

VERSION 1.0
April 15, 2020



BOARD OF DIRECTORS MEETING

APRIL 15, 2020

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

TODD HOUSE, BOARD CHAIRMAN

KATHLEEN CHAMBERLAIN, BOARD CLERK

JEFF CROSS, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

LARRY STRAND, BOARD DIRECTOR



Superstition Fire & Medical District

Board of Directors Meeting Agenda

April 15, 2020

Mission Statement

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

The Board will hold a meeting on Wednesday, April 15, 2020. 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 March 2020 financial reports and bank reconciliations. (BOD #2020-04-01)**
- 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2020-04-02)**
- 3. Call to the Public. (BOD #2020-04-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 #2020-04-03):**
 - A. Board Meeting Minutes from March 18, 2020
 - B. Special Board Meeting Minutes from April 2, 2020
 - C. Disposition of Surplus Property – Toshiba Ricoh Copier – Donate to Goodwill
- 5. Discussion and possible approval of documents related to the next Fire Chief Selection – Ad-Hoc Committee Request for Proposal (RFP): About SFMD, Fire Chief Job Description and Executive Recruiting RFP. (BOD #2020-04-04)**

6. **Discussion and possible action regarding emergency check signing authority. (BOD #2020-04-05)**
7. **Discussion and possible approval of cancellation of Intergovernmental Agreement (IGA) with the Town of Florence and the Town of Superior for the Repair and Maintenance of their Fire Apparatus and related Fire Equipment. (BOD #2020-04-06)**
8. **Discussion and possible approval of a new contract for on-call plumbing services between SFMD and Ginco Plumbing LLC. (BOD #2020-04-07)**
9. **Discussion, presentation and possible approval of the following Policies brought for review at the March 18, 2020 Board Meeting for final approval at the April 15, 2020 Board Meeting. (BOD #2020-04-08)**
 - 701 – Personal Communication Devices
 - 900 – Illness and Injury Prevention Program
 - 901 – Arizona Division of Occupational Safety and Health Inspections
 - 902 – Arizona Division of Occupational Safety and Health Notifications of Illness, Injury or Death
 - 903 – Communicable Diseases
 - 904 – High-Visibility Safety Vests
 - 905 – Soft Body Armor
 - 906 – Apparatus/Vehicle Backing
 - 907 – Heat Illness Prevention Program
 - 908 – Respiratory Protection Program
 - 909 – Personal Alarm Devices
 - 910 – Health and Safety Officer (HSO)
 - 911 – Vehicle Seat Belts
 - 913 – Ground Ladder Testing
 - 915 – Hazardous Energy Control
 - 916 – Hazard Communication
10. **Discussion and presentation of the following Policies brought for review at the April 15, 2020 Board Meeting for final approval at the May 20, 2020 Board Meeting. (BOD #2020-04-09)**
 - 912 – Fire Station Safety
 - 1020 – Grievance Procedure
 - 1046 - Employee Discipline
11. **Reports. (BOD #2020-04-10)**
 - Senior Leadership Team (SLT):**
 - Fire Chief Mike Farber**
 - Assistant Chief of Emergency Operations Richard Mooney**
 - Assistant Chief of Planning & Logistics Richard Ochs**
 - Deputy Chief Jeff Cranmer**
 - Administrative Services Director Anna Butel**
 - Finance Director Roger Wood**
 - Captain John Walka**
 - Transportation Services Manager Billy Warren**
12. **New Business / Future Agenda Items. (BOD #2020-04-11)**

13. Announcements (BOD #2020-04-N/A)

14. Adjourn (BOD #2020-04-12)

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: April 9, 2020

At: 1500 Hours

By: Sherry Mueller

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

Governing Board Meeting – April 15, 2020

Agenda Item: 1

BOD#: 2020-04-01

Agenda Item Title

Review and approval of the March 2020 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), Bond Proceeds (300), 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), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds) between the Pinal County Treasurer's monthly bank statement and the District's Fund balance sheet report is provided. To signify Board approval of the monthly financial statements and bank reconciliations, the Board Chairman is requested to sign the attached Letter of Acceptance which will be kept on file at the District.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

*Monthly Financials provided under separate cover

Recommended Motion

"Motion to approve the March 2020 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 **March 2020**:

1. Financial Statement
2. Bank Reconciliations
 - a. General (100) Fund
 - b. Transport Services (150) Fund
 - c. Capital Projects (200) Fund
 - d. Bond Proceeds (300) Fund
 - e. Special Projects (400) Fund
 - f. Debt Principle (500) Fund
 - g. Debt Interest (600) Fund

Todd House, Board Chair

Date



March 2020

Governing Board Meeting – April 15, 2020

Agenda Item: 2

BOD#: 2020-04-02

Agenda Item Title

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

Submitted By

Fire Chief Mike Farber

Assistant Chief Rick Ochs

Background/Discussion

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

April Anniversaries



Go to Item 3

Go to Agenda

Governing Board Meeting – April 15, 2020

Agenda Item: 3

BOD#: 2020-041-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 – April 15, 2020

Agenda Item: 4

BOD#: 2020-04-03

Agenda Item Title

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

- A. Board Meeting Minutes from March 18, 2020 – **Appendix A**
- B. Special Board Meeting Minutes from April 4, 2020 - **Appendix B**
- C. Disposition of Surplus Property – Toshiba Ricoh Copier 1075 – Donate to Goodwill - **Appendix C**

Background/Discussion

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

Recommended Motion

“Motion to approve the consent agenda items for April 15, 2020.”



Go to Item 5

Go to Appendices

Go to Agenda

Governing Board Meeting – April 15, 2020

Agenda Item: #5

BOD#: 2020-04-04

Agenda Item Title

Fire Chief Selection Ad-Hoc Committee Request for Proposal (RFP)

Submitted By

Jeff Cross, Director

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

The Ad-Hoc committee is tasked with the update and creation of documents for an effective RFP. The RFP was authored for the selection of a recruitment company for the position of fire chief. The committee developed an informational document providing an overview of SFMD, reviewed and updated the fire chief job description, and created the RFP that includes expectations and scope of work.

The RFP contains vendor conflict of interest and disclosure, qualification requirements, the scope of work, cost breakdown, references, and criteria for evaluation and award. Following those items are legal items, cancellation of political subdivision and state contracts, payment terms, and adjustments for incomplete or unacceptable work. Pending the board of directors approval this item will go for legal review and approval.

Financial Impact(s)/Budget Line Item

None at this time.

Enclosure(s)

Recommended Motion

“Motion to approve the following documents about SFMD, Fire Chief Job Description, and Executive Recruiting RFP.”



Go to Item 6

Go to Agenda

Governing Board Meeting – April 15, 2020

Agenda Item: #6

BOD#: 2020-04-05

Agenda Item Title

Discussion and possible action regarding emergency check signing authority.

Submitted By

Director Larry Strand

Background/Discussion

Emergency signature authority was unanimously approved for Roger Wood, Finance Director, at the October 21, 2015 Board meeting. Since receiving this emergency authority, Wood has signed District checks on 8 instances out of 232 possible check runs (3.45%) since October 2015.

Chief Farber does not have signature authority for District checks in any capacity, and has never signed a District check in his entire tenure as Fire Chief.

District checks have been taken to Board members on several occasions to facilitate their timely signing of the checks. The most prevalent example is when District checks are taken to Chairman House's Pinal County office within the government complex containing the District Admin offices. In addition, Wood has taken checks to the fire station where Mr. Cross works on two occasions. Checks have also been taken to Mrs. Chamberlain's home on 2 occasions.

Financial Impact(s)/Budget Line Item

Enclosure(s)

Presentation will be provided at Board meeting.

Recommended Motion

"TBD."



Go To Item 7

Go to Agenda

Governing Board Meeting – April 15, 2020

Agenda Item: #7

BOD#: 2020-04-05

Agenda Item Title

Cancelation of Intergovernmental Agreement (IGA) with the Town of Florence and the Town of Superior for the Repair and Maintenance of their Fire Apparatus, and related Fire Equipment.

Submitted By

Assistant Chief Rick Ochs

Background/Discussion

The Fire District must exercise its option to cancel current IGA agreements with the town of Florence and the Town of Superior effective June 30, 2020. The SFMD Fleet Services Division staff is challenged to maintain the district own fleet and can no longer absorb the added workload of fleet maintenance for the Towns of Florence and Superior. Our contracts do allow for a 60 day notice of cancelation. Both of these notices of cancelation (*attached*) have been approved by Mr. Whittington.

Financial Impact(s)/Budget Line Item

Enclosure(s)

IGA Notice of Cancelation

Recommended Motion

“Motion to cancel the Intergovernmental Agreements between the Town of Florence Fire Department and the Town of Superior Fire Department effective June 30, 2020”.



Go to Item 8

Go to Agenda



Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

Town Manager
Town of Florence
P.O. Box 2670
Florence, AZ 85232
(520) 868-7500

Notice of Termination of Agreement

Regretfully the Superstition Fire & Medical District (SFMD) will not be able to continue in our agreement for the **Repair and Maintenance of Fire Apparatus and Equipment** beginning on July 1, 2020. The decision to end our Agreement with the Town of Florence has resulted from our struggles to adequately maintain a growing fleet, and our inability to increase fleet maintenance personnel. The SFMD must exercise the right to terminate the agreement with a 60 day notice, however we will continue to honor the agreement through June 30, 2020. We sincerely apologize for any challenges this may create for your organization.

Superstition Fire and Medical District

Board Chair: _____

Printed: _____

Board Clerk: _____

Printed: _____

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

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

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



Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

Town Manager
Town of Superior
P.O. Box 218
199 N. Lobb
Superior, AZ 85173
(520) 689-5752

Notice of Termination of Agreement

Regretfully the Superstition Fire & Medical District (SFMD) will not be able to continue in our agreement for the **Repair and Maintenance of Fire Apparatus and Equipment** beginning on July 1, 2020. The decision to end our Agreement with the Town of Superior has resulted from our struggles to adequately maintain a growing fleet, and our inability to increase fleet maintenance personnel. The SFMD must exercise the right to terminate the agreement with a 60 day notice, however we will continue to honor the agreement through June 30, 2020. We sincerely apologize for any challenges this may create for your organization

Superstition Fire and Medical District

Board Chair: _____

Printed: _____

Board Clerk: _____

Printed: _____

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

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

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

Governing Board Meeting – April 15, 2020

Agenda Item: #8

BOD#: 2020-04-07

Agenda Item Title

Discussion and possible approval of a new Contract for on-call plumbing services between SFMD and Ginco Plumbing LLC

Background / Discussion

The District published a Request for Proposal (RFP) on February 27th, 2020. The result was an Award of Bid offered to Ginco Plumbing LLC on April 2, 2020. The Fire District must now enter in to a contract with Ginco Plumbing LLC to provide “As-Needed” Plumbing Services, as per the provisions of the RFP. If approved by the Board, this contract will commence April 16, 2020 and will remain in effect until April 30, 2022.

Submitted By

Assistant Chief Rick Ochs

Financial Impact(s)/Budget Line Item

Enclosure(s)

Request for Proposal date February 27th, 2020 and the contract for plumbing services

Recommended Motion

“Motion to approve the contract for Professional Plumbing Services between the Superstition Fire & Medical District and Ginco Plumbing LLC.”



Go to Item 9

Go to Agenda



Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

REQUEST FOR PROPOSAL

- SERVICE:** A Professional Plumbing Company is needed to conduct repairs and maintenance of eight fire district facilities.
- ISSUE DATE:** February 27, 2020
- BID DUE DATE:** **March 23, 2020, before 4:00 P.M. LOCAL AZ. TIME**
- BID SUBMITTAL:**
- 1) Save this document to your computer.
 - 2) Provide an answer for each of the questions below in the area noted: **“Offeror’s Response”**.
 - 3) Title the document **RFP Plumbing Services** and save it as a **PDF document**.
 - 4) Email the document to rick.ochs@sfmd.az.gov before 4:00 P.M. on the March 23, 2020 due date.
- CONTRACT OFFICER:** Assistant Chief, Richard Ochs
TELEPHONE NUMBER: (480) 982-4440 X162
Email: rick.ochs@sfmd.az.gov

This solicitation may be obtained from our website at: **www.sfmd.az.gov**

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

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

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

STATEMENT OF INTENT

The Superstition Fire and Medical District (SFMD) in Apache Junction, Arizona, is soliciting proposals for a Professional Plumbing Company to provide "As Needed Services" for a two (2) year period beginning on April 16, 2020. Proposals received from Vendors in response to this request will be used to repair and maintain the Fire Districts eight facilities.

REQUEST FOR PROPOSAL TIMELINE

RFP notice	February 27, 2020
Deadline to submit Questions	March 19, 2020
Proposals Due	March 23, 2020
Proposal Evaluation Period	March 24 – April 2, 2020
Date of Award	April 2, 2020
Contract Approval	April 15, 2020
Contract Start Date	April 16, 2020

I. GENERAL INFORMATION.

A. Purpose. This Request For Proposal (RFP) is to contract for a Plumbing Company to complete plumbing repairs and maintenance for the Superstition Fire & Medical District facilities for a two year period beginning on April 16, 2020.

B. Who May Respond; Only plumbers who are currently licensed and bonded in the State of Arizona.

C. Instructions on Proposal Submission.

1. Closing Submission Date. Proposals must be submitted no later than **4:00 P.M. on March 23, 2020.**

2. Inquiries. Inquiries concerning this RFP shall be emailed to:

Richard Ochs, Assistant Chief of Planning & Logistics
Superstition Fire & Medical District at: rick.ochs@sfmd.az.gov

All questions regarding this RFP must be submitted no later than Wednesday, March 19, 2020 at 4:00 p.m.

3. Right to Reject. SFMD reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in this RFP.

II. INSTRUCTIONS TO BIDDERS

A. PREPARATION OF BID:

1. All bids shall be completed and submitted on this **Invitation for Bid (IFB)** document. It is permissible to copy these forms if required. Facsimiles, telegraphic bids or mailgrams shall not be considered.
2. No bid shall be altered, amended or withdrawn after the specified bid due time and date.
3. Periods of time stated as a number of days, shall be in calendar days.
4. It is the responsibility of all bidders to examine the entire IFB package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
5. The Fire District shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers for consideration shall be submitted providing adequate information in a straightforward and concise manner.
6. Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.

B. **INQUIRIES:** Any question related to an IFB shall be directed to the Contract Officer whose name and contact appears on the first page. The bidder shall not contact or ask questions of the department for whom the requirement is being procured. Questions shall be submitted in writing and forwarded to the Contract Officer by email. Any correspondence related to a solicitation should refer to the appropriate IFB title, page, and paragraph letter/number. Oral interpretations or clarifications will be without legal effect.

C. **WITHDRAWAL OF BID:** At any time prior to a specified IFB due date and time, a bidder (or designated representative) may withdraw a bid via email notification to the Contract Officer. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

D. **LATE BIDS:** Late bids shall be rejected.

E. **AMENDMENT OF BID:** The bidder shall acknowledge receipt of an IFB amendment by signing and returning the document by the specified due time and date.

F. **BID RESULTS:** A tabulation of bids received is forwarded upon request to bidders after evaluation and award. This tabulation is also on file and available for review **after contract award** in the Fire District Administrative Office.

G. AWARD OF CONTRACT:

1. The Fire District reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Fire District.
2. Notwithstanding any other provision of the IFB, the Fire District reserves the right to:
 - a. Waive any immaterial defect or informality; or
 - b. Reject any or all bids, or portions thereof; or
 - c. Reissue an IFB.
3. A response to an IFB is an offer to enter into a contract with the Fire District based upon the terms, conditions, and specifications contained in the Fire District's IFB. Bids do not become contracts unless and until they are executed and approved by the Fire District's Governing Board.

H. **TERM OF SERVICE:** The term of this Agreement will be from **April 16, 2020 through April 30, 2022**. The Agreement may be canceled at any time during the term of service upon a thirty (30) day written notice by either party.

- I. **PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of the Fire District and shall become a matter of public record available for review pursuant to Arizona Revised Statute governing public records.
- J. **PAYMENT:** The Fire District shall make every effort to process payment for the purchase of materials or services within twenty-one calendar days after receipt of materials or services and a correct invoice unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Payment terms offered shall be specifically stated in the bid.
- K. **TAXES:** All applicable sales tax shall be indicated as a separate item.

III. NOTIFICATION OF AWARD.

Upon conclusion of final negotiations with the successful company, all Offerors submitting proposals in response to this Request for Proposal will be informed, in writing, of the name of the successful consultant. It is expected that the contract shall be A Two (2) YEAR FIXED PRICE CONTRACT WITH OPTION FOR RENEWAL

- A. **Description of Entity.** SFMD is a Fire District that serves the City of Apache Junction, and the surrounding Unincorporated areas of Pinal County, including the Gold Canyon area. SFMD employs about 130 full-time employees and is a governmental agency that is governed by a five (5) member elected Board of Directors. District facilities are located at:

Administration Office	565 N. Idaho Rd. Apache Junction, AZ 85119
Fire Station 261	1135 W. Superstition Blvd. Apache Junction, AZ 85120
Fire Station 262	3955 E. Superstition Blvd. Apache Junction, AZ 85119
Fire Station 263	1645 S. Idaho Road Apache Junction, AZ 85119
Fire Station 264	7557 E. Hwy US-60 Gold Canyon, AZ 85118
Fire Station 265	9294 E. Don Donnelly Trail Gold Canyon, AZ 85118
SFMD Regional Training Center	3700 E. 16 th Ave. Apache Junction, AZ 85119
SFMD Fleet Services	1455 E. 18 th Ave. Apache Junction, AZ 85119

B. Scope of Services. The Offeror must be prepared to immediately enter into a contract (“Agreement”) for the services as set forth in this RFP, and shall be readily available to perform the following plumbing repairs and service as requested by the facilities managers:

1. On-Call Plumbing Maintenance and Repair Services at the Districts facilities. Routine maintenance, drain clearing, renovations, repairs, and commercial/industrial plumbing systems, to be performed by the Contractor on a time and material basis.
2. All work shall be performed according to the standards of the plumbing industry and to the complete satisfaction of the SFMD. All work shall conform to Uniform Building and Plumbing Codes, in compliance with all applicable laws, regulations, and procedures.
3. Services to be performed include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks and incidental and customary work necessary to competently perform on-call plumbing maintenance and repair work as requested.
4. The SFMD will not be responsible for the Contractor’s time to correct their defective work.
5. The job site shall be left clean and free of any debris at the completion of the Contractor's work.
6. The Contractor will be responsible for all damages to the facility or contents caused by the Contractor, their staff or subcontractors during the performance of their duties.
7. The general expectation is a timely response unless an alternate schedule is agreed upon by the SFMD.
 - **Non-Emergency service calls**; response within twenty-four (24) hours’ notice in most cases is expected.
 - **Emergency Service Calls**; response within one (1) hours’ notice in most cases is expected.
8. The Contractor shall furnish and maintain a phone contact number that is answered 24 hours per day, seven (7) days per week, including holidays. Workers shall be required to log in and out at each job site. If the Contractor is unable to perform required work in the times noted for Emergency and Non-Emergency Service Calls, the SFMD reserves the right to obtain services from another qualified contractor.
9. It is the Contractor’s responsibility to inform the SFMD if a job requires additional personnel beyond one (1) Journeyman and one (1) Apprentice. Approval for the use of additional workers must be obtained in advance from the Facilities Manager.
10. It shall be the Contractor’s responsibility to have qualified personnel to inspect the proposed job site to ensure reasonable accuracy in any estimate with appropriate assumptions.
11. It is understood and agreed that the SFMD will not guarantee any minimum amount of work during the time frame of any contract. Any contract resulting from this solicitation shall obligate the SFMD to utilize the successful bidder for the services described.
12. SFMD reserves the right to seek additional competition for additional or major renovations that are expected to exceed \$5,000.00. Should the Contractor anticipate any non-emergency job to exceed \$5,000.00, he/she shall provide a written job description and estimate to the SFMD Facilities Manager for approval prior to proceeding.

13. The Contractor shall submit an invoice with a signed copy of all work orders. Each invoice submitted **shall be itemized** per established hourly rates. Any hours billed following the initial two hours of a job are to be broken down to quarter-hour time increments. The invoice shall also list all parts utilized. All invoices must be submitted within thirty (30) days following completion of a job.
14. SFMD reserves the right to require proof of the Contractor's costs.
15. Although it is preferable for a Plumbing Company to submit a proposal addressing all of the above areas, SFMD will consider proposals for subsets of these areas.

IV. PROPOSAL CONTENTS.

The Offeror, in its proposal, shall thoroughly answer questions 1 – 4 below;

Question Number 1

Company Name:
Company Address:
Phone Number:
Email Address:
Business Licence:

PLEASE PROVIDE YOUR RESPONSE IN THE SPACE BELOW

Offeror's Response:

Question Number 2

Plumber Experience. The Offeror should describe its professional experience, years of experience, and include the names, addresses, contact persons, and telephone numbers of at least three commercial clients. Please include the criteria below in your review of experience:

- Proposed approach to scope of work.
- The Offeror's experience with similar clients and plumbing matters.
- Past experience with SFMD, if applicable.

PLEASE PROVIDE YOUR RESPONSE IN THE SPACE BELOW

Offeror's Response:

Question Number 3

Plumbing Company Staffing. The Contractor shall employ at least one (1) full time licensed plumber (Journeyman) and one (1) plumber's assistant (Apprentice). Bidders shall provide the level of experience of the individual(s) employed, and the license numbers of all licensed personnel available for this contract in the space provided below.

PLEASE PROVIDE YOUR RESPONSE IN THE SPACE BELOW

Offeror's Response:

Question Number 4

Hourly Rate. The Offeror's proposed price shall include information on the hourly billing rates of each plumber who is expected to work on SFMD facilities, and any fee's or cost such as Service Call fee's or

PLEASE PROVIDE YOUR RESPONSE IN THE SPACE BELOW

Offeror's Response:

V. VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

All vendors interested in conducting business with the Superstition Fire & Medical District (SFMD) must complete and return the Vendor Conflict of Interest Disclosure Form to be eligible to be awarded a contract. Please note that all vendors are subject to comply with SFMD's conflict interest policies, as stated within the certification section below.

If a vendor has a relationship with an SFMD official or employee or an immediate family member of an SFMD official or employee, the Vendor shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No SFMD official or employee or employee's immediate family member has an ownership interest in the vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated SFMD official or employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in the vendor's company.

3. No SFMD official or employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any SFMD official or employee to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure

Name of SFMD official, employees or immediate family members with whom there may be a potential conflict of interest.

() Relationship to employee

() Interest in vendor's company

() Other

I certify that the information provided is true and correct by my typed name or signature below:

VI. Evaluation Procedure and Criteria.

SFMD's Senior Leadership Team (SLT) will review proposals and make recommendations to the Fire Chief and Board of Directors for final approval. The Fire Chief and Board of Directors may request a meeting with qualified Offerors prior to final selection. Once a Plumber or Plumbing Company has been chosen a contract will be finalized and approved by the Fire District.

CONTRACT PERIOD

1. The contract period shall be April 16, 2020 through April 30, 2022.
2. Proposed contract approval date is April 15, 2020
3. The attached **Professional Services Addendum** must be signed in conjunction with a contract for services.
4. SFMD reserves the option to renew this agreement for an additional (2) year term.
5. Contracted rates must be guaranteed for a minimum of twenty-four (24) months.

STANDARD TERMS AND CONDITIONS

(PROFESSIONAL SERVICES)

This Addendum, made and entered into effective this ____ day of _____, 2020, is added to that certain Agreement between Superstition Fire & Medical District a political subdivision of the state of Arizona (hereinafter "SFMD") and _____ (hereinafter "Vendor"), to include the following provisions, the same as if said provisions were contained in the body of said document.

1. Termination: SFMD may terminate this Agreement pursuant to the provisions of A.R.S. §38-511.
2. Limits of Liability: Notwithstanding any provision or proposal to the contrary, the Vendor's liability shall not be limited to the amount of its fees, but instead the Vendor shall be liable for any damages as a result of Vendor's breach of Agreement or negligent acts or omissions.
3. Indemnification: To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless SFMD, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Agreement by the Vendor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Vendor may be legally liable.
4. Non-Discrimination: 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.
5. 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.

6. Non-appropriation: This Agreement shall be subject to available funding for SFMD, and nothing in this Agreement shall bind SFMD to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
7. 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.

8. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
9. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.
10. 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.
11. 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.
12. 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.
13. Governing Law: This Agreement shall be construed and interpreted under the laws of Arizona.
14. 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.
15. 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 the 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.

16. 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 _____, 2020.

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

By: _____
Board Chair

ATTEST:

Board Clerk

VENDOR

By: _____

Name: _____

Its: _____



Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

CONTRACT FOR SERVICES AGREEMENT

Professional Plumbing Services

Between

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

And

Ginco Plumbing LLC
Business License: #276103

DATED AS OF April 16, 2020

CONTRACTIAL AGREEMENT FOR AS NEEDED REPAIRS AND MAINTENANCE OF EIGHT FIRE DISTRICT FACILITIES.

This Agreement is entered into effective as of April 16, 2020 by and between the Superstition Fire & Medical District, a political subdivision of the State of Arizona (“SFMD”) and Ginco Plumbing LLC, ("Ginco") a private business, collectively referred to as the Parties.

RECITALS

Whereas, Ginco Plumbing LLC has an established Plumbing Company and has chosen to enter into a two year contract with the SFMD to provide as needed plumbing services for its eight facilities; and

Whereas, Ginco was Awarded a Bid on April 2, 2020 following a “Request for Proposal” for a Professional Plumber, provided by the SFMD and dated February 27, 2020, and

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

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

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

Whereas, each Party has determined that it is its best interests and mutually beneficial to enter into a two year contract as set forth in this Agreement; and

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

1 Recitals.

- a. The Recitals set forth above are incorporated into the terms and conditions of this Agreement.

2 Effective Dates and Conditions

- a. This Agreement shall be effective on the 16th day April, 2020 and shall continue in full force and effect until the 30th day of April, 2022, unless otherwise terminated as provided in this Agreement.
- b. This Agreement may be renewed by the SFMD for one additional Two Year Term provided the Parties mutually agree upon any changes to the rate schedule within 90 days of the expiration of then current term.
- c. Either Party may cancel this Agreement with sixty (60) days written notice to the other party.
- d. In the event of a material breach of any of the provisions in this Agreement, the non-breaching Party may terminate this Agreement by delivering written notice to the breaching party specifically stating the nature of the breach giving the breaching party 30 days to cure the breach. If the breach is not cured, this Agreement shall be deemed terminated.
- e. SFMD reserves the right to seek additional competition for additional or major renovations that are expected to exceed \$5,000.00. Should the Contractor anticipate any non-emergency job to exceed \$5,000.00, he/she shall provide a written job description and estimate to the SFMD Facilities Manager for approval prior to proceeding.

3. Payments

- a. **Fee:** Ginco will bill for services at a rate of \$65.00 per hour, per person. Ginco will bill at the same rate of \$65.00 per hour, per person at night, after hours, on weekends and on holidays.
- b. **Invoice for Payment:** Ginco shall submit an invoice with a signed copy of all work orders. Each invoice submitted **shall be itemized** per established hourly rates. Any hours billed following the initial two hours of a job are to be broken down to quarter-hour time increments. The invoice shall also list all parts utilized. All invoices must be submitted within thirty (30) days following completion of a job.
- c. **Taxes Liability:** Ginco is solely responsible for payment of income, social security and other employment taxes due to the proper taxing authorities, and SFMD will not deduct such taxes from any payment to the Company.
- d. **SFMD** shall make every effort to process payment for the purchase of materials or services within twenty-one calendar days after receipt of materials or services and a correct invoice unless a good faith dispute exists as to any obligation to pay all or a portion of the account. All applicable sales tax shall be indicated as a separate item. SFMD reserves the right to require proof of the Contractor's costs.

4. Obligations of Ginco Plumbing.

- a. Ginco shall provide On-Call Plumbing Maintenance and Repair Services at the Districts facilities as identified below. Routine maintenance, drain clearing, renovations, repairs, and

commercial/industrial plumbing systems, to be performed by Ginco on a time and material bases.

Administration Office	565 N. Idaho Rd. Apache Junction, AZ 85119
Fire Station 261	1135 W. Superstition Blvd. Apache Junction, AZ 85120
Fire Station 262	3955 E. Superstition Blvd. Apache Junction, AZ 85119
Fire Station 263	1645 S. Idaho Road Apache Junction, AZ 85119
Fire Station 264	7557 E. Hwy US-60 Gold Canyon, AZ 85118
Fire Station 265	9294 E. Don Donnelly Trail Gold Canyon, AZ 85118
SFMD Regional Training Center	3700 E. 16 th Ave. Apache Junction, AZ 85119
SFMD Fleet Services	1455 E. 18 th Ave. Apache Junction, AZ 85119

- b. All work shall be performed according to the standards of the plumbing industry and to the completed satisfaction of the SFMD. All work shall conform to Uniform Building and Plumbing Codes, in compliance with all applicable laws, regulations, and procedures.
- c. Services to be performed include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks and incidental and customary work necessary to competently perform on-call plumbing maintenance and repair work as requested.
- d. The SFMD will not be responsible for the Contractor's time to correct their defective work.
- e. The job site shall be left clean and free of any debris at the completion of the Contractor's work.
- f. The Contractor will be responsible for all damages to the facility or contents caused by the Contractor, their staff or subcontractors during the performance of their duties.
- g. The general expectation is a timely response unless an alternate schedule is agreed upon by the SFMD.
 - **Non-Emergency service calls;** response within twenty-four (24) hours' notice in most cases is expected.
 - **Emergency Service Calls;** response within one (1) hours' notice in most cases is expected.
- h. The Contractor shall furnish and maintain a phone contact number that is answered 24 hours per day, seven (7) days per week, including holidays. Workers shall be required to log in and out at

each job site. If the Contractor is unable to perform required work in the times noted for Emergency and Non-Emergency Service Calls, the SFMD reserves the right to obtain services from another qualified contractor.

- i. It is the Contractor's responsibility to inform the SFMD if a job requires additional personnel beyond one (1) Journeyman and one (1) Apprentice. Approval for the use of additional workers must be obtained in advance from the Facilities Manager.
- j. It shall be the Contractor's responsibility to have qualified personnel to inspect the proposed job site to ensure reasonable accuracy in any estimate with appropriate assumptions.
- k. It is understood and agreed that the SFMD will not guarantee any minimum amount of work during the time frame of any contract. Any contract resulting from this solicitation shall obligate the SFMD to utilize the successful bidder for the services described.

5. Indemnification.

- a. Ginco shall defend, indemnify, and hold harmless SFMD, its officers, agents, employees, elected and appointed officials, and volunteers, from and against all actions, lawsuits, losses and expenses (including court costs, expenses for litigation, and reasonable attorney fees), damages, claims, or other liabilities of any kind ("Liability") resulting from or arising out of this Agreement (including, without limitation, Liability on account of any injury, sickness, disease, or death of any person or damage, destruction, or loss of any property). The obligations of this indemnification provision shall not apply in the event that any such Liability is found to have resulted from the negligence or intentional misconduct of Ginco.
- b. The obligation to indemnify survives the termination of this Agreement.

6. Insurance.

Each party represents that it shall maintain for the duration of this Agreement, sufficient policies of public liability insurance covering all of its obligations undertaken in the implementation of this Agreement.

7. Notices.

All notices or demands required under this Agreement from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or on the date deposited in the U.S. Mail addressed, or emailed, as follows:

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

TO GINCO: Ginco Plumbing LLC
1395 E. 18th Ave.
Apache Junction, AZ 85119
(480) 212-2777
gincoplumbing@gmail.com

8. Miscellaneous.

- a. Each party warrants that prior to signing this Agreement, all of its internal procedures; rules and regulations have been complied with. The signing of this Agreement constitutes a binding agreement.
- b. Failure of any party to strictly enforce any provisions hereunder shall not constitute a waiver of rights to demand strict performance of that, or any other provisions hereof at any time hereafter.
- c. The terms and conditions of this Agreement are separate and severable. If for any reason, any Court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.
- d. Neither the employees of SFMD shall become employees of Genco nor shall the employees of Genco become employees of SFMD by virtue of this Agreement. Nothing in this Agreement shall be construed to create any partnership or joint venture between the Parties.
- e. Pursuant to A.R.S. §38-511, SFMD may cancel this Agreement for conflict of interest.
- f. Limits of Liability: Notwithstanding any provision or proposal to the contrary, Genco's liability shall not be limited to the amount of its fees, but instead Genco shall be liable for any damages as a result of Genco's breach of Agreement or negligent acts or omissions.
- g. Non-Discrimination: Genco 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. Genco 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.
- h. Legal Arizona Workers Act Compliance: Genco 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"). Genco 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.

- i. 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.
- j. Third-Party Antitrust Violations: Ginco 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 Ginco toward fulfillment of this Agreement.
- k. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
- l. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.
- m. Subcontracting: Ginco 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.
- n. 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.
- o. 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.
- p. Insurance: Ginco shall purchase (and maintain) from a company or companies lawfully authorized to do business in Arizona such insurance as will protect Ginco and SFMD from claims set forth below which may arise out of or result from Ginco's operations under the parties' Agreement and for which Ginco may be legally liable, whether such operations be by Ginco 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:
 - i. claims under Workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (Ginco and all subcontractors of Ginco, 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);
 - ii. claims for damages because of bodily injury, occupational sickness or disease, or death of Ginco's employees;
 - iii. claims for damages because of bodily injury, sickness or disease, or death of any person other than Ginco's employees, where attributable to Ginco's act or omission;
 - iv. claims for damages as a result of personal injury, whether or not arising out of the employment with Ginco;
 - v. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - vi. claims for damages because of bodily injury, death of a person or property damage arising out of the ownership, maintenance or use of a motor vehicle; and

- vii. claims involving Ginco'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 ii-v above. Ginco 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.

- q. 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, Ginco 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 Ginco under the Agreement shall become the property of and be delivered to the SFMD upon demand. Ginco 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.
- r. To the extent required by law, the undersigned Ginco 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.

9. Compliance with Legal Authorities.

- a. The parties shall each be responsible for their respective compliance with all requirements of any federal, state, county or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements.
- b. Each party shall comply with the notice provisions of A.R.S. § 23-1022(e). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, and said party shall have the sole responsibility for the payment of workers' compensation benefits or other fringe benefits of said employees.
- c. This Agreement and all documents and instruments executed in furtherance hereof may be amended or supplemented only by an instrument in writing, signed by the parties against which enforcement thereof may be sought.
- d. Titles and headings of the paragraphs contained herein are solely for the purpose of convenience and are not intended to in any way affect, control or limit the meaning or application of any such paragraph.
- e. Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words or expressions.
- f. The Parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them, or by any person acting for or on their behalf, which are not fully and completely set forth herein. This Agreement supersedes any terms, conditions, covenants or other documents or agreements between the Parties.

- g. This Agreement has been negotiated by the Parties and no Party has acted under compulsion or duress, economic or otherwise. The Parties waive any rule of interpretation which would construe any provision of this Agreement against any Party who drafted this Agreement.
- h. This Agreement and all documents and instruments executed in furtherance hereof, and the rights and obligations of the Parties hereunder, shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Arizona, statutory and decisional, in effect from time to time, without giving effect to principles of conflicts of law. All Parties consent to personal jurisdiction in Arizona, and venue for any action to enforce this Agreement shall be in Pinal County, Arizona.

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be executed this _____ day of _____, 2020.

Superstition Fire and Medical District

Ginco Plumbing LLC

Board Chair: _____

By: _____

Printed: _____

Its: _____

Board Clerk: _____

Printed: _____

Governing Board Meeting – April 15, 2020

Agenda Item: #9

BOD#: 2020-04-05

Agenda Item Title

SFMD Policy Manual – Policies reviewed in March for approval in April 2020.

Submitted By

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

In the March Board of Directors meeting, the following policies were submitted for review:

New Policies for Review:

- 701 – Personal Communication Devices
- 900 – Illness and Injury Prevention Program
- 901 – Arizona Division of Occupational Safety and Health Inspections
- 902 – Arizona Division of Occupational Safety and Health Notifications of Illness, Injury or Death
- 903 – Communicable Diseases
- 904 – High-Visibility Safety Vests
- 905 – Soft Body Armor
- 906 – Apparatus/Vehicle Backing
- 907 – Heat Illness Prevention Program
- 908 – Respiratory Protection Program
- 909 – Personal Alarm Devices
- 910 – Health and Safety Officer (HSO)
- 911 – Vehicle Seat Belts
- 913 – Ground Ladder Testing
- 915 – Hazardous Energy Control
- 916 – Hazard Communication

These are essential policies and are part of the comprehensive Lexipol/SFMD policy manual.

Financial Impact(s)/Budget Line Item

N/A

Recommended Motion

- “Motion to approve policies: Personal Communication Devices, Illness and Injury Prevention Program, Arizona Division of Occupational Safety and Health Inspections, Arizona Division of Occupational Safety and Health Notifications of Illness, Injury or Death, Communicable Diseases, High-Visibility Safety Vests, Soft Body Armor, Apparatus/Vehicle Backing, Heat Illness Prevention Program, Respiratory Protection Program, Personal Alarm Devices, Health and Safety Officer (HSO), Vehicle Seat Belts, Ground Ladder Testing, Hazardous Energy Control, Hazard Communication.”



Go to Item 10

Go to Agenda

Governing Board Meeting – April 15, 2019

Agenda Item: #10

BOD#: 2020-04-09

Agenda Item Title

Policy Review – For possible approval in the May 2020 Board of Director Meeting.

Submitted By

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

As you are aware, SFMD is currently creating a new policy manual through the implementation of Lexipol. After your review, we will be seeking approval in the August meeting. Although, these policies require board approval they will not go into effect until the completion of the policy manual. Ideally, we do not want to burden the board with a large manual that requires approval all at once, and we want to avoid membership confusion by having only manual.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

New Policies for Review:

- 912 – Fire Station Safety
- 1020 – Grievance Procedure
- 1046 – Employee Discipline

Recommended Motion

No motion at this time.



Go to Item 11

Go to Agenda

Fire Station Safety

912.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish safety procedures for the Superstition Fire & Medical District members to follow, with the intent of reducing or eliminating workplace injuries or illnesses to both members and the public.

This policy does not repeat procedures already covered in the Communicable Diseases Policy that relate to fire station safety.

912.2 POLICY

Best Practice

It is the policy of the Superstition Fire & Medical District that all members should be involved in daily activities that are designed to provide a safe and healthy workplace and reduce or eliminate injuries or illnesses, both in the field and in the fire station. This policy addresses safety activities in the fire station. All members are expected to follow the procedures outlined in the policy, for the safety of themselves, other members and any visitors to the fire station. Safety practices specific to incident type or task are addressed in other policies.

912.3 PROCEDURE

Best Practice **MODIFIED**

For the safety of all occupants, the on-duty Captain at each fire station is responsible for ensuring the following procedures are applied to activities conducted in the fire station:

- (a) Personal protective equipment (PPE)
 1. Use adequate eye and face protection when there is a risk of eye injuries, such as punctures, abrasions, contusions or burns as a result of contact with flying particles, hazardous substances or projections. This includes, but is not limited to, working with grinders, drills, saws, welding equipment, mowers, edgers and while working under vehicles.
 2. Use hand protection when the work involves exposure to materials that are likely to cause cuts, burns or exposure to chemicals (e.g., working with trimmers, pruners, other tools).
 3. Wear hearing protection in compliance with the Hearing Conservation and Noise Control Training Policy.
- (b) Housekeeping and personal hygiene
 1. Maintain all rooms, kitchens, offices, hallways, stairways, storage rooms and apparatus rooms in a clean, orderly and sanitary condition.
 2. Clean and repair the source of water leaks quickly to avoid mold growth and report to facilities as needed.

Superstition Fire & Medical District

Policy Manual

Fire Station Safety

3. Smoking is prohibited in the building or near any entrance, exit, window or ventilation system, as provided in the Smoking and Tobacco Use Policy (ARS § 36-601.01).
 4. Avoid using compressed air to blow dirt, chips or dust from clothing while it is being worn.
 5. Maintain cooking appliances and eating utensils in good working order.
 6. Clean kitchen hoods and vents at least monthly. Ensure the hood light is installed and functioning.
 7. Post signs in all restrooms reminding employees/visitors to wash their hands.
- (c) Cooking
1. Use caution while cutting food with a kitchen knife. Be sure the item is secure on a flat surface before attempting to cut it.
 2. Use potholders to avoid burns when removing hot items from the oven and/or stovetop.
 3. Do not let pot handles extend over the counter.
- (d) Safe lifting
1. Store heavy or awkward objects at approximately waist level to prevent unnecessary lifting.
 2. Use team lifting for heavy or awkward objects that need to be lifted above the waist level. Do not attempt to lift or carry more than you can easily handle.
 3. Practice safe-lifting techniques: Use the legs to lift; keep the back straight and do not twist while lifting; keep the body as close as possible to the object being lifted.
- (e) Walking surfaces and exits
1. Ensure all primary exit routes are obvious, marked with an "Exit" sign and free of obstructions.
 2. Remove any objects that block hallways and/or passageways.
 3. Clean up or repair potential slip or trip hazards immediately on apparatus bay floors, kitchen floors, bathroom floors, hallways, outdoor walkways, etc.
 4. Ensure stairways are in good condition with standard railings provided for every flight having four or more risers.
 5. Ensure all areas of the building are adequately illuminated.
- (f) Apparatus floor
1. Mark ladders, pike poles and other items projecting from the apparatus clearly with brightly colored flags, stripes or other identification.
 2. Exercise caution and use handrails when exiting apparatus.
 3. Maintain apparatus doors in a safe, operable condition.

Superstition Fire & Medical District

Policy Manual

Fire Station Safety

4. Maintain adequate clearance for vehicles under apparatus doors.
- (g) Equipment, machinery and tools
1. Observe safety precautions when operating all equipment, machinery and tools.
 2. Avoid using defective equipment, such as ladders with broken rungs or power equipment without proper safety protection. Repair or replace defective equipment before use.
 3. Mount all equipment and machinery securely to the surface on which it sits.
 4. Ensure grinders and grinding wheels are adequately guarded. Guarding must include work rests, tool rests, eye shields and spindle/nut/flange coverage.
 5. Work rests and tool rests on grinders shall be within 1/8 inch and 1/4 inch respectively to the grinding wheel.
 6. Store maintenance hand tools safely when not being used. They shall be maintained and periodically inspected to ensure they are in a safe and operable condition.
 7. Portable ladders shall be adequate for their purpose, in good condition and have secure footing.
 8. Fixed ladders shall be equipped with side rails, cages or special climbing devices.
- (h) Electrical wiring, fixtures and controls
1. Maintain 36 inches of clear access around all electrical control panels.
 2. Label electrical switches and circuit breakers with their purpose.
 3. Ensure all electrical outlets have cover plates that are secured to the wall outlets.
 4. Ensure all extension cords are properly grounded and approved.
 5. Avoid using flexible cords and cables as a substitute for fixed wiring.
 6. Avoid hanging electrical cords on pipes, nail hooks, etc.
 7. Check all electrical cords for fraying or exposed plug wiring.
 8. Ensure all electrical tools do not have damaged power cords or plugs, worn switches, defective ground circuits or other faults that could render them unsafe for use.
- (i) Fire extinguishers and fire prevention
1. Ensure fire extinguishers are of the proper type for the expected hazards.
 2. Maintain portable fire extinguishers in a fully operable condition.
 3. Ensure fire extinguishers have a durable tag securely attached to show the maintenance or recharge date.
 4. Test the fire alarm system at least annually.
 5. Ensure a qualified person services the sprinkler system at least annually.

Superstition Fire & Medical District

Policy Manual

Fire Station Safety

6. Check smoke detectors periodically to ensure they are working properly.
 7. Maintain at least 18 inches of clearance below all sprinkler heads.
- (j) Hazardous materials and exposure prevention
1. Label all hazardous materials containers with the name of the hazardous material, applicable hazard warning and the name and address of the manufacturer, importer or responsible party.
 2. Evaluate compatibility of hazardous materials before they are stored. Incompatible hazardous materials shall be separated by distance, partitions, dikes, berms or secondary containment.
 3. Store hazardous materials separately from food, food preparation and eating areas.
 4. Store ignitable liquids in an approved, vented, flammable and combustible liquids storage cabinet.
 5. Use safety containers with self-closing lids for the storage of flammable liquids and soiled oily rags.
 6. Store cylinders of compressed gas in an upright position, away from combustible materials.
 7. Don wear or store turnout gear in the living quarters or buildings.
 8. Clean living quarters thoroughly on a regular basis, including vacuuming or frequently washing blankets, drapes and upholstered furniture.
 9. Wash clothing regularly, taking care not to spread contamination by taking clothing home.
 10. Perform regular vehicle inspection and maintenance to minimize diesel particulate and gas emissions.
- (k) Communicable diseases - If a member has been exposed to a hazardous material or a communicable disease, follow the reporting procedure in the Communicable Diseases Policy.
- (l) On-duty physical fitness activities - For safety guidelines during physical fitness, see the Physical Fitness and the Wellness and Fitness Program policies.
- (m) Visitor safety - For visitor safety guidelines, see the Community Fire Station Visitation Program Policy.

Grievance Procedure

1020.1 PURPOSE AND SCOPE

Best Practice MODIFIED

This policy establishes processes for resolving disputes or concerns regarding conditions of employment, unethical or wasteful conduct or other inappropriate conduct.

This policy does not apply to complaints related to alleged acts of discrimination or harassment or complaints of discrimination on the basis of other protected categories subject to the Discriminatory Harassment Policy. This policy also does not apply to complaints consisting of any alleged misconduct or improper job performance by any member that, if true, would constitute a violation of federal, state or local law, or a violation of district policy or the standards established in the Personnel Complaints Policy.

This policy does not prohibit adverse administrative action taken for legitimate nondiscriminatory or non-retaliatory reasons, including for-cause discipline.

The procedures set forth herein are intended to supplement and not limit a member's access to other applicable remedies. Nothing in this policy shall diminish the rights or remedies of a member pursuant to any applicable federal law, provision of the U.S. Constitution, state law, local ordinance or memorandum of understanding.

1020.1.1 GRIEVANCE DEFINED

Best Practice MODIFIED

A grievance is any difference of opinion concerning terms or conditions of employment or a dispute involving the interpretation or application of any of the following documents:

- A memorandum of understanding
- This Policy Manual
- Rules and regulations covering personnel practices or working conditions of members

A grievance includes any claim of waste, abuse of authority, or gross mismanagement and any practice within the District which may pose a threat to health, safety or security.

Grievances may be brought by an individual member or by a group representative.

1020.2 POLICY

Best Practice

It is the policy of this district that all grievances be handled quickly and fairly without retaliation against a member who files a grievance, whether or not there is a basis for the grievance. It is the philosophy of this district to promote free verbal communication between members and supervisors.

1020.3 RETALIATION PROHIBITED

Best Practice

Superstition Fire & Medical District

Policy Manual

Grievance Procedure

No member may retaliate against any person for reporting or making a complaint under this policy or for opposing a practice believed to be improper, unethical, wasteful or retaliatory or participating in any investigation pursuant to this policy or any other policy in this Policy Manual (see the Anti-Retaliation Policy).

Employees found to be in violation of this policy are subject to discipline. Supervisors who condone or ignore violations of this policy or otherwise fail to take appropriate action to enforce this policy are also subject to discipline.

1020.4 PROCEDURE

Best Practice **MODIFIED**

Except as otherwise required under a memorandum of understanding, grievances, as defined above, should be resolved using the following procedure or as stated in the memorandum of understanding.

1020.4.1 COMMUNICATING GRIEVANCES

Best Practice

Members are encouraged to communicate with supervisory personnel regarding any workplace problem or issue they feel needs immediate attention. Generally, any concern about a workplace situation should be first raised with the member's immediate supervisor unless that supervisor is part of the member's concern. It is recognized, however, that there may be occasions where the use of the normal chain of command may not be appropriate.

Any member who feels threatened in any manner or is otherwise concerned about reporting to his/her immediate supervisor may report this information directly to the Fire Chief or Department of Human Resources without first reporting the information to their immediate supervisor or following the chain of command.

This alternate process shall not be used to circumvent or avoid addressing issues through the normal chain of command.

1020.4.2 GRIEVANCE RECEIPT

Best Practice **MODIFIED**

Upon receipt of a verbal or written grievance, the receiving supervisor will promptly document the grievance on the Employee Grievance Form, initiate the investigative process and ensure that the appropriate supervisor and the Department of Human Resources are notified.

[See attachment: Employee Grievance Form.pdf](#)

Investigations are generally more effective when the identity of the grieving member is known, thereby allowing investigators to obtain additional information from the reporting member. However, a grievance may be made anonymously.

All reasonable efforts should be made to protect the reporting member's identity. However, confidential information may be disclosed to the extent required by law or to the degree necessary to conduct an adequate investigation and make a determination regarding a grievance. In some

Superstition Fire & Medical District

Policy Manual

Grievance Procedure

situations, the investigative process may not be complete unless the source of the information and a statement by the member is produced as part of the process.

The supervisor receiving the grievance should explain to the grieving member how the matter will be handled.

1020.4.3 RESOLVING GRIEVANCES

Best Practice **MODIFIED**

- (a) Supervisors receiving grievances should attempt to resolve the issue through informal discussion with the member.
- (b) If after a reasonable amount of time, generally ten days, the grievance cannot be settled by the immediate supervisor, the member may request a meeting with the second-line supervisor.
- (c) If a successful resolution is not found with the second-line supervisor, the member may request a meeting with the Fire Chief.
- (d) If the member and the Fire Chief are unable to arrive at a mutual solution, then the member shall proceed as follows:
 1. Submit a written statement of the grievance and deliver one copy to the Fire Chief and another copy to the immediate supervisor and include the following information:
 - (a) The basis for the grievance
 - (b) What remedy or goal is being sought by this grievance
- (e) The Fire Chief will receive the written grievance. The Fire Chief will review and analyze the facts or allegations and respond to the member within 14 calendar days. The response shall identify any corrective measures or other remedies as appropriate. The decision of the Fire Chief is considered final.

1020.5 RESPONSIBILITIES

Best Practice

1020.5.1 MEMBER RESPONSIBILITIES

Best Practice **MODIFIED**

This policy is intended to support efforts to identify and remediate workplace issues appropriately. Members are encouraged to identify workplace issues to bring about positive change in the District. Members shall act in good faith and not file trivial grievances or grievances intended to harass or deflect scrutiny or blame to another member.

Members shall make reasonable efforts to verify facts before making a grievance. Members shall not report or threaten to report information or a grievance knowing it to be false, with willful or reckless regard for the truth or falsity of the information or otherwise made in bad faith.

When making a grievance, members should provide as much information as possible and should cooperate fully with all investigations. Members shall maintain the confidentiality of any statements

Superstition Fire & Medical District

Policy Manual

Grievance Procedure

made in conjunction with an active grievance pursuant to this policy. This provision is not intended to diminish a member's rights or remedies afforded by applicable federal law, constitutional provision or memorandum of understanding.

Any employee who believes that he/she has been subjected to reprisal or retaliation should immediately report the matter to a supervisor in the member's chain of command or to the Department of Human Resources.

1020.5.2 SUPERVISOR RESPONSIBILITIES

Best Practice **MODIFIED**

Supervisors should make reasonable efforts to identify and remediate workplace issues and bring about positive change in the District before issues escalate to the grievance level. Once a member has made the decision to file a grievance, supervisors shall not attempt to discourage the member, shall accept grievances and shall ensure that reasonable efforts are made to reach a prompt and fair resolution.

Supervisory personnel will:

- (a) Document all grievances received and all steps taken to resolve the issue.
- (b) Forward the documentation to the Administrative Services Assistant Chief/Director through the chain of command.
- (c) Monitor the work environment to ensure that any member making a grievance is treated with respect and no different than any other employee.
- (d) Communicate to all members the obligation not to engage in retaliation and follow-up periodically with the grieving member to ensure that retaliation is not occurring.

1020.5.3 COMMAND STAFF RESPONSIBILITIES

Best Practice

Command staff should ensure prompt resolution of all grievances, including the following:

- (a) Timely grievance recognition and acceptance
- (b) Appropriate documentation of the process and investigation
- (c) Remediation of any inappropriate conduct or condition and the implementation of measures to minimize the likelihood of reoccurrence
- (d) Timely communication of the outcome to the grieving member

1020.6 MEMBER REPRESENTATION

Best Practice

Members are entitled to have representation during the grievance process and may seek advice, counsel or the assistance of other employees or representatives in their presentation of a grievance.

Superstition Fire & Medical District

Policy Manual

Grievance Procedure

1020.7 GRIEVANCE RECORDS

Best Practice **MODIFIED**

At the conclusion of the grievance process, all documents pertaining to the process shall be forwarded to the Assistant Chief and Administrative Services Director for records retention.

Attachments

Employee Grievance Form.pdf



Employee Grievance Form

Employee Name (may be left blank):		Date:
Job Title:	Supervisor:	

Use this form when:	A grievance is any difference of opinion concerning terms or conditions of employment, or a dispute involving the interpretation or application of any of the following documents: <ul style="list-style-type: none">• Memorandum of Understanding• The Policy Manual• Rules and regulations covering personnel practices or working conditions of members
Description of Grievance: <ul style="list-style-type: none">• Claim of waste• Abuse of authority• Gross mismanagement• Health, safety, and security concerns	
Solution(s):	

Disposition:
<input type="radio"/> Resolved <input type="radio"/> Unresolved <input type="radio"/> Requires Action <input type="radio"/> ↑ Chain of Command <input type="radio"/> Tabled

Comments:	
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Employee Discipline

1046.1 PURPOSE AND SCOPE

Agency Content

Superstition Fire & Medical District members are required to conduct themselves in a highly self-disciplined manner, obeying the SFMD Policies and Procedures, Code of Conduct, and Declaration of Ideals. In situations where members do not adhere to these expectations, supervisors will take the necessary action to correct the problem.

1046.2 GENERAL INFORMATION

Agency Content

It is the policy of the Superstition Fire & Medical District that supervisors administer discipline in a corrective, progressive, and lawful manner.

The principal objective of disciplinary action is to improve behaviors or correct performance concerns. Disciplinary proceedings and the results thereof are confidential. The supervisors are responsible for maintaining this confidentiality. All media inquiries pertaining to disciplinary actions shall be directed to the Fire Chief or designee. Contents of a reprimand or separation notice are public records and subject to disclosure.

Supervisors should keep in mind that all disciplinary actions imposed are reviewed by their superiors, as well as being subject to the appeal process. It is recommended that supervisors seek support from their superiors prior to taking disciplinary action. Superiors should be made aware and come to an agreement to support the supervisor's actions during the appeal process.

1046.3 EMPLOYEE ASSISTANCE PROGRAM

Agency Content

Occasionally supervisors will be approached by a member with personal problems who requires assistance. Many times just listening and helping the members reason through the problem will be all that is needed. Other times, particularly with serious alcohol, drug, stress, marital or financial problems, the member may require professional assistance. This help is available through the Employee Assistance Program. Supervisors must be aware that when a member's personal problems involve violations of SFMD Policies, disciplinary action may be necessary in addition to entering the Employee Assistance Program.

1046.4 EMPLOYEE REPRESENTATION

Agency Content

All employees have the right to representation in disciplinary actions if they choose. The presence of a Union Representative will require a non-unit supervisor to become involved. If the second level of supervision or above is directly involved in the disciplinary action and/or investigation of a member represented by Local 2260, the right of Union representation will be told directly to the

Superstition Fire & Medical District

Policy Manual

Employee Discipline

member. When a member requests not to be represented by the Union a disciplinary action and/or investigation, that request will be honored and documented.

1046.5 PROGRAMS FOR IMPROVING JOB PERFORMANCE

Agency Content

In most cases, minor job performance problems can be resolved by the supervisor bringing the problem to the attention of the employee, and the employee making the proper modification in his/her performance. When a serious job performance problem is identified, the supervisor must decide whether to solve it through:

- Training
- Employee Assistance Services
- Non-Disciplinary Counseling or
- Corrective Action

Each situation will be considered separately, and it will be the supervisor's responsibility to make a determination as to the best course of action to take to resolve the situation.

If the situation is determined to be a training problem, a performance improvement plan will be developed for the member.

When utilizing the performance improvement plan, attachments must be included that clearly identify the member's problem area(s). These attachments must include measurable objectives for improvement. The program must also indicate a reasonable time frame within which the objectives are to be met. At the completion of the evaluation period, if the member's performance has been corrected, a summary report should be completed indicating measurable improvement within the standards in all areas. If the member's performance has not improved sufficiently, the situation should be dealt with as a disciplinary problem.

1046.6 DETERMINING THE PROPER DISCIPLINARY ACTION

Agency Content

After an incident or complaint has been thoroughly investigated and the need for disciplinary action determined, a decision concerning the action that would be most effective must be made. Factors to be considered in making this decision are:

- The seriousness of the offense.
- Member's past history with the District.
- SFMD past practices with similar offenses (Supervisors may have to consult Human Resources for this information).

Consistency is critical to any disciplinary system. Although disciplinary action for the same offenses should be "similar," the final decision to determine the exact action will be made after considering the factors previously listed and applying them to the particular situation.

Superstition Fire & Medical District

Policy Manual

Employee Discipline

For the processes on all disciplinary procedures, supervisors and employees are encouraged to review the Corrective Action Matrix to ensure all the responsibilities of the supervisors and employees are met.

[See attachment: SFMD Corrective Action Matrix.pdf](#)

[See attachment: Employee Corrective Action Form.pdf](#)

1046.7 SUPERVISORY COUNSELING

Agency Content

Verbal - This is the lowest level of corrective action. A verbal counseling serves to notify employees that certain behaviors or performance deficiencies need changing/improving. The supervisor will complete the Employee Corrective Action Form and forward it to the second-line supervisor and Administrative Services Director to be placed in the employee file.

Written - A written reprimand is the second step in the progressive discipline process. A written reprimand serves to notify the employee in writing that they are not meeting an expectation in some area. Written reprimands are to be approved by Human Resources for protocol purposes prior to issuing a notice of intent to discipline. The Employee Corrective Action Form and any supplemental information will be documented in the reprimand. This document will be forwarded to the second-line supervisor and the Administrative Services Director to be placed in the employee file.

1046.8 SUSPENSION, DEMOTION OR DISMISSAL

Agency Content

Suspension – A suspension is when an employee is released from work duties without pay for a specified period of time. A suspension is the third step in the progressive discipline process. A suspension notifies the employee in writing that they have failed to meet an expectation in some area. Suspension paperwork is to be reviewed by Human Resources for protocol purposes prior to issuing a notice of intent to suspend. The Employee Corrective Action Form and any supplemental information will be documented in the suspension paperwork. This document will be forwarded to the second-line supervisor and the Administrative Services Director to be placed in the employee file.

Demotion – A demotion is the movement of an employee from their current classification to a lower classification. A demotion is the fourth step in the progressive discipline process. A demotion notifies the employee in writing that they are not meeting expectations as required by their position. Demotion paperwork is to be reviewed by Human Resources for protocol purposes prior to issuing a notice of intent to demote. The Employee Corrective Action Form and any supplemental information will be documented in the demotion paperwork. This document will be forwarded to the second-line supervisor and the Administrative Services Director to be placed in the employee file.

Termination – A termination is the separation of employment with SFMD. This is the last step in the progressive discipline process. Terminations are a last resort and should only be implemented

Superstition Fire & Medical District

Policy Manual

Employee Discipline

when all other corrective action options have been exhausted without success. SFMD prides itself on the retention of its employees.

Suspensions, demotions, and terminations are utilized as punitive, yet corrective measures taken for numerous repeated incidents of rule infractions or a single major infraction by a member. It is the responsibility of the supervisor to stabilize a situation in which immediate action is necessary. This may require relieving the member from duty (with pay) until a decision is made concerning the official action to be taken. Supervisors should not commit themselves to a particular form of disciplinary action prematurely.

For suspensions, demotions, and terminations, SFMD will utilize a Disciplinary Review Board. The Disciplinary Review Board shall be comprised of a total of (3) members. The first member shall be selected by the Union representative of the Unit Member being disciplined. The second member shall be selected by management. The third member shall be mutually agreed upon by the Union representative and management. Any discipline that may result in loss of pay or benefits is entitled to a disciplinary review hearing.

The Fire Chief will make the final decision concerning suspensions, demotions or dismissal.

Attachments

Employee Corrective Action Form.pdf



Employee Corrective Action Form

Employee Name:		Date:
Job Title:	Supervisor:	

Level of Corrective Action

Verbal Counseling Written Reprimand Suspension Demotion Termination

Facts:

(Possible rule or policy violations)

Objective:**Solution(s):****Action Taken:****Comments:**

Re-evaluation meeting scheduled for:

Employee Signature:	Date:
Supervisor Signature:	Date:
Director of HR Signature:	Date:

A copy of this corrective action will be placed in your personnel file for reference.

SFMD Corrective Action Matrix.pdf



SFMD Corrective Action Matrix

Discretionary Actions (Supervisor First Actions)	
Coaching and Mentoring	Immediate and direct mentoring and coaching with notification to the Second-Line Supervisor.
Evaluation Comments	Annual Evaluation Comments that reinforce coaching and mentoring.

Optional Additions to Corrective Actions or Non-Discipline	
Employee Assistance Referral (EAP) On- or Off-Duty	An Employee Assistance Program (EAP) provides counseling services to employees and their family members. EAP is an employer-paid benefit. Counseling is short-term and completely confidential.
Performance Improvement Plan	A written plan that identifies performance problems includes the goal of the plan, pertinent background information, with specific steps and performance expectations that must be satisfied.
Disciplinary Probation	Disciplinary probation is intended to notify the Employee that any acts by the Employee, which could result in further disciplinary action, occurring while the Employee is on disciplinary probation, may be grounds for demotion or termination. While on disciplinary probation, an employee will not be eligible to participate in promotional testing opportunities.
Last Chance Agreement (not to exceed 365 days)	An agreement between an employer and an employee, which allows an individual who has committed a severe violation against SFMD policy to have one “last chance” to keep their job. Breach of the last chance agreement is typically grounds for immediate termination.

Verbal Counseling	
<i>Supervisors are encouraged to provide in-the-moment feedback to employees whenever possible.</i>	
1.	The Direct Supervisor will document the verbal counseling on the Employee Corrective Action Form and forward it to the Second-Line Supervisor and Human Resources for placement in the employee personnel file.
2.	Notification to Second-Line Supervisor
Disposition Documented as Complete	

Written Reprimand

Written reprimands document employee conduct, which may include one-time conduct, a pattern of conduct or performance problems, willful violations of policies/procedures, or continued performance problems.

1. The Direct Supervisor will issue the Intent to Discipline to the Employee.
2. The Employee has ten calendar days to submit an appeal to the Direct Supervisor.
3. The Direct Supervisor will forward the Employee's appeal to the Second-Line Supervisor and HR.
4. The Second-Line Supervisor will notify the Employee that the appeal was received within 73 hours.
5. The Second-Line Supervisor has ten calendar days to respond to the Employee's appeal.
6. The Second- Line Supervisor will respond in writing within ten calendar days whether to uphold, reduce, or modify the written reprimand.
7. Disposition of Action signed by all involved and added to the employee Human Resources file.

Disposition Documented as Complete

Discipline Review Board/Office of Administrative Hearings/Extensions Notes:

*	Selection of Discipline Review Board: The first member shall be selected by the Union representative of the Unit Member being disciplined. The second member shall be selected by management. The third member shall be mutually agreed upon by the Union representative and management.
*	See attached for members electing to utilize the Office of Administrative Hearings (OAH), State of Arizona.
*	Any missed deadlines that require an extension by the Employee or management will reside with the Fire Chief.

Suspension

The Employee is released from work duties without pay for a specified period of time not to exceed 30 consecutive calendar days.

1.	The Direct Supervisor will issue the Intent to Discipline to the Employee.
2.	The Employee has ten calendar days to submit an appeal to the Direct Supervisor.
3.	The Direct Supervisor will forward the Employee's grievance to the Second-Line Supervisor and HR.
4.	The Second-Line Supervisor will notify the Employee that the appeal was received within 72 hours.
5.	The Second-Line Supervisor has ten calendar days to respond to the Employee's appeal.
6.	Due to the weight of a suspension, a Discipline Review Board (DRB) will convene and review allegations/evidence. The DRB members vote to uphold, reduce, or modify the suspension.
7.	A summary of the DRB's recommendation will be provided to the Employee within ten calendar days.
8.	The Employee may appeal (written or verbal) to the Fire Chief within ten calendar days.
9.	The Fire Chief has discretion over all matters requiring a Discipline Review Board and will have five working days to review and provide a response.
10.	Suspensions that do not exceed one workday (24 hours on the 48/96 schedule, 12 hours on the 42 schedule, and 10 hours on the 40 schedule) are not applicable to an Administrative Law Judge.
11.	Suspensions greater than one workday (as defined above) are applicable to an Administrative Law Judge.
If the DRB/Fire Chief recommendation is accepted - Disposition Documented as Complete	

Demotion

Demotion is the movement of an employee from their current classification to a lower classification

1.	The Direct Supervisor will issue the Intent to Discipline to the Employee.
2.	The Employee has ten calendar days to submit an appeal to the Direct Supervisor.
3.	The Direct Supervisor will forward the Employee's appeal to the Second-Line Supervisor and HR.
4.	The Second-Line Supervisor will notify the Employee that the appeal was received within 72 hours.
5.	The Second-Line Supervisor has ten calendar days to respond to the Employee's appeal.
6.	Due to the weight of a demotion, a Discipline Review Board (DRB) will convene and review allegations/evidence. The DRB members vote to uphold, reduce, or modify the demotion.
7.	A summary of the DRB's recommendation will be provided to the Employee within ten calendar days.
8.	The Employee may appeal (written or verbal) to the Fire Chief within ten calendar days.
9.	The Fire Chief has discretion over all matters requiring a Discipline Review Board and will have five working days to review and provide a response.
10.	Demotions apply to an Administrative Law Judge. See attached for members electing to utilize the Office of Administrative Hearings (OAH), State of Arizona.
If the DRB/Fire Chief recommendation is accepted - Disposition Documented as Complete	

Termination

Separation of employment with SFMD. Terminated employees are not eligible for future employment with SFMD.

1. The Direct Supervisor will issue the Intent to Discipline to the Employee.
2. The Employee has ten calendar days to submit an appeal to the Direct Supervisor.
3. The Direct Supervisor will forward the Employee's appeal to the Second-Line Supervisor and HR.
4. The Second-Line Supervisor will notify the Employee that the appeal was received within 72 hours.
5. The Second-Line Supervisor has ten calendar days to respond to the Employee's appeal.
6. Due to the weight of termination, a Discipline Review Board (DRB) will convene and review allegations/evidence. The DRB members vote to uphold, reduce, or modify the demotion.
7. A summary of the DRB's recommendation will be provided to the Employee within ten calendar days.
8. The Employee may appeal (written or verbal) to the Fire Chief within ten calendar days.
9. The Fire Chief has discretion over all matters requiring a Discipline Review Board and will have five working days to review and provide a response.
10. Terminations are applicable to an Administrative Law Judge. See attached for members electing to utilize the Office of Administrative Hearings (OAH), State of Arizona

If the DRB/Fire Chief recommendation is accepted - Disposition Documented as Complete

Governing Board Meeting – April 15, 2020

Agenda Item: 11

BOD#: 2020-04-10

Agenda Item Title

Reports

Background / Discussion

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

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

Recommended Motion:

N/A



Go to Item 12

Go to Agenda

Governing Board Meeting – April 15, 2020

Agenda Item: 12

BOD#: 2020-04-11

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 – April 15, 2020

Agenda Item: 13

BOD#: 2020-04-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 – April 15, 2020

Agenda Item: 14

BOD#: 2020-04-12

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



[Go to Agenda](#)

Appendix A

A. Board Meeting Minutes from March 18, 2020

Submitted By

Board Secretary Sherry Mueller

Background / Discussion

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

Financial Impact/Budget Line Item

N/A

Enclosure(s)

March 18, 2020 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

March 18, 2020

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, MARCH 18, 2020. 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

The Pledge of Allegiance led by Director Cross.

C. Roll Call

Board Members in attendance were Chairman Todd House, Clerk Kathleen Chamberlain, Director Jeff Cross. Director Jason Moeller and Director Larry Strand attended via Conference call.

Senior Leadership Team in attendance were Fire Chief Mike Farber, Assistant Chief Rick Ochs, Finance Director Roger Wood, Deputy Chief Jeff Cranmer and Administrative Services Director Anna Butel.

Legal Counsel William Whittington (attended via conference call) and Board Secretary and HR Generalist Sherry Mueller attended.

1. Review and approval of the February 2020 financial reports and bank reconciliations. (BOD #2020-03-01)

Motion by Director Cross to approve the February 2020 financial reports and bank reconciliations.

Seconded by Clerk Chamberlain.

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

2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2020-03-02)

Farewell to Chaplain Tom Doubt

After five years of serving SFMD as Fire Chaplain, Tom Doubt and his wife are moving to North Carolina. Chaplain Doubt will be missed.



Superstition Fire & Medical District

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March 2020 Service Anniversaries

14 Years of Service:

Fleet & Facilities Support Specialist **Barb Duffel**

8 Years of Service:

Firefighter / Paramedic **Matt Dold**

Firefighter / Paramedic **Dan Elliott**

Firefighter **Wayne Emerson**

Firefighter / Paramedic **Lance Frawley**

Firefighter / Paramedic **Brian Garten**

Engineer **Bryan Heun**

Engineer / Paramedic **Ryan Ledbetter**

Firefighter / Paramedic **Matt Perez**

Firefighter / Paramedic **Ryan Philips**

Firefighter / Paramedic **Adam Rodriguez**

3. Call to the Public. (BOD #2020-02-N/A)

Due to the Covid-19 virus, the Board Meeting was a closed door meeting to the public. A notice was posted on our website, front door, Regional Training Center and Station 264 with our conference call number and pin code if anyone from the public wanted to call in and listen to the meeting. There was no call to the public over the conference phone.

4. Consideration and possible approval of all consent agenda items listed below (BOD #2020-02-03):

- A. Board Meeting Minutes from February 19, 2020
- B. Intergovernmental Agreement for provisions of services by Pinal County Recorder and Elections Department
- C. Banner Occupational Health Clinic Agreement for Services for 3/1/2020 – 3/1/2022
- D. Revision to Procurement Policy
- E. Purchase of Ballistic Vests and Helmets
- F. Disposition of Surplus Property Donation – 7 Recliners

Motion by Director Strand to approve all consent agenda items for March 18, 2020.

Seconded by Director Cross.

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

5. Discussion, Presentation and possible approval of the Health Equity (H.S.A. provider) integration with Nationwide (457b vendor) program. (BOD #2020-03-04)

An overview was given by Jim Keeler, Program Director of Nationwide (457b Vendor) explaining the new partnership / merger between Nationwide and Health Equity (Health Savings Account vendor).

Motion by Director Cross to approve the Health Equity integration with Nationwide program.

Seconded by Director Strand and Director Moeller. **Vote** 5 ayes, 0 nays, **MOTION PASSED.**



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6. Presentation and discussion with Brian Moore, Phoenix Fire Captain, regarding Public Safety Personnel Retirement System (PSPRS). (BOD #2020-03-05)

This item was pulled from the Agenda and will be added to the April 2020 Board of Directors Meeting Agenda.

7. Discussion and review of Budget planning, and approval of the Tax Rates to be used in preparing the Preliminary Budget for Fiscal Year 2020/2021. (BOD #2020-03-06)

A high level overview of the current plans for Fiscal Year 2020 / 2021 budget that includes options for accomplishing a range of strategic compensation & benefits and operational initiatives by fund will be provided for Board discussion and potential direction.

The Board will be asked to set the Tax Rates for Fiscal Year 2020/ 2021 for planning purposes.

Motion by Director Cross to approve the tax rate of \$3.25 per hundred dollars of secondary valuation for District operations, a \$0.25 special assessment related to the Tax Override Initiative, and \$0.18 special assessment related to the 2018 Refinancing Bond for development of the Tentative Budget for Fiscal Year 2020 / 2021.”

Seconded by Director Strand and Director Moeller.

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

8. Discussion regarding presumptive cancer and PTSD in the Fire Service. (BOD #2020-03-07)

Fire Chief Mike Farber gave an overview of presumptive cancer and PTSD in the Fire Service. Due to this bill that may pass, our workers compensation carrier (7710) is raising our rates by 271%. SFMD is currently scheduling all of suppression (30 at a time) for a complete cancer screening. SFMD is doing all we can to make sure our employees are taken care of.

No Motion.

9. Discussion and update regarding accreditation and organizational changes. (BOD #2020-03-08)

Fire Chief Mike Farber provided a high level overview of what accreditation is. Basically, accreditation is a certification that an organization is meeting industry high standards. SFMD has been accredited and re-accredited three times in our history. We were the 75th organization in the world to obtain accreditation. It is an opportunity to be assessed by a group of your peers based on industry standards. You also do a self-assessment. Accreditation signifies to the community that your District is well run and meeting standards. Assistant Chief Richard Mooney has been tasked with obtaining accreditation for the District and will go in to further details a little later in this meeting. The cost for this is about \$22,500, which includes travel expenses for the peer team who comes from all over the country and possibly even Canada.



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Organizational changes have been put in place and an organizational chart will be provided to Board Members when it is finalized.

10. Discussion and possible tentative approval of documents related to the next Fire Chief Selection – Ad-Hoc Committee Request for Proposal (RFP): About SFMD, Fire Chief Job Description and Executive Recruiting RFP for legal review. (BOD #2020-03-09)

Motion by Director Cross to tentatively approve the following documents About SFMD, Fire Chief Job Description, and Executive Recruiting RFP for legal review.”

Seconded by Director Strand.

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

11. Discussion and possible approval of the purchase of NEOGOV Human Resources Software. (BOD #2020-03-10)

This item was pulled from the Agenda.

12. Discussion, presentation and possible approval of the following Policies brought for review at the February 19, 2020 Board Meeting for final approval at the March 18, 2020 Board Meeting. (BOD #2020-03-11)

- 600 - Fire Apparatus Driver/Operator Training
- 601 – CPR and Automated External Defibrillator Training
- 602 – Communicable Disease Training Program
- 603 – Emergency Action Plan and Fire Prevention Plan Training
- 604 – Hazard Communication Program Training
- 605 – Hazardous Materials (HAZMAT) Training
- 606 – Hearing Conservation and Noise Control Training
- 607 – Heat Illness Prevention Training
- 608 – Health Insurance Portability and Accountability Act (HIPAA) Training
- 609 – National Incident Management System (NIMS) Training
- 611 – Respiratory Protection Training
- 612 – Wildland Fire Shelter Deployment Training
- 613 – Training Records
- 614 – Firefighter Health, Safety and Survival Training
- 1014 – Personnel Complaints
- ~~1020 – Grievance Procedure~~ (Removed for further review)



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MOTION by Clerk Chamberlain to approve policies: Fire Apparatus Driver/Operator Training, CPR and Automated External Defibrillator Training, Communicable Disease Training Program, Emergency Action Plan and Fire Prevention Plan Training, Hazard Communication Program Training, Hazardous Materials (HAZMAT) Training, Hearing Conservation and Noise Control Training, Heat Illness Prevention Training, Health Insurance Portability and Accountability Act (HIPAA) Training, National Incident Management System (NIMS) Training, Respiratory Protection Training, Wildland Fire Shelter Deployment Training, Training Records, Firefighter Health, Safety and Survival Training, Personnel Complaints.

Seconded by Director Strand.

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

13. Discussion and presentation of the following Policies brought for review at the March 18, 2020 Board Meeting for final approval at the April 15, 2020 Board Meeting. (BOD #2020-03-12)

- 701 – Personal Communication Devices
- 900 – Illness and Injury Prevention Program
- 901 – Arizona Division of Occupational Safety and Health Inspections
- 902 – Arizona Division of Occupational Safety and Health Notifications of Illness, Injury or Death
- 903 – Communicable Diseases
- 904 – High-Visibility Safety Vests
- 905 – Soft Body Armor
- 906 – Apparatus / Vehicle Backing
- 907 – Heat Illness Prevention Program
- 908 – Respiratory Protection Program
- 909 – Personal Alarm Devices
- 910 – Health and Safety Officer (HSO)
- 911 – Vehicle Seat Belts
- 913 – Ground Ladder Testing
- 915 – Hazardous Energy Control
- 916 – Hazard Communication

No Motion

14. Reports (BOD #2020-03-13)

Senior Leadership Team (SLT):

Fire Chief Mike Farber

- Funeral for Tempe Firefighter Tommy Arriaga
- COVID-19
- Grants



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Deputy Chief Jeff Cranmer

Incidents

- Hospital delays in receiving patients
- Structure Fire, Rural Metro area
- Motorcycle Fire,
- Patient extraction from Silly Mtn.

Training

- TRT; Trench Rescue
- Wildland; Annual CAWRT Drill and Pack Test
- Qty. Captains Training

Chief Richard Mooney

Accreditation Overview

- Become a registered agency: completed
- Become an applicant agency
- Become a candidate agency (Peer Team review & public hearing).
- Become and remain an accredited agency

Chief Rick Ochs

- Tina Gerola completed an NFPA Plan Review Class
- Facilities maintenance / repair with remaining funding
 - Painting at FS264 & FS265
 - Concreate repairs at FS265
 - Roof repairs and pigeon control at FS263
- May be terminating maintenance contracts with Town of Florence and Town of Superior Fire Departments.

Growth & Development

- Three, 3 story apartment buildings along West Superstition Blvd.
- Hampton East III at Southern & Meridian; 192 upscale bungalow-style homes
- Tenant Improvements; Mammoth Steak House, Mtn. Brook, Montesa and City Court

Administrative Services Director Anna Butel

- Technology Updates
 - Password resets
 - Working remotely
 - SIMS
- Policy Update
 - Reconciliation

15. New Business / Future Agenda Items. (BOD #2020-03-14)

Director Strand requested that a Check Signing Procedure be added to the next month agenda for discussion.



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16. Announcements (BOD #2020-03-N/A)

Chairman House stated that Pinal County is purchasing the easement for Mountain View and Jacob Waltz Roads so that they can be re-opened. Tentative construction date is April or May at which time the road will be graded and travelable. A date for paving of the roads has yet to be planned.

17. Adjourn (BOD #2020-03-15)

Motion by Director Cross at 7:19 P.M. to adjourn the meeting
Seconded by Director Strand.

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

Governing Board Approval:

Board Clerk Kathleen Chamberlain
Sherry Mueller

Appendix B

B. Special Board Meeting Minutes from April 2, 2020

Submitted By

Board Secretary Sherry Mueller

Background / Discussion

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

Financial Impact/Budget Line Item

N/A

Enclosure(s)

April 2, 2020 Board Meeting Minutes





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Governing Board Special Meeting Minutes

April 2, 2020

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 SPECIAL MEETING ON THURSDAY, APRIL 2, 2020. 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 VIA CONFERENCE CALL-IN 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

The Pledge of Allegiance led by Fire Chief Mike Farber.

C. Roll Call

Board Members in attendance were Chairman Todd House. Board Members Clerk Kathleen Chamberlain, Director Jeff Cross, Director Jason Moeller and Director Larry Strand attended via Conference call. Senior Leadership Team in attendance were Fire Chief Mike Farber, Assistant Chief Rick Ochs (by phone), Deputy Chief Jeff Cranmer and Board Secretary and HR Generalist Sherry Mueller attended.

1. Call to the Public. (BOD #2020-04-N/A)

Due to the Covid-19 virus, the Board Meeting was a closed door meeting to the public. A notice was posted on our website, front door, Regional Training Center and Station 264 with our conference call number and pin code if anyone from the public wanted to call in and listen to the meeting. There was no call to the public over the conference phone.

2. Discussion and possible approval of the Agreement with SFMD and Big Fish Entertainment LLC (Producer) relating to their television series entitled "Live Rescue". (BOD #2020-04-01)

Fire Chief Mike Farber led the discussion on "Live Rescue" filming with our crews. This company has previously filmed with Mesa Fire crews. They would like to film our crews during this time of the COVID-19 virus. Chief Farber thought it would be a good opportunity to show our community what we're doing and let everyone know what it is like for our first responders. The filming would take place on Friday and Saturday, April 3rd & 4th, 2020 if approved by the Board. Our District attorney, Mr. Whittington, has already reviewed and revised the agreement.

Director Cross said he talked to some of the individuals that were filmed in Mesa and they didn't have any issues with the process. The film crews knew how to navigate on calls and to stay out of the way of the first responders.



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The film crews would film with Station 261-B until around 10:00 p.m. on both days and would not be spending the night at the Fire Stations.

SFMD will be able to view the filming and have the right to pull out any film segments that may not be appropriate to air to the public. There may be additional filming later on in the year and will include Station 263. Some of the things they would like to film are cars going over cliffs, wildland fires, rattlesnake removals and Technical Rescues for stranded or injured hikers in the Superstition Mountains.

This will not cost the District anything to have the film crews here. There is no promise of pay to SFMD.

Safety precautions will be in place to make sure the film crews are well and wearing proper personal protective gear.

The City of Apache Junction is not in favor of this filming and will not allow the AJPD to be filmed at any time.

The Public Information Officer for SFMD is Assistant Chief Rick Ochs.

Motion by Chairman House to approve the Agreement with SFMD and Big Fish Entertainment LLC (Producer) relating to their television series entitled “Live Rescue and approve the contract as presented.

Seconded by Director Cross.

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

Board Members who voted AYE:

Chairman House
Clerk Chamberlain
Director Cross
Director Moeller

Board Members who voted NAY:

Director Strand

3. Adjourn (BOD #2020-04-02)

Motion by Chairman House at 5:45 P.M. to adjourn the meeting

Seconded by Director Moeller.

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

Governing Board Approval:

Board Clerk Kathleen Chamberlain
Sherry Mueller

Appendix C

C. Disposition of Surplus Property – Toshiba Ricoh Copier 1075 – Donate to Goodwill

Submitted By

Fire Chief Mike Farber

Fleet Supervisor Vaughn Croshaw

Background / Discussion

Financial Impact/Budget Line Item

N/A

Enclosure(s)



Appendix C

C. Disposition of Surplus Property.

Submitted By

Fire Chief Mike Farber
Fleet Supervisor

Background/Discussion

SFMD has a need to dispose of certain items to maintain adequate work and storage space around the Annex Property. The intent is to donate to Good Will.

This process is in line with the Disposition of Surplus Property Policy. Please see the items listed below;

Quantity	Item Description	Property Type	Amount for Listing
1	Toshiba Ricoh Copier	Un-Inventoried Property	N/A

Financial Impact/Budget Line Item

These items are worn out and some are broken. There is no value in these items.

Enclosure(s)