

VERSION 1.0
August 21, 2024



BOARD OF DIRECTORS MEETING

August 21, 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 AUGUST 21, 2024

Dial in Phone Number: 1-689-206-0397

Phone Conference ID: 575 587 553#

The Board will hold a meeting on Wednesday, August 21, 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. and the meeting 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 July 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 July 24, 2024
- B. Purchase of ten Motorola Portable Radios
- C. Purchase of six new Mohawk Lifts
- D. 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 2024-08-21-01: a commitment to purchase through a capital lease agreement one 2025 Pierce Velocity Pumper; approval of resolution 2024-08-21-02 and approval of Certificate of Authority, both prepared in conjunction with the above-referenced Lease-Purchase Agreement dated July 10, 2024, and pursuant to the Master Lease-Purchase Agreement dated May 27, 2022, and including that certain Master Lease Purchase Addendum dated August 23, 2024 and that certain related Addendum prepared by legal counsel dated August 21, 2024.**
6. **Discussion and possible approval of Resolution #2024-08-21-03: Call for Cancellation of Election.**
7. **Discussion and possible approval of Policies: 1008 Tuition Reimbursement, 1009 Reporting for Duty, 1010 Emergency Recall, 1012 Discriminatory Harassment, 309 Line of Duty Death and Serious Injury Investigations, 1036 Line of Duty Death, and 1037 Line of Duty Death and Serious Injury Notification.**

8. 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**

9. New Business / Future Agenda Items.

10. Announcements and Document Signing.

11. 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: August 15, 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.

Agenda Item Title

Review and approval of the July 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 July 2023 financial reports and bank reconciliations.”



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

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



July 2024

Governing Board Meeting – August 21, 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.

August Service Anniversaries

23 Years of Service: Firefighter **Paul Gruetzmacher**

23 Years of Service: Firefighter **Mark Widick**

20 Years of Service: Battalion Chief **Jon Williamson**

17 Years of Service: Administrative Specialist **Kelly Bartz**

9 Years of Service: Account Clerk Specialist **Lori Hlavin**

9 Years of Service: Transportation Services Manager **Billy Warren**

8 Years of Service: Firefighter/Paramedic **Clint Musgrave**

3 Years of Service:

Firefighter **Kaden Logsdon**

Firefighter **Steven Hammer**

Firefighter **Chase Thompson**

2 Years of Service:

Firefighter **Alex Avakian**

Firefighter **Apolo Ta'ase**

Firefighter **Chase Andrews**

1 Year of Service:

Firefighter **Brock Doolen**

Firefighter **Brad Steinepreis**



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Governing Board Meeting – August 21, 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 – August 21, 2024

Agenda Item: 4

Agenda Item Title

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

- A. Board Meeting Minutes from July 24, 2024 – **Appendix A**
- B. Purchase of ten Motorola Portable Radios - **Appendix B**
- C. Purchase of six new Mohawk Lifts - **Appendix C**
- D. Stryker Equipment Service Contract - **Appendix D**

Background/Discussion

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

Recommended Motion

“Motion to approve the consent agenda items for August 21, 2024.”



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Governing Board Meeting – August 21, 2024

Agenda Item: 5

Agenda Item Title

Discussion and possible approval of Resolution 2024-08-21-01: a commitment to purchase through a capital lease agreement one 2025 Pierce Velocity Pumper; approval of resolution 2024-08-21-02 and approval of Certificate of Authority, both prepared in conjunction with the above-referenced Lease-Purchase Agreement dated July 10, 2024, and pursuant to the Master Lease-Purchase Agreement dated May 27, 2022, and including that certain Master Lease Purchase Addendum dated August 23, 2024 and that certain related Addendum prepared by legal counsel dated August 21, 2024.

Submitted By

Fire Chief John Whitney

Assistant Chief Richard Mooney

Background/Discussion

At the July 24, 2024, Board Meeting, the Board approved the purchase of a new Pierce Velocity Pumper through Hughes Fire Equipment, Inc., with the purchase being accomplished through a seven- (7) year capital lease-purchase. The leasing company is PNC Equipment Finance, which requires the Board to sign the attached Master Lease-Purchase agreement between SFMD and PNC Bank. Legal will provide their opinion for the lease purchase in the form of three documents (Resolution 2024-8-21-02, Certificate of Authority, & Addendum).

Financial Impact(s)/Budget Line Item

Approximately \$195,139.91 due on August 23, 2025 / Account 200-70-72240-20 Vehicles / Apparatus
The payment schedule is shown in the agreement under Schedule A-1.

Enclosure(s)

- Resolution #2024-08-21-01
- EM793 Quote for Pierce Velocity Pumper
- Updated Lease-Purchase w/ Annual Payment & new Interest Rate
- Signed PO for EM793 Pierce Velocity Pumper
- Shipping Label for Lease Purchase Agreement
- Master Lease-Purchase Agreement b/t SFMD and PNC Bank
- PNC Bank, National Association Information Request Form Completed to replace blank form in Master Lease-Purchase Agreement

Legal Added Documents

- Resolution 2024-08-21-02
- Certificate of Authority
- Additional Addendum



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Recommended Motion

“Motion to approve Resolution 2024-08-21-01: a commitment to purchase through a capital lease agreement one 2025 Pierce Velocity Pumper; approval of resolution 2024-08-21-02 and approval of Certificate of Authority, both prepared in conjunction with the above-referenced Lease-Purchase Agreement dated July 10, 2024, and pursuant to the Master Lease-Purchase Agreement dated May 27, 2022, and including that certain Master Lease Purchase Addendum dated August 23, 2024 and that certain related Addendum prepared by legal counsel dated August 21, 2024.”



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RESOLUTION #2024-08-21-01

Fire District/Lessee: Superstition Fire & Medical District

Principal Amount Expected to Be Financed: \$1,147,380.53

WHEREAS, Superstition Fire & Medical District (“SFMD”) is a political subdivision of the State of Arizona (the “State”) and is duly organized and exists pursuant to the State's Constitution and laws.

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

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements (“Leases”) in the principal amount not exceeding the amount stated above for the purpose of acquiring the property (“A New Pierce Velocity Pumper EM793”) to be described in the Leases is appropriate and necessary to the functions and operations of SFMD.

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

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

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

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

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

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

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

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

ADOPTED AND APPROVED on this August 21, 2024.

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

LESSEE: Superstition Fire & Medical District

Signature of Board Chair of SFMD

Print Name: _____

Date: _____

Signature of Board Clerk of SFMD

Print Name: _____

Date: _____

SUPERSTITION FIRE & MEDICAL DISTRICT

Resolution No. 2024-08-21-02

A FORMAL RESOLUTION OF THE ELECTED BOARD OF THE SUPERSTITION FIRE & MEDICAL DISTRICT APPROVING THE EXECUTION AND DELIVERY OF A PURCHASE ORDER DATED JULY 10, 2024 IN FURTHERNCE OF THAT CERTAIN MASTER LEASE PURCHASE AGREEMENT DATED May 27, 2022, AND CERTAIN ADDENDUMS RELATING THERETO; PROVIDING FOR LEASE PAYMENTS PURSUANT TO THE LEASE PURCHASE AGREEMENT AND MAKING CERTAIN COVENANTS AND AGREEMENTS WITH RESPECT THERETO; AUTHORIZING THE ACQUISITION OF CERTAIN EQUIPMENT; AUTHORIZING THE TAKING OF ALL OTHER ACTION AS NECESSARY TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the Governing Body hereby desires to purchase a 2025 Pierce Velocity Pumper EM793 and enter into that certain Lease Purchase Order dated July 10, 2024, created in furtherance of that certain Master Lease Purchase Agreement dated May 27, 2022, together with the Four Party Agreement and any related documents and Addendums (collectively the "Lease Purchase Agreement") by and between PNC Bank (the "Lessor") and Superstition Fire & Medical District, a political subdivision of the State of Arizona (the "Lessee") for the purpose of procuring a Velocity Pumper EM793, as more clearly defined on Lease Schedule "A-1" to the Lease Purchase Agreement, attached thereto; and

WHEREAS, the above Lessee is duly organized and existing pursuant to the constitution and laws of the State of Arizona; and

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

WHEREAS, the Governing Body hereby finds and determines that the acquisition of the above-described Equipment and the execution of the Lease Purchase Agreement in the principal amount of one million, one hundred and forty-seven thousand, three hundred and eighty dollars and fifty-three cents (1,147,380.53) (the "Principal Amount") for the purpose of acquiring the Equipment (Velocity Pumper EM793) generally described on Lease Schedule "A-1" to the Lease Purchase Agreement is appropriate and necessary to the functions and operations of the Lessee; and

EXHIBIT "D"

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee:

Section 1: That the Superstition Fire & Medical District is hereby authorized to acquire the above-referenced Equipment for the total purchase price of \$1,147,380.53, and that the Superstition Fire & Medical District enter into that certain Lease Purchase Order with the Lessor dated July 10, 2024, and any associated documents and Addendum related thereto, for the purpose of procuring the Equipment described therein and the Governing Board hereby declares that the needed funds have been appropriated for the current fiscal year, as determined by the Agreement and payment schedule thereof;

Section 2: That the Board Chairperson and the Board Clerk (“Authorized Representatives”), and the Fire Chief, acting on behalf of the Lessee are hereby authorized to negotiate, enter into, execute, and deliver the Lease Purchase Agreement, the Addendum thereto, and related documents in substantially the form set forth in the documents presently before the Governing Body, (collectively, the Lease Purchase Documents), which documents are available for public inspection at the office of the Lessee. The Authorized Representatives acting on behalf of the Lessee are hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease Purchase Agreement as the Authorized Representatives deem necessary and appropriate. All other related contracts and agreements necessary and incidental to the Lease Purchase Agreement are hereby authorized;

Section 3: By a written instrument signed by the Authorized Representatives, said Authorized Representatives may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Lease Purchase Agreement on behalf of the Lessee;

Section 4: The principal amount of the Lease Purchase Agreement shall bear interest as set forth in the Lease Purchase Agreement and the same shall contain such options to purchase by the Lessee as set forth therein;

Section 5: The Lessee's obligations under the Lease Purchase Agreement shall be subject to annual appropriation or renewal by the Governing Body as set forth in the Lease Purchase Agreement and the Lessee's obligations under the Lease Purchase Agreement shall not constitute a general obligation of the Lessee or indebtedness under the Constitution or laws of the State of Arizona;

Section 6: That the Lease Purchase Agreement is designated by the Lessee as “qualified tax-exempt obligation” for the purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended; and

Section 7: This Resolution shall take effect immediately upon its adoption and approval.

Adopted and Approved on this ____ day of August, 2024.

By: _____
Board Chairperson

ATTEST:

Board Clerk

ADDENDUM TO LEASE PURCHASE AGREEMENT

Preamble

THIS ADDENDUM is made this _____ day of _____, 2024, to that certain Lease Purchase Order dated July 10, 2024 in furtherance of that certain Master Lease Purchase Agreement dated May 27, 2022, and certain Addendums thereto, by and between PNC Bank (the “Lessor”), and the Superstition Fire and Medical District (“SFMD”) (the “Lessee”).

Recitals

WHEREAS, Lessee has executed the above-referenced Agreement and supporting documentation in order to provide for the acquisition and financing of a 2025 Pierce Velocity Pumper with Equipment, as more fully described in Exhibit “A-1” to the Lease Schedule to the Lease Purchase Agreement, attached thereto (the “Equipment”); and

WHEREAS, the parties wish to modify certain terms and provisions of that Agreement dated July 10, 2024.

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

Covenants

1. The following Sections shall be added as Paragraph 32 (Miscellaneous):

Section 32.2 Lessor Certification Anti-Israeli Boycott Provision. To the extent applicable, the Lessor 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 Lessor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Lessor (if any) are currently engaged in a boycott of Israel. The Lessor further and additionally agrees that for the duration of this Agreement, neither Lessor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates with the Lessor (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 nationality, nationals 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.

Section 32.3 Lessor Certification Forced Labor of Ethnic Uyghurs. To the extent applicable, the undersigned Lessor hereby certifies that is 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 Lessor becomes aware during the term of the contract that it is not in compliance with this certification, Lessor shall notify TMFMD within five days of becoming aware of the noncompliance. If Lessor 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.

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.

DATED this _____ day of _____, 2024.

PNC Bank., as Lessor

By:

Authorized Officer

**SUPERSTITION FIRE AND MEDICAL DISTRICT,
as Lessee**

By:

Title: _____

CERTIFICATE OF AUTHORITY

The below signed, being the duly authorized agents and representatives of the Superstition Fire & Medical District, a political subdivision of the State of Arizona, (the “Lessee”) do hereby certify:

1. That the signature of the officials of the Lessee which appear on the Master Lease Purchase Agreement, dated May 27, 2022, and the related Lease Purchase Order dated July 10, 2024, by and between PNC Bank, “Lessor,” and the Lessee, the Addendum, the Board Resolution, and related documents (collectively, the “Lease Purchase Agreement”) have been duly authorized and are true and genuine; that I know said officials and know him/her to hold the office set forth below his/her name, as the case may be.

2. That all due diligence, good faith, and legal requirements have been met and procedures followed for the acquisition of the leased equipment and the proper award to the Lessor of the Lease Purchase Agreement, including substantial efforts made toward procuring the best possible price and terms for the equipment being acquired and financing sought, that the equipment being acquired with the finance proceeds has been identified, the amount of funding needed for the refunding of said certain equipment established, and that the District is only seeking funding sufficient to pay for said acquisition, together with costs associated with closing.

3. That the representations and warranties made by the Lessee in the Lease Purchase Agreement are true.

4. That the Lessee did, pursuant to the applicable open meeting laws, adopt a budget for the current fiscal year which includes sufficient appropriated funds to meet its financial obligations under the Lease Purchase Agreement and related documents.

5. That the Superstition Fire and Medical District (previously known as the Apache Junction Fire District) was properly formed in 1955, and remains in good standing, and has the authority to acquire the leased equipment and enter into the Lease Purchase Agreement.

6. There is no litigation, action, suit or proceeding pending in any court, administrative agency, arbiter or governmental body which in any way challenges the existence of the Superstition Fire & Medical District, or its authority to enter into the Lease Purchase Agreement.

7. That the form of Lease Purchase Agreement, Addendum, Resolution and all related documents thereto were approved by formal action of the Fire Board, in public session, after having been duly posted and noticed, consistent with state law and the open meeting requirements in force at that time.

8. That all necessary bidding requirements, postings, notices, inquiries and actions have been taken in conjunction with the acquisition of the subject funds and leased equipment.

EXHIBIT “A”

9. That all persons voting on the approval of the financing referenced above and executing the Lease Purchase Agreement in furtherance thereof, had full authority to do so.

DATED this _____ day of August 2024

SUPERSTITION FIRE & MEDICAL DISTRICT

By _____
Board Chairperson

ATTEST:

By _____
Board Clerk

Master Lease-Purchase Agreement
Between
Superstition Fire and Medical District and
PNC Bank, National Association

Document Index

- Master Lease-Purchase Agreement** – On file
- AZ State Specific Addendums** – Sign and title
- Lease Schedule with Schedule A-1** – Sign and title
- Vehicle Schedule Addendum** – Sign and title
- Resolution** – The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents. The signature of Secretary/Clerk of Municipality is required. **Note** – the Resolution should be dated prior to the date of the documents.
- Certificate of Incumbency** – List your authorized signor(s) and title(s); have Secretary/Clerk or appropriate trustee attest to the information and signature(s) provided by signing and printing his/her name, title and date. The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents. **The person who validates the signatures should not sign the lease documents.**
- Opinion of Counsel Letter** – Enclosed is a template. Please ask your attorney to prepare on his/her letterhead and include all the items in the template. An inked signature is required.
- Four-Party Agreement** – Sign and title.
- Delivery & Acceptance Certificate** – **At point of delivery**, sign/date and return to Gianna.OLone@pnc.com.
- Insurance Request Form** – Fill in your insurer's information and sign/title. **Prior to delivery**, please obtain a certificate of insurance and forward to Gianna.OLone@pnc.com.
- IRS FORM 8038-G** – Sign, date, and title
- Information Request** - Billing requirements and contact information.
- Titled Vehicle Guidelines** – The terms of your contract specify that the Lessor be listed as the lienholder and hold the original title during the term of the lease. Please refer to this document to guide you through the transfer of title and vehicle registration process.

MASTER LEASE – PURCHASE AGREEMENT

Dated as of May 27, 2022

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between PNC Bank, National Association ("Lessor") and the Lessee identified below ("Lessee").

LESSEE: Superstition Fire and Medical District

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means each Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LEASE TERM.** The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Schedule A-1 attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Schedule A-1. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee.

Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Schedule A-1; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Schedule A-1 so long as funds are appropriated in each fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. **NO WARRANTY BY LESSOR. The Equipment is sold "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES,**

WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS MASTER LEASE – LEASE PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturers or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under its Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. PERSONAL PROPERTY. All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION. Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Amount Financed as set forth on the Schedule A-1 does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each

insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. PURCHASE OPTION. Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS. Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

(d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a

covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or

under any other financing agreement executed at any time with Lessor.

20. REMEDIES. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule A-1;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessors notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the state of the lessee (The "State").

23. NOTICES. All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY. Within thirty (30) days of their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee. To the extent permitted by law, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Master Lease or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment, to sign Lessee's name with the same force and effect as if signed by Lessee, and to file same at the proper location(s); and make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.

Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

26. USA PATRIOT ACT NOTICE.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

27. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

28. EXECUTION IN COUNTERPARTS. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original" and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked "Lessor's Original."

29. ENTIRE AGREEMENT; WRITTEN AMENDMENTS. Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

30. HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.

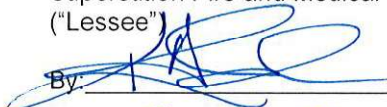
(a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

(b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

(c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

31. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

Superstition Fire and Medical District
("Lessee")

By:  _____

Title: Board Chairperson

565 N. Idaho Road
Apache Junction, AZ 85119

PNC Bank, National Association
("Lessor")

By: Rick Lawrence Digitally signed by Rick Lawrence
Date: 2022.06.01 08:38:35 -04'00' _____

Title Loan Support Analyst

155 East Broad Street, B4-B230-05-7
Columbus, OH 43215

MASTER LEASE-PURCHASE ADDENDUM
(For Government Lessee in the State of Arizona)

Dated as of August 23, 2024

Master Lease-Purchase Agreement Dated May 27, 2022

Lessee: Superstition Fire and Medical District

Reference is made to the above Master Lease-Purchase Agreement ("Master Lease") by and between PNC Bank, National Association ("Lessor") and the above lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Master Lease and is hereby made a part of the Master Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of Leases, Lessor and Lessee hereby agree to amend the Master Lease as follows:

1. **RIGHT TO CANCEL A LEASE SCHEDULE UNDER A.R.S. SECTION 38-511.** Lessor acknowledges that, to the extent provided by A.R.S. section 38-511, Lessee may within three years after its execution of a Lease Schedule cancel such Lease Schedule without penalty or further obligation of Lessee if any person significantly involved in initiating, negotiating, securing, drafting or creating such Lease Schedule on behalf of Lessee is at any time while such Lease Schedule or any extension thereof is in effect an employee or agent of Lessor in any capacity or a consultant to Lessor with respect to the subject matter of such Lease Schedule.

2. **NO OTHER AMENDMENTS.** Except as expressly amended by this Addendum and other modifications signed by Lessor, the Master Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

Superstition Fire and Medical District
(Lessee)

PNC Bank, National Association
(Lessor)

By: _____

By: _____

Title: _____

Title: _____

LEASE SCHEDULE NO. 1192685-2Dated as of August 23, 2024

This Lease Schedule (this "Schedule") is attached and made a part of the Master Lease-Purchase Agreement referenced below, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

Master Lease-Purchase Agreement dated May 27, 2022

1. **EQUIPMENT DESCRIPTION.** As used in the Lease, "Equipment" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

2. **RENTAL PAYMENTS; LEASE TERM.** The Rental Payments to be paid by the Lessee to Lessor, the commencement date thereof and the lease term of this Lease Schedule are set forth on the Schedule A-1 attached to this Lease Schedule.

3. **ESSENTIAL USE; CURRENT INTENT OF LESSEE.** Lessee represents that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.

4. **ACCEPTANCE OF EQUIPMENT. AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (A) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.**

5. **BANK QUALIFIED. LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.**

6. **RE-AFFIRMATION OF THE MASTER LEASE-PURCHASE AGREEMENT.** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease Purchase Agreement (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Section 6.1 and 16 thereof).

Superstition Fire and Medical District
("Lessee")

PNC Bank, National Association
("Lessor")

By: _____

By: _____

Title: _____

Title: _____

Schedule A-1

1. EQUIPMENT LOCATION & DESCRIPTION:

Superstition Fire and Medical District

1455 E. 18th Ave

Apache Junction, AZ 85119

Pinal County

New Pierce Velocity Pumper

VIN #TBD

2. LEASE PAYMENT SCHEDULE.

(a) Accrual Date: August 23, 2024

(b) Amount Financed:

i.	Equipment Purchase Price	<u>\$1,211,233.00</u>
ii.	Purchase Price Deduction	<u>\$0.00</u>
	Prepay Discounts	<u>\$151,825.00</u>
	Trade In	<u>\$0.00</u>
	Sales Tax	<u>\$87,972.53</u>
iii.	Total Amount Financed (Cash Sale Price minus Purchase Price Deductions)	<u>\$1,147,380.53</u>

(c) Payment Schedule:

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value
1	08/23/2025	195,139.91	52,320.55	142,819.36	no call
2	08/23/2026	195,139.91	45,807.99	149,331.92	no call
3	08/23/2027	195,139.91	38,998.45	156,141.46	720,060.42
4	08/23/2028	195,139.91	31,878.40	163,261.51	551,901.07
5	08/23/2029	195,139.91	24,433.68	170,706.23	376,073.65
6	08/23/2030	195,139.91	16,649.47	178,490.44	192,228.50
7	08/23/2031	195,139.91	8,510.30	186,629.61	1.00

Superstition Fire and Medical District
("Lessee")

PNC Bank, National Association
("Lessor")

By: _____

By: _____

Title: _____

Title: _____

VEHICLE SCHEDULE ADDENDUM

Dated as of August 23, 2024

Lease Schedule No. 1192685-2 Dated August 23, 2024

Lessee: Superstition Fire and Medical District

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease") by and between PNC Bank, National Association ("Lessor") and the above Lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule to the extent permitted by law,

(a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

(b) the public liability and property damage insurance required by the terms of the paragraph titled "Insurance in the Master Lease shall be in an amount not less than \$1,000,000.00 per person insured and \$2,000,000.00 combined single limit per unit per occurrence (provided, that if the unit of Equipment is a bus or other passenger vehicle, then such insurance amount shall be such larger amount as may be reasonably required by Lessor) and \$1,000,000.00 for damage to property of others;

(c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

(d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lien holder and Lessee as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

Superstition Fire and Medical District
("Lessee")

PNC Bank, National Association
("Lessor")

By: _____

By: _____

Title: _____

Title: _____

RESOLUTION

Municipality/Lessee: Superstition Fire and Medical District

Principal Amount Expected To Be Financed: \$1,147,380.53

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

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

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

WHEREAS, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases.

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

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

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

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

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

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

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

ADOPTED AND APPROVED on this _____, 20____.

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

LESSEE: Superstition Fire and Medical District

Signature of Secretary/Clerk of Municipality

[SEAL]

Print Name: _____

Official Title: _____

Date: _____

CERTIFICATE OF INCUMBENCY

Lessee: Superstition Fire and Medical District

Lease Schedule No.: 1192685-2

Dated: August 23, 2024

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Name	Title	Signature
------	-------	-----------

Name	Title	Signature
------	-------	-----------

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

[SEAL]

Signature of Secretary/Clerk of Lessee

Print Name: _____

Official Title: _____

Date: _____

FORM OF OPINION OF COUNSEL

(To Be Typed on Attorney's Letterhead)

Date: August 23, 2024

Lessee: Superstition Fire and Medical District

Lessor: PNC Bank, National Association

Re: Lease Schedule No. 1192685-2 dated August 23, 2024, together with its Master Lease-Purchase Agreement dated May 27, 2022, by and between the above-named Lessee and the above-named Lessor

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Schedule, the Master Lease-Purchase Agreement and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of Arizona (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved, and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).
5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.
6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Attorney

FOUR PARTY AGREEMENT

Dated as of August 23, 2024

Lessee means Superstition Fire and Medical District

"Lease Schedule" means Lease Schedule No. 1192685-2 dated August 23, 2024, together with its Schedule A-1.

"Pierce" means Pierce Manufacturing Inc., the manufacturer of the Equipment.

"Supplier" means: Hughes Fire Equipment Inc.

Reference is made to the Lease Schedule ("Lease Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in said Lease Schedule, described above between PNC Bank, National Association ("Lessor") and the Lessee identified above which relates to Equipment described in Schedule A-1 to the Lease Schedule ("Equipment") to be manufactured by Pierce and supplied by Supplier, an authorized dealer of Pierce fire equipment. For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor, Pierce and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease Schedule, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease Schedule. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

Purchase Price:	<u>\$1,211,233.00</u>
Vendor Discounts:	<u>\$151,825.00</u>
Sales Tax:	<u>\$87,972.53</u>
Advance Payment Date:	<u>August 23, 2024</u>

3. Upon execution of the Lease Schedule and delivery of all documents required by Lessor, Lessee agrees that it shall pay the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the "Amount Financed") stated below. Lessee agrees that the Lease Term and Lessee's obligation to pay Rent Payments shall commence on the date set forth in the Lease Schedule notwithstanding the delivery of the Equipment at a later date.

Lessee Down Payment:	<u>\$0.00</u>
Trade In:	<u>\$0.00</u>
Amount Financed:	<u>\$1,147,380.53</u>

4. a) Supplier anticipates that it shall deliver the Equipment to Lessee by the **Anticipated Delivery Date** set forth below.

Anticipated Delivery Date: August 31, 2028

b) Supplier anticipates that it shall deliver the Equipment to Lessee no later than the **Outside Delivery Date** set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

Outside Delivery Date: October 31, 2028

5. If for any reason whatsoever Supplier fails to deliver the Equipment to Lessee as set forth in **Subparagraph 4(b)** of this Agreement by the Outside Delivery Date for any piece of Equipment (the

"Delayed Equipment"), and the Lessee has not agreed to revise the Outside Delivery Date with respect to such Delayed Equipment, then Pierce hereby agrees as follows only for the Delayed Equipment:

a) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessee the Lessee Down Payment for the Delayed Equipment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;

b) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessor for the Delayed Equipment the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and

c) "Prime Rate" means the prime rate of interest as published from time to time in the Wall Street Journal.

If there is more than one piece of Equipment subject to the Lease, and some of the Equipment is delivered in accordance with Subparagraph 4(b) of this Agreement, the payments owed pursuant to the Lease shall be modified to reflect only the obligations due on the Equipment that was delivered pursuant to Subparagraph 4(b). The new payment obligation will be determined based on the amount financed for the Equipment delivered to the Lessee, and based on the interest rate in effect as of the date of Lease commencement.

6. If Pierce makes the payments described in **Paragraph 5** for the Delayed Equipment under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease Schedule as of such payment date for the Delayed Equipment, then Lessee and Lessor agree that the Lease Schedule shall terminate as of the date of such payments by Pierce as to the Delayed Equipment only. Lessee's obligations shall continue unabated for the Equipment that was delivered pursuant to subparagraph 4(b). Pierce expressly agrees that the Lease Schedule identified herein shall be a "Lease" as such term is used in the Program Agreement, as amended, between Pierce and Lessor.

7. Supplier agrees that a performance bond (the "Performance Bond") will be issued which names Supplier as Principal, the Lessee as Obligee and the Lessor as Additional Obligee. The Performance Bond will apply solely to the terms and conditions of the purchase order/purchase agreement, including related equipment specifications and warranties, as issued by the Lessee and accepted by Pierce. The "Contract Date" referred to in the Performance Bond shall be the date of this Agreement.

8. Except as expressly set forth herein, the Lease Schedule and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below execute this Agreement as of the date first written above.

Superstition Fire and Medical District
("Lessee")

By: _____

Title: _____

PNC Bank, National Association
("Lessor")

By: _____

Title: _____

Pierce Manufacturing Inc.
("Pierce")

By: _____

Title: _____

Hughes Fire Equipment Inc.
("Supplier")

By: _____

Title: _____

DELIVERY & ACCEPTANCE CERTIFICATE

Lease Schedule No. 1192685-2

Reference is made to the above Lease Schedule ("Schedule"), which has been executed and delivered by the undersigned Lessee ("Lessee") and PNC Bank, National Association ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease-Purchase Agreement and the Lease Schedule shall have the same meaning when used herein; provided, that "Equipment" shall mean the Equipment described in the Schedule A-1 and in any attachment or exhibit to this Certificate.

Notwithstanding anything to the contrary, expressed or implied, in the Lease Schedule or its Schedule A-1, Lessee agrees as follows:

1. ACCEPTANCE OF EQUIPMENT. As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected all Equipment; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) Lessee waives any right to revoke such acceptance.

ACCEPTANCE DATE: _____

2. RENT PAYMENTS. Lessee hereby agrees that Lessee will pay the Rent Payments for the Equipment in the amounts and on the dates specified in Schedule A-1 to the Lease Schedule.

Superstition Fire and Medical District
("Lessee")

By: _____

Title: _____

INSURANCE COVERAGE DISCLOSURE

PNC Bank, National Association, LESSOR

Superstition Fire and Medical District, LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

to issue: (check to indicate coverage)

a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance naming PNC Bank, National Association and/or its assigns as Lender Loss Payee.

Coverage Required: Termination Value Specified

b. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Bank, National Association and/or its assigns as an Additional Insured.

Minimum Coverage Required:

- \$1,000,000.00 per occurrence
- \$2,000,000.00 aggregate bodily injury liability
- \$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNC Bank, National Association, Attn: Insurance Dept, 995 Dalton Ave., Cincinnati, OH 45203, prior to the time that the property is delivered to Lessee.

OR

2. Pursuant to the Master Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)

- a. All risk, physical damage in the amount specified in 1(a) above.
- b. Public liability for not less than the amounts specified in 1(b) above.

Lessee has attached a signed letter describing self-insurance.

LESSEE: Superstition Fire and Medical District

By: _____ Title: _____

INSURANCE INFORMATION

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNC Bank, National Association must be named Lender Loss Payee and Additional Insured
- 30 Days' Notice of Cancellation
- Not Less than \$2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

PNC Bank, National Association, its successors and/or all assigns
Attn: Insurance Dept
995 Dalton Ave.
Cincinnati, OH 45203

Please send a copy of certificate to Gianna O'Lone at Gianna.OLone@pnc.com.

The original should be mailed to the same at:

PNC Bank, National Association
Attn: Insurance Dept
995 Dalton Ave.
Cincinnati, OH 45203

Please call Gianna O'Lone at 513-455-2343, if you have any questions.

PNC Bank, National Association INFORMATION REQUEST

LESSEE NAME: Superstition Fire and Medical District

FEDERAL TAX I.D. # _____

BILLING ADDRESS:

Billing Contact

Street Address or Post Office Box

City, State and Zip

Phone Number

Fax Number

Email Address

PHYSICAL ADDRESS (IF DIFFERENT):

Street Address or Post Office Box

City, State and Zip

Require Board Approval for Payments? _____ Yes _____ No

Board Meeting Date? _____

Require signed vouchers for payments? _____ Yes _____ No

We typically mail our invoices 30 days in advance. Taking into account a seven-day mail period, do you foresee any problem that would prevent the payment from being received on or before the due date?

_____ Yes _____ No

Please list any special instructions below:



August 23, 2024

Superstition Fire and Medical District
565 N Idaho Road
Apache Junction, AZ 85119
Attention: Richard Mooney

RE: Master Lease-Purchase Agreement dated May 27, 2022, ("Agreement"), Sequence No. 1192685-2 ("Lease") by and between Superstition Fire and Medical District ("Lessee") and PNC Bank, National Association ("Lender").

Dear Richard:

Thank you for choosing **PNC Bank, National Association** for your financing needs. Please refer to the second page, to guide you through the transfer of title and vehicle registration process.

As the Lessee, it is your responsibility that all titled equipment show evidence of Lender, as first and only lienholder on the title, per the contract terms. As Lender, PNC Bank, National Association agrees to give the Borrower 45 days, from the vehicle delivery date to have the titles processed with the respective titling agency with Lender, as ***first and only lienholder***.

We appreciate your business and are available to help you navigate the process. If you have any questions, you may call **855-531-1727** or email your questions to: PNCEFCollateral@pnc.com.

Very truly yours,

PNC Bank, National Association

Gianna O'Lone
Commercial Transaction Coordinator

YOUR NEXT STEP

CUSTOMER'S RESPONSIBILITY TO TITLE AND REGISTER FINANCED EQUIPMENT TO SECURE LOAN

FOR OUR LESSEES/BORROWERS

If the Lessee/Borrower is completing title work and/or registration:

- The vendor or prior vehicle owner will provide you with a completed MSO/MCO or Title and Title Application. The Lessee/Borrower is responsible for all additional costs/fees associated with titling and registration. Such payments are not built in to your Lease/Loan.

FOR VENDORS OR PRIOR VEHICLE OWNERS

Proof of Origination/Ownership

- Please provide PNC Bank, National Association with a copy of the FRONT side of the MSO/MCO or Current Title and Title Application.

If the Vendor or Prior Owner is completing title work and/or registration:

- PNC Bank, National Association must receive a copy of the Title Application and reverse side of the Title/MSO/MCO showing Lessee/Borrower as Owner and PNC Bank, National Association as Lienholder prior to releasing funds.

TITLE INFORMATION

New title listing **PNC Bank, National Association** should appear as follows (unless otherwise stated in your Lease/Loan agreement):

- **Owner: Lessee/Borrower**
- **Lienholder: "PNC Bank, National Association"**

Original Titles/MSO/MCO

- All Original Titles (or Lien Statements, when applicable) listing Lessee/Borrower as Owner and **PNC Bank, National Association** as Lienholder must be mailed to **PNC Bank, National Association** within 45 days of registration. **PNC Bank, National Association** will retain all titles subject to the terms of the Lease/Loan. An exception to this would be if your contract states that **PNC Bank, National Association** be named as the "Owner" of the titled equipment, i.e., TRAC lease.

Mail Title/MSO/MCO(s) to the following address:

- PNC Bank, National Association
995 Dalton Avenue
Cincinnati, OH 45203
Attn: Collateral Department
- For questions, please call our Client Care Department at **855-531-1727** or email PNCEFCollateral@pnc.com



July 10, 2024

Superstition Fire & Medical District, AZ
One (1) Velocity Pumper EM793
Build Location: Appleton, WI

Proposal Price	\$1,211,233.00	
Arizona State Sales Tax @ 5.60%		67,829.05
Phoenix Sales Tax @ 2.70%		32,703.29
PHX Transportation Plan Tax @ 0.3% of \$13,866.00		41.66
Total Bid Price Including Sales Tax		\$1,311,807.00
Less chassis progress payment discount	(19,052.00)	
Less payment upon completion @ factory discount	(12,152.00)	
Less 100% pre-payment discount	(120,621.00)	
Subtotal including all pre-pay discounts	\$1,059,408.00	
Arizona State Sales Tax @ 5.60%		59,326.85
Phoenix Sales Tax @ 2.70%		28,604.02
PHX Transportation Plan Tax @ 0.3% of \$13,866.00		41.66
Total Bid Price Including Pre-Pay Discounts & Sales Tax		\$1,147,380.53

Terms:

Price Expiration: The above pricing is valid until July 26, 2024.

Future Changes: Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and in any such event any resulting cost increases incurred to comply will be added to the Purchase Price to be paid by the Customer and documented on a Change Order.

Component Price Volatility: Company shall not be responsible for any unforeseen price increase enacted by the suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of contract or purchase order. Any price increase major components of the product will be passed through to the Customer and will be documented on a Change Order.

Delivery: Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 44.5 to 49.5 months after contract execution or purchase order. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

- i. Chassis Progress Payment Discount:** The chassis progress payment in the amount of **\$635,058.00** will be due **three (3)** months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date. If payment is not made when due the discount total will be added back to the final invoice.
- ii. Payment Upon Completion at Factory Discount:** If elected final payment is due prior to apparatus leaving the factory for delivery. If payment is not processed upon receipt of invoice the discount total will be required in addition to the invoice amount.
- iii. 100% Pre-Payment Discount:** If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

c. Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

Change Orders: Changes processed after order placement will be processed per the following structure; deductions will be based on the option price at time of order placement, additions will be based on current pricing levels at time of change request.

Consortium Purchase: The proposal is based on the apparatus being purchased through Sourcewell utilizing Contract No. 113021-OKC-1 valid until 2/10/2026. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **\$3,678.00** may be deducted from the purchase price. All purchase orders must include the following verbiage if a performance bond is elected, **"Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible."**

Transportation: Transportation of the apparatus to be driven from the factory to the customers location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional Transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **\$5,500.00** may be deducted from the purchase price. if this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: **Two (2)** factory inspection trips for **two (2)** customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip **\$2,400.00** per traveler (per trip) will be deducted from the final invoice.

Acceptance of Proposal:

- a. If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature.
- b. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance.
 - i. Purchase orders must be addressed to Hughes Fire Equipment, Inc., 910 Shelley Street, Springfield, Oregon 97477.
 - ii. Purchase order must reference **"One (1) Velocity Pumper EM793 dated 07/10/2024."**
 - iii. Purchase order must include the following verbiage if a performance bond is elected, **"Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible."**
 - iv. Purchased order should reference, **"Purchased utilizing Sourcewell Contract No. 113021-OKC-1."**
 - v. Purchase orders must be signed and dated by authorized personnel.

By signing below you agree to purchase the above apparatus.

Customer Signature: _____

Date: _____

PO # (if applicable): _____

Proudly serving you, while you serve your communities since 1987



FINANCIAL SOLUTIONS



Tax Exempt Lease Purchase

7/31/2024

SALES ORGANIZATION:	Hughes - Ed	
LESSEE:	Superstition Fire & Medical District, AZ	Contact information:
TYPE OF EQUIPMENT:	One (1) Pierce Velocity Pumper EM793	Kim Simon
EQUIPMENT COST:	\$1,147,380.53	Locator: B4-B230-06-07
CUSTOMER DOWNPAYMENT:	\$0.00	155 East Broad St
TRADE-IN:	\$0.00	Columbus, OH 43215
DELIVERY TIME:	Per Contract	Ph: 614-670-3994
PAYMENT MODE:	Annual In Arrears	Fax (866) 852-3101
FIRST PAYMENT DUE DATE:	1 year after lease commencement	Kim.simon@pnc.com
LEASE COMMENCEMENT DATE:	Upon contract signing with Pierce	

Term	7 years
Number of Payments	7 Annual
Payment Amount	\$195,139.91
Interest rate:	4.56%

NOTE: All lease documents must be fully executed within 7 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts.

PERFORMANCE BOND: To utilize the prepay program, a performance bond is required. Said performance bond shall be paid for directly to Pierce Manufacturing or financed by PNC Equipment Finance as part of the transaction

ESCROW FUNDING OPTION: At lease closing, if all of the equipment has not yet been delivered, Lessor will fund an escrow account from which disbursements will be made to the equipment provider(s) upon receipt of a Requisition Request and Certificate of Acceptance from Lessee. Escrow agent will either be Lessor or third-party provider selected by Lessor and approved by Lessee. All escrow earnings will be for the benefit of Lessee. The escrow agent will assess a \$250.00 account set up fee payable at closing.

TYPE OF FINANCING: Tax-exempt Lease Purchase Agreement with a \$1.00 buy out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

BANK QUALIFICATION: This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the lessee, with PNC Equipment Finance perfecting a first security interest

AUTHORIZED SIGNORS: The lessee's governing board shall provide PNC Equipment Finance with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION: The lessee's counsel shall furnish PNC Equipment Finance with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to PNC Equipment Finance.

VOLUNTEER FIRE DEPARTMENTS: If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 10 to 14 days in advance of the public hearing.

This proposal will be valid for **Seven Days (7)** from the above date and is subject to final credit approval by PNC Equipment Finance and approval of the lease documents in PNC Equipment Finance's sole discretion. To render a credit decision, lessee shall provide PNC Equipment Finance with their most recent three years' audited financial statements, copy of their most recent interim financial statement, and current budget.

Accepted by: _____ Proposal submitted by Kim Simon

PURCHASE ORDER
192 v4
07/24/2024



Vendor
Hughes Fire Equipment, Inc.
910 Shelley Street
Springfield, Oregon 97477

Ship To
Fleet Services Annex
1455 E. 18th Ave
Apache Junction, AZ 85119
United States

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

Delivery Date
07/31/2026

#	Item & Description	G/L Account	Custom Fields	Qty	U/M	Rate	Amount
1	7234020 Capital Outlay:20 Apparatus Equipment	20 Apparatus Equipment Account # 7234020	Department 200-Cap Projects Fund Budget Manager Jennifer Burke Item Description One Velocity Pumper EM793 dated 07/10/2024	1	EA	\$1,147,380.53 0.53	\$1,147,380.53

Total: \$1,147,380.53

Notes

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Purchased utilizing Sourcewell Contract No. 113021-OKC-1.

Richard E. [Signature]
Asst Chief Support Services

[Signature]
FIRE CHIEF

PNC Bank, National Association INFORMATION REQUEST

LESSEE NAME: Superstition Fire and Medical District

FEDERAL TAX I.D. # 86-0311208

BILLING ADDRESS:

John Whitney, Fire Chief

Billing Contact

565 N. Idaho Rd.

Street Address or Post Office Box

Apache Junction, AZ 85119

City, State and Zip

480-982-4440 Ext 121 480-982-0183

Phone Number

Fax Number

john.whitney@sfmd.az.gov

Email Address

PHYSICAL ADDRESS (IF DIFFERENT):

Street Address or Post Office Box

City, State and Zip

Require Board Approval for Payments? Yes No

Board Meeting Date? 3rd Wednesday of each month

Require signed vouchers for payments? Yes No

We typically mail our invoices 30 days in advance. Taking into account a seven-day mail period, do you foresee any problem that would prevent the payment from being received on or before the due date?

Yes No

Please list any special instructions below: SFMD requests invoices 60 days in advance.

ORIGIN ID:BTTPA (412) 762-2000
GIANNA OLONE
PNC BANK
CONTACT FOR SHIPPING ADDRESS
99-9999-99-9
PITTSBURGH, PA 15222
UNITED STATES US

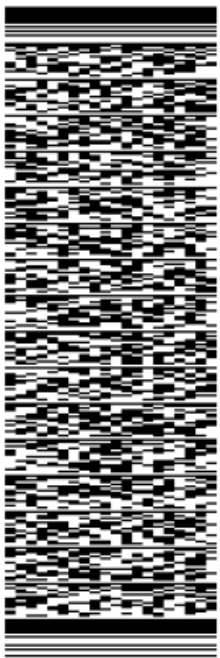
SHIP DATE: 09AUG24
ACTWTGT: 0.50 LB
CAD: 261005849NWSX13600
BILL SENDER

TO **POST CLOSE DEPT**
PNC EQUIPMENT FINANCE
995 DALTON AVE

583J6/A12D/9AE3

CINCINNATI OH 45203

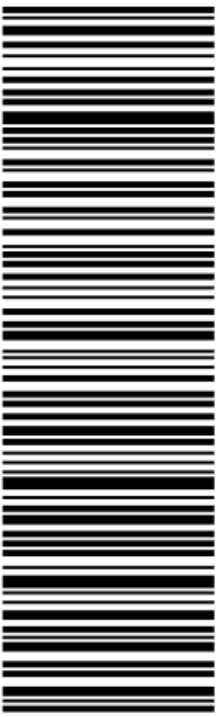
(513) 455-2343 REF: 000010012544
INV: DEPT:



J243024071301uv

TRK# 2781 1330 8417 MON - 12 AUG 5:00P
0201 STANDARD OVERNIGHT

XP CVGA 45203
OH-US CVG



Governing Board Meeting – August 21, 2024

Agenda Item: 6

Agenda Item Title

Discussion and possible approval of Resolution 2024-08-21-03: Call for Cancellation of Election

Submitted By

Fire Chief John Whitney

Board Secretary Sherry Mueller

Background/Discussion

This resolution is necessary to cancel the 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 terms of three existing incumbents of the Board of Directors will expire in December of 2024. All three incumbents have filed the appropriate paperwork with Pinal County Elections Department to continue serving on the Board of Directors for Superstition Fire & Medical District beginning in January 2025. There is no outside person(s) interested in serving on the Board of Directors for Superstition Fire & Medical District.

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

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Resolution 2024-08-21-12: Call for Cancellation of Election

Recommended Motion

“Motion to approve Resolution 2024-08-21-03: Call for Cancellation of Election”



Go To Item 7

Go to Agenda

RESOLUTION 2024-08-21-03
SUPERSTITION FIRE & MEDICAL DISTRICT
CALL FOR CANCELLATION OF ELECTION

**A FORMAL RESOLUTION OF THE GOVERNING BOARD OF THE SUPERSTITION
FIRE & MEDICAL DISTRICT CALLING FOR THE CANCELLATION OF THE
NOVEMBER 5, 2024 ELECTION FOR BOARD MEMBERS.**

WHEREAS, the Superstition Fire & Medical District is a duly organized fire district pursuant to A.R.S. § 48-803, located within Pinal County; and

WHEREAS, three board member positions will expire in December of 2024 and the Superstition Fire & Medical District, pursuant to Resolution 2024-04-17-05, called for election to be held on November 5, 2024, for the purpose of electing individuals for the three board member positions for four-year terms.

WHEREAS, pursuant to A.R.S. § 16-410(A) and A.R.S. § 48-802(D)(4), the Pinal County Board of Supervisors is permitted to cancel an election for board members where the total number of candidates is less than or equal to the number of board member positions to be filled and appoint the persons who filed nomination petitions to fill the board member positions.

WHEREAS, the following people have filed nomination petitions to fill the board member positions: (1) Jeff Cross, (2) Jason Moeller, and (3) Shawn Kurian.

WHEREAS, the number of people who have filed nomination petitions to fill the board member positions is less than or equal to the total number of positions to be filled.

NOW THEREFORE, BE IT RESOLVED, that the Governing Board of the Superstition Fire & Medical District requests that the Pinal County Board of Supervisors cancel the November 5, 2024 election for the District and appoint the following individuals: (1) Jeff Cross, (2) Jason Moeller, and (3) Shawn Kurian; and authorizing staff to notify the County of the same.

APPROVED AND ADOPTED this 21st day of August, 2024.

Kathleen Chamberlain, Board Chairperson

Connie Van Driel, Board Clerk

Agenda Item Title

Discussion and possible approval of Policies; 1008 Tuition Reimbursement, 1009 Reporting for Duty, 1010 Emergency Recall, 1012 Discriminatory Harassment, 309 Line of Duty Death and Serious Injury Investigations, 1036 Line of Duty Death, and 1037 Line of Duty Death and Serious Injury Notification.

Submitted By

John Whitney, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

Regular policy reviews are essential for maintaining a dynamic, compliant, and efficient organizational framework. Updating the listed policies is intended to adapt to organizational changes, ensure relevance and effectiveness, ensure legal compliance, and promote continuous improvement.

Financial Impact(s)/Budget Line Item

n/a

Enclosure(s)

Policy 1008: Tuition Reimbursement

Policy 1009: Reporting for Duty

Policy 1010: Emergency Recall

Policy 1012: Discriminatory Harassment

Policy 309: Line of Duty Death and Serious Injury Investigations

Policy: 1036: Line of Duty Death

Policy: 1037: Line of Duty Death and Serious Injury Notification

Recommended Motion

“Motion to approve Policies; 1008 Tuition Reimbursement, 1009 Reporting for Duty, 1010 Emergency Recall, 1012 Discriminatory Harassment, 309 Line of Duty Death and Serious Injury Investigations, 1036 Line of Duty Death and 1037 Line of Duty Death and Serious Injury Notification.”



Policy 1008 – Tuition Reimbursement

Last Revision: 02/15/2023

1. PURPOSE AND SCOPE

SFMD is dedicated to providing professional development opportunities for all employees. This program provides financial assistance for courses that are required to expand the employee's knowledge and improve overall job skills job-related requirements or complete a college degree program.

2. POLICY

All full-time employees are eligible for tuition reimbursement under the following guidelines:

1. Tuition will be reimbursed for the following types of training or education:
 - a. Coursework that is directly job-related or expands the employee's overall job skills.
 - b. Coursework that will allow the employee to become more promotable within the fire district.
 - c. Coursework required for a degree (Associate, Bachelor's, or Master's) in a curriculum program.
 - d. Coursework that provides a beneficial skill set for SFMD, as determined by the Fire Chief.
2. All tuition reimbursement is subject to budget availability and the discretion of the Fire Chief or designee. The Fire Chief or designee may prioritize approval of this program and limit tuition reimbursement funds to employees whose degree programs align with and closely support the district's mission and strategic initiatives. Employees on probation are eligible to apply but may be required to submit additional information for approval.
3. Tuition will be reimbursed only for schools for which accreditation has been awarded.
4. Tuition reimbursement is available only for letter-grade courses. Pass/fail courses are not reimbursable.

3. PRE-APPROVAL PROCESS

All courses must be submitted for pre-approval prior to the start of the course following the process below:

1. Prior to the start of the fiscal year, the HR Manager will send out an email inquiring about interest in tuition reimbursement. You **MUST** respond to this email to be eligible. Your response must include the following:
 - a. School you are/will be attending
 - b. Degree program you are working towards
 - c. All known courses that you will be requesting tuition reimbursement for

- d. Cost per credit hour
 - e. Number of credit hours
 - f. Total requested amount of tuition reimbursement
2. You will be notified by the HR Manager if the course(s) is/are not approved for reimbursement.
 3. Complete the Tuition Reimbursement – Pre-Approval – Step 1 HR Action in UKG Ready prior to the start of each course.
 4. After completion of each course, complete the Tuition Reimbursement – Upload Tuition Payment – Step 2 HR Action in UKG Ready.
 5. Any change to an approved original Request for Pre-Approval Form (for courses added or dropped) must be submitted within 30 days of the course start date using a new Tuition Reimbursement Pre-Approval – Step 1 HR Action.

4. REIMBURSEMENT PROCESS

Reimbursement of tuition fees will be administered under the following guidelines:

1. You MUST have responded to the email from the HR Manager in accordance with section 3.1. in this policy.
2. The Tuition Reimbursement - Pre-Approval – Step 1 HR Action was submitted in a timely fashion and approved by the Fire Chief, or designee, before the start of the course.
3. Upon course completion, the employee must upload the following documentation to UKG Ready within 45 days of the end date of the course:
 - a. Proof of paid tuition fees from the institution or college for the course(s) listed on the Tuition Reimbursement Pre-Approval form.
 - b. The final grade report for the course(s) listed on the Tuition Reimbursement Pre-Approval form.
4. Employees must receive a “C” grade or higher to be eligible for tuition reimbursement. Reimbursement will be paid according to the letter grade received in each course, as follows:
 - A – 100% reimbursement
 - B – 80% reimbursement
 - C – 70% reimbursement
5. The maximum tuition reimbursement per employee will be \$7,800 per fiscal year, with a total cap of \$46,800, which provides for a bachelor’s and master’s degree.
6. Normal academic expenses, such as administration fees, lab fees, books, recreation fees, etc., are not reimbursable. Only tuition fees paid by the employee are eligible for reimbursement.
7. Reimbursement amounts shall be reduced in the amount of financial assistance received from any outside source, such as grants or scholarships.

- a. Student loans and Veteran's Administration assistance are not considered financial assistance for purposes of reimbursement.
- b. Employees requesting reimbursement must notify the HR Manager, or designee, of any financial assistance received from outside sources, other than student loans or Veteran's Administration assistance.

5. REPAYMENT REQUIREMENT

Employees who voluntarily terminate employment or transfer to part-time status within 24 months from the date the tuition reimbursement check was issued shall be required to reimburse the fire district. Employees will be required to repay the paid amounts prorated at 1/24 per month. Retirement is considered a voluntary termination. Repayment of tuition will not be required for employees who are dismissed or resign in lieu of dismissal.

6. ADDITIONAL INFORMATION

The SFMD has the right to audit the employee's educational and financial records, which may be contained in the employee's records at the institution attended. Accepting tuition reimbursement waives any right that the employee may have pursuant to the Family Education Rights and Privacy Act of 1974 or any similar act.

There will be no exceptions to this policy regardless of the extenuating circumstances; therefore, there is no appeal procedure.

Policy 1009 – Reporting for Duty

1. PURPOSE AND SCOPE

This policy describes the district's expectations of its employees when reporting for duty to ensure that all members are fully capable of functioning in their capacity.

2. POLICY

It is the policy of this district to identify the expectations required of its members when reporting for duty in order to provide efficient and quality services to the community and to provide for the safety of its members.

3. PUNCTUALITY

All members should be punctual and be ready to perform their duties at the assigned time immediately.

4. RELIEF

Members are required to remain on duty until relieved. Upon entering the station, it is the member's responsibility to contact the member being relieved and receive a briefing.

Captains shall remain on duty until a change of crew unless they are relieved or otherwise directed by a Battalion Chief. Captains may not be absent from their place of assignment without the specific permission of a Battalion Chief.

5. READINESS FOR DUTY

Upon reporting for duty, all members should prepare themselves and their gear to be immediately available to respond to calls for service. This should include, but is not limited to, placing personal protective equipment (PPE) on the member's assigned apparatus.

6. PERSONAL APPEARANCE

All members should don the appropriate uniform prior to the start of their work assignments and be properly attired at all times when representing the District. Each member should wear the appropriate uniform or protective equipment that has been approved for the activity being performed.

7. CLEANLINESS

All members should keep their persons, uniforms, desks, district vehicles, beds, and lockers neat and clean. If a persistent problem is noticed, the member should be notified immediately.

8. INABILITY TO REPORT FOR DUTY

Members should notify their Captain at his/her duty assignment location as soon as practicable of any inability to report for duty at the time required. If members are unable to make contact with the Captain at the duty station, members should notify the duty Battalion Chief.

9. EMERGENCY RECALL

Upon receipt of an emergency recall, without delay, members should secure and/or stabilize their home and family and report for duty at the appropriate work location. Members shall recognize the potential for emergency recall and take measures in advance to properly prepare their families. Except when otherwise instructed, members should travel to their normal work assignment once they have received the notice of recall. Members shall not leave their duty assignments until properly relieved. Members shall follow the procedures detailed in the Emergency Recall Policy.

10. RELIEVED FROM DUTY FOR VIOLATIONS

Any Captain may relieve a member under his/her command from duty when, in the Captain's judgment, an alleged offense committed is sufficiently serious to warrant immediate action. A report of such action shall be immediately made to the appropriate Battalion Chief, followed by written charges and documentation in accordance with district procedures.

Policy 1010 – Emergency Recall

1. PURPOSE AND SCOPE

This policy establishes the Superstition Fire & Medical District's right to recall off-duty employees in the event of a large-scale or protracted emergency, natural disaster, or other unusual situation that depletes on-duty resources. It also establishes the procedures to be used to recall off-duty employees in accordance with state and federal laws and collective bargaining agreements.

1.1 DEFINITIONS

Definitions related to this policy include:

Automatic aid - Apparatus and firefighters who are dispatched automatically by contractual agreement between two fire departments, communities or fire districts.

Mutual aid - Apparatus and firefighters who are dispatched, upon request, by the responding fire department. Mutual aid is defined by a signed contractual agreement between the Superstition Fire & Medical District and neighboring jurisdictions.

2. POLICY

It is the policy of the Superstition Fire & Medical District to provide sufficient resources at the scene of an emergency to reasonably provide for the safety of the employees working at the scene, and to ensure adequate resources are available for additional emergency calls. In some instances, this may require the emergency recall of employees.

3. PROCEDURES

The Fire Chief or designee may initiate an emergency recall by utilizing distribution groups, or other means of communication with brief information regarding the emergency, where members are to report for duty and the names of personnel required to report.

3.1 TRIGGERING INCIDENTS

The types of incidents that may require the initiation of an emergency recall include, but are not limited to:

- One major incident affecting a localized or widespread area.
- Two or more incidents causing a high demand for resources at different locations.
- Numerous incidents causing a peak demand on the entire resource system.

- Any time designated by the Fire Chief or the authorized designee.

3.2 PUBLIC SAFETY, TRANSPORTATION, AND ADMINISTRATIVE PERSONNEL RESPONSIBILITIES

SFMD employees should reply to an emergency recall immediately or provide notification within 30 minutes with their status and estimated arrival time. If applicable, they should report for duty with their personal protective equipment.

3.3 EXCEPTIONS

Members may not refuse an emergency recall notice. Employees who receive an emergency recall notification and are under the influence of any impairment, such as medications or alcohol, should advise the caller of the impairment and should not report for duty.

Policy 1012 – Discriminatory Harassment

1. PURPOSE AND SCOPE

This policy is intended to prevent district members from being subjected to discrimination or sexual harassment. Nothing in this policy is intended to create a legal or employment right or duty that is not created by law.

2. POLICY

The Superstition Fire & Medical District is an equal-opportunity employer and is committed to creating and maintaining a work environment that is free of all forms of discriminatory harassment, including sexual harassment and retaliation. The district will not tolerate discrimination against a member in hiring, promotion, discharge, compensation, fringe benefits, and other privileges of employment. The district will take preventive and corrective action to address any behavior that violates this policy or the rights it is designed to protect.

The district's nondiscrimination policies may be more comprehensive than state or federal law. Conduct that violates this policy may not violate state or federal law but still could subject a member to discipline.

3. DISCRIMINATION PROHIBITED

3.1 DISCRIMINATION

The district prohibits all forms of discrimination, including any employment-related action by a member that adversely affects an applicant or member and is based on race, color, religion, sex, age, national origin or ancestry, genetic information, disability, military service, sexual orientation and other classifications protected by law (ARS § 41-1463).

Discriminatory harassment, including sexual harassment, is verbal or physical conduct that demeans or shows hostility or aversion toward an individual based upon that individual's protected class. It has the effect of interfering with an individual's work performance or creating a hostile or abusive work environment.

Conduct that may, under certain circumstances, constitute discriminatory harassment can include:

- Making derogatory comments, crude and offensive statements or remarks
- Making slurs or off-color jokes
- Stereotyping
- Engaging in threatening acts
- Making indecent gestures, pictures, cartoons, posters or material
- Making inappropriate physical contact

- Using written material, district equipment, and/or systems to transmit or receive offensive material, statements, or pictures.

Such conduct is contrary to district policy and a work environment that is free of discrimination.

3.2 RETALIATION

Retaliation is treating a person differently or engaging in acts of reprisal or intimidation against the person because he/she has engaged in protected activity, filed a charge of discrimination, participated in an investigation or opposed a discriminatory practice.

Retaliation will not be tolerated (see Policy 1045 - Anti-Retaliation).

3.3 SEXUAL HARASSMENT

The district prohibits all forms of discrimination and discriminatory harassment, including sexual harassment. It is unlawful to harass an applicant or a member because of that person's sex.

Sexual harassment includes but is not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature when:

1. Submission to such conduct is either explicitly or implicitly a term or condition of employment, position, or compensation.
2. Submission to, or rejection of, such conduct is used as the basis for any employment decisions affecting the member.
3. Such conduct substantially interferes with a member's work performance or creates an intimidating, hostile, or offensive work environment.

3.4 ADDITIONAL CONSIDERATIONS

Discrimination and discriminatory harassment do not include actions that are in accordance with established rules, principles, or standards, including:

1. Acts or omission of acts based solely upon bona fide occupational qualifications under the Equal Employment Opportunity Commission and the Arizona Civil Rights Act guidelines.
2. Bona fide requests or demands by a supervisor that a member improves his/her work quality or output, that the member report to the job site on time, that the member complies with District rules or regulations, or any other appropriate work-related communication between supervisor and member.

4. RESPONSIBILITIES

This policy applies to all district members who shall follow the intent of these guidelines in a manner that reflects district policy and the best interest of the Superstition Fire & Medical District and its mission.

Members are encouraged to promptly report any discriminatory, retaliatory, or harassing conduct or known violations of this policy to a supervisor. Any member who is not comfortable with reporting violations of this policy to his/her immediate supervisor may bypass the chain of command and make the report to a higher-ranking supervisor or manager. Complaints may also be filed with the HR Manager, Administrative Services Director, Fire Chief, or the Board of Directors.

Any member who believes, in good faith, that he/she has been discriminated against, harassed, subjected to retaliation, or who has observed harassment or discrimination is encouraged to promptly report such conduct in accordance with the procedures outlined in this policy.

Supervisors and managers receiving information regarding alleged violations of this policy shall determine whether the allegation has any basis and shall proceed with resolution as stated below.

4.1 QUESTIONS OR CLARIFICATION

Members with questions regarding discrimination or sexual harassment are encouraged to contact a supervisor, manager, HR Manager, Administrative Services Director, Fire Chief, or the Fire Board of Directors for further information, direction, or clarification.

4.2 SUPERVISOR'S RESPONSIBILITY

Each supervisor and manager shall:

1. Continually monitor the work environment and strive to ensure that it is free from all types of unlawful discrimination, including harassment or retaliation.
2. Take prompt, appropriate action within their work units to avoid and minimize the incidence of any form of discrimination, harassment, or retaliation.
3. Ensure that subordinates understand their responsibilities under this policy.
4. Ensure that members who make complaints or who oppose any unlawful employment practices are protected from retaliation and that such matters are kept confidential to the extent possible.
5. Notify the Fire Chief, Administrative Services Director, and HR Manager, in writing of the circumstances surrounding any reported allegations or observed acts of discrimination, harassment or retaliation no later than the next business day.

4.3 SUPERVISOR'S ROLE

Because of differences in individual values, supervisors and managers may find it difficult to recognize that their behavior or the behavior of others is discriminatory, harassing, or retaliatory. Supervisors and managers shall be aware of the following considerations:

1. The behavior of supervisors and managers should represent the district's values.
2. False or mistaken accusations of discrimination, harassment, or retaliation can negatively affect the careers of innocent members.
3. Supervisors and managers must act promptly and responsibly in resolving such situations.
4. Supervisors and managers shall make a timely determination regarding the substance of any allegation based upon all available facts.

Nothing in this section shall be construed to prevent supervisors or managers from discharging supervisory or management responsibilities, such as determining duty assignments, evaluating or counseling members, or issuing discipline in a manner that is consistent with established procedures.

5. INVESTIGATION OF COMPLAINTS

Various methods of resolution exist. During the pendency of any such investigation, the supervisor of the involved member or members should take prompt and reasonable steps to mitigate or eliminate any continuing abusive or hostile work environment. It is the policy of the Superstition Fire & Medical District that all complaints of discrimination, retaliation, or harassment be fully documented promptly and thoroughly investigated. The participating or opposing member should be protected against retaliation, and the complaint and related investigation should be kept confidential to the extent possible.

5.1 SUPERVISORY RESOLUTION

Members who believe they are experiencing discrimination, harassment or retaliation should be encouraged to inform the individual that his/her behavior is unwelcome, offensive, unprofessional or inappropriate. However, if the member feels uncomfortable or threatened or has difficulty expressing his/her concern, or if this does not resolve the concern, assistance should be sought from a supervisor or manager who ranks higher than the alleged transgressor.

5.2 FORMAL INVESTIGATION

A formal investigation will be conducted if the complaint cannot be satisfactorily resolved through the supervisory resolution process.

The person assigned to investigate the complaint will have full authority to investigate all aspects of the complaint. Investigative authority includes access to records and the cooperation of any members involved. No influence will be used to suppress any complaint, and no member will be subject to retaliation or reprisal for filing a complaint, encouraging others to file a complaint, or offering testimony or evidence in any investigation.

The formal investigation of the complaint will be confidential to the extent possible and will include, but is not limited to, details of the specific incident, frequency, dates of occurrence, and names of any witnesses. Witnesses will be advised regarding the prohibition against retaliation and that a disciplinary process, up to and including termination, may result if retaliation occurs.

Members who believe they have been discriminated against, harassed, or retaliated against because of their protected status are encouraged to follow the chain of command. However, they may also file a complaint directly with the HR Manager, Administrative Services Director, Fire Chief, or the Fire Board of Directors.

5.3 ALTERNATIVE COMPLAINT PROCESS

No provision of this policy shall be construed to prevent any member from seeking legal redress outside the district. Members who believe that they have been harassed, discriminated, or retaliated against are entitled to bring employment discrimination complaints to federal, state, and/or local agencies responsible for investigating such allegations. Specific time limitations apply to the filing of such charges.

Members are advised that proceeding with complaints under this policy's provisions does not affect those filing requirements.

6. DOCUMENTATION OF COMPLAINTS

All complaints or allegations shall be thoroughly documented in a manner designated by the Fire Chief. The outcome of all reports shall be:

1. Approved by the HR Manager, Administrative Services Director, Fire Chief, or the Fire Board of Directors, as deemed appropriate.
2. Maintained for the period established in The District's records retention schedule.

6.1 NOTIFICATION OF DISPOSITION

The complainant and/or victim will be notified in writing of the disposition of the investigation and the action taken to remedy or address the circumstances giving rise to the complaint.

7. TRAINING

All new employees shall be directed to the SFMD website to review this policy. The employee shall certify by signing the Policy Acknowledgement Receipt that he/she has been advised of this policy, is aware of and understands its contents, and agrees to abide by its provisions during his/her term with the district.

All employees shall receive annual training on the requirements of this policy and agree to continue to abide by its provisions.

Policy 309 – Line-of-Duty Death and Serious Injury Investigations

1. PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for investigating a serious injury or line-of-duty death, documenting the events leading to the injury or death, and making recommendations directed toward preventing similar occurrences in the future.

2. POLICY

It is the policy of the Superstition Fire & Medical District to identify the causal factors pertaining to any event involving a serious injury or line-of-duty death and to document and secure evidence that may be a factor in any regulatory actions or litigation resulting from the event. An investigation into the circumstances of the serious injury or line-of-duty death is separate and distinct from any investigation being conducted regarding the cause of a fire.

The District may utilize external resources to assist or lead the investigation. These resources include:

- The Arizona Department of Transportation (ADOT)
- The Arizona Division of Occupational Safety and Health (ADOSH)
- Local law enforcement
- Area fire department Fire Marshals

In the event an investigation utilizes multiple agencies, the District will establish a Unified Incident Command program to facilitate the needs and activities of the investigation.

3. PROCEDURE

As soon as practicable after a serious injury or line-of-duty death has occurred, the Fire Chief or the authorized designee shall assign an investigation team to conduct an investigation into the circumstances of the event.

1. A Chief officer designated by the Fire Chief should function as the team leader and direct the investigation of the line-of-duty death or serious injury. The investigation team should report to the team leader, who is responsible for the management of the investigative process.
2. All members of the Superstition Fire & Medical District shall give their full and complete cooperation to the investigation team.
3. ADOSH will investigate incidents involving the death of an employee.

4. The Superstition Fire & Medical District should cooperate with all other government agencies that have a legal cause to be involved in the investigation of a line-of-duty death or serious injury. Participation by these agencies shall be at their discretion, depending on the circumstances of the incident. These agencies may or may not produce their reports of the incident with recommendations for corrective actions. These reports do not supersede the investigation team report.
5. The investigation team report and all related documentation shall be considered an internal Superstition Fire & Medical District administrative report.
6. Consideration should be made for the provision of Critical Incident Stress Debriefing CISM services for the investigation team, as needed.
7. Any public release of the report requires the approval of the Fire Chief or the authorized designee. Such release will generally be processed in accordance with the provisions of the Arizona Public Records Law (ARS § 39-121 et seq.).

4. INVESTIGATION TEAM

The investigation team shall be identified by the Fire Chief, or designee, and shall consist of the appropriate amount and type of personnel necessary to successfully complete the investigation.

Additional personnel may be added as required by the specific circumstances of the incident, including an investigative representative from the appropriate law enforcement agency when there is reasonable cause to believe a crime may be connected with the investigation.

4.1 DUTIES AND RESPONSIBILITIES

The duties of the investigation team include, but are not limited to, the following:

1. Gather and analyze all physical evidence related to the incident.
2. Interview all witnesses with direct or indirect knowledge of the circumstances. When interviewing members of the district, represented members shall have the right to have their labor representatives present pursuant to the applicable Memorandum of Understanding.
3. Collect and preserve recordings and copies of radio traffic, telephone conversations, photographs, film, videotape, incident histories, and other related information. The pertinent aspects of the radio and telephone recordings should be transcribed.
4. Consult with people having special knowledge of the factors involved in the incident, including private sector experts and consultants.
5. Connect with other agencies involved in the investigation of the incident.
6. Establish and maintain ongoing communication between the team leader and the legal counsel for the district.

7. Develop a written report of the incident, including conclusions and recommendations.
8. Coordinate activities with Planning and Logistics to avoid interference with any criminal investigation.
9. Ensure that a post-mortem examination is conducted on any member who dies as a result of the incident. Additionally, it should be requested that a post-mortem examination be completed on any other deceased person who may have been contributory to the event.

4.2 DOCUMENTATION

The investigation team should ensure that the scene where the line-of-duty death or serious injury occurred is documented, including diagrams, photographs, and observations. When feasible, all witness interviews should be recorded or transcribed. When recording or transcription is not feasible, the investigator's notes of the interview should be preserved. In addition, the investigation team should:

1. Obtain, examine, and secure all personal protective equipment (PPE), breathing apparatus, and equipment used by the seriously injured or deceased employee.
 - a. A complete physical description of the PPE, breathing apparatus, and equipment shall be included in the report of the incident.
 - b. A performance evaluation report conducted by a qualified professional on all safety equipment should be included in the report of the incident.
 - c. For specific guidance on PPE involved in the incident, refer to the special incident procedure in the Personal Protective Equipment Policy (Phoenix Fire Volume II).
2. Review and comment on the application of policies and procedures to the incident, the observance of policies and procedures, and their effect on the situation. Recommend changes, additions, or deletions to such policies and procedures.
3. Attempt to obtain any photographs, videotapes, or other information relating to the incident from news media or other sources. Such evidence should be obtained with the agreement that it will only be used for investigative and educational purposes.

5. FINAL REPORT

The investigation team should present the final report to the Fire Chief. The Fire Chief should determine the schedule and method of presentation of the final report.

Policy 1036 – Line-of-Duty Death

1. PURPOSE AND SCOPE

The purpose of this policy is to provide the necessary guidelines and protocol for a line-of-duty death.

The death of any district member while on duty, while traveling in connection with such duty, or while engaged in firefighting or Emergency Medical Services (EMS) activities off-duty, is considered a line-of-duty death by Superstition Fire & Medical District. When the cause of death is a heart attack, stroke, or vascular rupture, within 24 hours of on-duty activities, the death shall be considered a line-of-duty death. The death of any district employee while undergoing medical treatment for any injury or disease potentially resulting from a job duty may be medically determined to be a line-of-duty death and for purposes of this policy may be handled as a line-of-duty death.

This policy defines and describes the guidelines and responsibilities to be followed in the event of a line-of-duty death and can be escalated in the event of multiple deaths or when a number of district members are seriously injured.

2. POLICY

It is the policy of the Superstition Fire & Medical District to assist and support the family members and coworkers of fallen members to the extent reasonably practicable, while also investigating the cause of death, making appropriate notifications, and fielding press inquiries.

3. RESPONSIBILITIES

3.1 FIRE CHIEF

In the event of being notified of a line-of-duty death, the Fire Chief or the authorized designee should:

1. Conduct briefings to communicate activities to the assigned officers.
2. Make an announcement to the district at the appropriate time. Immediately after the announcement, all flags at fire stations and other district facilities should be lowered to half-staff and all badges should be shrouded. Flags should remain at half-staff and badges shrouded for a specified time, but in no event should that be for longer than 14 days.
3. Request that the Administrative Services Division assemble personal data, such as date of birth, file photograph, marital status, dependents, and names of next of kin to facilitate the application for state and federal line-of-duty death benefits.
4. Assign a chief officer to act as the auditing officer to secure the personal effects of the deceased and deliver them to the Administrative Services Division.
5. Assign a Family Support Liaison to facilitate communication between the deceased member's family and the district.
6. Document all actions, contacts, requests, and other pertinent data.

7. Provide briefing to labor representatives regarding the incident and the deceased member only as is necessary to initiate labor organization benefits and honors.
8. Preserve any equipment, turnouts, and breathing apparatus used by the deceased firefighter for the investigation.

The Fire Chief should determine the need to request outside resources to assist in the staffing or investigation of the incident, as needed.

3.2 BATTALION CHIEF

In the event of a line-of-duty death, the Battalion Chief or the authorized designee shall:

1. Secure the scene of the incident with the assistance of the Incident Commander, fire investigation personnel and local law enforcement.
2. Immediately notify the Assistant Chief/Director and the Fire Chief.
3. Preserve any equipment, turnouts and breathing apparatus used by the deceased firefighter for the investigation.
4. Preserve all tactical worksheets, video and/or audiotapes for the investigation.
5. Gather all available information concerning the incident and circumstances leading to the death.
6. Consider the need for members at the incident to have access to Critical Incident Stress Debriefing (CISD) services.

3.3 PUBLIC INFORMATION OFFICER

In the event of a line-of-duty death, the Public Information Officer (PIO) shall:

1. Collect facts of the incident from the Battalion Chief or the authorized designee and keep in contact to maintain available current information and direction on what information should be released.
2. Withhold any release of personal information relating to the member's death pending notification of next of kin and until approval is given by the Fire Chief or the authorized designee.
3. Instruct the involved incident crews that they shall not release any statements to the media or anyone else and should direct any inquiries to the PIO.
4. Prepare a written press release.
5. Ensure that the release of any member medical information complies with the Health Insurance Portability and Accountability Act (HIPAA) and the Patient Medical Record Security and Privacy Policy in this manual.

3.4 AUDITING OFFICER

The auditing officer is responsible for ensuring the security and proper disposition of the personal effects of a member in the event of his/her line-of-duty death.

Personal effects include all property owned by the deceased member that is kept on district property, as well as personal items on the person of the member once those items have been released by investigators, in accordance with the Line-of-Duty Death and Serious Injury Investigations Policy.

In the event of a member's line-of-duty death, whether on- or off-duty, the following steps shall be followed in gathering and disposing of his/her personal effects:

1. All personal effects at the station shall be taken to the Administrative Services Division to be kept in a secure location.
2. The deceased member's vehicle will be secured at the work site and the keys forwarded to the Administrative Services Division and secured.
3. A designee from the Administrative Services Division should conduct an inventory of all personal items received and make a written report.
4. The next of kin will be given priority consideration to receive the member's property. Care should be exercised in selecting a tactful time for the delivery of personal effects to the next of kin. Documentation is required indicating the date, time and location of the disposition of the property. The name and the relationship of the individual accepting the property will also be noted. The documentation will be forwarded to the Administrative Services Division for placement in the deceased member's personnel file.

3.5 ADMINISTRATIVE SERVICES DIVISION

The Administrative Services Division will have the following responsibilities:

1. Receive, inventory and secure the deceased member's personal belongings and hold them until such time as the investigation team approves their release.
2. Establish the deceased member's survivor benefits (e.g., workers' compensation, life insurance, unused medical leave, retirement benefits, other salary pay, vacation pay).
3. Review the Public Safety Officers' Benefit Act to determine benefits and process for securing benefits for surviving next of kin.
4. Assist and coordinate with the next of kin in the process of securing all of the benefits to which the survivor is entitled.

4. FAMILY SUPPORT LIAISON

The appointed Family Support Liaison should conduct all duties in accordance with the Family Support Liaison Policy.

5. FUNERAL ARRANGEMENTS

Funeral arrangements should be made in accordance with the Funerals Policy.

6. LINE-OF-DUTY DEATH INVESTIGATIONS

For line-of-duty death investigation procedures, see the Line-of-Duty Death and Serious Injury Investigations Policy.

Policy 1037 – Line-of-Duty Death and Serious Injury Notification

1. PURPOSE AND SCOPE

The purpose of this policy is to describe the communication activities that should occur in the event a member is seriously injured or killed in the line of duty. The policy establishes a priority for notifications, outlines steps for conducting each set of notifications, and identifies roles and responsibilities.

2. POLICY

It is the policy of the Superstition Fire & Medical District to ensure, to the extent reasonably practicable, that immediate and compassionate notification is made to the family of members who are seriously injured, hospitalized or killed in the line of duty. The district shall make it a priority to offer assistance and support to the member's family.

3. PROCEDURE

1. For the purposes of this policy, a serious injury or hospitalization is defined as a medical condition that is life-threatening or has the potential to disable the member for a substantial period of time, including inpatient hospitalization, amputation and loss of an eye.
2. The Incident Commander (IC) or Battalion Chief at the scene of the serious injury or death will immediately notify the Fire Chief or designee and provide the necessary information.
3. The Fire Chief or designee will be the point of contact for making assignments and will coordinate actions with the Senior Leadership Team and others.
4. All inquiries related to the incident should be referred to the Public Information Officer (PIO).
5. In the event of the death of a member, the Assistant Chief of Emergency Services, or designee, must immediately initiate the procedures in the Line-of-Duty Death and Serious Injury Investigations Policy.

4. DEATH NOTIFICATIONS

The Fire Chief, in coordination with the Senior Leadership Team, will assign a two-person notification team to locate and inform the member's family. If more than one member has been seriously injured or killed in an incident, separate teams will be assigned to each affected family. The team should contact the Administrative Services Division to obtain information regarding the members' next of kin.

4.1 NOTIFICATION TEAM RESPONSE

The notification team shall make the necessary family notification as quickly as practicable, with the goal of making the notification within two hours of learning of the serious injury or death. The following should be considered when planning the notification:

4.2 NOTIFYING THE FAMILY

The team members should adhere to the following notification guidelines:

1. The team should not park directly in front of the family's home or workplace. The person who will make the notification should make introductions at the door and ask to be invited in.
2. In most cases, if a chaplain is part of the notification team, he/she should make the notification.
3. Notification should be made briefly and directly.
4. Information regarding precipitating factors or information that is not verified should not be provided until an investigation has been completed.
5. Team members should communicate the support and sympathy of the Fire Chief and all members of the district.
6. Team members should ask family members whether they would like the team to notify other parties, such as clergy or grief counselors.

4.3 NOTIFICATION OF FAMILY OUT OF THE AREA

If the immediate next of kin of the deceased employee lives more than two hours away, the Fire Chief may make arrangements to have someone in the family's area make the notification. The following should be considered:

1. Whether the notification should be made by the local clergy or another person in the area who has a relationship with the family or with the assistance of the local fire department/law enforcement.
2. Whether the fire department in the family's city of residence may be the most appropriate entity to make the notification or whether that department can assist in obtaining information about the family.
3. Whoever is selected to make the notification should be provided with the information contained in this policy.
4. The notification plan must include a coordinated telephone call with the family and the Fire Chief.

4.4 INTERNAL DISTRICT NOTIFICATIONS

The following internal notifications should be made in advance of any media release:

1. All Chief Officers and Directors should be notified.
2. Fire Board of Directors

3. Employee labor representatives
4. All members should be notified as soon as possible after the family notification is made.
5. Other notifications as determined by the Fire Chief

4.5 EXTERNAL NOTIFICATIONS

The following external notifications will be made:

1. Notification to the Arizona Office of the State Fire Marshal
2. Notification to the Arizona Division of Occupational Safety and Health (ADOSH) of work-related fatalities within eight hours and serious injuries including all inpatient hospitalizations, amputations and losses of an eye within 24 hours
3. Notification to the Arizona Local Assistance State Team (AZ L.A.S.T.)
4. Notification to the National Institute for Occupational Safety and Health (NIOSH)
5. Notification to the U.S. Department of Justice Public Safety Officers' Benefit Program
6. Notification to the United States Fire Administration (USFA)
7. Notification to the National Fallen Firefighters Foundation (NFFF)
8. Notification to other agencies as mandated by federal and state law and local ordinance

5. FAMILY SUPPORT

The Fire Chief should appoint a Family Support Liaison, who should refer to the Family Support Liaison Policy for duties and responsibilities.

In the event of a line-of-duty death, the Fire Chief or the authorized designee should appoint a funeral detail officer to administer the Funerals Policy.

6. NEWS MEDIA AND COMMUNITY RELATIONS

It is the policy of the Superstition Fire & Medical District to follow the News Media and Community Relations Policy when communicating with the media. In the case of a line-of-duty death, additional considerations include, but are not limited to:

1. The employee's family must have received proper notification prior to any information regarding the identity of the deceased being released to the media.
2. All information must be validated and approved by the Fire Chief, or designee, prior to its release to the media.

The PIO or the authorized designee shall be the spokesperson on most aspects of these events. However, the announcement or confirmation of a line-of-duty death and/or the release of the employee's name should be made by the Fire Chief or the authorized designee.

Prior to confirmation that the employee's family has been notified, no details will be released concerning the death. If the news media is on-scene and is aware of the death, the PIO will simply confirm that a death has occurred and communicate the district's compassion and concern for the employee's family and colleagues. The PIO will advise the media that the full details will be provided as soon as they are known and after proper notification of next of kin has been made.

If an employee's death occurs in the midst of ongoing news coverage of a fire or other emergency, the PIO will focus on handling the details concerning the death. Another trained spokesperson will be assigned by the Fire Chief, or designee, to handle the media relations for the incident.

7. SERIOUSLY INJURED OR HOSPITALIZED EMPLOYEE

Some of the notification and support procedures described in this policy for a line-of-duty death may be applied to any instance of an employee who has been seriously injured in the line of duty, except as noted below:

1. If the seriously injured employee has been taken to a hospital, an Assistant Chief/ Director should assign a Chief Officer who is not involved in the incident to go to the hospital and become the hospital liaison.
2. The hospital liaison should establish communications with the hospital and report regularly to the Fire Chief and Senior Leadership Team on the employee's condition.
3. A representative of the employee labor organization will also be sent to the hospital, if possible.

The hospital liaison and labor representative should work cooperatively for the benefit of the employee and his/her family. In addition, the Fire Chief, or designee, should ensure close coordination with the treating medical facility.

Governing Board Meeting – August 21, 2024

Agenda Item: 8

Agenda Item Title

Reports

Background / Discussion

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

- Senior Leadership Team
- Labor

Recommended Motion:

N/A



[Go to Item 9](#)

[Go to Agenda](#)

Governing Board Meeting – August 21, 2024

Agenda Item: 9

Agenda Item Title

New Business / Future Agenda Items

Financial Impact

N/A

Enclosure(s)

N/A

Recommended Motion:

"TBD"



Go to Item 10

Go to Agenda

Governing Board Meeting – August 21, 2024

Agenda Item: 10

Agenda Item Title

Announcements and Document Signing

Background / Discussion

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

Recommended Motion:

N/A



Go to Item 11

Go to Agenda

Governing Board Meeting – August 21, 2024

Agenda Item: 11

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



[Go to Agenda](#)

Appendix A

A. Board Meeting Minutes from July 24, 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)

July 24, 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

JULY 24, 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, JULY 24, 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

Clerk Van Driel called the meeting to order at 5:30 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Dustin Farber

C. Roll Call

Board Members in attendance were Clerk Connie Van Driel and Director Jason Moeller. Board Chairman Kathleen Chamberlain and Director Jeff Cross attended via conference phone. Director Shawn Kurian was not in attendance. Clerk Van Driel ran the meeting on behalf of Chairman Chamberlain.

Senior Leadership Team in attendance were Fire Chief John Whitney, Assistant Chief Brian Read, Assistant Chief Richard Mooney, Administrative Services Director Anna Butel, Ben Archer with James Vincent Group, Chief Dave Pohlmann and President Colt Weddell. Also in attendance was Sherry Mueller, Human Resources Generalist / Board Secretary. Attorney William Whittington attended via conference phone.

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

Motion by Director Moeller to approve the June 2024 financial reports and bank reconciliations.

Seconded by Director Cross

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.

July Anniversaries

28 Years of Service:

Captain **Brian Logsdon**

24 Years of Service:

Captain/Paramedic **Jeff Ehrlich**

Captain **Joe Garcia**

23 Years of Service:

Captain/Paramedic **Mark Castaneda**

6 Years of Service:

EMT **Kelsey Christensen**

3 Years of Service:

Firefighter/Paramedic **David Spidle**

Firefighter/Paramedic **Zachary Rodenburg**

1 Year of Service:

Firefighter **Jaren Johnson**

Firefighter **Christian Gomez**

Firefighter **Matt Hansen**

Promotions

David Pohlmann – Deputy Chief, Training & EMS

Daniel Elliott – Battalion Chief – Training

Tanner Fox – Battalion Chief – EMS

Colt Weddell – Captain

Luke Mays – Engineer

Lauren Daniel – Information Systems Manager

Vaughn Croshaw – Fleet Superintendent

Special Recognition

Lauren Daniel

Arizona Fire Chiefs Association 2024 Emerging Leader Award Recipient

3. Call to the Public.

None

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

- A. Board Meeting Minutes from June 18, 2024
- B. Stryker Service Agreement for C-100

Motion by Director Moeller to approve all consent agenda items for July 24, 2024.

Seconded by Director Cross
Vote 4 ayes, 0 nays, MOTION PASSED

5. Discussion and possible approval of Policies: 1046 Corrective Action & Discipline, 1056 Investigations, 1057 Disciplinary Appeal and 1058 Work Trades.

Motion by Director Moeller to approve Policies 1046 Corrective Action & Discipline, 1056 Investigations, 1057 Disciplinary Appeal and 1058 Work Trades

Seconded by Director Cross
Vote 4 ayes, 0 nays, MOTION PASSED

6. Discussion and possible approval of a commitment to purchase through a capital lease agreement one 2025 Pierce Velocity Pumper.

Under current delayed build times for all fire apparatus (2+ years), staff recommends purchasing a new 2025 Pierce Velocity Pumper for station 266. Pierce's next scheduled price increase is set for July 26, 2024, and is expected to be 1.75%. The first lease payment for the pumper will be due July/August 2025. The lease agreement will be seven years in duration.

The most recent pumper purchased in July of 2022 has an expected delivery date of December 2024.

An additional \$20,000 was added to avoid exceeding the price because of potential changes, needs, or increases that may occur during the building process.

Motion by Director Moeller to approve a commitment to purchase, through a capital lease agreement, one 2025 Pierce Velocity Pumper”

Seconded by Director Cross
Vote 4 ayes, 0 nays, MOTION PASSED

7. Senior Leadership Team Reports

Fire Chief Report

- Policies, Policies, Policies
- Staffing Analysis
- AFCA Conference
 - NextGen Labor Management Presentation
- Fire Chief Forum
- AJ Communications Manager Meeting
- CALSC
- Labor Management
- Badge Pinning FS264

Emergency Services

- Staffing and Deployment – review policy and staffing algorithm
- Fire Chief Forum
- Battalion Chief Elliott had unified command with AJPD for AJ's 4th of July celebration
- Attended Real Colors Workshop
- Attended Interagency Emergency Committee Meeting with Chief Mooney
- Promotions FS264 – Badge Pinning, Helmet presentation, shield presentation

Significant Incidents

6/20/2024: TRT response Horseshoe Dam – Worker trapped in an elevator – worker safely extricated with no injuries

6/20/2024: Vehicle over the edge at MP208 – BC261 came up on a vehicle over the edge of MP208 returning from the Horseshoe Dam incident. Patient deceased. Scene turned over to DPS.

6/21/2024: N Mammoth Mine Road – Wildland Urban Interface (WUI) assignment – Brush fire reported on both the east and west sides of SR 88 pushing towards the North. Crews from multiple agencies kept the fire to 88+ Acres with no structures lost.

6/24/2024: 2N1 Medical Tonto and US60 Rollover with 2 vehicles – 3 patients – 1 patient self-extricated – Patients evaluated and treated.

6/28/2024: E. Venture Up Way 5th Wheel fire – Fully involved 5th wheel trailer that extended into the surrounding brush – 5th wheel was extinguished, and the brush fire was contained to 1 acre. No Firefighter or civilian injuries.

6/30/2024: Trail rescue – Silly Mountain – report of a hiker complaining of difficulty breathing. The crew utilized UTV to gain access, then hiked the remainder to the patient. The patient was evaluated and signed a refusal.

6/30/2024: 2nd alarm fire mutual aid request – N. 96th Way – fire to several RV's, which extended into several buildings – defensive operations – no Firefighter or civilian injuries reports.

- 7/5/2024: S. Ironwood and W. Baseline Avenue – 2N1 Medical – Two vehicles were involved, one on its side, the other sheared in half (the driver was still seat-belted in, and the motor was Still running). 4 patients, 1 immediate and 3 delayed.
- 7/7/2024: Vehicle over the edge MP208 – Single vehicle over the edge – single patient – chief complaint femur fracture – 262 crews performed hoist operation with DPS – DPS was low on fuel, so AirEVAC 4 transported the patient to the Level 1 trauma center.
- 7/11/2024: 9800 block of E. University – Mutual Aid request 1st alarm fire – structure fire involving 2 homes – Dynamic fire scene with multiple challenges – SFMD crews assisted Mesa crews – scene eventually turned over to Rural Metro Fire.
- 7/16/2024: Working residential fire – S. Cactus Road – heavy fire involvement in the patio area – Crews had an excellent knockdown and stop. A fire watch was established – no reported Firefighter or civilian injuries – Red Cross and Board-up contacted for occupant services.
- 7/18/2024: E. Moro Avenue – working residential fire – SFMD Auto-Aid response with Mesa Fire – E261 assigned sector 2 – 261 performed an aggressive fire attack and confirmed a stop on the 2nd floor – No reported Firefighter or civilian injuries.
- 7/19/2024: 2nd alarm commercial fire at Meridian and Apache Trail – Crews assisted Mesa Fire and Rural Metro – No reported Firefighter or civilian injuries.

Training

- Two-year Calendar Review
- Released Can-Act-As Engineer Packets
- Attended NERIS webinar
- Attended Command Software presentation in Gilbert
- Audit of Administrative Training Records
- Attended AFCA Leadership Conference
- Completed AJPD Training – Hazardous Materials Awareness
- Deployed Monthly Training Guide
- Monthly and FYTD Training Hours

EMS

- Deployed the Monthly Training Guide
- EMS Committee Meeting
- CQI Meeting
- Completed the AJPD Hazard Scene Awareness and EMS Training
- Met with Horizon Mental Health to discuss programs and resources
- Began Elegard Crew Training
- Began EMS Supply direct order trial
- Attended the CALSC Meeting
- Met with ASU Nursing to discuss ride-alongs for EMS field experience
- Attended the AFCA Leadership Conference

Transportation Services

- New Hire Training for EMT Brody Klenner
- Contexture HIE Annual Meeting
- Real Colors Workshop
- AEMS Education, AEMS Board of Governors Meeting
- East Valley Agency Meeting
- EMS ROCC
- SFMD EMS Committee Meeting
- AFCA
- Monthly Transportation Volume
- CON Compliance through June 2024

Support Services

Fire Prevention

Plan Reviews – 15

Inspections – 49

Citizen Requests or Assistance – 1

Environmental Requests, Permits, Concerns and Knox Box Assistance – 15

Community Risk Reduction

Community Events – 4

Fire Safety Presentations – 0

Car Seat Placements – 1

School Pub Ed Presentations – 0

AED/CCR Presentations – 2

- Events
 - Parks & Rec Summer Camp
 - City of AJ July 4th Event
 - AJPD Youth Academy
 - StandUp AJ Back to School Event
 - AFCA Conference
- Special Events Meeting
- LEPC Tabletop Exercise
- Facility Committee Meeting
- Badge Pinning Ceremony
- HOA Meeting Wildland Discussion
- Labor Management
- Real Colors Workshop

Administrative Services

- July 2024 UKG Implementation Complete
- AFCA/AFDA – AFSAP Conference
- PEHP – Plan design categories being reviewed by plan sponsor Nationwide
- Real Colors Workshop (Office Staff & Labor)
- PIO – Letters of interest (3 candidates)
- Actively Recruiting for TSP Paramedic and Administrative Specialist
- Board Room Updates – a work in progress
- New TV and Computer
- Sound Bar with Camera
- Pendent Microphones
- TAP – converts the room to a TEAMS room
- Grommet inserts for power (phone/laptop)
- Name Plates
- Thanks to: Miki Klemesrud, Jesse Stapleton, Billy Warren, Vaughn Croshaw and Lauren Daniel
- New EMT Brody Klenner

8. New Business / Future Agenda Items

None

9. Announcements / Document Signing

Chief Whitney stated that Alena Sampson presented at the AFSAP Conference (Arizona Fire Service Administrative Professionals) and did a great job.

Chief Whitney wanted to commend Lauren, Cliff and EMS for their hard work relating to the recent Crowd Strike outage. The team went to work and got the system back up and running very quickly. There was no loss to essential services.

Chief Whitney stated that James Vincent Group will present the financials on August 21, 2024.

10. Adjourn

Motion by Director Moeller to adjourn the board meeting at 6:40 p.m.

Seconded by Director Cross

Vote 4 ayes, 0 nays, MOTION PASSED

Governing Board Approval:

Appendix B

B. Purchase 10 Motorola Portable Radios

Submitted By

Assistant Chief Richard Mooney
Fleet Superintendent Vaughn Croshaw

Background/Discussion

Discussion and possible approval of a commitment to purchase 10 Motorola APX8000HXE portable radios from capital fund.

SFMD is replacing the old Motorola 7000 radios, which Motorola no longer services, as part of its portable radio replacement schedule. By ordering the radio before the end of September, SFMD will save \$2,750. Motorola is a single-source purchasing agent that allows SFMD to keep radios standardized and compatible with our current radios.

Financial Impact(s)/Budget Line Item

The total cost of the 10 Motorola AXE 8000 radios is \$106,239.08.

Enclosure(s)

Motorola Solutions quote



Billing Address:
 SUPERSTITION FIRE AND
 MEDICAL DISTRICT
 565 N IDAHO RD
 APACHE JUNCTION, AZ 85119
 US

Quote Date:07/24/2024
 Expiration Date:10/09/2024
 Quote Created By:
 JARED ZYGOWICZ
 Sr Account Executive
 JARED.ZYGOWICZ@
 motorolasolutions.com
 480-604-5122

End Customer:
 SUPERSTITION FIRE AND MEDICAL
 DISTRICT
 Jennifer Burke
 jennifer.burke@sfmd.az.gov
 (602) 694-9950

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000HXE					
1	H91TGD9PW4AN	APX 8000H ALL BAND PORTABLE MODEL 1.5	10	\$8,002.80	27.0%	\$5,842.04	\$58,420.40
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	10	\$567.00	27.0%	\$413.91	\$4,139.10
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING	10	\$330.00	27.0%	\$240.90	\$2,409.00
1c	QA02006AD	ENH: APX8000HXE RUGGED RADIO	10	\$880.00	27.0%	\$642.40	\$6,424.00
1d	QA05509AA	DEL: DELETE UHF BAND	10	-\$800.00	0.0%	-\$584.00	-\$5,840.00
1e	Q887AU	ADD: 5Y ESSENTIAL SERVICE	10	\$306.00	0.0%	\$306.00	\$3,060.00
1f	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	10	\$814.00	27.0%	\$594.22	\$5,942.20
1g	H38BS	ADD: SMARTZONE OPERATION	10	\$1,650.00	27.0%	\$1,204.50	\$12,045.00
1h	QA09113AB	ADD: BASELINE RELEASE SW	10	\$0.00	0.0%	\$0.00	\$0.00



Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1i	Q629AH	ENH: AES ENCRYPTION AND ADP	10	\$523.00	27.0%	\$381.79	\$3,817.90
1j	QA01427AG	ALT: APX8000/XE HOUSING GREEN	10	\$28.00	27.0%	\$20.44	\$204.40
1k	QA00580AA	ADD: TDMA OPERATION	10	\$495.00	27.0%	\$361.35	\$3,613.50
2	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	10	\$213.15	27.0%	\$155.60	\$1,556.00
3	PMMN4107C	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN	10	\$594.00	27.0%	\$433.62	\$4,336.20
4	Incentive	Expiration Date: 09/27/2024	1	-\$2,750.00	0.0%	-\$2,750.00	-\$2,750.00

Subtotal							\$97,377.70
Estimated Tax							\$8,861.38
Grand Total							\$106,239.08(USD)

Notes:



Appendix C

C. Purchase of six new Mohawk Lifts

Submitted By

Assistant Chief Richard Mooney
Fleet Superintendent Vaughn Croshaw

Background/Discussion

The purchase of the six Mohawk Lifts was an approved decision package as a capital expenditure. The Mohawk Lifts are replacing 25-year-old lifts that cannot be fixed due to the lack of replacement parts.

Financial Impact(s)/Budget Line Item

The total cost of six Mohawk Lifts plus installation and taxes is \$87,277.09

Enclosure(s)

Quote & Signature form for 6 Mohawk Lifts, installation, and taxes.



TERMS AND CONDITIONS

- 1) This order is subject to the Terms and Conditions of Arizona State Contract #CTR067286
- 2) A fork truck must be supplied at the offload site to unload the equipment from the freight carrier and, if applicable, for installation.
- 3) The Customer is responsible for inspecting all Products at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the customer determine at the time of delivery that any items are damaged or missing the Customer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading. Mohawk is not responsible for missing or damaged products when the Customer has signed the delivery receipt, freight bill, or bill of lading in good condition. If equipment is refused at time of delivery or returned as undeliverable, shipping costs and restocking fees may apply. Standard commercial packaging applies.
- 4) Quoted installation does not include electrical hook-up or any concrete work which may be required. Electrical and any concrete work that may be required must be performed prior to installer's appointment date.
- 5) Quoted Installation does not include any unforeseen circumstances such as plumbing, electrical, in floor heat, rebar, steel structures, drain, or drain slopes in the existing floor. Installation price is subject to change if the lift is unable to be installed at the time of scheduled appointment, if the shop condition is not ready for installation (lack of adequate concrete, no electrical service, etc), or any other condition which would require additional return trips by the installer.
- 6) Price does not include Sales tax (unless applicable), duties, brokerage, or any other fees. Down Payments are Non-refundable.
- 7) Any and all permits, licenses, fees, etc. are the Customers' responsibility.
- 8) If installation cannot be performed at the time of delivery, then equipment must be paid within terms specified from invoice date. Installation charge to be paid when service is performed.

DUNS: 117797939 / CAGE CODE: 8VDK6 / UEI: F9QME4G11RT5 / FEIN: 85-3221959 / SMALL BUSINESS SAM REGISTERED

Quote# SuperstitionFire.800s(2).072224-MSW

v7.25.23

To place your order using this quotation, please fill in the following required information:

BILLING INFORMATION

SHIPPING INFORMATION

Same as Billing

Name: _____

Name: _____

Address: _____

Address: _____

Contact: _____

Contact: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Delivery Hours/Instructions: _____

Acknowledged and Accepted by:

Authorized Buyers Name (PRINT)

Authorized Buyers Signature

Title

Date

Phone

Email

Remit orders to:

MOHAWK LIFTS LLC
PO Box 110, Amsterdam, NY 12010

ORDERS@MOHAWKLIFTS.COM

BUY ONCE. BUY RIGHT. BUY A MOHAWK!

Appendix D

D. Stryker Equipment Service Contract

Submitted By

David Pohlmann, Deputy Chief Training & EMS

Background/Discussion

This is a three-year contract renewal for our Stryker medical equipment. Includes Lucas devices and LP15s.

Financial Impact(s)/Budget Line Item

Three annual payments of 37,489.50 / 2024-2026.

Enclosure(s)

Service Contract quote
PO (190) for 2024 installment



PURCHASING / PROCUREMENT FORM BY PURCHAS ORDER (PO)

BOD # _____

PO # _____ 190

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: <u>Stryker</u> Vendor Phone #: _____
	Vendor Address: <u>Stryker Sales Corporation 3800 E Centre Ave Portage, MI 49002</u>
	Quote Description: <u>Medical Equipment Service Contract</u>
	<u>Three annual payments of 37489.50</u>
	See Attached Quote - \$ <u>37,489.50</u>

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:

8/14/2024
DATE


BUDGET MANAGER/PO ORIGINATOR SIGNATURE

DATE

FINANCE DIRECTOR SIGNATURE

DATE

FIRE CHIEF SIGNATURE

PURCHASE ORDER

190

07-22-2024



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
07-22-2024

#	Item & Description	G/L Account	Custom Fields	Qty	U/M	Rate	Amount
1	6153041 Professional:41 EMS Cardiac Monitor Maint	41 ECG Monitor Supplies Account # 6153641	Department 100-General Fund:40-Emergency Services	1	EA	\$27,000.00 0	\$27,000.00
Budget Manager Dave Pohlmann							
2	6153041 Professional:41 EMS Cardiac Monitor Maint	41 EMS Cardiac Monitor Maint Account # 6153041	Department 150-Ambulance Fund:40-Emergency Services	1	EA	\$10,489.50 0	\$10,489.50
Budget Manager Dave Pohlmann							

Total: \$37,489.50



TREATMENT PREVENT

Quote Number: 10893318

Version: 1

Prepared For: SUPERSTITION FIRE MED DISTRICT FLEET SVC

Attn:

Rep: April Espinoza

Email: April.Espinoza@stryker.com

Phone Number:

GPO: CUSTOMER CONTRACT

Service Rep: Alex Chavez

Quote Date: 03/22/2024

Expiration Date: 06/20/2024

Contract Start: 07/01/2024

Contract End: 06/30/2027

Delivery Address

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 AND MED DISTRICT

Account #: 20190974

Address: 565 N IDAHO RD

APACHE JUNCTION

Arizona 85119-4014

ProCare Products:

#	Product	Description	Months	Qty	List Price	Discount%	Total
1.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	36	5	\$1,719.00	10.0%	\$23,206.50
2.0	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	36	15	\$2,204.00	10.0%	\$89,262.00

ProCare Total: \$112,468.50

ProCare Annual Payment: \$37,489.50

Price Totals:

Grand Total: \$112,468.50

Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date



TREATMENT PREVENT

Quote Number: 10893318
Version: 1
Prepared For: SUPERSTITION FIRE MED DISTRICT FLEET SVC
Attn:

Rep: April Espinoza
Email: April.Espinoza@stryker.com
Phone Number:

GPO: CUSTOMER CONTRACT
Quote Date: 03/22/2024
Expiration Date: 06/20/2024
Contract Start: 07/01/2024
Contract End: 06/30/2027

Service Rep: Alex Chavez

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.

Payment Schedule

Starting Balance:

\$112,468.50

Date	Payment	Balance
07/01/2024	\$37,489.50	\$74,979.00
07/01/2025	\$37,489.50	\$37,489.50
07/01/2026	\$37,489.50	\$ -

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3522DB49
1.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3522DB50
1.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3522DB63
1.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523EO41
1.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3523EO53
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43418201
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43418665
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43818920
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43820547
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43820736
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	43838179
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44897677
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44898097
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	46491946
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	46491989
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48689298
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48689510
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49372126
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50281225
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50293339

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
 - If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - Stryker will continue to offer contractual service on a yearly basis only
 - 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
 - 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 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.