

VERSION 1.1

July 15, 2020



BOARD OF DIRECTORS MEETING

JULY 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

July 15, 2020

Mission Statement

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

The Board will hold a meeting on Wednesday, July 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 June 2020 financial reports and bank reconciliations. (BOD #2020-07-01)**
- 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2020-07-02)**
- 3. Call to the Public. (BOD #2020-07-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 #2020-07-03):**
 - A. Board Meeting Minutes from June 17, 2020
 - B. Preplanners, LLC Agreement Renewal
 - C. Professional Services Agreement for GIS Data Custodian Services (Preplanners, LLC)
 - D. Disposition of Surplus Property – 10 Recliners
- 5. Public Hearing in accordance with ARS §48-805.02 in order to hear taxpayer's comments on the proposed Superstition Fire & Medical District revenue and expenditure for Fiscal Year 2020/2021. (BOD #2020-07-04)**

6. **Discussion and possible approval of FY2020/2021 budget and adoption of Resolution #2020-07-15-07: Budget Adoption. (BOD #2020-07-05)**
7. **Discussion and possible adoption of Resolution 2020-07-15-08, authorizing an increase of the District's line of credit ("LOC") with Wells Fargo for Fiscal Year 2020 / 2021 from \$1.5 million to \$2 million. (BOD #2020-07-06)**
8. **Discussion and possible approval of a Memorandum of Understanding (MOU) between Superstition Fire & Medical District and United Mesa Firefighters, Local 2260, Superstition Chapter, and possible adoption of Resolution #2020-07-15-09. (BOD #2020-07-07)**
9. **Discussion, update and possible action regarding Staff trucks / take-home vehicles. (BOD #2020-07-08)**
10. **Discussion, update and possible action regarding the Ad-Hoc committee presentation of Request for Proposal (RFP) submissions to provide services for our new fire chief selection process. Determination to recommend whether there are suitable submissions for the Fireboard to review and make a contractual award selection at the August 19, 2020 Board of Directors meeting. (BOD #2020-07-09)**
11. **Reports. (BOD #2020-07-10)**
Senior Leadership Team (SLT):
Fire Chief Mike Farber
Assistant Chief of Emergency Operations Richard Mooney
Assistant Chief of Planning & Logistics Richard Ochs
Acting Assistant 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 #2020-07-11)

13. Announcements (BOD #2020-07-N/A)

14. Adjourn (BOD #2020-07-12)

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: July 13, 2020

At: 0900 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 – July 15, 2020

Agenda Item: 1

BOD#: 2020-07-01

Agenda Item Title

Review and approval of the June 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 June 2020 financial reports and bank reconciliations."



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

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



June 2020

Governing Board Meeting – July 15, 2020

Agenda Item: 2

BOD#: 2020-07-02

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.

Historical Information

July Service Anniversaries

36 Years of Service: Engineer/Paramedic **Mark Blackstone**

27 Years of Service: Captain/Paramedic **Amy Brooks**

25 Years of Service: Battalion Chief **Brett Broman**

24 Years of Service:

Engineer/Paramedic **Andrew Colby**

Captain **Brian Logsdon**

Battalion Chief **Brian White**

Captain/Paramedic **Brian Wyatt**

20 Years of Service:

Captain/Paramedic **Jeff Ehrlich**

Captain **Joe Garcia**

19 Years of Service:

Captain/Paramedic **Mark Castaneda**

Firefighter/Paramedic **Dan McKinney**

2 Years of Service: EMT **Kelsey Christensen**



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PROMOTIONS – July 1, 2020:

Captain Ryan Ledbetter

Captain Bryan Heun

Engineer Jay Nelson

Engineer Colt Weddell



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Governing Board Meeting – July 15, 2020

Agenda Item: 3

BOD#: 2020-07-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



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Governing Board Meeting – July 15, 2020

Agenda Item: 4

BOD#: 2020-07-03

Agenda Item Title

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

- A. Board Meeting Minutes from June 17, 2020 – **Appendix A**
- B. Preplanners, LLC Agreement Renewal - **Appendix B**
- C. Professional Services Agreement for GIS Data Custodian Services (Preplanners, LLC) - **Appendix C**
- D. Disposition of Surplus Property – 10 Recliners - **Appendix D**

Background/Discussion

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

Recommended Motion

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



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Governing Board Meeting – July 15, 2020

Agenda Item: 5

BOD#: 2020-07-04

Agenda Item Title:

Public Hearing in accordance with ARS §48-805.02 in order to hear taxpayer's comments on the proposed Superstition Fire & Medical District revenue and expenditure budget for Fiscal Year 2020/2021.

Submitted By:

Board Chairman Todd House
Fire Chief Mike Farber

Background/Discussion:

This Public Hearing is required by ARS §48-805.02. Board of Directors Chairman will consider audience comments / questions on issues related to the proposed Fiscal Year 2020/2021 Revenue and Expenditure Budget. The Board of Director Chairman will close the Public Hearing after all comments have been heard.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

N/A



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Governing Board Meeting – July 15, 2020

Agenda Item: #6

BOD#: 2020-07-05

Agenda Item Title

Discussion and possible approval of FY2020 / 2021 Budget and adoption of Resolution 2020-07-15-07: Budget Adoption.

Submitted By

Finance Director Roger Wood

Fire Chief Mike Farber

Background/Discussion

A.R.S. 48-805(A) states “a fire district shall prepare an annual budget that contains detailed estimated expenditures for each fiscal year. The budget summary shall be posted in three public places and published on the district's official website for at least twenty days before a public hearing at a meeting called by the board to adopt the budget. Following the public hearing, the district board shall adopt a budget. A complete copy of the adopted budget shall be posted in a prominent location on the district's official website within seven business days after final adoption and shall be retained on the website for at least sixty months.”

A.R.S. 48-805(B) states “Not more than ten days after the organization of a fire district and not later than August 1 of each year after the organization, the chairman of the district board shall submit to the county board of supervisors a budget estimate that contains certifications by item and that specifies the amount of money required for the maintenance and operation of the district for the ensuing year.”

At the January 15, 2020 meeting, the Board agreed to consider adoption of the FY20/21 budget at the regularly scheduled Board meeting on July 15, 2020. At the June 17, 2020 meeting, the Board approved the FY20/21 Tentative Budget and directed Staff to post the Tentative Budget for public comment. The 20-day public comment period is now complete.

The FY20/21 Revenue and Expenditure Budget is being presented to the Board of Directors at this time for possible adoption. The Board may discuss, make amendments, or motions regarding the Budget. The FY20/21 Budget represents a 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 a \$0.15 Special Bond assessment.

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

Enclosure(s) (all requiring signatures)

Resolution 2020-07-15-07: Budget Adoption

Pinal & Maricopa County Special Taxing District Annual Budget Summary – Fiscal Year 2020 / 2021

Maricopa County Certification Pursuant to A.R.S. §48-805.02.D

Recommended Motion

“Motion to adopt Resolution 2020-07-15-07: Budget Adoption, fully adopting the estimates of proposed revenues and expenditures by the Superstition Fire & Medical District for the fiscal year beginning July 1, 2020 and ending June 30, 2021 in the amount of \$23,690,999.57 and declaring that such shall establish the budget of the Superstition Fire & Medical District for Fiscal Year 2020 / 2021.”



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RESOLUTION 2020-07-15-07
Superstition Fire & Medical District Medical
BUDGET ADOPTION

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, FULLY ADOPTING ESTIMATES OF PROPOSED REVENUES AND EXPENDITURES BY THE SUPERSTITION FIRE & MEDICAL DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021, DECLARING THAT SUCH SHALL ESTABLISH THE BUDGET OF THE SUPERSTITION FIRE & MEDICAL DISTRICT FOR SUCH FISCAL YEAR.

WHEREAS, in accordance with the provisions of §48-805, Arizona Revised Statutes, the Governing Board did, on the seventeenth day of June 2020, made tentative estimates of the amount required to meet the public expenses for the ensuing year, and the receipts from sources other than direct taxation by the Superstition Fire & Medical District; and

WHEREAS, in accordance with said sections of said code, following due public notice by the District Clerk, that the tentative budget is on file and open to inspection by interested party; and

WHEREAS, in accordance with said provisions of the Arizona Revised Statutes, and following public notice, the Governing Board met on the fifteenth day of July 2020, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures;

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

That the estimates of revenues and expenditures provided by staff now establish the finally adopted estimates of the proposed expenditures by the Superstition Fire & Medical District for the **fiscal year beginning July 1, 2020 and ending June 30, 2021**, in the amount of **\$23,690,999.57**, and declare that such shall constitute the budget of the Superstition Fire & Medical District for such fiscal year.

PASSED AND ADOPTED THIS FIFTEENTH DAY OF JULY 2020, BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Todd House, Board Chairman

Kathleen Chamberlain, Board Clerk

Jason Moeller, Board Director

Larry Strand, Board Director

Jeff Cross, Board Director



Pinal County Special Taxing District

Annual Budget Summary

Fiscal Year 2020 - 2021

Superstition Fire & Medical District (formerly known as Apache Junction Fire District)

	General Fund	Tax Override Special Assessment - Capital Fund	Debt Retirement (Principal) Fund	Debt Retirement (Interest) Fund	Total Debt Retirement (Principal & Interest) Funds	TOTALS
Cash Balance in Treasurer's Office as of June 30, 2020	\$ 1,885,111	\$ 597,524	\$ 238,217	\$ 71,045	\$ 309,262	
Less: Outstanding Warrants	\$ (84,357)	\$ (1,009)	\$ -	\$ -	\$ -	
Ending Account Balances for Fiscal Year 2019 - 2020	\$ 1,800,754	\$ 596,515	\$ 238,217	\$ 71,045	\$ 309,262	\$ 2,706,530
Approved Budget - Fiscal Year 2020 - 2021	\$ 15,802,032	\$ 1,005,157	\$ 571,000	\$ 123,388	\$ 694,388	\$ 16,496,420
Tax Levy Required	\$ 13,988,158	\$ 1,076,012	\$ 531,120	\$ 114,918	\$ 646,038	\$ 14,634,196
Pinal County Secondary NAV for Tax Year 2020	\$ 430,404,874	\$ 430,404,874	\$ 430,404,874	\$ 430,404,874	\$ 430,404,874	\$ 430,404,874
Tax Levy / Secondary NAV * 100	\$ 3.2500	\$ 0.2500				\$ 3.5000
Debt Service (Bond) Tax Levy / Secondary NAV * 100			\$ 0.1234	\$ 0.0267	\$ 0.1500	\$ 0.1500
						\$ 3.6500
Salt River Project Budget	\$ 371,345	\$ 28,565	\$ 14,094	\$ 3,045	17,139	\$ 388,484
Estimated NAV \$11,600,000			14100	3051		
Maricopa County Secondary NAV for Tax Year 2020	\$ 445,932	\$ 445,932				
Tax Levy / Secondary NAV * 100	\$ 3.2500	\$ 0.2500				\$ 3.5000
Tax Levy Required	\$ 14,493	\$ 1,115				\$ 15,608
Financial Reserve (Estimated 6.30.21 Balance)	\$ 1,495,162	\$ 732,050	\$ 221,437	\$ 67,126	\$ 288,563	

Superstition Fire & Medical District is selecting tax rate = \$3.50 which includes the Special Assessment related to the Tax Override Passed In November 2016. Special Assessment related to JPMorgan Chase Refinancing Bond of \$0.15 for Fiscal Year 2020 - 2021.

Prepared By: _____
 (Signature) Date
 Roger Wood, Finance Director

Approved By: _____
 (Signature) Date
 Todd House, SFMD Board Chair

CERTIFICATION PURSUANT TO A.R.S. §48-805.02.D

In accordance with the requirements of Arizona Revised Statutes §48-805.02.D, the Chairman and the Clerk of the Fire Board of Directors of the Superstition Fire & MedicalRio Fire District hereby certify as follows:

(a) That the District has not incurred any debt or liability in excess of taxes levied and to be collected and the money actually available and unencumbered at that time in the District general fund, except for those liabilities as described in §48-805, sub-section B, paragraph 2 and §48-806 and 48-807.

(b) That the Superstition Fire & Medical Fire District complies with sub-section F of §48-805.02.

The FY 20-21 budget amount of **\$23,690,999.57** was approved by the Board of Directors of the Superstition Fire & Medical Fire District at a meeting held on **July 15, 2020**.

(Date)

Net Assessed Value (Primary Net Value) **\$445,932.00**

FY 2020 Tax Rate **\$3.50**

FY 2020 Tax Levy **\$15,608.00**

FY 2020 Assessments _____

FY 2020 Estimated FDAT _____

FY 2020 Bond Rate (if applicable) _____

FY 2020 Bond Levy (if applicable) _____

CERTIFIED THIS **15th** DAY OF **July**, 2020:

By: _____
Chairman of the Board of Directors

By: _____
Clerk of the Board of Directors

Governing Board Meeting – July 15, 2020

Agenda Item: #7

BOD#: 2020-07-06

Agenda Item Title

Discussion and possible adoption of Resolution 2020-07-15-08 authorizing an increase of the District's line of credit ("LOC") with Wells Fargo for Fiscal Year 2020 / 2021 from \$1.5 million to \$2 million.

Submitted By

Fire Chief Mike Farber

Finance Director Roger Wood

Background/Discussion

A.R.S. §11-604.01 states a fire district may establish a LOC with the county's contract servicing bank with the assistance of the county treasurer. The establishment of a LOC is the predominant method of short term financing used by fire districts to finance operations during the absence of secondary property tax receipts. Many fire districts begin the fiscal year with minimal cash fund balances and draw upon the LOC until secondary property taxes are received in November and again in spring during the April / May timeframe. The LOC is statutorily limited to a maximum of 45% of the secondary property tax levy of the preceding fiscal year. Establishing a LOC requires a resolution of the fire district elected body and approval of the county servicing bank. Under A.R.S §11-604.01 parameters, the District could establish a maximum LOC of approximately \$4.5 million.

The LOC is serviced by Wells Fargo bank who requires Board approval of the increase in requested limit of the LOC for FY 20/21. Due to the new contract between Wells Fargo and the Pinal County Treasurer's Office, the interest rate for the LOC is now **3.25%**, and is subject to change as the Prime Rate changes.

Due to unforeseen potential issues related to the timing of State Land deployments and the subsequent reimbursement payments from Arizona's Department of Forestry and Fire Management (DFFM), as well as unexpected staffing vacancies related to COVID, Staff is recommending the Board approve an increase to its existing LOC to a total of **\$2.0 million** to ensure cash-on-hand to cover payroll and essential non-payroll expenses in the time before the District receives its first half of tax revenue on or about November 1, 2020. There is no cost to establishing an LOC if it is not used.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Resolution 2020-07-15-08: Wells Fargo Line of Credit Authorization

Exhibit A – Borrowing Request

Recommended Motion

"Motion to Resolution 2020-07-15-08 authorizing an increase of \$500,000 to the District's line of credit with Wells Fargo to a new total of \$2 million for Fiscal Year 2020/2021."



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EXHIBIT A

BORROWING REQUEST

To: Wells Fargo Bank, National Association

The Governing Board (the "Board") of the Superstition Fire & Medical District (the "Borrower") hereby requests (this "Borrowing Request") that Wells Fargo Bank, National Association ("Bank") issue a line of credit (the "Credit Line") as directed by the Pinal County Treasurer's Office. Capitalized terms not otherwise defined herein have the respective meanings set forth in the Revolving Credit Agreement, between the Pinal County and the Bank, dated July 1, 2017 (the "Agreement").

The Borrower is requesting a Credit Line in the amount of \$2,000,000 (not less than \$100,000 without the Bank's prior consent). Such Credit Line shall initially accrue interest at the following Interest Rate: 3.25% Prime Rate.

Representations and Warranties. Each Borrower, when submitting a Borrowing Request, represents and warrants to Bank as of the date of the Borrowing Request:

- a. **Existence and Authorization.** Borrower is a duly formed, organized and validly existing Political Subdivision of the State of Arizona. The execution, delivery, and performance by Borrower of the Loan Documents have been duly authorized by all requisite action by or on behalf of Borrower.
- b. **No Approvals.** No approval, authorization, bond, consent, certificate, franchise, license, permit, registration, qualification, or other action or grant by or filing with any person is required in connection with the execution, delivery, or performance by Borrower of the Loan Documents that has not been obtained.
- c. **No Conflicts.** The execution, delivery, and performance by Borrower of the Loan Documents will not conflict with, or result in a violation of or a default under: any applicable law, ordinance, regulation, or rule (federal, state, or local); any judgment, order, or decree of any arbitrator, other private adjudicator, or governmental authority to which Borrower is a party or by which Borrower or any of the assets or property of Borrower is bound; or any agreement, document, or instrument to which Borrower is a party or by which Borrower or any of the assets or property of Borrower is bound.
- d. **Execution and Delivery and Binding Nature of Loan Documents.** The Loan Documents have been duly executed and delivered on behalf of Borrower. The Loan Documents are legal, valid, and binding obligations of Borrower, enforceable in accordance with their terms against Borrower, except as such enforceability may be limited by Section 42-17101, Arizona Revised Statutes, bankruptcy, Insolvency, moratorium, reorganization, or similar laws and by equitable principles of general application.
- e. **Accurate Information.** All information in any loan application, financial statement, certificate, or other document and all other Information delivered by or on behalf of Borrower to Bank in obtaining the Commitment Amount and Credit Line is correct and complete in all material respects, and there are no omissions therefrom that result in any such information being incomplete, incorrect, or misleading in any material respect as of the date thereof.

f. Litigation. There is no lawsuit, tax claim, or other dispute pending or overtly threatened against Borrower which, if lost, would materially impair Borrower's financial condition or Borrower's ability to repay any amount payable under the Agreement or the Credit Line, except as have been or will be disclosed in writing to Bank.

g. Purpose of Advances. The Agreement and the Credit Line are made pursuant to Arizona Revised Statutes Section 11-604.01. The purpose of Advances is to provide funds for the general operations of Borrower.

h. No Event of Default. No Event of Default exists and no event or condition exists that, after notice or lapse of time, or both, would constitute an Event of Default.

Survival of Representations. Each request for an Advance shall constitute an affirmation with respect to Borrower that the representations and warranties contained herein are true and correct as of the time of that request, and that the conditions precedent set forth in Sections 3 and 4 hereof have been fully satisfied. All representations and warranties made herein shall survive the execution of this Borrowing Request, all Advances, and the execution and delivery of all other Loan Documents, so long as Bank has any commitment to lend to Borrower hereunder and until the Credit Line has been paid in full and all of Borrower's obligations hereunder have been fully discharged.

This Borrowing Request was approved at a legally convened meeting of the Board this **15th day of July, 2020**. The person signing this Borrowing Request is authorized by the Board action to execute these documents and any other Loan Documents requested by the Bank.

To the best of the undersigned's knowledge, information and belief, the expectations set forth in this Borrowing Request are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

Superstition Fire & Medical District

By: _____

Name: Todd House

Title: Chairman

PINAL COUNTY TREASURER,
As Agent for the Superstition Fire & Medical District

By: _____

Name: _____

Title: Pinal County Treasurer/Authorized Representative

Attachments:

A copy of the resolution of the Board authorizing this Borrowing Request

RESOLUTION 2020-07-15-08
Superstition Fire & Medical District
WELLS FARGO LINE OF CREDIT AUTHORIZATION

A RESOLUTION OF THE CHAIRPERSON AND GOVERNING BOARD OF THE DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AUTHORIZING AN INCREASE OF THE DISTRICT'S LINE OF CREDIT WITH WELLS FARGO BANK FOR FISCAL YEAR 2020 / 2021.

WHEREAS, IN ACCORDANCE WITH THE REQUIREMENTS OF THE PINAL COUNTY TREASURER'S OFFICE AND WELLS FARGO BANK, THE BOARD OF DIRECTORS DID, ON THE FIFTEENTH DAY OF JULY 2020, AUTHORIZE THE ESTABLISHMENT OF A LINE OF CREDIT FOR FISCAL YEAR 2020 / 2021 IN THE AMOUNT NOT TO EXCEED \$2,000,000.

PASSED AN ADOPTED THIS FIFTEENTH DAY OF JULY 2020 BY THE CHAIRPERSON AND GOVERNING BOARD OF DIRECTORS OF SUPERSTITION FIRE & MEDICAL DISTRICT.

Todd House, Board Chairman

Kathleen Chamberlain, Board Clerk

Jeff Cross, Board Director

Jason Moeller, Board Director

Larry Strand, Board Director

Governing Board Meeting – July 15, 2020

Agenda Item: #8

BOD#: 2020-07-07

Agenda Item Title

Discussion and possible approval of a Memorandum of Understanding (MOU) between Superstition Fire & Medical District and the United Mesa Firefighters, Local 2260, Superstition Chapter, and possible adoption of Resolution 2020-07-15-09.

Submitted By

Fire Chief Mike Farber
Union VP John Walka

Background/Discussion

The MOU was first established and approved by the SFMD Board of Directors in 2017. This document is updated annually to reflect changes within the District. This was a collaborative effort between the Senior Leadership Team and the Superstition Fire & Medical Firefighters Chapter of Local 2260.

Financial Impact(s)/Budget Line Item

NA

Enclosure(s)

MOU
Resolution 2020-07-15-09

Recommended Motion

“Motion to approve the 2020 Memorandum of Understanding (MOU) between the Superstition Fire & Medical District and the United Mesa Firefighters, Local 2260, Superstition Chapter, and adopt Resolution 2020-07-15-09”



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MEMORANDUM OF UNDERSTANDING

July 15, 2020 - July 21, 2021

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

Preamble

Article 1- Rights

Section 1.1- Nondiscrimination and Affirmative Action

Section 1.2- Rights of Management

Section 1.3- Rights of the Employee Organization

Section 1.4- Rights of the Unit Members

Section 1.5- Delivery of Service

Section 1.6- Prohibition of Strikes and Lockouts

Article 2- Grievance, Appeals, Labor / Management

Section 2.1- Grievance Procedures

Section 2.2- Labor Management Relations

Section 2.3- Labor Management

Section 2.4- Labor Management- Committee Process

Article 3- Staffing, Compensation, and Wages

Section 3.1- Staffing

Section 3.2- Wages

Section 3.3- Acting Pay

Section 3.4- Temporary Promotion

Section 3.5- Assignment Pay

Section 3.6- Special Leaves

Section 3.7- Shift Differential Pay

Article 4- Hours of Work, Working Conditions

Section 4.1- Hours of Work

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Meet and Confer Resolution 2009-02

PREAMBLE

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

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

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

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

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

RECOGNITION

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

ARTICLE 1: RIGHTS

Section 1.1: Nondiscrimination and Affirmative Action

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

Section 1.2: Rights of Management

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

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

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

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

Section 1.3: Rights of the Employee Organization

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

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

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

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

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

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

Section 1.5: Delivery of Services

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

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

Section 1.6: Prohibition of Strikes and Lockouts

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

ARTICLE 2: GRIEVANCE/APPEALS/LABOR-MANAGEMENT

Section 2.1: Grievance Procedure/Perceived Breach of the MOU

1. The District and the Employee Organization agree the procedure provided in this MOU shall be the sole and complete remedy for grievances under this MOU. Grievances on issues outside the terms of this MOU may not be grieved under provisions of this MOU.
2. Grievances on issues contained in SFMD Volume I shall be processed in accordance with SFMD Volume I Policy 1020. Matters outside the terms of this MOU, subject to formal grievances preceding are eligible for an appealing hearing. All appeals shall follow SFMD Volume I Policy 1014 - Appeal Hearing.
3. Informal Resolution
 - a. It is the responsibility of the Unit Members who believe that they have a bona fide complaint concerning their working conditions to promptly inform and discuss it with their Battalion Chief in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level.
 - b. If such informal discussion does not resolve the problem to the employee's satisfaction, and if the complaint constitutes a grievance as herein defined, the Unit Members may file a formal grievance in accordance with the following procedure.
4. Definition of Grievance

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

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

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

Step 1

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

Step 2

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

Step 3

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

Step 4

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

The Grievance committee shall be:

1- Representative of the District.

1- Representative chosen by Employee Organization Vice President.

1- Party mutually agreed upon by both the Employee Organization and the District.

Step 5

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

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

- a. The arbitrator shall neither add to, detract from nor modify the language of the Memorandum or of District rules and regulations in considering any issue properly before him.
- b. The arbitrator shall expressly confine himself to the precise issues submitted to him and shall have no authority to consider any other issue not so submitted to him.
- c. The arbitrator shall be bound by applicable State law.
- d. The arbitrator shall within thirty (30) days from the close of the arbitration hearing submit his findings and advisory recommendations to the grievant and the Fire Chief, or their designated representatives.
- e. The costs of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

Step 6

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

6. Time Limits

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

Section 2.2 Labor-Management Relations

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

Section 2.3: Labor-Management

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

Section 2.4: Labor Management- Committee Process

The process:

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

ARTICLE 3: STAFFING/COMPENSATION/WAGES

Section 3.1: Staffing

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

Section 3.2: Wages

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

The Labor Management Group annually performs a wage and benefit analysis for all Unit Member classifications. Departments and districts utilized in the market analysis are, but not limited to: Mesa, Chandler, Gilbert, Scottsdale, Northwest Fire District, Golder Ranch Fire District, Daisy Mountain, and Arizona Fire and Medical Authority. Suppression Unit Members assigned to a 24-hour shift will utilize a FLSA 18-day work period.

1. The Unit Member classifications in this section shall receive 50% of the total adjustment to the base salary on July 1, 2020, with the remaining 50% applied on January 1, 2021.
2. The annual salary increase on July 1, 2020 shall be as follows:
 - Transportation Division Emergency Medical Technician- 3%
 - Transportation Division Paramedic- 5%
 - Firefighter- 2.375%
 - Engineer- 3.25%
 - Captain- 4.5%
 - Battalion Chief- 2.375%
3. The annual salary increase on January 1, 2021 shall be as follows:
 - Transportation Division Emergency Medical Technician- 3%
 - Transportation Division Paramedic- 5%
 - Firefighter- 2.375%
 - Engineer- 3.25%
 - Captain- 4.5%
 - Battalion Chief- 2.375%

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

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

Section 3.4: Temporary Promotion

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

Section 3.5: Assignment Pay

1. Paramedic (F/T Public Safety Only) - \$7,500 (on top of base salary)
2. Technical Rescue Team (TRT) Incentive - \$1,800 (on top of base salary)
3. BSO – \$2,100 (on top of base salary)
4. SCBA Tech - \$1,800 (on top of base salary)
5. Educational Incentives (Full-Time Employees Only)
 - a. Certificate of Completion: \$600 (on top of base salary)
 - b. Associate's Degree (or higher): \$1,200 (on top of base salary)

Section 3.6: Special Leaves

Employee Leaves will be administered and managed in accordance with SFMD Volume I Policy 1052 - Special Leaves.

Section 3.7: Shift Differential Pay

1. 42 hour Transportation employees classified as an Emergency Medical Technician shall receive a shift differential of \$2.00 per hour.
2. 42 hour Transportation employees classified as a Paramedic shall receive a shift differential of \$3.00 per hour.

ARTICLE 4: HOURS OF WORK/WORKING CONDITIONS

Section 4.1: Hours of Work

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

1. The work hours and schedule of Unit Members assigned to forty (40) hour assignments and all other Unit Members assigned to alternative/specialty assignments shall be at the discretion of the Fire Chief.

2. When a Unit Member is required to change from one shift to another by the District, the District shall allow a minimum of twelve (12) hours between tours of duty.

Section 4.2: Work Trades

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

Section 4.3: Filling Vacancies

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

Section 4.4: Seniority

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

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

Section 4.5: Conversion of Pay Rates/Earned Leave Accruals

1. Unit Members that move from the 56-hour (or shift) work week to the regular 40-hour work week or from a 40-hour week to 56-hour (shift) week for any reason will have their pay and earned leave benefits converted accordingly.
2. Unit Members moving from a 56-hour to 40-hour schedule shall have their compensation adjusted to include a five and one half percent (5.5%) day differential to keep the employee "whole" for FLSA purposes.

3. All shifts worked in excess of the forty (40) hour work schedule while an employee is assigned to a forty (40) hour work schedule shall be compensated at 1.5 times the employees fifty-six (56) hour base rate of pay.
4. Unit Members assigned to forty (40) hour positions shall remain eligible for assignment pay (i.e. Paramedic, TRT, etc.).
5. Unit Members on the 40-hour work week will be eligible to work shift overtime as long as:
 - a. The Unit Member has the required qualifications.
 - b. The Unit Member has worked in the position prior.
 - c. The shift work assignment does not interfere with their normal working hours.
6. Overtime will be distributed in accordance with Telestaff algorithms. Exception: Wildland deployments, Wildland backfill, Transportation Division backfill, and Special events.

Section 4.6: Compensation & Certification

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

ARTICLE 5: BENEFITS

Section 5.1: Holiday Payment Incentive

All Unit Members assigned to a 56 hour work schedule will receive additional compensation equal to **11.2** hours of regular pay for the ten (10) District recognized holidays. All Unit Members assigned to a 42 hour work schedule will receive additional compensation equal to **8.4** hours of regular pay for the ten (10) District recognized holidays.

District recognizes ten (10) holiday days per year:

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

Section 5.2: Vacation Accrual

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

Vacation Leave Accumulation & Accrual

Months Service	Years Service	40-Hour/Civilians		42-Hour Civilians		56-Hour	
		Hours Per Pay Period	Days Per Year	Hours Per Pay Period	Days Per Year	Hours Per Pay Period	Days Per Year
0-24	0-2	4.35	11.32	4.63	10.04	8.02	8.69
25-36	2-3	4.80	12.49	5.10	11.05	8.40	9.10
37-48	3-4	5.24	13.64	5.56	12.05	8.77	9.50
49-60	4-5	5.69	14.81	6.04	13.09	9.14	9.91
61-72	5-6	6.13	15.95	6.50	14.09	9.52	10.32
73-84	6-7	6.56	17.07	6.95	15.06	9.89	10.72
85-96	7-8	7.00	18.21	7.41	16.06	10.27	11.13
97-108	8-9	7.44	19.36	7.87	17.06	10.64	11.53
109-120	9-10	7.90	20.55	8.36	18.12	11.01	11.93
121-132	10-11	8.34	21.70	8.82	19.11	11.39	12.34
+132	11+	8.78	22.84	9.28	20.11	11.79	12.78

Section 5.3: Sick Leave Accrual

1. PSPRS and all 56 hour Unit Members will accrue sick leave at a rate of 6.25 hours per pay period.
2. All 42 hour Unit Members will accrue sick leave at a rate of 4.87 hours per pay period.
3. All 40 hour Unit Members will accrue sick leave at a rate of 4.64 hours per pay period.
4. During pay periods of uncompensated leave Unit Members will not accrue sick leave.

Section 5.4: Earned Leave Buy Out (ELBO)

1. At fiscal year's end 56 hour Unit Members will be paid for accrued **vacation** hours in excess of 450 hours, 336 for 42 hour Unit Members, 320 for 40 hour Unit Members, to be calculated at the Unit Member's current hourly rate as of June 15th each year.
2. Unit Members are not required to use a minimum amount of vacation hours in a fiscal year.
3. At fiscal year's end, employees will be paid for accrued **sick** leave hours in excess of 1,460 for 56-hour Unit Members, 1,092 hours for 42 hour Unit Members, and 1,040 hours for 40 hour Unit Members. The hours will multiplied times the employee's current hourly rate to determine the amount of the sick leave ELBO to be paid out as of June 15th of each year.
4. Payment of any approved ELBO will occur in June, each year.

5. At the official date of retirement, the Sick Leave Buyout will be administered in accordance with SFMD Volume I Policy 1053: Earned Leaves

Section 5.5: Conversion of Excess Sick Time to Vacation Time

Unused accrued sick time is carried over from year to year with no cap, subject to the limitations on usage. However, Unit Members may elect to convert sick to vacation time under the following circumstances:

1. Unit Members may elect to convert unused sick hours to vacation hours in excess of; 1,040 for Unit Members assigned to a 40 hour schedule, 1,092 hours for Unit Members assigned to a 42 hour schedule, and 1,460 for Unit Members assigned to a 56 hour schedule.
2. Unit Members who elect to convert sick time to vacation time in accordance with this section are required to execute the **Sick Time Conversion Election Form**. If the Unit Member does not submit the Sick Time Conversion Election Form to the Payroll Department, sick hours will be bought out in accordance with Section 5.4.
3. If elected, a Unit Members sick time shall be converted to vacation time on the basis of one (1) hour of vacation time for every one (1) hour of excess sick time accrued.
4. Unit Members shall not convert sick time hours to vacation time if the Unit Member will be receiving a Vacation Buyout in the same fiscal year.
5. Conversion of sick time hours to vacation hours shall not apply to the Separation Earned Leave Buyout.

Section 5.6: Uniform Allowance

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

Section 5.7: Industrial Leave / On the Job Injury

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

1. Job related injuries must be reported and documented with the Unit Member's immediate supervisor, absent extenuating circumstances, immediately, or as soon as reasonably possible following the accident or injury.
2. The Fire District has the right to request that an employee injured on the job seek medical assistance from a doctor of the Fire District's choice.
3. While on industrial leave, no sick leave, vacation leave, compensatory leave, or any other paid leave will be charged to the employee.
4. While on industrial leave, the Unit Member will remain in full-pay status accumulating all benefits due to him/her.
5. An Unit Member may remain on industrial leave for 180 days at which time an evaluation will be made, upon the recommendation of a Fire District authorized physician as to whether the Unit Member will be able to return to work performing the essential functions of their job, with or without a reasonable accommodation.

Section 5.8: Industrial Leave Benefits

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

Section 5.10: Deferred Compensation

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

Section 5.11: Tuition Reimbursement

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

Section 5.12: Light Duty Assignments

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

Section 5.13: Personnel File

1. Unit Members who have received disciplinary action may request an addendum to disciplinary action from their supervisor after one (1) year provided they have received no further disciplinary action.
2. The supervisor shall prepare an *Addendum to Disciplinary Action* as requested if the Unit Members has not exhibited any of the performance or behavioral problems addressed in the initial disciplinary action.
3. The addendum of disciplinary action shall be maintained in the Unit Member's personnel file along with the original disciplinary action.

ARTICLE 6: HEALTH BENEFITS

Section 6.1: Healthcare & Ancillary Benefits (Cafeteria Plan)

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

The District will maintain the premium contribution levels of **(\$450)** per pay period to each employee in full time status, and must be used towards insurance and other specified benefits (deferred compensation, life insurance) for the term of this MOU.

Section 6.2: Health & Welfare

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

ARTICLE 7: MISCELLANEOUS

Section 7.1: Saving Clause

1. If any Article or Section of this MOU should be held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any

Article or Section should be restrained by such tribunal, the remainder of this MOU shall not be affected thereby.

2. Nothing contained in this MOU shall preclude the parties from being in compliance with the requirements of the American with Disability Act (ADA).
3. In the unlikely event that during the term of this MOU the Superstition Fire & Medical District experiences loss of revenues or legal requirements that if not resolved during the budget year would result in the layoff of District personnel, diminishment to pay and/or benefits of the Superstition Fire & Medical District's workforce, or the serious curtailment of services provided to the citizens serviced by the Superstition Fire & Medical District, this MOU may be reopened for negotiations. The following provisions shall apply to this circumstance:
 - a. The Fire Chief shall notify the SFMD Governing Board of Directors that a fiscal emergency exists, and meet with the Chapter Vice President of the Superstition Chapter of UMFF Local 2260 to open the MOU.
 - b. The Fire Chief shall notify the Chapter Vice President in writing of the need to reopen this MOU. Such notice shall include the reasons for the reopening and the anticipated amount of District budget shortfall that needs to be resolved in order to alleviate the need to layoff District employees, diminishment to pay and/or benefits of the Superstition Fire & Medical District's workforce, or severe curtailment of services provided to the citizens of the Superstition Fire & Medical District.
 - c. The Labor Management team and representatives from UMFF Local 2260 shall meet and confer in good faith for a period of no more than thirty (30) calendar days, from the original date of the notification that the MOU was re-opened, in an effort to reach an agreement on how best to address the identified issues. The scope of the re-opened Meet & Confer discussions shall be limited to economic issues.
 - d. The initial thirty (30) day period may be extended up to an additional thirty (30) days if agreed to by the parties. Additional extensions, if necessary, may only be granted at the discretion of the SFMD Governing Board of Directors.
 - e. Recommended modifications to the MOU shall be submitted to the SFMD Governing Board of Directors who will make final determination as to the acceptance, rejection, or alteration of the proposed modifications. The Employee Organization shall be provided an opportunity to address the SFMD Governing Board of Directors with respect to any proposed modifications.
 - f. Should the District and the Employee Organization be unable to reach agreement on proposed modification of the MOU within the time periods set by this provision, the Governing Board of Directors, will consider and establish remedies necessary to address the identified issues. The Employee Organization shall be provided an opportunity to address the SFMD Governing Board of Directors regarding identified issues.
 - g. This section shall only apply if the general population of SFMD's workforce is subject to the same or greater reduction of pay or benefits or resulting layoffs.

Section 7.2: Reduction in Workforce

The purpose of this provision is to provide a systematic and equitable method for the organization to reduce or reorganize the workforce due to a fiscal crisis, lack of funds, or budgetary constraints to maintain safe, harmonious and efficient emergency operations for employees and the community they

serve. This policy applies to all employees including but not limited to permanent, temporary, part-time contract and/or grant funded positions.

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

1. The District shall consider proactive steps to avoid or minimize a reduction-in-force. Such steps may include; budget review to identify non-critical areas for reduction or elimination; suspension or elimination of temporary services and contract workers; implementation of a hiring freeze; a review of overtime and training hours; incentives for early retirement; severance package; job sharing; furloughs; reduced benefits; reduced work hours; reorganization; alternate staffing/service strategies; or a wage and benefit freeze.
2. When any work schedule modifications, reorganization, salaries or benefit reductions become necessary, the Fire Chief shall notify the Board of Directors. When a reduction in workforce becomes necessary the Fire Chief shall notify the Board of Directors as to the number of employees to be laid off. Employees shall be identified for layoff based on the layoff selection process, contained in the procedure section of this policy.
3. The Fire Chief shall give a thirty (30) calendar day's notice to employees identified for layoff or elimination of their position.
4. Employees receiving notice of layoff may be laid off immediately, only if the member is paid for the 30 day period. Reduction in workforce / reorganization is non-grievable, except when the grievance is based on discrimination.
5. The initial layoff process will include each Assistant Chief evaluating their program management areas to determine where reductions or reorganizations can be made, while identifying critical operational needs for personnel and community safety. The evaluation shall be forwarded to the Operations Chief. The Fire Chief, Operations Chief and Representatives of the Labor Group shall discuss the reorganization prior to implementation. Final approval of affected classifications and numbers rests with the Fire Chief and the Fire Board.
6. All temporary employees shall be laid-off before part-time employees; part-time employees before full time probationary employees; and full time probationary employees before full-time non-probationary employees. Employees who have not completed their initial (entry) probationary period will not be eligible for recall rights or other layoff privileges.
7. For full-time positions, layoffs will be based on rank and seniority. Layoffs will be made first by selecting the least senior employee in the lowest rank, offering the least senior employee in the next highest rank a chance to demote to the lower rank.
8. Employees who have been reclassified as a result of a reduction-in-force action shall retain the salary of the position held prior to the reclassification. If this salary exceeds the range of the classification to which the employee was reclassified, the employee will receive a pay freeze until employee's pay is within the range of their new classification.
9. Seniority shall begin on employee's most recent hire date to a regular full-time position. Any civilian employee hired to a Unit member position shall receive a new hire date. Seniority shall not carry over seniority from a previous classification. Seniority for positions of rank shall begin on date of promotion, if more than one employee is promoted on the same date, adjusted seniority shall be used to determine seniority. Seniority encompasses the probationary period.

10. In the event a tie exists between two or more employees, the next consideration will be the person's final overall promotional examination score or the member's overall entrance exam score where applicable.
11. Seniority is defined as total consecutive years/months of District employment without a break in service. Active Duty Reserve military training will be considered consecutive service. Special Leaves shall be considered continuous employment.

Section 7.3: Pay & Benefits

1. In the event of a layoff, the Unit Member's final work day shall be the last day in the pay cycle. Final payment of wages and other accumulated hours (holiday, vacation and sick leave) shall be paid to the employee on the next regularly scheduled payday.
2. In the event of layoff, the Unit Member's sick leave hours will be paid out in accordance with the Separation Earned Leave Buyout.
3. In accordance with §ARS, any Unit Member rehired within nine (9) months of resignation or layoff shall have the previous unused sick time leave balance restored. Sick leave hours paid by the District in accordance with Section 7.3.1. shall not be restored. Unit Members that have been recalled (within 2 years) retain their seniority from date of the layoff. Seniority time will not accumulate during the layoff period. Retirement service credits will not accumulate, due to a break in service.
4. Unit Members that resign but are rehired, shall not retain seniority.
5. Unit Members that resign but are rehired, shall retain credit for total time with the District in regard to promotional requirements. The total time credited is not required to be consecutive.
6. An Unit Member, separated through termination/layoff, may elect to withdraw, rollover, or receive monies from his/her deferred compensation plan account(s), as governed by the terms of those plans.
7. Separated Unit Members and their immediate families shall continue to be eligible for services provided by the District's Employee Assistance Program (EAP) for the period of three (3) months.
8. Unit Members in the group health plan are eligible for COBRA.

Section 7.4: Recall/Reemployment

1. Unit Members who leave the District in good standing may be considered for future re-employment for a period up to two (2) years. Employees who resign without two weeks' notice, or who are dismissed for unsatisfactory performance or conduct, shall not be considered for re-employment.
2. In the event of rehiring to fill vacancies created by retirements, resignations or the availability to increase staffing, personnel will normally (but not necessarily) be recalled in the reverse order of the layoff process. Therefore, last out would normally be the first to be rehired.
3. Consideration shall be given to operational needs, employee classification and the Unit Members ability to perform the job when selecting the re-hiring of personnel.
4. Unit Members on layoff status shall be placed on a recall list and will be eligible for recall for up to two (2) years or until the Fire Chief and SFMD Governing Board of Directors determines the

layoff is permanent. After the two (2) year layoff period, an employee will no longer be eligible for recall and the layoff will be considered permanent.

5. If an Unit Member chooses to remove his/her name from the recall list, the employee will forfeit the rights to be recalled. Employees on the recall list will be required to contact Human Resources to keep the District updated with current home address and contact phone number within seven (7) calendar days of any changes. Failure to do so will eliminate all rights to be recalled.
6. Unit Members recalled shall be notified by certified or registered United States mail. An employee has 30 days to respond back to a recall notice by certified or registered United States mail, after receipt of the recall notice or its attempted delivery. An employee who does not respond to the notice during the specified time period will be removed from the recall list and will no longer have any recall rights.
7. Unit Members recalled to their former position shall be compensated at the rate of pay they would be entitled to had the layoff not occurred. If a recall places the employee in a higher level position than previously occupied, the employee will be paid in accordance with the provisions of the District's promotion policy.
8. Unit Members that resign but are rehired shall be compensated at the rate of pay prior to resignation.
9. In the event a Unit Member resigns from a previously promoted position (Engineer, Captain, Battalion Chief) the employee's previous position/class may have been filled through promotion or transfer. The employee may be rehired at a position/class less than previously held prior to resignation.
10. New Unit Members will not be hired until all laid off Unit Members have had an opportunity to be re-called in that job classification.

Section 7.5: Term and Effect of MOU

1. This MOU shall remain in full force and effect from July 15, 2020 until July 21, 2021, unless an intervening financial crisis or other such matter (specifically provided for in this MOU) should occur.
2. In the event the parties are unable to reach agreement on a new MOU, prior to the expiration of this MOU, the SFMD Governing Board of Directors and the Employee Organization may extend this MOU by mutual agreement for the time period necessary to complete negotiations. All terms of this agreement shall remain in effect during continued negotiations.
3. The MOU may be renewable without further review or meet and confer if the Fire Chief, Chapter Vice President, and the SFMD Governing Board of Directors are in agreement.
4. Except as expressly provided in this MOU, the District shall not be required to meet and confer concerning any matter, whether covered or not covered herein to take effect during the term or extensions thereof.
5. This MOU supersedes any past practice and supersedes any previous agreement, verbal or written between parties hereto or between any of them and any employee(s) covered hereby.

6. It is intended by the parties hereto that the provisions of this MOU shall be in harmony with the rights, duties, obligations, and responsibilities which by law devolve upon the SFMD Governing Board of Directors, Fire Chief and the Employee Organization while these provisions shall be interpreted and applied in such manner.
7. The Employee Organization recognizes the powers, duties and responsibilities of the Fire Chief as set forth in District Policy and that pursuant thereto the Fire Chief has the authority to establish rules and regulations applicable to the operation of the Fire District and to the conduct of the employees and officers employed therein, subject to the provisions of this MOU.
8. This MOU references the SFMD Volume I Policy Manual of the District as approved by the Senior Leadership Team, Labor Management processes, and the Governing Board of Directors.
9. Revisions to the Policy Manual and Standard Operating Procedures pertinent to this MOU from this point on must have approval of the Fire Chief, Senior Leadership Team, and the Chapter Vice President. To not do so will be considered a violation and breach of this MOU.
10. In the event a dispute over the interpretation of any segment of this MOU arises, as a prelude to filing a formal breach of the MOU, the Employee Organization and the District will meet with the goal of developing a mutual agreeable clarification. Once agreed upon, the clarification will be signed by both parties and become an informational attachment of the MOU.

IN WITNESS WHEREOF, the parties have set their hands this 15th Day of July 2020;

Superstition Fire & Medical District:

Fire Chief:

Mr. Todd House, Board Chair

Mike Farber, Fire Chief

Mrs. Kathleen Chamberline, Board Director

IAFF, United Mesa Firefighters, Local 2260:

Mr. Jeff Cross, Board Director

John Walka, Chapter Vice President

Mr. Larry Strand, Board Director

Mr. Jason Moeller, Board Director

2020-2021 SFMD MOU Development Team:

Fire Chief Mike Farber

Assistant Chief Jeff Cranmer

Assistant Chief Rick Ochs

Assistant Chief Richard Mooney

Financial Director Roger Wood

Administrative Director Anna Butel

Transportation Manager Billy Warren

Vice President: John Walka

Operations: Jon Williamson

Organizational Development: Ryan Ledbetter

Benefits: Trace Leggett

Charity Director: Andrew Tryon

RESOLUTION 2020-07-15-09
Superstition Fire and Medical District Medical
ADOPTING THE MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

WHEREAS, the MOU has linkage to the SFMD Meet and Confer (Resolution 2009-02), SFMD Declaration of Ideals, SFMD Code of Conduct, Lexipol Administrative Policy, and specifically Policy 209 Labor Management Relations; and

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

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

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

PASSED AND ADOPTED THIS FIFTEENTH DAY OF JULY, 2020 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Todd House, Board Chairman

Kathleen Chamberlain, Board Clerk

Jason Moeller, Board Director

Larry Strand, Board Director

Jeff Cross, Board Director

Governing Board Meeting – June 17, 2020

Agenda Item: #9

BOD#: 2020-07-08

Agenda Item Title

Discussion, update and possible action regarding staff trucks / take-home vehicles

Submitted By

Fire Chief Mike Farber

Background/Discussion

A comprehensive analysis of the feasibility of take-home staff vehicles to assigned personnel. When compared to utilizing a personal vehicle for District response and business, the associated cost of operations is more than doubled.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

N/A

Recommended Motion

"TBD"



Go To Item 10

Go to Agenda

Governing Board Meeting – July 15, 2020

Agenda Item: #10

BOD#: 2020-07-09

Agenda Item Title

Discussion, update and possible action regarding the Ad-Hoc committee presentation of Request for Proposal (RFP) submissions to provide services for our new fire chief selection process. Determination to recommend whether there are suitable submissions for the Fireboard to review and make a contractual award selection at the August 19, 2020 Board of Directors meeting.

Submitted By

Board Director Jeff Cross

Board Clerk Kathleen Chamberlain

Background/Discussion

The Ad-Hoc committee was formed to facilitate the selection of a consulting firm to handle the search for the next fire chief for SFMD. Request for Proposals (RFP) have been received and will be discussed at the July 15, 2020 Board of Directors meeting. The Board will be asked for direction regarding next steps on the consultant selection process.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

RFP responses will be provided at the Board Meeting

Recommended Motion

"TBD"



Go To Item 11

Go to Agenda

Governing Board Meeting – July 15, 2020

Agenda Item: 11

BOD#: 2020-07-10

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



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Governing Board Meeting – July 15, 2020

Agenda Item: 12

BOD#: 2020-07-11

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 – July 15, 2020

Agenda Item: 13

BOD#: 2020-07-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



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Go to Agenda

Governing Board Meeting – July 15, 2020

Agenda Item: 14

BOD#: 2020-07-12

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



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Appendix A

A. Board Meeting Minutes from June 17, 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)

June 17, 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

June 17, 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, JUNE 17, 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) 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 Larry Strand.

C. Roll Call

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

Senior Leadership Team in attendance were Fire Chief Mike Farber, Assistant Chief Richard Mooney, Assistant Chief Rick Ochs, Finance Director Roger Wood, Acting Assistant Chief Jeff Cranmer and Administrative Services Director Anna Butel. Also in attendance was Board Secretary and HR Generalist Sherry Mueller. Legal Counsel William Whittington attended via conference call.

1. Review and approval of the May 2020 financial reports and bank reconciliations. (BOD #2020-06-01)

Motion by Director Strand to approve the May 2020 financial reports and bank reconciliations.

Seconded by Director Moeller.

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

2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2020-05-02)

Historical Review

History of the Governing Board



Superstition Fire & Medical District

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

Administration Office
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June 2020 Service Anniversaries

- Jeff Cranmer, Acting Assistant Chief – **26 Years of Service**
- Mike Wolfe, Engineer/Paramedic – **26 Years of Service**
- Ryan Elowe, Firefighter/TRT – **19 Years of Service**
- Alex Dupuis, Captain/Paramedic – **14 Years of Service**
- Bill Tavares, Engineer/Paramedic – **14 Years of Service**
- Brandon Blessum, Engineer – **13 Years of Service**
- Ryan Rodriguez, Firefighter/Paramedic – **13 Years of Service**
- Geof Shively, Captain/Paramedic – **13 Years of Service**

3. **Call to the Public. (BOD #2020-06-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 person from the public over the conference phone.

NONE

4. **Consideration and possible approval of all consent agenda items listed below (BOD #2020-06-03):**

- A. Board Meeting Minutes from May 20, 2020
- B. Approval of the Combined Resolution affecting County Treasurer Transactions for FY20/21
- C. Transfer Funds for the 6/30/2020 Debt Service Payments
- D. Preplanners, LLC Agreement Renewal – **(PULLED until July 2020 Board Meeting)**
- E. Professional Services Agreement for GIS Data Custodian Services (Preplanners, LLC) **(PULLED until July 2020 Board Meeting)**
- F. FY20/21 Benefit Insurance Confirmation / Renewals: United Healthcare, Delta Dental, VSP, The Standard, AETNA
- G. Mediacom Contract Change Order

Motion by Director Moeller to approve all consent agenda items except “D” and “E” for June 17, 2020.

Seconded by Director Strand

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



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5. Discussion, consideration, and possible action regarding the development of the Tentative Fiscal Year 2020 / 2021 Revenue and Expenditure Budget and adoption of Resolution 2020-06-17-06. (BOD #2020-06-04)

There was a robust discussion on the details of the FY20/21 budget details.

There was also discussion regarding three contracted positions: Fire Inspector, Fire Investigator and NIMS / ICS Trainer. NIMS / ICS training is to bring us current on our certifications.

At the conclusion of the discussion, the Board approved the tentative budget for FY20/21.

Motion by Director Moeller to Adopt Resolution 2020-06-17-06 adopting a tentative budget in the amount of \$23,625,291.61 for the fiscal year beginning July 1, 2020 and ending June 30, 2021 and giving notice to the public of the tentative budget, as well as a time and place for a public meeting to hear comments prior to final adoption of the budget as required by law.”

Seconded by Director Strand

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

6. Discussion and possible approval of the consolidated results of the June 30, 2019 Arizona Public Safety Personnel Retirement System actuarial validation. (BOD #2020-06-05)

Per A.R.S. §38-847(D)(7), the Local Board is “To receive and review the actuarial valuation of the system for its group of members.” This report is the consolidated result of the total fund for all of the Arizona PSPRS as of June 30, 2019.

At the highest summary level, the report indicates the following key metrics for the consolidated PSPRS pension system:

A. Funded percentage:	June 30, 2019	June 30, 2018
Tier 1 & 2 Pension	46.4%	45.8%
Tier 1 & 2 Health	120.2%	110.4%
Tier 3 Pension	123.1%	92.1%
Tier 3 Health	234.5%	104.2%

B. PSPRS received a clean audit opinion from the audit firm Heinfeld, Meech & Co., P.C.

Motion by Director Strand to approve the Comprehensive Annual Financial Report that documents the consolidated actuarial valuation results of the Arizona Public Safety Personnel Retirement System as of June 30, 2019.

Seconded by Director Moeller and Director Cross

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



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7. Discussion and possible approval of the annual actuarial valuation as of June 30, 2019 for the Superstition Fire & Medical (Apache Junction Fire District – 148) District’s participation in the Arizona Public Safety Personnel Retirement System. (BOD #2020-06-06)

This report is also to be received and reviewed per A.R.S. This report provides the annual actuarial valuation of the Superstition Fire & Medical District’s participation in the Arizona Public Safety Personnel Retirement System as of June 30, 2019, and applies directly to SFMD, with our current benefits and liabilities.

	July 1, 2018	July 1, 2019
SFMD Tier 1 & Tier 2 Contribution Rate	29.48%	31.84%
SFMD Tier 2 Defined Contribution Rate	4.00%	4.00%
SFMD Tier 3	25.34%	26.01%
SFMD Tier 3 Defined Contribution Rate	3.00%	3.00%
Employee Contribution Rate	7.65% / 11.65%	7.65%/11.65%
SFMD Tier 1 & 2 Funded Ratio	66.4%	65.0%
SFMD Tier 3 Funded Ratio	116.9%	89.3%

Motion by Director Moeller to approve the annual actuarial valuation report as of June 30, 2019 for the Superstition Fire & Medical District’s participation in the Arizona Public Safety Personnel Retirement System.

Seconded by Director Strand

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

8. Discussion and possible action regarding Superstition Fire & Medical District’s PSPRS Annual Pension Funding Policy #2020-06. (BOD #2020-06-07)

House Bill 2097 Amending Title 38, Chapter 5, Article 4, Arizona Revised Statutes, By Adding Section 38-863.01; Relating to the Public Safety Personnel Retirement System.

38-863.01 Pension Funding Policies: Employers

BEGINNING ON OR BEFORE JULY 1, 2019, EACH **GOVERNING BODY** OF AN EMPLOYER SHALL ANNUALLY:

1. Adopt a pension funding policy for the system for employees who were hired before July 1, 2017. The pension funding policy shall include funding objectives that address at least one of the following;
 - a. How to maintain stability of the governing body’s contributions to the system.
 - b. How and when the governing body’s funding requirement of the system will be met.
 - c. Defining the governing body’s funded ratio target under the system and the timeline for reaching the targeted funded ratio.
2. Formally accept the employer’s share of the assets and liabilities under the system based on the system’s actuarial valuation report.
3. The governing body shall post the pension funding policy on the governing body’s public website.



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Motion by Director Strand to approve the District's PSPRS Annual Pension Funding Policy #2020-06 in accordance with House Bill 2097 ARS 38-863.01

Seconded by Director Moeller

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

9. Discussion and update of outstanding IRS items. (BOD #2020-06-08)

Finance Director Roger Wood provided an update regarding the IRS submission. All is proceeding in a positive manner and payments due have been received. He will keep the Board apprised of the resolution progress, which is expected to take more time.

No Motion

10. Discussion and update regarding Staff trucks. (BOD #2020-06-09)

Fire Chief Mike Farber stated he would like to move this item until the July Board Meeting.

No Motion

11. Discussion and wrap-up on new Policies for all employees. (BOD #2020-06-10)

Administrative Services Director Anna Butel stated that the new Lexipol Policies Volume I & II are now available to all employees on our website. Previous policies have been removed. All Board Members will receive log-ins to access the new Lexipol policy manual.

No Motion

12. Reports (BOD #2020-06-11)

Senior Leadership Team (SLT):

Fire Chief Mike Farber

- COVID-19 update
- Sawtooth Fire
 - Nation's first Type I incident in the COVID-19 era
- Negotiations with Tonto National Forest
- Two enter DROP
- Ryan Ledbetter and Bryan Heun promoted to Captain

Acting Assistant Chief Jeff Cranmer

Review of recent Incidents and Training

- Mask Fit Testing
- PPE and Decon
- May 21st EMS appreciation Lunch
- May 21st Feldspar Fire
- May 22nd Train Fire
- May 24th Cottonwood Fire
- May 26th Jackrabbit Fire



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- June 2nd Type 1 Team ops
- Sawtooth Fire
- June 7th Rural Fire assist
- June 13th Bighorn Type 3 Crew – Tucson
- June 15th Bush Fire
- Mt. Lemon / Summerhaven Fire
- Car seat installation program

Assistant Chief Rick Ochs

Fire Prevention

- Annual Inspections being conducted in all schools.
- June 15th Zoom meeting with Dolce Vita – Tina provided Water Safety education.
- Contracts end June 30th with the Town of Florence and Superior.
- Fire Investigators – exploring options

Growth & Development

- Arizona Water Company (Delaware and Southern)
- Evolution Healthcare (Gold Drive and Apache Tr.)
- Masonic Lodge (Ironwood and Broadway)
- Villas on Superstition (Main Drive and Superstition)
- Tenant Improvements: Chase Bank, Bank of America, Husky Hollow MHP, Mediacom and Walmart.

Administrative Services Director Anna Butel

- Executive Recruiting Firm – RFP
 - June 15 – July 10 at 5:00
 - Posted to Website
 - Emailed the RFP & Link to 26 vendors
 - Next Ad-Hoc meeting is July 14th
- Firefighter Recruitment
 - Opened: June 15, 2020
 - Closes: June 30, 2020
 - Written Test, Panel Interview, Intern Academy
 - Applications received so far: 60
- Engineer Testing Process
 - 10 candidates passed the written test and will be moving on to the pumping and driving practical scheduled for June 22 and 23
 - Panel interview are scheduled for June 29th
- Department of Emergency and Military Affairs
 - SFMD Board of Directors approved the Resolution, and Applicant Agent forms last month
 - We have been assigned a DEMA representative and went through account setup
 - He has been provided our request of \$82,453.91 for COVID expenses
 - We still have items to complete before submission
 - This will be ongoing as that pandemic runs its course



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17. New Business / Future Agenda Items. (BOD #2020-05-16)

NONE

18. Announcements (BOD #2020-05-N/A)

Mr. House stated that tractors are currently at work to reopen Mountain View and Jacob Waltz. As explained to the public at the Pinal County meeting, the reopening is to bring us back into code compliance for emergency traffic flow access.

19. Adjourn (BOD #2020-05-17)

Motion by Director Strand at 7:07 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 B

B. The Preplanners Agreement

Submitted By

Assistant Chief Rick Ochs

Background / Discussion

This is a Professional Services Agreement between THE PREPLANNERS, LLC, and the SFMD to complete eight Preplan documents. This is a budgeted item in the FY 2020-2021 budget. Additionally, this is an annual contract which has previously been approved by the Board's Attorney.

Financial Impact/Budget Line Item

\$4000 Professional Services 100-50-62010-08

Enclosure(s)

Agreement with attached Exhibits



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”), is made by and between THE PREPLANNERS, LLC, a Limited Liability Company, 11152 E. Sombra Ave. Mesa, AZ 85212 (the “Company”), and the Superstition Fire & Medical District, 565 N. Idaho Rd. Apache Junction, AZ 85119 (the “Client”).

FOR CONSIDERATION of the mutual promises and covenants contained herein, the Company and Client agree as follows:

1. SCOPE OF WORK

- A. **Professional Services:** Company agrees to provide Professional Drafting and Design Preplans (the “Services”) as described in Exhibit A, which is attached hereto and expressly incorporated herein by reference.
- B. **Performance Monitoring:** To ensure satisfactory and timely performance, Company shall produce written reports or other written documents as needed or directed to Asst. Chief Rick Ochs (the “Project Manager”) by the dates indicated: First Phase – no later than July 16, 2020. Dates for future phases shall be added as addendums to this agreement.
- C. **Revisions to Scope of Work:** The Company reserves the right to make changes to the Services to be provided which are within the Scope of Work above. Such changes and any added cost or cost reduction to the Company must be agreed to in writing and signed by the Company and the Client prior to proceeding with any change.

2. PERFORMANCE PERIOD

The performance period of this Agreement shall begin on the effective date, July 16, 2020, and shall not extend beyond June 30, 2021 not more than 12 months after the effective date, unless amended by written mutual agreement.

3. COMPENSATION AND PAYMENT

- A. **Fee:** The Client agrees to pay the Company for Services provided pursuant to this Agreement on the terms described in Exhibit B, which is attached hereto and expressly incorporated here in reference, not to exceed \$4,000.00 for the term of this Agreement.
- B. **Invoice for Payment:** Company shall prepare 2 invoices for payment, substantiated with reasonable documentation, including original papers and receipt, which shall be submitted to: Jennifer Burke (Jennifer.burke@sfmd.az.gov) via

email. Superstition Fire & Medical District 565 N. Idaho Rd., Apache Junction, AZ 85119.

Payment is due upon receipt and is past due thirty (30) business days from receipt of Invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify the Company within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the Company's Invoice that is not in dispute shall be paid in accordance with the procedures set forth herein.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, the Company may suspend performing further work.

- C. **Taxes Liability:** Client and Company agree that Company is solely responsible for payment of income, social security and other employment taxes due to the proper taxing authorities, and that the Client will not deduct such taxes from any payment to the Company.

4. CONFIDENTIALITY

Client agrees to keep confidential and not to disclose to third parties any information provided by the Company pursuant to this Agreement without the Company's prior written consent. This provision shall survive expiration and termination of this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

Client agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements (hereinafter "Work") developed by Company solely, or with others, resulting from the performance of Company's responsibilities and obligations pursuant to the Agreement are "works made for hire" and the property of the Company. If for any reason the Work would not be considered a work made for hire under applicable law, Client does hereby sell, assign, and transfer to the Company, its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. Client agrees to provide whatever assistance is necessary for the Company to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

Ownership of Documents and Other Data: Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Client unless otherwise agreed to by both parties. However, Contractor shall retain ownership of the proprietary program used to create the documents or data used by Client. The Client may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

In the event the Client fails to comply with the provisions of this Section 5, Company's exclusive remedy shall be limited to termination of this Agreement. In no event shall the Client be liable for consequential damages including, but not limited to, lost profits.

6. TERMINATION OF AGREEMENT

- A. **Termination for Breach of Agreement:** The Company may terminate this Agreement upon ten (10) days written notice for breach of this Agreement or any obligation thereof by the Client.
- B. **Termination for Convenience:** Either Party may terminate this Agreement for convenience by providing thirty (30) days prior written notice.
- C. **Payment Upon Termination:** Upon termination for any reason, the Client shall pay Company for all fees and expenses in accordance with provision 2 above already provided or incurred through the effective date of termination.

In the event of termination pursuant to subsection A above, Client shall be liable to the company for any additional expenses incurred by the Company for satisfactory completion of the Services.

Pursuant to A.R.S. Section 38-511, the Client may cancel this Agreement for conflict of interest.

7. INDEPENDENT CONTRACTOR RESPONSIBILITIES

It is expressly understood that Company is an independent contractor and not the agent or employee of the Client.

8. LIABILITY

To the fullest extent allowed by law, Client agrees to indemnify and hold harmless the Company and their agents and employees from and against all claims or losses including reasonable attorneys' fees, arising out of or resulting from the negligence or omissions of the Client, its partners, directors, officers, employees, licensees, subcontractors or agents, in the provisions of products and services under this Agreement. In no event shall the Client be liable for consequential damages including, but not limited to, loss of profits.

During the performance of Services, the Company shall be in compliance with all applicable state and federal laws, and the Policies and Procedures of the Superstition Fire & Medical District.

9. ASSIGNMENT OR MODIFICATION

Any assignment or modification of this Agreement shall be valid only by written mutual agreement signed by both Parties.

10. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Arizona which shall also be the venue for any disputes arising hereunder.

11. USE OF CLIENT NAME

Company agrees it will not use the name or intellectual property, including but not limited to, Client trademarks in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Client.

12. MISCELLANEOUS

- A. **Legal Arizona Workers Act Compliance:** Company 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"). Company 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.

Client 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.

- B. **Non-appropriation:** This Agreement shall be subject to available funding for Client, and nothing in this Agreement shall bind Client to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
- C. **Anti-Israeli Boycott:** To the extent applicable, the undersigned Company 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the latest date set forth below.

THE PREPLANNERS, LLC

**SUPERSTITION FIRE /
MEDICAL DISTRICT**

Signature

Board Chair Signature

Robert Perez

Printed Name

Printed Name

Partner

Title

Date

Date

Board Clerk Signature

Printed Name

Date

EXHIBIT A

SERVICES

Company agrees to provide the following Services for the Client, subject to Company's timely receipt of the Client's required information listed below.

- Provide electronic copies of SFMD designated preplan(s). The format will be an AutoCAD (.DWG) file.
- Provide electronic copies of SFMD designated preplan(s). The format will be an Adobe Acrobat (.PDF) file.
- Both DWG & PDF files will be uploaded to the SFMD FTP site (if available).
- Provide preplan(s) that are spatially correct, using the projection standard of NAD83 Arizona Central State Plane – US Foot – zone 202.
- Provide standardized symbols for fire department protection features and utility shut-offs.
- Provide a preplan(s) layout for each designated address, utilizing paper sizes of 8.5" x 11" or 11" x 17" format.
- Levels of Details:
 1. Shell building with fire protection features or,
 2. Detailed building layout showing interior walls, door swings, text, etc., plus fire protection features.

EXHIBIT A (Continue)

SERVICES

The following information will be required by the Company in order to create preplans for the Client.

- Current Land base shape files. This information will be used to spatially locate preplans. Specific shape files needed are:
 - 1) Street ROWs or Parcels
 - 2) Lot lines (if available)
 - 3) Building footprints (if available)
 - 4) Address points
 - 5) Fire Hydrants
 - 6) Parking lot lines (if available)
- Access to aerials used by SFMD. This information will aid in the development of parking lot lines and/or preplans.
- Order of priority for preplan development (Schools, Commercial, etc).
- A photo copy of each completed Site Inspection Survey, which will be used for recordkeeping purposes. Survey must be complete, in order for the preplan(s) to be completed in a timely manner.
- Access to SFMD FTP Site which will be used for posting completed preplan DWG's and PDF's.
- Designated mailbox location for Site Inspection Surveys drop-off/pick-up if necessary.

EXHIBIT B

FEES

Company will charge the following fees for performance of Services described in Exhibit A.

Development Fees	\$ 500.00 ea.	\$ 4,000.00
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First Phase includes the following items:

- 1) Development of a total of 8 Preplans
- 2) Preplan Post-processing (for inclusion into CAD Mobile Map).
- 3) Administrative cost

Total Cost:	\$ <u>4,000.00</u>
--------------------	---------------------------

PREPLAN DEVELOPMENT

- 1. Hatfield Medical Group – 300 S Phelps**
- 2. Toast Gio’s – 1422 E Broadway Rd.**
- 3. Bank of America - 3160 W Apache Tr.**
- 4. Chase Bank – 1148 W Apache Tr.**
- 5. Gold Canyon Internal Medicine – 6788 S Kings Ranch Rd.**
- 6. Sunbelt Rentals – 229 E 29th Ave.**
- 7. Edward Jones – 6724 S Kings Ranch Rd.**
- 8. Super Star Car Wash – 3880 S Ironwood Dr.**

Appendix C

C. The GIS Data Custodian Services (Preplanners, LLC) Agreement

Submitted By

Assistant Chief Rick Ochs

Agenda Item Title

Discussion, review and possible approval of the Professional Services Agreement for GIS Data Custodian Services (Preplanners, LLC).

Submitted By

Assistant Chief Rick Ochs

Background/Discussion

The Fire District wishes to continue its Agreement with The Preplanners, LLC to provide GIS Data Custodian Services. These services are necessary for the maintenance of our District mapping, addressing and hydrant locations. The Preplanners will acquire data from the City of Apache Junction and Pinal County, and provide quarterly mapping updates and maintenance. This agreement will commence on July 1, 2020 and will end on June 30, 2021.

Financial Impact(s)/Budget Line Item

\$8,000 maximum cost (100-50-62080-50)

Enclosure(s)

Agreement with the Preplanners, LLC

Recommended Motion

“Motion to approve the Agreement between the SFMD and the Preplanners, LLC to provide GIS Data Custodian Services for the Fiscal Year 2020/2021.”

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”), is made by and between THE PREPLANNERS, LLC, a Limited Liability Company, 11152 E. Sombra Ave. Mesa, AZ 85212 (the “Company”), and the Superstition Fire & Medical District, 565 N. Idaho Rd. Apache Junction, AZ 85119 (the “Client”).

FOR CONSIDERATION of the mutual promises and covenants contained herein, the Company and Client agree as follows:

1. SCOPE OF WORK

A. Professional Services: Company agrees to provide, GIS Data Custodian Services (the “Services”) as described in Exhibit A, which is attached hereto and expressly incorporated herein by reference.

B. Performance Monitoring: To ensure satisfactory and timely performance, Company shall produce written reports or other written documents as needed or directed to Battalion Chief Brian White & Asst. Chief Mooney (the “Project Managers”) by the dates indicated: First Phase – no later than July 16, 2020. Dates for future phases shall be added as addendums to this agreement.

C. Revisions to Scope of Work: The Company reserves the right to make changes to the Services to be provided which are within the Scope of Work above. Such changes and any added cost or cost reduction to the Company must be agreed to in writing and signed by the Company and the Client prior to proceeding with any change.

2. PERFORMANCE PERIOD

The performance period of this Agreement shall begin on the effective date, July 16, 2020, and shall not extend beyond June 30, 2021 not more than 12 months after the effective date, unless amended by written mutual agreement.

3. COMPENSATION AND PAYMENT

A. Fee: The Client agrees to pay the Company for Services provided pursuant to this Agreement on the terms described in Exhibit B, which is attached hereto and expressly incorporated here in reference, not to exceed \$8,000.00 for the term of this Agreement.

B. Invoice for Payment: Company shall prepare 4 invoices for payment, substantiated with reasonable documentation, including original papers and receipt, which shall be submitted to: Jennifer Burke (Jennifer.burke@sfmd.az.gov) via email. Superstition Fire & Medical District 565 N. Idaho Rd., Apache Junction, AZ 85119.

Payment is due upon receipt and is past due thirty (30) business days from receipt of Invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify the Company within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the Company's Invoice that is not in dispute shall be paid in accordance with the procedures set forth herein.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, the Company may suspend performing further work.

C. Taxes Liability: Client and Company agree that Company is solely responsible for payment of income, social security and other employment taxes due to the proper taxing authorities, and that the Client will not deduct such taxes from any payment to the Company.

4. CONFIDENTIALITY

Client agrees to keep confidential and not to disclose to third parties any information provided by the Company pursuant to this Agreement without the Company's prior written consent. This provision shall survive expiration and termination of this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

Client agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements (hereinafter "Work") developed by Company solely, or with others, resulting from the performance of Company's responsibilities and obligations pursuant to the Agreement are "works made for hire" and the property of the Company. If for any reason the Work would not be considered a work made for hire under applicable law, Client does hereby sell, assign, and transfer to the Company, its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. Client agrees to provide whatever assistance is necessary for the Company to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

Ownership of Documents and Other Data: Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Client unless otherwise agreed to by both parties. However, Contractor shall retain ownership of the proprietary program used to create the documents or data used by Client. The Client may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or

adaptation by Contractor for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

In the event the Client fails to comply with the provisions of this Section 5, Company's exclusive remedy shall be limited to termination of this Agreement. In no event shall the Client be liable for the consequential damages including, but not limited to, lost profits.

6. TERMINATION OF AGREEMENT

A. Termination for Breach of Agreement: The Company may terminate this Agreement upon ten (10) days written notice for breach of this Agreement or any obligation thereof by the Client.

B. Termination for Convenience: Either Party may terminate this Agreement for convenience by providing thirty (30) days prior written notice.

C. Payment Upon Termination: Upon termination for any reason, the Client shall pay Company for all fees and expenses in accordance with provision 2 above already provided or incurred through the effective date of termination.

In the event of termination pursuant to subsection A above, Client shall be liable to the company for any additional expenses incurred by the Company for satisfactory completion of the Services.

Pursuant to A.R.S. Section 38-511, the Client may cancel this Agreement for conflict of interest.

7. INDEPENDENT CONTRACTOR RESPONSIBILITIES

It is expressly understood that Company is an independent contractor and not the agent or employee of the Client.

8. LIABILITY

To the fullest extent allowed by law, Client agrees to indemnify and hold harmless the Company and their agents and employees from and against all claims or losses including reasonable attorneys' fees, arising out of or resulting from the negligence or omissions of the Client, its partners, directors, officers, employees, licensees, subcontractors or agents, in the provisions of products and services under this Agreement. In no event shall the Client be liable for consequential damage including, but not limited to, loss of profits.

During the performance of Services, the Company shall be in compliance with all applicable state and federal laws, and the Policies and Procedures of the Superstition Fire & Medical District.

9. ASSIGNMENT OR MODIFICATION

Any assignment or modification of this Agreement shall be valid only by written mutual agreement signed by both Parties.

10. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Arizona which shall also be the venue for any disputes arising hereunder.

11. USE OF CLIENT NAME

Company agrees it will not use the name or intellectual property, including but not limited to, Client trademarks in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Client.

12. MISCELLANEOUS

A. **Legal Arizona Workers Act Compliance:** Company 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”). Company 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.

Client 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.

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

C. **Anti-Israeli Boycott:** To the extent applicable, the undersigned Company 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the latest date set forth below.

THE PREPLANNERS, LLC

**SUPERSTITION
FIRE/MEDICAL
DISTRICT**

Signature

Board Chair Signature

Robert Perez

Printed Name

Printed Name

Partner

Title

Date

Date

Board Clerk Signature

Printed Name

Date

EXHIBIT A

SERVICES

The Preplanners, LLC will provide the following Services for the Superstition Fire & Medical District. “GIS Data Custodian Services” to be completed during a 12-month period.

- GIS Data Custodian services to be complete on a quarterly basis per the Mesa Fire & Medical Department’s 2020/2021 CAD Map Calendar
- Update/Maintain SFMD Address Data for CAD
- Update/Maintain SFMD Street Data for CAD
- Update/Maintain all associated Feature Classes that are involved in the current Map File
- Hours to vary per quarter. Hours dependent on the number of edits/updates to SFMD data

**EXHIBIT A
(Continue)**

REQUIREMENTS

The following information will be required by The Preplanners, LLC to maintain GIS CAD Data as the Data Custodian for the Superstition Fire & Medical District.

- Work to be completed remotely via SFMD IT services
- Access to SFMD GIS Software and Databases containing all CAD Data
- Access to Aerial information if needed
- Access to an assigned Workstation to complete GIS Work for SFMD if needed
- The capability to work on-site at the SFMD Admin offices if needed

EXHIBIT B

FEES

Company will charge the following fees for performance of Services described in Exhibit A.

GIS Data Custodian Services \$ 8,000.00

- 1) Quarterly fee of \$2,000.00 every 3 months,
- 2) Hours of work per quarter varies upon updates needed
- 3) Completed work will be packaged for delivery to MFMD
CAD Map personnel for uploading to CAD

Total Cost: \$ **8,000.00**

Appendix D

D. Disposition of Surplus Property – 10 Recliners

Submitted By

Fire Chief Mike Farber

Fleet Supervisor Vaughn Croshaw

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
10	Bulldog Recliners	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)

N/A

