VERSION 1.2

BOARD OF DIRECTORS MEETING

August 15, 2018

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

TODD HOUSE, BOARD CHAIRMAN

GENE GEHRT, BOARD CLERK

JEFF CROSS, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

LARRY STRAND, BOARD DIRECTOR

Superstition Fire & Medical District

Board of Directors Meeting Agenda

August 15, 2018

Mission Statement

Preserve Life ~ Protect Property ~ Add Value to *OUR* Community

---

Notice is hereby given to the General Public that the Superstition Fire & Medical District Governing Board will hold a meeting on Wednesday, August 15, 2018. The meeting will be held at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the public and will begin at 5:30 p.m. local time.

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

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

1. **Review and approval of the July 2018 financial reports and bank reconciliations. (BOD #2018-08-01)**

2. **Recognition of employee performance, achievements, and special recognition for community members. (BOD #2018-08-02)**

3. **Call to the Public. (BOD #2018-08-N/A)**
   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 (BOD #2018-08-03):**
   A. Board Meeting Minutes from July 18, 2018
   B. Board Work Session Minutes from August 1, 2018
   C. Image Trend Annual Service / Support for Elite Platform and RescueBridge (P.O. #016112 and P.O. #016113)
   D. SCBA Replacement Bottles

5. **Discussion, presentation, and possible approval of an updated organizational chart (BOD #2018-08-04)**

6. **Discussion and possible approval of a Memorandum of Understanding (MOU) between Superstition Fire & Medical District and Superstition Fire & Medical Firefighters Chapter of Local 2260 and possible adoption of Resolution 2018-08-15-13. (BOD #2018-08-05)**

7. **Discussion and possible approval of Resolution #2018-08-15-14 relating to the adoption of a change to the public CPR class fee schedule due to the increase of American Heart Association (AHA) cards. (BOD #2018-07-06)**

8. **Discussion and possible approval of the U.S Digital Designs G2 fire alerting system Service Agreement (BOD #2018-08-07)**

9. **Reports. (BOD #2018-08-08)**

- **<u>Senior Leadership Team (SLT)</u>:**
  Fire Chief Mike Farber
  Assistant Chief of Emergency Operations Richard Mooney
  Assistant Chief of Planning & Logistics Richard Ochs
  Finance Director Roger Wood
  Administrative Services Director Anna Butel

- **<u>Pension Board:</u> Board Clerk Gene Gehrt**
- **<u>Board Sanctioned Committees</u>**

10. **Executive Session for Legal Advice. (BOD #2018-08-09)**
    The Board may vote to go into Executive Session pursuant to §ARS 38-431.03(A)(3) for legal advice with an attorney regarding the Bourgeois settlement agreement and recent correspondence from Mr. Bourgeois; Possible instructions to the District's Attorney relating to the same pursuant to §ARS 38-431.03(A)(4).

Note: Executive Sessions are confidential pursuant to §ARS 38-431.03(C).
Note: Legal action involving a final vote or decision shall not be taken at an Executive Session, except that the public body may instruct its attorney as provided in §ARS 38-431.03(A)(4)

11. **Possible instructions to legal counsel regarding the Bourgeois matter. (BOD #2018-08-10)**

12. **New Business / Future Agenda Items. (BOD #2018-08-11)**

13. **Announcements (BOD #2018-08-N/A)**

14. **Adjourn (BOD #2018-08-12)**

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

Posted on: August 14, 2018
At: 1500 Hours
By: Sherry Mueller

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

Governing Board Meeting – August 15, 2018
Agenda Item: 1
BOD#: 2018-08-01

Agenda Item Title
Review and approval of the July 2018 financial reports and bank reconciliations.

Submitted By
Finance Director Roger Wood

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

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

1. Cash Flow – All Governmental Funds.

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

2. Fund Account Bank Reconciliations.

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

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

Enclosure(s)

*Monthly Financials provided under separate cover

Recommended Motion
"Motion to approve the July 2018 financial reports and bank reconciliations."

Go To Item 2

Go to Agenda

Superstition Fire & Medical District

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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **July 2018:**

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

_____ _____

Todd House, Board Chair Date

Governing Board Meeting – August 15, 2018
Agenda Item: 2
BOD#: 2018-08-02

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

Submitted By
Fire Chief Mike Farber
Assistant Chief Richard Mooney

Background/Discussion
This is a recurring monthly item to provide the Board with information concerning superior employee performance, achievements, and special recognition for community members.

August Service Anniversaries

29 Years of Service: Captain/Paramedic **Andy Kuhn**

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

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

14 Years of Service: Captain/Paramedic **Jon Williamson**

11 Years of Service: Administrative Assistant II **Kelly Bartz**

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

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

2 Years of Service: Paramedic **Clint Musgrave**

Roger Nasello - Promotion to Mechanic II

Official Pinning Ceremony for recent Promotions:

Administrative Services Director **Anna Butel**

Assistant Chief of Operations **Richard Mooney**

Assistant Chief of Planning & Logistics **Rick Ochs**

Recognition of Community Member:

Community Member **Leonard Sunde** would like to recognize and acknowledge the Crew (E263 and M263) who came to his rescue on May 5, 2018.

Governing Board Meeting – August 15, 2018
Agenda Item: 3
BOD#: 2018-08-N/A

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

Go to Item 4

Go to Agenda

Governing Board Meeting – August 15, 2018
Agenda Item: 4
BOD#: 2018-08-03

Agenda Item Title

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

A. Board Meeting Minutes from July 18, 2018 – **Appendix A**

B. Work Session Minutes from August 1, 2018 - **Appendix B**

C. Image Trend Annual Service / Support for Elite Platform and RescueBridge Platform (Purchase Order #016112 and Purchase Order #016113 — **Appendix C**

D. SCBA Replacement Bottles – **Appendix D**

Background/Discussion

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

Recommended Motion

"Motion to approve the consent agenda items and Purchase Order #016112 and Purchase Order #016113 for August 15, 2018."

Go to Item 5

Go to Appendices

Go to Agenda

Governing Board Meeting – August 15, 2018
Agenda Item: #5
BOD#: 2018-08-04

Agenda Item Title
Discussion, presentation, and possible approval of an updated organizational chart.

Submitted By
Fire Chief, Mike Farber
Administrative Services Director, Anna Butel

Background/Discussion
This item comes before the board to approve a new organizational chart that support the structure of the recent promotions.

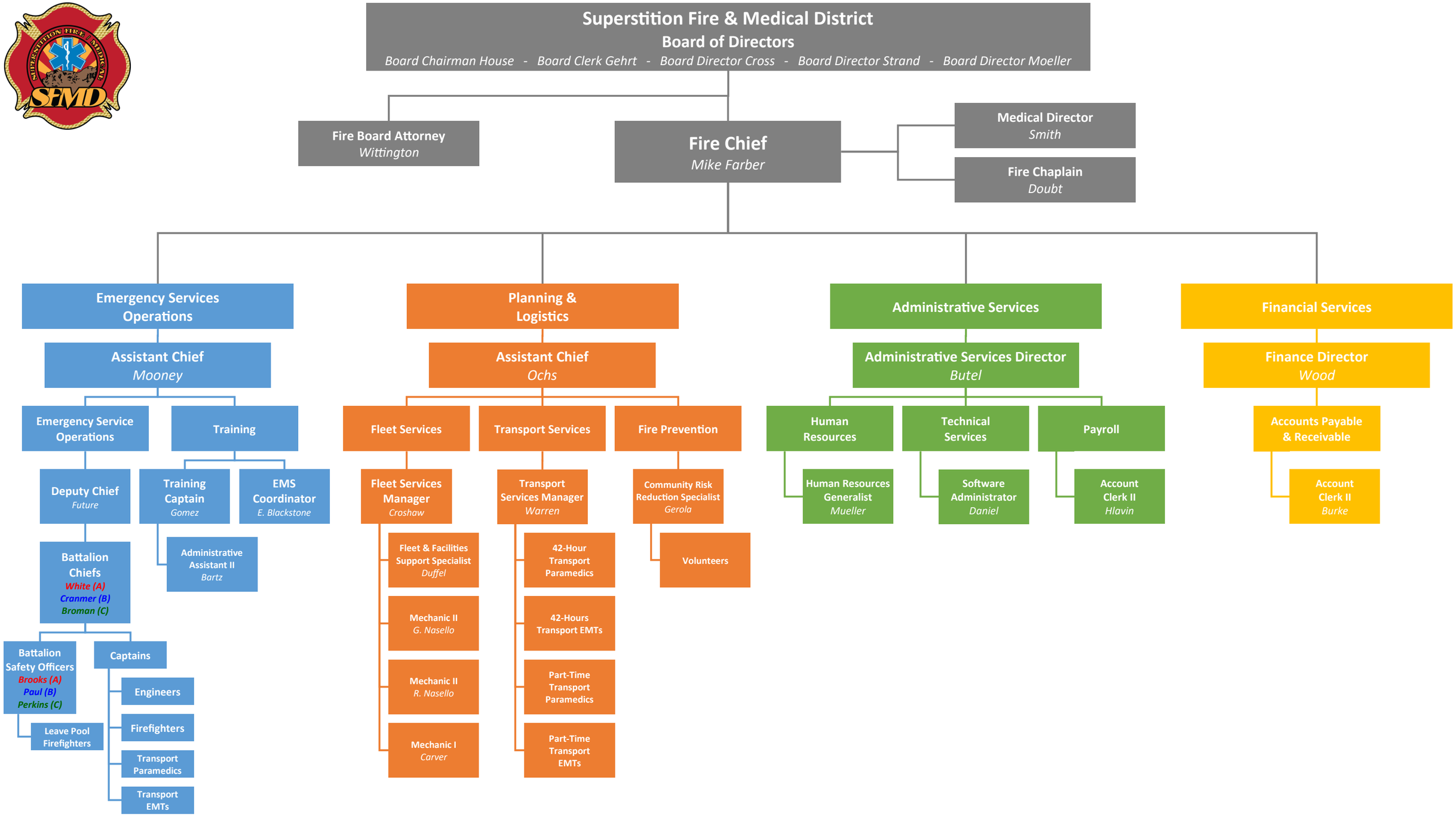
Financial Impact(s)/Budget Line Item
N/A

Enclosure(s)
Organizational Chart

Recommended Motion
"Motion to approve the SFMD Organizational Chart as presented."

Go To Item 6

Go to Agenda


Superstition Fire & Medical District
Board of Directors
Board Chairman House - Board Clerk Gehrt - Board Director Cross - Board Director Strand - Board Director Moeller
Fire Board Attorney
Wittington
Fire Chief
Mike Farber
Medical Director
Smith
Fire Chaplain
Doubt
Emergency Services Operations
Assistant Chief
Mooney
Emergency Service Operations
Training
Deputy Chief
Future
Training Captain
Gomez
EMS Coordinator
E. Blackstone
Administrative Assistant II
Bartz
Battalion Chiefs
White (A)
Cranmer (B)
Broman (C)
Battalion Safety Officers
Brooks (A)
Paul (B)
Perkins (C)
Leave Pool Firefighters
Captains
Engineers
Firefighters
Transport Paramedics
Transport EMTs
Planning & Logistics
Assistant Chief
Ochs
Fleet Services
Transport Services
Fire Prevention
Fleet Services Manager
Croshaw
Fleet & Facilities Support Specialist
Duffel
Mechanic II
G. Nasello
Mechanic II
R. Nasello
Mechanic I
Carver
Transport Services Manager
Warren
42-Hour Transport Paramedics
42-Hours Transport EMTs
Part-Time Transport Paramedics
Part-Time Transport EMTs
Community Risk Reduction Specialist
Gerola
Volunteers
Administrative Services
Administrative Services Director
Butel
Human Resources
Technical Services
Payroll
Human Resources Generalist
Mueller
Software Administrator
Daniel
Account Clerk II
Hlavin
Financial Services
Finance Director
Wood
Accounts Payable & Receivable
Account Clerk II
Burke

Governing Board Meeting – August 15, 2018
Agenda Item: #6
BOD#: 2018-08-05

Agenda Item Title
Discussion and possible approval of a Memorandum of Understanding (MOU) between Superstition Fire & Medical District and Superstition Fire & Medical Firefighters Chapter of Local 2260 and possible adoption of Resolution 2018-08-15-13.

Submitted By
Fire Chief Mike Farber
Union VP John Walka

Background/Discussion
The MOU was first established and approved by the SFMD Board of Directors last year. This document is updated annually to reflect changes within the District. This was a collaborative effort between the Senior Leadership Team and the Superstition Fire & Medical Firefighters Chapter of Local 2260.

Financial Impact(s)/Budget Line Item
NA

Enclosure(s)
MOU
Resolution 2018-08-15-13

Recommended Motion
"Motion to approve the 2018 Memorandum of Understanding (MOU) between the Superstition Fire & Medical District and Superstition Fire & Medical Firefighters Chapter of Local 2260 and adopt Resolution 2018-08-15-13"

Go To Item 7

Go to Agenda

MEMORANDUM OF UNDERSTANDING

August 15, 2018 - August 21, 2019

SUPERSTITION FIRE & MEDICAL DISTRICT
AND
UNITED MESA FIREFIGHTERS ASSOCIATION, SUPERSTITION CHAPTER, IAFF, LOCAL 2260

Preamble

Article 1- Rights

Section 1.1- Nondiscrimination and Affirmative Action

Section 1.2- Rights of Management

Section 1.3- Rights of the Employee Organization

Section 1.4- Rights of the Unit Members

Section 1.5- Delivery of Service

Section 1.6- Prohibition of Strikes and Lockouts

Article 2- Grievance, Appeals, Labor / Management

Section 2.1- Grievance Procedures

Section 2.2- Labor Management Relations

Section 2.3- Labor Management

Section 2.4- Labor Management- Committee Process

Article 3- Staffing, Compensation, and Wages

Section 3.1- Staffing

Section 3.2- Wages

Section 3.3- Acting Pay

Section 3.4- Temporary Promotion

Section 3.5- Assignment Pay

Section 3.6- Special Leaves

Article 4- Hours of Work, Working Conditions

Section 4.1- Hours of Work

Section 4.2- Work Trades

Section 4.3- Filling Vacancies

Section 4.4- Seniority

Section 4.5- Conversation of Pay Rate and Earned Leave Accrual

Section 4.6- Compensation and Certification

Article 5- Benefits

Section 5.1- Holiday Payment

Section 5.2- Vacation Accrual

Section 5.3- Sick Leave Accrual

Section 5.4- Earned Leave Buyout (ELBO)

Section 5.5- Additional Vacation Leave

Section 5.6- Uniform Allowance

Section 5.7- Industrial Leave

Section 5.8- Industrial Leave Benefits

Section 5.9- Deferred Compensation

Section 5.10- Tuition Reimbursement

Section 5.11- Light Duty Assignment

Section 5.12- Personnel File

Article 6- Health Benefits

Section 6.1-Healthcare and Ancillary Benefits

Section 6.2- Health and Welfare

Article 7- Miscellaneous

Section 7.1- Saving Clause

Section 7.2- Reduction in Workforce

Section 7.3- Pay and Benefits

Section 7.4- Recall / Reemployment

Section 7.5- Term and Effect of Memorandum

Meet and Confer Resolution 2009-02

PREAMBLE

This Memorandum of Understanding (herein after referred to as "MOU") is entered into between the parties: the Superstition Fire & Medical District (herein after referred to as the "District") and the Superstition Chapter of United Mesa Fire Fighters, International Association of Fire Fighters (IAFF) Local 2260 (herein after referred to as the "Employee Organization").

WHEREAS: the parties recognize the importance of continuing and maintaining harmonious relations, cooperation and understanding between the District and its employees; and

WHEREAS, the parties, through their designated representatives, met and conferred in good faith pursuant to Resolution 2009-02 Meet and Confer Relationship in order to reach agreement concerning wages, hours, and working conditions of employees of the IAFF United Mesa Local 2260 - Superstition Chapter, and,

WHEREAS, the parties hereby acknowledge that the provisions of this MOU are not intended to abrogate the authority and responsibility of the Superstition Fire & Medical District Governing Board provided under the statutes of the State of Arizona or Pinal County Fire District Regulations, except as expressly and lawful limited herein.

NOW, THEREFORE, having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit this MOU to the Superstition Fire & Medical Board of Directors with their joint recommendation that the body resolve to adopt its terms and take such action as may be necessary to implement its provisions.

RECOGNITION

The District does hereby recognize the Superstition Chapter of the United Mesa Fire Fighters, IAFF Local 2260 as the Employee Organization, for the purpose of meet and confer with respect to wages, hours and working conditions, for all full-time sworn and full-time civilian transportation personnel to include: Emergency Medical Technicians, Paramedics, Firefighters, Fire Engineers, and Fire Captains, hereby known as Unit Members. Contract, part-time, temporary, and civilian employees (not assigned to the Transportation Division) are excluded; as are probationary employees who have not graduated from the fire academy.

ARTICLE 1: RIGHTS

Section 1.1: Nondiscrimination and Affirmative Action

This MOU applies equally to all members of the Superstition Chapter. The Employee Organization and the District will not discriminate in employment relations against any employee because of race, religion, national origin, political affiliation, age, sex, sexual orientation, marital status, physical or mental disabilities, or source of income unless based on a bona fide occupational qualification. Whenever any words used herein in the masculine, feminine or neutral, they shall be construed as though they were also used in another gender in all cases where they would so apply.

Section 1.2: Rights of Management

The following are illustrative of rights of management and are not to be construed as being all inclusive. The District will maintain the right of determination as to the purpose of each of its Districts, agencies, boards and commissions, and will set standards of service to be offered to the public and shall exercise

complete control and discretion over its organization. Any rights, powers and authority the District had prior to entering into this MOU are retained by the District except as expressly provided for in this MOU.

1. The Employee Organization recognizes that the District and the Fire Chief retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the Fire District's service delivery activities are conducted, managed, and administered, and the Employee Organization recognizes the exclusive right of the Chief to establish and maintain departmental policy and procedures for the administration of the Fire District during the term of this MOU provided that such rules and procedures do not violate any of the provisions of the MOU.
2. Except as otherwise specifically provided in this MOU, the District and the Fire Chief retain, without qualification, all rights and authority to which, by law and policy, they are entitled.
3. The District and the Fire Chief have the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the District subject to the terms of this MOU.
4. It is understood by the parties that not every incidental duty connected with operations of the District is enumerated in job descriptions, nor may it be specifically described; nevertheless, it is intended that all such duties shall be performed by the employee when asked. The District and the Fire Chief shall determine and establish methods and procedures by which duties are performed, subject to the terms of this MOU.
5. The Fire Chief and Senior Staff reserve the right to discipline or terminate members for just cause in accordance with Superstition Fire & Medical District policy or this MOU. Such decisions may be subject to the Grievance Process.
6. The District and the Fire Chief shall have the right to transfer members within the District in a manner most advantageous to the District subject to terms of this MOU.
7. The District shall have the authority to affect re-organizations of the District. However, any such reorganization shall be discussed with the Labor-Management team prior to implementation.
8. The Employee Organization recognizes that the District has statutory rights and obligations in contracting for matters relating to District operations.
9. The District will direct its employees, take disciplinary action, relieve its employees from duty for legitimate reasons, determine whether goods and services shall be produced or provided by District employees, purchased or contracted for, and determine the methods, means, and personnel by which the District's operations are to be conducted.
10. The District will take all necessary actions to maintain uninterrupted service to the community.
11. The Fire Chief shall consult with the Employee Organization about the direct consequences that decisions on any of the foregoing matters may have on wages, hours, and working conditions.
12. The District will determine the overall goals, objectives and policies affecting District programs.
13. The District will determine the size of the District's workforce, its organization, functions, duties, amount of supervision and organization and will direct, appoint, employ and assign officers, agents and employees of the District and determine the standards thereof.

14. The District will determine the location of District facilities, including the establishment or relocation of buildings, divisions or subdivisions, and the relocation or closing of offices, District's divisions or subdivisions, buildings or other facilities.
15. The District will determine the financial policies, including all accounting procedures and all matters pertaining to finance.
16. The District will direct, supervise, and evaluate the District's units, programs, functions and services of the District.
17. The District will classify the various positions of the District, develop and determine levels of staffing and training, and prescribe duties and standards of productivity and adopt reasonable rules and regulations for acceptable conduct.
18. The District will authorize, assign and apportion overtime, including authorization for any full, part-time or contract labor.
19. The inherent rights of the District and the Fire Chief, including those herein specifically referred to, which are not modified or restricted by the provisions of this MOU are not, in any way directly or indirectly, subject to the Grievance Procedure outlined in the District's Policy Manual.
20. While the aforementioned outline the exclusive rights of the District, the Fire Chief and Senior Staff shall endeavor in good faith to include the Employee Organization in critical decisions related to the above conditions.
21. The Senior Leadership Team shall be comprised of the Fire Chief, Operations Chief, Planning and Logistics Chief, Financial Director, and Administrative Director.
22. Nothing herein shall be construed to diminish the rights of the District as outlined in Resolution 2009-02.

Section 1.3: Rights of the Employee Organization

The Employee Organization, as the authorized representative, has the exclusive right to serve as the Meet and Confer representative of its members in the Fire Suppression Unit recognized by the Superstition Fire & Medical District and in accordance with Resolution 2009-02.

1. The Chapter Vice President and Chapter Executive Board members may be authorized in advance in writing to engage in the Employee Organization related activities, including Unit Member representation, district committees, and meetings, with full pay during duty hours, at the discretion of the Fire Chief as to not interfere with the efficient and economical delivery of emergency services.The Chapter Vice-President and Executive Board of the Superstition Chapter of the Local 2260 shall have participation with the Fire Board of Directors in the hiring and/or appointment process and selection of a Fire Chief for the Superstition Fire & Medical District. The Chapter Vice President and the Executive Board shall make a recommendation to the Fire Board of Directors, after the process, as representatives of the Labor Group. The Fire Board of Directors shall have the final decision in the selection process.
2. The District shall furnish to the Employee Organization, on request, a listing of the Employee Organization's members on District payroll deduction in July and January during the term of this agreement indicating name, mailing address, and job assignment. The Employee Organization agrees to use this list solely for purposes of communicating with Employee Organization members and will not share this information with other individuals or organizations.

3. The District shall deduct from each bi-weekly paycheck any Employee Organization dues, and/or other Employee Organization specified deductions, after signed and completed forms are provided to the human resources department by the individual employee; except, however, that such deduction shall be made only when the employee's earnings for that pay period are sufficient after other legally required deductions are made. The Employee Organization may request a change in dues or deductions to bi-weekly paychecks during the term of this Memorandum of Understanding. However, any changes to dues, deductions, or contributions must have signed and completed forms from each employee confirming authorization of change in deduction. The District will provide the Employee Organization with deductions elected to be given by employee to union groups bi-weekly with each paycheck either through check or electronic deposit.
4. The District will provide the Employee Organization, upon request, non-confidential and readily available information concerning the Employee Organization that is necessary to Employee Organization representatives for negotiations, and is not otherwise available to the Employee Organization, such as personnel census, employee benefit data, and survey information. Such requests shall be made in writing through the Fire Chief. Any unusual costs incurred by the District in connection with this section shall be borne by the Employee Organization.
5. The Employee Organization will be allowed up to four (4) hours to make presentations to new Firefighter-Recruits regarding the Employee Organization. During such presentations, Employee Organization representatives will not discuss information that is abusive of any person or organization or disruptive of the Districts operation.
6. All payroll deductions (excluding union dues) can be changed with a ballot vote of a majority (50%+1) of the Employee Organization members without obtaining the signatures of each member of the Employee Organization.
7. The amount of union dues will be determined by (1%) of a topped out City of Mesa Firefighter's rate of pay. The Chapter Vice President has the ability to increase or decrease the amount of union dues in accordance with the rate of pay of a City of Mesa Firefighter, without obtaining the signatures of each member of the Employee Organization. The Employee Organization will hold harmless the District and all its representatives.

Section 1.4: Rights of the Employee Organization Members (Unit Members)

1. Unit Members shall have the Employee Organization serve as their meet and confer representative without discrimination based on membership or non-membership in the Employee Organization or any other organization.Whenever the terms "employee, Unit employees, grievant" or some derivation of those, is used in this MOU it shall be synonymous with the term "Unit Member."
2. Unit Members have the right to be represented or not to be represented by the Employee Organization in dealings with the District concerning grievances and matters pertaining to their individual employment rights and obligations.
3. At their request, Unit Members will have the right to a representative when requested during any disciplinary meeting or when being asked to sign a Performance Improvement Plan.
4. The Fire District will make every reasonable effort to allow time for the representative to support a Unit Member where doing so will not negatively impact emergency service delivery.
5. Discipline, for purposes of this section, include; written reprimands, disciplinary probation, suspension, involuntary demotion and termination.

6. All Unit Members shall retain the right to represent themselves at disciplinary meetings, during investigations, for grievances, at hearings, and for any other employee/employer issues.
7. Disciplinary meetings do not include an interview of a Unit Member during the normal course of work to include, fact-finding, coaching and counseling, informal verbal admonishment or other routine or unplanned contact with a supervisor.
8. For the purposes of this section, "fact-finding" is defined as a meeting intended to determine facts or the accuracy of information.
9. Unit Members have the right to a representative for investigations where the Unit Member is the principal focus of the inquiry. Such representation may not unreasonably delay the scheduled date and time of meetings related to the investigation.
10. Disciplinary Review Board shall be comprised of a total of (3) members. The first board member shall be selected by the Employee Organization representative of the Unit Member being disciplined. The second board member shall be selected by management. The third board member shall be mutually agreed upon by the Employee Organization representative and management. Any discipline that may result in loss of pay or benefits is entitled to a disciplinary review hearing.
11. All Unit Members shall have the right to join or not join the Employee Organization. Employees have the right to participate on behalf of or engage in activities on behalf of a Employee Organization and have the right to refrain from such activity. Employees shall be free from any interference, restraint, or coercion by any employee, supervisor, or manager for or against the Employee Organization.
12. Violations of Unit Members rights described in Paragraph 11 of this section by any District employee may result in disciplinary action up to and including termination. Violations of employees' rights described in Paragraph 11 of this section by officials, officers or agents of the Employee Organization may also result in decertification of the Employee Organization by the SFMD Governing Board of Directors.
13. When asked to do so, the Employee Organization must equally and fairly represent all Unit Members.

Section 1.5: Delivery of Services

The parties recognize the delivery of Fire District services in the most effective and efficient manner possible is of paramount importance. Maximized productivity is recognized to be a mutual objective of both parties within their respective roles and responsibilities. To that end, it is the right and responsibility of the District to:

1. Determine the type and level of service to be provided by the Fire District;
2. Determine the most appropriate location, materials, and equipment for carrying out these services;
3. Determine and implement policies, standards, procedures, and methods for directing and supervising the operations and functions of the Fire District;
4. Establish, review, or implement policies, standards, procedures, and/or qualifications for hiring, classifications, transfers, and promotions;
5. Establish, review and implement, procedures, and assignments necessary to the delivery of quality services.

Section 1.6: Prohibition of Strikes and Lockouts

1. The Employee Organization pledges to maintain unimpaired Fire Fighting, Emergency Medical Services, and related support services as directed by the Fire Chief. It shall not cause, condone, counsel or permit its members or Unit members, to strike, fail to fully and faithfully perform their duties, slowdown, disrupt, impede or otherwise impair the normal functions and procedures of the District.
2. Should any Unit member(s) of the Executive Board during the terms of this MOU, and until such time that is expressly and legally rescinded, breach the obligations of paragraph 1, the Fire Chief or his designee shall immediately notify the Chapter Vice President that a prohibited action is in progress. The International Association of Firefighters shall immediately disavow said strike or other prohibited action and shall endeavor in good faith to cause such employees to immediately return to work and/or cease the prohibited activity or, alternatively accept the responsibility for the strike or prohibited activity.
3. There shall be no lockout by the District during the terms of the MOU.
4. Unit Members found in violation of this section shall be subject to disciplinary action up to and including termination.
5. The Employee Organization may be subject to decertification by the SFMD Governing Board of Directors for violations of Paragraph 1 of this section.

ARTICLE 2: GRIEVANCE/APPEALS/LABOR-MANAGEMENT

Section 2.1: Grievance Procedure/Perceived Breech of the MOU

1. The District and the Employee Organization agree the procedure provided in this MOU shall be the sole and complete remedy for grievances under this MOU. Grievances on issues outside the terms of this MOU may not be grieved under provisions of this MOU.

2. Grievances on issues contained in SFMD Volume I shall be processed in accordance with SFMD Volume I Policy 102.30. Matters outside the terms of this MOU, subject to formal grievances preceding are eligible for an appealing hearing. All appeals shall follow SFMD Volume I Policy 102.31 Appeal Hearing.

3. Informal Resolution

   a. It is the responsibility of employees who believe that they have a bona fide complaint concerning their working conditions to promptly inform and discuss it with their Battalion Chief in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level.

   b. If such informal discussion does not resolve the problem to the employee's satisfaction, and if the complaint constitutes a grievance as herein defined, the employee may file a formal grievance in accordance with the following procedure.

4. Definition of Grievance

   A "grievance" is a written allegation, submitted as herein specified, claiming violation(s) of the specific express terms of this MOU. The grievance will identify the articles of the MOU which

are alleged to be violated and the specific remedy requested. Failure to identify the said articles of the MOU and the specific remedy will automatically terminate the grievance.

5. Procedure in processing a formal grievance, the following procedure shall apply:

Step 1

The grievant shall reduce his/her grievance to writing by signing and completing all parts of the grievance form provided by the Human Resource department, and submit it to his/her Battalion Chief within ten (10) calendar days of the initial commencement of the occurrence being grieved. Either party may then request that a meeting be held concerning the grievance or they may mutually agree that no meeting be held. The supervisor shall, within ten (10) calendar days of having received the written grievance of such meeting, whichever is later, submit his response thereto in writing to the grievant and the grievant representative, if any.

Step 2

If the response of the first level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the grievance form and presenting it to the second level of review Operations Chief within five (5) calendar days of the grievant's receipt of the level one response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within ten (10) calendar days of having received the written grievance or the meeting, whichever is later, the second level of review shall submit his response to the grievance to the grievant and the grievant's representative, if any.

Step 3

If the response of the second level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the grievance form and presenting it to the third level of review (Fire Chief or designee) within five (5) calendar days of the grievant's receipt of the level two response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within ten (10) calendar days of having received the written grievance or the meeting, whichever is later, the third level of review shall submit his response to the grievance to the grievant and the grievant's representative, if any.

Step 4

If the response of the third level of review does not result in resolution of the grievance, the grievant and the Employee Organization may submit the grievance to a Grievance Committee for review and recommendation within ten (10) calendar days of the receipt of the level three response.

The Grievance committee shall be:

1- Representative of the District.`
1- Representative chosen by Employee Organization Vice President.
1- Party mutually agreed upon by both the Employee Association and the District.

Step 5

If arbitration is chosen District management and the grievant, or their designated representatives shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a

list of seven (7) arbitrators who have had experience in the public sector. The parties shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one (1) name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

a. The arbitrator shall neither add to, detract from nor modify the language of the Memorandum or of District rules and regulations in considering any issue properly before him.

b. The arbitrator shall expressly confine himself to the precise issues submitted to him and shall have no authority to consider any other issue not so submitted to him.

c. The arbitrator shall be bound by applicable State law.

d. The arbitrator shall within thirty (30) days from the close of the arbitration hearing submit his findings and advisory recommendations to the grievant and the Fire Chief, or their designated representatives.

e. The costs of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

Step 6

The Fire Chief shall, within ten (10) calendar days of the receipt of the arbitrator's written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and his/her designated representative.

6. Time Limits

Failure of District representatives to comply with time limits specified in Section 2.1 Paragraph 5 shall entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits shall constitute abandonment of the grievance. Except, however, that the parties may extend time limits by mutual written agreement in advance.

Section 2.2 Labor-Management Relations

1. The Superstition Fire & Medical District has a proud history of employees and administration working for the betterment of the fire district, its employees, and the service we provide our community. The District's administration and Employee Organization both believe that our pool of shared knowledge, experience and understanding is deepened through a Labor/Management process that provides for greater transparency, communication, and fiscal responsibility.
2. The Labor Leadership Group is not intended to co-manage the organization, rather its intent is to collaborate on organizational issues including wages, benefits and working conditions for the betterment of the organization and the community we serve.

Section 2.3: Labor-Management

1. "Labor Management Team" shall refer to a one (1) representative of Management paired with a one (1) representative of the Executive Board. "Labor Management Group" shall refer to the Executive Board and representatives of Management who participate in the monthly Labor Management meetings. "Steering Committee" shall refer to the team comprised of the Fire Chief and the Chapter Vice President.
2. There shall be a Labor and Management Group consisting of five (5) representatives of the Employee Organization (Chapter Vice President and four (4) members of the Executive Board) and representatives from the District (Fire Chief and representatives of Management). The purpose of the group is to facilitate improved Labor-Management relations by providing a forum for discussion of challenges and mutual concerns which may include new District programs or substantial modifications of existing programs, policies and procedures that could impact work schedules, duties, safety, compensation and/or benefits.
3. The SFMD Labor-Management Group meets the second Wednesday of each month, and as-needed, to discuss District policies, programs, and strategic planning as well as wages, benefits and working conditions of unit members. The Labor Management Group shall meet no less than quarterly.
3. The Employee Organization representatives and the Management representatives shall in advance of a meeting provide each other with proposed agenda.
5. The Labor Management Group may be supplemented by additional members for specific agenda items when agreed upon before the meeting.
6. The Labor Management group may assign (additional) committees as necessary. Each committee will consist of at least one (1) representative of the Employee Organization and one (1) representative of Management, serving as the Co-Chair. The Labor Management Group recognizes the value of District teams and committee's as a cornerstone of a healthy Labor-Management system. The following committees are formally recognized by the Labor-Management Group. These include, but are not limited to:
    a. Health & Wellness/Safety
    b. Staffing Guidelines
    c. Apparatus/Deployment
    d. Peer Support
    e. Uniform
    f. Grant
    g. Deferred Compensation
    h. Playbook
    i. PIO
    j. ImageTrend /Technology
    k. Pipes & Drums/Honor Guard

Section 2.4: Labor Management- Committee Process

The process:

1. The committee makes a recommendation or identifies an issue. Moves the recommendation to the Labor Management Team.
2. The Labor Management Team evaluates the recommendation and shall either approve, disapprove, or refer the recommendation back to the Committee or up to the Labor Management Group for presentation from the Committee Chair to the Labor Management Group.
3. The Labor Management Group shall approve, disapprove, or refer the recommendation to the Steering Committee who shall approve, disapprove, or refer the recommendation back to either the Labor Management Group or Committee.
4. Decision shall be sent to Committee.
5. May be subject to approval by the Board of Directors.

ARTICLE 3: STAFFING/COMPENSATION/WAGES

Section 3.1: Staffing

1. The District and the Employee Organization acknowledges that the safety and security of the community we serve, as well as the employees that serve them, are the highest priority to this District. Therefore, the District acknowledges that every effort shall be made to decrease the future practice of Compromised Staffing. The District and the Employee Organization will endeavor to decrease Compromised Staffing by 20% during the duration of this MOU.
   a. Compromised Staffing: Three (3) personnel on Engine and Ladder Companies.
   b. Constant Staffing: Four (4) personnel on Engine and Ladder Companies.
2. Engines and Ladders are staffed with a minimum of a Captain, Engineer, and (2) Firefighters; or those who are qualified to “act” into these positions. A minimum of (2) personnel shall be Paramedics (ALS). Probationary Firefighters shall not be included in the minimum count of Paramedics, per unit.
3. If a vacancy lasts more than four (4) hours and cannot be filled, every attempt should be made to keep the ladder companies staffed at four (4) personnel.
4. A maximum of two (2) companies (Engine) may reduce to three (3) personnel when; a total of six (6) companies are in service.
5. Short term vacancies on four person Engine or Ladder Companies may not be filled with overtime unless it is necessary to maintain command, operational and/or ALS status. These units may operate with three (3) personnel for up to four (4) hours.
6. Every attempt shall be made for compromised units to have at minimum two (2) paramedics and a Captain or a Unit Member qualified to “act”.

Section 3.2: Wages

Wages and/or benefits for all Unit Members will not decrease for the duration of this MOU, unless an intervening financial crisis or other such matter (specifically provided for in this MOU) should occur.

The Labor Management Group shall make compensation and benefit comparisons with neighboring departments and districts including, but not limited to: Mesa, Chandler, Gilbert, Scottsdale, Northwest Fire District, Golder Ranch Fire District, Daisy Mountain, and Arizona Fire and Medical Authority. Unit Members assigned to a 24-hour shift will utilize a FLSA 18-day work period.

Unit Member Pay Scale:

Job Title	Start	6 months	Step 1	Step 2	Step 3	Step 4	Step 5
42-Hour Transportation EMT	$26,083.29	$27,364.48	$28,737.28	$30,178.72	$31,688.80	$33,267.52	$34,937.76
56- Hour Transportation EMT	$37,939.20	$39,802.88	$41,799.68	$43,896.32	$46,896.32	$48,389.12	$50,818.56
42-Hour Transportation Paramedic	$31,780.32	$33,359.04	$35,029.28	$36,768.16	$38,621.44	$40,543.36	$42,579.68
56-Hour Transportation Paramedic	$46,225.92	$48,522.24	$50,951.68	$53,480.96	$56,176.64	$58,972.16	$61,934.08
Firefighter	$48,496.37	$50,921.23	$53,467.29	$56,140.65	$58,947.71	$61,895.08	$64,988.88
Engineer	N/A	N/A	$62,275.47	$65,389.24	$68,658.70	$72,091.64	$75,696.22
Captain	N/A	N/A	$72,220.45	$75,831.47	$79,623.05	$83,604.20	$87,784.41
Battalion Chief	N/A	N/A	$97,128.48	$101,984.90	$107,084.15	$112,438.35	$118,060.27

Section 3.3: Acting (Out-of-Class) Pay

1. When an employee works in an acting capacity for ten (10) or more consecutive shifts the employees base rate of pay shall increase by a minimum of 5% or adjusted to Step 1 of the position to which they are assigned, for the duration of the acting assignment. This adjustment shall be retroactive to the first shift of the assignment.
2. An employee working an acting assignment on a reasonably regular but non-consecutive basis, shall receive out-of-class compensation for the duration of the assignment if they work at least 480 hours in a 6-month period. If this occurs, the employee's compensation shall be retroactive to the first day of the acting assignment with in the calculated 6-month period.
3. This policy applies to all employees with exception of the Fire Chief.

Section 3.4: Temporary Promotion

1. If a vacancy is expected to extend beyond 10 shifts, 30 days, or to meet a special need, the Fire Chief or his designee may temporarily promote an employee.
2. From the effective date of the temporary promotion, the employees' base rate of pay shall be increased by a minimum of 5%, or adjusted to Step 1 of the position to which they are assigned,

whichever is greater. This adjustment shall be retroactive to the first day of the assignment and remain for the duration of the assignment.

Section 3.5: Assignment Pay

1. Paramedic (F/T Public Safety Only) - $7,500 (on top of base salary)
2. Technical Rescue Team (TRT) Incentive - $1,800 (on top of base salary)
3. BSO – $2,100 (on top of base salary)
4. SCBA Tech - $1,800 (on top of base salary)
5. Educational Incentives (Full-Time Employees Only)

    a. Certificate of Completion: $600 (on top of base salary)

    b. Associate's Degree (or higher): $1,200 (on top of base salary)

Section 3.6: Special Leaves

Employee Leaves will be administered and managed in accordance with SFMD Volume I Policy 102.17 - Special Leaves.

ARTICLE 4: HOURS OF WORK/WORKING CONDITIONS

Section 4.1: Hours of Work

The SFMD recognizes a 48/96 schedule, otherwise known and referred to herein as 48/96. The normal work week will average approximately fifty six (56) hours consisting of a combination two (2) consecutive twenty four (24) hour shifts on duty and four (4) consecutive twenty four (24) hour shifts off duty. Duty hours for Unit Members assigned to Emergency Services, excluding forty (40) hour assignments, will be paid bi-weekly based on averaged hours worked in the pay period. Overtime will be paid based on actual hours worked.

1. The work hours and schedule of Unit Members assigned to forty (40) hour assignments and all other Unit Members assigned to alternative/specialty assignments shall be at the discretion of the Fire Chief.
2. When a Unit Member is required to change from one shift to another by the District, the District shall allow a minimum of twelve (12) hours between tours of duty.

Section 4.2: Work Trades

Two (2) employees may be granted the opportunity to perform Work Trades up to a maximum of forty-five (45) such exchanges per employee in a contract year. Work Trades are arrangements between employees. Work Trades shall not qualify an employee for overtime compensation. All Work Trades are subject to the approval of the Operations Chief or his designee.

Section 4.3: Filling Vacancies

All vacancies in the classified service may be filled by transfer, promotion, demotion, employment, reinstatement, or from the appropriate employment list or other qualified applicants. Unit Members shall be given first consideration when filling a vacancy. Suppression personnel vacancies created by termination, retirement, promotion, or demotion shall be filled by means of hiring or promotion. Consideration may be given to operational need.

Section 4.4: Seniority

Upon original appointment to employment with the SFMD an employee's seniority will be computed from the hire date. The Fire District will utilize adjusted seniority when considering bid requests. For purposes of this section, adjusted seniority will be determined by adding consecutive years of sworn service with the District, added to years of service in their current rank, which provides Unit Members a point score.

1. Any Unit Member who voluntarily separates employment from the District, but is later rehired by the District, shall lose all adjusted seniority accumulated prior to separation. Unit Members who separate employment due to a reduction in workforce but who are rehired will retain any seniority they had prior to the reduction in workforce.
2. Any Unit Member who takes an unpaid leave of absence in excess of thirty (30) consecutive calendar days that is not covered by the Family Medical Leave Act (FMLA), Military Leave, or Arizona Victim's Leave law shall not accumulate adjusted seniority for any time in excess of 30 days.

Section 4.5: Conversion of Pay Rates/Earned Leave Accruals

1. Employees that move from the 56-hour (or shift) work week to the regular 40-hour work week or from a 40-hour week to 56-hour (shift) week for any reason will have their pay and earned leave benefits converted accordingly.
2. Employees moving from a 56-hour to 40-hour schedule shall have their compensation adjusted to include a five and one half percent (5.5%) day differential to keep the employee "whole" for FLSA purposes.
3. All shifts worked in excess of the forty (40) hour work schedule while an employee is assigned to a forty (40) hour work schedule shall be compensated at 1.5 times the employees fifty-six (56) hour base rate of pay.
4. Members assigned to forty (40) hour positions shall remain eligible for assignment pay (i.e. Paramedic, TRT, etc.).
5. Employees on the 40-hour work week will be eligible to work shift overtime as long as:
    a. The employee has the required qualifications.
    b. The employee has worked in the position prior.
    c. The shift work assignment does not interfere with their normal working hours.
6. Overtime will be distributed in accordance with Telestaff algorithms. Exception: Wildland deployments, Wildland backfill, Transportation Division backfill, and Special events.

Section 4.6: Compensation & Certification

1. For 56 hour Suppression employees, any hours in excess of 112.31 hours in a pay period will be paid as overtime. For 42 hour and 56 hour transportation employees, any hours worked in excess of 40 hours worked per week will be paid as overtime.
2. Unit Members shall maintain all certifications required of their positions including but not limited to E.M.T., Paramedic, (including current ACLS, CPR), and TRT.
3. Failure to maintain required certifications may result in reimbursement by the Unit Member to the District for the District's vested cost of said certifications when the Unit Member fails to endeavor to recertify the loss of certification and/or where the loss of certification creates disorder or disruption to the delivery of emergency services.

ARTICLE 5: BENEFITS

Section 5.1: Holiday Payment

Full time Unit Members are provided additional compensation equal to 12 hours of regular pay, when the employee works their normally scheduled shift on any of the 10 annual holidays listed below. The employee originally scheduled to work the holiday will earn the holiday pay incentive for that holiday.

The District recognizes ten holiday days per year:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Section 5.2: Vacation Accrual

Vacation leave shall be earned and accrued from the date of full-time employment with the SFMD. Eligible employees accrue the appropriate number of hours of vacation leave based on their anniversary date. Full-time employees shall earn and accumulate vacation leave annually as follows: (hours per pay period / days annually).

Section 5.3: Sick Leave Accrual

1. PSPRS and all 56 hour employees will accrue sick leave at a rate of 6.25 hour per pay period.
2. During pay periods of uncompensated leave employees will not accrue sick leave.

Section 5.4: Earned Leave Buy Out (ELBO)

1. At fiscal year's end 56 hour employees will be paid for accrued **vacation** hours in excess of 450 hours (320 for 40 hour employees) to be calculated at the employee's current hourly rate as of June 15th each year.
2. Employees are not required to use a minimum amount of vacation hours in a fiscal year.
3. At fiscal year's end, employees will be paid for accrued **sick** leave hours in excess of 1,460 for 56-hour employees, 1,092 hours for 42 hour employees, and 1,040 hours for 40 hour employees. The hours will multiplied times the employee's current hourly rate to determine the amount of the sick leave ELBO to be paid out as of June 15th of each year.
4. Payment of any approved ELBO will occur in the paycheck closest to Mid-June each year.
5. At the official date of retirement, the Sick Leave Buyout will be administered in accordance with SFMD Volume I Policy 102.16: Earned Leaves

Section 5.5: Additional Vacation Leave

1. Formerly known as Floating Holiday, all Unit Members will receive an additional 24 hours of vacation leave at the beginning of each fiscal year.

Section 5.6: Uniform Allowance

Unit Members will receive seven hundred dollars ($700) uniform allowance per fiscal year. Employee's uniform balance will be managed by the Superstition Fire & Medical District accounting staff. Employees will be responsible to pay the contracted uniform vendor for any uniform items they wish to purchase above the provided annual amount.

Section 5.7: Industrial Leave / On the Job Injury

Industrial leave is defined as leave necessitated by an injury, illness or condition sustained as a direct result of employment with the Fire District, which requires treatment and/or recuperation as determined by a District authorized physician. Industrial leave is authorized through the State Industrial Commission. Industrial leave is not accrued, but is available through and in accordance with the Arizona Workers' Compensation Law (Title 23, Chapter 6; Arizona Revised Statutes): All employers with one or more employees must carry Workers' Compensation Insurance. Coverage for all employees begins at time of hire. Workers' Compensation coverage is subject to the terms and conditions of the law.

1. Job related injuries must be reported and documented with the employees' immediate supervisor, absent extenuating circumstances, immediately, or as soon as reasonably possible following the accident or injury.
2. The Fire District has the right to request that an employee injured on the job seek medical assistance from a doctor of the Fire District's choice.
3. While on industrial leave, no sick leave, vacation leave, compensatory leave, or any other paid leave will be charged to the employee.

4. While on industrial leave, the employee will remain in full-pay status accumulating all benefits due to him/her.
5. An employee may remain on industrial leave for 180 days at which time an evaluation will be made, upon the recommendation of a Fire District authorized physician as to whether the employee will be able to return to work performing the essential functions of their job, with or without a reasonable accommodation.

Section 5.8: Industrial Leave Benefits

1. If a compensable claim is processed through the current workman's compensation fund, a check is issued to the employee it must be endorsed back to the Fire District each pay period. Failure to do so, may result in disciplinary action.
2. If the claim is determined to be non-compensable the employee may appeal the decision to the Industrial Commission of the State of Arizona for final disposition.

Section 5.9: Deferred Compensation

1. The District Deferred Compensation program shall be coordinated by a six (6) member committee comprised of three (3) members of the Fire District one (1) Unit Member and the deferred compensation plan administrator and one (1) additional management designee.
2. The Deferred Compensation Committee shall maintain bylaws.
3. Unit members may contribute up to a maximum of $61 per pay period to be eligible for the District matching contribution.
4. The District shall provide a matching dollar for dollar Deferred Compensation matching contribution up to a maximum of $61 per pay period.

Section 5.10: Tuition Reimbursement

1. Tuition reimbursement shall not exceed $7,800 annually per Unit Member.

Section 5.11: Light Duty Assignments

The SFMD will attempt to accommodate all employee's request for a light duty assignment for employees who are not able to perform their normal duty assignments due to temporary injuries or illnesses, which have occurred on or off duty. Preference will be given to employees sustaining on-duty injuries.

Section 5.12: Personnel File

1. Employees who have received disciplinary action may request an addendum to disciplinary action from their supervisor after one (1) year provided they have received no further disciplinary action.
2. The supervisor shall prepare an *Addendum to Disciplinary Action* as requested if the employee has not exhibited any of the performance or behavioral problems addressed in the initial disciplinary action.

3. The addendum of disciplinary action shall be maintained in the employee's personnel file along with the original disciplinary action.

ARTICLE 6: HEALTH BENEFITS

Section 6.1: Healthcare & Ancillary Benefits (Cafeteria Plan)

The District shall contribute employee "benefit dollars" to be used toward the purchase of medical, dental, vision, life insurance or any other benefits provided by the District for its employees. All full-time employees, and their eligible dependents, are eligible for Benefit Contribution dollars on the employees hire date. The District shall also be allowed to make minor program changes which are beyond the District's control (e.g., mandated by the carrier or by regulation).

The District will maintain the premium contribution levels of (**$390)** per pay period to each employee in full time status, and must be used towards insurance and other specified benefits (deferred compensation, life insurance) for the term of this MOU.

Section 6.2: Health & Welfare

1. Vaccinations and Inoculations: The District will provide at no cost to Unit Members, Hepatitis B, Influenza (when available), Tetanus, TB screenings and any other vaccinations recommended by the CDC, OSHA, and NFPA for first responders. Failure to follow standard procedures may result in costs at the employee's expense.
2. Medical Examinations: The District will provide annual medical examinations in accordance with NFPA 1582.
3. Medical referrals resulting from wellness exams will not be at the District's expense.

ARTICLE 7: MISCELLANEOUS

Section 7.1: Saving Clause

1. If any Article or Section of this MOU should be held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this MOU shall not be affected thereby.
2. Nothing contained in this MOU shall preclude the parties from being in compliance with the requirements of the American with Disability Act (ADA).
3. In the unlikely event that during the term of this MOU the Superstition Fire & Medical District experiences loss of revenues or legal requirements that if not resolved during the budget year would result in the layoff of District personnel, diminishment to pay and/or benefits of the Superstition Fire & Medical District's workforce, or the serious curtailment of services provided to the citizens serviced by the Superstition Fire & Medical District, this MOU may be reopened for negotiations. The following provisions shall apply to this circumstance:
    a. The Fire Chief shall notify the SFMD Governing Board of Directors that a fiscal emergency exists, and meet with the Chapter Vice President of the Superstition Chapter of UMFF Local 2260 to open the MOU.

b. The Fire Chief shall notify the Chapter Vice President in writing of the need to reopen this MOU. Such notice shall include the reasons for the reopening and the anticipated amount of District budget shortfall that needs to be resolved in order to alleviate the need to layoff District employees, diminishment to pay and/or benefits of the Superstition Fire & Medical District's workforce, or severe curtailment of services provided to the citizens of the Superstition Fire & Medical District.

c. The Labor Management team and representatives from UMFF Local 2260 shall meet and confer in good faith for a period of no more than thirty (30) calendar days, from the original date of the notification that the MOU was re-opened, in an effort to reach an agreement on how best to address the identified issues. The scope of the re-opened Meet & Confer discussions shall be limited to economic issues.

d. The initial thirty (30) day period may be extended up to an additional thirty (30) days if agreed to by the parties. Additional extensions, if necessary, may only be granted at the discretion of the SFMD Governing Board of Directors.

e. Recommended modifications to the MOU shall be submitted to the SFMD Governing Board of Directors who will make final determination as to the acceptance, rejection, or alteration of the proposed modifications. The Employee Organization shall be provided an opportunity to address the SFMD Governing Board of Directors with respect to any proposed modifications.

f. Should the District and the Employee Organization be unable to reach agreement on proposed modification of the MOU within the time periods set by this provision, the Governing Board of Directors, will consider and establish remedies necessary to address the identified issues. The Employee Organization shall be provided an opportunity to address the SFMD Governing Board of Directors regarding identified issues.

g. This section shall only apply if the general population of SFMD's workforce is subject to the same or greater reduction of pay or benefits or resulting layoffs.

Section 7.2: Reduction in Workforce

The purpose of this provision is to provide a systematic and equitable method for the organization to reduce or reorganize the workforce due to a fiscal crisis, lack of funds, or budgetary constraints to maintain safe, harmonious and efficient emergency operations for employees and the community they serve. This policy applies to all employees including but not limited to permanent, temporary, part-time contract and/or grant funded positions.

A reduction in workforce is a District-initiated action taken to reduce or reorganize the fire district staffing levels. Implementation of Section 7.2 shall be approved by the SFMD Governing Board of Directors and will be carried out by the Fire Chief.

1. The District shall consider proactive steps to avoid or minimize a reduction-in-force. Such steps may include; budget review to identify non-critical areas for reduction or elimination; suspension or elimination of temporary services and contract workers; implementation of a hiring freeze; a review of overtime and training hours; incentives for early retirement; severance package; job sharing; furloughs; reduced benefits; reduced work hours; reorganization; alternate staffing/service strategies; or a wage and benefit freeze.

2. When any work schedule modifications, reorganization, salaries or benefit reductions become necessary, the Fire Chief shall notify the Board of Directors. When a reduction in workforce

becomes necessary the Fire Chief shall notify the Board of Directors as to the number of employees to be laid off. Employees shall be identified for layoff based on the layoff selection process, contained in the procedure section of this policy.

3. The Fire Chief shall give a thirty (30) calendar day's notice to employees identified for layoff or elimination of their position.
4. Employees receiving notice of layoff may be laid off immediately, only if the member is paid for the 30 day period. Reduction in workforce / reorganization is non-grievable, except when the grievance is based on discrimination.
5. The initial layoff process will include each Assistant Chief evaluating their program management areas to determine where reductions or reorganizations can be made, while identifying critical operational needs for personnel and community safety. The evaluation shall be forwarded to the Operations Chief. The Fire Chief, Operations Chief and Representatives of the Labor Group shall discuss the reorganization prior to implementation. Final approval of affected classifications and numbers rests with the Fire Chief and the Fire Board.
6. All temporary employees shall be laid-off before part-time employees; part-time employees before full time probationary employees; and full time probationary employees before full-time non-probationary employees. Employees who have not completed their initial (entry) probationary period will not be eligible for recall rights or other layoff privileges.
7. For full-time positions, layoffs will be based on rank and seniority. Layoffs will be made first by selecting the least senior employee in the lowest rank, offering the least senior employee in the next highest rank a chance to demote to the lower rank.
8. Employees who have been reclassified as a result of a reduction-in-force action shall retain the salary of the position held prior to the reclassification. If this salary exceeds the range of the classification to which the employee was reclassified, the employee will receive a pay freeze until employee's pay is within the range of their new classification.
9. Seniority shall begin on employee's most recent hire date to a regular full-time position. Any civilian employee hired to a Unit member position shall receive a new hire date. Seniority shall not carry over seniority from a previous classification. Seniority for positions of rank shall begin on date of promotion, if more than one employee is promoted on the same date, adjusted seniority shall be used to determine seniority. Seniority encompasses the probationary period.
10. In the event a tie exists between two or more employees, the next consideration will be the person's final overall promotional examination score or the member's overall entrance exam score where applicable.
11. Seniority is defined as total consecutive years/months of District employment without a break in service. Active Duty Reserve military training will be considered consecutive service. Special Leaves shall be considered continuous employment.

Section 7.2a: Pay & Benefits

1. In the event of a layoff, the employee's final work day shall be the last day in the pay cycle. Final payment of wages and other accumulated hours (holiday, vacation, and sick leave) shall be paid to the employee on the next regularly scheduled payday.

2. In accordance with §ARS sick leave shall be restored to the previous sick leave balance, for any employees that are rehired within seven (7) months of resignation or layoff.
3. Employees that have been recalled (within 2 years) retain their seniority from date of the layoff. Seniority time will not accumulate during the layoff period. Retirement service credits will not accumulate, due to a break in service.
4. Employees that resign but are rehired, shall not retain seniority.
5. Employees that resign but are rehired, shall retain credit for total time with the District in regard to promotional requirements. The total time credited is not required to be consecutive.
6. An employee, separated through termination/layoff, may elect to withdraw, rollover, or receive monies from his/her deferred compensation plan account(s), as governed by the terms of those plans.
7. Separated employees and their immediate families shall continue to be eligible for services provided by the District's Employee Assistance Program (EAP) for the period of three (3) months.
8. Employees in the group health plan are eligible for COBRA.

Section 7.3: Recall/Reemployment

1. Employees who leave the District in good standing may be considered for future re-employment for a period up to two (2) years. Employees who resign without two weeks' notice, or who are dismissed for unsatisfactory performance or conduct, shall not be considered for re-employment.
2. In the event of rehiring to fill vacancies created by retirements, resignations or the availability to increase staffing, personnel will normally (but not necessarily) be recalled in the reverse order of the layoff process. Therefore, last out would normally be the first to be rehired.
3. Consideration shall be given to operational needs, employee classification and the employee's ability to perform the job when selecting the re-hiring of personnel.
4. Employees on layoff status shall be placed on a recall list and will be eligible for recall for up to two (2) years or until the Fire Chief and SFMD Governing Board of Directors determines the layoff is permanent. After the two (2) year layoff period, an employee will no longer be eligible for recall and the layoff will be considered permanent.
5. If an employee chooses to remove his/her name from the recall list, the employee will forfeit the rights to be recalled. Employees on the recall list will be required to contact Human Resources to keep the District updated with current home address and contact phone number within seven (7) calendar days of any changes. Failure to do so will eliminate all rights to be recalled.
6. Employees recalled shall be notified by certified or registered United States mail. An employee has 30 days to respond back to a recall notice by certified or registered United States mail, after receipt of the recall notice or its attempted delivery. An employee who does not respond to the notice during the specified time period will be removed from the recall list and will no longer have any recall rights.
7. Employees recalled to their former position shall be compensated at the rate of pay they would be entitled to had the layoff not occurred. If a recall places the employee in a higher level position than previously occupied, the employee will be paid in accordance with the provisions of the District's promotion policy.

8. Employees that resign but are rehired shall be compensated at the rate of pay prior to resignation.
9. In the event an employee resigns from a previously promoted position (Engineer, Captain, Battalion Chief) the employee's previous position/class may have been filled through promotion or transfer. The employee may be rehired at a position/class less than previously held prior to resignation.
10. New employees will not be hired until all laid off employees have had an opportunity to be re-called in that job classification.

Section 7.4: Term and Effect of MOU

1. This MOU shall remain in full force and effect from August 15, 2018 until August 21, 2019, unless an intervening financial crisis or other such matter (specifically provided for in this MOU) should occur.
2. In the event the parties are unable to reach agreement on a new MOU, prior to the expiration of this MOU, the SFMD Governing Board of Directors and the Employee Association may extend this MOU by mutual agreement for the time period necessary to complete negotiations. All terms of this agreement shall remain in effect during continued negotiations.
3. The MOU may be renewable without further review or meet and confer if the Fire Chief, Chapter Vice President, and the SFMD Governing Board of Directors are in agreement.
4. Except as expressly provided in this MOU, the District shall not be required to meet and confer concerning any matter, whether covered or not covered herein to take effect during the term or extensions thereof.
5. This MOU supersedes any past practice and supersedes any previous agreement, verbal or written between parties hereto or between any of them and any employee(s) covered hereby.
6. It is intended by the parties hereto that the provisions of this MOU shall be in harmony with the rights, duties, obligations, and responsibilities which by law devolve upon the SFMD Governing Board of Directors, Fire Chief and the Employee Organization while these provisions shall be interpreted and applied in such manner.
7. The Employee Organization recognizes the powers, duties and responsibilities of the Fire Chief as set forth in District Policy and that pursuant thereto the Fire Chief has the authority to establish rules and regulations applicable to the operation of the Fire District and to the conduct of the employees and officers employed therein, subject to the provisions of this MOU.
8. This MOU references the SFMD Volume I Policy Manual of the District as approved by the Senior Leadership Team, Labor Management processes, and the Governing Board of Directors.
9. Revisions to the Policy Manual and Standard Operating Procedures pertinent to this MOU from this point on must have approval of the Fire Chief, Senior Leadership Team, and the Chapter Vice President. To not do so will be considered a violation and breech of this MOU.
10. In the event a dispute over the interpretation of any segment of this MOU arises, as a prelude to filing a formal breach of the MOU, the Employee Organization and the District will meet with the goal of developing a mutual agreeable clarification. Once agreed upon, the clarification will be signed by both parties and become an informational attachment of the MOU.

IN WITNESS WHEREOF, the parties have set their hands this 15th Day of August, 2018;

Superstition Fire & Medical District:

_____
Mr. Todd House, Board Chair

_____
Mr. Gene Gehrt, Board Director (Clerk)

_____
Mr. Jeff Cross, Board Director

_____
Mr. Larry Strand, Board Director

_____
Mr. Jason Moeller, Board Director

Fire Chief:

_____
Mike Farber, Fire Chief

IAFF, United Mesa Firefighters, Local 2260:

_____
John Walka, Chapter Vice President

2018-2019 SFMD MOU Development Team:

Fire Chief Mike Farber
Assistant Chief Rick Ochs
Assistant Chief Richard Mooney
Financial Director Roger Wood
Administrative Director Anna Butel
John Walka
Jon Williamson
Ryan Ledbetter
Trace Leggett
Andrew Tryon
John Christensen

RESOLUTION 2018-08-15-13
Superstition Fire and Medical District Medical
ADOPTING THE MEMORANDUM OF UNDERSTANDING

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, FULLY ADOPTING THE MEMORANDUM OF UNDERSTANDING.

WHEREAS, the Board acknowledges the importance of a Memorandum of Understanding (MOU) between Labor and Management that is collaboratively developed; and

WHEREAS, the Board supports an MOU that fosters a symbiotic Labor/Management rapport that is committed to working together to form a positive, professional, and productive fire service organization; and

WHEREAS, the Labor Management Team is dedicated to maintain an open and cooperative relationship that enhances the quality service provided to both internal and external customers; and

WHEREAS, the MOU provides support for the entire SFMD membership – civilian and suppression alike; and

WHEREAS, the MOU has linkage to the SFMD Meet and Confer (Resolution 2009-02), SFMD Declaration of Ideals, SFMD Code of Conduct, SFMD Volume I – Administrative Policy, and specifically Policy 102.45 Labor Management Relations; and

WHEREAS, the commitment of quality service for the citizens we serve will continually be the SFMD's top priority;

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

That the Superstition Fire & Medical District Board of Directors fully supports and adopts the Memorandum of Understanding between the Superstition Fire & Medical District and the Superstition Firefighters Local 2260.

PASSED AND ADOPTED THIS FIFTEENTH DAY OF AUGUST, 2018 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Todd House, Board Chairman	*Gene Gehrt, Board Clerk*
Jason Moeller, Board Director	*Larry Strand, Board Director*
Jeff Cross, Board Director	

Governing Board Meeting – August 15, 2018
Agenda Item: #7
BOD#: 2018-08-06

Agenda Item Title:
Discussion and possible approval of Resolution #2018-08-15-14 relating to the adoption of a change to the public CPR class fee schedule due the increase of American Heart Association (AHA) cards.

Submitted by: Captain Mark Gomez, Training Captain

Background/Discussion: The Superstition Fire/Medical District has been a Training Center for the American Heart Association teaching CPR classes since 1998. Classes are held throughout the year at the Superstition Fire/Medical District Regional Training Center. These classes have associated cost such as certification cards, disposable supplies, and overtime cost for district instructors.

American Heart Association has increased the pricing of CPR cards from $3.00 per card to $17 per card. Due to the increase in cost, the current district fee schedule for each student enrolled in a CPR course will no longer cover the costs. We will be subsidizing this additional cost in order to teach CPR classes to the public.

Course Type	Minimum number of students	Current pricing per student	Proposed Pricing per student	% Change
Healthcare Provider BLS	6	$40	$55	38%
Heartsaver	6	$35	$50	43%
Heartsaver/AED	6	$35	$50	43%
Heartsaver/First Aid	6	$50	$65	30%

Financial Impact(s)/Budget Line Item

Enclosure(s) : AHA CPR Card Pricing PDF

Recommended Motion
"Motion to" Approve the changes to the CPR Fee Schedule as proposed"

Go To Item 8

Go to Agenda

Exhibit "A"

Browse by field of interest:

- ACLS Courses
- BLS
- PALS
- PEARS®
- Heartsaver® Courses
- Family & Friends® CPR
- CPR Anytime®
- Other AHA Courses
- Course Completion Cards
- eLearning Courses
- Instructor Courses
- ECC Handbook & AHA Guidelines
- Additional AHA Products
- American Academy of Pediatrics Products
- Brands We Carry
- Manikins and Simulators
- AED Trainers
- Barrier Devices
- Medical Simulation Skills Trainers

Course Completion Cards > Heartsaver® (2015 Guidelines)

Showing 10 | 25 | 50 | per page From 1 to 10 of 18 items 1 2 Next

Heartsaver® First Aid CPR AED Course Completion Card 6-Pack
Item: 15-1818
Format: Course card
Audience: Student
Unit Price: $102.00 for a package of 6
8-character ECC Security I.D. #
(A valid I.D. number is required for the purchase of this item.)
Qty: 0
Add to Cart

Heartsaver® First Aid CPR AED Course Completion Card 24-Pack
Item: 15-1812
Format: Course card
Audience: Student
Unit Price: $408.00 for a package of 24
8-character ECC Security I.D. #
(A valid I.D. number is required for the purchase of this item.)
Qty: 0
Add to Cart

eCard Edition: Heartsaver® First Aid CPR AED Course Completion Card
Item: 15-3002
Format: ECard
Audience: Student
Unit Price: $17.00
8-character ECC Security I.D. #
(A valid I.D. number is required for the purchase of this item.)
Qty: 0
Add to Cart

Heartsaver® CPR AED Course Completion Card 6-Pack
Item: 15-1817
Format: Course card
Qty: 0
Add to Cart

SUPERSTITION FIRE & MEDICAL DISTRICT

Resolution No. 2018-08-15-14

(Amending the CPR Class Fee Schedule)

A FORMAL RESOLUTION OF THE GOVERNING BOARD OF THE SUPERSTITION FIRE & MEDICAL DISTRICT ("DISTRICT") AMENDING AND ADOPTING THE CPR CLASS FEE SCHEDULE FOR THE DISTRICT.

WHEREAS, Arizona Revised Statutes, Title 48, Chapter 5, Article I empowers the Governing Board of the District to adopt resolutions establishing fee schedules for providing fire protection services and services for the preservation of life, including emergency fire and emergency medical services, plan review, standby charges, fire cause determination, users' fees, facilities benefit assessments and any other fee schedule that may be required; and·

WHEREAS, it has been determined that it would be appropriate and in the best interest of the District, its property owners, residents and neighbors to adopt a revised fee schedule in the form attached hereto as Exhibit "A";and

NOW THEREFORE, be it resolved that the District Governing Board hereby adopts a new amended fee schedule as attached here to as Exhibit "A";

FURTHER RESOLVED that the Fire Chief, Fire Marshal and staff of the District execute such documents and take such further action as may be necessary to implement the intent of this Resolution.

APPROVED AND AMENDED this _____ day of August, 2018.

_____ _____

Todd House, Board Chairman Gene Gehrt, Board Clerk

Governing Board Meeting – August 15, 2018
Agenda Item: #8
BOD#: 2018-08-07

Agenda Item Title
Discussion and possible approval of the U.S. Digital Designs G2 fire station alerting system Service Agreement.

Submitted By
Assistant Chief Rick Ochs

Background/Discussion
This cost expenditure represents two items:

1. Renewal/Reinstatement Fee for our G2 FSA annual service agreement. This service agreement has not been paid for the past two years. The amount owed ($36,438.88) is based on a percentage of a base amount.

2. Annual Service Fee ($20,805.97) – September 1, 2018 through August 31, 2019.

G2 is the fire station alerting system, and this is a budgeted item in FY18/19.

Financial Impact(s)/Budget Line Item
$57,244.85

Enclosure(s)
Service Agreement
Addendum
Service Quote

Recommended Motion
"Motion to approve the Service Agreement with U.S. Digital Designs G2 Fire Station Alerting system in the amount of $57,244.85"

Go To Item 9

Go to Agenda

US Digital Designs

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made by and between US Digital Designs, Inc. ("USDD"), with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281, and the following entity ("Customer"):

Superstition Fire & Medical District
565 N. Idaho Road
Apache Junction, AZ 85119
Attn: Assistant Chief Rick Ochs
Email: rick.ochs@sfmd.az.gov
Phone: (480) 982-4440 x162

1. **Recitals**.

   a. Customer purchased a USDD fire station alerting system (the "System," as further defined below) over the past several years, which included certain hardware and software.

   b. The warranty period for the hardware and software comprising of the System has expired and Customer elected not to purchase continuing service and support for such hardware and software.

   c. Customer wishes to reinstate the software maintenance for the System, and to provide for hardware repair services for its System.

   d. USDD has agreed to provide service to Customer's System pursuant to the terms, conditions, and limitations of this Agreement. In consideration of the forgoing, and for other good and valuable consideration, the parties hereby agree to the terms set forth in this Agreement, and the attached Addendum A.

2. **Definitions**. For purposes of this Agreement, the following terms shall have the following meanings:

a. "Additional Services" shall have the meaning set forth in Section 7, below;

b. "Application or App" shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.

c. "Commencement Date" shall be **September 1, 2018**.

d. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by USDD, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;

e. "Emergency Support" means telephone access for Customer's "System Administrator" (as defined below) to USDD's senior staff and engineers in the event of a Mission Critical Failure.

f. "Mission Critical Failure" means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD's direct control does not constitute a Mission Critical Failure.

g. "Services" shall have the meaning set forth in Section 3, below;

h. "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, customization requested by Customer, copies, documentation, and design data that are licensed to Customer by USDD;

i. "System" means all Hardware and Software purchased by Customer either directly from USDD or authorized USDD Reseller under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer's computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by USDD;

j. "Term" means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 9, below.

3. **Reinstatement**. In consideration of Customer's payment of the Reinstatement Fee (as defined below), USDD will reinstate service and support to Customer's System as described in this Agreement. The "Reinstatement Fee" shall be the sum equal to two times the Annual Fee (as defined in Section 11). The Reinstatement fee is payable along with the Annual Fee upon the Commencement Date. The Reinstatement fee is non-refundable.

4. **USDD Scope of Services**. During the Term of this Agreement, USDD agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the "Services"). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;

b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;

c. Emergency Support, available 24 hours per day, for Customer's System Administrator in the event of a Mission Critical Failure;

d. Updates for all System Software, as and when released by USDD;

e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User's Agreement* that must be accepted by each user at the time the software is downloaded.

f. Repair of defective or malfunctioning Hardware (not otherwise covered under the USDD warranty applicable to the Hardware) at USDD's principal place of business; and

g. Ground shipping for the return of repaired Hardware.

5. **Hardware Repairs**. If a Hardware component requires repair and a valid claim is made during the Term, at its option, USDD will, at its principal place of business, either (1) repair the Hardware at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Hardware with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of the Services must be used in the System to which this Agreement applies. Customer shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to Customer after repair or replacement. Replacement Hardware will be returned to Customer configured as it was when the Hardware was originally purchased, subject to applicable updates.

6. **Claims**. Prior to requesting Services, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. USDD's technical support contact information can be found on USDD's web site: http://stationalerting.com/service-support/. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

7. **Limitations**. The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer's misuse or neglect of the System, damage arising from Customer's failure to follow instructions relating to the product's use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized USDD representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of USDD, use with non-USDD products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in USDD's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. USDD shall not be liable to provide Services at any time when Customer is in breach of any obligation to USDD under this Agreement or any other contract.

8. **Additional Services by USDD**. Except for the Services, all other acts or performances requested or required of USDD by Customer ("Additional Services") will be charged at USDD's then current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. Additional Services shall include (without limitation) Customer's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by USDD on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 18% per annum.

9. **Customer Facilitation of Services**. In order to facilitate USDD's delivery of the Services, Customer will appoint a person from its staff to consult with USDD and provide such information, access, description, and guidance as is necessary for USDD to perform its duties hereunder ("System Administrator"). The Customer will ensure that the System Administrator is reasonably available to USDD. USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limitation, direction to provide Additional Services. The Customer may replace the person serving as its System Administrator only upon prior written notice to USDD. Without limiting the foregoing, Customer will be responsible for the following:

a. The provision of VPN or other means for remote access to the System for remote access support;

b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;

c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;

d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;

e. The correct use of the System in accordance with USDD's operating instructions; and

f. The security and integrity of the System.

10. **Ongoing Service Term, Renewal and Termination**. The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year ("Initial Term"). Unless previously terminated as set forth in this Section, Customer may renew this agreement for four (4) additional one-year terms (each an "Additional Term") by giving written notice of Customer's intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the "Annual fee" (as defined below). This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. USDD may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If Customer fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, USDD may terminate this Agreement immediately upon non-payment of any sum due from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to USDD shall be nonrefundable.

11. **Annual Fees**. On or before the first day of the Initial Term and each Additional Term (each a "Due Date"), Customer shall pay USDD an Annual Fee in advance for the Services and to be delivered hereunder (the "Annual Fee"). The Annual Fee shall be the product of the total cumulative sales price of all Hardware, Software, and other tangible goods or equipment provided to Customer at any time under any circumstances ("Base Amount"), multiplied by **.11**. Customer acknowledges and agrees that the Base Amount is cumulative and will increase by the purchase price of all Software, Hardware and Services purchased in the future. USDD may calculate the Base Amount, determine the Annual Fee and invoice Customer therefore 45 days prior to the subject Due Date. Customer shall pay the Annual Fee on or before the Due Date or 30 days after the date of the invoice, whichever is later. Invoices remaining unpaid shall bear interest at 18% per annum. Annual Fees are nonrefundable.

12. **Failure to Renew**. In the event Customer declines to renew this Agreement for any Additional Terms or otherwise terminates this Agreement, the System shall be deemed by USDD to have been abandoned by Customer. USDD will not provide any further Services for the System, and Customer will not be allowed to reinstate service and support of the System through another Service Agreement.

13. **Limited Warranty**. USDD warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS**. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any hardware under this warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

14. **Virtualized Environment**. If Customer elects to deploy the Communications Gateways on a virtual server hosted by Customer or other third party or parties, the following additional terms and limitations shall apply:

a. USDD does not certify any third party virtualized server solutions for implementation of USDD products, including the Communications Gateway. Use of a virtualized environment, performance of the environment and configuration shall be the sole responsibility and risk of the Customer. USDD cannot warrant or guarantee the performance of the Communications Gateway or other USDD applications used in virtualized environments.

b. The System is a mission critical system. Customer must ensure that its personnel have been trained in the installation and deployment of any virtual server software to be used by Customer prior to attempting deployment of the System. Customer shall be solely responsible for planning the deployment of the virtualized server components. Customer shall be responsible to configure each virtual server to meet the minimum processor, memory, disk and configuration requirements recommended for the server component as documented by USDD.

c. USDD will provide support for issues that are known to occur in the Communications Gateway's native operating system, or can be demonstrated that the issue is not the result of operating the Communications Gateway in the virtual environment. USDD encourages Customer to obtain and maintain service and support for its virtual server components and software as USDD cannot provide support for the virtual environment.

15. **Arbitration**. If the Parties are unable to informally resolve any dispute arising out of this Agreement either during or after its Term, including the question as to whether any particular matter is subject to arbitration, the parties agree to submit the matter to binding arbitration. In the event the parties have not agreed upon an arbitrator within 20 days after either party has demanded arbitration in writing, either party may file a demand for arbitration with the Phoenix regional office of the American Arbitration Association ("AAA") and a single arbitrator shall be appointed in accordance with the then existing Commercial Arbitration Rules of the AAA. Discovery may be conducted either upon mutual consent of the parties, or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to insure that this purpose is preserved. The dispute between the parties shall be submitted for determination within 60 days after the arbitrator has been selected. The decision of the arbitrator shall be rendered within 30 days after the conclusion of the arbitration hearing. The decision of the arbitrator shall be in writing and shall specify the factual and legal basis for the decision. Upon stipulation of the parties, or upon a showing of good cause by either party, the arbitrator may lengthen or shorten the time periods set forth herein for conducting the hearing or for rendering a decision. The decision of the arbitrator shall be final and binding upon the parties. Judgment to enforce the decision of the arbitrator, whether for legal or equitable relief, may be entered in any court having jurisdiction thereof, and the parties hereto expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. The arbitrator shall conduct all proceedings pursuant to the then existing Commercial Arbitration Rules of the AAA, to the extent such rules are not inconsistent with the provisions of this Section. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

16. **Force Majeure**. Except for Customer's duty to pay sums due hereunder, neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement if such act, omission or failure arises from any cause beyond its control including acts of nature, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the date of this Agreement, fire communication line failures, power failures, earthquakes or other disasters. The party unable to fulfill its obligations due to Force Majeure will immediately:

a. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and

b. Use all responsible endeavors to avoid or remove the cause and perform its obligations.

17. **Headings and Usage**. The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

18. **Waiver**. No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

19. **Governing Law; Parties in Interest**. This Agreement will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the parties.

20. **Execution in Counterparts**. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any party executes this Agreement.

21. **Entire Agreement**. This Agreement contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the parties.

22. **Joint Effort**. This Agreement has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this Agreement or any term thereof.

23. **Savings Clause**. In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or

term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be and remain in full force and effect.

24. **Images and Testimonials**. During the term of this Service Agreement, Customer agrees that USDD may take, make or obtain images, pictures, photographs, commentary, and video and audio recordings of Customer's System and property and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered (collectively "Images"). In addition, USDD may request Customer to provide testimonials, endorsements, feedback or other written or oral comments concerning Customer's experience with the System (collectively "Testimonials"). Customer consents to USDD's use of such Images and Testimonials for verification, training, and promotional purposes in USDD's sole discretion and agrees that all such Images and Testimonials shall remain the property of USDD and may be used and exploited in any media format.

25. **Customer Representative**. The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery and performance by Customer under this Agreement will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

Superstition Fire & Medical District:	US Digital Designs, Inc.:
By: _____	By _____
Name: _____	DOMINIC MAGNONI, Vice President
Its: _____	
Date: _____	Date:_____

ADDENDUM A

This Addendum, made and entered into effective this ___ day of _____, 2018, is added to that certain Agreement between Superstition Fire & Medical District a political subdivision of the state of Arizona (hereinafter "SFMD") and US Digital Designs (hereinafter "Vendor"), to include the following provisions, the same as if said provisions were contained in the body of said document.

1. Termination: SFMD may terminate this Agreement pursuant to the provisions of A.R.S. §38-511.

2. 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.

3. Non-Discrimination: Vendor warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The Vendor shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.

4. Legal Arizona Workers Act Compliance: Vendor is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Vendor further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

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

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

5. 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.

6. 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.

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

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

9. Relationships: In the performance of the services described herein, the Vendor shall act solely as an independent contractor, and nothing here in or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Vendor.

10. Subcontracting: The Vendor may not assign this Agreement or subcontract to another party for performance of the terms and conditions hereof without the written consent of the SFMD, which shall not be unreasonably withheld.

11. 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.

12. Governing Law: This Agreement shall be construed and interpreted under the laws of Arizona.

13. 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.

14. 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 Vendor, on request shall furnish to SFMD duly executed forms as prescribed by the Arizona Industrial Commission showing that Workmen's Compensation and Occupational Disease Insurance is in full force and effect);

b. claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees;

c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor's employees, where attributable to Vendor's act or omission;

d. claims for damages as a result of personal injury, whether or not arising out of the employment with the Vendor;

e. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;

f. claims for professional errors or omissions;

g. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

h. claims involving 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.

15. 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 for the duration of the Agreement to not engage in, a boycott of Israel.

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

PASSED, APPROVED AND ADOPTED by the Governing Board of the Superstition Fire & Medical District this ___ day of _____, 2018.

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

By: _____
Board Chair

ATTEST:

_____
Board Clerk

VENDOR

By: _____

Name: _____

Its: _____

ARO \P:\DISTRICTS\SUPERSTITION FIRE\AGMTS\ADDENDUMS\Generic Addendum-Services 5.3.18.doc

US DIGITAL DESIGNS

1835 E Sixth Street, Suite 27
Tempe, Arizona 85281
Fax # 480-290-7896 Phone # 877-551-USDD
E-mail: sales@usdd.com

Quote

Date	Quote #
2-Aug-18	18-SFMD-001

This quote is effective until 30 Sept 2018

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

Terms	Rep	Project
Net 30		

ALL AMOUNTS QUOTED ARE IN US DOLLARS

Item	Description	Qty	Cost	Total
SrvAgrmt_Renewal	Renewal/Reinstatement Fee for G2 FSA annual service agreement	1	$ 36,438.88	$ 36,438.88
ServAgrmt_Annl	Annual Service Fee - 1 September 2018 to 31 August 2019 Base Amount: $193,813.90		$ 20,805.97	$ 20,805.97
Thank you for your business			**Total**	**$ 57,244.85**

Governing Board Meeting – August 15, 2018
Agenda Item: #9
BOD#: 2018-08-08

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**
- **Pension Board**
- **Board Sanctioned Committees**

Recommended Motion:
N/A

Go to Item 10

Go to Agenda

Governing Board Meeting – August 15, 2018
Agenda Item: 10
BOD#: 2018-08-09

Agenda Item Title:
Possible vote to go into Executive Session. The Board may vote to go into Executive Session pursuant to ARS §38-431.03(A)(3) for legal advice with an attorney regarding the Bourgeois settlement agreement and recent correspondence from Mr. Bourgeois; Possible instructions to the District's Attorney relating to the same pursuant to ARS §38-431.03(A)(4).

Submitted By:
Legal Counsel William Whittington

Background/Discussion:
Note: Executive Sessions are confidential pursuant to ARS §38-431.03(C).

Financial Impact:
N/A

Enclosure(s):
N/A

Recommended Motion:
*"Motion to go into Executive Session at **(State Time)** pursuant to ARS §38-431.03(A)(3) for legal advice with an attorney regarding the Bourgeois settlement agreement and recent correspondence from Mr. Bourgeois and possible instructions to the District's Attorney relating to the same pursuant to ARS §38-431.03(A)(4) ."*

Go to Item 11

Go to Agenda

Governing Board Meeting – August 15, 2018
Agenda Item: #11
BOD#: 2018-08-10

Agenda Item Title
Possible instructions from legal counsel regarding the Bourgeois matter.

Submitted By
Legal Counsel William Whittington

Background/Discussion
Possible instructions to legal counsel regarding the Bourgeois matter.

Financial Impact(s)/Budget Line Item
NA

Enclosure(s)
NA

Recommended Motion
"Motion TBD"

Go To Item 12

Go to Agenda

Governing Board Meeting – August 15, 2018
Agenda Item: 12
BOD#: 2018-08-11

Agenda Item Title
New Business / Future Agenda Items

Submitted By
Board of Directors

Background/Discussion
This item is used as a placeholder to discuss New Business / Future Agenda Items, the Board may want on a future agenda.

Financial Impact
N/A

Enclosure(s)
N/A

Recommended Motion:
N/A

Go to Item 13

Go to Agenda

Governing Board Meeting – August 15, 2018
Agenda Item: 13
BOD#: 2018-08-n/a

Agenda Item Title
Announcements

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

Recommended Motion:
N/A

Go to Item 14

Go to Agenda

Governing Board Meeting – August 15, 2018
Agenda Item: 14
BOD#: 2018-08-12

Agenda Item Title
Adjournment

Recommended Motion:
"Motion to adjourn the Board meeting."

Go to Agenda

Appendix A

A. **Board Meeting Minutes from July 18, 2018**

Submitted By
Board Clerk Gene Gehrt
Board Secretary Sherry Mueller

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

Financial Impact/Budget Line Item
N/A

Enclosure(s)
July 18, 2018 Board Meeting Minutes

Superstition Fire & Medical District

Phone (480) 982-4440 ~ sfmd.az.gov

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119
Fax (480) 982-0183

Regional Training Center
3700 East 16th Avenue
Apache Junction, AZ 85119
Fax (480) 982-3268

Fleet & Facilities Services
1455 East 18th Avenue
Apache Junction, AZ 85119
Fax (480) 983-7443

Governing Board Meeting Minutes
July 18, 2018

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, JULY 18, 2018. 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 House called the meeting to order at 5:30 PM.

B. Pledge of Allegiance
Pledge of Allegiance was led by Director Moeller.

C. Roll Call
Chairman Todd House, Clerk Gene Gehrt, Director Jeff Cross, Director Jason Moeller and Director Larry Strand.

Senior Leadership Team in attendance were Fire Chief Mike Farber, Acting Assistant Chief Richard Ochs, Acting Assistant Chief Richard Mooney, Finance Director Roger Wood, and Acting Administrative Director Anna Butel.

Legal Counsel William Whittington and Board Secretary Sherry Mueller were also present for the meeting.

1. Review and approval of the June 2018 financial reports and bank reconciliations. (BOD #2018-07-01)

Motion by Director Cross to approve the June 2018 financial reports and bank reconciliations.

Seconded by Director Strand.

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

2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2018-07-02)

Employee Service Anniversaries were recognized:

- Mark Blackstone, Engineer / Paramedic / TRT – **34 Years of Service**
- Amy Brooks, Captain / Paramedic – **25 Years of Service**
- Brett Broman, Battalion Chief / Paramedic - **23 Years of Service**
- Andrew Colby, Engineer / Paramedic / TRT – **22 Years of Service**

- Steve Gereg, Firefighter / Paramedic – **22 Years of Service**
- Brian Logsdon, Captain / TRT – **22 Years of Service**
- Brian White, Battalion Chief – **22 Years of Service**
- Brian Wyatt, Captain / Paramedic – **22 Years of Service**
- Jeff Ehrlich, Captain / Paramedic – **18 Years of Service**
- Joe Garcia, Captain / Paramedic – **18 Years of Service**
- Mark Castaneda, Captain / Paramedic / TRT – **17 Years of Service**
- Dan McKinney, Firefighter / Paramedic – **17 Years of Service**
- Mike Farber, Fire Chief – **Official Badge Pinning Ceremony**

3. **Call to the Public. (BOD #2018-07-N/A)**
   No requests from anyone in the Public to speak.

4. **Consideration and possible approval of all consent agenda items listed below: (BOD #2018-07 – 03)**
   A. Board Meeting Minutes from June 20, 2018

Motion by Director Moeller to approve all consent agenda items. **Seconded** by Director Strand.

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

<u>Agenda Item #8</u> was moved here (BOD #2018-07-07):

Discussion, consideration and possible adoption of Resolution 2018-07-18-12 granting final approval for the sale and issuance of general obligation refunding bonds of the District including delegation to the Fire Chief and the Finance Director of the District to determine certain matters related thereto.

At the May 16, 2018, Board meeting, the Board approved Resolution 2018-05-16-08 that defined the authority to be given to the Fire Chief and Finance Director as they negotiated a Loan Repayment Agreement that would pay off the remaining 2006 GADA bond debt. The Fire Chief and Finance Director were authorized to further efforts that concluded in a Loan Repayment Agreement that covered all costs, did not require additional District funds, and that the refinancing effort resulted in a minimum net present value of savings no less than $425,000 over the remaining life of the bond. The resulting Loan Repayment Agreement must be approved and signed by the Board to be considered valid and duly authorized.

To that end, Chief Farber and Roger Wood have, in conjunction with Stifel, Nicolas & Company Inc., and Greenburg Traurig, Bond Counsel, received a loan proposal from JP Morgan Chase that will provide, after all costs, and estimated $456,000 savings in interest over the remaining 9 years of the original bond term. The loan proposal from JP Morgan Chase contains a prepayment clause that will allow the District to pay off the entire remaining loan without penalty after 5 years.

Finance Director Roger Wood talked about taking bids from numerous financing agencies. The successful bid was from JP Morgan Chase. We have been able to lock down the interest rate on the new Bond at 2.83% (fixed). Our current Bond is at 5% interest. That is where the savings is coming from.

Brian Lundberg, Managing Director, with Stifel, Nicolas & Company Inc. was present to speak to the Board and to answer any questions that the Board may have. There were no questions from the Board.

Motion by Clerk Gehrt to approve the 2006 GADA Bond Refinance Resolution 2018–07–18–12 to (1) provide final approval for the sale and issues not to exceed $ 5,471,000 aggregate principal amount of Superstition Fire & Medical District of Pinal County, Arizona General Obligation Refunding Bonds; (2) awarding the bonds to purchaser thereof; and (3) ratifying all actions take to further this Resolution. **Seconded** by Director Cross

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

5. **Public Hearing in accordance with ARS §48-805.02 in order to hear taxpayer's comments on the proposed Superstition Fire & Medical District revenue and expenditure budget for Fiscal Year 2018/2019. (BOD #2018-07-04)**

No person(s) from the public in attendance to comment on the Fiscal Year 2018/2019 expenditure budget.

6. **Discussion and possible approval of FY 2018/2019 Budget and adoption of Resolution 2018-07-18-10: Budget Adoption. (BOD #2018-07-05)**

Finance Director Roger Wood talked about the tentative budget versus the final budget. Some of the line items in the general operating fund ended up being lower than I had estimated back in May. For example, the ELBO pay out was not as high as I had expected it to be. Some spending items weren't as high as I had expected. This allowed us to increase our financial reserve up to 11.75% of tax revenue. The final Budget that were asking you to approve for Fiscal Year 2018/2019 is $21,768,079.91.

Motion by Director Strand to adopt Resolution 2018-07-18-10: Budget Adoption, fully adopting the estimates of proposed revenues and expenditures by the Superstition Fire & Medical District for the Fiscal Year beginning on July 1, 2018 and ending June 30, 2019 in the amount of $21,768,079.91 and declaring that such shall establish the budget of the Superstition Fire & Medical District for Fiscal Year 2018/2019. **Seconded** by Director Moeller.

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

7. **Discussion and possible adoption of Resolution 2018-07-18-11, authorizing the establishment of a line of credit with Wells Fargo for Fiscal Year 2018/2019. (BOD #2018-07-06)**

Finance Director Roger Wood talked about the line of credit with Wells Fargo. This is a $1.5 million line of credit (a reduction from last year) and the interest rate is 5%. The interest rate is variable and will vary over time.

Motion by Clerk Gehrt to approve Resolution 2018-07-18-11, authorizing the establishment of a line of credit with Wells Fargo, for $1.5 million for Fiscal Year 2018/2019. **Seconded** by Director Cross.

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

8. **Discussion**, consideration and possible adoption of Resolution 2018-07-18-12 granting final approval for the sale and issuance of general obligation refunding bonds of the District including delegation to the Fire Chief and the Finance Director of the District to determine certain matters related thereto. **(BOD #2018-07-07)**

** Agenda item #8 was moved to earlier in the meeting after agenda item number #4 **

9. **Discussion and possible approval of extending the 6-month pilot program for Engine 263. (BOD #2018-07-08)**

Fire Chief Mike Farber talked about the sixth-month pilot program for Engine 263, which expires at the end of June, 2018. He would like to extend this program for 2 - 3 more months while we are waiting on the SAFER Grant. This pilot program is intended to improve response time, decrease fire loss, increase survivability and increase Firefighter safety. Other benefits are reduction in Firefighter fatigue; decrease sick leave usage, and potentially reduce ISO ratings.

Motion by Clerk Gehrt to approve the continuation of the Engine 263 Pilot Program through September 30, 2018. **Seconded** by Director Cross.

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

ITEM #10 WAS REMOVED FROM THE AGENDA:

10. Discussion and possible approval of Lexipol software purchase (BOD #2018-07-09)

11. Discussion and possible approval of the purchase of Apparatus / Fire Engine. (BOD #2018-07-10)

Motion by Director Moeller to purchase the Pierce Velocity Pumper not to exceed $675,000, subject to approval of the terms of the ultimate contract. **Seconded** by Director Strand.

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

12. Reports (BOD #2018-07-11)

- Senior Leadership Team
- Labor
- Pension Board
- Board Sanctioned Committees

<u>Senior Leadership Reports</u>

Fire Chief Update

Fire Chief Mike Farber

- Testing Process for the following Positions:
  - Assistant Chief, Operations
  - Assistant Chief, Planning and Logistics
  - Administrative Services Director

Interviews will be held on July 19, presentation on July 24, and Chiefs interview on July 25, 2018.

- Congressman Paul Gosar, letter of support for FEMA Grant
- Impact of E263; improved Response Times, Safety and Survivability, reduced Fire Loss
- C-Shift E261 crew helped a local citizen, who is also a World War II Veteran, by temporarily fixing his roof last Monday following storm damage to his home.
- A-Shift L263 crew and Tina Gerola helped one of our Senior Citizens find temporary living arrangements at Motel 6 and arranged to have her air conditioning repaired following an EMS incident at her home. The home was found to be about 115° due to her malfunctioning air-conditioner. The hotel was provided by the SFMD and the air conditioning work was donated by a local vendor.

Operations Update

Acting Assistant Chief of Operations Richard Mooney

- Review of Structure Incidents:
  - June 18th Structure Fire at 597 E. Old West Highway (A-Shift)
  - June 18th Structure Fire at 1066 W. Windsong (A-Shift)
  - July 3rd Structure Fire, Mutual Aid for Superior Fire (B-Shift)
  - July 4th MVA at Broadway & Ironwood (C-Shift)

- Training Update
  - 3rd Quarter Ladder Training (Modern Ladder Behavior)
  - TRT Training (Swift Water Training & Helicopter Ops)

- Wildland Deployment
  - Type 3 San Bernardino, California (Tavares, McCollough, Frawley & Rivera)

Planning & Logistics Update

Acting Assistant Chief of Planning & Logistics Richard Ochs

- Community Events
  - June 25th Golden Days MHP – 110 Smoke Alarms, distributed (FEMA Grant)
  - June 29th Boys & Girls Club Hero Week – visited by A-Shift Station 261
  - July 10th Palmas Del Sol – Fire & Fall Safety presentation for Senior Adults
  - July 12th Self-Inspection Program; first Set of Letters Mailed to Businesses

- Transportation Services made an offer for a Full Time Emergency Medical Technician to Kelsey Christensen, which she accepted.

Administrative Services Update

Acting Administrative Director Anna Butel

- Completed the 2017 NFPA Fire Experience Survey
- Exported SFMD incident to NFIRS (1/1/2018 to 6/30/2018)
- Mediacom – Century Link Fiber Cut yesterday just outside of Phoenix that affected Apache Junction and Gold Canyon

Labor Update

No report given

Pension Board Update

No report given

Board Sanctioned Committees Update

No report given

13. New Business / Future Agenda Items (BOD #2018-07-12)

Senior Leadership is requesting a Work Session on Wednesday, August 1 at 2:00 p.m. to discuss the following items:

- Discussion regarding our Sick Leave Policy
- Discussion regarding our Procurement Policy
- Purchase of Lexipol

14. Announcements (BOD 2018-07-N/A)

Fire Chief Mike Farber presented each Board Member with a 60th Anniversary Commemorative Book. This book will also be provided to previous Fire Chief's.

15. Adjourn (BOD #2018-07-13)

Motion by Clerk Gehrt at 6:34 p.m. to adjourn the meeting. **Seconded** by Director Strand.

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

Governing Board Approval:

_____

Gene Gehrt, Board Clerk

Sherry Mueller

Superstition Fire & Medical District

Governing Board Meeting

Wednesday, July 18, 2018
5:30 pm

Agenda Item #1

BOD # 2018-07-01

Review and approval of the June, 2018 financial reports and bank reconciliations.

Agenda Item #2

BOD # 2018-07-02

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

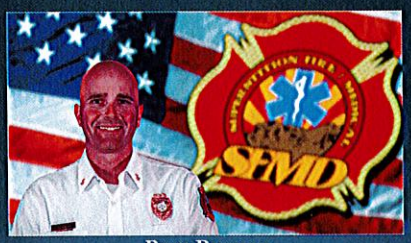
34 Years of Service

Mark Blackstone
Engineer/Paramedic

25 Years of Service

Amy Brooks
Captain/Paramedic

23 Years of Service



Brett Broman
Battalion Chief

22 Years of Service

Andrew Colby
Engineer/Paramedic

Steve Gereg
Firefighter/Paramedic

Brian Logsdon
Captain/EMT

22 Years of Service

Brian White
Battalion Chief

Brian Wyatt
Captain/Paramedic

18 Years of Service

Jeff Ehrlich
Captain/Paramedic

Joe Garcia
Captain/EMT

17 Years of Service

Mark Castaneda
Captain/Paramedic

Dan McKinney
Firefighter/Paramedic

Official Pinning Ceremony for Chief Farber

Agenda Item #3

BOD # 2018-07-n/a

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.

Agenda Item #4

BOD # 2018-07-03

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

a. Board Meeting Minutes from June 20, 2018

Agenda Item #5

BOD #2018-07-04

Public Hearing in accordance with ARS §48-805.02 in order to hear taxpayer's comments on the proposed Superstition Fire & Medical District revenue and expenditure for Fiscal Year 2018/2019.

Agenda Item #6

BOD #2018-07-05

Discussion and possible approval of FY 2018/2019 budget and adoption of Resolution 2018-07-18-10: Budget Adoption.

Agenda Item #6

BOD #2018-07-05

Superstition Fire & Medical District Budget - FY 2018 / 2019

Budget Income Summary

Revenue Summary by Fund Account (includes beginning cash balance)

FUND	2017 / 2018 Actual	2017 / 2018 Approved Amended Budget	2018 / 2019 Approved Budget	2019 / 2020 Budget Forecast
General Operating (M&O)	14,880,125.05	$ 14,641,551.57	$ 15,463,225.01	$ 15,920,668.01
Transport Services	3,183,609.02	$ 2,883,454.36	$ 3,043,734.06	$ 3,169,102.05
Capital Projects	1,688,909.36	$ 1,862,072.39	$ 1,815,443.60	$ 1,228,577.69
Special Revenue	98,548.88	$ 100,265.20	$ 365,712.95	$ 93,600.00
Debt Retirement Principal	615,145.49	$ 583,616.87	$ 612,776.64	$ 604,441.64
Debt Retirement Interest	382,772.08	$ 406,714.61	$ 347,187.57	$ 342,442.57
	$20,849,109.88	$20,457,675.00	$21,769,079.81	$21,358,831.96

Agenda Item #7

BOD #2018-07-06

Discussion and possible adoption of Resolution 2018-07-18-11, authorizing the establishment of a line of credit with Wells Fargo for Fiscal Year 2018/2019.

Agenda Item #8

BOD #2018-07-07

Discussion, consideration and possible adoption of Resolution 2018-07-18-12 granting final approval for the sale and issuance of general obligation refunding bonds of the District including delegation to the Fire Chief and the Finance Director of the District to determine certain matters related thereto.

Agenda Item #9

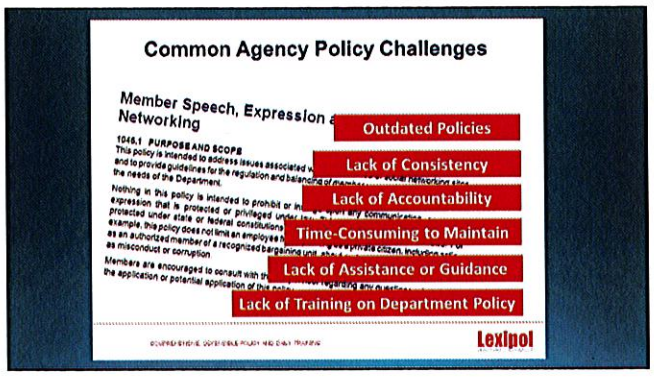
BOD #2018-07-08

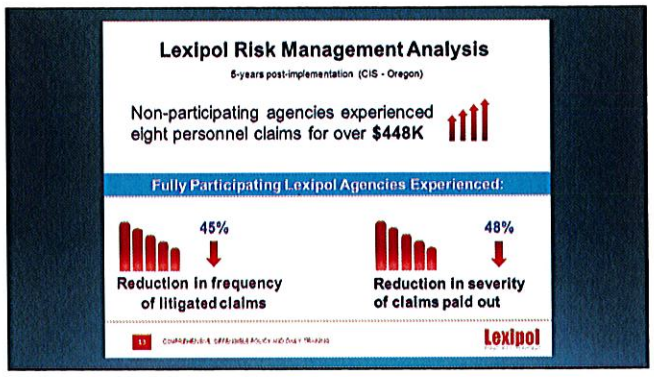
Presentation, discussion and possible approval for extending the six-month pilot program for Engine 263.

Agenda Item #10

BOD #2018-07-09

Discussion and possible approval of Lexipol Software Purchase.





Agenda Item #11

BOD #2018-07-10

Discussion and possible approval of the purchase of Apparatus/Fire Engine.

Agenda Item 12

BOD # 2018-07-11

Reports

- Senior Leadership Team
- Labor
- Pension Board
- Board Sanctioned Committees

Fire Chief Report

Testing Process for the following Positions:

Assistant Chief, Operations
Assistant Chief, Planning and Logistics
Administrative Services Director

Interviews will be held July 19, presentation on July 24, and Chief's interview on July 25, 2018.

DHS-FEMA Grant – Emergency Response

Assisted Local Resident

Monday, July 16th, following storm damage E261 crew and Battalion 261 assisted a local resident, Frank, with a temporary roof repair until his insurance company could arrange for permanent repairs.

Frank is a former World War II Veteran who fought in the Battle of the Bulge and in Normandy.

Assisted Local Resident

July 17th, L263 responded to a medical incident which resulted in a fatality. The resident (Mother, a US Army Veteran) was without air conditioning at the time and the temperature inside her home was about 115 degrees.

The Fire District arranged for temporary housing for the resident at a local hotel, and also arranged for a local vender, A&A Cooling, to make repairs of her air conditioner.

June Fires – Impact of E263

900 S. Idaho Rd., #49
F2018045158 on 6/4

Unit	Response Time	< 8 minutes
E261	5:25	✓
B261	6:23	✓
L263	6:46	✓
E262	6:59	✓
E217	8:26	

691 S. Gold Dr.
F2018047547 on 6/13

Unit	Response Time	< 8 minutes
E261	4:33	✓
B261	4:39	✓
E262	7:52	✓
E263	9:19	
B202	10:40	
L264	12:09	
SECOND DISPATCH		
E217	7:52	✓

June Fires – Impact of E263

450 S. Smythe Dr.
F2018048253 on 6/15

Unit	Response Time	< 8 minutes
E261	5:23	✓
E263	7:19	✓
L263	7:23	✓
B202	9:35	
B261	9:54	
E262	10:54	
SECOND DISPATCH		
E219	9:33	
E209	10:16	
E213	11:00	

597 E. Old West Hwy., #16
F2018048831 on 6/18

Unit	Response Time	< 8 minutes
B261	3:46	✓
E263	4:35	✓
L263	5:02	✓
E261	5:16	✓
E262	7:52	✓
B203	17:23	
SECOND DISPATCH		
E217	9:17	

June Fires – Impact of E263

1066 W. Windsong St.
F201848842 on 6/18

Unit	Response Time	< 8 minutes
B261	6:12	✓
B203	6:51	✓
E212	8:04	
E261	8:28	
E217	9:31	
L263	10:49	
E219	11:40	
E262	13:01	

THE PATROLLING OCCURRED IN A DIFFERENT GRIDDER DUE TO THE OTHER BEING OCCUPIED. AT 7:07 & 7:13 THE UNIT ON HAND THE CALL AS THEY BECAME AVAILABLE AND DRIVING IN A DIFFERENT GRIDDER THAN DISPATCHED. THIS RESULTS ARRIVAL ORDER AND TIME SUPERIOR TO THE TIME FROM DISPATCH TIME.

1332 S. Cedar Dr.
F201850064 on 6/22

Unit	Response Time	< 8 minutes
E217	6:11	✓
E263	6:40	✓
B261	9:19	
E219	9:58	
B203	14:30	
L263	15:50	
SECOND DISPATCH		
E261	9:11	
E262	10:48	

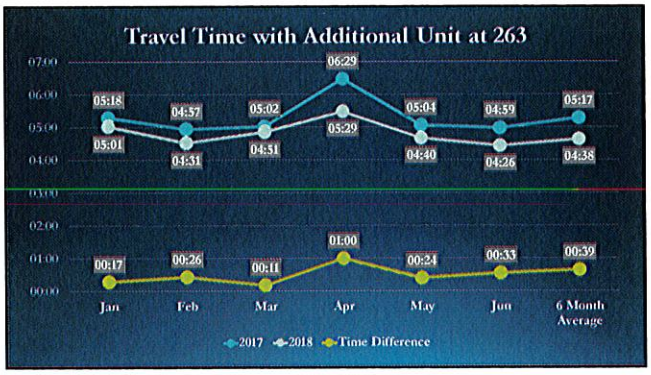
June Fires – Impact of E263

10039 E. Calypso Cir.
(Crismon & Broadway)
Auto Aid – F201851453 on 6/27

Unit	Response Time	< 8 minutes
E217	5:43	✓
E261	7:02	✓
E212	7:11	✓
B202	7:21	✓
L263	8:35	
B261	13:45	

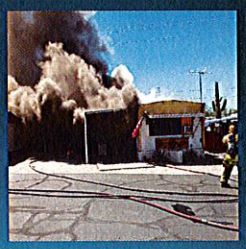
E263 – 6 Month Report

	2018 Jan-Jun	2017 Jan-Jun
Total Fires	20	12
Arrived in less than 8 minutes	7 - 35%	0 - 0%
Arrived between 8-9 minutes	3 - 15%	0 - 0%



Operations Update

- June 18, 2018
- Structure Fire 18-48831
- 597 E. Old West Hwy, #16
- A-Shift



Operations Update Continued

- June 18, 2018
- Structure Fire 18-48842
- 1066 W. Windsong
- A-Shift

Operations Update Continued

- July 3, 2018
- Mutual Aid w/ Superior Fire
- Structure Fire
- B-shift (BC261 & E265)

Operations Update Continued

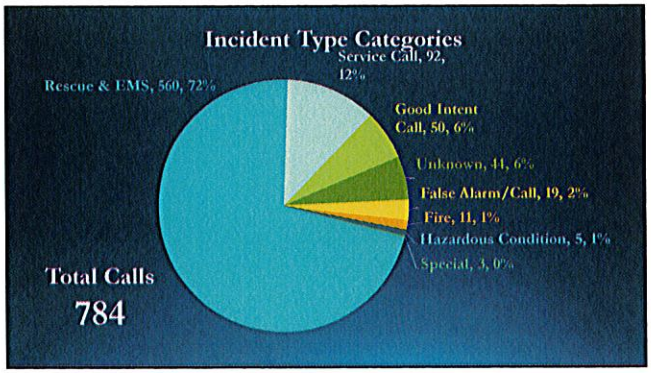
- July 4, 2018
- 1st Alarm MVA at Broadway & Ironwood
- 18-53203 (C-Shift)
- 3 vehicles, 6 patients w/ Extrication

Operations Update Continued

Training Update
- 3rd Quarter Ladder Training
  - Modern Ladder Behavior

TRT Training
- Swift Water Training & Helicopter Ops

Wildland Deployment
- Type 3 San Bernardino, California
- Tavares, McCollough, Frawley & Rivera



Planning & Logistics Update

6/25 – Golden Days MHP – 110 Smoke Alarms Distributed (FEMA Grant)

6/29 – Boys & Girls Club Hero Week – Visited by A-Shift Station 261

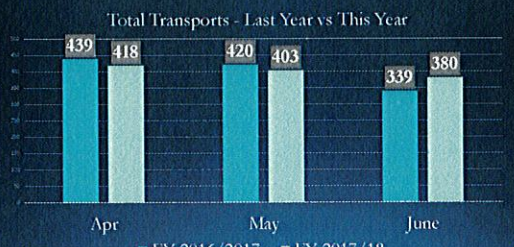
7/10 – Palmas Del Sol – Fire & Fall Safety Presentation for Senior Adults

7/12 – Self-Inspection Program Launched – First Set of Letters Mailed to Businesses

Planning & Logistics Update

- 7/17 – City Council Meeting – Our Community Risk Reduction Specialist, Tina Gerola accepted "August as Drowning Impact Awareness Month" Proclamation from Mayor Serdy
- 7/21 – Mountain Vista Medical Center's 11th Anniversary Family Health Expo – Water Safety Presentation by Tina Gerola and SFMD Crew will participate
- 7/30 – Captain Testing; Written Exercise and Oral Interview

Transport Services Update



Administrative Services Update

- Completed the 2017 NFPA Fire Experience Survey
- Exported SFMD incident to NFIRS (1/1/2018 to 6/30/18)
- Mediacom – Century Link Fiber Cut yesterday just outside of Phoenix that affected Apache Junction and Gold Canyon

Agenda Item #13

BOD # 2018-07-12

New Business/Future Agenda Items.

Senior Leadership would like to request a work session on August 1st, 2018 at 2:00 p.m. for discussion regarding the Sick Leave Policy, Procurement Policy and the purchase of Lexipol.

Agenda Item 14

BOD #2018-07-n/a

Announcements

Agenda Item #15

BOD # 2018-07-13

Adjourn

Appendix B

A. Board Work Session Minutes from August 1, 2018

Submitted By
Board Clerk Gene Gehrt
Board Secretary Sherry Mueller

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

Financial Impact/Budget Line Item
N/A

Enclosure(s)
August 1, 2018 Board Work Session Minutes

Superstition Fire & Medical District

Phone (480) 982-4440 ~ sfmd.az.gov

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119
Fax (480) 982-0183

Regional Training Center
3700 East 16th Avenue
Apache Junction, AZ 85119
Fax (480) 982-3268

Fleet & Facilities Services
1455 East 18th Avenue
Apache Junction, AZ 85119
Fax (480) 983-7443

Governing Board Work Session Meeting Minutes
August 1, 2018

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 WORK SESSION MEETING ON WEDNESDAY, AUGUST 1, 2018. 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 2:00 PM.

A. Call to Order
Chairman House called the meeting to order at 2:00 PM.

B. Pledge of Allegiance
Pledge of Allegiance was led by Director Strand.

C. Roll Call
Chairman Todd House, Clerk Gene Gehrt, Director Jeff Cross, Director Jason Moeller and Director Larry Strand.

Senior Leadership Team in attendance was Fire Chief Mike Farber, Assistant Chief Richard Ochs and Finance Director Roger Wood. Not in attendance was Assistant Chief Richard Mooney and Administrative Director Anna Butel.

Legal Counsel William Whittington and Board Secretary Sherry Mueller were also present for the meeting.

1. Discussion and possible action regarding the District's Policy 102.16: Earned Leave. (BOD #2018-08-01)
The Board voted to eliminate the mandatory 72-hour vacation usage. This change is effective immediately.

The Board asked for a canvass of other Districts / Departments to have a better understanding of how others address the Sick Time usage issue.

Clerk Gene Gehrt stated that he thinks we need to completely separate the Vacation Policy from Sick Leave Policy. Currently they are together. Vacation is a benefit and the Sick Leave is not.

Motion by Director Cross to remove the 72 Hour requirement for vacation usage.
Seconded by Clerk Gehrt.

Vote 4 ayes, 1 nays. **MOTION PASSED.**

2. **Discussion and possible revision of current Procurement Policy to address Contracts and to ensure all Contracts contain required ARS verbiage. (BOD #2018-08-02)**

   The Board does not wish to change the Procurement Policy process at this time.

No Motion.

3. **Discussion and possible approval of the purchase of Lexipol. (BOD #2018-08-03)**

   The Board approved the purchase of Lexipol.

Motion by Director Strand to purchase the Lexipol Subscription. **Seconded** by Clerk Gehrt.

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

4. **Discussion and possible approval of a 3-year agreement with TSI, Inc. for PortaCount calibration which is associated with the District's SCA equipment: (BOD #2018-08-04)**

Motion by Director Strand to approve the purchase of a 3-year service agreement from TSI, Inc. for the calibration of the District's PortaCount machine. **Seconded** by Director Cross.

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

5. **Call to the Public. (BOD #2018-08-N/A)**

None.

6. **Adjourn (BOD #2018-08-05)**

Motion by Clerk Gehrt at 3:50 p.m. to adjourn the meeting. **Seconded** by Director Strand and Director Cross.

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

Governing Board Approval:

_____

Gene Gehrt, Board Clerk

Sherry Mueller

Appendix C

C. Image Trend Annual Service / Support for Elite Platform and RescueBridge (P.O. #016112 and P.O. #016113)

Submitted By
Mike Farber, Fire Chief
Anna Butel, Administrative Services Director

Background / Discussion
The Records Management System (RMS) for SFMD is ImageTrend. ImageTrend houses the fire, EMS, and inspection databases. SFMD is cloud hosted by ImageTrend and as part of the support package we include features such as visual informatics, licensing, hospital hub, mapping and a few others. These fees are annual and line with what SFMD has been paying in past years.

Financial Impact/Budget Line Item
$17,200.00
$8,600.00
Total $25,800

Enclosure(s)
P.O. #016112
P.O. #016113

PURCHASING / PROCUREMENT FORM by PURCHASE ORDER (PO)

BOD # 2018-08-03 PO # 016112 (100) & 016113 (150)

LIMITS	REQUIREMENTS	APPROVALS
$0.00 - $749.00	FORM Not Required	Budget Manager, BC, Executive Assist., Facilities Specialist, HR
$750.00 - $1,999.99	FORM Not Required BUT need **3** Documented quotes	Budget Manager, BC, Executive Assistant, Facilities Specialist, HR
$2,000.00 - $24,999.99	**3** Written Bids	Budget Manager, BC, Executive Assistant, Facilities Specialist **AND** (+2) Fire Chief, Assistant Chief or Finance Director
$25,000 or MORE	**3** Written Bids	Budget Manager, BC, Executive Assistant, Facilities Specialist **AND** (+2) Fire Chief, Assistant Chief or Finance Director **AND** Governing Board

Quote # 1

Vendor Name: ImageTrend Vendor Phone #:

Vendor Address:

Quote Description: Annual Service/Support for Elite platform and RescueBridge legacy platform

See Attached Written Quote $ 25,800

Quote # 2

Vendor Name: Vendor Phone #:

Vendor Address:

Quote Description:

See Attached Written Quote $

Quote # 3

Vendor Name: Vendor Phone #:

Vendor Address:

Quote Description:

See Attached Written Quote $

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

- ☐ STATE CONTRACT /INTERGOVERNMI **(State Contract Number or Government Agency Must be o**
- ☑ SOLE SOURCE PROCUREMENT **(Supporting Documentation Must be with PO)**
- ☐ EMERGENCY ACTION **(Explanation Sent to Gov. Board Must be with PO)**
- ☐ COMPETITION SOLICITED WITH NO OFFERS
- ☐ STANDARDIZATION / COMPATABILITY REQUIREMENTS for EQUIPMENT
- ☐ TRAVELING EXPENSES with GOVERNMENTAL RATE **(Standard Rate Must be Specified on PO)**
- ☐ PRODUCT / SERVICE / AGENCY for EDUCATIONAL, TRAINING, EXPERIMENTAL, DEVELOPMENTAL or RESEARCH WORK
- ☑ EQUIPMENT ALREADY INSTALLED, CONNECTED, IN SERVICE AND IT IS DETERMINED ADVANTAGEOUS TO PURCHASE SAME
- ☐ ITEMS ARE SUBJECT TO RAPID PRICE FLUCTUATION OR IMMEDIATE ACCEPTANCE **(Attach Supporting Documents to PO)**

APPROVAL:

7/26/18 — A. Butel
DATE — DEPT. HEAD SIGNATURE

7/26/18 — Roger Wood
DATE — FINANCE DIRECTOR

DATE — ASSISTANT CHIEF SIGNATURE

DATE — FIRE CHIEF SIGNATURE

Superstition Fire & Medical District

Purchase Order

565 North Idaho Rd. Apache Junction, AZ 85119-4014
Phone: (480) 982-4440 Fax: (480) 982-0183

Date: July 26, 2018

TO: Image Trend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044

Vendor ID: IMATRI

Purchase Order # : **016112**

Requisition # : 15,221

Buyer:GIS
Created by:LMD
Created Date:7/26/2018
Updated by:LMD
Updated Date:7/26/2018

Ship To: Administration Building
565 N. Idaho Road
Apache Junction, AZ 85219

Page # : 1

Order Description: Annual Service/Support (100 Fund)

Line	AJFD Product #	Description	GL Acct #	Quantity	Unit Price	Amount
1	GLOBALSOFTWAF	ImageTrend Annual Service/Support	100106210508	1.00	$17,200.0000	$17,200.00

Important Conditions

1. Invoice in Duplicate
2. If price(s) are higher than specified, do not ship, advise us.
3. Do not ship or render any service prior to specified date, unless noted.
4. Goods subject to our inspection on arrival, not withstanding prior payment to obtain cash discount.
5. Goods rejected due to inferior quality or workmanship will be returned to you with charge for transportation both ways, and are not to be replaced except upon receipt of replacement PO from us.
6. Orders not shipped on date specified may be cancelled by us.
7. If these conditions are not acceptable, please advise us on receipt of the orders and before you make any shipment.

TOTAL **$17,200.00**

Purchasing Manager

Fire Chief

Superstition Fire & Medical District

Purchase Order

565 North Idaho Rd. Apache Junction, AZ 85119-4014
Phone: (480) 982-4440 Fax: (480) 982-0183

Date: July 26, 2018

TO: Image Trend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044

Vendor ID: IMATRI

Purchase Order # : **016113**

Requisition # : 15,222

Buyer:GIS
Created by:LMD
Created Date:7/26/2018
Updated by:LMD
Updated Date:7/26/2018

Ship To: Administration Building
565 N. Idaho Road
Apache Junction, AZ 85219

Page # : 1

Order Description: Annual Service/Support (150 Fund)

Line	AJFD Product #	Description	GL Acct #	Quantity	Unit Price	Amount
1	150-GLOBALSOFT	ImageTrend Annual Service/Support	150106210508	1.00	$8,600.0000	$8,600.00

Important Conditions

1. Invoice in Duplicate
2. If price(s) are higher than specified, do not ship, advise us.
3. Do not ship or render any service prior to specified date, unless noted.
4. Goods subject to our inspection on arrival, not withstanding prior payment to obtain cash discount.
5. Goods rejected due to inferior quality or workmanship will be returned to you with charge for transportation both ways, and are not to be replaced except upon receipt of replacement PO from us.
6. Orders not shipped on date specified may be cancelled by us.
7. If these conditions are not acceptable, please advise us on receipt of the orders and before you make any shipment.

TOTAL **$8,600.00**

A. Butel
Purchasing Manager

Fire Chief

Invoice

IMAGETREND®

Remit To:
ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044

Phone: 952-469-1589
Email: invoices@imagetrend.com

Bill To:
Superstition Fire and Medical District (Apache Junction
Barb Duffel
565 N. Idaho Road
Apache Junction AZ 85119

Invoice Number	111688
Invoice Date	6/1/2018
Terms	Net 30
PO Number	
Order Number	13272
Customer Number	1455

Ship To:
Superstition Fire and Medical District (Apache Junction
Barb Duffel
565 N. Idaho Road
Apache Junction AZ 85119

Item Name	Description	Qty	Unit Price	Total
ImageTrend Elite Rescue Investigations Mo	Annual Fee	1	$200.00	$200.00
ImageTrend Elite Rescue Scheduler Support	Annual Fee	1	$800.00	$800.00
ImageTrend Elite Rescue Visual Informatic	Visual Informatics: Fire Cube Annual Fee	1	$2,100.00	$2,100.00
ImageTrend Elite Rescue Telestaff Integra	Annual Fee	1	$2,500.00	$2,500.00
Resource Bridge Hospital Hub SaaS	Annual Fee	1	$1,500.00	$1,500.00
ImageTrend Elite Rescue CAD Integration S	Annual Fee	1	$2,500.00	$2,500.00
ImageTrend Elite Rescue MARS (Mapping) Tr	Annual Fee	1	$1,600.00	$1,600.00
ImageTrend Elite Rescue Visual Informatic	Visual Informatics: EMS Cube Annual Fee	1	$3,000.00	$3,000.00
ImageTrend Elite Rescue Support	Annual Fee	1	$3,600.00	$3,600.00
ImageTrend Elite Rescue Inspections Suppo	Annual Fee	1	$3,000.00	$3,000.00
ImageTrend Elite Rescue Hosting	Annual Fee	1	$5,000.00	$5,000.00

Invoice Sub-Total	$25,800.00
Taxes	$0.00
Invoice Total	$25,800.00

Thank you for your business!

Please include customer number and invoice number on your payment.

Appendix D

D. SCBA Replacement Bottles – Municipal Emergency Services (MES)

Submitted By
Assistant Chief Rick Ochs

Background / Discussion

This is a purchase of 61 New SCBA Bottles from MES. This purchase is an approved budget item within the FY 18/19 Capital (200) fund. MES is a "Sole Source" provider, no bids are included.

Cost each: $1,130.30 (61 Bottles)

Tax $4,619.54

Financial Impact/Budget Line Item
$73,567.84 (Capital Fund)

Enclosure(s)
N/A

MUNICIPAL EMERGENCY SERVICES

2330 West University Drive
Unit #10
Tempe, AZ 85281

Quote

Date	3/12/2018
Quote #	QT1161455
Expires	9/30/2018
Sales Rep	Amalfitano, Carlos
PO #	
Shipping Method	FedEx Ground

Bill To

Accounts Payable
Superstition Fire and Medical Di...
565 N IDAHO RD
APACHE JUNCTION AZ 85119-...

Ship To

Superstition Fire and Medical District
1455 E 18TH AVE
APACHE JUNCTION AZ 85119-7710

Item	Validity	Qty	Description	Tax	Unit Price	Amount
200129-01			4.5-45MIN CARB CYL&VLV NXG		61	1,130.30	68,948.30

Subtotal	68,948.30
Shipping Cost (FedEx Ground)	0.00
Tax Total	4,619.54
Total	$73,567.84

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1161455

SCOTT
SAFETY

March 19th 2018

To Whom It May Concern:
This letter acts to assure you that Municipal Emergency Services, Inc. (MES) is the "Sole Source Fire" distributor in Arizona. They represent all Scott Health & Safety; NFPA Fire Service Products. MES and its certified technicians and sales representatives are authorized to sell, install, train and service the Scott Health & Safety products they represent. Furthermore MES is authorized to distribute as well as enter into negotiations with end users pertaining to pricing and part number configurations. We have a great relationship with MES and they are the "Sole Source" "Class 1F "distributor for the State of Arizona. Please contact M.E.S. Direct for all sales and service on Scott Health & Safety commodities.

If you have any questions, please feel free to contact me.
480-227-9369.

Sincerely,

Don Moore

Don Moore
Scott Safety Regional Manager
Shur-Sales & Marketing

SHURSALES
RELENTLESS PASSION FOR FIREFIGHTER SAFETY

SFMD Budget Decision Package

Budget Year: 18/19

FY 2018

Proposed Action: Replacement of Expired SCBA Bottles

Proposed Implementation Date: Before 12/2018

The District currently has 151 bottles in use but will have to remove 75 of those from service in December 2018. This leaves the District with only 76 good bottles. The District requires a minimum of 137 bottles, thereby requiring the purchase of a minimum of 61 new bottles

Fiscal Impact: 61 x's $1,237.97 each

Total $75,516.17 200 fund

Submitted By: BC Jeff Cranmer