules, and all other regulations in effect at the Facility that student interns receive notification of during orientation.
 - b. Wearing clean and appropriate clothing (no jeans, shorts, sleeveless shirts, false nails, or facial jewelry), and shoes that are enclosed;
 - c. Reporting to the Facility on time;
 - d. Conforming to the standards and practices established by EVIT while training at the Facility, to the extent that those standards and practices do not conflict with those of the Facility.
 - e. Carrying photo ID with them at all times and presenting it to Facility personnel upon request.
- VII. EVIT agrees to indemnify and save harmless, Facility against any and all loss or expense, including attorney's fees and court costs, incurred by reason of claims made against the Facility because of bodily injury, death, or property damage arising out of or in consequence of the performance of the terms of this agreement, providing such claims arise solely out of the negligence or other conduct on the part of EVIT, its employees, students, or agents.
- VIII. Under A.R.S.§ 38-511, EVIT, a political subdivision of the state, may, within three years of execution of the Agreement, cancel the Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on EVIT's behalf, at any time while the Agreement or any extension of the Agreement is in effect, is the Facility's employee or agent in any capacity or consultant with respect to this Agreement. Cancellation under this statute is effective when EVIT provides written notice to Facility.

Automotive Technologies and Diesel Technologies

C. Facility's rights and responsibilities:

- I. Facility will provide internship observations/training opportunities for students assigned by EVIT.
- II. Facility will coordinate with EVIT instructors to arrange the internship schedules. EVIT will have the first right of refusal with respect to available dates and times for internships.
- III. To the fullest extent permitted by law, Facility agrees to indemnify and save harmless EVIT against any and all loss or expense, including attorney's fees and court costs, incurred by reason of claims made against EVIT because of bodily injury, death, or property damage arising out of or in consequence of the performance of the terms of this agreement, providing such claims arise solely out of the negligence or other conduct on the part of the Facility, its employees or agents.
- IV. Facility shall procure and maintain, during the terms of this Agreement, a commercial general liability policy with limits of at least \$2,000,000 in the aggregate.

D. Contract Maintenance

- I. Each party shall be responsible for maintaining its accreditation, licensing, and credentials, and those of its respective personnel and students, and to provide evidence of such to the other party upon written request. Each party shall be responsible for notifying the other of any loss or reduction in its accreditation, licensing, or credentials.
- II. The term of the Agreement is one year and shall renew automatically annually unless a party objects to such renewal in writing at least sixty (60) days before the end of the initial term. Either party may terminate this Agreement, with or without cause, by giving the other party at least sixty (60) days written notice of termination prior to the commencement of the next succeeding semester of school term.
- III. A certificate of insurance shall be furnished to EVIT upon request, which states that the above coverage is in force and will continue in force throughout the term of the agreement.

E. The parties agree:

- I. EVIT desires to provide internships for students enrolled in Automotive and Diesel Technologies programs under the supervision of the instructor.
- II. Facility has the facilities and personnel to provide internships with hands-on training and experience.
- III. The parties agree to promote quality education and to seek to render the best service

Automotive Technologies and Diesel Technologies

possible to the public.

- IV. This agreement, its validity, performance, and all other questions arising hereunder shall be governed and determined by the respective Governing Boards and the laws of the state that EVIT, the educational institution, and the Facility in which the internship is being conducted are located.
- V. Each party shall pay all of its own costs associated with its participation in the intern experience programs. No monetary compensation shall be exchanged under this agreement, and there shall be no charge for the use of the Facility or participation by personnel pursuant to this agreement.
- VI. The parties mutually agree that the relationship to exist between EVIT and the Facility is not a joint venture but is an independent contractor relationship and that neither shall be the agent of the other. The parties agree to promote quality education and patient care and to seek to render the best service possible to the public. Shared performance between Facility professional staff and students shall be encouraged as available during the intern experience. Publication of any materials resulting from participation of any of the students under this Agreement shall require written mutual consent or approval from both parties to this Agreement.
- VII. The parties will comply with all applicable federal or state statutes or regulations pertaining to the confidentiality of student, employee, and volunteer records and other private information. No party shall use or disclose any information about any student intern for any purpose other than the performance of this Agreement without the prior consent of the student intern or his/her representative.
- VIII. This Agreement will be interpreted and governed by the law of the state of Arizona.
- IX. Pursuant to A.R.S. Section 38-511, the Fire District may terminate this Agreement.

East Valley Institute of Technology		Superstition Fire & Medical District		
Dr. Chad Wilson Contact Name		John Whitney Contact Name		
Superintendent		Fire Chief		
Title		Title		
c.wilson@evit.com		john.whitney@sfmd.a	az.gov	
email		email		

Internship Affiliation01 4 003ATHS-WB

Automotive Technologies and Diesel Technologies

Kathleen Chamberlain			
Board Chair			
Signature	Date		

Superstition Fire & Medical District

Appendix I

I. Relevant Digital Marketing (RDM)

Submitted By

John Whitney, Fire Chief Lauren Daniel, Information Systems Coordinator

Background/Discussion

SFMD is seeking approval to move our website to a new platform. Currently, our website administrator and maintenance host is recommending the move. We are having unresolvable problems on our current site, and this will be resolved with the move.

To move the site all it would take is pointing the DNS records to the new platform and it would be live. The SSL certificate, backups, and staging site for testing are available without affecting the live site. This will ensure everything is functioning properly.

Financial Impact(s)/Budget Line Item

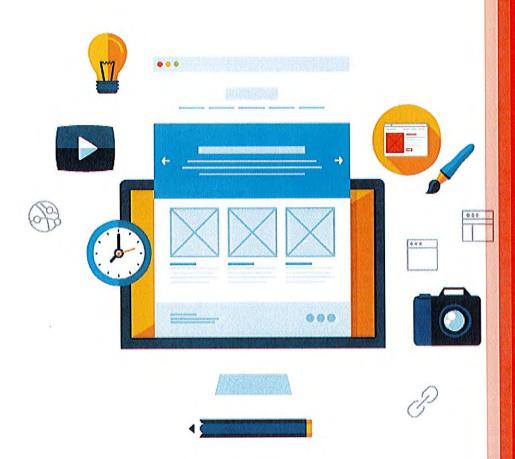
100-10-61170-08

Enclosure(s)

Agreement







Superstition Springs Fire & Medical District

Website Migration & Hosting Plan

Overview

Superstition Springs Fire & Medical District ("Client") Emergency Operations uses the district's personnel and apparatus to deliver a wide variety of both emergency and non-emergency services. Emergency services provided by Superstition Fire & Medical District include:

Advanced life support medical treatment Fire suppression Specialized rescue operations/TRT Response to weather-related emergencies Hazardous materials incident mitigation

The Superstition Fire & Medical District contracts with the City of Mesa for dispatch services. As an Automatic Aid partner, the district's protocols mirror those of its consortium partners. City of Mesa communications employs dedicated fire call takers and dispatchers. All incoming requests are screened and triaged to establish the correct initial response. The first arriving officer can amend the response based on conditions found at the incident.

Primary non-emergency services include pre-incident planning and public safety education programs.

Scope of Work

Client has engaged the services of **Relevant Digital Marketing** ("Company") to migrate their primary website to a more robust hosting platform. Superstition Fire & Medical District ("SFMD") had their site built by the ownership of **Relevant Digital Marketing** (also known as "RDM") and has been managed, maintained, and supported by partner company **Phoenix Technology Solutions** ("PTS"). In an effort to separate verticals, **Phoenix Technology Solutions** is moving all existing clients on website hosting, maintenance, security and support programs over to Relevant Digital Marketing and their hosting platform.

Relevant Digital Marketing will migrate the website to the new platform and then submit request for DNS records to be pointed to the new hosting location. There will be no downtime for the site as it transitions to the new location.

A website Staging feature will be made available to SFMD for testing new designs or other changes to the site without affecting the existing live site.



Hosting, Ongoing Maintenance & Support Plan:

Host site & maintain Wordpress Core, Installed Plugins, & Current Template, keeping them up-to-date with latest versions, patches and security updates. Other benefits include:

- · Network/Site Security (software firewall and site scanning, reporting)
- · Daily site backups
- · Uptime monitoring

Plan will include extended support for questions about site, or use of the site, maintenance, or requests for small changes or updates. Major design changes or excessive page layout changes will be quoted separately as a project.

Support provided by Relevant Digital Marketing Help Desk via phone or email or Support Portal. Client may use any of these methods to receive support.

Live Phone Support - Monday - Friday - 8a - 5p(MST)*: 602-461-8286

Email Support: websupport@relevantdigitalmarketing.com

Support requests sent via email will be assigned to the next available web support agent Monday through Friday, 8:00a – 5p(MST)*.

Ticket Portal: https://relevantdigital.freshdesk.com

Guaranteed response time of 6 hours, although typically less than 1 hour.

*Weekend Emergency Support available for emergencies that cannot wait until next business day. Limited to 1 hour per incident, not to exceed 4 hours per month. If incident exceeds 1 hour, or total incidents exceed 4 hours in a given month, excess will be billed at \$125/hr. Emergency requests should be placed in the web portal for fastest response time.

If monthly payments fail, cease or are refunded, the site will be shut down after 15 days. If not resolved within 30 days, a backup copy will be given to the client, then removed from hosting servers.



Fee Table \$250 \$250 **Superstition Springs Fire & Medical District** \$0 Migration (Existing client discount - no charge Discount (%) -100 migration) 1 Hosting, Ongoing Maintenance & Support Plan \$99/month \$99 /month

Total per month	\$99
Total Due Today	\$0
Total Savings	\$250



Lauren Daniel



Terms & Conditions

WHEREAS, Relevant Digital Marketing, LLC ("RDM") is engaged in the business of, web design and maintenance, Search Engine Optimization, Facebook Marketing, PPC advertising,

WHEREAS, S	Superstition Springs Fire & Medical District "Client")	
located at _	Address	wishes to utilize the
Access to the second second	Relevant Digital Marketing ("RDM") in connection with t	
	n/Build Services ("Web Design"), Website Maintenance ogo") as selected in Fee Table above,	Plan, ("Plan"), and/or Logo Design

NOW, THEREFORE, RDM and Client agree as follows:

1. Scope of Services

RDM will perform the services described in the Scope of Work ("Scope") and/or Website Maintenance Plan ("Plan"), in order to design, build, monitor, protect and manage the websites at optimal levels. Client will cooperate with RDM's reasonable requests for information and data necessary for the completion of the Services.

2. Price and Payment Terms

Client will pay RDM for the Work at the price and on the terms described in the pricing presented in the Plan. The price set forth in this Agreement does not include taxes unless otherwise noted. If RDM is required to pay any federal, state, or local taxes based on the products or services provided under this Agreement, these will be separately billed to Client. RDM will not be liable for any interest or penalties incurred due to late payment or nonpayment of these taxes by Client, but instead, Client will be fully responsible for payment of said interest and penalties.

Payment is required in advance. Client will be invoiced on the 20th of each month for the upcoming month of service. Method of payment is credit card on file, billed automatically each month on the 1st of the month. If payment is not made due to invalid card, expired credit card, or other credit card issue, 3 additional attempts will be made, once per day for the following three days. At that time, if payment is not made, support service will be suspended until payment is made. Invoices not paid by the 15th of the month for that month's service will be considered breach of contract and will terminate the Support Agreement between Client and RDM. Upon termination of contract, RDM will not be liable for any outstanding support ticket or resolution of any issues, whether new or existing. A backup of the site(s) will be sent to the client and the site(s) will be taken down and all data and content removed from RDM servers.

3. Term and Termination

Unless terminated as provided herein, this Agreement will extend to and terminate upon completion of RDM's Work as provided herein. Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay RDM for all of RDM's Work performed up to the date of termination. Initial down payments or deposits are non-refundable. Either party may terminate this Agreement for material breach, provided, however, that the terminating party has given the other party at least thirty (30) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedy for breach. Any RDM-owned equipment that is on Client premises, on loan or otherwise, must be returned immediately upon written notification of termination.

4. Confidential Information

All information relating to Client which is clearly marked as such in writing will be held in confidence by RDM and will not be disclosed or used by RDM except to the extent that such disclosure or use is reasonably necessary to the performance of RDM's Work.

These obligations of confidentiality will extend for a period of one (1) year after the termination of this Agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

5. Intellectual Property Rights

- a. <u>Residual Rights of RDM.</u> Except as provided in Section 5b, RDM and RDM's personnel shall be free to use and employ their general professional skills, know-how, and expertise, and to use, disclose, and employ any pre-existing generalized ideas, concepts, know-how, or skills that are used generally by RDM in its personnel in their business and that do not constitute or inherently disclose Client Information, Work Product or Services. Section 5b below does not convey to Client exclusive rights in the generalized ideas, concepts, know-how, etc. described in this Section 5a.
- b. Ownership of Work Product. Except to the extent otherwise specifically agreed in a Work Order, all copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, software, programs, logic diagrams, reports, data files, methodologies, or other works of authorship and other tangible materials developed or created by RDM during the course of performing Client's work, including all Deliverables, (collectively, the "Work Product") shall belong exclusively to Client, shall be promptly disclosed by RDM to Client, and shall, to the extent possible, be considered a work made for hire for Client within the meaning of Title 17 of the United States Code. RDM automatically assigns, at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest RDM may have in such Work Product, including any copyrights, patent, or other intellectual property rights pertaining thereto. Upon request of Client, RDM shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to confirm, evidence, or give full and proper effect to such assignment.

Pre-Existing Intellectual Property. RDM shall not deliver to Client under any Work Order any pre-existing works or other works in which proprietary rights are owned by RDM or by any third party, including so-called "open source" software ("Pre-Existing Works") unless (a) the Pre-Existing Work is clearly identified as such in the Work Order or an amendment thereto, (b) RDM has the right to license to Client as described below, the Pre-Existing work as delivered to Client, and (c) Client has consented in writing to its being delivered after its being identified as a Pre-Existing Work. RDM warrants that any Work Product delivered without such identification is original and that neither RDM nor any third party has any proprietary rights therein. To the extent that Pre-Existing Works in the form of third-party programming tools are used by RDM in the creation of software for delivery hereunder, RDM shall deliver to Client a copy of the relevant license to the programming tool, and hereby warrants to Client that all such licenses permit the unrestricted, royalty-free, worldwide distribution, redistribution, modification and resale of all code created with the assistance of the programming tools.

If Pre-Existing Works are delivered as described above, RDM grants to Client an unlimited, irrevocable, perpetual, assignable, sublicensable, worldwide, royalty-free license to use, copy, make, have made, sell, lease, distribute, import, export, display, perform, modify, adapt, publish, and otherwise deal in such materials, and modifications and derivative works thereof, in every manner.

6. Warranty and Disclaimer

RDM warrants the Work will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards. Client must report any material deficiencies in RDM's Work to RDM in writing within sixty (60) days of Client's receipt of the Work. Client's exclusive remedy for the breach of the above warranty will be the re-performance of RDM's Work within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. RDM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

7. Limitation of Liability, Indemnification

Neither party will be liable to the other for special, indirect, or consequential damages incurred or suffered by the other arising as a result of or related to the performance of RDM's Work, whether in contract, tort, or otherwise, even if the other has been advised of the possibility of such loss or damages. Client will indemnify and hold RDM harmless against any claims incurred by RDM arising out of or in conjunction with Client's breach of this Agreement, as well as all reasonable costs, expenses, and attorneys' fees incurred therein. RDM's total liability under this Agreement with respect to the Work, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Client to RDM.

8. Relation of Parties

The performance by RDM of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between RDM and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

9. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. If Client sells its business to another person or firm, such consent will not be unreasonably withheld. This Agreement will insure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

10. Governance

These terms shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to any principles of conflicts of law. Client and RDM agree that any action at law or in equity arising out of or relating to these terms shall be filed only in the state or federal courts located in Arizona and hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

11. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

12. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

13. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

14. Waiver and Modification

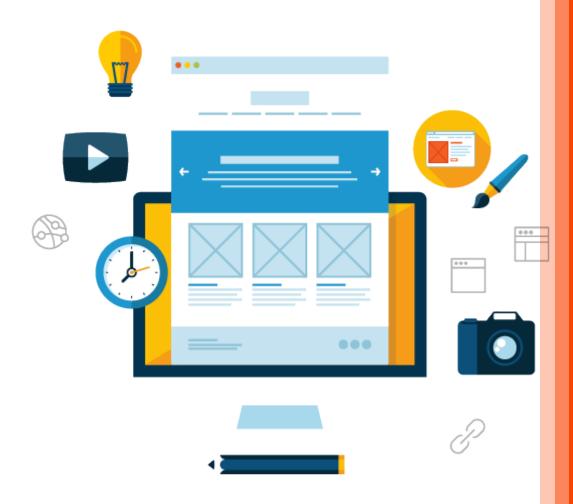
The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

15. Entire Agreement

This Agreement, together with any attachments referred to herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, estimates, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

By RDM (Relevant Digital M	larketing LLC) By Cl ——		
	Not yet accepted		Not yet accepted
Signature	Date	Signature	Date
Frederick Hughes / Presid	ent/CEO		
Name/Title		Name/Title	





Superstition Springs Fire & Medical District

Website Migration & Hosting Plan

Overview

Superstition Springs Fire & Medical District ("Client") Emergency Operations uses the district's personnel and apparatus to deliver a wide variety of both emergency and non-emergency services. Emergency services provided by Superstition Fire & Medical District include:

Advanced life support medical treatment Fire suppression Specialized rescue operations/TRT Response to weather-related emergencies Hazardous materials incident mitigation

The Superstition Fire & Medical District contracts with the City of Mesa for dispatch services. As an Automatic Aid partner, the district's protocols mirror those of its consortium partners. City of Mesa communications employs dedicated fire call takers and dispatchers. All incoming requests are screened and triaged to establish the correct initial response. The first arriving officer can amend the response based on conditions found at the incident.

Primary non-emergency services include pre-incident planning and public safety education programs.

Scope of Work

Client has engaged the services of **Relevant Digital Marketing** ("Company") to migrate their primary website to a more robust hosting platform. Superstition Fire & Medical District ("SFMD") had their site built by the ownership of **Relevant Digital Marketing** (also known as "RDM") and has been managed, maintained, and supported by partner company **Phoenix Technology Solutions** ("PTS"). In an effort to separate verticals, **Phoenix Technology Solutions** is moving all existing clients on website hosting, maintenance, security and support programs over to Relevant Digital Marketing and their hosting platform.

Relevant Digital Marketing will migrate the website to the new platform and then submit request for DNS records to be pointed to the new hosting location. There will be no downtime for the site as it transitions to the new location.

A website Staging feature will be made available to SFMD for testing new designs or other changes to the site without affecting the existing live site.

Hosting, Ongoing Maintenance & Support Plan:

\$99/mo

Host site & maintain Wordpress Core, Installed Plugins, & Current Template, keeping them up-to-date with latest versions, patches and security updates. Other benefits include:

- · Network/Site Security (software firewall and site scanning, reporting)
- · Daily site backups
- · Uptime monitoring

Plan will include extended support for questions about site, or use of the site, maintenance, or requests for small changes or updates. Major design changes or excessive page layout changes will be quoted separately as a project.

Support provided by Relevant Digital Marketing Help Desk via phone or email or Support Portal. Client may use any of these methods to receive support.

Live Phone Support - Monday - Friday - 8a - 5p(MST)*: <u>602-461-8286</u>

Email Support: websupport@relevantdigitalmarketing.com

Support requests sent via email will be assigned to the next available web support agent Monday through Friday, 8:00a – 5p(MST)*.

Ticket Portal: https://relevantdigital.freshdesk.com

Guaranteed response time of 6 hours, although typically less than 1 hour.

*Weekend Emergency Support available for emergencies that cannot wait until next business day. Limited to 1 hour per incident, not to exceed 4 hours per month. If incident exceeds 1 hour, or total incidents exceed 4 hours in a given month, excess will be billed at \$125/hr. Emergency requests should be placed in the web portal for fastest response time.

If monthly payments fail, cease or are refunded, the site will be shut down after 15 days. If not resolved within 30 days, a backup copy will be given to the client, then removed from hosting servers.



Fee Table

ree lable			
Superstition Springs Fire & Medical District Migration (Existing client discount - no charge migration)	\$250	1	\$250 \$0 Discount (%) -100
Hosting, Ongoing Maintenance & Support Plan	\$99 /month	1	\$99/month
Total per month			\$99
Total Due Today			\$0
Total Savings			\$250





Terms & Conditions

WHEREAS, Relevant Digital Marketing, LLC ("RDM") is engaged in the business of, web design and maintenance, Search Engine Optimization, Facebook Marketing, PPC advertising,

WHEREAS, <u>Superstition Springs Fire & Medical District</u> "Client")	
located at Address	wishes to utilize the
services of Relevant Digital Marketing ("RDM") in connection with the provision of:	_
Web Design/Build Services ("Web Design"), Website Maintenance Plan, ("Plan"), and/Package ("Logo") as selected in Fee Table above,	or Logo Design

NOW, THEREFORE, RDM and Client agree as follows:

1. Scope of Services

RDM will perform the services described in the Scope of Work ("Scope") and/or Website Maintenance Plan ("Plan"), in order to design, build, monitor, protect and manage the websites at optimal levels. Client will cooperate with RDM's reasonable requests for information and data necessary for the completion of the Services.

2. Price and Payment Terms

Client will pay RDM for the Work at the price and on the terms described in the pricing presented in the Plan. The price set forth in this Agreement does not include taxes unless otherwise noted. If RDM is required to pay any federal, state, or local taxes based on the products or services provided under this Agreement, these will be separately billed to Client. RDM will not be liable for any interest or penalties incurred due to late payment or nonpayment of these taxes by Client, but instead, Client will be fully responsible for payment of said interest and penalties.

Payment is required in advance. Client will be invoiced on the 20th of each month for the upcoming month of service. Method of payment is credit card on file, billed automatically each month on the 1st of the month. If payment is not made due to invalid card, expired credit card, or other credit card issue, 3 additional attempts will be made, once per day for the following three days. At that time, if payment is not made, support service will be suspended until payment is made. Invoices not paid by the 15th of the month for that month's service will be considered breach of contract and will terminate the Support Agreement between Client and RDM. Upon termination of contract, RDM will not be liable for any outstanding support ticket or resolution of any issues, whether new or existing. A backup of the site(s) will be sent to the client and the site(s) will be taken down and all data and content removed from RDM servers.

3. Term and Termination

Unless terminated as provided herein, this Agreement will extend to and terminate upon completion of RDM's Work as provided herein. Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay RDM for all of RDM's Work performed up to the date of termination. Initial down payments or deposits are non-refundable. Either party may terminate this Agreement for material breach, provided, however, that the terminating party has given the other party at least thirty (30) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedy for breach. Any RDM-owned equipment that is on Client premises, on loan or otherwise, must be returned immediately upon written notification of termination.

4. Confidential Information

All information relating to Client which is clearly marked as such in writing will be held in confidence by RDM and will not be disclosed or used by RDM except to the extent that such disclosure or use is reasonably necessary to the performance of RDM's Work.

These obligations of confidentiality will extend for a period of one (1) year after the termination of this Agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

5. Intellectual Property Rights

- a. Residual Rights of RDM. Except as provided in Section 5b, RDM and RDM's personnel shall be free to use and employ their general professional skills, know-how, and expertise, and to use, disclose, and employ any pre-existing generalized ideas, concepts, know-how, or skills that are used generally by RDM in its personnel in their business and that do not constitute or inherently disclose Client Information, Work Product or Services. Section 5b below does not convey to Client exclusive rights in the generalized ideas, concepts, know-how, etc. described in this Section 5a.
- b. Ownership of Work Product. Except to the extent otherwise specifically agreed in a Work Order, all copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, software, programs, logic diagrams, reports, data files, methodologies, or other works of authorship and other tangible materials developed or created by RDM during the course of performing Client's work, including all Deliverables, (collectively, the "Work Product") shall belong exclusively to Client, shall be promptly disclosed by RDM to Client, and shall, to the extent possible, be considered a work made for hire for Client within the meaning of Title 17 of the United States Code. RDM automatically assigns, at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest RDM may have in such Work Product, including any copyrights, patent, or other intellectual property rights pertaining thereto. Upon request of Client, RDM shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to confirm, evidence, or give full and proper effect to such assignment.

Pre-Existing Intellectual Property. RDM shall not deliver to Client under any Work Order any pre-existing works or other works in which proprietary rights are owned by RDM or by any third party, including so-called "open source" software ("Pre-Existing Works") unless (a) the Pre-Existing Work is clearly identified as such in the Work Order or an amendment thereto, (b) RDM has the right to license to Client as described below, the Pre-Existing work as delivered to Client, and (c) Client has consented in writing to its being delivered after its being identified as a Pre-Existing Work. RDM warrants that any Work Product delivered without such identification is original and that neither RDM nor any third party has any proprietary rights therein. To the extent that Pre-Existing Works in the form of third-party programming tools are used by RDM in the creation of software for delivery hereunder, RDM shall deliver to Client a copy of the relevant license to the programming tool, and hereby warrants to Client that all such licenses permit the unrestricted, royalty-free, worldwide distribution, redistribution, modification and resale of all code created with the assistance of the programming tools.

If Pre-Existing Works are delivered as described above, RDM grants to Client an unlimited, irrevocable, perpetual, assignable, sublicensable, worldwide, royalty-free license to use, copy, make, have made, sell, lease, distribute, import, export, display, perform, modify, adapt, publish, and otherwise deal in such materials, and modifications and derivative works thereof, in every manner.

6. Warranty and Disclaimer

RDM warrants the Work will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards. Client must report any material deficiencies in RDM's Work to RDM in writing within sixty (60) days of Client's receipt of the Work. Client's exclusive remedy for the breach of the above warranty will be the re-performance of RDM's Work within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. RDM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

7. Limitation of Liability, Indemnification

Neither party will be liable to the other for special, indirect, or consequential damages incurred or suffered by the other arising as a result of or related to the performance of RDM's Work, whether in contract, tort, or otherwise, even if the other has been advised of the possibility of such loss or damages. Client will indemnify and hold RDM harmless against any claims incurred by RDM arising out of or in conjunction with Client's breach of this Agreement, as well as all reasonable costs, expenses, and attorneys' fees incurred therein. RDM's total liability under this Agreement with respect to the Work, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Client to RDM.

8. Relation of Parties

The performance by RDM of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between RDM and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

9. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. If Client sells its business to another person or firm, such consent will not be unreasonably withheld. This Agreement will insure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

10. Governance

These terms shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to any principles of conflicts of law. Client and RDM agree that any action at law or in equity arising out of or relating to these terms shall be filed only in the state or federal courts located in Arizona and hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

11. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

12. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

13. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

14. Waiver and Modification

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

15. Entire Agreement

This Agreement, together with any attachments referred to herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, estimates, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

By RDM (Relevant Digital No. 1975) SIGNATURE Frederick Hughes	larketing LLC)	lient SIGNATURE Lauren Daniel	
	Not yet accepted		Not yet accepted
Signature	Date	Signature	Date
		Name/Title	
Frederick Hughes / Presid	ent/CEO		
Name/Title		Name/Title	

