

VERSION 1.0
April 17, 2024



BOARD OF DIRECTORS MEETING

April 17, 2024

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 APRIL 17, 2024

Call in Phone Number: 480-646-1864

Access Pin: 1234

The Board will hold a meeting on Wednesday, April 17, 2024. 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 March 2024 financial reports and bank reconciliations.**
- 2. Recognition of employee performance, achievements, and special recognition for community members.**
- 3. Call to the Public.**

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

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

- A. Board Meeting Minutes from March 20, 2024
- B. Purchase of two (2) 2023 Ford F150 Trucks
- C. EMS Equipment Purchase – EleGARD Heads-up CPR Devices
- D. Banner Goldfield Medical Center On-Line Medical Direction Agreement
- E. Contract for Medical Services for the Blossom Rock Grand Opening Event
- F. Intergovernmental Agreement with AZ Department of Forestry and Fire Management
- G. Stryker Equipment Service Contract

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

5. Discussion and possible approval of Resolution 2024-04-17-05: Call for Election
6. Discussion and possible approval of Resolution 2024-04-17-06: Election Workers
7. Discussion and possible approval of Resolution 2024-04-17-07: Precincts and Polling Places
8. Presentation, discussion, and possible direction of Fiscal Year 2024/2025 Budget development.
9. Reports.
 - Senior Leadership Team (SLT):**
 - Fire Chief John Whitney**
 - Assistant Chief Brian Read**
 - Transportation Services Director Billy Warren**
 - Assistant Chief Richard Mooney**
 - Administrative Services Director Anna Butel**
 - James Vincent Group**
 - President Colt Weddell**
10. New Business / Future Agenda Items.
11. Announcements and Document Signing.
12. Adjourn

NOTICE: The Governing Board may go into executive session for the purpose of obtaining legal advice from the Fire District's attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).
One or more members of the Governing Board may attend the meeting telephonically.
Governing Board meeting agenda dated and posted (at least 24-hours before the scheduled meeting date and time).

Posted on: April 11, 2024
At: 1500 Hours
By: Sherry Mueller

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

Governing Board Meeting – April 17, 2024

Agenda Item: 1

Agenda Item Title

Review and approval of the March 2024 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) and Certificates of Participation (700) Funds. The Cash Flow report is updated monthly with the actual revenues deposited into and actual expenditures disbursed from the District's cash accounts. It is important to note the revenues and expenditures are reported on a Cash Basis. This report is generated to demonstrate that the fire District maintains sufficient cash available to satisfy the projected expenditures budgeted over the course of the fiscal year.

2. Fund Account Bank Reconciliations.

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

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

*Monthly Financials provided under separate cover

Recommended Motion

"Motion to approve the March 2024 financial reports and bank reconciliations."



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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 **March 2024**:

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



March 2024

Governing Board Meeting – April 17, 2024

Agenda Item: 2

Agenda Item Title

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

Submitted By

Fire Chief John Whitney

Assistant Chief 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.

April Service Anniversaries

20 Years of Service

Fire Inspector & CRR Specialist **Tina Gerola**

7 Years of Service

Paramedic **Ryan Tonelli**

6 Years of Service

Paramedic **Michael Bigg**

5 Years of Service

Paramedic **Levi Unzeitig**



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Governing Board Meeting – April 17, 2024

Agenda Item: 3

Agenda Item Title

Call to the Public

A.R.S. §38-431.01(H)

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

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

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

Background / Discussion

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

Scheduled

None



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Governing Board Meeting – April 17, 2024

Agenda Item: 4

Agenda Item Title

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

- A. Board Meeting Minutes from March 20, 2024 – **Appendix A**
- B. Purchase of (2) 2023 Ford F150 Trucks - **Appendix B**
- C. EMS Equipment Purchase – EleGARD Heads-up CPR Devices - **Appendix C**
- D. Banner Goldfield Medical Center On-Line Medical Direction Agreement - **Appendix D**
- E. Contract for Medical Services for the Blossom Rock Grand Opening Event – **Appendix E**
- F. Intergovernmental Agreement with AZ Department of Forestry and Fire Management – **Appendix F**
- G. Stryker Equipment Service Contract – **Appendix G**

Background/Discussion

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

Recommended Motion

“Motion to approve the consent agenda items for April 17, 2024.”



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Governing Board Meeting – April 17, 2024

Agenda Item: #5

Agenda Item Title

Discussion and possible approval of Resolution 2024-04-17-05: Call for Election.

Submitted By

Fire Chief John Whitney

Board Secretary Sherry Mueller

Background/Discussion

This resolution is necessary to call for an election to be held on November 5, 2024 for the purpose of electing three individuals to serve as board directors for a four year term. Staff will publish the required Call for Election in a local paper on May 6, 2024 and May 13, 2024.

The minimum number of signatures to be on the ballot for SFMD Board is 228 signatures. The cost is \$0.75 per registered voter. In addition, a letter will be sent to both Pinal and Maricopa County Elections Department, notifying them of our interests to hold an election in November for the three board seats. The letter is required per ARS § 16-205 and is due by May 9, 2024.

The candidate filing dates are June 8, 2024 through July 8, 2024.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Resolution 2024-04-17-05: Call for Election

Recommended Motion

“Motion to approve Resolution 2024-04-17-05: Call for Election, and to hereby call for an election to be held on November 5, 2024 for the purpose of electing three individuals to serve as Board Directors for a four year term”



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RESOLUTION 2024-04-17-05
Superstition Fire & Medical District
CALL FOR ELECTION

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

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

WHEREAS, the terms of three existing board directors will expire in December of 2024.

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

To hereby call for an election to be held on November 5, 2024 for the purpose of electing three individuals to serve as board directors for a four-year term.

The last day to register to vote in this election shall be October 7, 2024. The last day to file nominating petitions with the Elections Deputy Director, Matthew Roberts, Elections Office in Coolidge, Arizona, for the positions of board director is July 8, 2024 no later than 5:00 p.m.

PASSED AND ADOPTED THIS SEVENTEENTH OF DAY OF APRIL 2024 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

Governing Board Meeting – April 17, 2024

Agenda Item: #6

Agenda Item Title

Discussion and possible approval of Resolution 2024-04-17-06: Election Workers.

Submitted By

Fire Chief John Whitney

Board Secretary Sherry Mueller

Background/Discussion

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

Staff Recommendation:

Approval of Resolution 2024-04-17-06: Election Workers

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Resolution 2024-04-17-06: Election Workers

Recommended Motion

"Motion to approve Resolution 2024-04-17-16: Election Workers, designating that the Fire District's election workers shall coincide with, and be, the election workers utilized by Pinal County"



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RESOLUTION 2024-04-17-06
Superstition Fire & Medical District
ELECTION WORKERS

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

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

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

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

PASSED AND ADOPTED THIS SEVENTEENTH OF DAY OF APRIL 2024 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

Governing Board Meeting – April 17, 2024

Agenda Item: #7

Agenda Item Title

Discussion and possible approval of Resolution 2024-04-17-07: Precincts and Polling Places

Submitted By

Fire Chief John Whitney

Board Secretary Sherry Mueller

Background/Discussion

This resolution is required to designate the county’s precincts and polling places within the District as the SFMD precincts and polling places as well.

Staff Recommendation:

Approval of Resolution 2024-04-17-07: Precincts and Polling Places

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Resolution 2024-04-17-07: Precincts and Polling Places

Recommended Motion

“Motion to approve Resolution 2024-04-17-07: Precincts and Polling Places that the Superstition Fire & Medical District’s Precincts and Polling Places, which are within the boundaries of the Fire District, shall coincide with those of Pinal County.”



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RESOLUTION 2024-04-17-07
Superstition Fire & Medical District
PRECINCTS AND POLLING PLACES

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

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

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

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

PASSED AND ADOPTED THIS SEVENTEENTH DAY OF APRIL 2024 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

Governing Board Meeting – April 17, 2024

Agenda Item: #8

Agenda Item Title

Presentation, discussion, and possible direction of Fiscal Year 2024/2025 Budget development.

Submitted By

Fire Chief John Whitney
James Vincent Group

Background/Discussion

A high-level presentation of the major new and on-going initiatives will be provided in support of the District's FY 2024/2025 suppression and ground transportation operations, capital replacement plans, and bond debt payment plans.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Presentation will be provided to the Board at the Board Meeting

Recommended Motion

"N/A"



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Governing Board Meeting – April 17, 2024

Agenda Item: 9

Agenda Item Title

Reports

Background / Discussion

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

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

Recommended Motion:

N/A



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Governing Board Meeting – April 17, 2024

Agenda Item: 10

Agenda Item Title

New Business / Future Agenda Items

Financial Impact

N/A

Enclosure(s)

N/A

Recommended Motion:

"TBD"



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Governing Board Meeting – April 17, 2024

Agenda Item: 11

Agenda Item Title

Announcements and Document Signing

Background / Discussion

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

Recommended Motion:

N/A



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Governing Board Meeting – April 17, 2024

Agenda Item: 12

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



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Appendix A

A. Board Meeting Minutes from March 20, 2024

Submitted By

Board Secretary Sherry Mueller

Background / Discussion

The board meeting minutes of the previous meeting(s) are provided for the BOD to approve. If the BOD would like to discuss the minutes, they may be removed from the consent agenda. After approval, minutes are signed by the Clerk of the Board and kept as the official public record.

Financial Impact/Budget Line Item

N/A

Enclosure(s)

March 20, 2024 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

MARCH 20, 2024

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, MARCH 20, 2024. 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 5:31 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Firefighter Brock Doolen

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. Director Jason Moeller arrived 5:43 p.m. in time to start voting beginning at item #5.

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, Deputy Chief Jeff Cranmer and Chief Dave Pohlmann. Also in attendance was Sherry Mueller, Human Resources Generalist / Board Secretary.

1. Review and approval of the February 2024 financial reports and bank reconciliations.

Motion by Clerk Van Driel to approve the February 2024 financial reports and bank reconciliations.

Seconded by Director Kurian

Vote 4 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.

March Service Anniversaries

12 Years of Service:

Captain / Paramedic **Ryan Ledbetter**

Captain / Paramedic **Dan Elliott**

Captain **Bryan Heun**

Captain / Paramedic **Lance Frawley**

Captain / Paramedic **Adam Rodriguez**

Engineer / Paramedic **Matt Perez**

Engineer / Paramedic **Ryan Philips**

Engineer / Paramedic **Brian Garten**

Firefighter **Wayne Emerson**

4 Years of Service:

Firefighter Recruit / Paramedic **Justin Elliott**

3. Call to the Public.

None

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

- A. Board Meeting Minutes from February 21, 2024
- B. Intergovernmental Agreement for provisions of Services by Pinal County Recorder and Elections Department
- C. Intergovernmental Agreement for Public Safety Training with The City of Mesa
- D. Intergovernmental Agreement for Public Safety Training with The City of Glendale
- E. Purchase of Lucas Device – Chest Compression System

Motion by Clerk Van Driel to approve all consent agenda items for March 20, 2024.

Seconded by Director Kurian

Vote 4 ayes, 0 nays, MOTION PASSED

5. Discussion and possible approval of Budget Planning and Tax Rate Approval for the Fiscal Year 2024/25 Preliminary Budget.

A high-level overview of the current plans for the Fiscal Year 2024/25 budget that includes options for accomplishing a range of strategic compensation and benefits and operational initiatives by fund will be provided for Board discussion and potential direction.

Motion by Clerk Van Driel to approve the tax rate of \$3.69 per hundred dollars of secondary valuation for District operations, and \$0.125 special assessment related to the 2018 JPMorgan Chase Refinancing Bond for development of the Tentative Budget for Fiscal Year 2024/25.

Seconded by Director Kurian

Vote 5 ayes, 0 nays, MOTION PASSED

6. Discussion regarding Board Room refresh and rework.

No Motion

7. Senior Leadership Team Reports

Fire Chief Report

- Captain's Interviews
- FS266 Meeting with Brookfield
- Budget Meetings
- Benefits Meetings
- Labor / Management
- State of the County
- CALSC Retreat
- Fire Chief Forum

Kudos

- Captain's Promotional Process
 - Admin Services Team (Anna, Lauren, Lena & Sherry)
 - Chief's Cranmer, Pohlmann, Read & Walka
 - Captain's Elliott, Endres, Fox, Frawley, Halver, Ledbetter, Matuszewski, & Robson
 - Engineer Blessum
 - Firefighter Montgomery

Emergency Services

- Attended EVRA 24-1 Family Night
- Attended Public Land Managers' Meeting
- Final Review of tactical scenarios for Captain's test
- Process review for Captain's test – roles and responsibilities
- Staffing and Deployment meeting
- Labor/Management Meeting

Emergency Services continued

Significant Incidents

2/22/2024: 2 & 1 Medical MP210 Eastbound US60. Semi vs. pickup – Mechanical extrication required. One person transported to Mtn. Vista for further evaluation.

2/27/2024: 2 & 1 Medical Signal Butte and Southern – Auto aid response BC261 - Three patients transported.

3/1/2024: HazMat – 2” gas main struck – Location retention basin – Idaho / SR88 – E261 secured area, E204 made access and clamped line. The scene was turned over to SWG for additional monitoring and repairs.

3/7/2024: 2 & 1 Medical Old West Hwy / S. Goldfield Road vehicle vs. power pole – Report two patients. One patient was treated and transported to Banner Desert. One patient fled the scene. SRP responded for down power lines.

3/8/2024: Apartment Fire – S. Phelps – Food on the Stove. Resident treated and transported for smoke inhalation.

- Monthly Incident Call Volume

Training

- 1st Quarter TRT Training
 - Trench Rescue
 - Litter Ops
- TRT 200 Class 2/26/24-3/29/24
 - Captain Jason Chapman
 - Firefighter David Tavares
 - Firefighter Kaden Logsdon
- 2024 Captains Promotional Process
- EVRA Class 24-1
- Engineer Test Preparations
- Monthly and Fiscal Year to Date Training Hours

EMS

- EMS Committee Meeting: Formalized sub-group action item process
- Regional Operational Consistency EMS Meeting
- Labor Management Meeting
- Meetings with East Valley Fire Ambulance Managers
- Special Event Support; Renaissance and Blues and Brews Festivals
- Advisory Meetings with EVIT and Jersey College of Nursing
- Unified Command for Lost Dutchman Days Events
 - Incident Command, managed operations, emergency responses, and ensured smooth event execution
- CQI Meeting with CQI review group including Dr. Solem

EMS Continued

- Captain Testing Practical Evaluation
 - Assisted with Practical Evaluation for EMS Captain testing, and coordination of scenarios and role players
- Completed NREMT Recertification Support
- Neuroprotective CPR
 - Data Analysis
 - Budget Discussions
 - Planning Meetings

Transportation Services

- EVIT Paramedic Advisory Board Meeting
- AZDHS Inspection of Unit C-58
- Tour of Jersey College of Nursing
- New Hire Training for Lindsay Milazzo
- East Valley Ambulance Managers Meeting
- SFMD EMS Committee Meeting, CQI Meeting
- Budget Meetings
- AEMS Functional Group, AEMS Education Committee, East Valley Agency Meeting, EMS ROCC
- Monthly Transportation Volume
- CON Compliance through February 2024

Support Services

Fire Prevention

Plan Reviews – 27

Inspections – 45

Citizen Requests or Assistance – 3

Environmental Requests, Permits, Concerns and Knox Box Assistance – 32

Community Risk Reduction

Community Events – 2

Fire Safety Presentations – 1

Car Seat Placements – 0

School Pub Ed Presentations – 0

AED/CCR Presentations - 10

- Lost Dutchman Parade
- Hands-On Fire Extinguisher Training (AJ Health Center Staff)
- Special District Meeting
- Station 266 Discussion with Brookfield Representative
- Special Events Meeting
- Knox Box Company Meeting
- Valley Fire Marshall's Meeting
- Hose Testing Completed
- Event Venue Process to get Certificate of Occupancy

Support Services Continued

- Event Venue Process to get Temporary Certificate of Occupancy
- Central Arizona Life Safety Council

Administrative Services

- UKG Update – LOA
- Benefit / Open Enrollment
- Station 266 Discussion with Brookfield Representative
- CDS
- AFG submitted (MCT's)
- Email migration
- Permanent Records delivered to the Arizona Library of Archives (1981-2005)
- Congressionally Directed Spending (CDS) Training
- Rand Corporation Study re: FEMA's Public Assistance Program (COVID 19)
- 7710 Workers Compensation Audit
- Bill.com Scheduling for Board Members
- New Hire Lindsay Milazzo

8. New Business / Future Agenda Items

None

9. Announcements / Document Signing

Chief Whitney announced the upcoming *Battle of the Badges* softball game between AJPD and SFMD to be held on Saturday, April 20, 2024 at Prospector Park, 3015 N. Idaho Road, Field 1, Apache Junction.

Pinal County Updates:

- FEMA will hold an open house regarding Flood Insurance
- 3/26/2024 – Open House at the Multi-Gen center from 5:00 p.m. – 7:00 p.m. to talk about road repair
- AZ State Land Department discussion regarding the homeless population in the Peralta area
- Horizon Health – working on a Grant for a new building for the homeless

Board Chairman Kathleen Chamberlain stated that she appreciates all the employee participation in the promotional processes.

10. Adjourn

Motion by Director Moeller to adjourn the board meeting at 7:02 p.m.

Seconded by Director Kurian

Vote 5 ayes, 0 nays, **MOTION PASSED**

Governing Board Approval:

Board Clerk Connie Van Driel

Appendix B

B. Purchase of two (2) 2023 Ford F150 Trucks

Submitted By

Assistant Chief Richard Mooney

Background/Discussion

The district needs to replace two staff pickups to supplement its aging fleet of staff trucks. The local Ford Dealership has two 2023 Ford F150s on the lot that another fire agency did not purchase. By purchasing the new 2023 F150s, the district would save over \$5000 per truck. The district budgets for a staff truck as needed each year. The plan is to purchase both trucks this year and not make a purchase next fiscal year to get the cost savings. With the trucks currently on the lot, there would be no waiting time to receive them.

Financial Impact(s)/Budget Line Item

The cost of each truck is \$59,618.40.

Enclosure(s)

The quote for an in-stock unit (2023 Ford F150)



San Tan Ford



Quote To:

Superstition Fire & Medical District

Attn: Vaughn Croshaw

3/18/2024

PHASE II - IN STOCK UNIT

Jared Smith

CTR059323

1429 E. Motorplex Loop
Gilber, AZ 85297

Phone: 480-821-3200 Ext 4099

Cell: 623-302-1154

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| Line Item: | | Description | Price |
|------------|------|-----------------------------------|-------------|
| 1 | W1E | 2023 F-150 Super Crew 4x4 145" WB | \$55,300.00 |
| 2 | PQ | Race Red | |
| 3 | MS | Dark Slate Cloth 40/20/40 Seat | |
| 4 | 302A | XLT Trim PKG | |
| 5 | | Elec Auto Temp | |
| 6 | | SYNC 4 w/Enhanced Voice Recog | |
| 7 | | LED Side-Mirror Spotlights | |
| 8 | | Remote Start Syatem | |
| 9 | 998 | 3.5L V6 EcoBoost | |
| 10 | 44G | Elec Ten-Speed Auto w/Tow-Mode | |
| 11 | X27 | 3.31 Ratio Reg Axle | |
| 12 | | 7050# GVWR | |
| 13 | 425 | 50 State Emissions | |
| 14 | 53A | Trailer Tow PKG | |
| 15 | | Intergrated Trailer Brake Cont | |
| 16 | Tint | Window Tint | |
| 17 | Keys | 2 Additional Keys | |
| 18 | XLT | XLT Chrome Apperance PKG | |
| 19 | | 18" Chrome-Like PVD Wheels | |
| 20 | | | |

| | | | |
|-----------------------|----------|----------|-------------|
| Taxable Total: | | | \$55,300.00 |
| Sales Tax: | | | \$4,313.40 |
| Fees: | | | |
| Warranty: | Optional | | |
| Warranty: | Optional | | |
| Tire Tax: | | | \$5.00 |
| Grand Total: | | Per Unit | \$59,618.40 |

Qty Requested: 1

Thank you for this opportunity to gain your business!

To place order, review for accuracy and fax back with signature and P.O. number (if applicable).

Signature: _____

Date: _____

Printed Name: _____

P.O.#: _____

Appendix C

C. EMS Equipment Purchase – EleGARD Heads-up CPR Devices

Submitted By

David Pohlmann, Battalion Chief EMS

Background/Discussion

This is for the purchase of six EleGARD Heads-Up CPR devices. These devices have shown as much as a threefold survivability impact when used in conjunction with the Neuroprotective CPR Bundle in victims of cardiac arrest.

Financial Impact(s)/Budget Line Item

\$44,910

Enclosure(s)

Quote for six devices and protective covers.

PO for purchase

Procurement form

Sole Source Letter





2175 Oakland Drive
Sycamore, IL 60178

Phone: (888) 891-1200
Fax: (630) 599-1327
E-mail: orders@medalliancegroup.com



The Science of Saving Lives

Quote

| | |
|-------------|-----------|
| Quote Date: | 2/26/2024 |
| PO Number: | |

| | | | |
|---------------------|-------------------------------------------------|---------------------|--|
| Bill to Name | Superstition Fire & Medical District | Ship To Name | |
| Street Address | 565 N Idaho Rd | Street Address | |
| City, State, Zip | Apache Junction AZ 85113 | City, State, Zip | |

| ITEM NO | DESCRIPTION | Unit Price | Qty | Ext Price |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|-----------|
| SYS-ELG-002 | EleGARD System Contains: EleGARD Device, LUCAS Series 3 Backplate, 2 LI Ion Batteries, 1 Battery Charger, 1 EleGARD Carrying Case, 1 Instructions for Use | 7,396.00 | 6 | 44,376.00 |
| SYS-ELG-001-R | EleGARD System (Refurbished Unit) Contains: EleGARD Device, LUCAS Series 3 Backplate, 2 LI Ion Batteries, 1 Battery Charger, 1 EleGARD Carrying Case, 1 Instructions for Use | | | - |
| SYS-ELG-002-R | EleGARD System (Refurbished Unit) Contains: EleGARD Device, LUCAS Series 3 Backplate, 2 LI Ion Batteries, 1 Battery Charger, 1 EleGARD Carrying Case, 1 Instructions for Use | | | - |
| SYS-COV-001 | Disposable Cover, Non Sterile | 89.00 | 6 | 534.00 |
| DEV-ELG-002 | EleGARD Device without Accessories | | | - |

Replacement Parts:

| | | | | |
|--------------------|-------------------------------------------------------------|--|--|---|
| 30551 | Neck Foam | | | - |
| 30254 | Carry Case | | | - |
| 30566 | EleGARD Packaging (Shipper box) | | | - |
| ACC-ELG-002 | Replacement Battery | | | - |
| ACC-ELG-003 | Replacement Battery Charger | | | - |
| ACC-ELG-004 | LUCAS Backplate | | | - |
| 30570 | Instructions for Use (Current Revision at time of shipment) | | | - |

Shipping Cost \$ -

Quote Total \$ **44,910.00**

Notes/Special Instructions

| |
|-----------------------------------------------------------------------------------------------------------------------------------|
| Price quoted is FOB, Sycamore, IL. Freight will be prepaid by seller and added to the invoice. Quote is good for 90 Days |
| Initial training and deployment support will be provided to you by ACS. Order will be shipped and invoiced by Med Alliance Group. |
| |
| |

Customer Contact Info:

| | |
|-------|----------------------------------------------------------------------------|
| Name | David Pohlmann |
| Phone | 480-982-4440 |
| Email | david.pohlmann@sfmd.az.gov |

Sales Rep Contact Info:

| | |
|-------|--------------------------------------------------------------------------------|
| Name | Jeanne Harman |
| Phone | 515-777-9438 |
| Email | jeanneharman@elevatedcpr.com |

Ordering Instructions: Please place order with MED Alliance Group, Inc.
MED Alliance Group, Inc
2175 Oakland Drive
Sycamore, IL 60178
888-891-1200 phone - 630-599-1327 fax
orders@medalliancegroup.com - EIN 36-4260634

PURCHASE ORDER

157

04.04.2024



Vendor
MED Alliance Solutions, LLC
2175 Oakland drive
Sycamore, Illinois 60178
United States

Ship To
Regional Training Center
3700 E 16th Ave
Apache Junction, AZ 85119
United States

Bill To
Admin
565 N. Idaho Road
Apache Junction, AZ 85119
United States

Delivery Date
04.04.2024

| # | Item & Description | G/L Account | Custom Fields | Qty | U/M | Rate | Amount |
|---|-----------------------------------------------------------|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-----|-----|------------------|-------------|
| 1 | 7342041 Capital Outlay:41 EMS Capital Equipment | 41 EMS Capital Equipment Account # 7342041 | Department 200-Cap Projects Fund Budget Manager Dave Pohlmann Item Description EleGARD CPR | 1 | EA | \$44,910.00 0 | \$44,910.00 |

Total: \$44,910.00

PURCHASING / PROCUREMENT FORM BY PURCHASE ORDER (PO)

BOD # _____

PO # _____ 157

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

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

Quote #1

Vendor Name: Med Alliance Solutions LLC Vendor Phone #: 763-259-3722
Vendor Address: 5201 Eden Ave. STE 300 Edina MN 55436
Quote Description: Six EleGARD heads-up CPR Devices
See Attached Quote - \$ 44,910.00

Quote #2

Vendor Name: _____ Vendor Phone #: _____
Vendor Address: _____
Quote Description: _____
See Attached Quote - \$ _____

Quote #3

Vendor Name: _____ Vendor Phone #: _____
Vendor Address: _____
Quote Description: _____
See Attached Quote - \$ _____

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

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

APPROVAL:

DATE BUDGET MANAGER/PO ORIGINATOR SIGNATURE

DATE FINANCE DIRECTOR SIGNATURE

DATE FIRE CHIEF SIGNATURE



Dear : **Re: Sole Source for EleGARD™ System**

The purpose of this letter is to provide you with the information you requested about the availability of the EleGARD Patient Positioning System.

The method of delivering ElevatedCPR®, or device assisted head up CPR as it is sometimes referred to in the scientific literature, and the EleGARD Patient Positioning System were developed and broadly patented by AdvancedCPR Solutions.

AdvancedCPR Solutions through its authorized logistics and invoicing partner, Med Alliance Group, Inc. is the sole source for the EleGARD Patient Positioning System.

Please let me know if additional information is required.

Best regards,

Patricia W. Faris
Director, Operations

cc: Melissa Bahr

Appendix D

D. Banner Goldfield Medical Center On-Line Medical Direction Agreement

Submitted By

David Pohlmann, Battalion Chief EMS

Background/Discussion

To enter into an agreement with Banner Goldfield Medical Center for on-line medical direction services.

Financial Impact(s)/Budget Line Item

None

Enclosure(s)

Contract



EMERGENCY BASE STATION AGREEMENT
ONLINE MEDICAL DIRECTION
ARIZONA FACILITIES
(0434-03-203063)

This Emergency Base Station Agreement (this “Agreement”) is entered into effective as of the last date of signature (the “Effective Date”), by and between Banner Health, an Arizona nonprofit corporation d/b/a Banner Goldfield Medical Center (“Medical Center”) and Superstition Fire District (“EMS Agency”).

RECITALS:

- A. Medical Center is a full-service medical and surgical facility licensed by the State of Arizona and desires to improve its level of patient care by serving as a basic life support (“BLS”) and advanced life support (“ALS”) base medical facility for EMS Agency.
- B. EMS Agency desires to utilize Medical Center as a base hospital medical facility and to receive Medical Center online medical direction for EMS Agency’s Emergency Medical Care Technicians, as defined in A.R.S. § 36-2201, (“EMCTs”) rendering emergency care to persons.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties covenant and agree as follows:

AGREEMENT:

- 1. Medical Center Responsibilities.
 - 1.1 Online Medical Direction. Medical Center will provide at least one emergency physician who will function as the medical control authority and will be physically present 24 hours a day in Medical Center’s Emergency Department in order to provide online medical direction as needed and who will be overseen by one Online Medical Director (the "Online Medical Director"). Medical Center will provide EMS Agency the Online Medical Director's name, email address, phone number, and qualifications. The Online Medical Director will be knowledgeable of the capabilities and limitations of BLS and ALS personnel, established standing orders, and treatment, triage and communication protocols. The Online Medical Director will have at least one of the following: (a) an emergency medicine certification issued by a member board of the American Board of Medical Specialties; (b) an emergency medical services certification issued by the American Board of Emergency Medicine; (c) an emergency medicine certification issued by the American Osteopathic Board of Emergency Medicine; (d) an emergency medicine certification issued by the American Board of Physician Specialties; (e) documentation of successful completion of an emergency medicine residency training program accredited by the Accreditation Council for Graduate Medical Education or approved by the American

Osteopathic Association; or (f) sufficient documentation proving physician is an emergency medicine physician in an emergency department located in Arizona with current certification in advanced emergency cardiac life support, advanced emergency trauma life support, and pediatric advanced emergency life support. Medical Center will notify EMS Agency immediately if the Online Medical Director no longer meets the qualifications. The Online Medical Director may designate a nurse who may function as an intermediary for online medical direction of EMCTs under the direction of the Online Medical Director (the “Nurse Intermediary”).

- 1.2 Medical Center will appoint a qualified individual to oversee and monitor EMCTs in the performance of the shared responsibilities between EMS Agency and Medical Center related to defined pre-hospital care activities, (e.g., review of certifications, training, education, and skill levels) (the “Pre-Hospital Coordinator”). The Pre-Hospital Coordinator will be an RN or Paramedic who will be available to address all pre-hospital issues during reasonable business hours.
- 1.3 Medical Center will provide online medical direction to EMS Agency’s EMCTs who are assigned to Medical Center.
- 1.4 Medical Center will (a) appoint a Continuous Quality Improvement Committee or (b) participate in EMS Agency’s quality management program by providing review, consultation, or medical direction when deemed necessary by Medical Center or as requested by EMS Agency and approved by the Administrative Medical Director.
- 1.5 Medical Center will establish a procedure for replenishing pharmaceutical and other medical supplies expended during EMS Agency’s treatment of any patients and those persons transported to Medical Center. Medical Center and EMS Agency will enter into a separate Emergency Medical Services Restocking Agreement.
- 1.6 Medical Center will provide dedicated, operational and accessible communication equipment in its Emergency Department that will allow online medical direction to be provided to an EMCT. All telephone and radio communication between Medical Center and EMCT for the purpose of medical direction will be recorded.
- 1.7 Medical Center will have a dedicated telephone line for EMCTs to contact the Emergency Department.
- 1.8 Medical Center will utilize and adhere to the medical control plans adopted by the local Arizona Emergency Medical Services coordinating system.

1.9 Medical Center will maintain a current certification as an ALS base hospital from ADHS. If that certification lapses or terminates for any reason, Medical Center will immediately notify EMS Agency.

2. EMS Agency Responsibilities.

2.1 EMS Agency will only utilize EMCTs with valid certification by ADHS's Bureau of Emergency Medical Services as prescribed in Arizona Administrative Code, Title 9, Chapter 25, Article 4 or who are licensed by the Arizona Board of Nursing.

2.1.1 EMS Agency will provide Medical Center with an accurate written list of the names of each EMCT currently assigned to Medical Center.

2.1.2 EMS Agency will notify Medical Center in writing within 30 days of any termination, transfer or addition of any EMCT. Notification will include the name(s), certification expiration date(s) and the effective date(s) of addition, transfer or termination. EMS Agency will provide Medical Center with a copy of all applicable certifications for each assigned EMCT.

2.1.3 EMS Agency will have communication equipment in good working order that allows Medical Center to communicate with EMCTs in the field.

2.2 EMS Agency will require its EMCTs to meet ADHS continuing education requirements for re-certification.

2.3 EMS Agency will be responsible for drafting and implementing EMS Agency's procedures used in responding to and giving assistance at the scene of an emergency. Medical Center's medical control authorities will assist EMS Agency's personnel by radio or phone communication when requested.

2.4 EMS Agency will initiate a patient care report for each patient contact. When transported to Medical Center, the patient(s), the patient care report(s) and the care of the patient(s) will immediately be transferred to Medical Center and become the responsibility of Medical Center. EMS Agency will provide Medical Center with copies of the patient care record(s) in a timely manner.

2.5 EMS Agency will allow ride-along privileges to Medical Center's medical control authorities and intermediaries for experience and observations.

2.6 If Medical Center appoints a Continuous Quality Improvement Committee, EMS Agency agrees to provide representation and participation in the Committee.

- 2.7 The EMS Agency and Medical Center will meet semi-annually to discuss and plan EMS education requirements and opportunities. These may include opportunities at other Banner Facilities.
3. Term and Termination. The term of this Agreement will begin on the Effective Date, will continue for a period of one year, and will automatically renew for successive one-year terms. This Agreement may be terminated by either party at any time without cause and without penalty by giving the other party at least 30 days' prior written notice.
4. Additional Requirements.
- 4.1 Non-Employee Status. Neither EMS Agency nor its personnel are deemed employees of Medical Center. Nothing in this Agreement creates an employer-employee relationship, partnership, franchise, joint venture or agency relationship between the parties, and EMS Agency will not represent to any third party that any such relationship exists. EMS Agency has and will retain the right to exercise full control and supervision of the services described in this Agreement, and full control over the employment, direction, compensation and discharge of all personnel assisting EMS Agency in the performance of the services described in this Agreement. EMS Agency will be solely responsible for the payment of all social security, self-employment, federal, state and local income taxes, disability insurance, workers' compensation insurance, fees, licenses and any other statutory benefits provided to its personnel. EMS Agency will hold Medical Center harmless for EMS Agency's failure to comply with any of its obligations under this Section.
- 4.2 Mutual Indemnification. Each party will indemnify, defend, and save harmless the other party for, from and against all actions, liabilities, losses, damages, claims and demands whatsoever, including costs, expenses and attorneys' fees resulting from, or claimed to have resulted from, any intentional or negligent acts or omissions of the indemnifying party or its employees or agents engaged in the work under this Agreement at the time of the event or occurrence upon which such actions, claims or demands are based or a material breach by a party of any of its representations or warranties under this Agreement. Where both Medical Center and EMS Agency, including their respective employees or agents, participated in the liability causing event, each party will contribute to the common liability a pro rata share based upon its relative degree of fault.
- 4.3 Insurance. EMS Agency will maintain insurance coverage during the term of this Agreement, provided by an insurer with a minimum A-VII rating, and will provide Medical Center with 30 days' prior written notice of termination or substantial coverage change. Coverage will include professional liability, general liability, and business auto of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. Where the services described in this Agreement include control of Banner Health's data or protected health information, or the use or development of information technology hardware or software, coverage also will

include cyber insurance coverage of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. All policies will stipulate that the insurance will be primary insurance, that any self-insurance carried by Medical Center will not be contributory insurance and will name Banner Health and Medical Center as additional named insureds. EMS Agency will waive, and require its insurers to waive, any and all recovery rights that any insurer of EMS Agency may have against Banner Health or Medical Center by virtue of the payment of any loss under any insurance. Notwithstanding any limitations set forth in this Agreement, if a claim would be covered by the insurance required to be carried under this Agreement, then in lieu of any limitations set forth herein, the insurance required by this Agreement will apply.

4.4 Change in Law; Regulatory Termination. If any law, regulation or rule is enacted or modified or there is any substantial change in the judicial or administrative interpretation of an existing law, regulation or rule, in either case in a manner that materially and adversely affects a party’s ability to perform under this Agreement or to realize the intended benefits of this Agreement, or if any governmental entity determines that this Agreement is illegal or jeopardizes Banner Health’s tax exempt status, then either party may, in lieu of giving a notice of termination, give written notice of such event to the other party and the parties will thereafter use their best efforts to modify this Agreement in a manner that mitigates the effect of the change or removes the illegality or jeopardy to tax exempt status. If no modification can be agreed upon by the parties within a reasonable period following the notice (not to exceed 30 days), then either party, in its discretion, may terminate this Agreement immediately by written notice to the other party. If no cure is implemented by the parties, or if no cure is possible, then either party in its discretion may terminate this Agreement with such notice as is reasonable under the circumstances.

4.5 Notice. Any notice required to be given under this Agreement will be in writing, and will be deemed delivered to the party to whom the notice is sent (a) when personally delivered, (b) one business day after the same is sent by overnight delivery service, or (c) three days after the same is sent by certified mail, postage prepaid, addressed to such party at the address that follows or to such other address as such party may hereinafter designate in writing:

If intended to EMS Agency: Superstition Fire District
565 N. Idaho Road
Apache Junction, AZ 85119

If intended to Medical Center: Banner Goldfield Medical Center
2050 W. Southern Avenue
Apache Junction, AZ 85120
Attn: Chief Executive Officer

With a copy to:

Banner Health
2901 N. Central Avenue, Suite 160
Phoenix, AZ 85012
Attn: General Counsel

- 4.6 HIPAA. Medical Center is required to comply with the standards for privacy of individually identifiable health information and the security standards for the protection of electronic protected health information under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, together with its implementing regulations promulgated under HIPAA and the Health Information Technology for Economic and Clinical Health Act by the United States Department of Health and Human Services (“HHS”). If EMS Agency creates, receives, maintains or transmits protected health information for or on behalf of Banner Health or Medical Center, EMS Agency will execute a Business Associate Agreement.
- 4.7 Confidentiality and Nondisclosure. EMS Agency acknowledges that EMS Agency may have access to confidential and proprietary information of Banner Health or Medical Facility (the “Proprietary Material”) through the performance of the services described in this Agreement. EMS Agency will keep confidential all Proprietary Material by exercising the same degree of care toward such material as EMS Agency does with respect to its own confidential and proprietary information of like importance, but, in any case, using no less than a reasonable degree of care. EMS Agency will not disclose, distribute, publish, transmit, transfer or disassemble the Proprietary Material or use the Proprietary Material for its own or any other party’s benefit, except in furtherance of its obligations under this Agreement. EMS Agency will limit access to the Proprietary Material to only those individuals who need to know such information for carrying out EMS Agency’s obligations hereunder. EMS Agency will ensure that its personnel, agents, consultants and representatives who are given access to the Proprietary Material will be bound by and comply with the terms of this Agreement. The nondisclosure provisions of this Agreement will be in effect during the term of this Agreement and will survive termination, and EMS Agency’s duty to hold the Proprietary Material in confidence will remain in effect until the Proprietary Material no longer qualifies as confidential information or a trade secret under applicable law. For purposes hereof, the Proprietary Material includes, but is not limited to, documents, records, reports, data, patient health information, demographic information, plans, concepts, ideas, processes, procedures, policies, designs, discoveries, inventions, marketing plans, methodologies, specifications, and other business information relating to Banner Health and Medical Center’s business, assets, operations or contracts, regardless of whether such information has been expressly designated as confidential or proprietary. The Proprietary Material may be provided in written, oral, electronic or other form. The Proprietary Material will not include any information that (a) is now or becomes generally known or available to the public through no fault of EMS Agency; (b) was known by EMS Agency before receipt from Banner Health or Medical Center without any obligation of confidentiality; (c) is rightfully obtained by EMS

Agency from a third party without breach of any obligation to the disclosing party; or (d) is independently developed by EMS Agency without use of or reference to any of the Proprietary Material.

- 4.8 No Referral. This Agreement is limited solely to Banner Health and Medical Centers' contractual arrangement with EMS Agency to provide the services in accordance with the terms of this Agreement. EMS Agency acknowledges and agrees that there is no intent, agreement, understanding or requirement pursuant to which EMS Agency or any other person or entity affiliated with EMS Agency has any obligation to admit, refer or recommend patients to any hospital or facility owned or operated by Banner Health.
- 4.9 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the assigns of the parties to this Agreement. Notwithstanding anything to the contrary in this Agreement, Medical Center may assign or otherwise transfer its interest under this Agreement to any "related entity" without the consent of the other party. For the purposes of this Section, a related entity will be deemed to include a parent, a subsidiary, any entity that acquires all or substantially all of Medical Center's assets or operations relating to this Agreement, and the surviving entity of any merger or consolidation involving Banner Health or Medical Center.
- 4.10 Integration and Amendment. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by a written instrument signed by both parties to this Agreement.
- 4.11 Force Majeure. Neither party will be liable for any delay in performance or any failure in performance caused in whole or in part by reason of force majeure, which will be deemed to include the occurrence of any event beyond the control of the parties, including, without limitation, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, accident, fire, explosion, flood, storm or act of God.
- 4.12 Severability. If any provision of this Agreement, or any application thereof to any person, is determined to be invalid or unenforceable to any extent, the remainder of this Agreement, and the application thereof to other persons or circumstances, will not be impaired, and will be enforced to the fullest extent permitted by law.

- 4.13 Supersede and Replace. This Agreement is intended to supersede and replace any existing agreements between the parties with regard to the subject matter contained herein.
- 4.14 Transactional Conflicts of Interest. The parties hereto both acknowledge that this Agreement may be subject to cancellation by EMS Agency pursuant to provisions of A.R.S. § 38-511.
- 4.15 Definitions. Unless otherwise specified herein, the terms used in this Agreement will have the same meanings as those defined in Arizona Administrative Code § R9-25-101.
- 4.16 Health Requirements for EMS AGENCY Personnel Receiving Additional Training at the MEDICAL CENTER. For all EMS AGENCY personnel receiving additional training at the MEDICAL CENTER, EMS AGENCY shall, at MEDICAL CENTER's request, either provide proof of the following immunizations or require the personnel receiving the training to wear a mask (provided by MEDICAL CENTER) whenever in patient care areas at MEDICAL CENTER:
- a) Measles, Mumps, Rubella. Titers for Measles, Mumps, and Rubella will be performed at the time of hire for all employees who do not have proof of prior immunization or disease (physician record of prior immunization or prior positive titer). Those born after January 1, 1942 and before January 1, 1957 are considered to be immunized if they received one (1) dose of live vaccine. Those born after January 1, 1957 are considered to be immune if they received two (2) doses of live vaccine after January 1, 1968 and after their first birthday. Before administering titer, assure that women of childbearing age are not pregnant. The schedule for immunization with MMR: initial injection with second injection one (1) month later.
 - b) Varicella. Titer performed at the time of hire for those without proof of immunity (either prior documented disease or prior documented immunization). For those without immunity, active immunization administered with initial dose, followed by second dose within four (4) to eight (8) weeks of the first dose.
 - c) TB screening test. EMS AGENCY personnel shall have either an annual TB skin test which shows a negative result or, if EMS AGENCY personnel tests positive for TB, or has previously tested positive for TB, then EMS AGENCY, shall for that personnel, submit proof of a chest x-ray performed since the first positive result, showing the lungs to be free from evidence of pulmonary tuberculosis or contagion, and an annual TB screening questionnaire completed and signed by the personnel who tested positive. The TB screening questionnaire must either verify that the personnel is asymptomatic for TB, or if it does not, then that personnel must be examined by a physician and submit to MEDICAL CENTER, a signed physician's declaration, dated later than the date on the annual TB screening questionnaire, stating that the personnel is free from pulmonary tuberculosis or contagion.

- d) Annual Flu Immunization. Immunization to influenza on or after September 1 and before December 1 of the calendar year during which the training occurs.
- 4.17 Non-Exclusive Agreement. This Agreement with EMS AGENCY is not exclusive. Accordingly, Medical Center will have the right to enter into one or more agreements relating to the same or similar matters as are covered by this Agreement and execution by Medical Center of such agreements will not constitute a breach of this Agreement.
- 4.18 Governing Law. This Agreement will be governed by the internal substantive law of the State of Arizona, without regard for the conflict of law principles thereof.
- 4.19 Physician Ownership. EMS Agency expressly represents and warrants that one of the following provisions applies: (a) no physician, no physician organization and no member of any physician's immediate family owns or holds an ownership or financial interest in EMS Agency, including any affiliated or related entity or person, that is not the subject of an exception or "safe harbor" under applicable law; or (b) EMS Agency is a publicly-traded company and is the subject of an exception under 42 CFR § 411.356(a)(1) and (a)(2).
- 4.20 Retention and Inspection of Records. All records related to this arrangement will be kept on file by EMS Agency for a period of four years from the date the record is made or such longer period of time as may be required by applicable law. Upon reasonable prior notice, EMS Agency will give Banner Health or Medical Center, or their authorized representative, and any relevant regulatory agency the ability to inspect, examine, and audit, during normal business hours, such of EMS Agency's business records as are relevant to this Agreement. The cost of any Banner Health inspection, examination, and audit will be at the sole expense of Banner Health.
- 4.21 Corporate Authority. Each party represents and warrants that the individual executing this Agreement on behalf of such party is duly authorized to execute and deliver this Agreement on behalf of such corporation, person, firm, partnership or other entity and that this Agreement is binding upon such entity in accordance with its terms.
- 4.22 Waiver and Breach. No waiver of the enforcement or breach of any agreement or provision herein will be deemed a waiver of any preceding or succeeding breach thereof or of the enforcement of any other agreement or provision herein. No extension of time for performing any obligation or act will be deemed an extension of time for performing any other obligation or act. All rights and remedies provided herein are cumulative and not exclusive of any rights or remedies otherwise provided by law.
- 4.23 Counterparts. This Agreement may be executed in one or more copies or counterparts, each of which when signed will be an original, but all of which

together will constitute one instrument. Signatures submitted via telecopy or electronic signature will have the same force and effect as original signatures and, as such, will be valid and binding upon the parties hereto.

- 4.24 Applicable Standards. EMS Agency and all EMS Agency personnel will comply with all standards applicable to the services described in this Agreement, as such standards may be amended from time to time, including, but not limited to the following: federal, state and local government laws, rules and regulations, and laws relating to emergency ambulance services and the handling of controlled substances.
- 4.25 Cost of Litigation. If either party takes legal action to enforce this Agreement, the prevailing party will be entitled to recovery of its reasonable attorneys' fees and costs incurred in connection with such action.
- 4.26 Survival. Any covenant or provision herein that requires or might require performance after the termination or expiration of this Agreement, including, but not limited to, indemnities, confidentiality, settlement of accounts, records retention and access, and insurance requirements, will survive any termination or expiration of this Agreement.

Signature Page to follow.

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by signature of their duly authorized representative as of the signature dates set forth below, to be effective as of the Effective Date.

MEDICAL CENTER:

EMS AGENCY:

Banner Health,
d/b/a Banner Goldfield Medical Center

Superstition Fire District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Attest:

Approved as to Form:

ADDENDUM TO AGREEMENT
(PROFESSIONAL SERVICES)

This Addendum, made and entered into effective as of the date shown below, is added to that certain Emergency Base Station Agreement between Superstition Fire & Medical District a political subdivision of the state of Arizona (hereinafter “SFMD”) and Banner Health, an Arizona non-profit corporation, doing business as Banner Goldfield Medical Center (hereinafter “Vendor”), to include the following provisions, the same as if said provisions were contained in the body of said document.

1. Termination: SFMD may terminate this Agreement pursuant to the provisions of A.R.S. §38-511.
2. Non-Discrimination: Vendor warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. 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.
3. Legal Arizona Workers Act Compliance: 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.

4. Vendor Certification Anti- Israeli Provision: To the extent applicable, the Vendor certifies that it does not currently, and agrees for the duration of the contract that it will not, engage in a boycott of goods or services from Israel. The Vendor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the

Vendor (if any) are currently engaged in a boycott of Israel. The Vendor further and additionally agrees that for the duration of this Agreement, neither Vendor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Vendor (if any) shall engage in a boycott of Israel.

"Boycott of Israel" shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C, § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

5. Vendor Certification Forced Labor of Ethnic Uyghurs: Vendor certifies that it does not currently, and agrees for the duration of the contract that it will not use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Vendor becomes aware during the term of the contract that it is not in compliance with this certification, Vendor shall notify SFMD within five days of becoming aware of the noncompliance. If Vendor does not provide the public entity with a written certification that the company has remedied the noncompliance within one hundred eighty days after notifying the public entity of the noncompliance, the contract shall terminate.

6. Non-appropriation: 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.

8. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.

9. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

10. Interpretation: 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 any one of, the parties hereto.

11. Arbitration: 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.
12. Insurance: The Vendor shall purchase (and maintain) through a program of self-insurance or from a company or companies lawfully authorized to do business in Arizona such insurance as will protect the Vendor from claims 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. Coverage shall include, (i) professional and general liability of at least one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) aggregate, (ii) Workers' Compensation insurance in amounts required by applicable Laws, and (iii) auto liability of at least one million dollars (\$1,000,000) per occurrence.
13. Termination for Convenience: 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 by giving the Vendor at least 30 days' prior written notice. 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.

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.

[Signatures on following page]

PASSED, APPROVED AND ADOPTED by the Governing Board of the Superstition Fire & Medical District this ___ day of _____, 2024.

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

By: _____
Board Chair

ATTEST:

Board Clerk

VENDOR

By: _____

Name: _____

Its: _____

Appendix E

E. Contract for Medical Services for the Blossom Rock Grand Opening Event

Submitted By

Assistant Chief Richard Mooney

Background/Discussion

Due to the size and area of the event, a three-person medical services team is required. The contract would provide three personnel for the event. The Superstition Fire & Medical District will provide a first aid station and mobile medical team using the UTV during the April 27, 2024, event.

Financial Impact(s)/Budget Line Item

The agreement is a paid-for-service contract that allows SFMD to recoup all costs for the UTV, medical supplies, and personnel used during the event.

Enclosure(s)

Medical Services Agreement





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

April 17, 2024

Blossom Rock Grand Opening Event

Brookfield Residential

Amparo Turner

10075 S. Dutchman Dr.

Apache Junction, 85120

480-297-4997

Amparo.Turner@brookfieldrp.com

2024 Blossom Rock Grand Opening Event; Medical Staffing Agreement

This Medical Staffing Agreement represents the cost associated with providing Emergency Medical Services (E.M.S.) to staff a Medical Aid Station for the Blossom Rock Grand Opening Event on April 27, 2024. This joint agreement between Brookfield Residential and the Superstition Fire & Medical District is only valid for the scheduled event scheduled for April 27, 2024. This Agreement provides for one E.M.T. Basic provider and two Paramedic Advanced providers to serve as medical aid services.

Both parties agree upon the following obligations as per the execution of this Agreement for services:

Fire District's Obligations:

1. Provide two (2) State Certified Paramedics, advanced level provider, and one (1) State Certified E.M.T., basic level provider, to staff a medical aid station at the special event located at Painted Sky Park 10075 S. Dutchman Dr., Apache Junction, AZ 85120, on Saturday, April 27, 2024, from the hours of 10:00 am until 3:00 pm.
2. Provide all necessary advanced life support equipment required for Paramedic level care.
3. Provide all necessary disposable medical supplies.
4. Provide communications equipment for contact with Mesa Regional Dispatch Center for requesting additional resources for the treatment or transport of patients at the event.
5. Provide for the disposal of medical waste or other biohazard materials generated by treating patients at the event.

Brookfield Residential Obligations:

1. Agree to pay for the services of two (2) State Certified Paramedic providers and one (1) State Certified E.M.T. provider to staff a medical aid station at the special event located at (Painted Sky Park)10075 S. Dutchman Dr. Apache Junction, AZ 85120, on Saturday, April 27, 2024, from the hours of 9:00 am until 3:30 pm (6.5 hours total per provider) per Schedule 'A' (attached).
2. Provide a secure and centralized location for staging an Emergency Vehicle. This location shall have direct access in and out of the festival grounds to avoid any delays in the transportation of patients or response of additional emergency vehicles.
3. Signage to identify the medical aid service's location.
4. Provide radio equipment to facilitate communications between the medical aid station staff, the event security staff, and the event coordinators throughout the duration of the event.
5. Always provide unobstructed access for emergency vehicle traffic into the event.

Miscellaneous Provisions:

1. Indemnification: To the fullest extent permitted by law, Brookfield Residential shall defend, indemnify, and hold harmless the Fire District, 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 Brookfield Residential, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance may be legally liable. Nothing herein shall be construed to modify the gross negligence standard in A.R.S. § 48-818.
2. Non-appropriation: This Agreement shall be subject to available funding for the Fire District, and nothing in this Agreement shall bind the Fire District to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

If the parties agree upon all conditions and obligations, the Fire District, and Brookfield Residential, this document and representative(s) signature(s) shall be considered and accepted as a binding agreement.

For this Agreement to remain valid, affixed signatures and payment receipts must be received at our administration office, 565 N. Idaho Rd, Apache Junction, AZ, 85119, before the scheduled event date.

Pursuant to A.R.S. Section 38-511, the Fire District may terminate this Agreement.

Superstition Fire and Medical District

Brookfield Residential

Board Chair: _____

Agent: _____

Printed: _____

Printed: _____

Board Clerk: _____

Co-Agent: _____

Printed: _____

Printed: _____



Superstition Fire & Medical District

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Phone | (480) 982-4440

Website | sfmd.az.gov

SCHEDULE 'A'

The cost is based on two personnel for a total of 6.5 hours each (9:00 am through 3:30 pm). The cost will be based on actual hours worked. One hour is added for setup and 30 minutes for returning personnel and equipment.

| <u>Personnel costs for each position who may work the event:</u> | <u>Cost for 6.5 hours.</u> |
|-------------------------------------------------------------------|----------------------------|
| • Certified Paramedic \$80/hour | \$520 |
| • Certified EMT \$70/hour | \$455 |
| • Certified Paramedic \$80/hour | \$520 |
| Apparatus Cost (0900-1530) | |
| • UTV Cost per Hour \$50/hour | \$325 |
| Total cost: (Personnel cost/hour plus apparatus cost/hour) | \$1820 |

*These costs represent actual hourly overtime rates for personnel based on current SFMD special event 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 based on the personnel who work at the event, as displayed above. The Invoice is payable within 30 days of receipt.

Appendix F

F. Intergovernmental Agreement with AZ Department of Forestry and Fire Management

Submitted By

John Whitney, Fire Chief

Anna Butel, Admin Services Director

Background / Discussion

The Arizona Department of Forestry and Fire Management and SFMD are seeking approval relating to the cooperative agreement for the upcoming wildland season. SFMD typically provides fire suppression support to DFFM during the wildland season as requested.

Staff recommends approval of this agreement.

Financial Impact/Budget Line Item

n/a

Enclosure(s)

Arizona Department of Forestry and Fire Management Cooperative Agreement



Contract No. _____

**ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT
COOPERATIVE AGREEMENT**

This Cooperative Agreement ("Agreement") is made by and between Superstition Fire & Medical District hereinafter referred to as the Cooperator, and the State Forester (collectively the "Parties"). This Agreement supersedes all previous Memorandums of Understanding and Cooperative Intergovernmental Agreements and will become effective upon the final signature.

WITNESSETH:

WHEREAS the Cooperator wishes to enter into a Cooperative Agreement with the State Forester for the protection of its forests and wildlands as authorized under A.R.S. §§ 37-1303, 37-1302(13), 48-805(B)(17) and; the protection of forest, wild and agricultural lands, and rural structures as provided for within the Cooperative Forestry Assistance Act, 16 U.S.C. Section 2106; and

WHEREAS it is in the best interest of the State of Arizona to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Cooperator represents that it is a duly constituted fire department, fire district, or political subdivision of the State authorized to provide fire protection within the boundaries of the map attached hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Cooperator may have a limited number of units of firefighting equipment that can be made available to the State Forester for fire suppression work; and

WHEREAS the Cooperator may have the capability to respond and suppress fires under the jurisdiction of the State Forester on a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Cooperator can more adequately carry out this function if additional equipment and technical assistance is available; and

WHEREAS the State Forester may have a limited number of units of firefighting equipment that can be made available to fire associations, fire districts, and incorporated fire departments involved in fire suppression; and

WHEREAS it has been determined to be advantageous to the State Forester in the proper discharge of his responsibilities to make certain equipment available to the Cooperator;

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

A. THE STATE FORESTER AGREES:

1. To make available organizational assistance, technical training and other expertise as available on his staff;
2. To provide State Forester's and other wildland fire training resources and funding when deemed available by the State Forester;
3. To provide State resources and resources under State agreement to the Cooperator for wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies within the Cooperator's boundary or service area when requested by the Cooperator and deemed available by the State Forester. Per A.R.S. § 37-1305(H), the State Forester may require reimbursement for cost incurred for these requested resources. The State Forester will determine as soon as practical after each

request, the need for reimbursement. This determination will be based upon one or more of the following factors; the type of request, resources furnished, jurisdiction, land ownership, threat, state or federal emergency declaration status, and the actual costs of those resources to the State.;

4. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for fire suppression activities, equipment and manpower at the rates established per the Cooperative Fire Rate Agreement (FM104) on file with the State Forester; provided, however, that payment shall be made only for such activities on lands outside the Cooperator's established boundaries or service area when requested by the State Forester;
5. That the Cooperator may refuse to furnish manpower and equipment when requested by the State Forester if by so doing it would reduce the Cooperator's resources to a level where it could no longer maintain an adequate level of fire protection on lands within its boundary or service area;
6. To make available such firefighting and training equipment as can be obtained and is suitable for the use of the Cooperator in fire management work and wildland fire training;
7. That title to all accessories, tools, equipment, sirens, etc., which the Cooperator adds or attaches to state equipment provided by the State Forester will remain the property of the Cooperator and the Cooperator shall remove same prior to returning same equipment to the State Forester;
8. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for instructors conducting approved fire training instruction, at the State Forester's request and at the rate for instructors included in the Arizona State Forester's Emergency Pay Plan plus travel expenses, if applicable, at the approved state rates;
9. That no reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear will be made;
10. To provide necessary forms as needed by the Cooperator in executing his responsibilities under this Agreement;
11. To the extent possible, to assist the Cooperator in ordering and obtaining fire training material and equipment through the federal supply system (GSA, NWCG, & NIFC);
12. That the Cooperator may purchase wildland firefighting equipment and supplies through the State Forester's procurement system.

B. THE COOPERATOR AGREES:

1. To respond to and engage in fire suppression actions on all wildland fires on State and Private lands within the Cooperator's boundary or service area as set forth in attached Appendix A at the Cooperator's expense;
2. To respond and engage in wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies upon lands under the jurisdiction of the State Forester located outside the Cooperator's boundary or service area as set forth in attached Appendix A at such time and with equipment and manpower available as requested by the State Forester;
3. To maintain and make available for use at the request of the State Forester manpower and equipment subject to the provisions of the Cooperative Fire Rate Agreement (FM 104);
4. To accept direction and supervision by the State Forester or his duly authorized representatives while engaged in suppression or other activities at the State Forester's request;
5. To submit a State Forester's Arizona Individual Wildland Fire Report (Wild-RPT-1) within 15 days, for each wildland fire that the Cooperator responds to outside their jurisdiction, on which they are

- the incident commander;
6. To provide the State Forester with a summary report on all known wildland fires inside their jurisdiction on a calendar year basis by February 1st of each year;
 7. That if the Cooperator agrees to provide approved wildland firefighting training courses at the State Forester's request, the courses will meet the standards set by the National Wildfire Coordinating Group for the Wildland and Prescribed Fire Qualification System;
 8. To provide to the State Forester, for approved training courses, a summary report on courses provided, number of students trained, and number of fire departments represented on a calendar year on a quarterly basis;
 9. To participate to the extent possible in fire prevention activities within their boundary or service area as requested by the State Forester;
 10. To submit claims for reimbursement to the State Forester within thirty (30) days after release of its manpower and/or equipment in the manner and form prescribed by the State Forester;
 11. To submit claims for reimbursement to the State Forester within thirty (30) days after completion of authorized training courses in the manner and form prescribed by the State Forester;
 12. To maintain wildland fire training qualifications as set forth by the State Forester;
 13. To accept and use equipment obtained from the State Forester pursuant to this agreement ("Assigned Equipment");
 14. To maintain the Assigned Equipment in operable condition and state of readiness, and promptly report any loss or damage of such equipment to the State Forester;
 15. To obtain prior approval for any planned alterations of the Assigned Equipment from the State Forester;
 16. To provide adequate shelter from the weather elements for the Assigned Equipment;
 17. Upon request, to promptly provide the State Forester with a report of the condition of Assigned Equipment;
 18. That the Assigned Equipment may not be sold, transferred, loaned or otherwise disposed of, or traded, but must be returned to the State Forester unless part of the Firefighter Program (FFP) through the Department of Defense and US Forest Service and the agreement there of;
 19. To require any contractors or subcontractors of the Cooperator operating under this Agreement to maintain the following minimum insurance coverage.

Insurance Requirements for Any Contractors Used by a Party to the Agreement:

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Cooperator or its contractors or subcontractors from liabilities that might arise out of the performance of the work under this Agreement by the Cooperator, its agents, representatives, employees, contractors or subcontractors, and Cooperator and its contractors and subcontractors are free to purchase additional insurance.

- A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. The term "Contractor" throughout this Section 19 refers only to a contractor or subcontractor of the Cooperator, if any. None of the obligations under this Section

19, other than the duty of the Cooperator to provide a Certificate of Insurance under Section 19.1 are applicable to the Cooperator.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”**. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.
- c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, its**

departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed (**Blanket Endorsements are not acceptable**) to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).
2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an “A.M. Best” rating of not less than A- VII or duly authorized to transact Workers’ Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. SUBCONTRACTORS: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the *insurance requirements* of this Section 19 must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

H. EXCEPTIONS: In the event the Cooperator, Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance or other Certificate of Insurance to the State Forester's Office as the Agent of the State of Arizona. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or

university then none of the above shall apply.

20.

INDEMNIFICATION:

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, if and only if the Cooperator uses contractors or subcontractors, which decision the Cooperator may make in its sole and absolute discretion, the Cooperator shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Cooperator's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims to the extent arising from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

IT IS MUTUALLY AGREED:

1. That every obligation of either Party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation; if funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments for any damages as a result of termination under this paragraph.
2. That the Cooperator will be hired and reimbursed, for suppression or other activities, as set forth in the "Cooperative Fire Rate Agreement" (FM104) as agreed to and attached as exhibit "B". This Cooperative Fire Rate will be part of the general Cooperative Agreement and attached at a later date and prior to hiring.
3. The equipment issued by the State Forester will be painted and identified and marked in a manner that will indicate the cooperation between the Cooperator and the State Forester, unless the equipment was acquired through the Firefighter Program and the title has been passed to the cooperators;
4. If the equipment is not used as provided by this agreement, the State Forester may remove said equipment upon written notification.
5. **Amendments:** This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
6. **Dispute Resolution:** In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. § 12-1518.

7. **Inspection and Audit of Records:** Pursuant to A.R.S. §§ 35-214 and -215, to the extent that they apply, the Cooperator shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State Forester at all reasonable times. Upon request, the Cooperator shall produce the original of any and all such records at the offices of the State Forester.
8. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. §§ 38-511, the either Party to the Agreement may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to this contract in any capacity, or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor is received by all other parties to the contract of the cancellation, unless the notice specifies a later time.
9. **Nondiscrimination:** The parties agree to comply with Arizona Governor's Executive Order 2009-09 - "Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Cooperators and Subcontractors, Superseding Executive Order 99-4 and Amending Executive Order 75-5."
10. **Third-Party Antitrust Violations:** The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Cooperator toward fulfillment of this Agreement.
11. **Notices:** All notices required by this agreement shall be in writing delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.

State Forester:

Office of the State Forester
 Arizona Dept. of Forestry & Fire Mgt.
 1110 West Washington, Suite 500
 Phoenix, AZ 85007
 602-771-1400
 602-771-1421 fax

Cooperator:

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

12. **Immigration Compliance:** Cooperator warrants its compliance with all federal immigration laws and regulations that relate to their employees and its compliance with § 23-214, subsection A, and the compliance of any of its contractors or subcontractors. A breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The State retains the legal right to inspect the papers of any Cooperator, contractor or subcontractor employee who works on the contract to ensure that the Cooperator, contractor or subcontractor is complying with the warranty.
13. **Workers' Compensation:** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is the primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries they are then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.
14. **Term:** This Agreement will continue (10) ten years from the effective date, unless terminated by either party by (30) thirty days written notice to the other. At the termination of this Agreement, each party shall return to the other party any equipment belonging to that party.

15. **Compliance with Laws:** The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

COOPERATOR:

(Print Name)

Signature

Title

Date

STATE FORESTER:

Thomas A. Torres

Print Name

Signature

State Forester

Title

Date

Appendix G

G. Stryker Equipment Service Contract

Submitted By

Captain Tanner Fox

Background / Discussion

This contract is for the service of Lifepak 15 monitors and Lucas compression devices that have lost coverage. This coverage will be for 6 months until the next contract renewal. This was a planned expense and is budgeted from the account below

Financial Impact/Budget Line Item

Impact \$14,663.25

Account 6153041 (EMS Cardiac Monitor Maintenance)

Enclosure(s)

Stryker Service Contract

Purchase Order





6 Month Prevent SUPERSTITION FIRE MED DISTRICT FLEET SVC

Quote Number: 10863549

Version: 1

Prepared For: SUPERSTITION FIRE MED DISTRICT FLEET SVC

Attn:

Rep: April Espinoza

Email:

Phone Number:

GPO: CUSTOMER CONTRACT

Service Rep: Alex Chavez

Quote Date: 02/05/2024

Email:

Expiration Date: 03/06/2024

Contract Start: 01/01/2024

Contract End: 06/30/2024

Delivery Address

Name: SUPERSTITION FIRE MED DISTRICT FLEET SVC

Account #: 20053578

Address: 1455 E 18TH AVE

APACHE JUNCTION

Arizona 85119-7710

Sold To - Shipping

Name: SUPERSTITION FIRE MED DISTRICT FLEET SVC

Account #: 20053578

Address: 1455 E 18TH AVE

APACHE JUNCTION

Arizona 85119-7710

Bill To Account

Name: SUPERSTITION FIRE MED DISTRICT FLEET SVC

Account #: 20053578

Address: 1455 E 18TH AVE

APACHE JUNCTION

Arizona 85119-7710

ProCare Products:

| # | Product | Description | Months | Qty | Discount % | Sell Price | Total |
|-----------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------|--------|-----|------------|------------|--------------------|
| 1.0 | LIFEPAK-FLD-PROCARE | PROCARE-SVC-LIFEPAK-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service | 6 | 7 | 10.0% | \$991.80 | \$6,942.60 |
| 2.0 | LIFEPAK-FLD-PROCARE | PROCARE-SVC-LIFEPAK-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service | 6 | 2 | 10.0% | \$991.80 | \$1,983.60 |
| 3.0 | LIFEPAK-FLD-PROCARE | PROCARE-SVC-LIFEPAK-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service | 6 | 2 | 10.0% | \$991.80 | \$1,983.60 |
| 4.0 | LIFEPAK-FLD-PROCARE | PROCARE-SVC-LIFEPAK-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service | 6 | 1 | 10.0% | \$991.80 | \$991.80 |
| 5.0 | LUCAS-FLD-PROCARE | PROCARE-SVC-LUCAS-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service | 6 | 3 | 10.0% | \$773.55 | \$2,320.65 |
| 6.0 | LUCAS-FLD-PROCARE | PROCARE-SVC-LUCAS-FIELD-REPAIR 05/01/2024 - 06/30/2024 √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service | 2 | 2 | | \$220.50 | \$441.00 |
| ProCare Total: | | | | | | | \$14,663.25 |

Price Totals:



6 Month Prevent SUPERSTITION FIRE MED DISTRICT FLEET SVC

Quote Number: 10863549
 Version: 1
 Prepared For: SUPERSTITION FIRE MED DISTRICT FLEET SVC
 Attn:

Rep: April Espinoza
 Email:
 Phone Number:

GPO: CUSTOMER CONTRACT
 Service Rep: Alex Chavez

Quote Date: 02/05/2024
 Expiration Date: 03/06/2024
 Contract Start: 01/01/2024
 Contract End: 06/30/2024
 Email:

Grand Total: \$14,663.25

 Authorized Customer Signer (Printed) Date

 Stryker Authorized Signature (Printed) Date

 Authorized Customer Signature Date

 Stryker Authorized Signature Date

 Purchase Order Number

Service Terms and Conditions:

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Equipment Service Plan

| Line Item # | Model | Serial # |
|-------------|----------------------------------|----------|
| 1.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR | 50281225 |
| 1.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR | 50293339 |
| 1.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR | 49372126 |
| 1.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR | 44897677 |
| 1.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR | 44898097 |
| 1.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR | 46491946 |
| 1.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR | 46491989 |
| 2.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR | 41723531 |
| 2.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR | 41723448 |
| 3.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR | 39427840 |
| 3.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR | 38821792 |
| 4.0 | PROCARE-SVC-LIFEPAK-FIELD-REPAIR | 38290141 |
| 5.0 | PROCARE-SVC-LUCAS-FIELD-REPAIR | 3522DB50 |
| 5.0 | PROCARE-SVC-LUCAS-FIELD-REPAIR | 3522DB63 |
| 5.0 | PROCARE-SVC-LUCAS-FIELD-REPAIR | 3522DB49 |
| 6.0 | PROCARE-SVC-LUCAS-FIELD-REPAIR | 3523EO53 |
| 6.0 | PROCARE-SVC-LUCAS-FIELD-REPAIR | 3523EO41 |

Purchase Order Form



Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number _____

Check box if Billing same as Shipping

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

| SHIP TO | | CUSTOMER # |
|-----------------------|--|------------|
| Shipping Account Num | | |
| Company Name | | |
| Contact or Department | | |
| Street Address | | |
| Add'l Address Line | | |
| City, ST ZIP | | |
| Phone | | |

Authorized Customer Initials _____

Authorized Customer Initials _____

| DESCRIPTION | QTY | TOTAL |
|--------------------------------------|----------------------|----------------------|
| REFERENCE QUOTE <input type="text"/> | <input type="text"/> | <input type="text"/> |

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number

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

LIFEPAK® 15 service

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

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

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

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

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

PURCHASE ORDER
158

04-10-2024



Vendor
Stryker Sales Corporation
3800 E Centre Ave
Portage, Michigan 49002

Ship To
Regional Training Center
3700 E 16th Ave
Apache Junction, AZ 85119
United States

Bill To
Admin
565 N. Idaho Road
Apache Junction, AZ 85119
United States

Delivery Date
04-10-2024

| # | Item & Description | G/L Account | Custom Fields | Qty | U/M | Rate | Amount |
|---|-------------------------------------------------------------|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|------------|------------|
| 1 | 6153041 Professional:41 EMS Cardiac Monitor Maint | 41 EMS Cardiac Monitor Maint Account # 6153041 | Department 100-General Fund:40-Emergency Services Budget Manager Dave Pohlmann Item Description monitor 20 printer door | 1 | EA | \$7,331.62 | \$7,331.62 |
| 2 | 6153041 Professional:41 EMS Cardiac Monitor Maint | 41 EMS Cardiac Monitor Maint Account # 6153041 | Department 150-Ambulance Fund:40-Emergency Services Budget Manager Dave Pohlmann Item Description monitor 20 printer door | 1 | EA | \$7,331.63 | \$7,331.63 |

Total: \$14,663.25