VERSION 2.0
POSTED 8/14/17

VERSION 1.0

BOARD OF DIRECTORS MEETING

AUGUST 16, 2017

SUPERSTITION FIRE & MEDICAL DISTRCT BOARD

JEFF CROSS, BOARD CHAIRMAN
GENE GEHRT, BOARD CLERK
TODD HOUSE, BOARD DIRECTOR
JASON MOELLER, BOARD DIRECTOR
LARRY STRAND, BOARD DIRECTOR

Superstition Fire & Medical District

Board of Directors Meeting Agenda

August 16, 2017

Mission Statement

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

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PURSUANT TO A.R.S. §38.431.02

Notice is hereby given to the general public that the Superstition Fire & Medical District Governing Board will hold a meeting on **Wednesday, August 16, 2017**. The meeting will be held at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the public and will begin at 5:30 p.m. local time.

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

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

1. **Review and approval of the July 2017 financial reports and bank reconciliations. (BOD #2017-08-01)**

2. **Recognition of employee performance, achievements, and special recognition for community members. (BOD #2017-08-02)**

3. **Call to the Public. (BOD #2017-08-n/a)**
   A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

4. **Consideration and possible approval of all consent agenda items listed below (BOD #2017-08-03):**
   A. Work Session Meeting Minutes from July 12, 2017
   B. Work Session Executive Session Meeting Minutes from July 12, 2017
   C. Board Meeting Minutes from July 19, 2017
   D. Toshiba Multi-Function Copier/Printer Lease

5. **Discussion, presentation, and possible action proposing a pilot program for an additional engine at Fire Station 263. (BOD #2017-08-04)**

6. **Discussion, presentation, and possible approval of an updated organizational chart. (BOD #2017-08-05)**

7. **Discussion and update regarding the JPA/Merger/Consolidation Committee. (BOD #2017-08-06)**

8. **Discussion, consideration, and possible approval of the amendments to the Fiscal Year 2017/2018 Revenue and Expenditure Budget that was adopted at the July 19, 2017 board meeting and the possible adoption of Resolution 2017-07. (BOD #2017-08-07)**

9. **Presentation, discussion, and possible direction of a 3-year forecast for planning purposes. (BOD #2017-08-08)**

10. **Discussion and possible approval of an amendment to Resolution 2009-02, Meet and Confer. (BOD #2017-08-09)**

11. **Review, discussion, and possible approval of the updated SFMD Governing Board By-Laws. (BOD #2017-08-10)**

12. **Discussion, update, and possible approval of changing Policy 102.01, Updating and Revising Policy, SOG's, and Procedures. (BOD #2017-08-11)**

13. **Discussion, presentation, and possible approval of the implementation of a Self-Inspection Program. (BOD #2017-08-12)**

14. **Discussion and update regarding the completion of the Community Medicine Grant. (BOD #2017-08-13)**

15. **Discussion of the district's Public Safety Personnel Retirement System (PSPRS) contribution costs related to the new Tier 3 members (firefighters hired on or after July 1, 2017). (BOD #2017-08-14)**

16. **Discussion and possible direction regarding the fire chief hiring process. (BOD #2017-08-15)**

17. **Discussion and possible direction regarding the previously approved Mechanic's position for FY 17/18. (BOD #2017-08-16)**

18. **Future agenda items brought forth by the board. (BOD #2017-08-17)**

19. **Reports. (BOD #2017-08-18)**

20. **Announcements (BOD #2017-08-n/a)**

21. **Adjourn (BOD #2017-08-19)**

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):

Update Posted on August 15, 2017
At: 1725 Hours
By: Jasmin Jones

Update Posted on August 14, 2017
At: 1700 Hours
By: Jasmin Jones

Original Posted on August 12, 2017
At: 2130 Hours
By: Jasmin Jones

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 twenty-four hours before the board meeting.

Governing Board Meeting – August 16, 2017
Agenda Item: 1
BOD#: 2017-08-01

Agenda Item Title:
Review and approval of the July 2017 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):
Letter of Acceptance of the Fire District's Financial Statements and Bank Reconciliations.
*Financials provided under separate cover

Recommended Motion:
"Motion to approve the July 2017 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 **July 2017:**

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

_____ _____

Jeff Cross, Board Chairman Date

Governing Board Meeting – August 16, 2017
Agenda Item: 2
BOD#: 2017-08-02

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

Submitted By:
Interim Fire Chief Mike Farber
Acting Assistant Chief Richard Mooney

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

August Service Awards:

10 Years of Service
Administrative Assistant **Kelly Bartz**

August Service Anniversaries:

28 Years of Service
Captain / Paramedic **Andy Kuhn**
12 Years of Service
Captain / Paramedic **Jon Williamson**
2 Years of Service
Transportation Services Manager **Billy Warren**
Payroll Clerk **Lori Hlavin**

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Governing Board Meeting – August 16, 2017
Agenda Item: 3
BOD#: 2017-08-n/a

Agenda Item Title:
Call to the Public

A.R.S. §38-431.01(H):
A public body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the public body.

At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda.

However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

Background / Discussion:
Call to the Public is provided so citizens may address the public body (Governing Board) with matters concerning the fire district. Arizona public meeting law provides that the public body may discuss, consider, or decide only matters listed on the agenda and other matters related thereto. Since the public body will generally not know what specific matters may be raised at call to the public, they will be unable to act until the matter is placed on a subsequent meeting agenda (at the board's discretion). The board may also direct staff to follow up on the issue with the citizen.

Scheduled:
None

Governing Board Meeting – August 16, 2017
Agenda Item: 4
BOD#: 2017-08-03

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

A. Special Board Meeting Minutes from July 12, 2017 – **Appendix A**

B. Work Session Executive Session Minutes from July 12, 2017 – **Appendix B**

C. Board Meeting Minutes from July 19, 2017 – **Appendix C**

D. Toshiba Multi-Function Copier/Printer Lease – **Appendix D**

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

Recommended Motion:
"Motion to approve the consent agenda items for August 16, 2017."

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Governing Board Meeting – August 16, 2017
Agenda Item: 5
BOD#: 2017-08-04

Agenda Item Title:
Discussion, presentation, and possible action proposing a pilot program for an additional engine at Fire Station 263.

Submitted By:
Interim Fire Chief Mike Farber

Background/Discussion:
This item comes before the board as a follow up from the July 19, 2017 meeting (BOD #2017-07-17) for the purpose of exploring the possibility of ending the Low Acuity 263 Pilot Program and replacing it with a Pilot Program adding an addition engine at Fire Station 263.

At the July meeting, the board requested Interim Fire Chief Mike Farber to bring back statistical information before a decision could be made, including:

- Monthly Statistics on Light Duty
- Statistical analysis of the Sick Leave for the last 5-years
- Analysis on a correlation on the of sick/vacation leave and the 48/96 shift schedule
- Total cost for the program including wear and tear on vehicles, gas, temporary promotions, benefits, PSPRS, etc.

Financial Impact:
TBD

Enclosure(s):
Presentation at the meeting

Recommended Motion:
TBD

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Governing Board Meeting – August 16, 2017
Agenda Item: 6
BOD#: 2017-08-05

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

Submitted By:
Interim Fire Chief Mike Farber

Background/Discussion:
This item comes before the board to approve a new organizational chart that supports the structure that incorporates the 263 pilot program and department efficiencies.

Financial Impact:
N/A

Enclosure(s):
Organizational Chart

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

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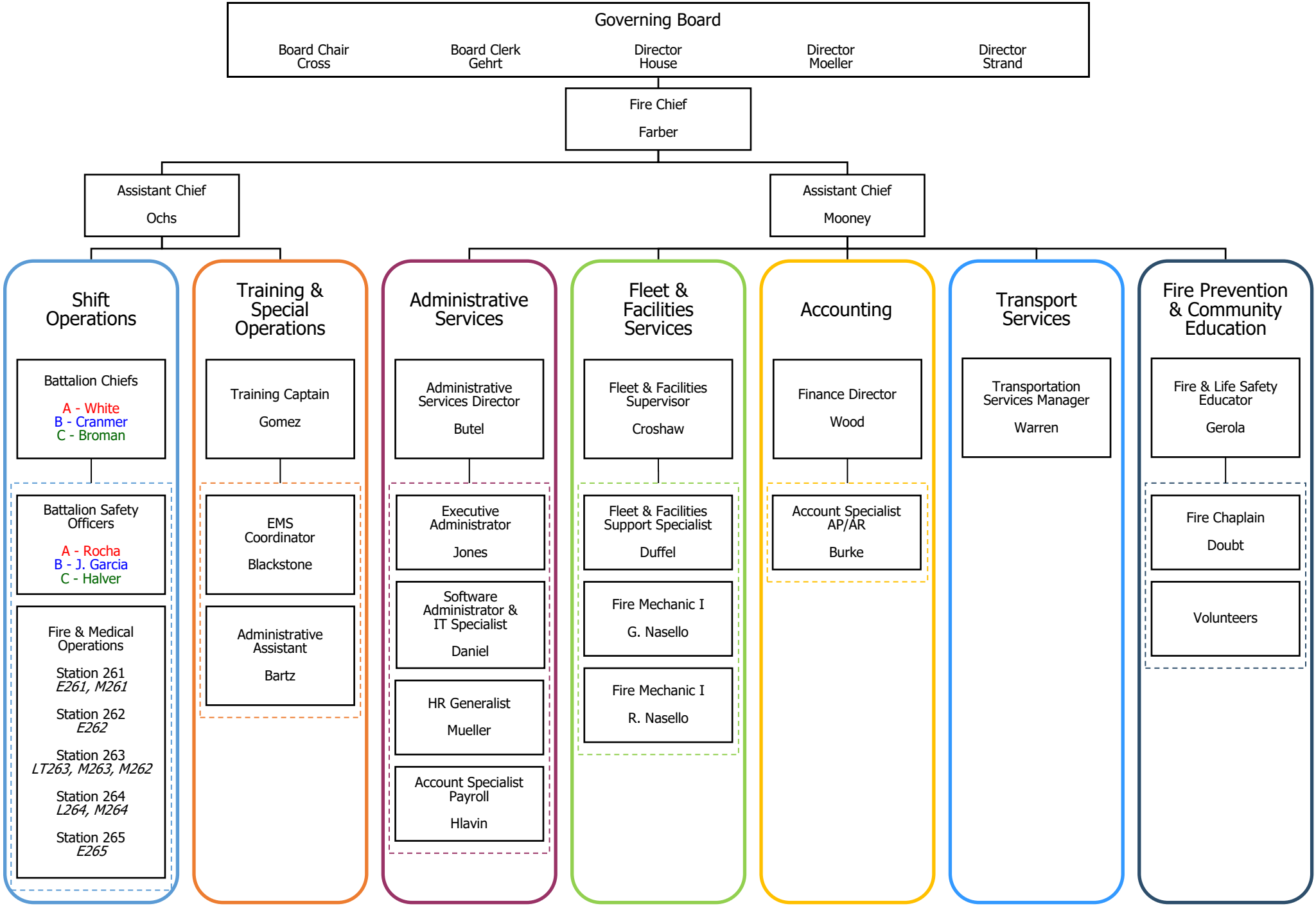
Superstition Fire & Medical District

Organizational Chart



Superstition Fire & Medical District

Organizational Chart

Governing Board

- Board Chair: Cross
- Board Clerk: Gehrt
- Director: House
- Director: Moeller
- Director: Strand

Fire Chief: Farber

Assistant Chief: Ochs

Assistant Chief: Mooney

Shift Operations

Battalion Chiefs
- A - White
- B - Cranmer
- C - Broman

Battalion Safety Officers
- A - Rocha
- B - J. Garcia
- C - Halver

Fire & Medical Operations
- Station 261 *E261, M261*
- Station 262 *E262*
- Station 263 *LT263, M263, M262*
- Station 264 *L264, M264*
- Station 265 *E265*

Training & Special Operations

Training Captain: Gomez

EMS Coordinator: Blackstone

Administrative Assistant: Bartz

Administrative Services

Administrative Services Director: Butel

Executive Administrator: Jones

Software Administrator & T Specialist: Daniel

HR Generalist: Mueller

Account Specialist Payroll: Hlavin

Fleet & Facilities Services

Fleet & Facilities Supervisor: Croshaw

Fleet & Facilities Support Specialist: Duffel

Fire Mechanic I: G. Nasello

Fire Mechanic I: R. Nasello

Accounting

Finance Director: Wood

Account Specialist AP/AR: Burke

Transport Services

Transportation Services Manager: Warren

Fire Prevention & Community Education

Fire & Life Safety Educator: Gerola

Fire Chaplain: Doubt

Volunteers

Positions Removed

- Assistant Chief - Administrative Services (eliminated, Broman reassigned to open Battalion Chief position)
- Division Chief - Training (eliminated, Ochs reassigned to open Assistant Chief - Operations position)
- Administrative Captain (eliminated, Pohlmann reassigned to field)
- Deputy Fire Marshal (eliminated, Suniga reassigned to field)
- Technical Services Planning Administrator (reassigned to new Administrative Services Director position)
- Multi-Media Production Specialist (eliminated, McKinney reassigned to field)
- Fire Mechanic I (eliminated, Shrock resigned and not replaced)

Governing Board Meeting – August 16, 2017
Agenda Item: 7
BOD#: 2017-08-06

Agenda Item Title:
Discussion and update regarding the JPA/Merger/Consolidation Committee.

Submitted By:
Interim Fire Chief Mike Farber

Background/Discussion:
An update will be given regarding the recently established JPA/Merger/Consolidation Committee.

This first meeting was held on August 4, 2017, the committee discussed the difference between JPA, Mergers, and Consolidations. Also discussed was information provided by North County, Queen Creek, and Mesa Fire.

Committee meetings will be held monthly, with the next meeting being held on September 8, 2017 at 1000.

Financial Impact:
N/A

Enclosure(s):
N/A

Recommended Motion:
N/A

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Governing Board Meeting – August 16, 2017
Agenda Item: 8
BOD#: 2017-08-07

Agenda Item Title:
Discussion, consideration, and possible approval of the amendments to the Fiscal Year 2017/2018 Revenue and Expenditure Budget that was adopted at the July 19, 2017 board meeting and the possible adoption of Resolution 2017-07.

Submitted By:
Interim Fire Chief Mike Farber

Background/Discussion:
The Fiscal Year 2017/2018 Revenue and Expenditure Budget was adopted at the July 19, 2017 Board meeting. However, due to changes in various initiatives pertaining to the General (100) Maintenance & Operations (M&O) Fund, the Board is being asked to consider amending the Fiscal Year 2017 /2018 Revenue and Expenditure Budget.

If the Board approves the amendments to the Fiscal Year 2017 / 2018 budget, the opening of the 20-day public comment period will begin on August 17th, which will allow for the Board to formally adopt the Amended Fiscal Year 2017/2018 budget at the next regularly scheduled Board meeting on September 20, 2017.

During this meeting, the Board will be presented with an overview of the accounts and amounts being amended. All amendments are confined to the General (100) Fund M&O budget.

Financial Impact:
N/A

Enclosure(s):
Amended Fiscal Year 2017/18 Revenue and Expenditure Budget – Under Separate Cover
Resolution 2017-07

Recommended Motion:
"Motion to adopt Resolution 2017-07 adopting an amended budget of $_____ for the fiscal year beginning July 1, 2017 and ending June 30, 2018 and giving notice to the public of the amended 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."

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RESOLUTION 2017-07
Superstition Fire & Medical District Medical
HEARING FOR AMENDED BUDGET

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, ADOPTING A TENTATIVE AMENDED BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018, AND GIVING NOTICE OF THE TIME AND PLACE FOR HEARING TAXPAYERS COMMENTS PRIOR TO THE ADOPTION OF THE AMENDED BUDGET.

WHEREAS, in accordance with the provisions of §48-805, Arizona Revised Statutes, the Governing Board has on this sixteenth day of August 2017, made tentative estimates of an amended budget 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 section of the Arizona Revised Statutes, the Governing Board wishes to establish a date of public comments.

WHEREAS, Resolution 2017-07 amending the 2017/2018 budget supersedes Resolution 2017-02 originally adopting the tentative 2017/2018 fiscal year budget.

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 for adoption now establish the adopted amended estimates of the proposed expenditures by the Superstition Fire & Medical District for the fiscal year beginning July 1, 2017 and ending June 30, 2018, and;

The Governing Board of Directors hereby authorizes the clerk of the Superstition Fire & Medical District to publish, in the manner prescribed by law, the adopted amended estimates. The Governing Board of Directors will meet for the purpose of holding a public hearing and taking public comment prior to adopting the amended budget for the 2017/2018 fiscal year for the Superstition Fire & Medical District, on September 20, 2017. The hearing and meeting will take place at 5:30 p.m. at the Administrative Office, located at 565 N. Idaho Rd., Apache Junction, Arizona.

PASSED AND ADOPTED THIS SIXTEENTH DAY OF AUGUST 2017, BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

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

Governing Board Meeting – August 16, 2017
Agenda Item: 9
BOD#: 2017-08-08

Agenda Item Title:
Presentation, discussion, and possible direction of a 3-year forecast for planning purposes.

Submitted By:
Interim Fire Chief Mike Farber
Finance Director Roger Wood

Background/Discussion:
A 3-year forecast for the General (100) Fund will be presented for long term planning purposes.

Financial Impact:
N/A

Enclosure(s):
Presentation at the meeting

Recommended Motion:
TBD

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Governing Board Meeting – August 16, 2017
Agenda Item: 10
BOD#: 2017-08-09

Agenda Item Title:
Discussion and possible approval of an amendment to Resolution 2009-02, Meet and Confer.

Submitted By:
Interim Fire Chief Mike Farber

Background/Discussion:
This item comes before the board as an amendment to Resolution 2009-02, Meet and Confer. The amendment includes the name change from Apache Junction Fire District to Superstition Fire & Medical District, and update to Section 3, Item #6 regarding fiscal year budget posting requirements.

Financial Impact:
N/A

Enclosure(s):
Resolution 2009-02

Amendment to Resolution 2009-02

Recommended Motion:
"Motion to approve the amendment to Resolution 2009-02, Meet and Confer, with the amendment changes, updating the district name and updating fiscal year budget posting requirements."

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Resolution 2009-02
A Resolution Instituting the Meet and Confer Process

Section 1. Findings and Purpose

1. **Whereas**, the members of the community served by the Apache Junction Fire District have a fundamental interest in the development of harmonious and cooperative relations between elected fire district officials, administrators, and the employees of the Apache Junction Fire District; and

2. **Whereas**, the Apache Junction Fire District recognizes the fundamental rights of public employees to organize into associations; and

3. **Whereas**, the Apache Junction Fire District recognizes that engagement in the principles and procedures of full communication between public employers and public employees can alleviate various forms of strife and unrest; and

4. **Whereas**, strikes, work stoppages, slow downs, employer lockouts and other concerted efforts designed to disrupt Fire District services are contrary to the public good and are strictly prohibited.

5. **Therefore,** the Governing Board of the Apache Junction Fire District hereby resolves that it is the purpose of this resolution to:

   A. Obligate the elected Fire District officials, administrators, district employees and their representatives, acting within the framework of the law, to enter into discussions with affirmative willingness to resolve issues and disputes relating to working conditions, wages, benefits, and hours of work.

   B. Promote harmonious employer-employee relations by providing a uniform basis for recognizing the right of public employees to join, or refrain from joining, organizations of their own choice and to be represented by such organizations in their dealings with the Fire District in accordance with the provisions of this policy.

6. The result of agreements regarding wages, hours, benefits, and working conditions, between the employer and its employees will be drafted into a written Memorandum of Understanding (MOU) that will be in place for a period to be determined by mutual agreement. Such MOU shall become effective upon approval by the Fire Board.

Section 2. Employee Organizations

1. The agreements between the Apache Junction Fire District and any recognized employee organization will be drafted into a written MOU, signed by the authorized representatives of the employee organization or organizations, and authorized representatives from the Apache Junction Fire District.

2. Authorized representation by an employee group shall be determined by a majority vote of the employees of the group and a list of the employees of the group shall be submitted to the Apache Junction Fire Board in writing.

3. Designated employee organizations shall have the right to bi-weekly dues deductions via the Apache Junction Fire District payroll system for employees who authorize the deductions via the proper AJFD payroll deduction form or process.

Section 3. Meeting and Conferring

1. The designated employee organizations may submit a written proposal to the Apache Junction Fire District, through the Fire Chief for the purpose of meet and confer by a mutually agreed upon date.

   A. The Meet and Confer process covers wages, hours, benefits, and working conditions, which may include: salary or wage rates or other forms of direct monetary compensation; policy issues related to wages, hours, benefits, and working conditions; time off (paid and unpaid leaves); insurances benefits; total hours required of an employee on each workday or workweek, including overtime, call-in or call-back time; health and safety; training; personnel records review; process for employee discipline and grievance; meet and confer procedure; and rights of the employee group.

   B. Individual personnel cases of hiring, promotion, or transfer of employees, the type of discipline, or the grounds for promotion, discharge, suspension, or discipline will not be part of the meet and confer negotiations. Personnel policy issues as stated in 1A are subject to Meet and Confer negotiations.

2. Upon receiving a proposal, or a request to meet and confer from recognized employee organization(s), within a mutually agreed upon time-frame, the Fire Chief and representatives of the recognized employee organization shall begin "meeting and conferring" at mutually agreed upon locations and times. The purpose of the meetings are to develop a written Memorandum of Understanding(MOU) relating to working conditions, wages, benefits, and hours as defined in section 1A. Meeting ground rules shall be initially presented by the AJFD Fire Chief, and upon agreement by both parties shall be adhered to while meeting and conferring. The groups will

continue meeting and conferring in good faith until no other action or movement is occurring. Both parties to the meeting and conferring may discuss the status/progress with their decision-making body to receive direction on the unresolved items. Either party can declare an impasse when no further movement is agreeable to either party.

3. Any areas which were not agreed upon shall be outlined as areas in dispute and shall be subject to mediation

4. A list of three mediators will be requested from Federal Mediation and Conciliation Services or the American Arbitration Association, with each party to the meet and confer process eliminating one name. The remaining mediator will be used. The Fire Chief, employee organization representatives, and the mediator will meet as necessary to reach an agreement.

   A. The cost of the mediator will be shared equally by the Fire District and the designated labor organization.

5. If an agreement still cannot be reached after having the assistance of a mediator, the Apache Junction Fire District Board will have the final decision on the area(s) in dispute.

6. All areas of agreement, as well as those in dispute and still under consideration, and the recommendations of the Federal Mediator, shall be submitted to the Chairman of the Fire District Board, and the Fire Board for their evaluation on, or before the April governing board meeting, in order to fulfill the thirty (30) day posting requirements of the proposed budget, and to ensure that the approved budget is submitted to Pinal County on time.

7. The designated labor organization representative and the Chairman of the Fire District Board shall initial all areas of agreement. The recognized labor organization agrees to accept the final decision of the AJFD governing board, on the areas still in dispute; however the recognized labor organization representative will not be obligated to initial areas not agreed to. The areas of agreement, including the Fire District Board's final vote on areas of dispute, shall constitute the Memorandum of Understanding for the defined period.

Now therefore, be it resolved, that the Apache Junction Fire District governing board adopts Resolution 2009-02, A Resolution Instituting the Meet and Confer Process, on this 18th *day of* March, 2009 *at the meeting of the Apache Junction Fire District governing board.*

Board Chairman _____

Board Clerk Mike Cooney _____

Board Member _____

Board Member _____

Board Member _____

AMENDMENT TO
RESOLUTION 2009-02
A RESOLUTION INSTITUTING THE MEET AND CONFER PROCESS
Superstition Fire & Medical District Medical

AN AMENDMENT TO RESOLUTION 2009-02, INSTITUTING THE MEET AND CONFER PROCESS FOR THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AND THE EMPLOYEES WHO PROUDLY SERVE THE FIRE DISTRICT.

SECTION 1 – FINDINGS AND PURPOSE

1. **WHEREAS**, the members of the community served by the Superstition Fire & Medical District have a fundamental interest in the development of harmonious and cooperative relations between elected fire district officials, administrators, and the employees of the Superstition Fire & Medical District; and
2. **WHEREAS**, the Superstition Fire & Medical District recognizes the fundamental rights of public employees to organize into associations; and
3. **WHEREAS**, the Superstition Fire & Medical District recognizes that engagement in the principles and procedures of full communication between public employers and public employees can alleviate various forms of strife and unrest; and
4. **WHEREAS**, strikes, work stoppages, slow downs, employer lockouts, and other concerted efforts designed to disrupt Fire District services are contrary to the public good and are strictly prohibited.
5. **THEREFORE**, the Governing Board of the Superstition Fire & Medical District hereby resolves that it is the purpose of this resolution to:
    A. Obligate the elected Fire District officials, administrators, district employees and their representatives, acting within the framework of the law, to enter into discussions with affirmative willingness to resolve issues and disputes relating working conditions, wages, benefits, and hours of work.

    B. Promote harmonious employer-employee relations by providing a uniform basis for recognizing the right of public employees to join, or refrain from joining, organizations of their own choice and to be represented by such organizations in their dealings with the Fire District in accordance with the provisions of this policy.
6. The result of agreements regarding wages, hours, benefits, and working conditions, between the employer and its employees will be drafted into a written Memorandum of Understanding (MOU) that will be in place for a period to be determined by mutual agreement. Such MOU shall become effective upon approval by the Governing Board.

SECTION 2 – EMPLOYEE ORGANIZATIONS

1. The agreements between the Superstition Fire & Medical District and any recognized employee organization will be drafted into a written MOU, signed by the authorized representatives of the employee organization or organizations, and authorized representatives from the Superstition Fire & Medical District.
2. Authorized representation by an employee group shall be determined by a majority vote of the employees of the group and a list of the employees of the group shall be submitted to the Superstition Fire & Medical District.
3. Designated employee organizations shall have the right to bi-weekly dues deductions via the Superstition Fire & Medical District payroll system for employees who authorize the deductions via the proper SFMD payroll deduction form or process.

SECTION 3 – MEETING AND CONFERRING

1. The designated employee organizations may submit a written proposal to the Superstition Fire & Medical District, through the Fire Chief for the purpose of meet and confer by a mutually agreed upon date.

    A. The Meet and Confer process covers wages, hours, benefits, and working conditions, which may include: salary or wage rates or other forms of direct monetary compensation; policy issues related to wages, hours, benefits, and working conditions; time off (paid and unpaid leaves); insurance benefits; total hours required of an employee on each workday or workweek, including overtime, call-in or call-back time; health and safety; training; personnel records review; process for employees discipline and grievance; meet and confer procedure; and rights of the employee group.

    B. Individual personnel cases of hiring, promotion, or transfer of employees, the type of discipline, or the grounds for promotion, discharge, suspension, or discipline will not be part of the meet and confer negotiations. Personnel policy issues as stated in section 1A are subject to the Meet and Confer negotiations.

2. Upon receiving a proposal, or a request to meet and confer from recognized employee organization(s), within a mutually agreed upon timeframe, the Fire Chief and representatives of the recognized employee organization(s) shall begin 'meeting and conferring' at mutually agreed upon locations and times. The purpose of the meetings are to develop a written Memorandum of Understanding (MOU) relating to working conditions, wages, benefits, and hours as defined in section 1A. Meeting ground rules shall be initially presented by the SFMD Fire Chief, and upon agreement by both parties shall be adhered to while meeting and conferring. The groups will continue meeting and conferring in good faith until no other action or movement is occurring. Both parties to the meeting and conferring may discuss the status/progress with their decision making body to receive direction on the unresolved items. Either party can declare an impasse when no further movement is agreeable to either party.

3. Any areas which were not agreed upon shall be outlined as areas in dispute and shall be subject to mediation.

4. A list of three (3) mediators will be requested from the Federal Mediation and Conciliation Services or the American Arbitration Association, with each party to the meet and confer process eliminating one name. The remaining mediator will be used. The Fire Chief, employee organization representatives, and the mediator will meet as necessary to reach an agreement.

    A. The cost of the mediator will be shared equally by the Fire District and the designated labor organization.

5. If an agreement still cannot be reached after having the assistance of a mediator, the Superstition Fire & Medical District Board will have the final decision on the area(s) in dispute.

6. All areas of agreement, as well as those in dispute and still under consideration, and the recommendations of the Federal Mediator, shall be submitted to the Chairman of the Fire District Board, and the Fire Board for their evaluation on, or before the April governing board meeting, in order to fulfill the 20-day posting requirements of the proposed budget, and to ensure the approved budget is submitted to Pinal and Maricopa Counties on time.

7. The designated labor organization representative and the Chairman of the Fire District Board shall initial all areas of agreement. The recognized labor organization agrees to accept the final decision of the SFMD Governing Board, on the areas still in dispute; however, the recognized labor organization representative will not be obligated to initial areas not agreed to. The areas of agreement, including the Fire District Board's final vote on areas of dispute, shall constitute the Memorandum of Understanding for the defined period.

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT FULLY SUPPORTS RESOLUTION 2009-02, WITH THE STATED AMENDMENT A RESOLUTION AND AMENDMENT INSTITUTING THE MEET AND CONFER PROCESS.

PASSED AND ADOPTED THIS SIXTEENTH DAY OF AUGUST 2017, BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

_____
Jeff Cross, Board Chairman

_____
Gene Gehrt, Board Clerk

_____
Jason Moeller, Board Director

_____
Larry Strand, Board Director

_____
Todd House, Board Director

Governing Board Meeting – August 16, 2017
Agenda Item: 11
BOD#: 2017-08-10

Agenda Item Title:
Review, discussion, and possible approval of the updated SFMD Governing Board By-Laws.

Submitted By:
Board Clerk Gene Gehrt
Legal Counsel Donna Aversa

Background/Discussion:
At the July 12, 2017 Special Meeting (BOD #2017-07-01), the board collaboratively updated the SFMD Governing Board By-Laws and directed staff to bring the document back to the July 19, 2017 for approval (BOD #2017-07-16). At the request of Director Strand, additional time was given for the board to read the updated document. Staff was directed to place this item on the August agenda.

Financial Impact:
N/A

Enclosure(s):
Updated SFMD Governing Board By-Laws

Recommended Motion:
"Motion to approve the SFMD Governing Board By-Laws with changes as stated."

Go to Item 12

Go to Agenda

SUPERSTITION FIRE & MEDICAL DISTRICT

GOVERNING BOARD BY-LAWS

GOVERNING BOARD MEMBERS

Board Chairman Jeff Cross

Board Clerk Gene Gehrt

Board Director Todd House

Board Director Jason Moeller

Board Director Larry Strand

Adoption Dates

August 16, 2017
September 16, 2015
April 17, 2013

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ARTICLE I: GENERAL

1. Purpose: These By-Laws set forth the general rules and guidelines of conduct for the Superstition Fire & Medical District Governing Board.

2. Conflict with Applicable Law: In the event of any conflict in the laws governing the conduct of the Board, then such conflict shall be resolved by applying the regulating authority in the following order of priority: (a.) Arizona Revised Statutes Annotated; (b.) the By-Laws for the Superstition Fire & Medical District; (c.) the Standing Rules of the Board; and (d.) Robert's Rules of Order.

3. Reference to Applicable Law: Any reference made in the By-Laws to controlling or applicable law, rules or regulations shall include all pertinent amendments thereto.

4. Definitions: The following definitions shall apply to these By-Laws:
   a. "Board" shall mean the governing body of the Superstition Fire & Medical District.
   b. "District" shall refer to the Superstition Fire & Medical District.
   c. "Standing Rule" shall mean the rules and regulations adopted by the Board from time to time as they are needed in the form of resolutions establishing guidelines for a District meeting which have been adopted by a majority vote of the Board with or without previous notice. Standing Rule may be amended by a majority vote of the Board.

ARTICLE II: THE BOARD

1. Members: There shall be five (5) members of the Board.

2. Qualifications: A member of the Board must be a resident of the District at the time of their election, and must remain so during their incumbency. Employees of the District shall not be members of the Board and conversely, a member of the Board shall not be an employee of the District (A.R.S.§48-805.B.1).

3. Election: Board Members will be elected in accordance with the laws of the State of Arizona.

4. Term: Board members are elected for a term of four (4) years. Each member shall be installed at the December meeting following their election. Each newly elected member shall be installed and shall take the Oath of Office (A.R.S. §38-231) following the date that the results of balloting are canvassed by the County Board of Supervisors. The term of each member shall begin on the first day of the month following that member's election.

5. Duties and Responsibilities: The members of the Board are vested with the authority for managing the affairs of the District, pursuant to the laws of the State of Arizona governing the management of fire districts.

6. Statutory Training: Beginning with the 2014 general election, Board members who are elected or appointed to the Board and a Fire Chief that is hired or appointed after November 5, 2014 shall attend six (6) hours of professional development training within 12 months of election or

appointment. The training is provided by the Arizona Fire District Association (AFDA) per A.R.S §48-803(G).

7. Authority of the Board: The authority of the Board is governed by the laws of the State of Arizona.

8. Compensation: The Board shall serve without compensation and will only be reimbursed for any actual and reasonable expenses incurred on behalf of the District.

9. Vacancies: In the event that there is a vacancy on the Board caused by the death, resignation, or any other reason, of a Board member, then this vacancy may be filled by an individual selected by a majority of the remaining Board members in a manner determined by the remaining Board members. An individual selected by the Board shall serve until the expiration of the term of the Board member whose position they replaced. Board members term will be deemed vacant of the person holding the office ceases to discharge the duties of office for the period of three (3) consecutive months per A.R.S. §38-291(6),(7).

10. Role of the Fire Board: The Board shall act through a majority of a quorum, by action taken at public meetings. The Board has the ULTIMATE RESPONSIBILITY TO ADMINISTER THE DISTRICT. The Fire Board's responsibilities are set forth, in part, in A.R.S. §48-805.

    a. The Board shall be responsible for setting the District's budget and setting the District's policy.

    b. The Board may delegate authority to the Fire Chief to perform certain duties on behalf of the District.

    c. The Board shall not engage in District operations and defers these duties to the Fire Chief to carry out in furtherance of the District's policies and standard operating guidelines.

       Note:

       i. This provision is not to be interpreted that Board Members cannot talk to employees and employees cannot talk to Board Members, nor does it mean Board Members cannot visit District facilities including fire stations or participate in any scheduled ride-alongs. Board Members are encouraged to be exposed to the workings of the District to educate themselves to better represent both the District and the community they represent in their decisions and actions as a Board Member. Board Members shall conduct themselves professionally and shall not interfere with duties of SFMD personnel.

       ii. Consistent with section (d)(iv) below, in the event a Board Member obtains, from any source, information that may impact the District (in either a positive or negative manner), the Board Member shall report the information to the Fire Chief and where appropriate report the information to the Board pursuant to an appropriately noticed agenda item.

    d. Board Members shall respect the District's Chain of Command.

       i. Board Members shall become familiar with the Districts Meet & Confer document and Administrative Policies.

       ii. Board Members should defer all operations issues to the Fire Chief.

       iii. Any Board Member approached by an employee regarding a personal or personnel matter involving the District shall refer the employee to the employee's direct supervisor, or other officer as may be set forth in Administrative Policy.

iv. Each Board Member shall communicate, during a public meeting, (pursuant to an appropriately noticed agenda item), all substantive or significant information relevant to the District (whether positive or negative) that the Board Member obtained from sources apart from the board meetings or through correspondence addressed to all Board Members.

e. In addition to notifying the Board of District events during the Chief's Report at regular meetings of the Board, The Board shall instruct the Fire Chief to promptly notify the Board regarding certain types of events/incidents as they develop. In most situations, the Fire Chief may notify the Board by email and where possible within 24 to 48 hours with more serious events or incidents requiring more immediate notification. From time to time, the board shall instruct the Fire Chief as to the manner of notification and the timing of notification. Examples include:

   i. For incidents that involve the arrest, termination, suspension, or demotion of an employee;
   ii. When an employee is separated from employment for any reason;
   iii. In the event of an employee's (on or off duty) death or an employee's immediate family death;
   iv. In the event an employee is permanently promoted the Fire Chief shall notify the Board before making any formal announcement;
   v. Whenever our on-duty employees or apparatus leave the District for mutual-aid or wildland fire dispatches or any other reason other than auto-aid response or patient transport;
   vi. Whenever any SFMD apparatus or vehicles are involved in an accident or placed out of service for period of time other than regular maintenance;
   vii. Whenever there is an incident whether inside or outside the District that the SFMD is involved in, that the public could view as major, such as structure fire, incidents that close major traffic arteries, or incidents that displace people from their home or place of work;
   viii. Whenever a statement is issued to the media or an interview is conducted with the media by the PIO or any member of the District.

11. Role of Individual Board Members: Board members individually have no authority to act on behalf of the District and individual Board members have no more power or authority than any other resident of the District. Board members shall use their best efforts to be sure they make decisions based on the best information available and shall use their best efforts to be sure each of the Board members has the same information available upon which decisions in the best interest of the District are made.

12. Disclosure: Within a reasonable time following election or appointment, each Board Member shall disclose any conflicts of interest or potential conflicts of interest that each Board Member has or may have regarding the District. The Board shall regularly update its Disclosure Statements each December. In addition, any Board Member is required to disclose any conflict or potential conflict which may arise during the term of any Board Member.

ARTICLE III: OFFICERS

1. Officers: The Board shall be administered by a Chairperson and a Clerk.

2. Qualifications: All officers must be members of the Board.

3. Election: All officers must be nominated by at least one Board Member and must be elected by a majority vote of the Board.

4. Term: All officers shall serve for a term of two (2) years. Officers may be reelected at the end of any term. The term of office shall be calculated from the date of the first meeting held in December of each year.

5. The Chairperson: The Chairperson is primarily responsible for ensuring that the business of the public meetings is transacted in a proper order and is reasonably expedited. The Chairperson must ensure that all members observe appropriate procedure and that order and decorum are observed at the meetings.

6. The Clerk: The Clerk is the official custodian of all the records of the District. The Clerk, in the event of the Chairperson's absence or inability to act, shall have all the authority of the Chairperson. The Clerk shall also serve as the local Pension Board Chairperson. *(SFMD Administrative Rule Public Safety Personnel Retirement System Local Board, page 4, item 9).*

7. Removal of Officers: An officer may be removed for documented valid and just cause in the following manner: at least two (2) members must propose the removal of any one officer. In order for an officer to be successfully removed from office, at least three (3) members of the Board must vote for such removal.

8. Death or Resignation of Officers: An officer may resign at any time by giving the Board written notice of his or her resignation. Upon the death of an officer, the office shall be deemed to be vacant as of the date of death.

9. Vacancies: In the event that an office of the Board becomes vacant, the Board shall elect a replacement at the next meeting after the occurrence of the vacancy to fill the vacant position or as soon thereafter as practical under the circumstances. The newly elected officer shall then serve until the expiration of the term of the officer whom he or she replaced.

ARTICLE IV: BOARD COMMITTEES

1. Formation: Any member of the Board who is present at a meeting may propose the establishment of a committee. A motion to establish a committee must be approved by a majority vote of the Board. A committee may be appointed for one of the following purposes or any other purpose deemed reasonable by the Board:

a. To consider and recommend suitable action on a resolution, action or other matter referred to it;

b. To investigate a certain issue and report facts with its opinions thereon;

c. To execute an order of the District; or

d. To represent or act for the District in a certain matter.

2. Term: The committee may serve for a reasonable term, as designated by the Board, and, should the committee fail to make its recommendations or file its report within the designated term, the Board may extend such term or discharge the committee, as it sees fit.

3. Membership Qualifications: Any individual residing within or out of the District may be appointed as a committee member. Nominations for membership to the committee may be made by the Board or made by appointment from the Chairperson. In the event that nomination is made from the Board, then the member may only qualify if they receive a majority vote of those Board Members present at the meeting. No more than two (2) members of the Board may be appointed as committee members.

4. Authority of the Committee: A committee is authorized to perform only such acts as are within the reasonable scope of the objective of the committee. Expenses incurred by the committee must receive prior approval of the Board and must be reasonable in scope.

5. Records of Committee Action: The committee is required to keep minutes of its meetings and abide by applicable Open Meeting Laws.

6. Reports to the Board: The committee shall present its written report or recommendations to the Board at a public meeting designated by the Board.

7. Discharge: The committee is discharged at the time of making its report or recommendations to the Board, unless:

   a. The committee is requested by the Board to review the report or recommendations and make modifications;

   b. The decision of the Board is to discharge the committee prior to the making of the report; or

   c. The committee is a standing committee.

8. Structure: The Chairperson of the Board will appoint a Chairperson of the committee. The Chairperson is the member who reports to the Board. The committee may also select a Secretary.

9. Committees Formed by Fire Chief: From time to time, the Board may direct the Fire Chief to form a committee to study any issue and report to the Board. Any such committee may be formed and shall conduct its business under the direction of the Fire Chief or his designee and shall not be governed by these By-Laws.

ARTICLE V: MEETINGS

1. Meetings: The Board will follow the Open Meeting Law per A.R.S. §38-431 and all public meeting requirements under Arizona law.

2. Notice: Notice will be given per A.R.S. §38-431.02(A)(3)(a) and shall include an agenda of the matters to be discussed or decided at the meetings.

3. Quorum: Three (3) Members of the Board shall constitute a quorum. Board members must be present in person or in the manner authorized in Article V, Section 13c during the meeting. Should the Board membership present at the meeting fall below the required number for a quorum, then the meeting may be reconvened at a designated later time or date when a quorum is present.

4. Agenda: The agenda must be available at 24 hours in advance of the meeting, unless (a.) an actual emergency exists, or (b.) a meeting has been recessed and resumed as provided in Article V Section 9. Except for an emergency situation, only matters listed on the agenda and other matters related thereto may be discussed, considered or decided at the meeting.

5. Regular Meetings: Regular public meetings shall be held monthly, on such a day and such time as the Board may from time to time determine.

6. Special Meetings:
   a. The Chairperson may call a special meeting at any time, by giving the notice required by law and providing an agenda for the special meeting, as required by Arizona Revised Statutes.
   b. At the written request of two (2) Board Members, the Chairperson shall call a Special Meeting by giving the notice required by law and providing an agenda for the Special Meeting as required by Arizona Revised Statutes. In the event the Chairperson fails to call a Special Meeting, at the written request of two (2) Board Members, the Clerk shall call the Special Meeting.

7. Ratification of a Prior Act: The notice requirement for ratification of a prior act taken in violation of Arizona law is 72 hours. Ratification must take place within 30 days after the discovery of the violation or after such discovery should have been made by the exercise of reasonable diligence. The procedure for ratification is prescribed in A.R.S §38-431.05(B).

8. Emergency Meetings: In the case of an actual emergency, less than 24 hours notice of a meeting may be given and the notice that is actually given shall be appropriate to the circumstances generating the emergency; however, there are three (3) requirements which must be met which are as follows:
   a. An announcement must be made at the meeting of the reasons necessitating the emergency meeting;
   b. A statement must be made in the minutes of the meeting setting forth the reasons for the emergency meeting; and
   c. Within 24 hours after the meeting, a public notice must be posted declaring that an emergency session has been held and setting forth the information required under Article V, Section 2.

9. Meeting Recessed: Less than 24 hours notice may be given when a properly noticed meeting is recessed to a later date. Prior to the recessing, notice must be publicly given as to the time and place of the resumption of the meeting or the method by which notice shall be publicly given. This notice must also comply with the agenda requirements respecting matters to be addressed when resumed.

10. Order of Business: The order of business at a Board meeting is generally as follows; however, the order of business may be changed by the Chairperson:

    a. Call to Order and Pledge of Allegiance.

    b. Roll Call and a determination that a quorum exists.

    c. Financial Reports.

    d. Recognition and Special Awards.

    e. A call to the public, for comments about the District (subject to any time limitation).

    f. Consent agenda items, including the minutes of the previous meeting(s).

    g. Old business/New Business Items

    h. Chief's Report.

    i. Board Member Reports.*

    j. Announcements.

    k. Future Agenda Items.

    l. Adjournment.

    *Board Member reports is the time for Board Members to report any classes, training, participating in community events, or other items.

11. Minutes: The written minutes record any and all official acts of the District taken by the Board. If any conflict exists between the minutes and any other record of a meeting of the District, then the minutes, as approved by the Board, shall prevail.

12. The Approval, Ratification and Amendments to the Minutes: The Board Meeting minutes shall be approved, amended or modified at the next regular or special meeting or as soon thereafter as is reasonable. Upon review and approval of the minutes, those minutes shall be signed by the Clerk. After the minutes have been approved, amended or modified, subsequent amendments or modifications may only be made in accordance with the following requirements:

    a. An amendment of modification of grammatical, typographical, or other non-substantive error in the minutes may be proposed at any time; and

    b. A substantive amendment or modification to the minutes may be proposed, discussed, and adopted only at a regularly scheduled public meeting. A substantive amendment or modification to the minutes may only be voted if a majority of the Board Members who originally approved the minutes are present and can vote on the subsequent amendment or modification as Board Members.

13. Conduct of the Meeting: The Chairperson will preside at all regular, special or emergency meetings. In the event that the Chairperson is not present, then the Clerk will preside. In the absence of both the Chairperson and Clerk, the Board Member with the most seniority will preside. The meeting shall also be conducted pursuant to the following requirements:

    a. Voting will be done by voice vote or a show of hands in a manner sufficient to give the Chairperson notice of each member's vote. In the event that a roll call count is requested by any Board Member, then the Chairperson shall require a roll call vote.

    b. The public shall have access to all meetings except for Executive Session.

    c. The Board may arrange for participation by telephone or video conference for a Board Member otherwise unable to attend. In the event that a telephone or video conference is made available, then the following procedure must be followed:

        i. the notice or the agenda should state that one or more members of the board will participate by such method to the extent this information is available at the time of posting the agenda;

        ii. facilities must be set up in order to permit observation of telephone or video communications by those in attendance at the meeting;

        iii. there should be a clear identification of all members participating by such method; and

        iv. the minutes of the meeting should identify members participating by telephonic or video communications and should describe the procedures followed.

    d. The Consent Agenda is intended to streamline the purchase of items or services which are included in the District's budget. Any Board Member may request that an item be removed from the Consent Agenda and considered separately. If such a request is made, the Chairperson may alter the order of business to consider the separate item either before or after the remainder, if any, of the Consent Agenda.

ARTICLE VI: EXECUTIVE SESSIONS

1. Requirements: Upon, and only upon, a public majority vote of sufficient members to constitute a quorum, an Executive Session may be held only for the purposes specified by A.R.S. §38-431.03(A).

2. Procedures: Before the Board goes into Executive Session, a majority of the members constituting a quorum must vote at a public meeting to hold such an Executive Session. The vote may permit the holding of an Executive Session during or immediately following the public meeting or at some later date whether specified or to be scheduled.

3. Notice: If an Executive Session is to be held, notice shall be given to the general public stating the specific provision of law authorizing the Executive Session.

4. Agenda: The agenda for an Executive Session shall include only a general description of the matters to be considered and shall not contain information that would defeat the purpose of the Executive Session.

5. Confidentiality: The Chairperson, or other person conducting the Executive Session in the absence of the Chairperson, shall advise all persons present of the confidential nature of Executive Sessions.

6. Limitation on Conduct in Executive Session: The Board may not take an informal or preliminary vote or a final vote or make a final decision in the Executive Session; such action must be taken at a public meeting convened for that purpose. At the public meeting after the Executive Session, sufficient information must be given to the public to apprise the public of the basic subject matter of the action to be taken.

ARTICLE VII: MAINTENANCE OF RECORDS

1. Records Retention: The Board follows all Arizona Revised Statutes Annotated and Arizona State Library, Archives and Public Records Retention Schedule for all records, including minutes and agendas.

2. Minutes: The minutes must be taken of all public meetings and executive sessions, and contents follow Arizona Revised Statutes Annotated.

ARTICLE VIII: FINANCES

1. Annual Report to Pinal County: The Board shall submit an annual report to Pinal County pursuant to the requirements of the law of Arizona, as amended from time to time.

2. Annual Budget: The Board shall prepare an annual budget containing detailed estimated expenditures for each fiscal year. The budget must clearly show the salaries payable to the employees of the District, including the Fire Chief. Notice of the budget must be given as required by the law of Arizona and must be adopted by the Board pursuant to those laws. Copies of the budget must be available to members of the public upon written request. Beginning in Fiscal Year 2013-2014, a complete copy of the adopted budget shall be posted in a prominent location on the District's official website per A.R.S. §48-807(G).

3. Annual estimate: No later than August 1st of each year, the Chairperson must submit to the Board of Supervisors of Pinal County an estimate, certified by items, of the amount of money required for the equipment and maintenance of the District for the ensuing year, less the amount due from the county Fire District Assistance Tax. The annual estimate must in all other ways comply with the requirements of the laws of the State of Arizona.

4. Authorized Expenditures: The Board is authorized to make expenditures as is permitted by Arizona laws, as amended from time to time. The Board may, by resolution of a majority of the members constituting a quorum, adopt a purchasing policy which may, among other things, include specific authority for officers, appointees, or employees of the District to make expenditures and have signature authority pursuant to the purchasing policy. The purchasing policy may be amended from time to time by a majority vote of the members constituting a quorum.

ARTICLE IX: EXECUTION OF DOCUMENTS

1. General: All documents, instruments or any written material whatsoever binding upon the District, shall be executed by the Chairperson of the Board for the District, or in the Chairperson's absence,

by the Clerk, provided, however, that the Board may authorize other Board Members, officers, employees, or appointees of the District to execute documents, instruments, or other written material on behalf of the District.

2. Finance Documents: All documents, instruments, and any written material whatsoever which evidence money owed by, or money owed to, the District should be executed by a minimum of two (2) Board Members. Notwithstanding the foregoing, the Board may authorize officers, appointees, or employees to sign checks pursuant to a purchasing policy adopted under Article VIII, Section 4.

ARTICLE X: FIRE CODE

1. Adoption: The Board currently operates under the 2015 Edition of the International Fire Code, with amendments in accordance with Arizona statutes. The District must keep three (3) copies of the code, including amendments and revisions, on file for public inspection.

2. Amendments or Revisions: Amendments or revisions to the code may be adopted after a hearing. The proposed revisions and/or amendments shall be posted in three (3) public places and published in a newspaper of general circulation in the District 30 days prior to a public hearing to adopt the amendments and/or revisions.

3. Fire Protection Standards: The Board must assist the State Fire Marshal in the enforcement of fire protection standards within the District.

4. Professional Standards: The Board may adopt, amend, or revise such professional standards as it deems appropriate for administration of the District services, including but not limited to the International Fire Code and the National Fire Protection Association (NFPA) Codes and standards.

ARTICLE XI: PENSION BOARD

1. Participation in the Public Safety Personnel Retirement System (PSPRS) and Pension Fund: The Board shall have the authority to direct the District to participate in and conform to the state standards for the PSPRS. Nothing in this Article shall be construed in a manner contrary to PSPRS standards or requirements. The Local Pension Board shall be organized under, and follow procedures as set forth under A.R.S. 38, Chapter 5, Article 4: Public Safety Personnel Retirement System.

ARTICLE XII: CONSTRUCTION

1. Construction of By-Laws: These By-Laws shall at all times be construed in a manner consistent with Arizona law and any applicable statutes, regulations, ordinances, or standards.

2. Enforcement: These By-Laws may be enforced by an action with the Pinal County Superior Court upon a vote of majority of a quorum of the Board.

ARTICLE XIII: AMENDMENT

1. Interpretation: These By-Laws will be interpreted, to the fullest extent possible, in accordance with Arizona law. In the event any portion of these By-Laws is contrary to a provision of Arizona law, that portion shall be of no further force or effect; however, the remaining provisions of these By-Laws shall remain in full force and effect.

2. Amendment of By-Laws: Amendments to these By-Laws may be proposed in writing at any regular or special public meeting of the Board. Such proposed amendments shall be acted upon at the next regular public meeting of the Board or at a special public meeting called for that purpose, and shall be adopted by an affirmative vote of a majority of the Board Members present. Notice of intention to present amendment to these By-Laws for adoption shall be contained in the notice of the meeting.

……

APPROVED AND ADOPTED by the Superstition Fire & Medical District Governing Board at a public meeting on August 16, 2017.

STATE OF ARIZONA)

)ss

COUNTY OF PINAL)

This instrument was acknowledged before me this 16th day of August, 2017 by Gene Gehrt, Clerk of the Governing Board of the Superstition Fire & Medical District.

_____

Gene Gehrt, Clerk of the Board

_____

Notary Public

Governing Board Meeting – August 16, 2017
Agenda Item: 12
BOD#: 2017-08-11

Agenda Item Title:
Discussion, update, and possible approval of changing Policy 102.01, Updating and Revising Policy, SOG's, and Procedures.

Submitted By:
Board Clerk Gene Gehrt

Background/Discussion:
This item comes before the board at the request of Board Clerk, Gene Gehrt as a continuation of a discussion from the July 19, 2017 board meeting (BOD #2017-07-16).

It was agreed by the board that they would approve all policies in Volume I of the SFMD polices and guidelines. The first step in the process is to update policy 102.01, Updating and Revising Policy, SOG's, and Procedures. The following steps have been updated/added to include the board in the approval process:

6. Following the necessary revisions, SLT will accept and approve the final draft subject and submit changes to be included on the next Governing Board Agenda.
7. The SFMD Governing Board will vote for final approval of each policy and the volume(s) will be immediately updated with inclusion of a signature by the Clerk or Chairman of the board. Administrative Services will then make the appropriate notification to all employees after the policy/SOG has been published on the website. **EXCEPTION: The SFMD Board of Directors will approve all drafts intended for inclusion in Volume X, from the beginning of the process.**

At the pleasure of the board, the policies that have been updated in the past three (3) years will be brought to the board for approval according to the updated policy 102.01.

Financial Impact:
N/A

Enclosure(s):
Updated Policy 102.01, Updating and Revising Policy, SOG's, and Procedures

Recommended Motion:
"Motion to approve policy 102.01, Updating and Revising Policy, SOG's, and Procedures and to bring policies forward to the board for approval according to the new process."

Administrative Policy	Series: 102	Volume I: Administrative Policy	
	102.01: Updating and Revising Policy, SOG's, and Procedures		
	Effective Date: March 2014	Revision Date: August 2017	
	Approved by: Administrative Services		

Policy

Policies and procedures may be reviewed, revised and updated for several reasons. Some revisions for example, will occur by virtue of growth and development as internal processes and procedures naturally change over time. Other reviews will be conducted as a means of review and audit for older policies to ensure they continue to accurately reflect the most current practices.

No policy/SOG should exceed five (5) years without a formal review and update. In other cases, any employee or section manager can request a policy be reviewed. When necessary, the following progression is intended to outline a systematic method by which policies, procedures, and operational guidelines are reviewed and revised.

Process

1. Fire Chief will delegate policy, procedure or SOG to the respective program or section manager for review, research and/or update.
2. Program/Section Manager reviews and provides recommendations to the document. A draft copy is then sent to the Playbook Committee.
3. Playbook Committee proofs, formats, reviews and researches the proposed draft. The committee will also ensure accessory documents are properly hyperlinked. The draft is then sent back to the Program/Section Manager for review.
4. Following Program/Section Manager approval, Administrative Services will email the draft document with proposed changes to all employee's SFMD email for internal review and comment, for a period of at least two (2) weeks (14 days). Comments will be directed to the respective Program/Section Manager, HR and Playbook Committee Chair.
5. Following the 14-day review period, the Senior Leadership Team (SLT), giving consideration to any comments received, will determine a disposition of the draft. Dispositions may include "approval and adoption" or "pending" further review by SLT, Labor or the Playbook Committee.
6. Following the necessary revisions, SLT will accept and approve the final draft subject and submit changes to be included on the next Governing Board Agenda.
7. The SFMD Governing Board will vote for final approval of each policy and the volume(s) will be immediately updated with inclusion of a signature by the Clerk or Chairman of the board. Administrative Services will then make

the appropriate notification to all employees after the policy/SOG has been published on the website. **EXCEPTION: The SFMD Board of Directors will approve all drafts intended for inclusion in Volume X, from the beginning of the process.**

Volume Information

Volume	Section	Section Manager
I	**Administrative Policies**	**Administrative Services**
II	**Emergency Operations**	**Emergency Services**
III	**Transportation & Medical Services**	**Emergency Services**
IV	**Fire & Medical Training**	**Emergency Services**
V	**Special Operations**	**Emergency Services**
VI	**Fire Prevention**	**Community & Financial Services**
VII	**Public Education**	**Community & Financial Services**
VIII	**Fleet Services**	**Emergency Services**
IX	**Finance**	**Community & Financial Services**
X	**Board of Directors**	**Board of Directors**

Board Approval:

_____ _____

Gene Gehrt, Board Clerk Date

BOD #:_____

Governing Board Meeting – August 16, 2017
Agenda Item: 13
BOD#: 2017-08-12

Agenda Item Title:
Discussion, presentation, and possible approval of the implementation of a Self-Inspection Program.

Submitted By:
Interim Fire Chief Mike Farber
Acting Assistant Chief Richard Mooney

Background/Discussion:
This item comes before the board for approval to allow B-Occupancy businesses to conduct their own self-inspection, which will include a minimum administrative cost of $20 per year. Neighboring cities and towns charge between $15-$50 dollars for similar business self-inspections programs.

Class B-business occupancies are have a lower fire risk than other high risk occupancies. The city and county determine what the occupancy type will be for businesses. Examples of Class B-Occupancies include the following: doctor's offices, banks, insurance agencies, police agencies, and fire stations. The district has approximately a total of 1,050 businesses within our boundaries. Of those businesses, 375 of them fall into the self-inspection program.

The $20 suggested fee will help cover administration costs, which includes, but is not limited to – the cost of postage, data input, and record keeping. Business owners will have the ability to pay the nominal fee via mail or credit card on our website.

In order to provide detailed instructions on the new program, an instructional video specifying the Business Self Inspection Program will be available on our website.

Financial Impact:
Approximate revenue generated from the self-inspection program would be $7500/year / 100-10-42500-50

Enclosure(s):
Self-Inspection Video YouTube Link https://youtu.be/vjo9nFg2Alc

Self-Inspection Business Letter

Self-Inspection Checklist

Self-Inspection FAQ's

Recommended Motion:
"Motion to approve the SFMD Self Inspection Program, including the $20 for businesses to participate."

Go to Item 14

Go to Agenda

Superstition Fire & Medical District

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Date , 2017

Dear Business Owner/Manager:

In order to serve our community more efficiently, the Superstition Fire & Medical District (SFMD) has restructured our Fire and Life Safety Business Inspection Program and Fee Schedules.

Beginning (Date) , 2017, the SFMD will implement a Self-Inspection Program for businesses that have been identified as a Low Hazard Safety Risk. Your business falls into this category. The District will lessen its frequency of on-site inspections, relying instead on your owner/manager to conduct annual inspections with the cooperation of the Superstition Fire & Medical District's Prevention Bureau. In addition, a Self-Inspection fee schedule has been established, and a $20 annual fee will also take effect.

Enclosed with this letter you will find your Annual Self-Inspection Report. Please complete the report in its entirety, and return it with your payment within 30 days. For more information, including an instructional video, you may visit us online at sfmd.az.gov/fire-prevention. You may also complete the necessary forms and process a payment while visiting our website.

If you need any assistance completing the inspection report or would like to request an on-site visit from our personnel, please contact the Superstition Fire & Medical District Prevention Bureau at (480) 982-1299, Ext. 104.

We appreciate the contribution you and your business make to our community and are looking forward to partner with you on the Self-Inspection Program. This program will allow the SFMD to concentrate more on businesses with a higher risk of fire and life safety in our community. Together we are adding value to our community through risk reduction.

Be Safe –
Superstition Fire & Medical Fire Prevention Bureau

SUPERSTITION FIRE & MEDICAL DISTRICT
ANNUAL SELF-INSPECTION REPORT

Name of Business	Address
Email Address	Mailing Address (if different)
Name of Business Owner or Manager	Business Phone #
Business Owner/Manager Email	Name and Phone # of Person to Contact In Case of Emergency (After Hours)
Name of Property Owner	
Property Owner Mailing Address	

Please review the following self-inspection statements and complete the report by indicating a yes or no check in the appropriate box. A no response would indicate criteria that needs to be corrected. Once items have been corrected, please sign, date, and return this report, along with your payment of $20.00 to Superstition Fire & Medical District, 565 N. Idaho Road, Apache Junction, Az. 85119. Thank you.

Please check the appropriate box:	Yes	No	N/A
1. Is the address posted on the building and visible from the street? This includes suite letters and numbers.	❑	❑	❑
2. Have all weeds, grass, wood, rubbish or any other combustible waste been removed from the structure or premises?	❑	❑	❑
3. Have you provided an emergency key for placement into the Knox Box for fire district access? If present.	❑	❑	❑
4. Are walls and ceilings intact without holes and missing ceiling tiles?	❑	❑	❑
5. Are all exits free of obstructions and a clear path to exits provided?	❑	❑	❑
6. Exit doors must have a sign indicating *Door to Remain Open During Business Hours*.	❑	❑	❑
7. If illuminated exit signs are installed, are they in working condition? Push the test button to confirm.	❑	❑	❑
8. If emergency lighting is present, do they work correctly? Push test button to confirm.	❑	❑	❑
9. Is a portable fire extinguisher provided with a minimum classification of 2-A:10-B:C, and mounted in a visible and accessible area?	❑	❑	❑
10. Are fire extinguishers serviced annually by a certified extinguisher company?	❑	❑	❑
11. Are all electrical cords in good shape, with no splices, cuts, or crushed areas?	❑	❑	❑
12. Are extension cords being used as permanent wiring? Extension cords are for temporary use only.	❑	❑	❑
13. Discontinue use of multi plug adapters. Utilize power strips with a surge protector in areas where multiple appliances are needed.	❑	❑	❑
14. Are all light switches and power outlets protected with approved covers?	❑	❑	❑
15. Are all circuit breakers labeled correctly?	❑	❑	❑
16. Is there a minimum of 30” width and 36” depth clearance in front of electrical panels?	❑	❑	❑
17 Is there a minimum of 20” clearance between the ceiling and storage?	❑	❑	❑
18. Is there a minimum of 30” clearance between combustible materials and heat producing appliances?	❑	❑	❑

Note:	
Signature:	Printed Name
Date:	

SFMD Self-Inspection FAQ's

1. Where should I locate my suite number or letters?
   Your suite identification should be posted at the top, or above your door on the exterior.

2. Why must weeds, grass, wood, rubbish and combustible material be removed from premises?
   These items can easily be ignited, possibly creating a fire hazard to your property.

3. Why can I not have any open spaces in my walls and ceiling?
   Intact walls and ceilings provide protection from the immediate spread of fire, any open spaces compromise this protection.

4. Why must I have a clear pathway to exits?
   A clear pathway allows people to reach exits safely and quickly in case there is an emergency to exit.

5. What is a Knox Box?
   A Knox Box is a secure box that is mounted to your building for emergency fire department access, it is recommended that your business or suite secure a key inside.

6. Why must I have a "Door to Remain Open during Business Hours" above my door?
   This signage is intended as a reminder to employees that doors need to remain unlocked during business hours so as to not delay or prohibit exiting.

7. How do I tell if my exit signs are in working condition?
   If you have illuminated exit signs they should be lit (usually a red or green light), if they are not lit, it is usually a sign of bad lights. The exit sign must also remain lit if the power goes out, in order to insure this, there should be a test button on either side or bottom of the light, simply push this in, and the lights should stay on, if they do not it is usually indicative of a bad battery.

8. How can I tell if my emergency lighting is working?
   Your emergency lighting does not illuminate in normal conditions, they only illuminate when the power is interrupted. The testing procedure is similar to your exit signs, a test button is located on the light, these can be anywhere depending on model. Push this button in and the light should illuminate. If it does not illuminate, this is usually a sign of a bad battery.

9. Why must I have a portable extinguisher?
   An extinguisher gives you the ability to keep a fire at bay while you are exiting. Call 911 for any fire, including any that you may extinguish.

10. Why must my extinguisher be mounted and visible?
    Your extinguisher must be visible so anyone can see it and utilize it if needed.

11. How can I tell if my fire extinguisher has been serviced?

In order to verify service, there is a tag or sticker on the extinguisher, either style should have a hole punch on the year and the month, this refers to the date that it was serviced, it is good for one year after that date.

12. Why must my electrical cords be in good shape?
    Electrical cords must be in good condition in order to prevent overheating, or exposure to bare wiring creating a shock or fire hazard.

13. Why can I not use extension cords as permanent wiring?
    Extension cords are meant to be used as a temporary means of power. Extension cords are not designed to be used as permanent wiring as they do not have any overheating protection designed into them.

14. Why must multiple appliances be plugged into a power strip?
    Multiple appliances plugged into one multi-plug adapter can overload or overheat a single outlet, creating a possible fire hazard, certified power strips are equipped with circuit breakers and can allow the power strip to disrupt power if this occurs.

15. Why must all switches and outlet covers have approved covers?
    Approved covers must be in place so there is no possibility of open energized wires being touched.

16. Why must all circuit breakers be labeled?
    This prevents all the power being shut off if only one circuit needs to be shut off.

17. Why must I have a clearance around my electrical panels?
    This clearance allows fast and unobstructed access to panel in case power must be shut off.

18. Why must I have a minimum distance between any storage and the ceiling?
    This distance is important to minimize any direct fire contact to the ceiling, and if sprinklers are present the storage does not interfere with the flow pattern.

19. Why must I have a distance between combustible materials and heat producing appliances?
    The clearance is necessary in order to limit any potential of heat coming into contact with combustible items.

Governing Board Meeting – August 16, 2017
Agenda Item: 14
BOD#: 2017-08-13

Agenda Item Title:
Discussion and update regarding the completion of the Community Medicine Grant.

Submitted By:
Interim Fire Chief Mike Farber
Acting Assistant Chief Richard Ochs

Background/Discussion:
This item comes before the board for discussion and update on the Community Medicine Grant that began on November 14, 2014 and will end on August 31, 2017. A more in depth statistical analysis will be brought to the board at the September meeting.

Some of the benefits of the grant included:

- The ability to manage low acuity medical calls at a patient's home. This helped avoid unnecessary transports to an area hospital with long wait times.
- An educational component for the patient while in their home was also a key component. This included the review of their medical history and medications. This component helped determine if a follow-up with their primary care physician or other social service was necessary. The primary goal was to assure patients were connected to the appropriate entity of the health care system, and avoid the use of 911 when possible.
- While in a citizens, home safety checks were completed to help prevent future injuries from falls or trip hazards, and a check of their smoke alarm system was also completed.

Financial Impact:
N/A

Enclosure(s):
N/A

Recommended Motion:
N/A

Go to Item 15

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Governing Board Meeting – August 16, 2017
Agenda Item: 15
BOD#: 2017-08-14

Agenda Item Title:
Discussion of the district's Public Safety Personnel Retirement System (PSPRS) contribution costs related to the new Tier 3 members (firefighters hired on or after July 1, 2017).

Submitted By:
Interim Fire Chief Mike Farber

Background/Discussion:
Senate Bill 1428, passed by the legislature in 2016, established a new Tier 3 member class for firefighters hired on or after July 1, 2017, who will receive a significantly different retirement plan than Tier 1 and Tier 2 firefighters.

Tier 3 members have 90 days from date of hire to make an irrevocable choice that remains in effect for their entire career. The must choose between a Defined Benefit (DB) or "pension" plan and a Defined Contribution (DC) or "401a" plan. If a member does not make a decision by the 90th day, the member will automatically be enrolled in the DB plan.

DEFINED BENEFIT PLAN
In a DB plan, contributions from members and employers are paid into the plan, and if the member works enough years (15 years are required for Tier 3 employees), they receive a monthly pension for the rest of their life based on their years of service, average salary, and a multiplier once they turn 55 years old. Members who work less than 15 years receive a refund of their contributions plus interest. Tier 3 DB plan members would also qualify for the same disability and survivor benefits provided to Tier 1 and Tier 2 members.

THE DB/DC "HYBRID" PLAN
Tier 3 members who choose the Defined Benefit plan but who do not pay into Social Security will also automatically pay an additional 3% of their salary into a new supplemental DC plan, which will be matched by the employer. When those members retire they will receive a pension from the DB plan and will also be able to receive (or rollover) the assets that have accumulated in their Defined Contribution plan account in a lump sum. Although these members are DB plan members, they also participate in the DC plan. This combination of DB and DC is considered a "hybrid" plan.

THE DEFINED CONTRIBUTION PLAN
In a Defined Contribution plan, members contribute during their working years and those contributions, typically matched by employer contributions, are accumulated in a separate account and invested by the member. At retirement the member is eligible to receive (or rollover) the assets that have accumulated in their account.

Tier 3 members who choose the DC plan will contribute 9% of their salary into the plan. Employers contribute a matching 9%. An additional contribution will be paid into the DC disability fund to provide DC plan members with disability benefits if they are ever needed.

Tier 3 members who quit before working 10 years will be able to receive their contributions plus investment earnings, but would only receive a portion of the employer contributions, based on the number of years worked. Employer contributions for DC members vest at 10% per year of service, and fully vest after 10 years of service. After working 10 years, members will be able to receive their contributions plus all of the employer contributions plus investment earnings on both.

For SFMD employees and the District, the contribution rates on gross wages for Tier 3 employees are listed below:

	Employer	Employee
Defined Benefit		
Base Contribution	9.94%	9.94%
Disability Insurance	0%	0%
District "legacy" costs	10.72%	N/A
	20.66%	9.94%
Hybrid DC plan	3.00%	3.00%
	23.66%	12.94%
Defined Contribution		
Base Contribution	9.00%	9.00%
Disability Insurance	1.17%	1.17%
District "legacy" costs	10.72%	N/A
	20.89%	10.17%

Financial Impact:
N/A

Enclosure(s):
N/A

Recommended Motion:
N/A

Governing Board Meeting – August 16, 2017
Agenda Item: 16
BOD#: 2017-08-15

Agenda Item Title:
Discussion and possible direction regarding the fire chief hiring process.

Submitted By:
Chairman Jeff Cross

Background/Discussion:
This item was placed on the agenda at the request of Chairman Cross from a discussion on the July 12th board work session.

Financial Impact:
TBD

Enclosure(s):
TBD

Recommended Motion:
TBD

Governing Board Meeting – August 16, 2017
Agenda Item: 17
BOD#: 2017-08-16

Agenda Item Title:
Discussion and possible direction regarding the previously approved Mechanic's position.

Submitted By:
Interim Fire Chief Mike Farber

Background/Discussion:
This item was added to the board agenda on August 15, 2017 at 1725 at the request of Interim Fire Chief Mike Farber.

Financial Impact:
TBD

Enclosure(s):
N/A

Recommended Motion:
TBD

Go to Item 18

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Governing Board Meeting – August 16, 2017
Agenda Item: 18
BOD#: 2017-08-17

Agenda Item Title:
Future agenda items brought forth by the board.

Submitted By:
Board Clerk Gene Gehrt

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

Financial Impact:
N/A

Enclosure(s):
N/A

Recommended Motion:
N/A

Go to Item 19

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Governing Board Meeting – August 16, 2017
Agenda Item: 19
BOD#: 2017-08-18

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.

Governing Board Meeting – August 16, 2017
Agenda Item: 20
BOD#: 2017-08-n/a

Agenda Item Title:
Announcements

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

Governing Board Meeting – August 16, 2017
Agenda Item: 21
BOD#: 2017-08-19

Agenda Item Title:
Adjournment

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

Appendix A

A. Work Session Meeting Minutes from July 12, 2017

Submitted By:
Board Clerk Gene Gehrt
Board Secretary Jasmin Jones

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

Financial Impact/Budget Line Item:
N/A

Enclosure(s):
July 12, 2017 Work Session Meeting Minutes

Superstition Fire & Medical District

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Governing Board Work Session Meeting Minutes
July 12, 2017

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, JULY 12, 2017. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 4:00 PM.

A. Call to Order
Chairman Cross called the meeting to order at 4:00 PM.

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

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

Senior Leadership Team in attendance: Interim Fire Chief Mike Farber, Acting Assistant Chief Richard Ochs, Acting Assistant Chief Richard Mooney, and Finance Director Roger Wood.

Legal Counsel Donna Aversa (telephonically) and Executive Assistant acting as Board Secretary Jasmin Jones were also present for the work session.

Clerk Gehrt requested to move Item 4 before Item 3.

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1. Review, discussion, and possible action regarding updating the SFMD Governing Board By-Laws. (BOD #2017-07-01)

Clerk Gehrt led the Board through changes he suggested be made to SFMD Governing Board By-Laws.

Some of the key points discussed were:

- Administrative Policies being approved by the Board
- Meet and Confer Resolution being placed in the By-Laws, as well as the Labor Management Policy reflecting the same thing as the Meet and Confer. VP John Walka requested that they keep the Meet and Confer Resolution as well as the policy.
- Discussion on what the Board would like to be notified about (i.e. large events, out of District response, etc.) and how these communications should come directly from the fire chief.
- The Board directed Legal Counsel Donna Aversa to draft language for the items to be added to the By-Laws and directed staff to add the Proposed Revised By-Laws to the next Board meeting agenda
- The Board also requested staff add review and approval of Volume I SFMD Policies to the next Board meeting agenda.

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2. Discussion, direction, and possible action regarding the desired outcome of the creation of a Five Year Forecast for planning purposes. (BOD #2017-07-02) – Addendum A

Finance Director Roger Wood walked the Board through an example on how a 5-year forecast for the General (100) Fund can be utilized, he presented a scaled down version on what he could create as a planning tool. The overview of the process was presented and there was discussion regarding the desired format and areas of focus. Board comments were as follows:

Director Moeller
"I have questions about it, I still would like to see an external forecast done for five years, that way we would have a definite, we'd have what they think and then what you are building. That way we can see where we are at, if we have two things to compare from and see where we are at. I trust your numbers, but it is always good to have a second set to look at and see how close we are to those. If we are spot on then, that is great.
I think a forecast should include, are we missing something, are we looking too high at something, did we not forecast, is our forecast too high, are we missing something altogether. That will give us a playbook to go off of. Again, you numbers might be exactly what there's are, but it also might turn out that we are missing a few things an."

Chairman Cross
"I look at it as no one is going to know those numbers, better than Roger. No one is going to know the fire department or the Districts better than Roger, as far as averages and costs."

Director House
"There is a group that we met with, that that is all they do, they do forecasting for fire Districts and so, they may know things that you don't know. I would agree with Jason, that at least for one year to see, it would be an educational tool for you. If they come into something differently, different than yours then you will learn what they were looking at that you may have overlooked. You have only been with fire, what for four or five years? Some of these guys have been working on these Districts for 20 years. So, I think it's important, I want to start fresh, I want to start a new, I want to make sure we are confident. I think that getting a second opinion would be a wonderful idea, not that expensive. I am just one of five, but I think we can vote on whether we would want to go forward with that, but still that way we can double check. If your numbers and their numbers match it was well worth it. I think the public wants to know independently too, so I think that is an important agency part of this we haven't looked at part of it is the persona of the public right now is that we are a troubled agency and I want to be able to make sure we are doing a third party and make sure its independently as much as we can. We don't want to drive our costs up by anything, but show the public that we are looking at this from all angles and we are trying to take it dead serious and we need to make sure they are accurate. It is nothing against you Roger, some of these guys have been doing it much longer than you have and maybe they know things that you don't know, I don't know. But, I would be interested in at least one year and trying doing that. If it is identical then money well spent and the public will have the confidence to say that they came up with the exact same number and it must be right and the District is on the right hand."

Roger stated he has no problem with having a second set of eyes on a forecast he creates and if they do find something that would be a lesson learned.

Ms. Aversa suggest to the Board that this item can be added to the next agenda about retaining an outside agency for a financial forecast.

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4. Discussion, direction, and possible action regarding a JPA. (BOD #2017-07-04)

Chairman Cross introduced this item to the Board stating that there hasn't been anything provided to the Board regarding a JPA.

Clerk Gehrt stated that given the position that the District is currently in and the situation they have just been through, the Board owes it to their taxpayers to look into a JPA. He went on to say that this doesn't mean that he is behind a JPA at this time, however, with more investigation the Board could make an informed decision.

Clerk Gehrt suggested that the Board create a committee (per SFMD By-Laws) to conduct a feasibility study. He recommended the committee be composed of five (5) members each representing their specific area of responsibility and subject matter expertise.

Clerk Gehrt suggested Interim Fire Chief Mike Farber (admin/operations), Finance Director Roger Wood (finance), VP John Walka (labor), and two (2) Board members, to be selected by the Board, to serve on the committee. Clerk Gehrt suggested that two (2) outside resources with expertise on mergers, consolidations or JPAs could be of benefit and could be added as future committee members at the Board's discretion. He suggested putting a six (6) month deadline for the committee. He requested that part of the feasibility study should include the definitions of JPAs, mergers and consolidations, and how each would affect the SFMD.

The Board briefly spoke about the differences and pro's/con's of a Joint Purchasing Agreement, Joint Power Authority, Mergers, and Consolidations. Legal Counsel Donna Aversa stated currently the SFMD does have a Joint Purchasing Agreement informally to utilize any state bids, but the Board could possibly expand on that with a JPA.

Clerk Gehrt stated his vision for the Committee is to find out what is best for the future of the District by investigating all options. The committee should investigate mergers, consolidations, and Joint Power Authorities. He stated that senior staff positions could be eliminated with any of these options. With SFMD's current situation most of our Senior Staff is currently in acting roles. It is a perfect time because those employees could fall back to their old positions if we chose to pursue one of the options.

Clerk Gehrt explained that the individuals he suggested to serve on the committee would meet with other Districts/departments one-on-one with their counterparts (i.e. Chief with Chief, Labor with Labor, Finance with Finance and Board with Board) from the agencies they research.

Gehrt went on to say after their first committee meeting they should come back to the Board with a plan, a timeframe, and what agencies the committee plans to reach out to. He stated it is expected the committee give monthly progress reports at the regularly scheduled monthly Board meetings. He stated the study should be completed in six (6) months. With the deliverable containing a complete and thorough report including supporting documentation as to whether a consolidation, merger or a Joint Power Authority would benefit the SFMD and the Taxpayers/Community we serve. The committee is not expected to recommend who a Consolidation, Merger or Joint Power Authority would be with.

Director Strand stated if this committee is formed, he does not want to rush into anything. Six (6) months is a good timeframe for a feasibility study. Clerk Gehrt stated that it could be one (1) to two (2) years before anything could be done. Director Moeller stated that he believed JPAs, mergers, and consolidations would be an important part of a forecast.

Ms. Aversa reminded the Board a committee would be subject to open meetings laws. She also suggested the Board go into Executive Session for legal advice on agenda items three (3) and four (4) of the agenda at the bottom notes that states the Board has the authority to do so pursuant to ARS §38-431.03(A)(3) on agenda items.

Motion by Director Strand at 5.39 PM to go into executive session pursuant to ARS §38-431.03(A)(3) for legal advice regarding items 3 and 4 on the agenda. **Seconded** by Clerk Gehrt.

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

Regular Session was beck in session at 5:48 PM. Chairman Crossed reminded everyone that any items discussed in executive session including all items discussed in and up to regular session remains confidential.

4. **Item 4 Cont.**

Motion by Chairman Cross to form a committee to establish a feasibility study regarding JPAs, Mergers, and Consolidations, with the members being Jason Moeller, Todd House, Mike Farber, Roger Wood, and John Walka. **Seconded** by Director Strand.

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

Chairman Cross stated he would leave it up to the committee if they would like to add two (2) members at large as resources for the committee.

Chairman Cross appointed Director Todd House as the chairman for the committee per SFMD By-Laws.

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3. **Discussion, direction, and possible action regarding the fire chief hiring process. (BOD #2017-07-03)**

Chairman Cross stated he requested this item be added to the agenda, moving forward the Board should look at the hiring process the department has done in the past for recruiting a Fire Chief. Looking at qualifications, questions, and if the Board would go through a consultant to assist with the recruitment and hiring of a Fire Chief.

Director House suggested in the near future, the Fire Chief evaluation process and what degrees the Board feels important that a Fire Chief hold be evaluated.

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5. **Call to Public. (BOD #2017-07-n/a)**

N/A

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6. **Adjourn (BOD #2017-07-05)**

Motion by Director House at 5:58 PM to adjourn the meeting. **Seconded** by Director Strand.

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

Governing Board Approval:

_____

Gene Gehrt, Board Clerk

Jasmin Jones

Addendum A

Superstition Fire & Medical District 5-Year Forecast	Tentative Budget FY17/18		FY18/19		FY19/20		FY20/21		FY21/22		FY22/23
Beginning Cash Balance	$ 1,349,644		$ 1,243,644		#REF!		#REF!		#REF!		#REF!
Total Revenue & Other Sources	**$ 14,539,555**		**$ 14,755,070**		**#REF!**		**#REF!**		**#REF!**		**#REF!**
Expenses											
Total Wages & Benefits	**$ 11,467,370**										
Operating Expenses											
Vehicle Maintenance	$ 244,301										
Facility Maintenance	$ 230,824										
Equipment & Machinery	$ 18,700										
Operating Parts & Supplies	$ 712,325										
Professional Services	$ 412,797										
Comm Services / Dispatch	$ 125,900	2.5%	$ 129,048	2.5%	$ 132,274	2.5%	$ 135,581	2.5%	$ 138,971	2.5%	$ 142,445
Training & Supplies	$ 83,694										
Total Operating Expenses	**$ 1,828,541**										
Financial Reserve	**$ 1,243,644**										
Total Expenses & Reserve	**$ 14,539,554**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**
Balance	$ 0		#REF!		#REF!		#REF!		#REF!		#REF!
	$ 100,000										
Estimate Variance??	0.69%										

Appendix B

B. Work Session Executive Session Meeting Minutes from July 12, 2017

Submitted By:
Board Clerk Gene Gehrt
Board Secretary Jasmin Jones

Background / Discussion:
The work session executive session meeting minutes of the previous meeting(s) are confidential. 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):
N/A

Appendix C

C. Board Meeting Minutes from July 19, 2017

Submitted By:
Board Clerk Gene Gehrt
Board Secretary Jasmin Jones

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

Financial Impact/Budget Line Item:
N/A

Enclosure(s):
July 19, 2017 Board Meeting Minutes

Go to Appendix D

Go to Agenda

Superstition Fire & Medical District

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

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

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

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

Governing Board Meeting Minutes
July 19, 2017

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, JULY 19, 2017. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 PM.

A. Call to Order
Chairman Cross called the meeting to order at 5:30 PM.

B. Pledge of Allegiance
Pledge of Allegiance was led by Chairman Cross.

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

Senior Leadership Team in attendance: Interim Fire Chief Mike Farber, Acting Assistant Chief Richard Ochs, Acting Assistant Chief Richard Mooney, and Finance Director Roger Wood.

Legal Counsel Donna Aversa (telephonically) and Executive Assistant acting as Board Secretary Jasmin Jones were also present for the meeting.

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1. Review and approval of June 2017 financial reports and bank reconciliations. (BOD #2017-07-06)

Motion by Director House to approve the June 2017 financial reports and bank reconciliations. **Seconded** by Director Moeller.

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

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2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2017-07-07)

Acting Assistant Chief Ochs read the list of July Service Anniversaries, Engineer/Paramedic Mark Blackstone (33 years), Captain/Paramedic Amy Brooks (24 years), Battalion Chief/Paramedic Brett Broman (22 years), Engineer/Paramedic Andrew Colby (21 years), Firefighter/Paramedic Steve Gereg (21 years), Captain Brian Logsdon (21 years), Battalion Chief Brian White, (21 years), Captain/Paramedic Brian Wyatt (21 years), Captain/Paramedic Jeff Ehrlich (17 years), Captain Joe Garcia (17 years), Captain/Paramedic Mark Castaneda (16 years), and Firefighter/Paramedic Dan McKinney (16 years).

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3. Call to the Public. (BOD #2017-07-n/a)

Charlie Fox (address redacted)
Requested to speak on Item #16.

4. Consideration and possible approval of all consent agenda items listed below: (BOD #2017-07-08)

A. Special Board Meeting Minutes from June 17, 2017
B. Board Meeting Minutes from June 21, 2017
C. Disposition of surplus property of (1) district provided HP Elitebook Folio
D. Disposition of surplus property – computer equipment ready for disposition
E. Contract with The Preplanners, LLC

Clerk Gehrt requested to remove items c) and e) from consent.

Motion by Clerk Gehrt to approve consent agenda items a), b), and d) for July 19, 2017. **Seconded** by Director House.

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

Clerk Gehrt stated he requested this item to be pulled for transparency. Anna Butel briefed the board on the item stating the computer was provided to Chief Bourgeois in April 2016, the price reflects the original cost less 25% and $300 for Microsoft Office. Chairman Cross verified if there were enough computers in rotation, Mrs. Butel confirmed.

Motion by Director House to approve consent agenda item c) for July 19, 2017. **Seconded** by Chairman Cross.

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

Clerk Gehrt questioned item e) he stated that the contract figures are contradictory. Legal Counsel Donna Aversa agreed that clarifications needed to be made before it was approved by the board and suggested to bring it back to the board after the clarifications have been made.

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5. Public Hearing in accordance with ARS §48-805(A)(2) in order to hear taxpayer's comments on the proposed Superstition Fire & Medical District revenue and expenditure budget for Fiscal Year 2017/2018 (BOD #2017-07-09)

Chairman Cross opened the public hearing at 5:38 PM and asked for public comments, three times – no comments were made.

Chairman Cross closed the public hearing at 5:39 PM.

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6. Discussion and possible approval of the proposed FY 2017/2018 budget and adoption of Resolution 2017-04: Budget Adoption. (BOD #2017-07-10) – Addendum A

Finance Director Roger Wood brought this item forward to the board and went over the budget planning timeline:

1. December 21, 2016 – the board agreed to consider adoption of the FY 2017/2018 budget at the regularly scheduled July 2017 meeting.
2. June 21, 2017 meeting – the board approved the FY 2017/2018 Tentative Budget and directed staff to post the Tentative Budget for public comment.
3. July 19, 2017 meeting – the 20-day public comment period is complete.

Other key items discussed were:

General (100) Fund Revenue

- Balance at $14,539,555
- Beginning cash balance: $1,349,644 (+$249,644 from June estimate)
- Revenue Highlights
    - $12,860,611 Tax Revenue

    - $305,800 in Service Revenue (including $200k in State Land)
- Expense Highlights
    - Tempe Trust Medical Coverage +$42,136 in increased Benefit Dollars (up $12.00 per pay period - $390 vs $378)
    - Increased PSPRS Contribution +$582,182
    - $191,601 ELBO
    - $49,715 Separation ELBO
    - -$1,243,644 Financial Reserve (9.67% of tax revenue)
    - $25,000 added to HR budget for Fire Chief search
    - $30,000 added for Recruit Academy
    - $10,000 added to Legal budget for investigations
    - $7,500 added for PSPRS Pay Out interest

Transport (150) Fund
- Beginning Cash Balance $159,389 (+$9,389 from June estimate)
- 4,334 ALS + 624 BLS = 4,958 Total Transports
- 8.49 billable miles per transport
- $1,066.46 ALS, $923.30 BLS, $18.26 per mile
- $6,011,915 GROSS Revenue
- $2,622,801 NET Revenue (after all discounts and write-offs)
- Three full time 24x7 ambulances, one part time 12x7 ambulance
- Payer Mix = 43.71%
- Subsidy for General M&O (100) Fund
    - $281,653 allocated costs
    - $251,375 direct facilities, utilities, and operating costs
    - $533,028 total subsidy

Capital (200) Fund
- Beginning Cash Balance (Projected) $906,102
- Estimated Tax Revenue ($0.25*) $951,970
- Investment Income (Estimated) $4,000
- Planned Purchases $723,408
- Grant Matching (2nd set Turnouts) $28,358
- Ending Cash Balance $1,110,306

Special Revenue (Donations/Grant 400) Fund
- Beginning Cash Balance $69,900
- Grants
    - Fall Prevention Grant (5%) $11,961 (Supplies Only)*
    - VICC Training Grant (15%) $95,634
    - AFG 2nd Set of Turnouts (10%) $255,218
    - Donations $16,600

Bond Debt Principal (500) Fund
- Estimated Tax Revenue $492,602
- Debt Principal Expense $445,000

Bond Debt Interest (600) Fund
- Estimated Tax Revenue $344,250
- Debit Interest Expense $311,025

The board made the following comments regarding the budget.

Director House
"I'd just like to say it's been kind of a rough budget year for the district. Would be an understatement, but I'd like to thank everyone for hanging in there and helping us get through all of this, made sure we had a budget and we didn't have to lay anybody off or cut salaries. We worked our way through it. I'd just like to say my appreciation and hard work that everyone put in to work this year."

Clerk Gehrt
"I'd echo what Todd just said."

Director Moeller
"Yeah, me too."

Director Strand
"Well done Roger."

Finance Director Roger Wood thanked the board and assured them that the budget process is a group effort, he just gets to be the voice at board meetings.

Motion by Clerk Gehrt to adopt Resolution 2017-04: Budget Adoption, fully adopting the estimates of proposed revenues and expenditures by the Superstition Fire & Medical District for the fiscal year beginning July 1, 2017 and ending June 30, 2018 in the amount of $20,705,226.00 and declaring that such shall establish the budget of the Superstition Fire & Medical District for Fiscal Year 2017/2018. **Seconded** by Director Strand.

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

---

7. Discussion and possible adoption of Resolution 2017-05, directing where the Pinal County Treasurer's Office (PCT's) is to deposit revenues from the November 2017 temporary tax override election. (BOD #2017-07-11)

Finance Director Roger Wood stated that when the voters approved the 2016 temporary override initiative, it allowed the board of directors to add up to $0.25 per $100 of assessed property value for a 5-year term. He went on to explain that after discussing this information with the independent auditors and Pinal County Chief Deputy Treasurer, it was decided that it would be better for the district to have the funds go directly into the 200 fund (Capital). Pinal County can facilitate this process, with the approval from the board of directors adopting a resolution.

Motion by Director Strand to adopt Resolution 2017-05: Deposit of 2017 Tax Override Funds directing the Pinal County Treasurer's Office to deposit revenues from the tax override election directly into the district's Capital Projects Fund #6116421101. **Seconded** by Director House.

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

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8. Discussion and possible adoption of Resolution 2017-06: Authorizing the Establishment of a Line of Credit with Wells Fargo for Fiscal Year 2017/2018. (BOD #2017-07-12)

Finance Director Roger Wood brought this item to the board, stating that per ARS §11-604-01, which states that a fire district may establish a line of credit (LOC) with the county's contract servicing bank with the assistance of the county treasurer. He went on to explain that 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 and establishing the LOC requires a resolution by the board of directors. Under the ARS §11-604.01 parameters, the district could establish a maximum LOC of approximately $4.5 million.

Mr. Wood went on to explain that in recent years, the district has maintained a LOC of $2 million to provide short term financial protection for the district during times when tax revenues are insufficient to cover

expenses. As a result of the district planning to payout the PSPRS refunds on August 4, 2017, staff is recommending to increase the LOC for Fiscal Year 2017/2018 to $2.5 million to ensure sufficient short term financial cash flow. This will ensure a sufficient LOC limit far in excess of expected need, there is no cost to establishing a LOC if it is not utilized.

Mr. Wood fielded comments and questions from the board of directors, key points discussed were as follows:

Director House asked if the LOC would cause issues with the current bond, Wood stated it would not cause any issues.

Chairman Cross clarified that the main reason to increase the LOC was because of the PSPRS, which was not a planned expense. Finance Director Wood agreed with Chairman Cross' statement.

Motion by Director Moeller to approve Resolution 2017-06, authorize the establishment of a line of credit with Wells Fargo, for $2.5 million for Fiscal Year 2017/2017. **Seconded** by Director Strand.

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

---

9. Review, discussion, and possible approval of the payout of the Public Safety Personnel Retirement System (PSPRS) refund payments related to the Hall case. (BOD #2017-07-13)

Finance Director Roger Wood briefed the board on the background of this item stating, the Arizona Supreme Court ruled in the Hall vs PSPRS case that firefighters hired prior to July 1, 2011 are due a refund of the payroll deducted employee contributions in excess of 7.65% of their wages. PSPRS has contacted employers stating they are expected to fund the payouts upfront, and then be reimbursed over time by withholding the normal bi-weekly payroll related contributions until the payout amount has been recovered. In mid-June, PSPRS recommended that employers work with their local boards to decide on a method and manner of payout before the end of June 2017.

Mr. Wood went on the say that SFMD's Pension Board met on June 15, 2017 and recommended to have the governing board pay the district employees who are due a refund from PSPRS on August 4, 2017. He stated that the courts have not decided on if the district will be liable for any interest the courts decide is due to the impacted firefighters from July 1st to August 4th (35 days).

Director House clarified if this was only for current employees, Mr. Wood informed him that there are four (4) former employees that will be affected.

Motion by Director House to approve the August 4, 2017 payout of the refunds due to district employees affected by the Hall vs PSPRS case. **Seconded** by Director Strand.

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

---

10. Review, discussion, and possible action regarding options to retain the services of a consultant qualified to provide a financial forecast for the SFMD. (BOD #2017-07-14)

Legal Counsel Donna Aversa introduced this item to the board, stating this item is on the agenda following a discussion at a previous board meeting. Ms. Aversa reminded the board that Director Moeller initiated this topic regarding an outside agency complete a three (3) to five (5) year forecast. Initially the discussion was to put a second set of eyes on a forecast created by Finance Director Roger Wood. She went on to say that the board can give direction to herself and Interim Fire Chief Mike Farber on how to move forward.

Chairman Cross suggested they first discuss what the board's wishes are – having a second set of eyes on a forecast that is originally done internally or to have an outside agency finish the forecast completely. Comments from the board were as follows:

Director House

"Mr. Chairman I would just like to say that I would like to go ahead and get this forecast independent from our district because Roger has his hands full on other assignments taking care of that. I would hope that Roger look it over and maybe get some guidance to do a forecast in the future. But, I would like to have an independent firm do it. Five years is just too far, you are looking at a crystal ball with five years in my opinion. A three year plan would be more efficient and more accurate for us to look at and I would like to, you know, find out what the cost would be for us to, you know, don't want to spend a lot of money on it. But, I would like to know what the costs are and go ahead and have that done. Also, how quickly they could have that done, that is one of the other issues that I would like to see. So, to sum it up pretty quickly as to our next year forecast already looks like and what opportunities or problems we have in front of us next year or next three years. My vision is go ahead with a three year forecast and go ahead and take an independent forecast depending on the cost. That way Roger is free to do more of his responsibilities and we could always use it in the future as a guide for Roger to follow as a guide. If we felt like that could occur. But, with all of the issues going on in the district this year, I feel like it would be a very good opportunity to get an independent outside source."

Director Moeller

"I was with Chief Farber when the gentlemen called and we went over what they do. They build a pretty extensive forecast and they take into consideration all potential hidden hiccups that could surprise us. Because they have done this he said they do it for a multitude of different fire departments and he said that little things that pop up that people don't anticipate that could potentially be bad, they factor in. They built a forecast that has a built in algorithm that if we say okay we want a forecast for this then he plugs in a number and would give us a three year forecast. What they say their equipment can do is give us the option to plug in a multitude of numbers and run with it so if they say we need to add turn-outs then because they are expensive they can plug that number in. They put it in the there and it is an algorithm that takes place for two years, three years, ten, and so on. So down the road we don't have to go back to see it's working. They will already be on an algorithm and then he sad after it's done, they would have a work session with all of us. Maybe in groups of two or individually, we would go in and see what they found. To see what our projected budget would be and they take into consideration the ambulance services and our group. And he rattled off a whole bunch of things and he said they build a program and it allows for better calculations so instead of doing a one year forecast, programming it for three to five years."

Chairman Cross

"So, I guess my two cents are going to be, I might be the only one, but I look at $12 to $15 or $17.5 thousand dollars as a waste of money. We have an accountant, I trust our accountant, if I didn't he wouldn't work here. As far as some fancy technological advanced computer system to tell me how often I am going to replace turn-outs, we replace them every ten years unless they have a problem, we won't know of a problem until it happens. Fire trucks, we have a replacement schedule for, we don't know when or if they may catch fire, etc. PSPRS, I highly doubt they know more than we do, because I don't think PSPRS knew what they were going to do. Forecasting for our NAV, our property tax, it's a guesswork. What you are basically looking at a window in time that says I am taking a photo of a window in time. Next month that number is going to change. The following month the number is going to change. Because I ultimately hear budget, oh we are $27k over, our ambulance service, they will look at that and it's projected to do $250k and we are doing $279k. There are a lot of moving variables in this and for starters to pay $12 to $15 thousand when we already pay someone to do that, I think that is unacceptable. I think it's a waste of tax payer money. That's my two cents and on top of it, I would recommend if anybody is to do this, we at least have three bids and we have the names of everyone that has used the company before. I would like to contact those departments and speak with their accountant and ask them what did they learn, did anything surprise you? Were you off by $5k or $10 million dollars? Because I highly doubt any of them are that far off. You know I've looked back at the last ten budget years. Do you know how many years our actuals have been over in those ten years? You know what the difference was other than one year when there were fire trucks purchased? It was a negligible amount and that was during the recession coming out of it. Our budget from 2007 until now is roughly the same. Am I wrong?"

Clerk Gehrt agreed with Chairman Cross and stated he had done the same research.

Chairman Cross (cont.)
"So, Roger as far as I am concerned has been doing a fabulous job and I think anything above and beyond I think is a waste especially with only one bid and a $12 to $15 thousand plus in expenses."

Director Strand
"Mr. Chairman, I would like to suggest we hold off of this for a month and get three bids, with more information."

Clerk Gehrt
"First off I am not in opposition of doing this, but I think it is a worthwhile tool for us. But, looking at two pieces of paper that we were just given, I have no idea what they are delivering to us. I mean if we are going to go out and get three different bids, let's at least have them bring something to us so they can show us what a deliverable is. $17 thousand is a heck of a lot to get a piece of paper that doesn't tell us a lot."

The board briefly spoke about state statute requiring forecasting and how we are in compliance with state statute.

Director House spoke briefly regarding the previous budget years and how the senior leadership team came to the board during the budget planning process to inform them that a significant amount of funds would need to be cut. He believes that an independent forecast would be beneficial to see a minimum of three (3) years. Director House went on to say he didn't want to move money from one fund to another in future years. His feelings are that it is up to the board of directors to show financial stability to tax-payers.

Clerk Gehrt asked if the handout Chief Farber handed the board before the meeting was a proposal. He also inquired how the figure of $3500 the board was originally presented drastically changed to $17,500 in the proposal provided.

Chief Farber stated, *"We were talking to them yesterday because we didn't have any direction. I contacted James Vincent to send something a few weeks ago. For a three year forecast on the phone he said anywhere from $12,000 to $15,000 and for a five year $15,000 to $17,000. The proposal that I just got and handed out I think it is the $17,000 for five year, doesn't list anything other than a five year proposal."*

Finance Director Roger Wood was asked his perspective by Chairman Cross. Mr. Wood addressed Director House's comments regarding SLT going to the board and talking about cuts. He explained that the process of planning the budget included budget managers. They submitted their "dreams" in terms of what a perfect world would look like in their divisions. From there it was up to SLT and the board to make cuts, that is where the significant amount Director House spoke of came from. Wood went on to say that in the future, the process could be changed to a more structured budget process.

With the guidance of Ms. Aversa, the board of directors all agreed that they would like Interim Fire Chief Mike Farber and Ms. Aversa to coordinate various references and various departments on the board's behalf to see what those departments have done and also to draft a request for proposal (RFP). The next board meeting Aversa and Farber will bring back the research on other departments and possibly an RFP draft.

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11. Discussion, direction, and possible action regarding salary adjustment for Interim Fire Chief. (BOD #2017-07-15)

Clerk Gehrt stated he requested to have this item added to the board agenda, he went on to say per policy (102.48), states a 5% pay increase for acting or interim positions will be granted. Chairman Cross verified with Finance Director Roger Wood that there is room to absorb the increase in pay, Mr. Wood stated there was.

Motion by Clerk Gehrt to give Interim Fire Chief Mike Farber a 5% increase salary adjustment effective June 17, 2017 as long as he serves as Interim Chief. **Seconded** by Director Strand.

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

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12. Review, discussion, and possible action regarding updating the Governing Board By-Laws. (BOD #2017-07-16)

Clerk Gehrt requested to have this item added to the board agenda as an extension of the July 12th board work session discussion.

Director Strand stated he would like to table this item because he just received a copy before the meeting, he would like legal to view the document before it is approved by the board. Clerk Gehrt stated that legal made most of the changes. Chairman Cross verified that the document was emailed well before the meeting to the board. Board Secretary Jasmin Jones confirmed the document was emailed to the board before the meeting, in addition to providing a hard copy at the meeting.

The board agreed to table this item until the August meeting.

---

13. Discussion, presentation, and possible action regarding stopping the LA263 Pilot Program and replacing it with adding an additional unit to FS 263. (BOD #2017-07-17) – Addendum B

Interim Fire Chief Mike Farber presented this item to the board for the purpose of exploring the possibility of terminating the 263 Low Acuity (LA) Pilot Program and replacing the program with a 2nd unit stationed at Fire Station 263. Chief Farber stated this could reduce firefighter fatigue, assist response times, possibly increase survivability, and reduce fire loss. He presented a PowerPoint to the board (Addendum B).

Chief Farber fielded questions and comments from the board. Key items discussed were as follows:

- Director House clarified that Labor was involved with the proposal, Labor VP John Walka stated they had been involved and they are satisfied with this program. He went on to say that Labor has been working closely with SLT.
- Director Strand asked if this would completely eliminate the LA program, Chief Farber concurred.
- Director House inquired if this change would assist with the ISO rating. Chief Farber stated that having a second unit readily available may assist with the ISO rating.
- Clerk Gehrt questioned if the district has the apparatus to make this pilot program successful. Chief Farber stated the district does have the units available.
- Chairman Cross verified that LA 263 was only up 10 days the previous month. Chief Farber verified that was correct.

Chairman Cross requested Interim Fire Chief Mike Farber to bring back additional information before any decisions could be made – monthly statistics on light duty, statistical analysis of sick leave for the last five (5) years, analysis on how the 48/96 schedule correlates with sick/vacation leave, total cost including PSPRS update with overtime, wear and tear on vehicles, gas for vehicles, benefits, and included in the three year forecasting previous talked about – the complete costs.

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14. Discussion, direction, and possible action to set a special meeting for a board session to review the SFMD Administrative Policies. (BOD #2017-07-18)

Clerk Gehrt stated he requested this item be added to the agenda. The board briefly spoke about SFMD Volume I and how the board should approve all of the policies in the volume.

Clerk Gehrt will work with Ms. Jones to bring this item to the next meeting to update the policy process.

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15. Update, discussion, and possible direction regarding PSPRS. (BOD #2017-07-19)

Finance Director Roger Wood briefed the board on an email that was sent out by PSPRS. He stated that they have not made a decision on what the direction will be regarding a set time to payout. When more information is available he will bring it forward to the board.

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16. Update and possible direction for New Business Items from the members of the board. (BOD #2017-07-20)

Chairman Cross reminded the board that there is a Call to the Public regarding this item. Mr. Charlie Fox requested to speak after hearing what this item was.

Chairman Cross stated this is placeholder for the board as a reminder if they would like anything added to future board agendas, it is not for discussion.

Call to Public
Charlie Fox (address redacted)
"Ok, so this is not putting new business an agenda to be discussed, which you can't do. That's all."

Director House stated he had an item that may be added in a few months to an agenda. He is currently working with the county and the city regarding paving Mountain View Road and more information will follow.

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17. Reports (BOD #2017-07-21) – Addendum C

Operations

- Structure Fire – July 18th
- Recent Promotions
  - Battalion Chief Brian White
  - Captain Tanner Fox
  - Engineer Bryan Heun
- Tanner Fox returning to shift work on July 28th
- New Division Heads
  - Technical Rescue Team – Battalion Chief Jeff Cranmer
  - Wildland Team – Battalion Chief Brian White
- Paramedic Students – half-way through program
- Development of 2017/2018 Training Schedule
- June 2017 Incident Reports
- Transportation Reports/Revenue
- Medicaid Update

Community Service Events

- July 19th Salvation Army Day Camp Fire Station Tour with 263
- July 26th Phoenix Children's Hospital Drowning Impact Awareness Month
- August 1st City Council Meeting – Tina will accept the Mayor's Proclamation

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18. Announcements (BOD #2017-07-n/a)

Chairman Cross announced that he ran into a citizen at Taco Bell that wanted to thank Billy Warren and Mike Farber for assisting them with an ambulance billing issue.

---

19. Adjourn (BOD #2017-07-22)

Motion by Director Strand at 7:30 PM to adjourn the meeting. **Seconded** by Clerk Gehrt.

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

Governing Board Approval:

_____

Gene Gehrt, Board Clerk

Jasmin Jones

Addendum A

Item 6
BOD #2017-07-10

Discussion and possible approval of the proposed FY 2017/2018 budget and adoption of Resolution 2017-04: Budget Adoption.

FY 2017 / 2018 Final Budget

Superstition Fire & Medical District Budget - FY 2017 / 2018

Budget Income Summary

Revenue Summary by Fund Account (includes beginning cash balance)

FUND	2016 / 2017 Actual	2016 / 2017 Approved Budget	2017 / 2018 Approved Budget	2018 / 2019 Budget Forecast
General Operating (M&O)	$ 14,310,862.40	$ 14,623,391.89	$ 14,539,554.57	$ 14,681,063.57
Transport Services	$ 2,561,208.35	$ 2,542,025.58	$ 2,863,454.36	$ 2,859,720.00
Capital Projects	$ 1,423,496.90	$ 1,415,436.18	$ 1,833,714.39	$ 2,089,076.39
Special Revenue	$ 136,703.09	$ 237,744.51	$ 478,171.20	$ 454,600.00
Community Medicine Grant	$ 247,900.09	$ 403,341.00	$ -	$ -
Debt Retirement Principal	$ 534,417.78	$ 531,141.14	$ 583,616.87	$ 642,770.87
Debt Retirement Interest	$ 372,691.82	$ 374,880.42	$ 406,714.61	$ 447,724.61
	$19,587,080.43	$20,127,960.72	$20,705,226.00	$21,174,955.44

FY 2017 / 2018 Final Budget

General (100) Fund Revenue

Balanced at $14,539,555

Beginning cash balance: $1,349,644 (+$249,644 from June estimate)

Revenue Highlights:

- $12,860,611 Tax Revenue
- $305,800 in Service Revenue (including $200K in State Land)
- No advertising or treat & refer revenue budgeted

FY 2017 / 2018 Final Budget

General (100) Fund Expense

Balanced at $14,539,555

Expense Highlights:

- Tempe Trust Medical Coverage +$42,136 in increased Benefit Dollars
  - Up $12.00 per pay period ($390 vs. $378)
- Increased PSPRS Contribution +$582,182
- $ 191,601 ELBO
- $ 49,715 Separation ELBO
- $1,243,644 Financial Reserve (9.67% of tax revenue)
- $ 25,000 added to HR budget for Fire Chief search
- $ 30,000 added for Recruit Academy
- $ 10,000 added to Legal budget for investigations
- $ 7,500 added for PSPRS Pay Out Interest

FY 2017 / 2018 Final Budget

Transport (150) Fund

Beginning Cash Balance: $159,389 (+$9,389 from June estimate)

4,334 ALS + 624 BLS = 4,958 Total Transports

8.49 billable miles per transport

$1,066.46 ALS, $923.30 BLS, $18.26 per mile

$6,011,915 **GROSS** Revenue

$2,622,801 **NET** Revenue (after all discounts and write-offs)

Three (3) full time 24X7 ambulances, one (1) part time 12X7 ambulance

Payer Mix = 43.71%

FY 2017 / 2018 Final Budget

Transport (150) Fund

Subsidy for General M&O (100) Fund

$281,653 allocated costs

$251,375 direct facilities, utilities, and operating costs

$533,028 Total Subsidy

Allocated costs: portion of administrative / support wages & benefits.

Direct Costs: largest include $85,000 medical supplies and $131,387 dispatch fees the 100 fund would have to pay even if the Transport division did not exist.

FY 2017 / 2018 Final Budget

Capital (200) Fund

Beginning Cash Balance (Projected)	$ 906,102 (+$27,296 from June)
Estimated Tax Revenue ($0.25*)	$ 951,970
Investment Income (Estimated)	$ 4,000
Planned Purchases	$ 723,408
Grant Matching (2nd set Turnouts)	$ 28,358
Ending Cash Balance (Estimated)	$1,110,306

* Assumes Board approval of Special Tax Override.

FY 2017 / 2018 Final Budget

Capital (200) Fund

Planned Purchases

Steel Building at $262	$ 39,830
A/C Unit Replacements (3)	$ 22,500
Pumper Lease	$ 86,098
Tanker Lease	$ 42,256
Ambulance Leases (5)	$ 175,148
Topaz Venture	$ 42,076
G2 Encoding Upgrade	$ 30,000
Dual Band Radios (5)	$ 45,000
Heart Monitor	$ 41,500
Mobile Data Terminal Replacement	$ 130,000
Servers	$ 52,000
EPCRs	$ 10,000
Treadmill	$ 7,000
	$ 723,408

FY 2017 / 2018 Final Budget

Special Revenue (Donations / Grant – 400) Fund

Beginning Cash Balance	$ 69,900
Grants (Agency Share)	
- Fall Prevention Grant (5%)	$ 11,961 (Supplies Only)*
- VICC Training Grant (15%)	$ 95,634
- AFG 2nd Set of Turnouts (10%)	$255,218
- Donations	$ 16,600

* Fall Prevention Grant includes wages & benefits of 2 employees whose costs are fully funded whether or not we get the grant.

** Total potential value of grants to District: $575,971

District share: $47,184

FY 2017 / 2018 Final Budget

Bond Debt Principal (500) Fund

Estimated Tax Revenue: $492,602

Debt Principal Expense: $445,000

Bond Debt Interest (600) Fund

Estimated Tax Revenue: $344,250

Debit Interest Expense: $311,025

Addendum B

2017 STATION BIDDING

Pilot Program: 2nd Engine Company at 263

ADVANTAGES OF PILOT PROGRAM

- Reduce Employee Burn Out at the busiest stations
- Reduction of response time from E261 responding to incidents in 263's area – Creates reliability across all stations
- Dispatch protocol will not have to be modified for E263
- Creates potential ISO rating of a 2
  - Lowers insurance costs for community
- ARU (E263) Can be used as coverage during training, and special events

SUPPRESSION COUNT OF PERSONNEL

Position	Current	Required for 2nd Unit 263	Meets Requirement?
Captain	21	Equal to the number of positions	Yes
Engineer	15	18 would be needed (3 short)	No
Firefighter	41	36 for all shifts - 5 for Leave Pool	Yes (2 and 1)
ALS Suppression	48	Technically 46 (excluding 2 BSOs)	Yes
BLS Suppression	30	Technically 29 (excluding 1 BSO)	Yes

PTO – SICK/VACATION USED (2 YEAR PERIOD)

Sept 2014 – Aug 2015	Sick	Vacation	Total Hours	% of Usage
Captain	1,788.75	4,482.75	6,271.50	10.2%
Engineer	859.25	3,163.25	4,022.50	9.2%
Firefighter	3,596.50	7,637.25	11,233.75	9.4%
TOTAL			**21,527.75**	**9.6%**
Sept 2015 – Aug 2016	**Sick**	**Vacation**	**Total Hours**	**% of Usage**
Captain	1,712.75	4,774.25	6,487.00	10.6%
Engineer	1,327.50	3,703.50	5,031.00	11.5%
Firefighter	5,311.00	8,826.50	14,137.00	11.8%
TOTAL			**25,655.00**	**11.4%**

WHAT DOES IT COST? (24 HOUR PERIOD)

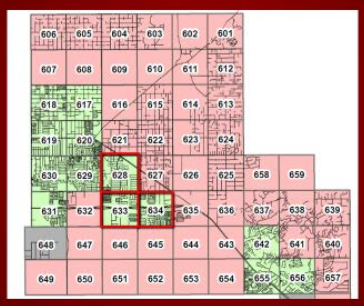
People on PTO	0 Leave Pool	1 Leave Pool	2 Leave Pool
1	$1,377	$0	$0
2	$2,754	$1,377	$0
3	$4,131	$2,754	$1,377
4	$5,508	$4,131	$2,754
5	$6,884	$5,508	$4,131
6	$8,261	$6,684	$5,508

CAN IT BE DONE?

Position Scenario	Position Cover	Annual OT Cost
1 Leave Pool	1	$999,702
2 Leave Pool	2	$574,209
1 Leave Pool & 1 Compromised	2	$574,209
2 Leave Pool & 1 Compromised	3	$260,253
1 Leave Pool & 2 Compromised	3	$260,253
2 Leave Pool & 2 Compromised	4	$90,882
2 Leave Pool & 3 Compromised	5	$30,294

**Historical usage of Sick/Vacation was analyzed for frequency of each combination of Sick/Vacation An average frequency for each Sick/Vacation possibility was determined and the OT costs of covering those positions was calculated above.*

DISTRICT MAP



RESPONSE TIME IMPACT

LT263	Plat 628	Plat 633	Plat 634
Avg. Travel	**3:37**	**5:13**	**6:31**
# of Responses	327	194	271
E261	***Difference 1:53***	***Difference :54***	***Difference -:03***
Avg. Travel	5:30	6:07	6:28
# of Responses	71	54	32
E262/L264/E265	***Difference 2:38***	***Difference 1:04***	***Difference 3:18***
Avg. Travel	6:15	6:17	9:49
# of Responses	39	31	77

263 CALL VOLUME

Year	# of Responses
2015	3,478
2016	3,514
2017 (projected)	4,000

NFPA recommends that stations that exceed 3,500 requests for service add another unit.

COMPARABLE AGENCIES

Agency	Backfill	Training	Leave Pool	Call Volume & Stations
Sedona	$500,000	$350,000	N/A	4,358 / 5 Stations
Daisy Mountain	$500,000	$135,000	2	3,500 / 4 Stations
North County	$598,908	N/A	3	10,456 / 5 Stations
Golder Ranch	$300,000	N/A	6	12,273 / 7 Stations
Northwest	$600,000	N/A	10	14,000 / 10 Stations
Superstition	$50,000	$12,500	6	9,603 / 5 Stations

POSSIBLE FUNDING SOURCES

- Elimination of 1 Assistant Chief Position
  - All SLT positions are at a lower annual salary
  - The district is no longer funding the Alternate Contribution for the Operations Chief position
- Elimination of the Battalion Chief – Training Position
- Elimination of the Deputy Fire Marshal Position
- 2 Suppression FTE positions (Captain & Firefighter) will not be replaced and were not included in these calculations
- Mechanic position delayed to January 2018
- Special assignment positions were calculated as on shift

OTHER STRATEGIES

- Reduce the Vacation Usage Requirement to 48 hours
- Reduce sick time usage by 10% for the 2017/18 year for a savings of approximately $100,000
- Evaluate sick leave policy and separation buyout
- Evaluate an incentive program for sick leave use
- Evaluate the Work-Trade policy

QUESTIONS?

			1 in Leave Pool			2 in Leave Pool			2 in Leave Pool & 265 Compromised			2 in Leave Pool & 265/262 Compromised			2 in Leave Pool & 265/262/2nd at 263 Compromised		
Scenario	2 Year Average (Frequency)	# of Open Positions	Positions to fill with OT	Cost of OT Per Day	Annual Cost of OT Based on Frequency	Positions to fill with OT	Cost of OT Per Day	Annual Cost of OT Based on Frequency	Positions to fill with OT	Cost of OT Per Day	Annual Cost of OT Based on Frequency	Positions to fill with OT	Cost of OT Per Day	Annual Cost of OT Based on Frequency	Positions to fill with OT	Cost of OT Per Day	Annual Cost of OT Based on Frequency
Vac: 0 - Sick: 0	21	0	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
Vac: 0 - Sick: 1	15	1	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
Vac: 0 - Sick: 2	5	2	1	$ 1,377	$ 6,885	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
Vac: 0 - Sick: 3	3	3	2	$ 2,754	$ 8,262	1	$ 1,377	$ 4,131	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
Vac: 0 - Sick: 4	1	4	3	$ 4,131	$ 4,131	2	$ 2,754	$ 2,754	1	$ 1,377	$ 1,377	0	$ -	$ -	0	$ -	$ -
Vac: 1 - Sick: 0	30	1	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
Vac: 1 - Sick: 1	29	2	1	$ 1,377	$ 39,933	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
Vac: 1 - Sick: 2	11	3	2	$ 2,754	$ 30,294	1	$ 1,377	$ 15,147	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
Vac: 1 - Sick: 3	4	4	3	$ 4,131	$ 16,524	2	$ 2,754	$ 11,016	1	$ 1,377	$ 5,508	0	$ -	$ -	0	$ -	$ -
Vac: 1 - Sick: 4	2	5	4	$ 5,508	$ 11,016	3	$ 4,131	$ 8,262	2	$ 2,754	$ 5,508	1	$ 1,377	$ 2,754	0	$ -	$ -
Vac: 1 - Sick: 5	1	6	5	$ 6,885	$ 6,885	4	$ 5,508	$ 5,508	3	$ 4,131	$ 4,131	2	$ 2,754	$ 2,754	1	$ 1,377	$ 1,377
Vac: 2 - Sick: 0	47	2	1	$ 1,377	$ 64,719	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
Vac: 2 - Sick: 1	36	3	2	$ 2,754	$ 99,144	1	$ 1,377	$ 49,572	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
Vac: 2 - Sick: 2	19	4	3	$ 4,131	$ 78,489	2	$ 2,754	$ 52,326	1	$ 1,377	$ 26,163	0	$ -	$ -	0	$ -	$ -
Vac: 2 - Sick: 3	4	5	4	$ 5,508	$ 22,032	3	$ 4,131	$ 16,524	2	$ 2,754	$ 11,016	1	$ 1,377	$ 5,508	0	$ -	$ -
Vac: 2 - Sick: 4	1	6	5	$ 6,885	$ 6,885	4	$ 5,508	$ 5,508	3	$ 4,131	$ 4,131	2	$ 2,754	$ 2,754	1	$ 1,377	$ 1,377
Vac: 2 - Sick: 5	1	7	6	$ 8,262	$ 8,262	5	$ 6,885	$ 6,885	4	$ 5,508	$ 5,508	3	$ 4,131	$ 4,131	2	$ 2,754	$ 2,754
Vac: 3 - Sick: 0	55	3	2	$ 2,754	$ 151,470	1	$ 1,377	$ 75,735	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
Vac: 3 - Sick: 1	47	4	3	$ 4,131	$ 194,157	2	$ 2,754	$ 129,438	1	$ 1,377	$ 64,719	0	$ -	$ -	0	$ -	$ -
Vac: 3 - Sick: 2	20	5	4	$ 5,508	$ 110,160	3	$ 4,131	$ 82,620	2	$ 2,754	$ 55,080	1	$ 1,377	$ 27,540	0	$ -	$ -
Vac: 3 - Sick: 3	6	6	5	$ 6,885	$ 41,310	4	$ 5,508	$ 33,048	3	$ 4,131	$ 24,786	2	$ 2,754	$ 16,524	1	$ 1,377	$ 8,262
Vac: 3 - Sick: 4	3	7	6	$ 8,262	$ 24,786	5	$ 6,885	$ 20,655	4	$ 5,508	$ 16,524	3	$ 4,131	$ 12,393	2	$ 2,754	$ 8,262
Vac: 3 - Sick: 5	1	8	7	$ 9,639	$ 9,639	6	$ 8,262	$ 8,262	5	$ 6,885	$ 6,885	4	$ 5,508	$ 5,508	3	$ 4,131	$ 4,131
Vac: 4 - Sick: 0	8	4	3	$ 4,131	$ 33,048	2	$ 2,754	$ 22,032	1	$ 1,377	$ 11,016	0	$ -	$ -	0	$ -	$ -
Vac: 4 - Sick: 1	3	5	4	$ 5,508	$ 16,524	3	$ 4,131	$ 12,393	2	$ 2,754	$ 8,262	1	$ 1,377	$ 4,131	0	$ -	$ -
Vac: 4 - Sick: 2	1	6	5	$ 6,885	$ 6,885	4	$ 5,508	$ 5,508	3	$ 4,131	$ 4,131	2	$ 2,754	$ 2,754	1	$ 1,377	$ 1,377
Vac: 4 - Sick: 3	1	7	6	$ 8,262	$ 8,262	5	$ 6,885	$ 6,885	4	$ 5,508	$ 5,508	3	$ 4,131	$ 4,131	2	$ 2,754	$ 2,754
					$ 999,702			$ 574,209			$ 260,253			$ 90,882			$ 30,294

Cost for Number of Positions		
1 positions	$	1,377
2 positions	$	2,754
3 positions	$	4,131
4 positions	$	5,508
5 positions	$	6,884
6 positions	$	8,261
7 positions	$	9,639

Position Scenario				
Leave Pool	Compromised	Positions to Fill with OT	Annual OT Cost	
1	n/a	1	$	999,702
2	n/a	2	$	574,209
1	E265	2	$	574,209
2	E265	3	$	260,253
1	E265 & E262	3	$	260,253
2	E265 & E262	4	$	90,882
2	E265, E262, & E263 (2nd unit at 263)	5	$	30,294

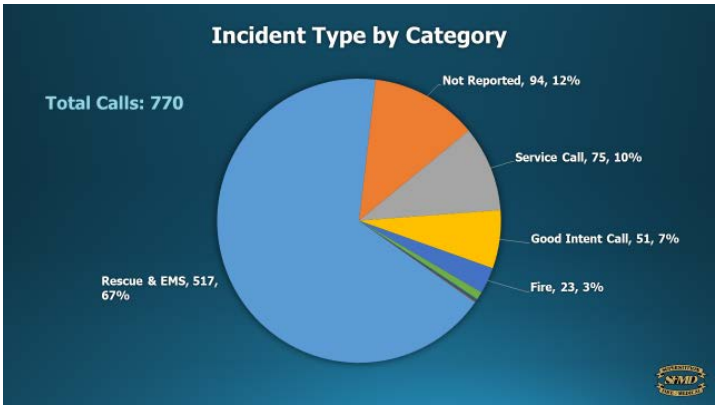
Addendum C

Operations

- Structure Fire – July 18th – 420 S. Grand Dr.
- Recent Promotions
  - Battalion Chief Brian White
  - Captain Tanner Fox
  - Engineer Bryan Heun
- Tanner Fox returning to shift work – July 28th
  - Last day at Mesa on July 20th
- New Division Heads
  - Technical Rescue Team – Battalion Chief Jeff Cranmer
  - Wildland Team – Battalion Chief Brian White
- Paramedic Students – half-way through program
- Development of 2017/2018 Training Schedule

June 2017 – Suppression Operations

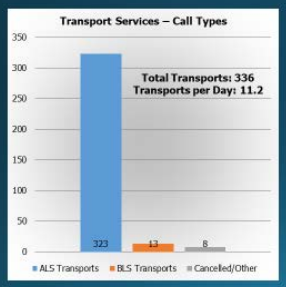
Average Response Time For Emergent Incidents		
June 2017	June 2016	YTD (Fiscal)
5:03	*unable to obtain*	5:08



June 2017 – Transportation Operations

CON Compliance Through June 2017 (Code 3 Only) (Licensure Reporting Period January 4, 2016 – March 17, 2019)				
Standard	Late	On-Time	Total Calls	Compliance
8:59 or less - 90%	23	366	389	94.09%
14:59 or less -95%	1	388	389	99.74%
19:59 or less -100%	0	389	389	100%

June 2017 – Transportation Operations



FY 2016/17 Transportation Revenue

- During FY 2016/17, the Transport Division covered $781,124 in expense normally charged to the General (100) Fund.
  - $337,503 of facility and utility related costs normally paid for by the General (100) Fund
  - $443,621 in allocated Administrative/Support costs

Total Transports in FY 2016/17	4,236
Allocations	$781,124
FY 2016/17 Annual Revenue	$2,493,455
FY 2016/17 Annual Actual Ambo Ops Costs	$1,712,331
Average Ambo Revenue Per Month	$207,788
Monthly Actual Ambo Cost	$142,694
Ambo Revenue Per Transport	$588
Ambo Cost Per Transport	$404

Transport Revenue

Medicaid Update

SUPERSTITION Date of Service: 01/01/2016 - 9/30/2016 All Medicaid accounts				
Status	Total of Accounts	Percentage of total Accounts per Status	Already Recieved Payments	Expected Revenue (68.59%)
Further Action Needed	9	1.15%	$570.08	$5,815.57
Recently Invoiced	7	0.90%	$1,645.41	$2,815.74
More Time for Appeal to Process	4	0.51%	$1,029.21	$1,308.70
Mercy Care Portal	23	2.95%	$2,564.00	$13,042.18
Short Appeal Follow Up	12	1.54%	$4,116.74	$2,263.97
Appeal Follow Up	7	0.90%	$1,461.90	$2,815.82
Completing Short Pay	29	3.72%	$11,100.02	$2,635.97
Re-appeal mailing through FedEx	82	10.51%	$31,771.74	$34,597.71
Paid BLS Rate - Account was approved as ALS	1	0.13%	$658.33	$98.20
Appeal denied	51	6.54%	$20,114.28	$14,797.97
Reprocessed - payment not 68.59%	10	1.28%	$6,718.38	$904.47
Timely Filing	114	14.62%	$30,942.53	$45,866.68
Not Arizona Medicaid Patient	18	2.31%	$4,235.27	$433.43
No Additional Payment	84	10.77%	$38,267.28	$0.00
Paid Correctly	329	42.18%	$255,950.49	$1,194.64
Grand Total	780	100.00%	$411,145.66	$128,591.05
				$62,100.76
			Expected Revenue	$66,490.28

Community Service Events

- July 18th Salvation Army Day Camp Fire Station Tour with 263
- July 26th Phoenix Children's Hospital Drowning Impact Awareness Month Purple Ribbon Kick-Off Event
- August 1st City Council Meeting - Tina will accept the Mayor's proclamation, proclaiming August as Drowning Impact Awareness Month

Appendix D

D. Toshiba Multi-Function Copier/Printer Lease

Submitted By:
Administrative Director Anna Butel

Background / Discussion:
As the district's multifunction copiers/printers at Admin and the Regional Training Center have aged, the cost to operate them have increased. The current copiers were purchased outright, however, it has been found to be cost prohibitive to purchase rather than lease.

This new quote from Toshiba also includes unlimited black and white copies, something the previous contract did not have, as well as a substantial cost savings in the price for each color print.

Additionally, this new lease agreement falls under the Mohave state pricing contract.

Copier specifications include:

- 30-35 page per minute printing
- 73 page per minute scanning/faxing
- High resolution black/white and color scanning (up to 2400 DPI)
- Faxing and electronic fax forwarding
- Inner machine stapler/finisher (instead of a second piece of equipment for staple/finishing)
- Large capacity paper drawers hold up to 3,200 pages
- Eco friendly, energy star rated
- Data security, secured hard drive wiping, documents are not stored on the machine

Current Average Cost per Month: $953.75 (admin and RTC), the quoted average price comes as a 51% savings at $468.22 per month.

Toshiba has also included free delivery and training for staff.

Financial Impact/Budget Line Item:
Quoted Average Cost per Month: $468.22 / 100-10-60180-08 – Copier Maintenance

Enclosure(s):
Cost Analysis and Mohave Lease Quote

Toshiba Lease Agreement for Signature

Mohave Credit Application

Superstition Fire and Medical

Mohave Contract Cost Analysis July 2017

Current Monthly average costs on Toshiba E Studio 2550C (own the machine)

Average monthly cost of service and supplies last 12 months:
$464. per month

Currently averaging **9,300 b/w** and **2,700 color** per month

Overages now charged @**.01983** per page b/w
.09344 for color

Current Monthly average costs on Toshiba E Studio 3540C (Own the machine)

Average monthly cost of service and supplies last 12 months:
$489.75 per month

Currently averaging **4,400 b/w** and **3,200 color** per month

Overages now charged @**.01521** per page b/w
.11711 for color

Total cost for both $953.75

New copier upgrade solution using State Contract Pricing

Toshiba E Studio 3005AC 16th ave location

30 ppm b/w and color print and copy speeds
73 ppm scanning and faxing speeds
B/w and color scanning
Faxing and electronic fax forwarding
3 paper drawers holds 3,200 sheets of paper
Inner machine stapler/finisher
Does up to 12" x 47" printing
Web interface
2,400 DPI output
4 GB of memory
320 GB hardrive
9 inch color touchscreen
Scan to email, file, folder etc
USB Thumb drive port
Ecco Friendly
Energy Star Rated
Data Security
Secured Hardrive wiping. None of your secure information will ever be left on the machine!!

Toshiba E Studio 3505AC

35 ppm b/w and color print and copy speeds
73 ppm scanning and faxing speeds
B/w and color scanning
Faxing and electronic fax forwarding
3 paper drawers holds 3,200 sheets of paper
Inner machine stapler/finisher
Does up to 12" x 47" printing
Web interface
2,400 DPI output
4 GB of memory
320 GB hardrive
9 inch color touchscreen
Scan to email, file, folder etc
USB Thumb drive port
Ecco Friendly
Energy Star Rated
Data Security
Secured Hardrive wiping. None of your secure information will ever be left on the machine!!

New lease solution pricing includes both machines

60 month lease price: **$230.42**

Service and Supplies

Unlimited b/w pages for both machines no overage charges**: $70 per month**

Color service and supply costs includes staples
E Studio 3005Ac
2,500 color pages service and supplies: **$75**
Color overages charged @**.03** per page

E Studio 3505Ac
3,200 color pages service and supplies: **$92.80**
Color overages charged @**.0029** per page

Total new monthly cost for lease on both machines and service and supplies
$468.22

Thank You
Your Toshiba Copier Reps
Jim Moran
Cell (480) 326-5732 Office 602 458 3788 Ext 1082
Jim .Moran@TBS.Toshiba.com

TOSHIBA BUSINESS SOLUTIONS

FMV LEASE AGREEMENT

TOSHIBA FINANCIAL SERVICES

APPLICATION NUMBER	AGREEMENT NUMBER

The words **Lessee, you,** and **your** refer to the customer. The words **Lessor, we, us** and **our** refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your Toshiba Business Solutions (TBS) provider. We own the Equipment (excluding software) and you have the right to use it under the terms of this Lease.

CUSTOMER CONTACT INFORMATION

Legal Company Name:	SUPERSTITION FIRE & MEDICAL DISTRICT	Fed. Tax ID #:			
Contact Person:	Lauren Daniel	Bill-To Phone:	(480) 982-4440	Bill-To Fax:	(480) 982-0183
Billing Address:	565 N Idaho Rd	City, State-Zip:	Apache Junction, AZ		
Equipment Location: (if different from above)		City, State-Zip:			

TBS LOCATION

Contact Name: - **Subsidiary Location:** Toshiba Business Solutions AZ

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.
Toshiba E Studio 3005AC		
Toshiba E Studio3505AC		

☐ See attached form (Schedule "A") for Additional Equipment

LEASE TERM & PAYMENT SCHEDULE

Number of Payments:	60	of	$ 220.41	(plus applicable taxes)
Security Deposit:	$ -	☐ Received		
Documentation Fee:	$75.00 *(included in First Invoice)*			

Lease payment period is monthly unless otherwise indicated. **End-of-Lease Options:** You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.
1. Purchase the Equipment at Fair Market Value - 2. Renew the Lease per section 16
3. Return Equipment

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services	**Signature:** X	Title:	Date:

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. This Lease may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Lease, and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If Lessee signs and transmits this Lease to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Lessee agrees that the facsimile or other electronic transmission of this Lease manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Lessee, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Lease, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Lessee, who executed this Lease and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Lease containing Lessee's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

Name:	Signature: X	Title:	Date:

PERSONAL GUARANTY

To induce us to enter into this Lease and any supplement, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease and any supplement. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

By providing a telephone number for a cellular phone or other wireless service, you are expressly consenting to receiving communication (for NON-Marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from lessor and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls. The calls and messages may incur fees from your cellular provider.

Print Name of 1st Guaranto	Signature: X	Date:
Print Name of 2nd Guarant	Signature: X	Date:

SEE PAGE 2 FOR ADDITIONAL TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this lease or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Lease or the Equipment.

2. **Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or $22 (not to exceed the maximum allowed by law) as reasonable collection costs.

3. **Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

4. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND TBS BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY OF TBS WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.

5. **Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (sections 508-522) of the Uniform Commercial Code.

6. **Security Interest:** You authorize us to file a financing statement with respect to the equipment. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.

7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on the schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of you obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any TBS warranties, so long as you are not in default.

8. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

9. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Lease.

10. **Risk or Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the equipment. No such loss or damage shall relieve you from the payment obligations under this Lease. You agree to keep the Equipment fully insured against loss until this Lease is paid in full and to have us and our assigns named as loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you do not provide evidence of acceptable insurance, (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims, or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.

11. **Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.

12. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.

13. **Default:** You will be in default under this Lease if: (a) we do not receive any payment due under that Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in the Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.

14. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 4% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 4% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You may remain liable for any deficiency with any excess being retained by us.

15. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.

16. **Automatic Renewal:** This Lease will automatically renew on a month-to-month basis after the Term unless cancelled by either party upon 30 days prior written notice, and you shall pay us the same lease payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Lease) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).

17. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.

18. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the rights, power, privileges and remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights thereunder or any Equipment subject to this Lease without our prior written consent.

19. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes.

20. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.

21. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts of your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters.

22. **Miscellaneous:** This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Lease to be unenforceable, all other terms of that Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or supplier of the Equipment. It is the Lessee's sole and exclusive responsibility to

TOSHIBA
BUSINESS SOLUTIONS

AIMS MAINTENANCE CONTRACT

MA-1.0.0

SALES PACKET NUMBER	DATE
	8/9/2017

Sales Representative: JIM MORAN

Customer agrees to purchase and Toshiba Business Solutions agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed below in accordance with the terms and conditions of this contract. The Maintenance Services exclude paper, staples and all other parts and services listed under the Exclusion section on page two of the contract. A Connectivity & Security Options Agreement must be attached and executed for Network Integration Support.

CUSTOMER INFORMATION

Customer Name:	SUPERSTITION FIRE & MEDICAL DISTRICT		Bill to Number:		
Billing Address:	565 N Idaho Rd		Phone #:	(480) 982-4440 Ext.	Fax #: (480) 982-0183
Address 2:			Contact:	Lauren Daniel	Customer PO #: -
City:	Apache Junction	State: AZ Zip:	email:	lauren.daniel@ajfire.org	

INVOICE / METER COLLECTION INFORMATION

Meter Collection: CloudConnect	Electronic Invoicing: Yes	Invoice Location: Customer Address	Term: 12 Months

SEE ATTACHED MAINTENANCE CONTRACT SCHEDULE FOR DEVICE DETAILS

TRANSACTION TERMS (Consolidated Minimums Per Pool)

Pool Description	Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Per Unit Charge	Excess Billing Frequency
Toshiba E Studio 3005AC	Black	Unlimited	Images	$ 30.00	Monthly	none	Quarterly
	Color	2,500	Images	$ 75.00	Monthly	0.0300	Quarterly
Toshiba E Studio 3505Ac	Black	Unlimited	Images	$ 40.00	Monthly	none	Quarterly
	Color	3,200	Images	$ 92.80	Monthly	$0.02900	Quarterly
			Total Minimum Payment	$ 237.80			

DECLINATION

☐ Customer is declining maintenance on the equipment listed above.

Printed Name:

Title: Date: Signature:

SPECIAL INSTRUCTIONS

ACCEPTANCE

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Unit Charges for the term of this Contract. When this Contract is signed by Customer and TBS, it shall constitute a binding contract and is non-cancelable. This Contract will begin on the date signed by TBS below. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Customer:	SUPERSTITION FIRE & MEDICAL DISTRICT			**Toshiba Business Solutions**	
Printed Name:				Printed Name:	
Signature:				Signature:	
Title:		Date:		Title:	Effective Date:

TERMS AND CONDITIONS (CONTINUED)

1. ACCEPTANCE. This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.

2. Term. This Contract will remain in force for 12 months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

3. SERVICE AVAILABILITY. TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.

The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.

If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.

In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. If there is a substantial decline in the cost of fuel, the fuel surcharge, if applied by TBS pursuant to this provision, may be decreased accordingly. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.

4 . NETWORK INTEGRATION SUPPORT. Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.

5. INVOICING - LATE CHARGES. The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.

If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of $25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.

6. USAGE. In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. In no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.

Your Toshiba system will come with two-way communication enabled. TBS will provide updates, system back ups, and meter collection automatically. Please advise if you do not wish to have this feature enabled. TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website.

Upon the first Renewal Date and each subsequent Renewal Date thereafter, TBS reserves the right to increase the Minimum Payment and/or Excess Unit Charge by the greater of either (i) fifteen (15%) percent or (ii) the then-current cost per unit for that model.

7. CONSUMABLE SUPPLIES. TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 11 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies.

All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.

8. TAXES. In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.

9. INSTALLATION AND ACCESS TO EQUIPMENT. Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.

If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.

10. KEY OPERATOR - END-USER TRAINING. Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.

11. EXCLUSIONS. Service under this Contract does not include:

(a) Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following: _____;

(b) Service of equipment if moved outside of TBS's designated service area;

(c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster;

(d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment;

(e) Painting or refinishing of the equipment;

(f) Making specification changes;

(g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost;

(h) Performing key operator functions as described in the operator manual;

(i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed;

(j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included;

(k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control.

(l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available.

(m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.

12. INDEMNITY AND DISCLAIMER. TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXECPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."

13. GENERAL. Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.

Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.

This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.

TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.

TBS is not responsible for failure to render service due to causes beyond its control.

This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

TOSHIBA
BUSINESS SOLUTIONS

AUTOMATED METER READ PROGRAM OPTIONS

AM-1.0.0

SALES PACKET NUMBER	DATE
	8/9/2017

Sales Representative: JIM MORAN

CUSTOMER INFORMATION

Customer Name:	SUPERSTITION FIRE & MEDICAL DISTRICT	Customer Contact:	Lauren Daniel
Billing Address:	565 N Idaho Rd	Phone #:	(480) 982-4440 Ext. Customer PO #:
Suite #:		Meter Contact:	Same Meter Phone:
City: Apache Junction State: AZ Zip:		Meter Email:	lauren.daniel@ajfire.org

METER COLLECTION CHOICES:

Let your printers and copiers do the reporting for you.

What is Toshiba's Automated Meter Read Program (AMR)? As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

How much does Toshiba AMR cost me?

Nothing. Ever.

What information does AMR gather?

The automated meter reading system captures all required information for billing purposes; Machine model, Serial number, and usage information.

Is the transmission secure?

Yes. Data is completely secure.

Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:

1 Automated Meter Read (e-Bridge CloudConnect)

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment MUST be connected to your network.

2 Automated Meter Read (On Site Software)

TBS will provide free AMR software at time of installation that will automatically pull meter information and input into TBS billing system. Equipment MUST be connected to your network.

3 Self Reporting Assets (SRA)

This requires the Toshiba device to be set up at installation to email meters to TBS once a month automatically.
Emails from the Toshiba device are sent to TBS billing department where we manually enter in the meter readings.
(Must have Scan to Email set up)

4 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system.
End User collects the meter readings and goes to http://meters.toshiba.com and enters the meters online manually.
All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible: ☐ **Yes** ☐ **No**

TOSHIBA eco style

Email Attachment and Web: ☐ **Yes** ☐ **No**

eco

Email Address for invoice notifications: _____

CUSTOMER ACCEPTANCE:

Print Name: _____ Signature: _____ Title: _____ Date: _____

TOSHIBA BUSINESS SOLUTIONS

CONNECTIVITY OPTIONS AGREEMENT

CA-1.0.0

SALES PACKET NUMBER	EFFECTIVE DATE
	8/9/2017

Sales Representative: JIM MORAN

CUSTOMER INFORMATION

Customer Name:	SUPERSTITION FIRE & MEDICAL DISTRICT	Customer Contact:	Lauren Daniel		
Billing Address:	565 N Idaho Rd	Phone #:	(480) 982-4440 Ext.	Customer PO #:	
Address 2:		IT Contact:	Same	IT Phone #:	
City:	Apache Junction State: AZ Zip:	eMail:	lauren.daniel@ajfire.org		

CONNECTIVITY OPTIONS (Check All That Apply)

☑ **OPTION A: Remote Network Administrator Integration and Training** **FREE ($300 Value)**

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

☐ OPTION B:	Custom Network Integration - Variable / Additional Charges	Qty		Unit Description
	• Base Device Configuration - Setup of Network Protocols on Device			Device
	• Print Driver Installation			Workstation
	• PC Fax Driver Installation			Workstation
	• Print Driver and PC Fax Driver on same Workstation			Workstation
	• Scan to Copier Controller			Scanning Template
	• Scan to Network Folder			Scanning Template
	• Scan to Email - Initial Setup of communication to local SMTP server			Initial Setup
	- Additional Setup per Scanning Template			Scanning Template
	- Off-site SMTP Server			Hour Until Completion
	- Additional Setup per Scanning Template			Scanning Template
	• Incoming Fax Routing to Copier Controller			Fax Destination
	• Incoming Fax Routing to Network Folder Location			Fax Destination
	• Incoming Fax Routing to Email - Initial Setup of SMTP Server			Initial Setup
	Communication to a Local SMTP Server			
	- Additional Setup per Destination			Destination
	- Off-site SMTP Server			Hour Until Completion
	- Additional Setup per Destination			Destination
	• User Code Enforcement			10 User Codes
	• Copier Configuration Backup and Restore			Backup/Restore Event

Total Connectivity Fee $ -

Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: $ 150.00 Per Hour.
Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.
By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name:	Signature: X	Title:	Date:

DECLINATION

☐ Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name:	Signature: X	Title:	Date:

TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:

STATEMENT OF WORK

Version #20130321

KS StateBank

Baystone Government Finance

SMALL TICKET PROGRAM

Return completed application with required financial information.

Legal Name of Obligor:		Fed. Tax ID #:	
Address:			
City:	County:	State:	Zip:
Contact Person:	Title:		
Phone: ( )	Fax: ( )		
Email Address:	Alt Contact Email Address:		
Alternative Contact Person:	Title:	Phone: ( )	
Date municipal entity was established:	Does the obligor self-insure for property & liability insurance?		
Total Cost of Equipment/Project: $	Term (years):		
*Down Payment: $	Source of Down Payment :		
Trade In: $	Payment Amount: $	Delivery Date:	
Other: $	Payment Due:	☐ Advance	☐ Arrears
Amount to Finance: $	Payments: ☐ Monthly	☐ Quarterly	☐ Semi-Annual ☐ Annual

*Obligor's down payment should be made before or at delivery. Proof of down payment is required prior to payment of any contract proceeds, unless otherwise negotiated.

Has the obligor paid, or does obligor intend to pay, a vendor for any portion of the equipment being financed with the intent of being reimbursed with proceeds from this financing? ☐ Yes ☐ No

How will the contract payments be made? ☐ P-Card *Addt'l Fees Will Apply* ☐ Check ☐ ACH ☐ Other (specify)

What fund will the remaining contract payments be made from? ☐ General ☐ Special (specify)

Will any federal monies be applied to the contract payments? ☐ Yes ☐ No If yes, explain.

Equipment Description:

New Equipment:	☐ Yes	☐ No	If no, list age of equipment or date manufactured:
Refurbished:	☐ Yes	☐ No	Year:
Replacement:	☐ Yes	☐ No	Age of current equipment: Year purchased:

If not a replacement, why is the equipment needed?

Buyout Included:	☐ Yes	☐ No	Amount of buyout included: $
Soft Costs Included:	☐ Yes	☐ No	Amount of soft costs included (shipping, software, and sales tax): $

Physical location of equipment after delivery:

Describe the essential use of the equipment:

Has the obligor ever defaulted or non-appropriated on a lease, bond, or legal obligation? ☐ Yes ☐ No

Will the obligor issue more than $10,000,000 in tax-exempt debt in this calendar year? ☐ Yes ☐ No

Is the project a building? ☐ Yes ☐ No If yes, who owns the land?

What is the physical address of the new building/project?

Financial information required (for all funds):

Fiscal Year End:	**Current Year (Actual YTD)**	**Prior Year (Actual Not Budget)**
Total Revenue:	$	$
Total Expenditures:	$	$
Net Income:	$	$
Total Fund Balance:	$	$

If the obligor's expenditures exceeded revenues for any one of the last three years, explain why and what measures were taken to correct the shortfall:

Completed By (signature): Printed Name and Title: Date:

- ***Additional financial information may be requested if deemed necessary during credit review.***
- ***By signing this application Obligor representative agrees to the following statement: "Everything stated in this application is correct to the best of my knowledge. I understand Obligee will retain this application whether or not it is approved. Obligee is authorized to verify any information on this application with an appropriate third party as necessary to complete the credit review process."***
- ***Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to the Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.***

1680 Charles Place, Manhattan, KS 66502; 800.752.3562; Fax 785.537.4806

KS StateBank

Baystone Government Finance

August 08, 2017

Formal Proposal

OBLIGOR: **SUPERSTITION FIRE & MEDICAL DISTRICT**

- ✓ This is a finance/ownership contract.
- ✓ Fixed interest rate for the Five (5) Year term.

EQUIPMENT: **NEW COPIERS**

Acquisition Cost:	$11,460.80	**Term:**	Five (5) Years	**First Payment Due:**	At Closing
Sales Tax Est.:	$893.94	**Payment Mode:**	Monthly in Advance	**Payment Amount:**	$237.61
Trade In:	$0.00	**Interest Rate:**	5.990%		
Principal Balance:	$12,354.74	**Rate Factor:**	0.019232		

- The copier equipment must be under a service contract for a period of time that at least matches or exceeds the contract purchase term.
- This transaction must be credit approved, documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before September 07, 2017. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- Obligor's total amount of tax-exempt debt to be issued in this calendar year will not exceed the $10,000,000 limit.
- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- This proposal is based on Baystone Government Finance Mohave Contract # 13R-BFG-0127.

BAYSTONE GOVERNMENT FINANCE *William Bauman*	**SUPERSTITION FIRE & MEDICAL DISTRICT** Signature: Typed Name & Title: Date:

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