VERSION 1.0 December 20, 2023



BOARD OF DIRECTORS MEETING

December 20, 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 DECEMBER 20, 2023

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

The Board will hold a meeting on Wednesday, December 20, 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 room will be accessible to the public at 5:00 p.m. 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 November 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 November 15, 2023
- B. Transfer of funds for the January 1, 2024 Chase Refinancing Bond debt service interest payment
- C. Transfer of funds for the January 1, 2024 Certificate of Participation (COP) US Bank Debt Interest Payment
- D. 2024 The Wedding Venue Event Firewatch Staffing and Apparatus Standby Agreement
- E. Renaissance Festival Contract for Fire and Medical Services 2024
- **5.** Discussion and possible action regarding conflict of interest or potential conflict of interest of SFMD Governing Board Members.

Administration Office 565 North Idaho Road Apache Junction, AZ 85119 **Regional Training Center** 3700 East 16th Avenue Apache Junction, AZ 85119 *Fleet Services* 1455 East 18th Avenue Apache Junction, AZ 85119

- 6. Discussion and possible approval of the 2024 disclosure statement of meeting notice posting locations and dates for the Superstition Fire & Medical District Governing Board Meetings and Local Pension Board Meetings.
- 7. Discussion and possible approval regarding Policy 1019: Awards and Recognition.
- 8. Discussion and update regarding the progress of the new fire station development.
- 9. Discussion, presentation, and possible approval of a commitment to purchase (through a capital lease) one 2024 Horton 623 Ambulance with warranty, power loader and cot.
- 10. Discussion, presentation, and possible approval of the 2022/2023 Annual Report and possible adoption of Resolution #2023-12-20-04
- 11. 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 James Vincent Group President Colt Weddell

- 12. Possible vote to go into Executive Session for personnel matters pursuant to A.R.S. § 38-431.03(A)(1) and legal advice pursuant to A.R.S. § 38-431.03(A)(3) and possible instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) re: Fire Chief John Whitney's Annual Evaluation.
- 13. Public Session. Discussion regarding the Fire Chief's Annual Evaluation.

14. New Business / Future Agenda Items.

15. Announcements and Document Signing.

16. 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: December 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 November 2023 financial reports and bank reconciliations.

Submitted By

James Vincent Group

Background/Discussion

The James Vincent Group 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.
- a. 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), Debt Interest (600) Funds and Certificates of Participation (700). 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 November 2023 financial reports and bank reconciliations."



Go to Item 2

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 **November 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
 - g. Certificates of Participation (700) 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.

December Anniversaries

<u>11 Years of Service</u>: George Nasello, Fire Mechanic II

<u>3 Years of Service</u>: Steven Schaeken, Firefighter Bradley Powers, EMT

2 Years of Service: Brian Read, Assistant Chief

<u>Promotions</u> Captain Adam Rodriguez Engineer Brian Garten

Retirement Captain Mark Gomez 1991 - 2023



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Agenda Item Title

Call to the Public

<u>A.R.S. §38-431.01(H)</u>

A public body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the public body.

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

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

Background / Discussion

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

Scheduled

None



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Agenda Item Title

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

- A. Board Meeting Minutes from November 15, 2023 Appendix A
- B. Transfer of funds for the January 1, 2024 Chase Refinancing Bond debt service interest payment Appendix B
- C. Transfer of funds for the January 1, 2024 Certificate of Participation (COP) US Bank Debt Interest Payment - **Appendix C**
- D. 2024 The Wedding Venue Event Firewatch Staffing and Apparatus Standby Agreement Appendix D
- E. Renaissance Festival Contract for Fire and Medical Services 2024 Appendix E

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.

<u>Recommended Motion</u> "Motion to approve the consent agenda items for December 20, 2023."



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Go to Appendices

Agenda Item Title

Discussion and possible action regarding conflict of interest or potential conflict of interest of SFMD Governing Board Members.

<u>Submitted By</u> Fire Chief John Whitney

Background/Discussion

The Superstition Fire & Medical District (SFMD) per <u>ARS §38-503</u>, in conjunction with the <u>Governing Board By-</u> <u>Laws, Article II, Item #12</u> which states:

Disclosure: Within a reasonable time following election or appointment, each Board Member shall disclose any conflicts of interest or potential conflicts of interest that each Board Member has or may have regarding the district. The Board shall update its Disclosure each December.

The SFMD Disclosure Form will be kept for public inspection in a special file per ARS §38-509 which states:

Every political subdivision and public agency subject to this article shall maintain for public inspection in a special file all documents necessary to memorialize all disclosures of substantial interest made known pursuant to this article.

The Board may use this time to disclose any conflict of interest or potential conflict of interest to the public body. Completed forms will be submitted to the board secretary to file.

Financial Impact

N/A

Enclosure(s)

SFMD Board of Directors Disclosure Form – For Signature

Recommended Motion

N/A



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SUPERSTITION FIRE & MEDICAL DISTRICT Board of Directors Disclosure Form

Pursuant to ARS §38-509, the Superstition Fire & Medical District maintains for public inspection in a special file, all documents necessary to memorialize all disclosures of substantial interest disclosed.

By submitting this Disclosure Form, I am requesting this Disclosure Form be kept according to ARS §38-509.

Ι, _ _____am a Board Member of the Superstition Fire & Medical District and:

I do not have a Conflict of Interest.

or

L I have, or my relative has, a substantial interest in a decision of the Superstition Fire & Medical District.

and/or

I have a conflict of interest or potential conflict of interest regarding decisions of the Superstition Fire & Medical District or the business of the Superstition Fire & Medical District, because:

Signature

Date

A.	<u>§38-503: Conflict of Interest; exemptions; employment prohibition</u> Any public officer or employee of a public agency who has, or whose relative has, a substantial interest in any contract, sale purchase or service to such public agency shall make known that interest in the official records of such public agency and sha refrain from voting upon or otherwise participating in any manner as an officer or employee in such contract, sale or purchase.		
В.	Any public officer or employee who has, or whose relative has, a substantial interest in any decision of a public agency shall ma known such interest in the official records of such public agency and shall refrain from participating in any manner as an officer employee in such decision.		
C.	Notwithstanding the provisions of subsections A and B of this section, no public officer or employee of a public agency shall supply to such public agency any equipment, material, supplies or services, unless pursuant to an award or contract let after public competitive bidding, except that:		
	1.	A school district governing board may purchase, as provided in sections 15-213 and 15-323, supplies, materials and equipment from a school board member.	
	2.	Political subdivisions other than school districts may purchase through their governing bodies, without using public competitive bidding procedures, supplies, materials and equipment not exceeding three hundred dollars in cost in any single transaction, not to exceed a total of one thousand dollars annually, from a member of the governing body if the policy for such purchases is approved annually.	
D.	school d	standing subsections A and B of this section and as provided in sections 15-421 and 15-1441, the governing board of a listrict or a community college district may not employ a person who is a member of the governing board or who is the of a member of the governing board.	
very po	litical sub	Filing of disclosures division and public agency subject to this article shall maintain for public inspection in a special file all documents necessar disclosures of substantial interest made known pursuant to this article.	

Agenda Item Title

Discussion and possible approval of the 2024 disclosure statement of meeting notice posting locations and dates for the Superstition Fire & Medical District Governing Board Meetings and Local Pension Board Meetings.

Submitted By

Fire Chief John Whitney Board Secretary Sherry Mueller

Background/Discussion

In accordance with <u>ARS §38-431.02(A)(3)</u> the District is required to execute a Disclosure Statement identifying the locations where the District will post notices of its public meetings; including Governing Board Meetings and Local Pension Board Meetings. In addition to these locations, the District will continue to post its meeting notices and agendas on its <u>website</u>.

The statement also includes the 2024 SFMD regularly scheduled Board Meeting dates and times.

Financial Impact

TBD

Enclosure(s)

2024 Disclosure Statement – For Signature

Recommended Motion

"Motion to approve filing the 2024 disclosure statement with board meeting dates and times with the Pinal & Maricopa County Board of Supervisors and for posting meeting notices and agendas at the locations specified in the statement and on the District's website."



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2024 Statement of Disclosure Posting Locations, Date and Times of Meetings

Pursuant to ARS §38-431.02(A)(3), the Superstition Fire & Medical District (SFMD) hereby states that all notices of the meetings of the Superstition Fire & Medical District Governing Board and any of its committees and sub-committees, including the Local Pension Board will be posted at the following locations:

SFMD Administration Office 565 N. Idaho Rd. Apache Junction, AZ 85119 Monday – Thursday 7:00 am – 6:00 pm (except holidays) Posted in the outside enclosed bulletin board by front entrance

SFMD Regional Training Center 3700 E. 16th Ave. Apache Junction, AZ 85119 Monday – Thursday 7:00 am – 6:00 pm (except holidays) Posted by the front entrance

Fire Station 264 Community Room 7557 E. US 60 Gold Canyon, AZ 85119 Daytime Hours Posted by the entry way to the Community Room

District Website www.sfmd.az.gov

Such notices will indicate the date, time, and place of the meeting and will include an agenda or information concerning the manner in which the public may obtain an agenda for the meeting. Pursuant to state statutes, these notices must be posted at least 24 hours before the meeting.

Please be advised that, pursuant to ARS §38-431.02(A)(3)(b), a technological problem or failure that either prevents the posting of public notices on a website or that temporarily or permanently prevents the use of all or part of the website does not preclude the holding of the meeting for which the notice was posted, if SFMD complies with all other public notice requirements.

The Board may change the regular meeting date, time or place, in its discretion. Members of the public are advised to check the notices and agendas referred to below, in order to confirm the date, time and place of the Board meeting.

The Governing Board of the Superstition Fire & Medical District reserves the right to hold special meetings at times and places other than mentioned above. Notice of time and place of any special meeting will be posted at the posting place(s).

Meetings are generally held at 5:30 p.m. on the 3rd Wednesday of each month at the SFMD Administration Office, 565 N. Idaho Rd., Apache Junction, AZ 85119.

2024 Governing Board Meeting Dates

4
2024
24
2024
2024

*LPB meetings will be scheduled quarterly or as needed.

2024 Statement of Disclosure Posting Locations, Date and Times of Meetings

This Notice shall be effective immediately, and shall terminate the date a superseding notice is posted on the website of the Superstition Fire & Medical District or filed with the County Board of Supervisors

Dated this 20th day of December, 2023. SUPERSTITION FIRE AND MEDICAL DISTRICT **Governing Board Approval:**

Board Chairman

Agenda Item Title

Discussion and possible approval regarding Policy 1019: Awards and Recognition

Submitted By

Fire Chief John Whitney Administrative Services Director Anna Butel

Background/Discussion

SFMD is in the process of updating policies as needed. Policy 1019 Awards and Recognition was selected at the board's request. This has been updated to include types of awards, time of service awards, and retirement gifts.

Financial Impact(s)/Budget Line Item Na

Enclosure(s) Policy 1019 Awards and Recognition

Recommended Motion *"Motion to approve Policy 1019: Awards and Recognition"*



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1. PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for receiving reports of exceptional public service and for the evaluation process for district recognition and awards.

2. POLICY

It is the goal of the Superstition Fire & Medical District to recognize members through an awards system for exceptional performance.

3. PROCEDURES

Community and district members may report acts of exceptional public service through any district supervisor.

3.1 TYPES OF RECOGNITION & AWARDS

The types of recognition and awards offered by the Superstition Fire & Medical District include:

- 1. Letter of Appreciation from a citizen or coworker
- 2. Letter of Appreciation from the Fire Chief
- 3. Supervisory Commendation
- 4. Officer of the Year Award
- 5. Firefighter of the Year Award
- 6. Transportation Services Employee of the Year Award
- 7. Civilian Employee of the Year Award
- 8. Community Partner of the Year Award (given at Fire Chief's Discretion)
- 9. Fire Chief's Award for Outstanding Service (given at Fire Chief's Discretion)
- 10. Meritorious Service Award (given at Fire Chief's Discretion)
- 11. Lifetime Achievement Award (given at Fire Chief's Discretion)
- 3.2 SUBMITTING AWARD NOMINATIONS

Any member may submit an award nomination by completing an award nomination form to any supervisor, recognizing the exemplary performance of another member.

Award nominations may be completed at any time during the year; however, an email solicitation will occur near the beginning of the year requesting award submissions.

3.3 AWARD RECIPIENT SELECTION

Once the submittal deadline has passed, the nominations will be reviewed by the Labor/Management Correlating Committee which will select that year's award recipients. Previous year award winners may also be solicited for feedback on nominations.

3.4 RETIREMENT RECOGNITION

Upon retirement in good standing, public safety employees are presented with a personalized engraved axe at either a station of their choosing or at an SFMD board meeting for official recognition unless the member declines the axe. Upon retirement in good standing, civilian employees will be presented with a personalized gift from the district not to exceed the cost of the axe, at either a celebration of retirement or the SFMD board meeting for official recognition.

3.5 TIME IN ORGANIZATION RECOGNITION

SFMD recognizes employees at the monthly Board Meetings for the following anniversaries:

- 5 Years of Service 7" engraved crystal statue
- 10 Years of Service 7" engraved crystal statue
- 15 Years of Service 7" engraved crystal statue
- 20 Years of Service 9" engraved crystal statue
- 25 Years of Service 9" engraved crystal statue
- 30 Years of Service Bugle with an engraved plaque
 - Brass/Gold Finish for Chief Officers
 - Chrome/Silver Finish for Non-Chief Officers
- 35 Years of Service Bell with an engraved plaque
 - Brass/Gold Finish for Chief Officers
 - Chrome/Silver Finish for Non-Chief Officers

Agenda Item Title

Discussion and update regarding the progress of the new fire station development.

Submitted By

Fire Chief John Whitney

Background/Discussion

A request for this update was made by Director Cross at the November 15, 2023 Board Meeting.

Financial Impact(s)/Budget Line Item



Go To Item 9

Agenda Item Title

Discussion, presentation, and possible approval of a commitment to purchase (through a capital lease) one 2024 Horton 623 Ambulance with warranty, power loader, and cot.

Submitted By

John Whitney, Fire Chief Billy Warren, Transportation Services Director

Background/Discussion

In April of 2022, a 5-year replacement plan was presented and approved by the board. Since then, the board has approved the purchase of the first two ambulances in the plan through a capital lease. Fortunately, we were able to pay for the first two ambulances through ARPA funding and a grant from the Gila River Indian Community. It is now time to purchase ambulance number 3 on the 5-year replacement plan. This unit will be purchased through a capital lease. We have updated the budgetary impact of this project with the ARPA funding and the Gila River Indian Community Grant. In addition, we are still on track with our timeline.

Financial Impact(s)/Budget Line Item

The is no budgetary impact for this commitment until FY 24/25 in which there will be a savings year over year.

Enclosure(s) Quote from Horton

Recommended Motion

"Motion to approve the commitment to purchase one 2024 Horton 623 ambulance through a capital lease."



Go To Item 10



Quality Emergency Vehicles Since 1974

October 23, 2023

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

To Whom It May Concern:

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

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

One (1) 2025 HORTON 623 TYPE I CRAWL-THROUGH CUSTOM AMBULANCE ON A 2024/2025 Ford F-450 4X2 GASOLINE CHASSIS

2025 Horton 623 Type I Crawl–Through Custom 4x2 Ambulance:

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

Ambulance Price*\$265,	350.00
2024/2025 Ford F-450 Gasoline Chassis\$58,0	
Ford Extra Care Extended Warranty**\$7,8	850.00
Stryker Power Load\$32,7	750.00
Stryker Power Pro 2\$33,5	500.00
Shipping\$4,8	800.00
Final Inspection Travel\$5,2	250.00
Delivered Ambulance Price\$408,1	50.00
**Extended Warranty covers 113 items until 8years, 200k miles, 8k Engine Hours, \$100 Dec	
<u>*Does not include any applicable state & local taxes.</u>	

IMPORTANT INFORMATION TO CONSIDER WHEN EVALUATING PROPOSALS!! Take

a look at Horton Emergency Vehicles (HEV) and you will see why they are so well regarded in the ambulance industry and among the finest available anywhere. A Horton emergency vehicle is <u>BUILT TO</u> <u>WITHSTAND</u> the rigors of ambulance service. Horton ambulances are tested and engineered to be incredibly structurally sound which provides the EMS crew and patient with a <u>SAFER WORKING</u> <u>ENVIRONMENT</u>. They are currently the only manufacturer with an ongoing crash simulation testing program to test things like cabinet mounting stability, door structure & latching strength, and body mounting solidity. <u>ALUMINUM CABINETS SAVE PAYLOAD</u> and are much more <u>DURABLE</u> than wood. An Ambulance built to a higher quality standard will provide <u>REDUCED OPERATING COSTS</u> or the many years the vehicle is in service!! When it comes to quality, durability, customization, and safety, Horton continues to be a leader in the ambulance manufacturing industry.

PROPOSAL CONDITIONS

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

DELIVERY: Vehicle will be delivered 240 days after receipt of chassis. Current estimate is 24 months due to current market conditions with MY2024. This is barring any delays due to strikes, availability of component parts (including chassis), or Acts of God.

- **SERVICE:** Professional Sales & Service has been selling and servicing ambulances since 1975. We have factory trained technicians and a large inventory of parts so you know that in the unlikely event of a problem we are only a phone call away. Please see the included service information for details. Professional Sales & Service understand that local service and repair availability is of the utmost importance to Superstition FD. Please be reassured that nearly every possible repair can be accomplished locally. Which allows PSS to get your ambulances in back in to service as quickly as possible. Professional Sales & Service has a close working relationship with one of the largest dealerships and some of the most experienced paint and body shops in town.
- **WARRANTY:** Horton Emergency Vehicles feature one of the most progressive, no-nonsense warranties around. Horton does not pro rate their warranties so there are no surprises should ever need it. Please see the included warranty information for details.

<u>PAYMENT TERMS:</u> Payment due upon delivery and acceptance of vehicle by Superstition FD.

The price is accurate within sixty (60) days from the above date, after 60 days a new estimate will be provided with updated pricing. Please contact us for a detailed quote.

We are confident you will be completely satisfied with a quality Horton ambulance and the service which PSS provides. Let us know what we can do to help you with your evaluation process.

Respectfully Submitted,

Professional Sales & Service, LC

Chad Barrett

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

Authorized by (Print name)SignedDatePlease let us know if you have any questions regarding this proposal. We are happy to assist you in any way
that we can.Date

Agenda Item Title

Discussion, presentation, and possible approval of the 2022/2023 Annual Report and possible adoption of Resolution #2023-12-20-04.

<u>Submitted By</u> John Whitney, Fire Chief Anna Butel, Administrative Services Director

Background/Discussion

This item comes before the Board on an annual basis. The annual report provides an overview of SFMD's performance over the last fiscal year. The report provides insight across all departments of the SFMD and its impacts on our community.

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

Enclosure(s) Annual Report

Recommended Motion

"Motion to approve the 2022/2023 Annual Report and adoption of Resolution 2023-09-20-04: Formally Adopting the 2022/2023 Annual Report."



Go To Item 11

RESOLUTION 2023-12-20-04 SUPERSTITION FIRE AND MEDICAL DISTRICT MEDICAL ADOPTING THE 2022/2023 ANNUAL REPORT

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, FULLY ADOPTING THE 2022/2023 SFMD ANNUAL REPORT.

WHEREAS, the Board acknowledges the importance of receiving an Annual Report each Fiscal Year to recognize the accomplishments and determine key initiatives for the next fiscal year; and

WHEREAS, the Annual Report continually has linkage to the SFMD Operational Plan, and the SFMD Strategic Plan;

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

That the Superstition Fire & Medical District Board of Directors fully adopts the 2022/2023 SFMD Annual Report.

PASSED AND ADOPTED THIS TWENTIETH DAY OF DECEMBER, 2023 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Kathleen Chamberlain, Board Chairman

Connie Van Driel, Board Clerk

Jason Moeller, Board Director

Jeff Cross, Board Director

Shawn Kurian, 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

N/A

Recommended Motion:



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Agenda Item Title:

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

<u>Submitted By:</u> Legal Counsel William Whittington

Background/Discussion:

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

Financial Impact: N/A

Enclosure(s):

N/A

Recommended Motion:

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



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<u>Agenda Item Title</u> Public Session. Discussion and possible action regarding the Fire Chief's Annual Evaluation.

Submitted By

Legal Counsel William Whittington Anna Butel, Administrative Services

Background / Discussion

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

Enclosure(s)

n/a

Recommended Motion TBD -



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<u>Agenda Item Title</u> New Business / Future Agenda Items

Financial Impact

Enclosure(s)

N/A

Recommended Motion: "TBD"



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Agenda Item Title Announcements and Document Signing

Background / Discussion

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

Recommended Motion:

N/A



Go to Item 16

Agenda Item Title Adjournment

Recommended Motion:

"Motion to adjourn the Board meeting."



Appendix A

A. Board Meeting Minutes from November 15, 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) November 15, 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 NOVEMBER 15, 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 WEDNESDAY, NOVEMBER 15, 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 Captain Craig Halver

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 attended via conference phone.

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, Sarah Simonton with James Vincent Group, Chief Dave Pohlmann and President Colt Weddell. Also in attendance was Sherry Mueller, Human Resources Generalist / Board Secretary. Attorney William Whittington attended via conference phone.

1. Review and approval of the October 2023 financial reports and bank reconciliations.

Motion by Director Moeller to approve the October 2023 financial reports and bank reconciliations.

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

Administration Office 565 North Idaho Road Apache Junction, AZ 85119 **Regional Training Center** 3700 East 16th Avenue Apache Junction, AZ 85119 Fleet Services 1455 East 18th Avenue Apache Junction, AZ 85119 2. Recognition of employee performance, achievements, and special recognition for community members.

NOVEMBER Anniversaries

- 23 Years: Engineer / Paramedic July Ritschel
- **17 Years:** Information Systems Coordinator Lauren Daniel
- 10 Years: Fleet and Facilities Support Specialist Jennifer Burke
- 8 Years: EMT Ron Demarzo EMT Justin Mueller Paramedic Jim Tucci
- 6 Years: Paramedic Jake Millan Firefighter Lucas Martinez Engineer Mark Nelson
- 3 Years: Firefighter Benjamin Young
- 2 Years: Human Resources Manager Alena Sampson

Promotion

Engineer Ryan Philips

<u>Retirement</u>

Engineer **Mitchell McCollough** 1999 – 2023

3. Call to the Public. None

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

- A. Board Meeting Minutes from October 18, 2023
- B. 7710 Insurance Renewal Term 1/1/2024 12/31/2025
- C. 2024 Lost Dutchman Marathon; Medical Staffing Agreement with the City of Apache Junction / Lost Dutchman Marathon
- D. 2024 Native American Arts Festival Medical Staffing Agreement

Motion by Director Kurian to approve all consent agenda items for November 15, 2023.

Seconded by Clerk Van Driel Vote 5 ayes, 0 nays, MOTION PASSED

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

Fire Chief Annual Review

- The Board shall provide an evaluation of the Chief during the first week of January each year
- Components
 - (1) Prepare a written evaluation, (2) meet and discuss the evaluation, (3) and present a written summary of the results
- The Fire Chief has completed his sections of the evaluation form
- The Board will complete
- The Fire Chief has completed his sections of the evaluation form, and it has been provided to the Board
- The Board will complete their sections for the December 20, 2023 meeting by December 13
- The Administrative Services Director will compile the responses into one packet and distribute
- The Fire Chief will provide a presentation for the December meeting

No Motion

6. Senior Leadership Team Reports

Fire Chief Report

- Self-Evaluation
- Budget Manager
- Veteran's Day Recognition
- Central Arizona Life Safety Council
- AFCA President's Forum
- SFCOA Firewise Event
- Recruitment & Retention
- SFMD Family Day

SFMD Family Day - Kudos

- Ashton Weddell
- Sarah Endres
- Michelle Frawley
- Melissa Garten
- Tina Gerola
- Desi Whitney
- Colt Weddell

Emergency Services

- Captain's Quarterly Meeting
- Meet and Greet with New Leadership at Mountain Vista Medical Center
- Met with SFCOA to discuss potential Firewise Grants
- Annual Physical passed with flying colors
- City of AJ Special Events monthly meeting

 Peer Support Meeting – SFMD Health & Wellness Committee Co-Chairs and SFD Captain Dutcher

Significant Incidents:

10/13/23 - Residential Structure Fire – quick knock down, fire contained to master bathroom and master bedroom. No injuries. E263 assigned occupant services. Assisted displaced family using the Red Cross as a resource

 $10/22/23 - 1^{st}$ Alarm Structure Fire – Automatic aid with Mesa. Exterior fire that extended into attic and surrounding brush. E261, E263 and BC261

11/4/23 – TRT incident – Silly Mountain Trail System – crews gained access from 34th Avenue. Minor injuries sustained from a fall

11/4/2023 – Working Garage Fire. Quick knockdown, fire contained to garage and attic space above. Three family members and several animals displaced.

• Continuum Monthly Report

Training

- EVRA 23-2 Week 13
 - ➢ Recruits Hansen, Markham, Gomez, Steinepreis and Doolen
 - FF 1 & 2 Test, TRT, Wildland, Live Burns basement fire, night drill legacy burn (last live fire)
 - ➢ Graduation December 5th
- BC/DC Tactical Training at Phoenix Fire CTC IC develop command structure
- Crews working on Firefighter Probation Packets
- Regional TRT Training Confined Space
- Personnel working Can Act Engineer Packets
- Apparatus Committee Meeting Engine and Ambulance build, LT263 hose replacement
- Training Committee Meeting Can Act Captains packets, MCS, Update Probation Firefighter packet
- EV Cadet Program Introduction to search and rescue
- Monthly Training Hours

EMS

- Completed EC with Dr. Solem
- Met with MFMD to discuss implementation challenges with Image Trend
- EMS Regional Operational Consistency Committee
- Met with Mountain Vista Executive Management
- Phoenix Regional Command Training
- Began Crew Training for Intelligent Dispensing Systems
- Attended Medical Directors Meeting. Great discussion on protocol changes
- Met with Mountain Vista Pharmacy to discuss pharmaceutical process changes
- Met with AJPD Training Committee
- EMS Committee Meeting
- 205 BLS CE hours and 568 ALS CE hours assigned

Transportation Services

- DHS Ambulance Inspection C-897
- Meeting with Mountain Vista Medical Center's New ER Director
- Central Arizona Regional EMS Medical Director's Consortium (CAREMDC)
- East Valley Agency meeting, ROCC, AEMS Board of Governors meeting
- Monthly Transportation Volume
- CON Compliance through October 2023

Support Services

Fire Prevention

- Plan Reviews 17
- Inspections 22
- Citizen Requests or Assistance 4
- Environmental Requests, Permits, Concerns and Knox Box Assistance 22

Community Risk Reduction

- Community Events 11
- Fire Safety Presentations 1
- Car Seat Placements 1
- School Pub Ed Presentations 2
- AED/CCR Presentations 4
- Peralta Gate Community Discussion
- ADOBE Meeting
- City of Mesa meeting to discuss the MRDC service
- Budget Managers meeting
- City of AJ meeting to discuss a current project
- City of AJ Special Events monthly meeting
- Local Emergency Planning Committee Meeting
- City of AJ meeting to discuss Rodeo Grounds Master Plan
- AZ Fire & Burn Educators Fall Symposium
- District Events
 - City of AJ Mud Run
 - Chili Challenge at Superstition Foodbank
 - Fire Truck Visit to The Learning Center Preschool
 - CAAFA Trunk-or-Treat Event
 - Peralta Elementary Halloween Event
 - City of AJ Trunk-or-Treat Event
 - Station Tour of 263 with Daughters of the American Revolution
 - > Trunk-or-Treat at AJ First Assembly of God Church
 - Superstition Foothills HOA Firewise
 - Station Tour of 261 with preschool students
 - Veterans Day Parade
 - Festival of the Superstitions
 - Sadie Hawkins Fundraiser Dance for Station 261 at Lost Dutchman RV Resort

Administrative Services

- HRSA Financial Management Reporting (FMR)
- IAFF Health & Wellness Trust
 - Life Scan 1582 Annual Physicals
- IT Discussion with Auditors
- Recruitment and Retention Meeting
- UKG Aspire Conference
- UKG additional payroll parallel, Telestaff/UKG compatibility, accruals and integrations
- Board Financial Services Training

Financial Services

- YTD Property Tax Revenue is over budget due to strong October collections
- YTD Transport Revenue over budget
- YTD Expenses continue to be under budget
- Bill.com Training provided after the Board Meeting

7. New Business / Future Agenda Items

Union President Colt Weddell formally recognized the loss of a local community hero, Sergeant Andrew Southard of the U.S. Army Special Operations. He was confirmed as one of five victims who perished on November 10, 2023 during a training mission over the Mediterranean Sea. Sergeant Southard was a Crew Chief on a Blackhawk helicopter when the helicopter went down. President Weddell is working with the Local 2260 to see what assistance can he given to the family of Sergeant Southard, who live here in Apache Junction.

There was a question from Clerk Van Driel about our newly annexed area and the DR Horton development relating to responses by our District. Chief Whitney talked about the auto aid how it works in that area for now until a new fire station can be built and staffed.

Director Cross asked that we add an update to the December 20, 2023 Board Meeting on the projections as to when the thresholds are met.

8. Announcements / Document Signing

9. Adjourn

Motion by Director Moeller to adjourn the board meeting at 6:52 p.m. Seconded by Clerk Van Driel Vote 5 ayes, 0 nays, MOTION PASSED

Governing Board Approval:

Appendix B

B. Transfer of funds for the January 1, 2024, Chase Refinancing Bond debt service interest payment

<u>Submitted By</u> John Whitney, Fire Chief Anna Butel, Administrative Services Director

Background/Discussion

Interest Payment The District has a Debt Service Interest payment of \$36,775.85 due on January 1, 2024, to JPMorgan Chase:

Fund Account:Debt Retirement Interest 2006 – account #6-11642-1410Budget line item:600-60-70550-10 entitled Debt Service Expenditure – Interest

Financial Impact(s)/Budget Line Item

\$36,775.85 / Line item 600-60-70550-10

Enclosure(s)

JPMorgan Chase Commercial Loan Invoice 000000554





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

December 20, 2023

Pinal County Treasurer's Office Special Services P. O. Box 1348 Florence, AZ 85132 ATTN: Lori Ashford

Ms. Ashford,

Please accept this letter as Board Authorization to wire transfer funds in the amount of <u>\$36,775.85</u> from our Superstition Fire & Medical District Debt Retirement Interest Fund Account #6-11642-1410 for the debt service interest payment due 1/1/2024 and payable to JPMorgan Chase.

Superstition Fire & Medical District

By:

Director

By:

Director

Administration Office 565 North Idaho Road Apache Junction, AZ 85119 **Regional Training Center** 3700 East 16th Avenue Apache Junction, AZ 85119 Fleet Services 1455 East 18th Avenue Apache Junction, AZ 85119 CHASE C UNDELIVERABLE MAIL ONLY - BB PO BOX 44959 INDIANAPOLIS IN 46244-4959

SUPERSTITION FIRE AND MEDICAL DISTRICT

APACHE JUNCTION AZ 85119-4014

Customer Number: 452038311001

Bill Date: 11/03/23

Due Date: 01/01/24

Billing Period -

07/01/23 through 12/31/23

Please note that the current interest has been projected from 11/03/23 through 12/31/23

Page 1 of 3

Commercial Loan Invoice

565 N IDAHO RD

Invoice Number 0000000554

Total Payment Due	\$36,775.85
Past Due Late Charges	\$0.00
Late Charge This Period	\$0.00
Past Due Fees	\$0.00
Fees Due This Period	\$0.00
Past Due Interest	\$0.00
Interest Due This Period	\$36,775.85
Past Due Principal	\$0.00
Principal Due This Period	\$0.00

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 Invoice

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Principal Due This Period	\$0.00	Customer Name SUPERSTITION FIRE AND MEDICAL DISTRICT
Past Due Principal	\$0.00	Due Date 01/01/24
Interest Due This Period	\$36,775.85	Account # 452038311001
Past Due Interest	\$0.00	Customer/Account # 452038311001
Fees Due This Period	\$0.00	Invoice # 000000554
Past Due Fees	\$0.00	Check box if your address has changed and indicate new
Late Charge This Period	\$0.00	address on reverse
Past Due Late Charges	\$0.00	
Total Payment Due	\$36,775.85	Amount Enclosed \$

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CHASE P.O. BOX 78039 PHOENIX AZ 85062-8039

30652670010010055000010000000

CHASE 🗘

0000550 VLC 001 001 30623 - YNN

Customer Number:	452038311001

 Bill Date:
 11/03/23

 Due Date:
 01/01/24

 Billing Period

07/01/23 through 12/31/23

Page 3 of 3

SUPERSTITION FIRE AND MEDICAL DISTRICT

Account # 452038311001

Commercial Loan

Transaction Type	Effective	Through	Amount	Rate	Accrual/Due	Balance
Ending Balance Prior Invoice	05/03/23					\$3,203,000.00
Beginning Interest Rate	05/03/23	i		2.83%		\$3,203,000.00
Payment - Thank You	07/01/23	12/31/23	\$649,322.45			
Interest	07/01/23		-\$45,322.45			
Principal	07/01/23		-\$604,000.00			\$2,599,000.00
Principal Due This Period		12/31/23	2.5		\$0.00	
Interest Due This Period		12/31/23			\$36,775.85	
Total Due This Period		01/01/24			\$36,775.85	
Total Due This Account		01/01/24			\$36,775.85	

Appendix C

C. Transfer of funds for the January 2, 2024, Certificate of Participation (COP) Bond debt service interest payment

Submitted By

John Whitney, Fire Chief Anna Butel, Administrative Services Director

Background/Discussion

Interest Payment

The District has a Debt Service Interest payment of \$388,467.24 due on January 2, 2024, to US Bank, which is the fiduciary for the District in relation to interest and principal payments for its Certificate of Participation (COP) bonds:

Fund Account:	General (100) Fund - account #6-11642-1001
Budget line item:	100-10-53750-10 entitled Pension (COP Interest)

Financial Impact(s)/Budget Line Item \$388,467.24 / Line item 100-10-53750-10

Enclosure(s) US Bank Invoice





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

December 20, 2023

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

RE: US Bank Certificates of Participation Interest Payment

Dear Ms. Garcia,

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

A. **<u>\$388,467.24</u>** from our Superstition Fire & Medical District General Fund Account #6-11642-1001 for the debt service interest payment due 01/02/2024 payable to US Bank.

Superstition Fire & Medical District

By:

Director

By:

Director

Administration Office 565 North Idaho Road Apache Junction, AZ 85119 **Regional Training Center** 3700 East 16th Avenue Apache Junction, AZ 85119 *Fleet Services* 1455 East 18th Avenue Apache Junction, AZ 85119

 Invoice Date:
 12/5/2023

 Invoice Number:
 2457764

SUPERSTITION FIRE & MEDICAL DISTRICT 565 N Idaho Rd Apache Junction, Arizona 85119

Contact	Phone	Fax	Email
Ben Archer-Clowes			ben@jamesvincentgroup.com
Anna Butel			anna.butel@sfmd.az.gov
Alena Sampson			Alena.Sampson@sfmd.az.gov
John Whitney			John.Whitney@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 1/1/2024

Cusip	Maturity Date	Accrual Start Date	Accrual End Date	No. of Days	Principal Balance	Interest Rate	Interest	Principal	Premium/ Discount
72212CAB2	7/1/2024	7/1/2023	12/31/2023	180	\$530,000.00	0.86%	\$2,279.00	\$0.00	
72212CAC0	7/1/2025	7/1/2023	12/31/2023	180	\$825,000.00	1.187%	\$4,896.38	\$0.00	
72212CAD8	7/1/2026	7/1/2023	12/31/2023	180	\$1,085,000.00	1.387%	\$7,524.48	\$0.00	
72212CAE6	7/1/2027	7/1/2023	12/31/2023	180	\$1,115,000.00	1.604%	\$8,942.30	\$0.00	
72212CAF3	7/1/2028	7/1/2023	12/31/2023	180	\$1,135,000.00	1.854%	\$10,521.45	\$0.00	
72212CAG1	7/1/2029	7/1/2023	12/31/2023	180	\$1,155,000.00	2.034%	\$11,746.35	\$0.00	
72212CAH9	7/1/2030	7/1/2023	12/31/2023	180	\$1,180,000.00	2.184%	\$12,885.60	\$0.00	
72212CAJ5	7/1/2031	7/1/2023	12/31/2023	180	\$1,205,000.00	2.284%	\$13,761.10	\$0.00	
72212CAK2	7/1/2032	7/1/2023	12/31/2023	180	\$1,230,000.00	2.384%	\$14,661.60	\$0.00	
72212CAL0	7/1/2036	7/1/2023	12/31/2023	180	\$5,255,000.00	2.784%	\$73,149.60	\$0.00	
72212CAM8	7/1/2041	7/1/2023	12/31/2023	180	\$7,485,000.00	3.091%	\$115,680.68	\$0.00	
72212CAN6	7/1/2045	7/1/2023	12/31/2023	180	\$6,890,000.00	3.271%	\$112,685.95	\$0.00	
					\$29,090,000.00		\$388,734.49	\$0.00	

Interest Due:	\$388,734.49
Principal Deposit Due:	
Cash on hand:	(\$267.25)
Net Due:	\$388,467.24

PAYMENT SUMMARY	
Total Interest Due:	\$388,734.49
Total Credits:	(\$267.25)
TOTAL DUE 1/2/2024	\$388,467.24
Notes	



Funds due on 1/2/2024

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. ABA: 091000022 BBK: 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	Mai Sao Vang	Email: maisao.vang@usbank.com	Phone: 651-466-6121	
Analyst Prod Ops Specialist	Mainyua Yang	Email: mainyua.yang@usbank.com	Phone: 651.466.7094	

SUPERSTITION2021



Appendix D

D. 2024 The Wedding Venue Event Firewatch Staffing & Apparatus Standby Agreement

<u>Submitted By</u> Assistant Chief Richard Mooney

Background/Discussion

The Wedding Venue Event Firewatch Staffing & Apparatus Standby Agreement is still needed because the sprinkler and water supply systems are still not operational. The wedding events listed were scheduled assuming the fire protection systems would be operational. Instead of canceling and rescheduling the events, The Wedding Venue contacted SFMD for their options. If the fire protection systems become operational prior to any of the scheduled events, the Wedding Venue can cancel the standby if they give 48-hour notice to SFMD. The schedule for the water system to be operational is now set for mid to late January 2024.

Financial Impact(s)/Budget Line Item

The contract is a cost recovery system based on our event standby employee rates and apparatus contracted rates.

Enclosure(s)

2024 The Wedding Venue Firewatch Staffing & Apparatus Standby Agreement





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

December 20, 2023

Dr. M. Russell Giveans The Wedding Venue 2014 S. Starr Rd. Apache Junction, AZ 85119 <u>Russell.giveans@gmail.com</u> 1-504-231-4007

2024 The Wedding Venue Event Firewatch Staffing & Apparatus Standby Agreement

Mr. Giveans,

This Fire Suppression & Apparatus Standby Agreement represents the cost associated with providing fire suppression standby protection to staff a Fire Tender Apparatus for all events scheduled at the Wedding Venue until the water supply and sprinkler systems are operational. This joint agreement between the Wedding Venue and the Superstition Fire & Medical District is valid for the following dates in 2024: January 12, 13, 19, 20 & 26. This agreement provides for two fire suppression personnel and one fire support tender for the purpose of a fire standby for scheduled events at the Wedding Venue in Apache Junction.

The following obligations are agreed upon by both parties as per the execution of this agreement for services:

Fire District's Obligations:

- Provide two Certified Fire Personnel to staff the fire support tender at The Wedding Venue, 2014
 S. Starr Road, Apache Junction, AZ 85119, for scheduled events at the location.
- 2. Provide all necessary fire personnel, fire equipment, EMS jump bag, and water needed for a fire response.
- 3. Provide communications equipment for contact with Mesa Regional Dispatch Center for the purpose of requesting additional resources for fire and medical emergencies at the location.

The Wedding Venue Obligations:

Administration Office 565 North Idaho Road Apache Junction, AZ 85119 **Regional Training Center** 3700 East 16th Avenue Apache Junction, AZ 85119 Fleet Services 1455 East 18th Avenue Apache Junction, AZ 85119

- Agree to payment for services to staff two fire suppression personnel and the cost of an apparatus for a fire standby at the special events located at The Wedding Venue, 2014 S. Starr Road, Apache Junction, AZ 85118, for all event dates listed in the agreement per <u>Schedule 'A'</u> (attached).
- 2. Provide a secure and centralized location for the staging of the Support Tender. This location shall have direct access in and out of the event grounds to avoid any delays in fire suppression activities.
- 3. Provide unobstructed access at all times for emergency vehicle traffic into the event.
- 4. Provide at least 48-hour notice to SFMD for all event cancelations. The contact person is Assistant Chief Richard Mooney (email <u>richard.mooney@sfmd.az.gov</u> and phone number 1-480-676-8099). Failure to contact SFMD will result in a minimum of 4 hours billed for personnel and apparatus to the Wedding Venue.

Pursuant to ARS Section 38-511, the Client may cancel this agreement for conflict of interest.

If parties agree upon all conditions and obligations, the Fire District and Wedding Venue, this document, and representative(s) signature(s) shall be considered and accepted as a binding agreement. Affixed signatures and receipt of payment must be received in advance of the scheduled event date at our administration office located at 565 N. Idaho Rd, Apache Junction, AZ, 85119, for this agreement to remain valid.

The Wedding Venue Dr. M. Russell Giveans

Board Chair:	Agent:
Printed:	Printed:
Board Clerk:	Co-Agent:
Printed:	Printed:

SCHEDULE 'A'

Scheduled Event Date & Times

January 12, 2024, 1600-2300 January 13, 2024, 1600-2300 January 19, 2024, 1600-2300 January 20, 2024, 1600-2300 January 26, 2024, 1600-2300 Cost is based on two personnel for the total time that the crew is covering the event; it will also include $\frac{1}{2}$ hour before the event to allow the crew to check off the apparatus and equipment and $\frac{1}{2}$ hour after the event to return equipment and apparatus to its proper station and a ready-state.

Personnel & Equipment costs:

- 1 Certified Firefighter Paramedic: \$80.00 per hour
- 1 Certified Firefighter EMT: \$70.00 per hour
- 1 Support Tender Apparatus & Equipment: \$125 per hour

SFMD will base the personnel certifications and apparatus; billing will be the actual times working the event. The billing cycle will be on a weekly. Billing statements will be generated on Monday after events are completed.

*These costs represent average hourly overtime rates for personnel based on current SFMD overtime rates. These costs can be used to calculate additional resources if needed.

Upon provision of services, the Superstition Fire & Medical District will Invoice the total cost as displayed above. The Invoice is payable within 30 days of receipt.

Appendix E

E. Renaissance Festival contract for Fire and Medical Services 2024

Submitted By

Assistant Chief Richard Mooney

Background/Discussion

This is a yearly agreed-upon contract between the SFMD and the Renaissance Festival. Currently, SFMD provides four personnel for each day the festival is open. SFMD provides a first aid station and emergency services during days of operation.

Financial Impact(s)/Budget Line Item

The Renaissance Festival contract is a paid-for-service contract that allows SFMD to recoup all costs for apparatus, fire & medical services used during the duration of the contract.

Enclosure(s)

Contract





CONTRACT FOR FIRE AND MEDICAL SERVICES

THIS AGREEMENT ("Agreement") is entered and made effective as of the 1st day of January 18, 2023, by and between the SUPERSTITION FIRE & MEDICAL DISTRICT ("FIRE DISTRICT"), a political subdivision of the State of Arizona, and ARIZONA RENAISSANCE LIMITED PARTNERS, hereinafter "RENAISSANCE LIMITED."

RECITALS

- 1. The **FIRE DISTRICT** is a political subdivision of the State of Arizona, charged with the responsibility of providing fire protection and emergency medical services within its boundaries; and,
- 2. The **FIRE DISTRICT** possesses firefighting and emergency medical equipment and has trained personnel to provide firefighting and emergency medical services; and,
- 3. The **FIRE DISTRICT** provides both Basic Life Support and Advanced Life Support, emergency medical services (E.M.S.); and,
- 4. **RENAISSANCE LIMITED** owns certain property located at 12601 E. Highway 60, Gold Canyon, Arizona, 85118 (the "RENAISSANCE PROPERTY"), which is located outside the jurisdictional boundaries of the **FIRE DISTRICT** where **RENAISSANCE LIMITED** operates a RENAISSANCE FESTIVAL on certain dates annually each February and March.
- 5. **RENAISSANCE LIMITED** is not located within the jurisdictional boundaries of any city, town, or fire district and has no fire protection or emergency medical services at this time; and,
- 6. **RENAISSANCE LIMITED** is familiar with the fire suppression and EMS services provided by the **FIRE DISTRICT** and has contracted with the **FIRE DISTRICT** for EMS services for the duration of the RENAISSANCE FESTIVAL over the course of several years; and,
- 7. **RENAISSANCE LIMITED** desires a contract with the **FIRE DISTRICT** for:
 - A. <u>RENAISSANCE FESTIVAL SERVICES</u>: Emergency Medical Services at an advanced life support (paramedic) level, on site at the Renaissance Festival for the year 2024.
 - B. <u>YEAR-ROUND FIRE SUPPRESSION SERVICES</u>: Fire Suppression services at the RENAISSANCE PROPERTY for the period of January 18, 2024, through January 17, 2025. Services under subparagraph B are separate from those described in subparagraph A above.
- 8. The **FIRE DISTRICT** desires to contract with **RENAISSANCE LIMITED** to provide Fire Suppression and Emergency Medical services upon the terms and conditions as set forth in the Agreement.
- 9. **RENAISSANCE LIMITED** and the **FIRE DISTRICT** each acknowledge that this contract excludes ambulance transport services.

NOW, THEREFORE, the parties to this Contract, in consideration of the mutual covenants and stipulations set forth below, agree as follows, including the incorporation of the Recitals into the terms and conditions of this Agreement.

I. EMERGENCY MEDICAL SERVICES during RENAISSANCE FESTIVAL

- 1. The **FIRE DISTRICT** will provide on-site emergency medical services to the property of **RENAISSANCE LIMITED**, located at 12601 E. Highway 60, Gold Canyon, Arizona, 85118.
- 2. For the purposes of this contract, **On-Site** emergency medical services are defined as follows:
 - A. **Two state-certified Emergency Paramedics** on site from 10:00 (10:00 a.m.) to 19:15 (7:15 p.m.) each of the following days: February 3, 4, 10, 11, 17, 18, 19, 24, and 25, March 2, 3, 9, 10, 16, 17, 23, 24, 30, & 31, 2024.
 - B. **Two state-certified Emergency Medical Technicians** on site from 10:00 (10:00 a.m.) to 19:15 (7:15 p.m.) hours each of the following days: February 3, 4, 10, 11, 17, 18, 19, 24, and 25, March 2, 3, 9, 10, 16, 17, 23, 24, 30, & 31, 2024.
 - C. **One state-certified Emergency Paramedic** is on-site from 08:30 (8:30 AM) to 15:00 (3:00 PM) hours on "School Days"; there are no dates for 2024.
 - D. **One state-certified Emergency Medical Technician** is on-site from 0830 (8:30 AM) to 15:00 (3:00 PM) hours on "School Days"; there are no dates for 2024.
 - E. All emergency medical equipment required by the State of Arizona in order to allow personnel to function as Advanced Life Support providers.
 - F. Radio communications, equipment consisting of two VHF hand-held portable radios capable of transmitting and receiving on designated **FIRE DISTRICT** frequencies.
 - G. One motorized cart-type vehicle capable of transporting personnel, equipment, and a patient throughout **RENAISSANCE LIMITED** properties at a cost of \$460 per day.
 - H. Certificates of Insurance for Professional Health Care, Good Samaritan Liability coverage, and statutory Worker's Compensation for the State of Arizona.
 - I. Copies of the Daily Report Log for all activity conducted by **FIRE DISTRICT** personnel while on site. The Daily Report Log contains the Date, general Complaint, and Aid rendered to each person treated.
 - J. On-site supervision and management of emergency medical service personnel as the **FIRE DISTRICT** deems required to fulfill its contractual obligations.
 - K. When **FIRE DISTRICT** employees are directed to remain on site beyond the contractual hours, an hourly rate of \$311.65 will be paid to the **FIRE DISTRICT** and will be billed in fifteen-minute increments.
 - L. High Volume Demands: High Volume Demands are defined as <u>Two (2) or more</u> <u>patients simultaneously requiring advanced life support care</u>. When a High Volume of Incidents strains the Paramedic provider's ability to provide adequate care for all patients in his/her charge, the **FIRE DISTRICT** may request the response of a *Fire and Medical* crew for support.

The **Fire and Medical** crew (*One of the Fire District's On-Duty crews with additional paramedic providers*) will assist with patient care until such time that "High Volume Demands" have been transported to a hospital or have refused

further treatments. When a Superstition Fire & Medical crew is utilized, a rate of \$311.65 per hour will be paid to the **FIRE DISTRICT**. This cost includes the crew and the apparatus and will be billed in 15-minute increments.

II. ON-SITE FACILITIES

- 1. **RENAISSANCE LIMITED** agrees to provide a facility and amenities on-site for use by the **FIRE DISTRICT** personnel during the term of this contract.
- 2. For the purposes of this contract, on-site facilities and amenities are defined as follows:
 - A. Structure of sufficient size to house personnel and equipment and provide treatment area for a minimum of two patients.
 - B. The structure is to be equipped with an electrical power source to supply communications equipment, medical equipment, and charging equipment for the transport vehicle.
 - C. Radio communications equipment consisting of two (2) VHF hand-held portable radios capable of transmitting and receiving on **RENAISSANCE LIMITED** designated frequencies.
 - D. Cubed or crushed Ice to be utilized for "Ice Packs" as necessary
 - E. The handwashing station is equipped with water and hand soap/sanitizer and is located within twenty-five (25) feet of the medical facility structure.

III. <u>YEAR-ROUND FIRE SUPPRESSION</u>

 For the duration of this Agreement at all times, including the scheduled RENAISSANCE FESTIVAL days, the FIRE DISTRICT will provide Fire Suppression Services at 12601 E. Highway 60, Gold Canyon, Arizona, 85118 when summoned for fire or other hazardous incidents.

IV. **PAYMENT - EMS**

RENAISSANCE LIMITED agrees to pay the **FIRE DISTRICT** for Emergency Medical Services during the Renaissance Festival as follows:

- A) RENAISSANCE LIMITED agrees to pay: Sixty-Seven Thousand and Fifty-Nine Dollars and Twenty-One Cents (\$67,059.21) for Emergency Medical Services at an advanced life support (paramedic) level, on-site at the Renaissance Festival for the year 2024. This includes Two (2) Paramedic level providers and Two (2) EMT Basic level providers each scheduled day, with the exception of School Days. One (1) Paramedic level provider and One (1) EMT Basic level provider will be provided for each School Day. Payments will be provided in three (3) installments of \$22,353.07, which shall be received at the FIRE DISTRICT offices on or before February 1, March 1, and April 3, 2024.
- B) Any additional charges, as per section I. 2. K. and I. 2. L. will be billed to RENAISSANCE LIMITED within sixty days of the occurrence and is due and payable within 30 days of receipt at the FIRE DISTRICT offices.

V. PAYMENT YEAR-AROUND FIRE SUPPRESSION SERVICES

RENAISSANCE LIMITED agrees to pay the **FIRE DISTRICT** for Year-Around Fire Suppression Services as follows:

C) Fire Suppression Services for RENAISSANCE LIMITED facilities located at 12601 E. Highway 60, Gold Canyon, Arizona, 85118, for the period of January 1, 2024, through December 31, 2024. Excluded are Medical Services provided on-site at the Renaissance Festival for the dates and times identified in section I. 2. A through D for the year 2024. RENAISSANCE LIMITED agrees to pay: A <u>Crew Rate</u> of Two Hundred and Eighty-five Dollars and ninety cents (\$311.65) per crew per hour (billed in fifteen-minute increments) for incidents on Renaissance Property when the FIRE DISTRICT is summoned. An additional <u>Apparatus Rate</u> will be billed per hour (billed in fifteen-minute increments) for the apparatus assigned to each crew member. The billable Apparatus Rate is based on apparatus type as per Schedule A below.

Schedule A: Apparatus Rate by type

0	Fire Engine:	\$139.00 per hour
0	Ladder Truck:	\$160.00 per hour
0	Water Tender:	\$125.00 per hour
0	Brush Truck:	\$ 85.00 per hour
0	Command Vehicle:	\$ 74.00 per hour
0	Utility Truck:	\$ 85.00 per hour

D) Potential of additional Charges: The **FIRE DISTRICT** participates in a Valley Wide Automatic Aid System with multiple municipalities; therefore, additional charges by Automatic Aid partners may apply at rates different than the **FIRE DISTRICT** said rates based on personnel, time, and material.

VI. <u>CODE ENFORCEMENT</u>

The **FIRE DISTRICT** recognizes that the Pinal County Department of Building Safety and the Pinal County Building Official ("Pinal County") has ultimate authority for the inspection of all **RENAISSANCE LIMITED** facilities located at 12601 E. Highway 60, Gold Canyon, Arizona 85118. Additionally, Pinal County is also responsible for the enforcement of all applicable Fire and Life Safety Codes as adopted by Pinal County and the State of Arizona. The **FIRE DISTRICT** is not responsible for any inspection or code enforcement activities related to **RENAISSANCE LIMITED**.

VII. **INDEMNIFICATION**

Each party hereby agrees to indemnify and hold harmless the other from and against any and all liability, loss, cost, damage, or expense, including, without limitation, court costs and reasonable attorney's fees, imposed upon the other party by any person or entity whomsoever caused in whole or in part by any act or omission of the parties or any of their employees, contractors, servants, agents, or invitees in connection with the aforesaid E.M.S. Services or the activities of the parties in connection therewith.

VIII. <u>CANCELLATION</u>

This contract may be terminated by either party by giving thirty (30) days written notification to the other party of the intent to cancel the Contract.

IX. NOTICES

✤ Notices to the FIRE DISTRICT will be delivered to:

SUPERSTITION FIRE & MEDICAL DISTRICT

Attn: Fire Chief 565 North Idaho Road Apache Junction, Arizona 85119

✤ Notices to **RENAISSANCE LIMITED** will be delivered to:

RENAISSANCE LIMITED

Attn: Mike Ewert 12601 E. Highway 60 Gold Canyon, Arizona 85118

✤ Notices to **RENAISSANCE LIMITED** will be delivered to:

RENAISSANCE LIMITED 12601 E. Highway 60 Gold Canyon, Arizona 85118

X. **INTEGRATION**

THIS INSTRUMENT contains the entire agreement between the parties, and no statement, promise, or inducement made by either party to the agency of either party that is not contained in this written Contract shall be valid or binding; and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed thereon.

XI. <u>CHOICE OF LAW</u>

THE PARTIES HEREBY AGREE that the laws of the state of Arizona shall be applied to any provisions under this Contract, and the venue will be in Pinal County.

XII. **INSPECTION**

RENAISSANCE LIMITED will provide the **FIRE DISTRICT** with reasonable access to the premises for inspection or drills.

XIII. <u>EMERGENCIES</u>

RENAISSANCE LIMITED authorizes the **FIRE DISTRICT** to take all measures it deems necessary to treat any medical emergency to which the **FIRE DISTRICT** may respond and agrees to comply with the **FIRE DISTRICT'S** directions during any such emergency.

XIV. EFFECTIVE DATE

THIS CONTRACT shall be effective from January 18, 2024, to January 17, 2025.

XV. INDEPENDENT CONTRACTOR

RENAISSANCE LIMITED acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents it may employ, are not employees of the **FIRE DISTRICT**; and that neither this agreement nor the administration thereof shall operate to render or deem either party hereto the agent or employee of the other.

- **LIMITATION OF BENEFICIARIES.** This Agreement shall not operate to make any person or entity not a party hereto a beneficiary hereof.
- XVI. <u>INSURANCE</u>. RENAISSANCE LIMITED shall provide, maintain, and/or cause its subcontractors to provide and maintain reasonable and appropriate insurance. In no event shall the total coverage provided by RENAISSANCE LIMITED be less than the minimum insurance coverage specified in, and in accord with, the following:
 - 1. Comprehensive general liability insurance written on an occurrence basis with a minimum combined single limit of one million dollars (\$1,000,000) for each occurrence.

- 2. Automobile liability insurance is written on an occurrence basis with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) for each occurrence with respect to vehicles (whether owned, hired, or non-owned) assigned to or utilized hereunder.
- 3. Professional errors and omissions liability insurance is <u>not</u> required
- 4. Worker's compensation coverage, in at least the minimum statutory amounts.
- Prior to FIRE DISTRICT commencing any act in the performance of this agreement, RENAISSANCE LIMITED shall furnish to the FIRE DISTRICT certificates of insurance evidencing the foregoing coverage.

XVII. TERMINATION OF AGREEMENT

- 1. This agreement is subject to cancellation of conflict of interest without penalty or further obligation as provided by A.R.S. §38-511.
- 2. This agreement may be terminated by the FIRE DISTRICT for cause. In the event of such termination, the FIRE DISTRICT will provide five (5) days advance written notice to RENAISSANCE LIMITED; such notice shall be effective upon mailing; such termination shall be effective at 5:00 p.m. upon the fifth day following mailing; "cause" shall include, but not be limited to failure of RENAISSANCE LIMITED to diligently pursue, and fulfill in a timely and proper manner, RENAISSANCE LIMITED's obligation under this Agreement.
- 3. In addition, the **FIRE DISTRICT** may immediately, and without notice, terminate this agreement upon the lapse of any insurance coverage required of **RENAISSANCE LIMITED** under this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement by affixing their signatures below.

ARIZONA RENAISSANCE LIMITED

PARTNERS, an Arizona Limited Partnership,

SUPERSTITION FIRE & MEDICAL DISTRICT

a political subdivision of the state of Arizona.

By:

Mike Ewert, Director of Operations Arizona and Carolina Renaissance Festivals By:____

Chairperson of the Fire Board

ATTEST:

By:_____

Clerk of the Fire Board

ADDENDUM TO AGREEMENT

(PROFESSIONAL SERVICES)

This Addendum, made and entered into effective this _____ day of ______, 202___, is added to that certain Agreement between Superstition Fire & Medical District, a political subdivision of the state of Arizona (hereinafter "SFMD") and ______ (hereinafter "Vendor"), to include the following provisions, the same as if said provisions were contained in the body of the said document.

- 1. <u>Termination</u>: SFMD may terminate this Agreement pursuant to the provisions of A.R.S. §38-511.
- 2. <u>Limits of Liability</u>: Notwithstanding any provision or proposal to the contrary, the Vendor's liability shall not be limited to the amount of its fees, but instead, the Vendor shall be liable for any damages as a result of Vendor's breach of Agreement or negligent acts or omissions.
- 3. <u>Indemnification</u>: To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless SFMD, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Agreement by the Vendor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Vendor may be legally liable.
- 4. <u>Non-Discrimination</u>: The vendor warrants that it complies with any state and federal laws, rules, and regulations that mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The Vendor shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.
- 5. <u>Legal Arizona Workers Act Compliance</u>: Vendor is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Vendor further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

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

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

- 6. <u>Non-appropriation</u>: This Agreement shall be subject to available funding for SFMD, and nothing in this Agreement shall bind SFMD to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
- 7. <u>Third Party Antitrust Violations</u>: Vendor assigns to SFMD any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Vendor toward fulfillment of this Agreement.
- 8. <u>Other Agreements</u>: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
- 9. <u>Limitations</u>: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.
- 10. <u>Relationships</u>: In the performance of the services described herein, the Vendor shall act solely as an independent contractor, and nothing here in or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Vendor.

- 11. <u>Subcontracting</u>: The Vendor may not assign this Agreement or subcontract to another party for performance of the terms and conditions hereof without the written consent of the SFMD, which shall not be unreasonably withheld.
- 12. <u>Interpretation</u>: This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against anyone of the parties hereto.
- 13. <u>Governing Law</u>: This Agreement shall be construed and interpreted under the laws of Arizona.
- 14. <u>Arbitration</u>: To the extent permitted, the parties agree to resolve any dispute arising out of this Agreement by arbitration, making use of the Uniform Rules of Arbitration as adopted by the State of Arizona.
- 15. <u>Insurance</u>: The Vendor shall purchase (and maintain) from a company or companies lawfully authorized to do business in Arizona such insurance as will protect the Vendor and SFMD from claims set forth below, which may arise out of or result from the Vendor's operations under the parties' Agreement and for which the Vendor may be legally liable, whether such operations be by the Vendor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. claims under Workers' compensation, disability benefit, and other similar employee benefit acts which are applicable to the Work to be performed; (the Vendor and all subcontractors of the Vendor, on request, shall furnish to SFMD duly executed forms as prescribed by the Arizona Industrial Commission showing that Workmen's Compensation and Occupational Disease Insurance is in full force and effect);
 - b. claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees;
 - c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor's employees, where attributable to Vendor's act or omission;
 - d. claims for damages as a result of personal injury, whether or not arising out of the employment with the Vendor;
 - e. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - f. claims for professional errors or omissions.
 - g. claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle; and
 - h. claims involving the Vendor's obligations of indemnity under the parties' agreement.

The insurance required by this section shall be written in the amount of not less than \$1,000,000 single claim and \$2,000,000 aggregate limit of liability. SFMD shall be listed as an additionally named insured, as to items b-f above. The Vendor shall submit to SFMD, if requested, a certificate evidencing such insurance coverage with the provision for SFMD to be given 30 days' notice prior to cancellation or nonrenewal of the policy during the course of the project. Said insurance shall be maintained and in force during the life of the project and for at least six (6) months after the date of completion of the services anticipated under this Agreement.

16. <u>Termination for Convenience</u>: The SFMD reserves the right to terminate the Agreement, in whole or in part, at any time, when in the best interests of the SFMD, without penalty or recourse. Upon receipt of the written notice, the Vendor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the SFMD. In the event of termination under this paragraph, all documents, data, and reports prepared by the Vendor under the Agreement shall become the property of and be delivered to the SFMD upon demand. The Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

The undersigned Vendor hereby certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

This Addendum shall be effective on and from the day and year first above written. To the extent this Addendum conflicts with or is inconsistent with any term of the original Agreement referenced above, this Addendum shall control. In all other respects and manner, the original Agreement entered into by and between the parties shall remain in full force and effect.

PASSED, APPROVED, AND ADOPTED by the Governing Board of the Superstition Fire & Medical District this ____ day of _____, 202_.

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

By: _

Board Chair

ATTEST:

Board Clerk

VENDOR

By:

Name:

Its: