

VERSION 1.0
DECEMBER 18, 2024



BOARD OF DIRECTORS MEETING

DECEMBER 18, 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 DECEMBER 18, 2024

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

Phone Conference ID: 575 587 553#

The Board will convene on Wednesday December 18, 2024, at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting room will open to the public at 5:00 p.m., with the meeting commencing at 5:30 p.m. local time.

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call

The following agenda items are scheduled for discussion at the board meeting. The Governing Board may or may not decide to take action on any or all items. The order of the agenda items may or may not be taken in the order listed.

- 1. Review and approval of the November 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 November 20, 2024
- B. MVR Batch Request Agreement
- C. Transfer of funds for the January 1, 2025, Chase Refinancing Bond debt service interest payment
- D. Transfer of funds for the January 2, 2025, Certificate of Participation (COP) Bond debt service interest payment
- E. Purchase of New CF-33 MCTs
- F. Renaissance Festival Contract for Fire and Medical Services 2025
- G. 7710 Worker's Comp Renewal 2025
- H. Communications Site Lease Agreement w/EIP Holdings II, LLC

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

- I. Operative IQ Rebate
- J. ASU Placement Agreement

5. Discussion and possible approval regarding Policy 804: HIPPA & Transportation Billing Compliance.

6. Reports.

Senior Leadership Team (SLT):

Fire Chief John Whitney
Assistant Chief Brian Read
Transportation Services Director Billy Warren
Assistant Chief Richard Mooney
Administrative Services Director Anna Butel
James Vincent Group
President Colt Weddell

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

8. Public Session. Discussion regarding the Fire Chief's Annual Evaluation.

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 December 12, 2024
At: 1500 Hours
By: Shelley Asbury

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

Governing Board Meeting – December 18, 2024

Agenda Item: #1

Agenda Item Title

Review and approval of the November 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 November 2024 financial reports and bank reconciliations."



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

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



December 2024

Governing Board Meeting – December 18, 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.

December Service Anniversaries

12 Years of Service:

Fire Mechanic II **George Nasello**

4 Years of Service:

Firefighter **Steven Schaeken**

Transport Paramedic **Bradley Powers**

3 Years of Service:

Assistant Chief **Brian Read**



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Governing Board Meeting – December 18, 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 – December 18, 2024

Agenda Item: #4

Agenda Item Title

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

- A. Board Meeting Minutes from November 20, 2024 – **Appendix A**
- B. MVR Batch Request Agreement - **Appendix B**
- C. Transfer of funds for the January 1, 2025 Chase Refinancing Bond debt service interest payment – **Appendix C**
- D. Transfer of funds for the January 2, 2025 Certificate of Participation (COP) US Bank Debt Interest Payment - **Appendix D**
- E. Purchase of New CF-33 MCTs - **Appendix E**
- F. Renaissance Festival Contract for Fire and Medical Services 2025- **Appendix F**
- G. 7710 Worker’s Comp Renewal 2025 - **Appendix G**
- H. Communications Site Lease Agreement w/EIP Holdings II, LLC - **Appendix H**
- I. Operative IQ Rebate – **Appendix I**
- J. ASU Student Placement Agreement – **Appendix J**

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 December 18, 2024.”



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Governing Board Meeting – December 18, 2024

Agenda Item: #5

Agenda Item Title

Discussion and possible approval regarding Policy 804: HIPPA & Transportation Billing Compliance.

Submitted By

Anna Butel, Administrative Services Director

Background/Discussion

Regular policy reviews are essential for maintaining a dynamic, compliant, efficient organizational framework.

This is a new policy relating to HIPPA & Transportation billing compliance. The purpose of this policy is to outline a process to ensure that no employee working for, or contractor doing business with, Superstition Fire & Medical District (SFMD) is on the Office of Inspector General’s List of Excluded Individuals/Entities.

In accordance and compliance with applicable federal, state, and local law, SFMD will not employ or do business with individuals or entities who have been convicted of health care fraud or listed by a federal agency as excluded, debarred, or otherwise ineligible to participate in federal health care programs.

Staff recommends approval of this policy.

Financial Impact(s)/Budget Line Item

n/a

Enclosure(s)

Policy 804: HIPPA & Transportation Billing Compliance

Recommended Motion

“Motion to approve Policy 804: HIPPA & Transportation Billing Compliance”



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Policy 804 – HIPPA & Transportation Billing Compliance

Created: 12/18/2024

1. PURPOSE AND SCOPE

The purpose of this policy is to outline a process to ensure that no employee working for, or contractor doing business with, Superstition Fire & Medical District (SFMD) is on the Office of Inspector General's List of Excluded Individuals/Entities.

1. POLICY

In accordance with applicable federal, state, and local law, SFMD will not employ or do business with individuals or entities who have been convicted of health care fraud or listed by a federal agency as excluded, debarred or otherwise ineligible to participate in federal health care programs.

2. PROCEDURE

All individuals seeking to work for SFMD and entities seeking to contract with SFMD, are required, upon notice, to immediately disclose exclusion from a federal health care program, debarment by a federal agency, any criminal conviction, and any civil monetary penalty assessed against the individual or entity for conduct involving a federal health care program.

No individual who is excluded from a federal health care program is permitted to work for SFMD in any capacity that directly or indirectly involves the provision of service payable by a federal health care program. This includes, without limitation, field personnel, billers, coders, and administrative and management personnel.

Human Resources will screen all employees and individuals seeking to work for SFMD, including volunteers and entities seeking to contract with SFMD against the LEIE at intervals based on the database being updated, as well as prior to making an employment or contract decision by taking the following steps:

1. Utilize the Office of Inspector General's List of Excluded Individuals/Entities (LEIE) to determine if an individual or entity has been excluded from participation in federal health care programs. For individuals, both current and all prior legal names will be checked.
2. Check the LEIE upon hiring and onboarding and as the LEIE database is updated to determine whether any personnel or entities with which SFMD contracts with have been excluded from a federal health care program.
3. Request contractors to check the LEIE monthly to determine whether any of their personnel have been excluded from a federal health care program and to alert us promptly if an excluded individual is involved in any way with providing services to SFMD, directly or indirectly, under the contract.

Governing Board Meeting – December 18, 2024

Agenda Item: #6

Agenda Item Title

Reports.

Background / Discussion

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

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

Recommended Motion:

N/A



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Governing Board Meeting – December 18, 2024

Agenda Item: #7

Agenda Item Title

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

Submitted By

Legal Counsel William Whittington

Background/Discussion

Note: Executive Sessions are confidential pursuant to A.R.S. § 38-431.03(C).

Note: Legal action involving a final vote or decision shall not be taken at an executive session.

Financial Impact(s)/Budget Line Item

n/a

Enclosure(s)

n/a

Recommended Motion

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



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Governing Board Meeting – December 18, 2024

Agenda Item: #8

Agenda Item Title

Public Session. Discussion and possible action regarding the Fire Chief's Annual Evaluation.

Submitted By

Legal Counsel William Whittington
Anna Butel, Administrative Services

Background/Discussion

Financial Impact(s)/Budget Line Item

Enclosure(s)

Recommended Motion

"TBD -"



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Governing Board Meeting – December 18, 2024

Agenda Item: #9

Agenda Item Title

New Business / Future Agenda Items.

Financial Impact

N/A

Enclosure(s)

N/A

Recommended Motion:

"TBD"



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Governing Board Meeting – December 18, 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



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Governing Board Meeting – December 18, 2024

Agenda Item: #11

Agenda Item Title

Adjournment.

Recommended Motion:

“Motion to adjourn the Board meeting.”



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Appendix A

A. Board Meeting Minutes from November 20, 2024

Submitted By

Board Secretary Shelley Asbury

Background / Discussion

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

Financial Impact/Budget Line Item

N/A

Enclosure(s)

November 20, 2024 Board Meeting Minutes





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

Governing Board Meeting Minutes

NOVEMBER 20, 2024

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, NOVEMBER 20, 2024. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

[THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 PM.](#)

A. Call to Order

Chairman Chamberlain called the meeting to order at 5:30 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Anna Butel.

C. Roll Call

Board Members in attendance were Chairman Kathleen Chamberlain, Clerk Connie Van Driel, Director Jeff Cross, attended via conference phone, Director Jason Moeller-absent, and Director Shawn Kurian.

Senior Leadership Team in attendance were Fire Chief John Whitney, Assistant Chief Brian Read, Assistant Chief Richard Mooney, Transportation Services Director Billy Warren, Administrative Services Director Anna Butel, Chief Dave Pohlmann, Tanner Fox, Dan Elliott. Also in attendance was Shelley Aspbury, Human Resources Specialist / Board Secretary, and Valerie Blodgett, Human Resources/Payroll Specialist.

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

Motion by Director Shawn Kurian, to approve the October 2024 financial reports and bank reconciliations.

Seconded by Clerk Connie VanDriel

Vote 4 ayes, 0 nays, MOTION PASSED.

Administration Office
565 North Idaho Road
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Apache Junction, AZ 85119

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

November Anniversaries

24 Years of Service Engineer / Paramedic July Ritschel
18 Years of Service Information Systems Manager Lauren Daniel
11 Years of Service Fleet and Facilities Support Specialist Jennifer Burke
9 Years of Service EMT Ron Demarzo, Paramedic Jim Tucci
7 Years of Service Paramedic Jake Millan, Firefighter Lucas Martínez Engineer Mark Nelson
4 Years of Service Firefighter Benjamin Young
3 Years of Service Human Resources Manager Alena Sampson

3. Call to the Public.

None

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

- A. Board Meeting Minutes from October 16, 2024
- B. Post Employment Health Plan (PEHP) enablement for implementation in January 2025
- C. 2025 Native American Arts Festival Medical Staffing Agreement
- D. Disposition of Surplus Property Salvaged Titled UTV
- E. UKG TeleStaff Cloud Migration Agreement

Motion by Clerk Connie VanDriel to approve all consent agenda items for November 20, 2024.

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

5. Discussion and possible approval of partnering with Stifel Public Finance to develop a strategy for securing bond capital to construct Fire Station 266 and enhance other vital infrastructure.

Submitted By John Whitney, Fire Chief

Background/Discussion SFMD is initiating the planning phase for the next bond election to address critical infrastructure needs and improve community services.

The funds raised from this bond will be allocated for the following purposes:

- 1. Infrastructure Improvements: Upgrading outdated infrastructure to ensure safety and efficiency.
- 2. New Facilities: Constructing new facilities to accommodate growing needs.
- 3. Equipment Upgrades: Purchasing equipment to improve service delivery.

Specific Projects The bond will fund the following specific projects:

- Construction of Fire Station 266
- Purchase of new firefighting and emergency medical equipment to address capital replacement deficiencies

Financial Details Through our collaboration with Stifel, SFMD will determine the total bond amount, allocate funds, and assess the impact on taxpayers. Additionally, Stifel will offer a comprehensive roadmap for the entire project, from planning to completion.

Benefits This bond will bring numerous benefits to our community, including enhanced public safety through improved facilities and equipment for emergency services.

Financial Impact(s)/Budget Line Item None

Motion by Director Shawn Kurian for partnering with Stifel Public Finance for November 20, 2024.

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

6. Discussion and possible approval to change the January, 2025, Board Meeting Date.

Consideration and possible approval of changing the January Board Meeting date to Tuesday, January 14th, 2025.

Motion by Clerk Connie VanDriel to approve changing the January Board Meeting date to Tuesday, January 14th, 2025.

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

7. Discussion and possible of approval of an appointment to a vacant PSPRS Pension Board seat.

Motion by Clerk Connie Van Driel to approve of Alena Sampson to the vacant PSPRS Pension Board seat.

Seconded by Director Shawn Kurian
Vote 3 ayes, 0 nays, MOTION PASSED

8. Senior Leadership Team Reports

Fire Chief Report

- WFCW WUI Discussion
- Trauma CE
- Labor/Management

- CALSC, AFSI, FC Forum, Ops
- Audit Interview
- Trunk or Treat Halloween Event Costume Judge
- AFCA Presidents Forum
- Pre-promo process
- FS266 Financial Meeting
- State (DEMA) EOC ESF-4 Representative
- Battalion Chiefs Academy Leadership Discussion/Presentation
- Capital Replacement Plan
- Physical
- Chamber of Commerce Veterans Day Tribute
- Professional Development Discussions
- Legislative Agenda Discussion (AFDA & PFFA)
- DHS Director & Staff

Emergency Services

- R266 Operational Conversation
- One Thing Meeting
- Active Assailant Command Table Top Exercise
- NERIS online presentation
- One on one meeting with chief officers
- Pre-Promotional Process discussion
- LDD Pre-event meeting
- Special Event Task Force monthly meeting
- Positively AJ
- AFDA Board Meeting
- Capital Replacement Plan Meeting
- Central Arizona Life Safety Council (CALSC)

Significant Incidents

Date	Incident	Response	Outcome
11.10.24	S. Geronimo and E. 34 th Ave	E261, T261, E217, M264, U251, M263, Bc261	Crews on the scene reported a debris fire exterior to the structure. While making access, SFMD crews found a PCSO officer performing CPR on a resident who appeared to have been attempting to extinguish the fire with a garden host. Pt. was treated and transported to Banner Goldfield
11.19.24	2&1 medical US60 and Idaho.	L264, E263, M262, E261, M263, BC261	Vehicle accident with 4 patients. 2 delayed patients were transported to Banner Baywood and 2 INA patients.
11.19.24	2&1 medical US60 and Superstition Mtn	L264, M264, E261, E263, E265, BC261, M263, M261	Vehicle accident involving rollover. 3 patients total, 2 delayed and 1 INA. Delayed patients transported to Banner Baywood.
11.19.24	Working Fire S San Marcos	E263, LT263, E261, E217, BC261, BC202, E262, L219, M262, U202, T261	Crews on the scene of a working fire on the east side of the residence. Heavy fire on the back patio extending up the eaves to both gable ends of the home. With an extension interior. Transitional attack performed. Quick knockdown to exterior an interior fires. Fire control. 3 occupants and 2 cats displaced. SFMD worked with the Red Cross to assist residents. No FF or civilian injuries.

Date	Incident	Response	Outcome
11.19.24	Working fire – Teepee and Idaho	E262, E263, M261, U251, E213, E216, L264, BC202, BC261, BC203	2 fully involved residential structures in the framing stage of the build. Defensive fire was declared. 2 water supplies were established, and deck guns and defensive lines were deployed. No FF or civilian injuries. The incident is under investigation

Training

- Bryan Heun completed TRT 200 Certification through Phoenix Fire
- TRT has finished up Block 5 Training consisting of Tower Rescue, Confined Space, and Light Rail
- TRT Year-End Training has begun consisting of Structural Collapse and Trench Rescue
- Completed Active Assailant Command Table Talk Training
- Wrapping up East Valley Ladder Training – Complex Extrication and Stabilization
- Completed two-day CAE Workshop
- Completed one-day CAC Workshop

EMS

- Trauma Lecture CE by Dr Frank Mitchell
- EMS ROCC
- EMS Committee
- EMS CQI
- Ambulance Operations Training
- ImageTrend Senior Leadership Meeting
- Paramedic School Interviews
- Trunk or Treat Unified Command
- Medical Directors Meeting

Transportation Services

- Deferred Compensation Board Meeting, By-Laws review, work session
- R266 Training Meeting
- R266 Operations meeting
- EMS ROCC
- Contexture HIE Webinar
- Meeting with JVG regarding upcoming ARCR
- SFMD and Scottsdale Fire Billing/QA Meeting
- EMS Committee Meeting
- CARE Medical Directors Consortium Meeting
- SFMD CQI Meeting
- EMS ROCC Billing Sub-Committee Meeting
- East Valley Agencies Meeting
- AEMS Education Committee Meeting
- AEMS Functional Group Meeting
- DHS Ambulance Inspection of Unit C-90

Support Services

- Fleet Service completed Ladder Testing
- City of AJ Halloween Festival
- PTES Fall Festival
- City of AJ Mud Run
- Trunk or Treat at AJ First Assembly of God
- Painted Sky Park Grand Opening Event
- Hero Sunday of Honor at Valley Baptist Church
- PTES Veterans Tribute
- Jacobs Ranch Fall Festival
- Veterans Day Parade
- Veterans Tribute at Chamber of Commerce
- First Aid Discussion - AZ Chapter of Women Who Explore
- Special Events Meeting
- Lost Dutchman Days Meeting
- TRWC Check-In Meeting
- Stantec Meeting
- City Fiber Optics Meeting
- Capital Replacement Planning Meeting
- SEPC Meeting
- Physical Completed

Administrative Services

- Wildland Reimbursement Received \$97,964.47
- Arizona Department of Environmental Quality Award
 - 2 MSA Multi-Gas Detector
 - 2 Calibration Cylinders
- Deferred Compensation Meeting
- One Thing Meeting – SFMD Fitness Center
- Pre-Promotional Process Meeting
- NFPA 1582 Firefighter Physicals Complete
- Fire Chief Forum
- Capital Replacement Meeting
- Workers Compensation Quote & Analysis
- UKG Conference (Alena & Lauren)
- 9 Conditional Offer Letters
 - 6 Suppression (attrition & 3 additional headcount) / 3 TSP
- Friendly Reminder – *Fire Chief Evaluation*
 - Executive Session and Presentation in December Meeting

9. New Business / Future Agenda Items

None

10. Announcements / Document Signing

Chief Whitney stated that the Pancake Breakfast will be held at Station 264 on Saturday, December 14, 2024, from 7am-11am.

11. Adjourn

Motion by Director Shawn Kurian to adjourn the board meeting at 6:47 p.m.

Seconded by Clerk Connie Van Driel

Vote 4 ayes, 0 nays, MOTION PASSED

Governing Board Approval:

Board Clerk Connie Van Driel

Appendix B

B. MVR Batch Request Agreement

Submitted By

Alena Sampson, HR Manager

Background / Discussion

Per Policy 1042 – Driver License Requirements, driving records of existing members shall be evaluated annually to confirm that the member has a valid driver license and to review any traffic violations and collisions. This agreement with ADOT gives The District the ability to do a batch request once a year in order to comply with Policy 1042.

Financial Impact/Budget Line Item

None

Enclosure(s)

Government Agency Electronic Data Access Agreement GEN-24-0010910-M





Motor Vehicle Division
Electronic Data Services
15-0731 R03/19
edsgovernment@azdot.gov

Government Agency Electronic Data Access Agreement

Superstition Fire & Medical District
GEN-24-0010910-M

On this 27 day of November, 2024, the undersigned Superstition Fire & Medical District, dba Superstition Fire & Medical District whose principal Business address is 565 North Idaho Road, Apache Junction, AZ 85119 (the "Agency"), hereby enters into this Agreement with the Arizona Department of Transportation, Motor Vehicle Division, (the "Department"), to access specified and authorized electronic data from the Department, pursuant to the terms and conditions set forth in this Agreement. This Agreement is made in accordance with the Federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. §§ 2721-2725 and A.R.S. Title 28, Chapter 2, Article 5, and pursuant to the permissible use(s) allowed in A.R.S. § 28-455, upon the terms, provisions, conditions, and limitations as set forth herein.

1.0 Recitals

1.1. This Agreement provides authorization for Agency to access the Department's specified motor vehicle records and related information pursuant to the federal and state privacy protection statutes set forth above, and in accordance with the permissible uses specified in A.R.S. § 28-455. By entering into this Agreement, Agency hereby requests and receives authorization to access the Department's Motor Vehicles Records Request System to retrieve motor vehicle records information, to consist of the following specific electronic data:

- 1.1.1. 39-month Uncertified Driver License Motor Vehicle Records;
- 1.1.2. 5-year Certified Driver License Motor Vehicle Records;
- 1.1.3. Certified Title & Registration Motor Vehicle Records;
- 1.1.4. Uncertified Title & Registration Motor Vehicle Records;
- 1.1.5. 39-month Uncertified Driver License Batch file;
- 1.1.6. 5-year Certified Driver License Batch file;
- 1.1.7. Title & Registration Batch file;
- 1.1.8. Enhanced Photo Radar Batch file;
- 1.1.9. Driver License Hybrid Batch;
- 1.1.10. Title & Registration Hybrid Batch.

1.2. The parties mutually agree that the Department, which is a government agency of the State of Arizona, collects, maintains, stores and disseminates this electronic data as a statutory function, and that the Department is authorized by A.R.S. §§ 28-455(E) & (J) to disclose this motor vehicle records information for sale and release as is necessary for the public health and safety. The Department conducts this function in its capacity as a government agency, and not in any proprietary capacity.

1.3. The Agency acknowledges that this Agreement is limited to the electronic data and information identified herein and excludes access to the Department's Driver License information segments electronically, in writing or verbally.

1.4. This Agreement establishes protocols for the capability to transmit and/or receive electronic batch file information at the sole discretion of the Department and upon execution of a Batch Specification.

1.5. The parties further mutually agree that the Agency shall provide the Department with written notice no later than the effective date of any other agreement or contract that the Agency executes with any private or commercial company, corporation, partnership or firm; or with any government agency (such as a county or municipal government, or other political subdivision, or any law enforcement agency), under which the Agency will receive directly from such private or commercial company, corporation, partnership or firm, or government agency, or indirectly from any other source, separate or independent access to any motor vehicle records or other data or information of the Department listed in paragraphs 1.0 through 1.1.10.

1.6. At any time in which the Agency contemplates or intends to enter into a separate contractual agreement with any other recipient (whether such recipient is governmental, commercial or private) of motor vehicle records from the Department listed in paragraphs 1.0 through 1.1.10., wherein the Agency would perform services for that recipient entity with respect to, or in connection with, the information contained in such records, the parties mutually intend and the Agency hereby agrees that it shall first, promptly and timely, disclose to the Department its intention to enter into such agreement, and the Agency shall furnish to the Department a copy thereof.

2.0. Definitions

2.1. "Agreement" means this written Agreement between the Department and the Agency, once executed by all parties, along with all mutually agreed written and executed amendments, extensions, and addenda.

2.2. "Authorized User" means an identified individual employed by, contracted by, acting on behalf of, or representing the Agency to perform the activities authorized under this Agreement.

2.3. "AZ.gov", referred to herein as "the Portal," means the single entry point of access to MVD's web-based application authorized under this Agreement.

2.4. "Agency" means the party which has contracted with the Department and has executed this Agreement, including the federal government or any federal department or agency, Indian tribes, this state, any other state, all departments, agencies, boards, courts, commissions and councils of this state or any other state, counties or county governments, elected county sheriffs, assessors, recorders, prosecutors, treasurers, school districts, fire districts, cities, towns, villages, all municipal corporations, all municipal, justice and tribal courts, all municipal elected officials, and any other political subdivisions of this state or any other state.

2.5. "Connectivity" means acquired and maintained transmission of data from an electronic source to and from the Department's servers, applications, and/or interfaces for performing the activities authorized under this Agreement.

2.6. "Contractor" means any vendor or contracted entity authorized by the Agency to implement work resulting from this Agreement.

2.7. "Data Access" Security Level" means the level of access privileges granted to the Agency's authorized users to retrieve the Department's electronic data based upon the Agency's stated eligibility for such data, as outlined in Section 27 of this Agreement.

2.8. "Database" means the varied points of connection to MVD's servers and applications under this Agreement, as well as all data and other electronically stored information therein.

2.9. "Department" means the Arizona Department of Transportation (ADOT), including the Motor Vehicle Division (MVD).

2.10. "Electronic signature" means an electronic sound, symbol or process attached to or logically associated with a document and executed or adopted by a person with the intent to sign the document (A.R.S. §28-440).

2.11. "Electronic transfer of information" means electronic communications, transfer or receipt of any abstract, affidavit, application or application content or information, copy, form, order, report, record or other information prescribed in Arizona Revised Statutes Title 28, Chapter 2, Article 5.

2.12. "Encrypted" means the scrambling of computerized information during or for transmission in order to secure data by using special algorithms for transmission or other purposes.

2.13. "Hybrid Batch Query" means a query initiated by the Agency through the Motor Vehicle Records Request System for Driver Records in which the query is customized by the Agency to deviate from the Standard Driver License Batch Query and for which the Portal Provider will charge an additional convenience fee, as provided in Section 9.1.1.4.

2.14. "Motor Vehicle Record Request System," "MVRRS" or "Portal" means the internet system used by the Portal provider to facilitate the Agency's electronic access to the Department's record information through the **AZ.gov** Web Site.

2.15. "Multiple Records Location" means additional locations where sensitive data will be stored and secured other than the established business address.

2.16. "MVD" means the Arizona Department of Transportation, Motor Vehicle Division.

2.17. "Personal Information" is statutorily defined in A.R.S. § 28-440 and means information that identifies an individual, including but not limited to an individual's photograph, social security number, driver license number, identification number, name, address (exclusive of postal zip code), telephone number and medical or disability information.

2.18. "Portal" means the Arizona Department of Administration's statewide digital government web application that functions as an interactive information and transaction system for Arizona State agencies to access government information and services over the Internet.

2.19. "Portal Provider" means the Arizona Department of Administration and its contractors engaged in providing for the transmission of the Department's record information to its authorized electronic data access customers using their assigned digital government web application.

2.20. "Programming Charge" means the charge assessed by the Department's private contractor (and collected by the Department) who performs the initial setup of the Agency's MVRRS Portal access and batch queries and reporting, as well as performing any changes to such access, query and reporting.

2.21. "Secure location" means an area chosen by the Agency and/or its authorized users to access MVD's electronic data pursuant to this Agreement. This location does not necessarily need to be a segregated or separately enclosed area within the Agency's place of business. However, precautionary and protective measures shall be taken at all times to ensure that the computers used to access MVD's electronic data, database, server, application or interface are accessible only to Agency personnel with assigned user Identifications and passwords. Additionally, all authorized users must shield electronic data from the view of the public and any unauthorized individuals, and shall not provide their logon ID (RACF) to any person or entity not authorized by this Agreement.

2.22. "Security violation" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for an other than authorized purpose, have or receive access or potential access to sensitive personal information in usable form, whether physical or electronic. The term encompasses both suspected and confirmed violations involving sensitive and private information that raise a reasonable risk of harm. This term also includes an unauthorized act or circumstance against any system or data contained with any MVD database, server, application or interface that deviates from the confidentiality, integrity, or availability of Department records pursuant to the Department's applicable policies, procedures, the Driver Privacy Protection Act (DPPA) and the applicable Arizona Revised Statutes (A.R.S.).

2.23. "Standard Driver License Batch Query" means multiple driver license data that are retrieved collectively from the Department's database as a result of a single request. A batch file does not include retrieving one record at a time from a single request.

2.24. "Standard Title & Registration Batch Query" means multiple title and registration data retrieved collectively from the Department's database as a result of a single request. A batch file does not include retrieving one record at a time from a single request.

3.0. Records Access Requirements

3.1. Unless the Agency provides notice as required in sections 1.5 and 1.6, the Agency understands that its exclusive access to the Department’s records is pursuant to this Agreement and may be through the Portal Provider’s MVRRS or another portal authorized by the Department under this Agreement.

3.2. All authorized users shall also create and secure a password in the Portal to retrieve electronic records based on the Agency’s approved data access security level under the terms of this Agreement

3.3. Upon execution of this Agreement between the Agency and the Department, the Agency’s authorized users will be required to provide and use their Agency email addresses that are personally identifiable to them as their assigned user identifications (User IDs) in the authorized Portal. Agency agrees to observe and comply with the Department’s strict prohibition against portal access through the use of shared or group emails, shared or group RACF logon IDs, or the use of an email or Portal User ID assigned to another person, inside or outside of the Agency and the certified user to whom that User ID has been assigned.

4.0. Data Privacy

4.1. The Agency hereby undertakes a duty to protect the personal and private information of all individuals and entities accessed, obtained, stored or captured during the electronic transfer of information using its connectivity to the Department’s Portal, databases, servers, applications or interfaces, and the Agency hereby agrees to maintain the security of the Department’s data and data environment.

4.2. The Agency shall not use its electronic connectivity to the Department’s Portals, databases, servers, applications or interfaces for any purpose other than the permissible use(s) authorized under this written Agreement.

4.3. The Department’s release of data, metadata, and other electronic information to the Agency, and the Agency’s access, disclosure, re-disclosure, dissemination and storage of that information shall be in compliance with Title 28, Chapter 2, Article 5 of the Arizona Revised Statutes, and with the Federal DPPA.

4.4. It is the responsibility of the Agency, and any authorized user acting on the Agency’s behalf, to be knowledgeable of all applicable laws and Department policies and procedures governing access to and use of the Department’s Portal servers, applications, interfaces, security requirements, records, data and metadata. Upon submitting its application to the Department for Portal access, the Agency was provided with the above referenced Department policies and procedures, as well as the applicable law.

4.5. The Department is not an agent of the Agency or its contractors, subcontractors or employees, and the Department bears no responsibility or liability for the decisions or interpretations made by the Agency or its officers, agents, employees, contractors and representatives concerning the duties undertaken by the Agency in this Agreement.

4.6. The Agency, its contractors, subcontractors, agents and employees shall implement and maintain reasonable data security procedures, including taking any appropriate corrective action where warranted; and protecting and safeguarding all electronic data accessed under this Agreement from unlawful use or anyone who knowingly obtains, uses or otherwise discloses personal information from an MVD record for a use not permitted under A.R.S. § 28-455 and 18 U.S.C. § 2721, and anyone requesting the disclosure of personal information who misrepresents their identity or makes a false statement in connection thereto, with the intent to obtain such information in a manner or for a purpose not authorized by law, is subject to civil and/or criminal penalties. A violation of the DPPA or any other applicable federal or state law will cause the immediate termination of this Agreement.

4.7. If the Agency seeks access to a record or information contained therein from MVD for a reason other than that specifically authorized by this Agreement, the Agency must submit a completed hard copy of the Motor Vehicle Record Request form #46-4416 to the appropriate work unit under the Department.

5.0. Security

5.1. The Agency shall provide access to the Department's databases, servers, applications, interfaces, file formats and connection protocols *only* to Agency personnel or contractors whose applications to become authorized users have been approved by the Department and have been assigned a unique RACF logon ID. Logon IDs shall never be used by any person other than the user to whom they were assigned by the Department.

5.2. If at any time the Department believes that an authorized user is utilizing such access in an unauthorized or unlawful manner, the Department reserves the right to immediately suspend or revoke that user's electronic access and/or to terminate the Agency's authorization under this Agreement when circumstances warrant.

5.3. The Agency shall comply with all Department policies, procedures and directives regarding security and electronic access made available to the Agency by the Department during the course of this Agreement, including any future amendments and/or addenda thereto. All Agency officials, managers, employees, contractors and/or subcontractors authorized by the Agency to perform any activities authorized by this Agreement must abide by the same security and access requirements as the Agency. Agency shall be responsible for monitoring such compliance as to all such persons.

5.4. Immediately upon request by the Department, the Agency must disclose in writing any existing or new strategic alliances, partnerships, clients, contracting or subcontracting arrangements that the Agency has which involve the processing, distribution and/or use of the Department's electronic data acquired pursuant to this Agreement.

5.5. The Agency, its officials, agents, employees, contractors, subcontractors and representatives shall not disclose, distribute or utilize personal information in any manner not expressly authorized under applicable laws.

5.6. The Agency shall maintain in a secure manner all hard copy and electronic information accessed through this Agreement. The Agency is required and agrees to encrypt the Department's electronic data prior to, during, and after the electronic transfer of information over external or public computer networks, such as the Internet and the decryption of the Department's electronic data will occur only in a secure environment.

5.7. The Agency shall ensure that all computers and devices permanently or intermittently connected to the Agency's internal network or server must employ a pre-approved rule and/or privilege-based access control system to uniquely identify and authenticate each authorized user. The Agency further agrees that, in its sole judgment, the Department shall at any time review the access control system employed by the Agency to ensure that its implementation will serve in a manner that adequately protects the Department's electronic data from unauthorized access, disclosure, re-disclosure and dissemination.

5.8. The Agency must immediately and electronically report directly to the Electronic Data Services unit of the Department all security and privacy breaches or other incidents where identity was not properly authenticated. These and all incidents requiring possible corrective action shall similarly, and immediately, be reported by the Agency following the Agency's discovery of the potential or real security or privacy incident, at edsgovernment@azdot.gov.

6.0. Equipment/Software/Hardware

6.1. The computer equipment, software and hardware used by the Agency shall be compatible with the Department's databases, servers, applications, interfaces, file formats and connection protocols and must remain compatible.

7.0. Agency Personnel

7.1. The Agency shall notify the Department within 72 hours of any changes to its list of authorized users or their security levels, including but not limited to: all changes to staffing resulting from work reassignments, new-hires, resignations or terminations, all other separations from work, job transfers, or any other change in user status or job assignment.

7.2. The Agency shall also respond immediately to all Department inquiries concerning its list of authorized users.

8.0. Location of Activities

8.1. The building(s) and the area(s) within the building(s) designated by the Agency and/or its authorized users under this Agreement to access the Department’s electronic records must be a secure location, as defined in Section 2.20. Additionally, the Agency’s authorized users must shield the Department’s data from the view of the public and any unauthorized users or other unauthorized persons or entities.

9.0. Cost Recovery Charges

9.1. The Agency shall timely pay to the Department the Programming Charge referenced in section 2.20. The Agency’s payment shall be received by the Department within 15 calendar days of invoicing in order to be considered timely.

10.0. Invoicing

10.1. The Department will generate the Agency’s invoice for the cost recovery charges referenced in section 9.1. and will transmit the invoice to the business contact designated by the Agency on its application or in subsequent written correspondence received by the Department.

11.0. Payment Terms

11.1. The Agency shall make timely payment of all invoices transmitted by the Department, and all such payments under this Agreement, shall be made by check drawn on the Agency’s U.S. bank account.

12.0. Default

- 12.1. Any of the following events shall constitute a material “event of default” by the Agency:
 - 12.1.1. Failure of the Agency to timely pay the Department the Programming Charge referenced in section 9.1. within thirty (30) calendar days of the date the Programming Charge is invoiced to the Agency. In addition, the Department will not permit the Agency or its employees or contractors to access any information covered by this Agreement until full payment of the Programming Charge is made.
 - 12.1.2. Default or failure in the payment or performance of any other responsibility, liability, obligation, covenant or material representation of Agency to Department contained in this Agreement, and the continuance of such default for ten (10) calendar days after written notice to Agency, including but not limited to the following:
 - 12.1.2.1. Breach of any of the certifications, representations or business operating requirements made by, imposed on or undertaken by Agency herein, including but not limited to:
 - 12.1.2.2. incomplete, false or deceptive information included on the application submitted by the Agency to the Department to obtain this Agreement;
 - 12.1.2.3. failure to establish or maintain a secure physical and software data environment for the handling of the records and data accessed under this Agreement;
 - 12.1.2.4. failure of Agency management or employees to assure that all data access requests made under this Agreement are made through an individualized email account for each Agency user, rather than an Agency “group” or shared email address or “group” or shared logon ID;
 - 12.1.2.5. failure to timely make any disclosures to the Department required under this Agreement;
 - 12.1.2.6. failure of the Agency to restrict its use of the Department’s Motor Vehicle Records to the permissible use(s) allowed in A.R.S. § 28-455, or
 - 12.1.2.7. other failure of the Agency to comply with the DPPA.
 - 12.1.3. The parties mutually agree that, upon the occurrence of any or all of the material “events of default” provided in this Agreement, the Department may, at its sole election, declare the Agency to be in default under this Agreement, by providing the Agency with a written notice or declaration of default, addressed to the designated Business Contact for the Agency.

12.1.4. It shall not be necessary for the Department to resort to legal or judicial process to seek a court order declaring the Agency's default.

13.0. Remedies after Default

13.1. Upon a material "event of default" of the Agency, the Department shall have the right to exercise any one or more of the following remedies, individually or cumulatively:

13.1.1. To declare the entire amount of unpaid Programming Charges and other obligations, if any, hereunder immediately due and payable, without written notice or further written demand to the Agency or its Registered Agent.

13.1.2. To sue for and recover all unpaid Programming Charges referenced in Section 9.1., along with interest thereon at the legal rate and reasonable attorney fees, and all other payments and damages then accrued or thereafter accruing.

13.1.3. To suspend, terminate, revoke, inactivate or declare delinquent the Agency's MVRRS access, or the access of any of the Agency's officials, employees or contractors, which action(s) shall not deprive Department of the right to receive all unpaid Programming Charges due and owing or to accelerate the payment thereof.

13.1.4. To immediately terminate this Agreement and to be free of any further obligations under this Agreement;

13.1.5. To pursue any remedy, or cumulative remedies, at law or in equity.

14.0. Duration / Term

14.1. This Agreement, which supersedes any previous Agreement entered into between the parties, shall commence upon approval by the ADOT MVD Director and execution by both parties. Except as otherwise specified in writing by the Department, this Agreement shall thereafter continue in effect for a term of one (1) year, unless previously terminated or canceled as provided herein. Upon expiration of this one-year period, the parties may mutually agree to extend the term of this Agreement up to four (4) times for another one year each time by entering into a "Joint Letter of Renewal."

15.0. Termination Provisions

15.1. Either Party may terminate this Agreement for cause or convenience upon thirty (30) calendar days prior written notice to the other Party as provided in Section 16.0. The Department reserves the right to terminate this Agreement at any time, without prior notice, if it determines that the public interest or safety so requires, and the exercise of such right shall be without penalty and without recourse against the Department by the Agency or any of its contractors or customers. This Agreement is also subject to termination by the Governor of Arizona pursuant to A.R.S. §38-511.

15.2. Except as otherwise directed by the Department, upon receipt of a notice of termination and to the extent specified in such notice, the Agency shall:

15.2.1. Immediately cease all activities previously authorized under this Agreement, including but not limited to submitting, requesting, accessing, receiving or retrieving any Department records and data covered by this Agreement.

15.2.2. Submit no further requests or queries for any of the Department's motor vehicle records or other information under this Agreement;

15.2.3. Ensure that its continued use of any records or motor vehicle information obtained prior to the effective date of termination is restricted solely to the use(s) authorized by this Agreement and by applicable law.

15.3. In case of a violation by the Agency or an authorized user of a law or regulation that is substantially related to this Agreement, the Department may, at its election, immediately terminate the Agreement.

16.0. Contact Persons

16.1. The Agency shall designate, in writing, on a form prescribed by the Department, a minimum of two Business Contact persons, one of whom must be an officer or manager of the Agency, who shall possess, at a minimum, the authority to communicate and respond on behalf of and to answer for the Agency with respect to this Agreement.

16.1.1. The designated Business Contact persons shall approve, by their signature, all of the Agency's applications for individual user access under this Agreement.

16.1.2. The designated Business Contact persons shall monitor the use of individual email addresses for each authorized user within the Agency.

16.1.3. The designated Business Contact persons shall maintain responsibility for retaining and securing the records required under this Agreement, including but not limited to the Motor Vehicle Record Access Log, the Multiple Records Location, and all other Agency records documenting problem resolution and notification of procedural changes.

16.2. The Agency shall assign a qualified information technology (IT) person who possesses, at minimum, the knowledge and authority to communicate and respond on behalf of and to answer for the Agency with respect to this Agreement, as provided in this section. The Agency's designated IT person shall communicate and cooperate with the Department's designated IT team(s) and to accept responsibility for technical resolution and troubleshooting of the following concerns:

16.2.1. connectivity methods and problems, including equipment problems;

16.2.2. abends on batch files;

16.2.3. erroneous and duplicate files;

16.2.4. file retrieval that does not match the requested batch;

16.2.5. requested credits for 'No Record Found' queries and duplicate or erroneous batches;

16.2.6. file format problems;

16.2.7. conforming any Agency changes of Internet Protocol (IP) and servers to the Department's requirements; and

16.2.8. maintaining compliance with the Department's required standard technical operating procedures affecting the receipt and delivery of the Department's file formats.

16.3. In connection with the above requirements, the Agency shall provide the Department with a written statement of the Business Contact(s) and Information Technology Contact(s) identities, job titles and contact information, as well as a brief written statement confirming the authority of that/those person(s) to perform all of the duties required under this Agreement. The Department will provide the Agency with a form for the Scope of Authority Letter.

16.4. The Agency shall notify the Department in writing within two business days of any change in its designated Business Contact(s) or Information Technology Contact(s) and/or their scope of authority.

17.0. Notification Provisions

17.1. All required notices or notifications to the Department may be delivered by email, by fax, or by U.S. mail, postage prepaid, and addressed as follows:

Motor Vehicle Division
Electronic Data Services
P.O. Box 2100, Mail Drop 502M
Phoenix, AZ 85001
Phone: 602-712-7235
Fax: 602-712-3145
Email: edsgovernment@azdot.gov

18.0. Audit/Inspection

18.1. The Agency understands and agrees that all records required under this Agreement shall be subject to audit and inspection by authorized representatives of the Department or by any law enforcement agency at all times during the term of this Agreement, and for a period of five (5) years thereafter.

18.2. If the Department determines that an on-site audit or inspection of the Agency is necessary, the Department may require the Agency to pay for the auditors’ travel expenses and per diem in an amount equal to the Arizona Department of Administration (ADOA) reimbursement rates for travel and per diem as authorized by A.R.S. Title 38, Chapter 4, Article 2 and Sections II-D of the Arizona Accounting Manual prepared by ADOA.

18.3. At the Department’s sole discretion, the Agency shall be required to retain a pre-approved independent professional organization to audit or assess the adequacy of the Agency’s information technology security procedures, including the methods and practices employed in the processing and use of the Department’s data.

18.4. Upon such assessment, a written report of the results of each audit or assessment shall be provided to the Department within thirty (30) calendar days of its completion. The Agency shall have an audit or assessment performed based on a frequency specified by Department and shall not, without the express written approval of the Department, discontinue or modify this schedule. The Agency shall also pay any and all costs associated with such audits or assessments.

18.5. If any deficiencies are identified as a result of an audit report or assessment under this section, the Agency agrees that it will promptly take any and all corrective measures necessary to resolve such deficiencies. Within thirty (30) calendar days of the issuance of the audit report or assessment, the Agency shall also provide the Department with a written corrective action plan which, in the Department’s sole judgment, adequately describes the steps the Agency has taken (or will take) in order to fully resolve each and every deficiency identified in an audit.

18.6. The Department reserves the right to immediately revoke the Agency’s system and data access privileges and terminate this Agreement in its entirety if the Agency fails to allow or fully cooperate in an audit.

19.0. Compliance

19.1. The Agency shall comply with all of the requirements, terms and conditions set forth in this Agreement, together with all applicable federal and state statutes and regulations. The Agency shall also comply with all relevant Department policies, procedures and directives made available to the Agency by the Department during the course of this Agreement. Those policies include but are not limited to the restrictions against any authorized user knowingly accessing or modifying any data or records pertaining to themselves, spouses or other family members, as well as co-workers.

19.2. All Agency officials, managers and employees, contractors, subcontractors, vendors and users authorized by the Department shall immediately report to the Department all security and privacy Incidents requiring possible corrective action immediately following the discovery of the potential or real security and privacy incident.

19.3. A security and/or privacy incident shall be defined as any event potentially or actually having an adverse effect on the security, integrity or access to the Portal, the usernames or passwords used to access the Portal, and/or the data made available to the Agency under this Agreement, such incidents occurring either before, during or after the Agency or its authorized users extract or access any data under this Agreement.

19.4. All Agency officials, managers, employees, contractors, subcontractors, vendors and users authorized by the Department shall be held to the same compliance standards, and a failure by any such persons to adhere to or comply with all requirements and provisions of this Agreement will be deemed a failure on the part of the Agency.

19.5. If the Agency fails to comply as provided above, the Department reserves the right to take any corrective action that it deems necessary and appropriate, including, but not limited to, the suspension or revocation of the Agency's or any user's account privileges, or termination of this Agreement in its entirety.

19.6. The Agency, its officials, contractors, subcontractors, vendors, authorized users, as well as any users enabled by the Agency but not unauthorized by the Department, shall bear the cost of all claims, judgments, legal fees, attorney fees, and associated customer and citizen notifications and remediation costs because of a security and/or privacy incident or other loss of data that is directly attributable to the Agency's performance, conduct, misconduct or nonfeasance under this Agreement. The Department reserves the right to participate in and/or to defend claims against the Agency related to services and deliverables associated with this Agreement, but undertakes no obligation, commitment or promise to do so.

19.7. The Agency shall implement and maintain reasonable procedures, including taking any appropriate corrective action, to protect and safeguard from unlawful use or re-disclosure of all personal information as defined by A.R.S. §§ 28-440 and 44-7501 or their successor sections. The Agency shall immediately notify the Department of any security breach, hack, inadvertent release of data or other similar incident in accordance with the terms of this Agreement.

19.8. If officers, employees or contractors of the Agency fail to secure, or if they release or disseminate personal information or other data which results in a breach of privacy, identity theft or other compensable loss to one or more victims, the Department may require the Agency to facilitate, participate in and/or pay for appropriate victim notification and restitution.

19.9. Nothing in this section or in this Agreement shall be construed to require the Department to monitor or police the Agency's secondary dissemination of motor vehicle records, information or any other data accessed under this Agreement.

20.0. Liability

The Agency agrees that it shall be solely responsible and liable for any and all claims, losses, demands or judgments, including, but not limited to, costs, investigation, expenses and attorney's or witness fees, arising out of the bodily injury or death of any person or damage to tangible or intangible property, reputation or privacy incurred in connection with this Agreement and resulting from any act, negligent or intentional, omission or misconduct by the Agency, its officers, agents, affiliates, employees, contractors, sub-contractors or representatives.

21.0. Indemnity

To the fullest extent permitted by law, the Agency shall indemnify, defend, save and hold harmless the State of Arizona, the Department and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Agency or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity requirement includes any claim or amount arising out of, or recovered under, any Workers' Compensation Law or arising out of the failure of the Agency or any of its subcontractors to conform to any federal, state or local law, ordinance, rule, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Agency from and against any and all claims. It is agreed that the Agency will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the execution of this Authorization Agreement, the Agency agrees to waive all rights of subrogation against the State of Arizona, the Department and its officers, officials, agents and employees for losses arising from the work performed by the Agency for, and under this authorization from, the State of Arizona.

This indemnity clause shall not apply if the Agency or its sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

22.0. Limitation of Liability

The Arizona Department of Transportation (a) makes no warranty, express or implied, with respect to information provided under this Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assumes no liability for any direct, indirect, or consequential damages arising from any use of any part of this Agreement; and (c) assumes no liability for any errors or omissions within the Data Center related to the Electronic Data Access Agreement. Parties hereby waive, relinquish, and release the State of Arizona and the Arizona Department of Transportation from any liability or claim for damage or injury arising from any use of the Electronic Data Access Agreement or any information derived from it.

Without limiting in any way the scope and breadth of the foregoing, the parties acknowledge that the Data Center related to the Electronic Data Access Agreement may contain inaccuracies and that the Arizona Department of Transportation, which provides this information, does not guarantee the accuracy of this information.

23.0. Applicable Law

This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Arizona. Any action, suit, claim or dispute arising under or related to this Agreement, which the parties are unable to resolve informally, shall be brought only in the state or federal courts of Arizona.

24.0. Amendment and Modification

The Agency shall accept any amendment or modification of the Agreement proposed by the Department for reasonable cause, when set forth in writing and deemed necessary by the Department. Upon the amendment of any applicable law, rule or regulation that substantively affects this Agreement, the Department may modify this Agreement to reflect such amendment or change in the law. Any such modification of this Agreement shall be communicated to the Agency in writing, and shall be incorporated herein with the other provisions of this Agreement, which shall otherwise remain in full force and effect.

25.0. Non-Assignability

This Agreement is not assignable or transferable to any other person or entity, whether private or public, in whole or in part, unless the Agency obtains the express, prior written consent of the Department.

26.0. Change in Agency Entity

In the event the Agency undergoes or is the subject of a merger, acquisition, sale, reorganization in bankruptcy, a declaration of insolvency, an assignment for the benefit of creditors, or any other substantial change in the nature, capitalization, ownership, management, identity or name of the Agency, the Agency shall provide the Department with reasonable advance notice of such change. To facilitate the desire of the Department to keep this Agreement updated as to the legal entity, identity and name of the Agency, the Agency hereby agrees that reasonable notice is to be construed as the first date that such change becomes public knowledge. Failure by the Agency to timely provide the notice required in this section shall be deemed sufficient grounds for the Department to immediately terminate this Agreement, along with the Agency’s electronic data access.

27.0. Non-Exclusivity

This Agreement shall not preclude the Department from entering into the same or similar Agreements with other private or public or entities, including those performing identical or similar functions as the Agency in the same or adjacent geographical areas, during the same time periods, and in the same industries, businesses or professions.

RECITALS

I. The Agreement provides authorization for connectivity to MVD’s specified records database(s) by the following Company:

Name of Company: Superstition Fire & Medical District
Doing Business As: Superstition Fire & Medical District
Business Address: 565 N. Idaho Road, Apache Junction, AZ 85119
Mailing Address: 565 N. Idaho Road, Apache Junction, AZ 85119
Telephone Number:(480) 982-4440

II. In accordance with the Federal Driver’s Privacy Protection Act (DPPA), 18 U.S.C. §§ 2721-2725 and A.R.S. Title 28, Chapter 2, Article 5, the Company requests authorization to access MVD’s Driver License Data Base pursuant to the following permissible use(s) allowed in A.R.S. § 28-455: 1

III. In reliance on Recital II, MVD grants the Company authorization to access its Driver License Data Base via MVRRS, and to thereby retrieve Restricted and Non-Restricted information contained in such databases according to the terms and conditions stated in this Agreement between the parties.

IV. All notices to or demands made upon the Company by MVD shall be in writing and shall be delivered in person, by fax, by email, or by U.S. mail addressed as follows:

Business Contact Person:

Name: Alena Sampson
Address: 565 N. Idaho Road
City, State, Zip: Apache Junction, AZ 85119
Phone: (480) 982-4440
Email: alena.sampson@sfind.az.gov

VI. Per this Agreement, the Company is authorized to access the above-referenced database(s) by utilizing the MVRRS application. The Company is authorized to receive:

Driver Database		T&R Database	
<input checked="" type="checkbox"/>	Interactive 39 month records	<input type="checkbox"/>	Interactive uncertified records
<input type="checkbox"/>	Interactive 5 year (certified) records	<input type="checkbox"/>	Interactive certified records
<input type="checkbox"/>	Batch 39 month (uncertified) records	<input type="checkbox"/>	Batch certified records
<input type="checkbox"/>	Batch 5 year (certified) records	<input type="checkbox"/>	Batch uncertified records
<input type="checkbox"/>	Hybrid Batch (uncertified) records		

VII. Per this Agreement and Batch Specifications Attachment, the Company is authorized to access the following batch accounts (insert all that apply):

DL Batch Query

28.0. Waiver and Severability

The Agency agrees that a waiver of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement. If a provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration shall not affect the remainder of the provisions of the Agreement.

29.0. Certification and Signatures

On behalf of the Agency identified below, I hereby request approval of this Agreement with the knowledge and understanding that the Agency must abide by all of its provisions at all times. I hereby certify that all of the information provided by the Agency and/or set forth in the Agency’s Interest Letter, Letter of Scope, Electronic Data Services Government Agency Application, all necessary User Agreements and attachments, and in this written Agreement, is true and accurate, and that any records or information obtained from the Department’s database(s) as a result of the access provided by this Agreement will be used solely for the purpose(s) specified in this Agreement, and for no other purposes.

I further certify that I have the authority to execute this Agreement on behalf of the Agency.

Superstition Fire & Medical District

Motor Vehicle Division

Signature

Alena Sampson

Name Printed

HR Manager

Title

Date

Signature

Richelle Richey

Name Printed

Manager

Title

Date

30.0. Director’s Authorization

On behalf of the Arizona Department of Transportation, Motor Vehicle Division, the authorization requested by Superstition Fire & Medical District pursuant to this Agreement is hereby approved.

Eric R. Jorgensen
Director, Motor Vehicle Division
Arizona Department of Transportation

Date

Appendix C

C. Transfer of funds for the January 1, 2025, Chase Refinancing Bond debt service interest payment

Submitted By

John Whitney, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

Interest Payment

The District has a Debt Service Interest payment of \$27,974.55 due on January 1, 2025, to JPMorgan Chase:

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

Financial Impact(s)/Budget Line Item

\$27,974.55 / Line item 600-60-70550-10

Enclosure(s)

JPMorgan Chase Commercial Loan Invoice 0000000997





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

December 18, 2024

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

Ms. Ashford,

Please accept this letter as Board Authorization to wire transfer funds in the amount of **\$27,974.55** from our Superstition Fire & Medical District Debt Retirement Interest Fund Account #6-11642-1410 for the debt service interest payment due 1/1/2025 and payable to JPMorgan Chase.

Superstition Fire & Medical District

By:

Director

By:

Director

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

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

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

Appendix D

D. Transfer of funds for the January 2, 2025, Certificate of Participation (COP) Bond debt service interest payment

Submitted By

John Whitney, Fire Chief
Anna Butel, Administrative Services Director

Background/Discussion

Interest Payment

The District has a Debt Service Interest payment of \$386,062.02 due on January 2, 2025, to US Bank, which is the fiduciary for the District in relation to interest and principal payments for its Certificate of Participation (COP) bonds:

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

Financial Impact(s)/Budget Line Item

\$386,062.02 / Line item 100-10-53750-10

Enclosure(s)

US Bank Invoice





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

December 18, 2024

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

RE: US Bank Certificates of Participation Interest Payment

Dear Ms. Garcia,

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

- A. **\$386,062.02** from our Superstition Fire & Medical District General Fund Account #6-11642-1001 for the debt service interest payment due 01/02/2025 payable to US Bank.

Superstition Fire & Medical District

By:

Director

By:

Director

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

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

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

Appendix E

E. Purchase of New CF-33 MCTs

Submitted By

Assistant Chief Richard Mooney

Background/Discussion

The Superstition Fire & Medical District is replacing our out-of-warranty MCTs, which have been in service for 8 years. Management and the Labor Group (Apparatus Committee) collaborated on selecting the CF-33. The MCTs were scheduled for replacement last year and have become too expensive to maintain in service. We are purchasing 24 MCTs, which will place new MCTs on all front-line fire and ambulance units. We will also have spares. The order also includes docking stations, mounts, warranty, and slide-out locking swing arm.

The MCTs are being ordered through a State Contract and have a 5-year warranty.

Financial Impact(s)/Budget Line Item

The cost of replacing all SFMD MCTs with CF-33s is \$136,121.00.

Enclosure(s)

Quote

Quote: Q-13436

Account: C12780

Contract: NASPO

MNWNC-124, Arizona ADSPO18-183112

Quote Date: 1/12/2024, 12:12 PM

Valid Until: 4/9/2024

Terms: Net 30

PO:

Sales Rep: Ethan Koczka

Email: ethan@mobileconceptstech.com

Phone:

Fax: 281-259-6615

*Send POs to sales@mobileconceptstech.com for processing

Billing Information

Superstition Fire and Medical District
1455 East 18th Ave.
Apache Junction, AZ 85119
US
4809824440

Shipping Information

Superstition Fire and Medical District
1455 East 18th Ave.
Apache Junction, AZ 85119
US

CF-33 Tablets

Qty	SKU	Product Description	Unit Price	Total Price
24	CF-33TZ-0TAM	BSKU, Win11 Pro, Intel Core i5-1245U vPro (up to 4.4GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G MLP31-W, GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Fingerprint (AD), Barcode, Standard Batteries (2), TPM 2.0, Flat, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVC512SSD3Y - 3 Year No Return of Defective Drive, FZ-SVCTPNF3YR - 3 Year Protection Plus Warranty, CF-SVCBIOS1 - Custom BIOS, FZ-SVCFESGEN10 - Mobility Engineering Field Service	\$3,965.00	\$95,160.00
24	CF-SVCPSY5	Public Sector 5th year Service Bundle. Includes 4th and 5th year of Premier Deployment service, 4th and 5th year of HDD no return service, and 4th and 5th year ProPlus warranty entitlement. Prerequisite is concurrent purchase of a 3 year Public Sector bundle model.	\$493.00	\$11,832.00
CF-33 Tablets TOTAL:				\$106,992.00

Mounting and docking hardware

Qty	SKU	Product Description	Unit Price	Total Price
3	C-MD-114	Havis: 11in Slide Out Locking Swing Arm - Front access control lever allowing for easy operation of entire arm rotation, and offering ergonomically supreme function - 360 degrees of smooth rotation for ideal computing device viewing angles from both the driver and front passenger seats	\$169.53	\$508.59

Qty	SKU	Product Description	Unit Price	Total Price
17	C-UMM-103	Havis: Universal Monitor Mount Assembly - Universal monitor mount assembly - Quick-release knob to fold closed for storage	\$73.28	\$1,245.76
20	H-33-TVD0-L-LND	Havis Lite Tablet Vehicle Dock (no pass) for the CF-33 tablet only. Includes LIND Power Supply. USB (6), Serial, LAN (2). Features two front USB ports for easy access. Not compatible when tablet is equipped with Quick-release SSD.	\$872.00	\$17,440.00
Mounting and docking hardware TOTAL:				\$19,194.35

Freight	\$0.00
Freight Type	Best Way
Estimated Sales Tax	\$9,934.65
Total	\$136,121.00

Terms & Conditions

- Any refunds, for any reason (including cancellations), if payment was made with American Express, refund will be less 4% American Express merchant processing charge
- All shipments are FOB Destination, Freight Prepaid & Add, unless using customer shipping account, if freight not shown on quote, it will be added to Invoice
- Payment must be made in U.S. dollars
- Pricing and quantities are subject to change
- Mobile Concepts Technology reserves the right to substitute products of equal or greater specifications
- Invoices are subject to late payment charges of 18% per year computed monthly after due date
- All products are sold "AS IS"
- No credit allowed for goods returned without prior approval
- ALL RETURNS MUST BE ACCOMPANIED BY A RETURN MATERIAL AUTHORIZATION NUMBER AND ARE SUBJECT TO A 20% RESTOCKING/HANDLING FEE; IF A SPECIAL ORDER PART, ADDITIONAL VENDOR RESTOCKING/HANDLING FEES MAY APPLY
- Claims for loss or damage in shipment must be made to the carrier by the Customer. All others must be made to Mobile Concepts Technology within 2 days of receipt of goods. All goods shipped at the buyer's risk
- All product and services on this invoice will remain the property of Mobile Concepts Technology and will be fully encumbered until full payment has been remitted
- Terms orders are based on payment being made via Check, ACH, or Wire. If a Credit Card is presented as payment for a Net Terms Invoice, an administrative fee of 3.5% plus \$25 will be added to the corrected invoice.

By submitting a signed copy of this sales quote, you can turn it into an official Purchase Order. Ensure that the details in this document meet your specific requirements before signing - no sales order will be generated without that all-important signature!

Account Superstition Fire and Medical District Quote # Q-13436

Quote Total \$136,121.00 Quote Valid Until 4/9/2024

Signature _____ Date _____

Printed Name _____ Title _____

Purchase Order # _____ Terms _____

Billing Contact Information

Contact Name _____

Email _____ Phone _____

Appendix F

F. Renaissance Festival Contract for Fire and Medical Services 2025

Submitted By

Assistant Chief Richard Mooney

Background/Discussion

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

Financial Impact(s)/Budget Line Item

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

Enclosure(s)

Contract





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

CONTRACT FOR FIRE AND MEDICAL SERVICES

THIS AGREEMENT ("Agreement") is entered and made effective as of the 1st day of January 1, 2025, by and between the **SUPERSTITION FIRE & MEDICAL DISTRICT** ("FIRE DISTRICT"), a political subdivision of the State of Arizona and **ARIZONA RENAISSANCE LIMITED PARTNERS**, hereinafter "**RENAISSANCE LIMITED.**"

RECITALS

1. The **FIRE DISTRICT** is a political subdivision of the State of Arizona, charged with the responsibility of providing fire protection and emergency medical services within its boundaries; and,
2. The **FIRE DISTRICT** possesses firefighting and emergency medical equipment and has trained personnel to provide firefighting and emergency medical services; and,
3. The **FIRE DISTRICT** provides both Basic Life Support and Advanced Life Support, emergency medical services (E.M.S.); and,
4. **RENAISSANCE LIMITED** owns certain property located at 12601 E. Highway 60, Gold Canyon, Arizona, 85118 (the "RENAISSANCE PROPERTY"), which is located outside the jurisdictional boundaries of the **FIRE DISTRICT** where **RENAISSANCE LIMITED** operates a **RENAISSANCE FESTIVAL** on certain dates annually each February and March,
5. **RENAISSANCE LIMITED** is not located within the jurisdictional boundaries of any city, town, or fire district and has no fire protection or emergency medical services at this time; and,
6. **RENAISSANCE LIMITED** is familiar with the fire suppression and EMS services provided by the **FIRE DISTRICT** and has contracted with the **FIRE DISTRICT** for EMS services for the duration of the **RENAISSANCE FESTIVAL** over the course of several years and,
7. **RENAISSANCE LIMITED** desires a contract with the **FIRE DISTRICT** for:
 - A. RENAISSANCE FESTIVAL SERVICES: Emergency Medical Services at an advanced life support (paramedic) level, on site at the Renaissance Festival for the year 2023.
 - B. YEAR-ROUND FIRE SUPPRESSION SERVICES: Fire Suppression services at the **RENAISSANCE PROPERTY** for the period of January 1, 2025, through December 31, 2025. Services under this subparagraph B are separate from those described in subparagraph A above.
8. The **FIRE DISTRICT** desires to contract with **RENAISSANCE LIMITED** to provide Fire Suppression and Emergency Medical services upon the terms and conditions as set forth in the Agreement.
9. **RENAISSANCE LIMITED** and the **FIRE DISTRICT** each acknowledge that this contract excludes ambulance transport services.

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

I. **EMERGENCY MEDICAL SERVICES during RENAISSANCE FESTIVAL**

1. The **FIRE DISTRICT** will provide on-site emergency medical services to the property of **RENAISSANCE LIMITED**, located at 12601 E. Highway 60, Gold Canyon, Arizona, 85118.
2. For the purposes of this contract, **On-Site** emergency medical services are defined as follows:
 - A. **Two state-certified Emergency Paramedics** on site from 10:00 (10:00 a.m.) to 19:15 (7:15 p.m.) each of the following days: February 3, 4, 10, 11, 17, 18, 19, 24, and 25, & March 2, 3, 9, 10, 16, 17, 23, 24, 30 & 31, 2025.
 - B. **Two state-certified Emergency Medical Technicians** on site from 10:00 (10:00 a.m.) to 19:15 (7:15 p.m.) hours each of the following days: February 3, 4, 10, 11, 17, 18, 19, 24, and 25, & March 2, 3, 9, 10, 16, 17, 23, 24, 30 & 31, 2025.
 - C. **One state-certified Emergency Paramedic** is on-site from 08:30 (8:30 AM) to 15:00 (3:00 PM) hours on “School Days”; there are no dates for 2025.
 - D. **One state-certified Emergency Medical Technician** is on-site from 0830 (8:30 AM) to 15:00 (3:00 PM) hours on “School Days”; there are no dates for 2025.
 - E. All emergency medical equipment is required by the State of Arizona to allow personnel to function as Advanced Life Support providers.
 - F. Radio communications equipment consisting of two VHF hand-held portable radios capable of transmitting and receiving on designated **FIRE DISTRICT** frequencies.
 - G. One motorized cart-type vehicle capable of transporting personnel, equipment, and a patient throughout **RENAISSANCE LIMITED** properties at a cost of \$475 per day.
 - H. Certificates of Insurance for Professional Health Care, Good Samaritan Liability coverage, and Statutory Worker's Compensation for the State of Arizona.
 - I. Copies of the Daily Report Log for all activity conducted by **FIRE DISTRICT** personnel while on site. The Daily Report Log contains the Date, general Complaint, and Aid rendered to each person treated.
 - J. On-site supervision and management of emergency medical service personnel as the **FIRE DISTRICT** deems required to fulfill its contractual obligations.
 - K. When **FIRE DISTRICT** employees are directed to remain on site beyond the contractual hours, an hourly rate of \$320.00 will be paid to the **FIRE DISTRICT** and will be billed in fifteen-minute increments.
 - L. High Volume Demands: High Volume Demands are defined as Two (2) or more patients simultaneously requiring advanced life support care. When a High Volume of Incidents strains the Paramedic provider’s ability to provide adequate care for all patients in his/her charge, the **FIRE DISTRICT** may request the response of a **Superstition Fire and Medical** apparatus/crew for support.

The **Superstition Fire and Medical** crew (*One of the Fire District’s On-Duty crews with additional paramedic providers*) will assist with patient care until such time that “High Volume Demands” have been transported to a hospital or have refused further treatments. When a Superstition Fire & Medical crew is

utilized, a rate of \$312.37 per hour will be paid to the **FIRE DISTRICT**. This cost includes the crew and the apparatus and will be billed in 15-minute increments.

II. **ON-SITE FACILITIES**

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

III. **YEAR-ROUND FIRE SUPPRESSION**

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

IV. **PAYMENT - EMS**

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

- A) **RENAISSANCE LIMITED** agrees to pay: Sixty-Three Thousand, Eight-Hundred and Sixty-Five Dollars and Ninety-Two Cents (\$74,147.50) for Emergency Medical Services at an advanced life support (paramedic) level, on-site at the Renaissance Festival for the year 2023. This includes Two (2) Paramedic level providers and Two (2) EMT Basic level providers each scheduled day, with the exception of School Days. One (1) Paramedic level provider and One (1) EMT Basic level provider will be provided for each School Day. Payments will be provided in three (3) installments of \$24,715.83, which shall be received at the **FIRE DISTRICT** offices on or before February 3, March 3, and April 1, 2024.
- B) Any additional charges, as per **section I. 2. K. and I. 2. L.** will be billed to **RENAISSANCE LIMITED** within sixty days of the occurrence and is due and payable within 30 days of receipt at the **FIRE DISTRICT** offices.

V. **PAYMENT YEAR-AROUND FIRE SUPPRESSION SERVICES**

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

- C) Fire Suppression Services for **RENAISSANCE LIMITED** facilities located at 12601 E. Highway 60, Gold Canyon, Arizona, 85118, for the period of January 1, 2025, through

December 31, 2025. **Excluded are Medical Services provided on-site at the Renaissance Festival for the dates and times identified in section I. 2. A through D** for the year 2025. **RENAISSANCE LIMITED** agrees to pay: A Crew Rate of Two Hundred and Eighty-five Dollars and ninety cents (\$312.37) per crew per hour (billed in fifteen-minute increments) for incidents on Renaissance Property when the **FIRE DISTRICT** is summoned. An additional Apparatus Rate will be billed per hour (billed in fifteen-minute increments) for the apparatus assigned to each crew. The billable Apparatus Rate is based on apparatus type as per **Schedule A** below.

Schedule A: Apparatus Rate by type

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

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

VI. **CODE ENFORCEMENT**

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

VII. **INDEMNIFICATION**

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

VIII. **CANCELLATION**

Either party may terminate this contract by giving thirty (30) days written notice to the other party of the intent to cancel the Contract.

IX. **NOTICES**

❖ Notices to the **FIRE DISTRICT** will be delivered to:

SUPERSTITION FIRE & MEDICAL DISTRICT
Attn: Fire Chief
565 North Idaho Road
Apache Junction, Arizona 85119

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

RENAISSANCE LIMITED
Attn: Jeff Siegel
12601 E. Highway 60
Gold Canyon, Arizona 85118

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

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

X. **INTEGRATION**

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

XI. **CHOICE OF LAW**

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

XII. **INSPECTION**

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

XIII. **EMERGENCIES**

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

XIV. **EFFECTIVE DATE**

THIS CONTRACT shall be effective from January 1, 2025, to December 31, 2025.

XV. **INDEPENDENT CONTRACTOR**

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

LIMITATION OF BENEFICIARIES. This Agreement shall not operate to make any person or entity not a party hereto a beneficiary hereof.

XVI. **INSURANCE.** **RENAISSANCE LIMITED** shall provide, maintain, and/or cause its subcontractors to provide and maintain reasonable and appropriate insurance. In no event shall the total coverage provided by **RENAISSANCE LIMITED** be less than the minimum insurance coverage specified in, and in accord with, the following:

1. Comprehensive general liability insurance written on an occurrence basis with a minimum combined single limit of one million dollars (\$1,000,000) for each occurrence.

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

XVII. TERMINATION OF AGREEMENT

1. This agreement is subject to the cancellation of conflict of interest without penalty or further obligation as provided by A.R.S. §38-511.
2. Non-appropriation: This Agreement shall be subject to available funding for SFMD, and nothing in this Agreement shall bind SFMD to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
3. The FIRE DISTRICT may terminate this agreement for cause. In the event of such termination, the **FIRE DISTRICT** will provide five (5) days advance written notice to **RENAISSANCE LIMITED**; such notice shall be effective upon mailing; such termination shall be effective at 5:00 p.m. upon the fifth day following mailing; "cause" shall include, but not be limited to failure of **RENAISSANCE LIMITED** to diligently pursue, and fulfill in a timely and proper manner, **RENAISSANCE LIMITED's** obligation under this Agreement;
4. In addition, the **FIRE DISTRICT** may immediately, and without notice, terminate this agreement upon the lapse of any insurance coverage required of **RENAISSANCE LIMITED** under this Agreement.

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

ARIZONA RENAISSANCE LIMITED PARTNERS, an Arizona Limited Partnership,

SUPERSTITION FIRE & MEDICAL DISTRICT
a political subdivision of the state of Arizona

By: _____

By: _____

Mike Ewert, Director of Operations
Arizona and Carolina Renaissance Festivals

Chairperson of the Fire Board

ATTEST:

By: _____

Clerk of the Fire Board

ADDENDUM TO AGREEMENT

(PROFESSIONAL SERVICES)

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

1. Termination: SFMD may terminate this Agreement pursuant to the provisions of A.R.S. §38-511. **Remove**
2. Limits of Liability: Notwithstanding any provision or proposal to the contrary, the Vendor’s liability shall not be limited to the amount of its fees, but instead, the Vendor shall be liable for any damages as a result of Vendor’s breach of Agreement or negligent acts or omissions.
3. Indemnification: To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless SFMD, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Agreement by the Vendor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Vendor may be legally liable.
4. Non-Discrimination: The vendor warrants that it complies with any state and federal laws, rules, and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The Vendor shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.

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

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

5. Third Party Antitrust Violations: Vendor assigns to SFMD any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Vendor toward fulfillment of this Agreement.
6. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
7. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.
8. Relationships: In the performance of the services described herein, the Vendor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Vendor.
9. Subcontracting: The Vendor may not assign this Agreement or subcontract to another party for the performance of the terms and conditions hereof without the written consent of the SFMD, which shall not be unreasonably withheld.
10. Interpretation: This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between and has

been reviewed by each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one-off, the parties hereto.

11. Governing Law: This Agreement shall be construed and interpreted under the laws of Arizona.
12. Arbitration: To the extent permitted, the parties agree to resolve any dispute arising out of this Agreement by arbitration, making use of the Uniform Rules of Arbitration as adopted by the State of Arizona.
13. Insurance: The Vendor shall purchase (and maintain) from a company or companies lawfully authorized to do business in Arizona such insurance as will protect the Vendor and SFMD from claims set forth below, which may arise out of or result from the Vendor's operations under the parties' Agreement and for which the Vendor may be legally liable, whether such operations be by the Vendor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. claims under Workers' compensation, disability benefit, and other similar employee benefit acts which are applicable to the Work to be performed; (the Vendor and all subcontractors of the Vendor, on request, shall furnish to SFMD duly executed forms as prescribed by the Arizona Industrial Commission showing that Workmen's Compensation and Occupational Disease Insurance is in full force and effect);
 - b. claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees;
 - c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor's employees, where attributable to Vendor's act or omission;
 - d. claims for damages as a result of personal injury, whether or not arising out of the employment with the Vendor;
 - e. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - f. claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle; and
 - g. claims involving the Vendor's obligations of indemnity under the parties' agreement.

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

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

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

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

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

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

By: _____
Board Chairperson

ATTEST:

Board Clerk

VENDOR

By: _____

Name: _____

Its: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K INSURANCE GROUP, INC. P.O. BOX 2338 FORT WAYNE, IN 46801	CONTACT NAME: EVENTS & ATTRACTIONS
	PHONE (A/C, No, Ext): 800-553-8368 FAX (A/C, No): 260-459-5624
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED ARIZONA RENAISSANCE LTD PARTNERSHIP CAROLINA RENAISSANCE LTD PARTNERSHIP 12601 EAST HWY 60 APACHE JUNCTION, AZ 85118	INSURER A: MARKEL INSURANCE COMPANY 38970
	INSURER B: MARKEL AMERICAN INSURANCE COMPANY 28932
	INSURER C: NATIONAL CASUALTY COMPANY 11991
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: C165972

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIMITS - \$1,000,000/\$1,000,000 AGG GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MKP0000500838301	5/30/2024 12:01 AM	5/30/2025 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 BODILY INJURY TO PARTICIPANTS NC PROFESSIONAL LIABILITY
A	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MKA0000500838401	5/30/2024 12:01 AM	5/30/2025 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			MKX0000500838501	5/30/2024 12:01 AM	5/30/2025 12:01 AM	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCC331932A	1/1/2024 12:01 AM	1/1/2025 12:01 AM	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	PARTICIPANT ACCIDENT						AD&D Primary Medical Excess Medical Weekly Indemnity

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF COVERAGE. THE NAMED INSURED SHALL READ AS: ARIZONA RENAISSANCE LTD. PARTNERSHIP DBA ARIZONA RENAISSANCE FESTIVAL; JEFFREY SIEGEL; HISTORIC FESTIVAL PARK LTD.; ROYAL FAIRE, INC.; CAROLINA RENAISSANCE LTD. PARTNERSHIP DBA CAROLINA RENAISSANCE FESTIVAL; RENAISSANCE PERFORMING ARTS COMPANY; FAIRHAVEN FARMS, LLC; 701, LLC; SUPPLY STUDIO, LLC.

CERTIFICATE HOLDER

SUPERSTITION FIRE & MEDICAL DISTRICT
565 NORTH IDAHO ROAD
APACHE JUNCTION, AZ 85119

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Appendix G

G. 7710 Worker’s Comp Insurance Renewal - Term 1/1/2025 – 12/31/2025

Submitted By

John Whitney, Fire Chief

Anna Butel, Administrative Services

Background / Discussion

Workers' compensation is a form of insurance that benefits employees who suffer work-related injuries or illnesses. It ensures that employees receive medical care and financial support during their recovery period without the need for lengthy legal proceedings.

As our workers’ compensation insurance policy approaches its expiration date, we are pleased to provide our 2025 renewal proposal. The renewed policy will continue to provide comprehensive coverage for work-related injuries or illnesses, ensuring that all employees receive necessary care and support promptly.

Our insurance premium will increase by 4.1% for the upcoming policy period. This adjustment is necessary to maintain comprehensive coverage due to rising industry costs. The increase drivers are additional personnel, payroll step increases, and the inclusion of all public safety employees into the 7710 class rate.

Staff recommends that the Board approve the 2025 renewal insurance quote from 7710 Insurance Company.

2023 Annual Premium	\$303,813
2024 Annual Premium	\$416,925.00
2025 Estimated Annual Premium	\$434,219.00

Financial Impact/Budget Line Item

2025 Workers Compensation Policy \$434,219.00

Enclosure(s)

7710 Insurance Renewal Quote– For Signature



December 4, 2024

Emailed

Chief John Whitney
Superstition Fire & Medical District
john.whitney@sfmd.az.gov

RE: Workers Compensation Renewal Quote
7710 Insurance Company-A-Rated Admitted Carrier
Eff. 12/31/24-25

Dear John,

You will find enclosed the insurance quote for Workers' Compensation from 7710 Insurance Company.

We will need the following to our office by email in order to bind:

- 1. Down Payment of \$36,170.45- Made payable to 7710 Insurance-Invoice is attached for you to mail directly to them. You will be billed in 11 monthly installments of \$36,186.23**
- 2. Please sign & date Request to Bind Coverage form**
- 3. Please sign & date Acord 130**
- 4. Please sign & date Return to Work form**

If you have any questions, please call. 1-888-681-1020 Ext. 2970.

Sincerely,

Cindy Elbert
Cindy Elbert



7710 Insurance Company
1 North Cantey Street, Suite 106
Summerton, South Carolina 29148
844-200-7710

FIRST INVOICE

Date: 11/25/2024
Quote Number: 13244

Invoice#:
Invoice Date: 11/25/2024

Applicant: Superstition Fire & Medical District

565 N. Idaho Road
Apache Junction, AZ 85119

DUE DATE: 12/31/2024

Quote Terms:

Carrier: 7710 Insurance Company
Coverage Type: Workers Compensation
Estimated Payroll: \$12,021,888
Estimated Annual Premium: \$434,219
Taxes & Fees: \$0
Total Policy Cost: \$434,219
Coverage Dates: 12/31/2024 - 12/31/2025
Payment Plan: 12 Equal (8.33% Down)

Make payment payable to and send to:
7710 Insurance Company
Wells Fargo Lockbox
PO Box 856195
Minneapolis, Minnesota 55485-6195

Description	Amount
Down Payment:	\$36,170.45
Policy Surcharges & Fees:	\$0.00
TOTAL DUE TO BIND COVERAGE:	\$36,170.45

Please Note: The Total Due to Bind Coverage is the amount payable at this time.

Acceptance of coverage is demonstrated through deposit payment. If the deposit is not received within 10 days of the due date, it will be assumed coverage was not chosen and the policy will be canceled flat.

Broker/Agency: World Insurance Associates LLC

Workers' Compensation Quote Proposal

Date: 11/25/2024
Quote Number: 13244

Broker/Agency: Wong, Wiatt (5665)/JW & Associates
Insurance Services Inc.

Applicant: Superstition Fire & Medical District

565 N. Idaho Road
Apache Junction, AZ85119

Quote Terms:

Carrier:	7710 Insurance Company
Coverage Type:	Workers Compensation
Estimated Payroll:	\$12,021,888
Estimated Annual Premium:	\$434,219
Taxes & Fees:	\$0
Total Policy Cost:	\$434,219
Coverage Dates:	12/31/2024 - 12/31/2025
Payment Plan:	12 Equal (8.33% Down)

REQUEST TO BIND COVERAGE

If the terms of this quote are acceptable, to bind coverage the broker/agent and insured must complete the following:

Broker/Agent Initials: _____

Requested Effective Date: 12/31/24

Applicant's Company Name: Superstition Fire & Medical

Primary Contact (First & Last Name): _____

Primary Contact Email: _____

Applicant's Signature: _____

(I hereby consent to allow my policy to be electronically transmitted - email/website portal - and I understand that I can request a hard copy at any time)

Please return with the signed Acord 130 and copy of deposit check (if applicable)



WORKERS COMPENSATION APPLICATION

DATE (MM/DD/YYYY)
10/15/2024

AGENCY NAME AND ADDRESS Cindy Elbert Insurance Services Inc 15182 North 75th Ave, Ste 100 Peoria, AZ 85381		COMPANY: UNDERWRITER: APPLICANT NAME: Superstition Fire & Medical District OFFICE PHONE: MOBILE PHONE: MAILING ADDRESS (including ZIP + 4 or Canadian Postal Code) 565 N. Idaho Rd Apache Junction, AZ 85119	
PRODUCER NAME: CS REPRESENTATIVE NAME: OFFICE PHONE (A/C. No. Ext): 602-942-3900 MOBILE PHONE: FAX (A/C. No.): 602-942-4300 E-MAIL ADDRESS: info@AmbulanceInsurance.com CODE: SUB CODE:		E-MAIL ADDRESS: SOLE PROPRIETOR <input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> LLC <input type="checkbox"/> TRUST <input type="checkbox"/> UNINCORPORATED ASSOCIATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SUBCHAPTER "S" CORP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> OTHER: non p	
AGENCY CUSTOMER ID: SUPERST		CREDIT BUREAU NAME: FEDERAL EMPLOYER ID NUMBER: 86-0311208 NCCI RISK ID NUMBER: ID NUMBER: OTHER RATING BUREAU ID OR STATE EMPLOYER REGISTRATION NUMBER:	

STATUS OF SUBMISSION		BILLING / AUDIT INFORMATION	
<input checked="" type="checkbox"/> QUOTE	<input type="checkbox"/> ISSUE POLICY	BILLING PLAN	PAYMENT PLAN
<input type="checkbox"/> BOUND (Give date and/or attach copy)	<input type="checkbox"/> ASSIGNED RISK (Attach ACORD 133)	<input type="checkbox"/> AGENCY BILL	<input type="checkbox"/> ANNUAL <input checked="" type="checkbox"/> monthly
		<input checked="" type="checkbox"/> DIRECT BILL	<input type="checkbox"/> SEMI-ANNUAL
			<input type="checkbox"/> QUARTERLY % DOWN:
			AUDIT
			<input checked="" type="checkbox"/> AT EXPIRATION <input type="checkbox"/> MONTHLY
			<input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/>
			<input type="checkbox"/> QUARTERLY

LOCATIONS		
LOC #	HIGHEST FLOOR	STREET, CITY, COUNTY, STATE, ZIP CODE
		Per attached list

POLICY INFORMATION				
PROPOSED EFF DATE 12/31/2024	PROPOSED EXP DATE 12/31/2025	NORMAL ANNIVERSARY RATING DATE	PARTICIPATING	RETRO PLAN
PART 1 - WORKERS COMPENSATION (States)		PART 3 - OTHER STATES INS	NON-PARTICIPATING	OTHER COVERAGES
PART 2 - EMPLOYER'S LIABILITY		DEDUCTIBLES (N / A in WI)	AMOUNT / % (N / A in WI)	MANAGED CARE OPTION
\$	1,000,000 EACH ACCIDENT	MEDICAL		<input type="checkbox"/> U.S.L. & H. VOLUNTARY COMP
\$	1,000,000 DISEASE-POLICY LIMIT	INDEMNITY		<input type="checkbox"/> FOREIGN COV
\$	1,000,000 DISEASE-EACH EMPLOYEE			
DIVIDEND PLAN/SAFETY GROUP		ADDITIONAL COMPANY INFORMATION		
SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)				

TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES		
TOTAL ESTIMATED ANNUAL PREMIUM ALL STATES \$	TOTAL MINIMUM PREMIUM ALL STATES \$	TOTAL DEPOSIT PREMIUM ALL STATES \$

CONTACT INFORMATION				
TYPE	NAME	OFFICE PHONE	MOBILE PHONE	E-MAIL
INSPECTION	Anna Butel	480-982-4440		anna.butel@sfmd.az.gov
ACCTNG RECORD	same			
CLAIMS INFO	same			

INDIVIDUALS INCLUDED / EXCLUDED									
PARTNERS, OFFICERS, RELATIVES (Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.) Exclusions in Missouri must meet the requirements of Section 287.090 RSMo.									
STATE	LOC #	NAME	DATE OF BIRTH	TITLE/ RELATIONSHIP	OWNER-SHIP %	DUTIES	INC/EXC	CLASS CODE	REMUNERATION/PAYROLL

STATE RATING WORKSHEET

FOR MULTIPLE STATES, ATTACH AN ADDITIONAL PAGE 2 OF THIS FORM

RATING INFORMATION - STATE:

LOC #	CLASS CODE	DESCR CODE	CATEGORIES, DUTIES, CLASSIFICATIONS	# EMPLOYEES		SIC	NAICS	ESTIMATED ANNUAL REMUNERATION/ PAYROLL	RATE	ESTIMATED ANNUAL MANUAL PREMIUM
				FULL TIME	PART TIME					
	7705		Ambulance	24	4			1,880,445		
	7710		FF	99	0			9,165,925		
	8380		Auto Service	4				217,865		
	8411		Volunteers	4				14,700		
	8810		Clerical	14				742,953		
	8868		College/Prof & Clerical Employ							

PREMIUM

STATE:	FACTOR	FACTORED PREMIUM		FACTOR	FACTORED PREMIUM
TOTAL	N / A	\$			\$
INCREASED LIMITS		\$	SCHEDULE RATING *		\$
DEDUCTIBLE *		\$	CCPAP		\$
		\$	STANDARD PREMIUM		\$
EXPERIENCE OR MERIT MODIFICATION		\$	PREMIUM DISCOUNT		\$
		\$	EXPENSE CONSTANT	N / A	\$
ASSIGNED RISK SURCHARGE *		\$	TAXES / ASSESSMENTS *	N / A	\$
ARAP *		\$			\$
* N / A in Wisconsin					
TOTAL ESTIMATED ANNUAL PREMIUM			MINIMUM PREMIUM		DEPOSIT PREMIUM
\$			\$		\$

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIOR CARRIER INFORMATION / LOSS HISTORY

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS						LOSS RUN ATTACHED
YEAR	CARRIER & POLICY NUMBER	ANNUAL PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE
2024	CO: 7710	416,925.00	116			
	POL #.FPWC2300299-02					
2023	CO: 7710	303,813.00	76			
	POL #.FPWC2200196-01					
2022	CO:					
	POL #.FPWC2100083-00					
2021	CO: 7710					
	POL #:					
2020	CO: 7710					
	POL #:					

NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS

GIVE COMMENTS AND DESCRIPTIONS OF BUSINESS, OPERATIONS AND PRODUCTS: MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS.

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	Y / N
1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT?	N
2. DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)	N
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET?	N
4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER?	N
5. IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS?	N
6. ARE SUB-CONTRACTORS USED? (If "YES", give % of work subcontracted)	N
7. ANY WORK SUBLET WITHOUT CERTIFICATES OF INSURANCE? (If "YES", payroll for this work must be included in the State Rating Worksheet on Page 2)	N
8. IS A WRITTEN SAFETY PROGRAM IN OPERATION?	Y
9. ANY GROUP TRANSPORTATION PROVIDED?	N
10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE?	Y
11. ANY SEASONAL EMPLOYEES?	N
12. IS THERE ANY VOLUNTEER OR DONATED LABOR? (If "YES", please specify)	Y

GENERAL INFORMATION (continued)

EXPLAIN ALL "YES" RESPONSES	Y / N
13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS?	N
14. DO EMPLOYEES TRAVEL OUT OF STATE? (If "YES", indicate state(s) of travel and frequency)	Y
15. ARE ATHLETIC TEAMS SPONSORED?	N
16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?	Y
17. ANY OTHER INSURANCE WITH THIS INSURER?	N
18. ANY PRIOR COVERAGE DECLINED / CANCELLED / NON-RENEWED IN THE LAST THREE (3) YEARS? (Missouri Applicants - Do not answer this question)	N
19. ARE EMPLOYEE HEALTH PLANS PROVIDED?	Y
20. DO ANY EMPLOYEES PERFORM WORK FOR OTHER BUSINESSES OR SUBSIDIARIES?	N
21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?	N
22. DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME? If "YES", # of Employees: _____	N
23. ANY TAX LIENS OR BANKRUPTCY WITHIN THE LAST FIVE (5) YEARS? (If "YES", please specify)	N
24. ANY UNDISPUTED AND UNPAID WORKERS COMPENSATION PREMIUM DUE FROM YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISES? IF YES, EXPLAIN INCLUDING ENTITY NAME(S) AND POLICY NUMBER(S).	N

SIGNATURE

APPLICABLE IN TENNESSEE AND VERMONT: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO ANY PARTY TO A WORKERS COMPENSATION TRANSACTION FOR THE PURPOSE OF COMMITTING FRAUD. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

ANY PERSON WHO KNOWINGLY AND [OR]* WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, DC, FL, HI, KS, MA, MN, NE, OH, OK, OR, VT or WA; in LA, ME, TN and VA, insurance benefits may also be denied) * In MD, [OR] replaces AND effective 01-01-2013.

IN THE DISTRICT OF COLUMBIA, WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS, IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

IN KANSAS, ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT.

IN MASSACHUSETTS, NEBRASKA, OREGON AND VERMONT, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, MAY BE COMMITTING A FRAUDULENT INSURANCE ACT, WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

IN WASHINGTON, IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS.

APPLICANT'S SIGNATURE (Must be Officer, Owner or Partner)	DATE	PRODUCER'S SIGNATURE	NATIONAL PRODUCER NUMBER
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Date: November 25, 2024

Account Name: Superstition Fire & Medical District

Authorized consensual Individual Name and Title: John Whitney Chief

CHECK ONE:

- We currently have a Return to Work-Light Duty policy in force. The policy is (written/informal) and the parameters are available for review.
- We are willing to institute a Return to Work-Light Duty policy as instructed by 7710 SHIELD Risk Management, and implement the program effective **45** days post binding of the policy.
- Renewal Policies – We still currently have a Return to Work – Light Duty policy in force.
- We do not have a Return-to-Work policy and are not interested in implementing a program/policy

Signature: _____

Date: _____

We are proud to provide you a quote through 7710 Insurance Company and hope you will read the following information regarding a workers' compensation policy through this Insurance carrier. We look forward to serving you.

PAYMENT OPTIONS:

- 1) ACH (Online) - One time ACH payments can be initiated using the online portal.
- 2) ACH (Auto Withdrawal) – Reoccurring auto draft can be set up online by selecting the Enroll in Automatic Payments option. If this option is selected all payments will be automatically drafted on the due date.
- 3) Check (Mail) - All checks should be made payable to and mailed to Wells Fargo Lockbox, PO Box 856195, Minneapolis, Minnesota 55485-6195

POLICY CANCELLATIONS & OTHER FEES

In cases of non-payment of premium, notice of cancellation will be sent via mail and a \$0 late fee will be applied to your next invoice. If payment is made after the cancellation date, your policy may be considered for reinstatement. Any policy approved for reinstatement will be subject to a \$0 reinstatement fee. If you decide to cancel your policy mid-term, you may be subject to a short rate penalty.

CLAIMS

All claims are managed and administered through a third-party administrator. The claim reporting instructions, as well as provider network information, will be provided at binding.

CUSTOMER SERVICE

Any questions about your policy, billing, coverages, or any other administrative question can be directed to 7710 Insurance Company. Our team is available Monday - Friday, 8:00 a.m. to 5:00 p.m. via email or phone. **Phone:** 844-200-7710
Email: 7710-customerservice@trean.com

AUDIT

At policy expiration, all policies are subject to an audit. The audit will be conducted by a third-party premium audit service. More details regarding the audit will be provided as your policy nears expiration.

Workers' Compensation Quote Proposal

Date: 11/25/2024
 Quote Number: 13244

Broker/Agency: Cindy Elbert Insurance Service

Applicant: Superstition Fire & Medical District
 565 N. Idaho Road
 Apache Junction, AZ 85119

Quote Terms:

Carrier:	7710 Insurance Company
Coverage Type:	Workers Compensation
Estimated Payroll:	\$12,021,888
Estimated Annual Premium:	\$434,219
Taxes & Fees:	\$0
Total Policy Cost:	\$434,219
Coverage Dates:	12/31/2024 - 12/31/2025
Payment Plan:	12 Equal (8.33% Down)

Coverage Information:

Workers' Compensation Coverage: AZ

Employers Liability:

Bodily Injury By Accident	<u>\$1,000,000</u>	Each Accident
Bodily Injury By Disease	<u>\$1,000,000</u>	Policy Limit
Bodily Injury By Disease	<u>\$1,000,000</u>	Each Employee

Required Information to Bind Coverage:

- Signed "Acord 130" Application (must include officer included/excluded information)
- Signed "Request to Bind Coverage" (considered complete with a response in the Policy Preferences Section)
- Copy of Deposit Check payable to Benchmark Insurance Company (if applicable; see deposit invoice for details)

Prior to Binding, Please Confirm the Following:

- Payment Plan per Quote Terms
- Insured's Mailing/Billing Preference (see Bind Coverage form)
- Effective and Expiration Date
- Policy Billing Preference (see Request to Bind Coverage form)

Thank you for the opportunity to provide you this quote. This quote is based on the rating and underwriting information provided to date and can be subject to additional underwriting, pricing, or rating considerations. Please note that premium, fees, and class code eligibility are subject to change based on a complete underwriting process. NCCI may inform us of updated or corrected Experience Rating information causing a change to this client's pricing. If coverage is bound, the policy will be subject to audit. This quote may also be subject to a Safety Services survey and compliance with its recommendations. You have no binding authority for this rate indication.

All bind requests must be submitted to Benchmark Insurance Company.

Quote is only valid through the effective date noted above.

Applicant: Superstition Fire & Medical District
Effective Date: 12/31/2024 - 12/31/2025
Carrier: 7710 Insurance Company

Premium Summary

State	Premium
AZ	\$434,219.00
Total Estimated Annual Premium	\$434,219.00

Applicant: Superstition Fire & Medical District
 Effective Date: 12/31/2024 - 12/31/2025
 Carrier: 7710 Insurance Company

State: AZ

Classification	Code	Location	Exposure	Rate	Premium	Net Rate
Ambulance Service Companies and EMS (Emergency Medical Service) Providers & Drivers	7705	001	1,880,445.00	2.48	\$46,635.00	1.97
Fire Patrol or Protective Corps & Drivers - No Salvage Operations	7710	001	9,165,925.00	5.37	\$492,210.00	4.27
Air Conditioning Systems - Automobile - Installation, Service or Repair & Drivers	8380	001	217,865.00	1.25	\$2,723.00	0.99
Voluntary Personnel	8411	001	14,700.00	2.28	\$335.00	1.81
Clerical Office Employees NOC	8810	001	742,953.00	0.08	\$594.00	0.06
College - Professional Employees & Clerical	8868	001	0.00	0.24	\$0.00	0.19

Total Payroll: \$12,021,888.00

Manual Premium: \$542,497.00

Total Manual Premium					542,497.00
Employer's Liability	0.011000		9812		5,967.00
Total Subject Premium					548,464.00
Experience Modification	1.230000		9898		126,147.00
Total Modified Premium					674,611.00
Schedule Rating	0.750000		9887		-168,653.00
Drug and Alcohol Free Workplace	-0.050000		9846		-25,298.00
Total Standard Premium					480,660.00
Premium Discount			0063		-49,005.00
Expense Constant			0900		160.00
Terrorism	0.010000		9740		1,202.00
Catastrophe (other than Certified Acts of Terrorism)	0.010000		9741		1,202.00
Total Estimated Premium					434,219.00
Total State Cost					434,219.00

Total AZ Premium: \$434,219.00

Applicant: Superstition Fire & Medical District
 Effective Date: 12/31/2024 - 12/31/2025
 Carrier: 7710 Insurance Company

Policy Minimum Premium: \$ 0.00

Proposed Billing Schedule:

Description	Amount	Due Date
First Invoice	\$ 36,170.45	12/31/2024
Installment Bill	\$ 36,186.23	1/15/2025
Installment Bill	\$ 36,186.23	2/15/2025
Installment Bill	\$ 36,186.23	3/15/2025
Installment Bill	\$ 36,186.23	4/15/2025
Installment Bill	\$ 36,186.23	5/15/2025
Installment Bill	\$ 36,186.23	6/15/2025
Installment Bill	\$ 36,186.23	7/15/2025
Installment Bill	\$ 36,186.23	8/15/2025
Installment Bill	\$ 36,186.23	9/15/2025
Installment Bill	\$ 36,186.23	10/15/2025
Installment Bill	\$ 36,186.25	11/15/2025

Installment Fee:

- A \$0 installment fee will be applied to all payments made after first invoice. This fee can be waived by signing up for auto draft online.
- Installment fees apply per state guidelines.
- CA Exception: A \$30 fee will be applied to all payments after first invoice.

Waiver Charges:

- Requests for Waivers of Subrogation will be referred to Underwriting.
- Blanket waivers of subrogation may only be included with the policy when required by written contract.
- All waivers are processed by endorsement. All waivers are subject to review and charges could be revised at final audit.

General Conditions:

- Please note that acceptance of coverage is demonstrated through deposit payment. If the deposit is not received within 10 days of the due date, it will be assumed coverage was not chosen and the policy can be canceled flat.
- This is a proposal for insurance not an insurance policy.
- All coverages are subject to the conditions, terms, and exclusions.
- Coverage does not include volunteers (i.e., those individuals with no payroll associated with them) under the policy.
- This quote and its pricing could differ slightly from the actual issued policy due to rounding or pending state rate changes.
- No backdating of coverage is allowed. If the Request to Bind Coverage is not received on or before the effective date as noted, this quote will be considered expired.
- All owners/officers information contained on the Acord 130 application will be considered factual. It will be the Broker's an/or Insured's responsibility should an error or omission be found at final audit. State specific guidelines may apply and require additional forms.
- Use of wage threshold construction class codes is subject to verification at time of audit and must comply with the laws of the State of California

Appendix H

H. Communications Site Lease Agreement w/EIP Holdings II, LLC

Submitted By

Assistant Chief Richard Mooney

Background/Discussion

The Superstition Fire & Medical District had a lease agreement with EXAC Communications LLC that started in 2001 for the tower at station 262. EIP Holdings II, LLC, recently purchased the tower lease from EXAC Communications and has requested a new lease agreement before it expires. SFMD and EIP Holdings began discussions of a new lease agreement this summer. Both parties agreed upon the new lease rate.

Financial Impact(s)/Budget Line Item

The new agreement would pay SFMD \$2500 per month with 2.5% increases at each adjustment date.

Enclosure(s)

Contract



COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT (the “Agreement”) is made this ____ day of _____, 202__, by and between **Superstition Fire & Medical District**, a political subdivision of the state of Arizona (“Lessor”), and **EIP Holdings II, LLC**, a Delaware limited liability company (“Lessee”).

RECITALS:

A. Lessor and Lessee’s predecessor-in-interest, Exac Communications, LLC, entered into that certain Communication Site Lease Agreement, dated January 23, 2001, as may have been amended (the “Existing Agreement”), whereby Lessor leased to Lessee a portion of Lessor’s Property (as defined herein), which portion is referred to as the Leased Premises and further defined herein.

B. Lessee acquired its interest in the Existing Agreement via that certain Assignment dated July 14, 2023, and recorded in the official records of Pinal County, Arizona, on August 9, 2023, as Instrument No. 2023-058508.

C. Lessor and Lessee desire to replace the Existing Agreement in its entirety on the terms and conditions set forth in this Agreement. From and after the Effective Date, the Existing Agreement shall be of no force or effect and replaced in its entirety by this Agreement.

1. Definitions.

“Agreement” means this Communications Site Lease Agreement.

“Approvals” means all certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises.

“Commencement Date” means the first day of the month following the month in which this Agreement was fully executed.

“Easements” and “Utility Easement” have the meanings set forth in Section 7 of this Agreement.

“Effective Date” means the date this Agreement is fully executed by both Lessor and Lessee.

“Hazardous Material” means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. “Environmental Law(s)” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

“Improvements” means a wireless communications facility, including tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto.

“Initial Term” means a period of five (5) years following the Commencement Date.

“Lease Term” means the Initial Term and any and all Renewal Terms.

“Leased Premises” means that portion of Lessor’s Property measuring approximately _____ square feet (with dimensions of _____ feet by _____ feet) as described and/or depicted on **Exhibit “B”** attached hereto. The boundaries of the Leased Premises may be subject to modification as set forth herein.

“Lessee’s Notice Address” means EIP Holdings II, LLC c/o Everest Infrastructure Partners, Attention: Legal Department, Two Allegheny Center, Nova Tower 2, Suite 1002, Pittsburgh, PA 15212.

“Lessor’s Notice Address” means Superstition Fire & Medical District, Attention: Fire Chief, 565 N. Idaho Rd., Apache Junction, Arizona 85119.

“Lessor’s Property” means the parcel of land located at 3955 E. Superstition Boulevard, Apache Junction, Arizona 85119 and further described on **Exhibit “A”** attached hereto.

“Lump Sum Payment” means an amount equal to six (6) times the then-current annual Rent paid to Lessor at the time the Lump Sum Payment is to be made.

“Renewal Term” means a period of five (5) years commencing upon the expiration of the Initial Term or prior Renewal Term, as the case may be.

“Rent” means the consideration payable by Lessee to Lessor in exchange for the Leased Premises in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month. On the first day following the expiration of the Initial Term (the first “Adjustment Date”), and on the first day following the expiration of each Renewal Term thereafter (each subsequent “Adjustment Date”), the Rent shall increase by an amount equal to two and one-half percent (2.5%) over the Rent payable immediately before the applicable Adjustment Date.

2. Lessor’s Cooperation. During the Lease Term, Lessor shall: (i) reasonably cooperate with Lessee in its efforts to obtain and maintain all of the Approvals, including all appeals; and (ii) take no action that would unreasonably interfere with the Leased Premises or Lessee’s operations thereon. Lessor acknowledges that Lessee’s ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. In furtherance thereof, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits.

Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor’s cooperation, which Lessor hereby agrees to provide. Lessor shall not do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements, the Leased Premises or Lessee’s operations with respect thereto, or cause any of them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be reasonably necessary to obtain and thereafter maintain the Approvals and agrees to be named as the applicant for said Approvals. Lessee agrees that Lessor’s cooperation under this section shall be subject to the following limitations:

- a. Lessee shall bear all costs and expenses associated with obtaining and maintaining the Approvals, including any legal, administrative, application, or other fees incurred in connection therewith;
- b. Lessee agrees to indemnify, defend, and hold Lessor harmless from and against any claims, liabilities, costs, expenses (including reasonable attorneys’ fees and costs actually incurred), damages, liabilities, and controversies of any nature whatsoever, whether known or unknown, arising out of or relating to the securing the Approvals, Lessee’s exercise of the limited power of attorney, or any actions taken by Lessee, its employees, representatives, agents, or consultants in connection therewith, except to the extent caused by Lessor’s negligence or willful misconduct. The foregoing indemnity shall survive any termination or expiration of this Agreement;

- c. Lessor shall not be obligated to execute any documents or take any action that would impose a material financial obligation or legal liability on the Lessor unless such obligation or liability is directly related to Lessor's ownership of the Leased Premises or Lessor's Property.
- d. Lessee shall notify Lessor in writing within five (5) business days of preparing, executing, submitting, filing or presenting any applications, permits, or other documents using the limited power of attorney.

3. **Lease Buyout.** Lessor also agrees to grant a perpetual easement to Lessee over the Leased Premises, instead of a lease, at any time during the Lease Term upon Lessee's sole discretion. In such an event, Lessee shall provide notice to Lessor and shall make a one-time Lump Sum Payment in consideration for said perpetual easement in lieu of paying the Rent. The Lump Sum Payment will be made upon execution by Lessor and delivery to Lessee of all necessary documents to vest the perpetual easement in Lessee.

4. **Lease Term.** Effective upon the Commencement Date, Lessor leases the Leased Premises to Lessee for the Initial Term. The term of this Agreement shall automatically be extended for nine (9) successive Renewal Terms, unless this Agreement is terminated pursuant to the provisions set forth herein.

5. **Rent.** Beginning on the Commencement Date, Lessee shall pay Rent for the Leased Premises.

6. **Leased Premises; Survey.** Lessee shall have the right to have the Leased Premises and Easements surveyed, which, if obtained, shall replace and supersede **Exhibit "B"** attached hereto. The "as-built" survey shall be deemed to be incorporated into this Agreement as **Exhibit "D"** even if not physically affixed hereto. The description of the Leased Premises and Easements set forth in **Exhibit "D"** shall control in the event of discrepancies between **Exhibit "B"** and **Exhibit "D"**.

7. **Easements.** Lessor grants the following easements and rights-of-way in, to, over, under and upon Lessor's Property to Lessee: (i) an easement in, to, over, under and upon such portions of Lessor's Property as is reasonably necessary for the construction, repair, maintenance, operation, replacement, demolition and removal of the facility located or to be located upon the Leased Premises; (ii) an easement in, to, over, under and upon such portions of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals; (iii) an easement in the location described or depicted in **Exhibit "B"**, as may be amended by **Exhibit "D"**, for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; (iv) utility easements (the "Utility Easement") in the location described or depicted in **Exhibit "B"**, as may be amended by **Exhibit "D"**, for the installation, repair, replacement and maintenance of utility wires, fiber, poles, cables, conduits and pipes, provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "D"**, at the sole option of Lessee, Lessor shall grant an easement either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessee and the public utility, (v) easements in, to, over, under and upon the portions of Lessor's Property leased and/or otherwise utilized pursuant to the Existing Agreement and, (vi) easements for a right to install, maintain and replace guy anchors and guy wires, and easements over Lessor's Property extending from each guy wire anchor point to the guy wire attachment point on the tower, as described or depicted in **Exhibit "B"**, as may be amended by **Exhibit "D"** (collectively, the "Easements"). TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its Improvements.

8. **Lessee's Right to Terminate; Effect of Termination by Lessee.** Lessee shall have the right to terminate this Agreement, at any time, without cause, by providing Lessor with one hundred eighty (180) days' prior written notice. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

9. **Use of Property.** The Leased Premises and Easements shall be used for the purpose of constructing, maintaining and operating the Improvements and uses incidental thereto. Lessee may place a security fence, around the perimeter of the Leased Premises. All of Lessee's Improvements shall be constructed and maintained at Lessee's sole expense. Lessee will maintain the Leased Premises in a reasonably safe condition. It is the intent of the parties that none of the Improvements shall constitute a fixture.

10. **Removal of Obstructions.** Lessee has the right to remove and dispose of obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements, except to the extent that the removal and disposal of such obstructions is limited by any applicable laws or regulations.

11. **Birds of Prey.** Lessee, its agents, representatives, contractors, officers, directors, officials, and employees shall at all times during the Lease Term of this Agreement comply with all applicable federal laws and regulations concerning the protection of birds of prey (including raptors, bald and golden eagles, osprey, hawks, etc.), all migratory birds and all endangered species (collectively as "Protected Birds"), including but not limited to the Migratory Bird Treaty Act, the Bald and Golden Eagle Protection Act, and any other relevant law, or legislation now in effect or hereafter enacted. Lessee acknowledges that approvals and permits may be required from the applicable federal agency before undertaking any activity which disturbs Protected Birds. Lessee shall give prompt notice to the Lessor of any Protected Birds on the Lessor's Property or on the Leased Premises.

12. **Hazardous Materials.**

a. **Lessee's Obligation and Indemnity.** Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all reasonable claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee. The foregoing indemnity shall survive any termination of this Agreement

b. **Lessor's Obligation and Indemnity.** Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all reasonable sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee. The foregoing indemnity shall survive any termination of this Agreement

13. **Real Estate Taxes.** Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge.

14. **Insurance.** Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the Lessee's use and/or occupancy of the Leased Premises, including the insurance Lessee is required to obtain as specified in **Exhibit "C"** of this Agreement.

15. **Eminent Domain.** If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and

Easements that will not be taken, in which event there shall be an equitable adjustment in Rent on account of the portion of the Leased Premises and Easements so taken. With either option, Lessee shall have the right to contest the taking and directly file claims against the condemning authority for, and to receive, the value of the portion of Lessor's Property so taken on which the Leased Premises and/or Easements are located, business dislocation expenses and any other award or compensation to which Lessee may be legally entitled.

16. Right of First Refusal. If, during the Lease Term, Lessor receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Leased Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Agreement including receipt of Rent or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's Property of which the Leased Premises is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in the portion of Lessor's Property subject to Lessor's Notice or the Leased Premises or a perpetual easement for the Leased Premises. If the Lessor's Notice is for more than the Leased Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the Leased Premises, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days after the receipt of Lessor's Notice, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessor and Lessee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this section and therefore, Lessee shall have the right to specifically enforce the provisions herein in a court of competent jurisdiction.

17. Sale of Property. If Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part then such sale shall be under and subject to this Agreement.

18. Surrender of Property. Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all of personal property and all of its above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading. If Lessee does not remove such personal property or above ground Improvements within thirty (30) calendar days after the expiration or termination of this Agreement, then Lessor may remove any and all of Lessee's personal property and above ground Improvements without being deemed liable for trespass or conversion and Lessor may store the same at Lessee's sole cost and expense for a period of thirty (30) calendar days, after which the personal property and above ground Improvements will be deemed abandoned if not claimed by Lessee. Lessee shall not be permitted to claim such personal property or above ground Improvements until Lessor has been reimbursed for all costs, losses, damages, and expenses (including reasonable attorneys' fees) associated with Lessee's failure to remove all of its personal property and all of its above ground Improvements from the Leased Premises.

19. Hold Harmless. Lessor and Lessee shall each indemnify, defend and hold the other party harmless from and against any and all claims, actions, demands, losses, costs, claims and expenses, including reasonable attorneys' fees, arising out of (i) the breach of any representation, warranty or covenant of such indemnifying party set forth in this Agreement, or (ii) the use and/or occupancy of the Lessor's Property, the Leased Premises or the Easements set forth by the indemnifying party by such indemnifying party, its employees, contractors, servants or agents, except to the extent arising from the negligence or intentional misconduct of the indemnified party, its employees, contractors, servants or agents. The foregoing indemnity shall survive any termination or expiration of this Agreement.

20. Lessor's Covenant of Title. Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Lessee.

21. **Interference with Lessee's Business.** Lessee shall have the exclusive right to construct, install and operate wireless communications facilities on Lessor's Property and any other properties of Lessor located within a one (1) mile radius of Lessor's Property. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Property for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

22. **Quiet Enjoyment.** Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

23. **Mortgages.** This Agreement, Lessee's leasehold interest and the Easements shall be subordinate to any mortgage given by Lessor which currently encumbers the Leased Premises, provided that any mortgagee shall recognize the validity of this Agreement in the event of foreclosure. In the event that the Leased Premises is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement Lessee, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

24. **Title Insurance.** Lessee, at Lessee's option, may obtain title insurance on the Leased Premises and Easements. Lessor shall cooperate with Lessee's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If Lessor fails to provide the requested documentation within thirty (30) days of Lessee's request, or fails to provide any non-disturbance agreement required in the preceding Section of the Agreement, Lessee, at Lessee's option, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

25. **Limitation on Damages.** Except as otherwise provided in this Agreement, in no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.

26. **Lessor's Waiver.** Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Improvements now or hereafter located on the Leased Premises.

27. **Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be Allegheny County, Pennsylvania.

28. **Assignment, Sublease, Licensing and Encumbrance.** Lessee has the right, at its sole discretion, to assign its interest in this Agreement and to sublease or license use of the Leased Premises, Easements and Improvements. Lessee shall provide Lessor with written notice of any such assignment, sublease, or license within at least ten (10) business days prior to the effective date thereof. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

29. **Miscellaneous.**

a. **Addendum.** The terms and conditions set forth in the Addendum attached hereto as **Exhibit "C"** are incorporated herein and made a part hereof, which terms and conditions Lessor represents are required by law to be included in this Agreement. To the extent the terms and conditions set forth in the attached Addendum conflict with or are inconsistent with any other term of this Agreement, the terms and conditions in the Addendum shall control.

b. Recording. Lessee shall have the right to record a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.

c. Entire Agreement. Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

d. Captions. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

e. Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

f. Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address. Either party may change its notice address by providing notice as set forth herein.

g. Estoppel Certificate. Each party shall, within ten (10) days after request by the other party, execute and deliver to the requesting party a statement certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether, to the responding party's knowledge, either party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each default; and (iii) any other information reasonably requested concerning this Agreement or the Leases Premises

h. Partial Invalidity. If any term of this Agreement is found to be void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to be operative, valid and enforceable to most closely reflect the intent of the parties as expressed herein, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement and the other provisions of this Agreement shall remain in full force and effect.

i. Further Acts. The parties shall perform, execute and/or deliver promptly any and all such further acts and documents as may be reasonably required to consummate and continue to effectuate the transaction contemplated in this Agreement, including but not limited to the execution of any applicable zoning or land use forms, utility easements, and transfer and recordation forms for this Agreement and the transaction contemplated herein.

j. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

k. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

[Remainder of Page Intentionally Left Blank. Signature to Immediately Follow.]

IN WITNESS WHEREOF, Lessor and Lessee, having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

LESSOR:
Superstition Fire & Medical District,
a political subdivision of the state of Arizona

Witness

By: _____
Print Name: _____
Print Title: _____
Date: _____

LESSEE:
EIP Holdings II, LLC
a Delaware limited liability company

Witness

By: _____
Print Name: _____
Print Title: _____
Date: _____

EXHIBIT "A"
Lessor's Property

In the County of Pinal, Arizona

Legal Description:

Parcel/Tax Number: 103-01-0020

Legal Description:

All that tract or parcel of land located in the town of Apache Junction, County of Pinal, State of Arizona, being more particularly described as follows:

Gila and Salt River Meridian, Arizona.
T. 1 N., R. 8 E.,
Sec. 23, NE 1/4 NE 1/4 NE 1/4 NW 1/4;
Comprising 2.50 acres;

EXHIBIT "B"
Leased Premises and Easements

The Leased Premises and Easements are described and/or depicted as follows:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.

EXHIBIT "C"

Addendum to Agreement

1. Termination: Lessor may terminate this Agreement pursuant to A.R.S. §38-511 provisions.
2. Non-appropriation: This Agreement shall be subject to available funding for Lessor, and nothing in this Agreement shall bind Lessor to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
3. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
4. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.
5. Interpretation: This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of, the parties hereto.
6. Arbitration: To the extent permitted, the parties agree to resolve any dispute arising out of this Agreement by arbitration, making use of the Uniform Rules of Arbitration as adopted by the State of Arizona, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration, if any, shall be conducted in the county where the Leased Premises is located.
7. Insurance: The Lessee shall purchase (and maintain) through a program of self-insurance or from a company or companies lawfully authorized to do business in Arizona such insurance as will protect the Lessee from claims which may arise out of or result from the Lessee's operations under the parties' Agreement and for which the Lessee may be legally liable, whether such operations be by the Lessee or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage shall include, (i) professional and general liability of at least one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) aggregate, (ii) Workers' Compensation insurance in amounts required by applicable Laws, and (iii) auto liability of at least one million dollars (\$1,000,000) per occurrence.
8. Termination for Convenience: The Lessor reserves the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the Lessor without penalty or recourse by giving the Lessee at least 30 days' prior written notice. Upon receipt of the written notice, the Lessee shall immediately stop all work (if any), as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the Lessor. In the event of termination under this paragraph, all documents, data, and reports prepared by the Lessee under the Agreement shall become the property of and be delivered to the Lessor upon demand. The Lessee shall be entitled to receive just and equitable compensation for work in progress (if any), work completed and materials accepted (if any) before the effective date of the termination.

APPENDIX I

I. Operative IQ Rebate

Submitted By

Tanner Fox

Background/Discussion

This is a rebate program with Boundtree medical supply. They rebate us the cost of use of the Operative IQ software due to the amount of product we purchase with them. This document renews the rebate for the next 3 years.

Financial Impact(s)/Budget Line Item

\$0.00

Enclosure(s)

Operative IQ Agreement





Operative IQ Licensing Agreement

Customer

Name: Superstition Fire & Medical District

Address: 565 N Idaho Road
Apache Junction, AZ 85119

Company

Bound Tree Medical, LLC

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

This Licensing Agreement (the "Agreement") is hereby entered this day of , 2024 (the "Effective Date") by and between Company and Customer (referred to herein as the "Parties" or "Party").

1. **Scope.** The terms and conditions below represent the terms and conditions under which Company will grant a license to Customer for the Operative IQ Mobile Inventory Management System for Emergency Medical Services (the "Software").
2. **Term.** The term of this Agreement shall become effective as of the Effective Date and shall remain in full force and effective for 3 year(s) after the Effective Date unless otherwise terminated in accordance with the provisions set forth herein.
3. **Grant of Non-Exclusive License.** Subject to the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive irrevocable license to the Software during the Term (the "License").
4. **Licensing Fee.** The fee for each License shall be as specified on Exhibit A, per Contract Year, payable as of the respective Contract Year. For this purpose a "Contract Year" is the twelve (12) consecutive month period beginning on the Effective Date, and each succeeding Twelve (12) month consecutive 12 month period during the Term. If this Agreement ends prior to the end of a Contract Year, the annual License fee will be pro-rated to reflect the number of months in the final Contract Year. The number of Licenses issued under this Agreement is as specified in Exhibit A.
5. **Software Accessories.** Customer may purchase Software Accessories needed to operate the software at the prices specified on Exhibit A and shall be payable at the time of purchase.
6. **Set Up and Training.** Set up of the Software shall be performed by the software developer at the price specified on Exhibit A.
7. **Warranties.** The Software and Software Accessories carry only those warranties made for them by their manufacturers. The duration of the warranty shall extend for the length of time set by the manufacturer. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. **Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES OR NONCONFORMITY OF THE

SOFTWARE AND SOFTWARE ACCESSORIES.

9. **Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
10. **Confidentiality.** Neither Party may disclose the terms and conditions of this Agreement to a third party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous. Neither party will make any press release nor other public announcement regarding this Agreement without the other party's prior written consent except as required under applicable law or by any governmental agency.
11. **Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Company may terminate this agreement at any time upon written notice to the Customer.
12. **Relationship of Parties.** Each Party is an independent contractor of the other. Neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty, or representation, to execute any Agreement, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party, except to the extent specifically authorized in writing by the other Party.
13. **Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part



Operative IQ Licensing Agreement

of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Supplier or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.

- 14. **Notices.** All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and such facsimile must be promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses first specified hereinabove, or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith, to the attention of the Chief Executive Officer. In addition, a copy of any notice to Company must be sent to General Counsel, Bound Tree Medical, LLC, 5000 Tuttle Crossing Blvd., Dublin, OH 43016 (such copy shall not constitute legal notice).
- 15. **Headings.** The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.
- 16. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this

Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Columbus, Ohio.

- 17. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision prohibited or unenforceable in any respect.
- 18. **Waiver of Jury Trial.** CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.
- 19. **Miscellaneous.** Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.
- 20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Company Agreement as of this day of , 2024

Customer

Bound Tree Medical, LLC

By: _____

By: _____

Name: Tanner Fox

Name: Adrienne Morris

Title: _____

Title: _____

*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.



Bound Tree

Exhibit A*

Customer Name: Superstition Fire And Medical District
BTM Customer Number: 104987
BTM Account Manager: Annie Bryant
Rebate Period: 3 Years

Bound Tree Pricing Summary	Year 1	Year 2	Year 3	TOTAL
Inventory & Asset Management Licenses (Qty: 9)	\$3,564	\$3,564	\$3,564	\$10,692
Total Fees Before Rebate	\$3,564	\$3,564	\$3,564	\$10,692

*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.



Customer Rebate Agreement

Customer

Name: Superstition Fire & Medical District
 Address: 565 N Idaho Road
 Apache Junction, AZ 85119

Company

Bound Tree Medical, LLC
 5000 Tuttle Crossing Blvd.
 Dublin, OH 43016

This Rebate Agreement (the "Agreement") is hereby entered this day of , 2024 (the "Effective Date") by and between Customer and Company (referred to herein as the "Parties" or "Party").

1. **Scope.** The terms and conditions below represent the terms and conditions under which Company will pay a rebate to Customer. The terms and conditions of any supply or similar contract executed, between the Parties shall apply to and govern this Agreement, to the extent the terms of that agreement do not conflict with the terms set forth herein. This Agreement shall include Exhibit A hereto, which is incorporated herein by reference.
2. **Eligibility for Rebate.** If the volume of products purchased by Customer from Company during the period of time set forth in Exhibit A (the "Rebate Period") satisfies or exceeds the minimum purchase targets specified in Exhibit A, Customer shall be eligible for a rebate in the amount specified in Exhibit A.
3. **Payment of Rebate.** The rebate is payable (as soon as practicable after the close of the Rebate Period) by credit memo upon calculation and approval of the rebate by Company.
4. **Compliance with Safe Harbor Requirements.** The Parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.
5. **Term.** This Agreement shall commence on the Effective Date and continue for a period of three years unless otherwise terminated in accordance with the provisions set forth herein.
6. **Confidentiality.** Neither Party may disclose the terms and conditions of this Agreement to a third Party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous.
7. **Warranties.** THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE REGARDING PRODUCTS PURCHASED FROM COMPANY AND/OR THE REBATE.

8. **Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.
9. **Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
10. **Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Company may terminate this agreement at any time upon written notice to the Customer.
11. **Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Supplier or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way



Customer Rebate Agreement

arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Columbus, Ohio.

13. **Waiver of Jury Trial.** CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.

14. **Miscellaneous.** Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.

15. **Counterparts.** Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Company Agreement as of this day of , 2024

Customer

Bound Tree Medical, LLC

By: _____

By: _____

Name: Tanner Fox

Name: Adrienne Morris

Title: _____

Title: _____



Exhibit A*

Customer Name: Superstition Fire And Medical District
BTM Customer Number: 104987
BTM Account Manager: Annie Bryant
Rebate Period: 3 Years

Bound Tree Pricing Summary	Year 1	Year 2	Year 3	TOTAL
Inventory & Asset Management Licenses (Qty: 9)	\$3,564	\$3,564	\$3,564	\$10,692
Total Fees Before Rebate	\$3,564	\$3,564	\$3,564	\$10,692

Bound Tree Discount Pricing Summary	Year 1	Year 2	Year 3	TOTAL
Rebate Percentage for Licenses	100%	100%	100%	
Inventory & Asset Management Licenses (Qty: 9)	\$0	\$0	\$0	\$0
Total Fees After Rebate	\$0	\$0	\$0	\$0

Rebate Calculation	Year 1	Year 2	Year 3	TOTAL
Rebate Percentage	100%	100%	100%	
Minimum Purchase Commitment for Rebate	\$208,000	\$208,000	\$208,000	
Rebate Amount	\$3,564	\$3,564	\$3,564	\$10,692

*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.

APPENDIX J

J. ASU PLACEMENT AGREEMENT

Submitted By

Tanner Fox

Background/Discussion

ASU has started a program where nursing students have the opportunity to ride with SFMD units to gain field emergency medical experience. This program is beneficial for both SFMD and ASU. Staff recommends approval of this program.

Financial Impact(s)/Budget Line Item

\$0.00

Enclosure(s)

ASU Agreement



Agreement Details

Enter the contact information for the primary point-of-contact person for this agreement. In most cases, it is generally NOT the authorized signature, but rather the person who can provide details on the internship itself.

SPONSOR DETAILS				ASU DETAILS		
Sponsor Name:				College/School or ASU:		
Type of Agreement:				Program Name:		
(check all that apply)		SPA	Paid SPA	Sponsor's Agrmt.	Addendum	
Agreement Term:		Start Date:		End Date:		
(maximum 5-year period)		MM/DD/YYYY		MM/DD/YYYY		
Street Address 1:				TEL:		
Street Address 2:				URL:		
City/ST/ZIP:						
		City	State			ZIP
Contact Name:						
Title:						
E-mail:						
TEL:						
URL:						

Provide a brief description of the educational opportunity (i.e. what the student will be doing). This description should provide readers with a solid understanding of the academic experience students will receive.

Educational Opportunity:	
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STUDENT PLACEMENT AGREEMENT (Edson College of Nursing and Health Innovation)

This Student Placement Agreement (“Agreement”) is entered into between the **ARIZONA BOARD OF REGENTS** for and on behalf of **ARIZONA STATE UNIVERSITY** for the Edson College of Nursing and Health Innovation, (the “University”), and the “Facility” as of the “Start Date.”

Start Date: _____

End Date: _____

UNIVERSITY:

FACILITY:

Edson College of Nursing and Health Innovation

550 North 3rd Street
Phoenix, AZ 85004

Signature: _____

Signature: _____

Print Name: Nancy Gonzales

Print Name: _____

Date: _____

Date: _____

Title/Authorization: Executive VP and

Title/Authorization: _____

University Provost

1. DURATION

The term of this Agreement shall not exceed five (5) years, commencing on:

Start Date: _____ (“Start Date”) and ending on **End Date:** _____ (“End Date”). This Agreement may be renewed by mutual written agreement.

Notwithstanding the above, either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party, except that to the extent a student is currently participating in an educational experience contemplated by this Agreement at the time of receipt of the termination notice, the parties shall comply with such applicable provisions in the Agreement to allow such student to complete the educational experience provided such completion does not extend beyond one-hundred twenty (120) days from the date of receipt of such notice.

2. GENERAL TERMS

- 2.1. The purpose of this Agreement is to establish a relationship between the University and the Facility to enable an educational experience for students at the Facility's site that may qualify for academic credit at the University as determined by the University.
- 2.2. The University and the Facility will agree on a schedule for student participation at the Facility.
- 2.3. The students' participation should complement the service and educational activities of the Facility. The students will be under the supervision of a Facility employee.
- 2.4. Each student is expected to perform with high standards at all times and comply with all written policies and regulations of the appropriate department of the Facility.
- 2.5. Either the Facility or the University may require withdrawal or dismissal from participation at the Facility of any student whose performance record or conduct does not justify continuance.
- 2.6. Neither the University nor the Facility is obligated to provide for the students' transportation to and from the Facility or for health insurance for any of the students.
- 2.7. A meeting or telephone conference between representatives of the University and the Facility will occur at least once each semester to evaluate the educational program and review this Agreement.
- 2.8. Statements of performance objectives for this educational experience will be the joint responsibility of University and Facility personnel.
- 2.9. Each student is expected to adhere to the Facility's established dress and performance standards.

3. FACILITY'S OBLIGATIONS

- 3.1. The Facility shall appoint an Educational Coordinator who is responsible for coordinating and providing educational activities and opportunities. For graduate students, the Educational Coordinator is responsible for supervision of the students participating under this Agreement. For undergraduate students, the Facility agrees to allow the University faculty the right to participate with the Facility in selecting learning experiences for students participating under this Agreement. As the University nursing faculty may determine from time to time, qualified Facility staff will supervise students performing various skills.
- 3.2. The Facility agrees to submit to the University an evaluation of each advanced practice student's progress. The format for the evaluation is established by the University in consultation with the Facility..
- 3.3. The Facility is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the Facility's employees and agents. The Facility is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University. University students are not deemed to be employees of the Facility by virtue of this Agreement. Upon written request, Facility will furnish University with proper certificates of insurance evidencing compliance with this section.
- 3.4. Nothing in this Agreement is intended to modify, impair, destroy, or otherwise affect any common law, or statutory right to indemnity, or contribution that the University may have against the Facility by reason of any act or omission of the Facility or the Facility's employees and agents.

4. UNIVERSITY'S OBLIGATIONS

- 4.1. The University will provide an administrative framework, including designating a University faculty or other representatives to coordinate scheduling, provide course information and objectives, and assist in advising students.
- 4.2. The University will be responsible for developing and carrying out procedures for student selection and admission.
- 4.3. The University is responsible for the negligent acts and omissions of its employees and agents and maintains insurance coverage through the State of Arizona's Risk Management Division self-insurance program to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement, except as provided for in Arizona law, including Arizona Revised Statutes (ARS) [ARS §12-820.05](#) and [41-621\(L\)](#). The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents. Upon written request, University will furnish Facility with reasonable documentation evidencing compliance with this section.

5. UNIVERSITY AND STATE REQUIRED PROVISIONS

- 5.1. **Nondiscrimination.** The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of [41 CFR §§ 60-1.4\(a\)](#), [60-300.5\(a\)](#) and [60-741.5\(a\)](#).** These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. **Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.**
- 5.2. **Conflict of Interest.** If within three years after the execution of this Agreement, either party hires as an employee or agent any representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then the other party may cancel this Agreement as provided in Arizona Revised Statutes, [ARS § 38-511](#). Notice is also given of [ARS §§ 41-2517](#) and [41-753](#).
- 5.3. **Arbitration in Superior Court.** As required by [ARS § 12-1518](#), the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to [ARS § 12-133](#).
- 5.4. **Records.** To the extent required by [ARS § 35-214](#), the non-ASU parties to this Agreement (jointly and severally, "Facility") will retain all records relating to this Agreement. Facility will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five years after the completion of this Agreement. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to Facility.
- 5.5. **Failure of Legislature to appropriate.** In accordance with [ARS § 35-154](#), if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Facility and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.
- 5.6. **Student Educational Records.** Student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA), [20 U.S.C. § 1232g](#). Facility will comply with FERPA and will not access

5. UNIVERSITY AND STATE REQUIRED PROVISIONS

or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If this Agreement contains a scope of work or any provision that requires or permits Facility to access or release any student records, then, for purposes of this Agreement only, ASU hereby designates Facility as a “school official” for ASU under FERPA, as that term is used in FERPA and its implementing regulations. As such, Facility will comply with FERPA and will not make any disclosures of ASU students’ educational records to third parties without prior notice to, and consent from, ASU or as otherwise permitted by law. In addition, any access or disclosures of student educational records made by Facility or its employees and agents must comply with ASU’s definition of legitimate educational purpose, which definition can be found at: SSM 107-01: “Release of Student Information” (<http://www.asu.edu/aad/manuals/ssm/ssm107-01.html>). If Facility violates the terms of this section, Facility will immediately provide notice of the violation to ASU.

5.7. **ASU Names and Marks.** Facility will not use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), without, in each case, the prior written consent of ASU. Facility’s use of any ASU Marks must comply with ASU’s requirements including using the ® indication of a registered trademark where applicable.

5.8. **Title IX.** Title IX protects individuals from discrimination based on sex including sexual harassment. ASU fosters a learning and working environment that is built on respect and free of sexual harassment. This commitment is set forth in the document “Internships and an Environment of Respect,” <http://www.asu.edu/titleIX/Internships-and-an-Environment-of-Respect.pdf>. Educational Coordinators are required to review this document before interacting with ASU students and agree to comply with this document and to provide this document to any employee who may reasonably be expected to interact with an ASU student.

6. MISCELLANEOUS

6.1. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

6.2. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. Notwithstanding the above and for avoidance of doubt, nothing in this Agreement shall affect prior agreements, if any, enabling educational experiences for students at the Facility’s site that do not involve University nursing faculty supervising and instructing University nursing students at the Facility’s site.

6.3. The individual signing on behalf of the Facility hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the Facility and that this Agreement is binding upon the Facility in accordance with its terms.

6.4. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

6.5. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

6.6. Nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties that this Agreement shall not be construed as a third-party beneficiary contract.

6.7. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.

6.8. This Agreement shall be subject to available funding for Facility, and nothing in this Agreement shall bind Facility to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

