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, September 20, 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 August 2017 financial reports and bank reconciliations. (BOD #2017-09-07)
2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2017-09-08)
3. Call to the Public. (BOD #2017-09-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 #2017-09-09):
   A. Board Meeting Minutes from August 16, 2017
   B. Special Board Meeting Minutes from September 6, 2017
   C. Contract with the PrePlanners, LLC
   D. Agreement EMS Standby – Superstition Mountain Museum Heritage Days
   E. Agreement for EMS Standby – Gold Canyon Arts Festival
5. Discussion and possible approval of First RespondersRx 30-Day Pilot Program. (BOD #2017-09-10)
6. Presentation and update by Dr. Gary Smith regarding the conclusion of the Community Medicine Grant. (BOD #2017-09-11)
7. Discussion and possible approval of the Medical Emergencies, and Rescue Mutual-Aid Agreement between Superstition Fire & Medical and Rural Metro Fire Department and rate schedule for services. (BOD #2017-09-12)
8. Update and discussion regarding the Auto-Aid Agreement and system. (BOD #2017-09-13)
9. Discussion and update regarding the most recent JPA/Merger/Consolidation Committee meeting and possible motion regarding the Arizona Fire Medical Authority (AFMA) request. (BOD #2017-09-14)

10. Discussion, presentation and possible approval of the 2017/2018 Operational Plan and possible adoption of Resolution 2017-08, formally adopting the 2017/2018 Operational Plan. (BOD #2017-09-15)

11. Discussion and update regarding the pay out of the Public Safety Personnel Retirement System (PSPRS) refund payments related to the Hall case. (BOD #2017-09-16)

12. Discussion regarding Policy 101.03 Smoking and Policy 102.46 Arizona Safe Haven for Newborn Infants brought forth to the Board to be approved at the October 18, 2017 meeting as stated at the August 16, 2017 meeting – BOD #2017-08-11. (BOD #2017-09-17)

13. Discussion and possible direction to staff regarding Policy 102.16 Earned Leaves and Policy 102.34 Separation of Service, as it pertains to the reduction of workforce. (BOD #2017-09-18)

14. Discussion and possible approval of a Memorandum of Understanding (MOU) between Superstition Fire & Medical District and Superstition Fire & Medical Firefighters Chapter of Local 2260. (BOD #2017-09-19)

15. Executive Session for Legal Advice. The board may vote to go into executive session pursuant to ARS §38-431.03(A)(3) for discussion or consultation for legal advice with an attorney for the district as related to a personnel matter that was handled by Chief Ochs as Chief Farber removed himself from the chain-of-command on this matter. (BOD #2017-09-20)
   Note: Executive Sessions are confidential pursuant to ARS §38-431.03(C).
   Note: Legal action involving a final vote or decision shall not be taken at an executive session.

16. Review, discussion, and possible action regarding Acting Assistant Chief Ochs' handling of a personnel matter. (BOD #2017-09-21)

17. Executive Session for Legal Advice. The board may vote to go into executive session pursuant to ARS §38-431.03(A)(3) for discussion or consultation for legal advice with an attorney for the district as related to FLSA and the District’s exempt employees. (BOD #2017-09-22)
   Note: Executive Sessions are confidential pursuant to ARS §38-431.03(C).
   Note: Legal action involving a final vote or decision shall not be taken at an executive session.

18. Review, discussion, and possible action regarding FLSA and the District’s exempt employees. (BOD #2017-09-23)

19. New Business / Future Agenda Items. (BOD #2017-09-24)

20. Reports. (BOD #2017-09-25)

21. Announcements (BOD #2017-09-n/a)

22. Adjourn (BOD #2017-09-26)

NOTICE: The governing board may go into executive session for the purpose of obtaining legal advice from the fire district’s attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

One or more members of the governing board may attend the meeting telephonically.

Governing Board meeting agenda dated and posted (at least 24 hours before the scheduled meeting date and time):

Posted on September 16, 2017
At: 2030 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 24-hours before the board meeting.
Governing Board Meeting – September 20, 2017
Agenda Item: 1
BOD#: 2017-09-07

**Agenda Item Title:**
Review and approval of the August 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 August 2017 financial reports and bank reconciliations.”
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 August 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 Chair        Date
Governing Board Meeting – September 20, 2017
Agenda Item: 2
BOD#: 2017-09-08

**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.

**September Service Awards:**

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Position</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>Captain/Paramedic</td>
<td>Mike Paul</td>
</tr>
<tr>
<td>15</td>
<td>Battalion Safety Officer/Paramedic</td>
<td>Craig Halver</td>
</tr>
<tr>
<td></td>
<td>Engineer/Paramedic</td>
<td>Jim Crowley</td>
</tr>
<tr>
<td></td>
<td>Engineer</td>
<td>Aaron McDonald</td>
</tr>
</tbody>
</table>

**September Service Anniversaries:**

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Position</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>Interim Fire Chief</td>
<td>Mike Farber</td>
</tr>
<tr>
<td>26</td>
<td>Acting Assistant Chief</td>
<td>Richard Ochs</td>
</tr>
<tr>
<td>19</td>
<td>Acting Assistant Chief</td>
<td>Rich Mooney</td>
</tr>
<tr>
<td></td>
<td>Engineer</td>
<td>Kevin Johnston</td>
</tr>
<tr>
<td></td>
<td>Engineer</td>
<td>Jose Sepulveda</td>
</tr>
<tr>
<td></td>
<td>Firefighter</td>
<td>Nat Erickson</td>
</tr>
<tr>
<td>17</td>
<td>Engineer</td>
<td>John Taylor</td>
</tr>
<tr>
<td>12</td>
<td>Captain/Paramedic</td>
<td>Ruben Briones</td>
</tr>
<tr>
<td></td>
<td>Captain/Paramedic</td>
<td>Tanner Fox</td>
</tr>
<tr>
<td></td>
<td>Engineer</td>
<td>Rob McMinn</td>
</tr>
<tr>
<td></td>
<td>Firefighter/Paramedic</td>
<td>Randy VandeKrol</td>
</tr>
<tr>
<td>11</td>
<td>Captain/Paramedic</td>
<td>Dustin Farber</td>
</tr>
<tr>
<td></td>
<td>Firefighter/Paramedic</td>
<td>Eric Ellsworth</td>
</tr>
<tr>
<td></td>
<td>Firefighter/Paramedic</td>
<td>Ken Simkins</td>
</tr>
</tbody>
</table>
Agenda Item: 3
BOD#: 2017-09-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 – September 20, 2017
Agenda Item: 4
BOD#: 2017-09-09

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

A. Board Meeting Minutes from August 16, 2017 – Appendix A

B. Special Board Meeting Minutes from September 6, 2017 – Appendix B

C. Contract with the PrePlanners, LLC – Appendix C

D. EMS Standby Agreement - Heritage Days – Appendix D

E. EMS Standby Agreement - Gold Canyon Arts Festival – Appendix E

**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 September 20, 2017.”
Agenda Item Title:
Discussion and possible approval of First RespondersRx 30-Day Pilot Program.

Submitted By:
Acting Assistant Chief Richard Ochs

Background/Discussion:
First RespondersRx ran a Board approved (BOD #2017-03-04) Proof of Concept ("POC") / Pilot program in March of 2017 whereby SFMD Fireman/Paramedic, Ryan Elowe shadowed peers and utilized our Medication History application via a stand-alone application on his iPhone to compare the response times and data when using our system vs. the time spent collecting medication history data manually.

From our perspective, the program worked well as Ryan was receiving responses on approximately 60% of the patients encountered with response times ranging in the 6-8 second range. He also noted that the medications discovered through our system were far more comprehensive than that obtained through the usual and customary methods currently employed by first responders.

Since that pilot, we have built a Savings Calculator to help put a finer point on the savings that can be realized by fire districts through the use of our application and we have engaged ImageTrend on building an interface to our system through its ePCR application so it would be seamless within the first responder’s workflow.

We would like to propose another 30 day pilot – also at no cost or obligation to the Superstition Fire & Medical District, just as before, so that Firefighter/Paramedic Ryan Elowe can use our Savings Calculator to capture very specific & data points to help everyone (SFMD, ImageTrend and FirstRespondersRx) understand the true ROI realized through the use of our system. We have attached an identical POC Agreement, save for changing the dates to run from 9/15/17-10/15/17. Again, SFMD has no financial obligation or even an obligation to use it, but rather, the POC allows SFMD to use the application if it would like to see the hard ROI numbers.

Financial Impact:
N/A

Enclosure(s):
Proof of Concept

Recommended Motion:
"Motion to approve the 30-day Pilot Program with First RespondersRX that will run from September 15, 2017 through October 15, 2017 and will allow Firefighter/Paramedic Ryan Elowe to utilize the savings calculator to capture data points throughout our District."
PROOF OF CONCEPT (POC) PROGRAM

By and Between: Superstition Fire and Medical District  
565 N. Idaho Rd.  
Apache Junction, AZ  85119

and;  

First RespondersRx, LLC  
10080 W. Alta Drive  
Suite 200  
Las Vegas, NV  89145

POC Start Date: September 15, 2017  
POC End Date: October 15, 2017

1. Overview:

a. Whereas, Superstition Fire and Medical District (SFMD) and First RespondersRx (“First RespondersRx”) (Collectively, “The Parties”) desire to explore a Proof of Concept (“POC”) program;

b. Whereby SFMD would utilize the First RespondersRx applications during the POC period noted herein to facilitate a real-time medication history inquiry;

c. Whereby, within an average response time of 3-15 seconds, the authorized user may be able to view, print or download the medication history of a patient for whom the user has authorization to access such information in the treatment and/or care of the patient, and;

d. Whereas, upon SFMD’s satisfaction of the outcome of the POC, the Parties may elect to execute a definitive Service Agreement, whereby SFMD may elect to utilize the First RespondersRx web-based system beyond the POC period, at “favored nation” pricing in exchange for SFMD’s feedback on the information provided through the First RespondersRx system.

e. SFMD has no obligation to use the First RespondersRx system during the POC period, or at any time thereafter and has no financial obligations whatsoever, during the POC period.

f. In the event SFMD elects to utilize the First RespondersRx Medication History solution beyond the POC period, it would do so under a definitive agreement that has established pricing specifically for SFMD as a result of participating in the POC and shall always be priced at rates equal to or lower than the lowest pricing offered by First RespondersRx to its customers of identical service offerings (“favored nation pricing”).

2. Terms:

a. A “Transaction” for purposes of this POC, shall be defined as one (1) medication history inquiry for a single patient and the corresponding response for that patient.

b. SFMD may run an unlimited number of transactions during the POC period.
c. SFMD may establish up to ten (10) users that receive separate and distinct login credentials during the POC period. Additional users may be granted to SFMD by First RespondersRx upon request.

d. During the POC period, SFMD and First RespondersRx agree to monitor the following performance measures as an indicator of POC success:
   a. Ease of user’s access to the end-user interface on the First RespondersRx portal;
   b. User experience in entering minimum data requirements within the First RespondersRx portal to facilitate a Med History inquiry;
   c. Response time of the Med History transaction;
   d. Percentage of transactions that result in “found patient”;
   e. Delta between known drugs and found drugs;
   f. Estimated time savings between manual drug search and First RespondersRx response time, and;
   g. Accuracy and usefulness of response data.

e. Upon expiration of the POC, SFMD and First RespondersRx agree to schedule a meeting to review and discuss the measures as described above and the overall success of the POC.

f. Upon conclusion of the review meeting described above, should SFMD elect to utilize the First RespondersRx Med History solution directly, First RespondersRx shall identify, within a written proposal by First RespondersRx to SFMD, all available implementation options and corresponding fees therein and provide the proposal and draft definitive agreement within ten (10) business days to SFMD for review, comment and approval.

g. Upon receipt of the First RespondersRx written proposal and draft definitive agreement, SFMD shall have thirty (30) days to determine if it desires to execute the definitive Service Agreement and continue use of the First RespondersRx Med History solution by becoming a direct user, or;

h. SFMD may elect to request that its software supplier integrate the First RespondersRx Med History solution into its system to become integrated into the SFMD workflow, at which time, SFMD’s software vendor, SFMD and First RespondersRx shall establish the licensing fees and terms mutually between the three parties.

i. During the POC, SFMD agrees to adhere to all applicable Protected Health Information (“PHI”) laws as identified in the Health Information Accountability and Portability (“HIPAA”) Act of 1996 and any applicable Regional, State or Federal laws that protect patient information and patient rights and may be required to execute and abide by a Business Associate Agreement (“BAA”), as required by law, as a provider of care to patients.

j. During the POC period and beyond for a period of no less than five (5) years thereafter, SFMD agrees to hold all information related to the First RespondersRx Medication History system, confidential and as such, agrees to not share any confidential information with any third party outside of the SFMD user group. SFMD further agrees to not reverse engineer the First RespondersRx applications or replicate the First RespondersRx system. SFMD understands and agrees that the applications provided by First RespondersRx are proprietary and access to the First RespondersRx systems and applications are provided on an evaluation basis only and grants no rights of ownership of any part of the First RespondersRx system to any user or to SFMD.

k. First RespondersRx makes no claims as to the specific merchantability, usability or accuracy of the system or the data obtained through its use and SFMD understands and agrees that it’s use is at its own risk and indemnifies and holds harmless First RespondersRx from any and all claims that may rise form SFMD’s use or mis-use of the First RespondersRx Medication History system.
The undersigned attest to having the full authority to enter into and execute this LOI on behalf of their respective organizations:

First RespondersRx, LLC  
10080 W. Alta St.  
Suite 200  
Las Vegas, NV 89145

By:_____________________________________

Signed:_________________________________

Title: __________________________________

Date:___________________________________

SFMD  
565 N. Idaho Road  
Apache Junction, AZ 85119

By:_____________________________________

Signed:_________________________________

Title:___________________________________

Date:___________________________________
Governing Board Meeting – September 20, 2017
Agenda Item: 6
BOD#: 2017-09-11

**Agenda Item Title:**
Presentation and update by Dr. Gary Smith regarding the conclusion of the Community Medicine Grant.

**Submitted By:**
Acting Assistant Chief Richard Ochs
Dr. Gary Smith

**Background/Discussion:**
Dr. Gary Smith will provide statistical analysis regarding the Community Medicine Grant that has come to a close.

**Financial Impact:**
N/A

**Enclosure(s):**
N/A

**Recommended Motion:**
N/A
Governing Board Meeting – September 20, 2017
Agenda Item: 7
BOD#: 2017-09-12

**Agenda Item Title:**
Discussion and possible approval of the Medical Emergencies, and Rescue Mutual-Aid Agreement between Superstition Fire & Medical District and Rural Metro Fire Department and rate schedule for services.

**Submitted By:**
Interim Fire Chief Mike Farber

**Background/Discussion:**
Over the years, Superstition Fire & Medical District (SFMD) has provided assistance to Rural/Metro Fire Department (RMFD) when requested. Providing emergency services out-side of our District utilizes valuable resources that are paid for by SFMD citizens to support a private sector company for profit. While SFMD is committed to protecting life and property whenever called upon, recovery of costs is essential.

The Fire, Medical Emergencies, and Rescue Mutual-Aid Agreement is for reimbursement of services provided by SFMD for RMFD. SFMD will be reimbursed for equipment provided to RFMD for fires and other emergency services. The rate agreement has a breakdown for each type of apparatus based on an hourly rate. Charges will be broken in 15-minute intervals.

The agreement and pay schedule has also been utilized in the City of Scottsdale and has been approved by the Life Safety Council (Valley Fire Chiefs from the Automatic Aid System). This agreement has been reviewed and comments added by Legal Counsel Donna Aversa.

**Financial Impact:**
Potential reimbursement to the SFMD

**Enclosure(s):**
Pay Schedule
Agreement – Available at Board Meeting

**Recommended Motion:**
“Motion to approve the Medical Emergencies, and Rescue Mutual-Aid Agreement between Superstition Fire & Medical District and Rural Metro Fire Department and rate schedule for services.”
Appendix A - Rural/Metro Billing Rates

<table>
<thead>
<tr>
<th>Apparatus/Number of Personnel</th>
<th>Hourly Rate</th>
<th>15 Minute Increment Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brush truck/Two Personnel</td>
<td>$ 228.38</td>
<td>$ 57.10</td>
</tr>
<tr>
<td>Fire Engine/Four Personnel</td>
<td>$ 426.76</td>
<td>$ 106.69</td>
</tr>
<tr>
<td>Ladder Tender/Four Personnel</td>
<td>$ 426.76</td>
<td>$ 106.69</td>
</tr>
<tr>
<td>Ladder Truck/Four Personnel</td>
<td>$ 513.76</td>
<td>$ 128.44</td>
</tr>
<tr>
<td>Command Vehicle/Two Personnel</td>
<td>$ 244.38</td>
<td>$ 61.10</td>
</tr>
<tr>
<td>Support Vehicle/Haz mat/TRT Two Personnel</td>
<td>$ 228.38</td>
<td>$ 57.10</td>
</tr>
<tr>
<td>Water Tender/One Person</td>
<td>$ 183.69</td>
<td>$ 45.92</td>
</tr>
<tr>
<td>Staff Vehicle/One Person</td>
<td>$ 147.69</td>
<td>$ 36.92</td>
</tr>
</tbody>
</table>

All Billing will be done starting with a one hour minimum, and then will be in 15 minute increments; Starting with dispatch time, and ending with Available On Radio (AOR) time.
Governing Board Meeting – September 20, 2017
Agenda Item: 8
BOD#: 2017-09-13

**Agenda Item Title:**
Update and discussion regarding the Auto-Aid Agreement and system.

**Submitted By:**
Interim Fire Chief Mike Farber

**Background/Discussion:**
This item comes before the Board for informational purposes only.

Interim Fire Chief Mike Farber will give a brief update regarding the recent changes and happenings surrounding the Auto-Aid Agreement and possible changes throughout the valley to the system.

**Financial Impact:**
N/A

**Enclosure(s):**
N/A

**Recommended Motion:**
N/A
Governing Board Meeting – September 20, 2017
Agenda Item: 9
BOD#: 2017-09-14

**Agenda Item Title:**
Discussion and update regarding the most recent JPA/Merger/Consolidation Committee meeting and possible motion regarding the Arizona Fire Medical Authority (AFMA) request.

**Submitted By:**
Interim Fire Chief Mike Farber

**Background/Discussion:**
This item comes before the Board for the JPA/Merger/Consolidation Committee to give a brief update of the September 8, 2017 committee meeting.

At the September committee meeting Director House requested that the letter from the Arizona Fire Medical Authority (AFMA) sent to the SFMD BOD regarding an extensive information request from the SFMD be added to the September 20, 2017 BOD agenda. Director House would like the Board to make to either direct staff to process the request from AFMA or to direct staff to respond to AFMA stating the SFMD would not be taking the necessary steps to join the Authority at this time.

**Financial Impact:**
N/A

**Enclosure(s):**
AFMA Letter to the Board

**Recommended Motion:**

“Motion to direct staff to process the request made by the Arizona Fire Medical Authority (AFMA) to provide extensive information regarding the Superstition Fire/Medical District for the prospect of possibly joining the AFMA.”

OR

“Motion to direct staff to draft a letter addressed to the Arizona Fire Medical Authority (AFMA) stating that the Superstition Fire/Medical District would not be processing their request for extensive information at this time, also stating the JPA/Merger/Consolidation committee is researching alternate avenues regarding JPA’s, mergers, and consolidations before any decisions will be made.”
September 5, 2017

Jeff Cross, Board Chairman
Superstition Fire & Medical District
565 N. Idaho Road
Apache Junction, AZ 85119

Dear Chairman Cross,

Over the past month, the staff at Arizona Fire & Medical Authority (AFMA) has been communicating with Superstition Fire & Medical District (SFMD) Fire Chief, Mike Farber, and local labor leader, John Walka, concerning potential partnership opportunities. On behalf of AFMA Board of Directors, I would propose that we formalize the process of determining whether a partnership between SFMD and AFMA would best serve the interests of our respective organizations and the communities we serve.

It is our understanding that SFMD has established a committee to identify and assess the viability of potential partnerships. As a Joint Powers Authority (JPA) formed pursuant to Arizona Revised Statutes §48-805.01, AFMA is seeking opportunities for strategic partnerships which result in the delivery of the highest quality services for our citizenry, fiscal responsibility and a competitive wage and benefit package for our personnel.

AFMA is a regional, non-contiguous JPA which serves a number of communities in both the East and West Valley. It is our experience that the principal benefits of a regional system are reduced costs, increased effectiveness, and an enhanced depth of resources. Through the consolidation of resources, streamlining of overhead and a partnering in a regional protection system, all parties benefit. Determining whether SFMD and AFMA would see those benefits materialize is the purpose of this letter.

AFMA is proposing to proceed with a formal analysis of a partnership with SFMD which would determine whether joining AFMA would be in our combined best interest. The evaluation would be an objective, cost-benefit study to determine the feasibility of a partnering opportunity. The comprehensive examination conducted would include an assessment of the relevant financial, organizational and governance factors necessary to determine the likelihood of a “win-win” scenario for both SFMD and AFMA.

AFMA would conduct the analysis and provide SFMD with the results in a proposal format for the SFMD Board of Directors and staff’s consideration. AFMA anticipates the study would require approximately 60 days to complete. Before we proceed beyond the preliminary analysis work currently underway, I’d request an affirmative expression of interest from SFMD Board of Directors.
Jeff Cross, Board Chairman
Page 2

In closing, AFMA seeks to partner with high quality fire and EMS providers in order to leverage our combined resources for the benefit of our citizens and personnel. Enclosed with this communication, I have provided information concerning AFMA and the success we have achieved in developing partnerships in a regional fire and EMS delivery system. We look forward to your response.

Respectfully,

G. David Wilson
G. David Wilson, Board Chairman
Arizona Fire & Medical Authority

Enclosure

cc: Gene Gehrt, Board Clerk
    Todd House, Board Member
    Jason Moeller, Board Member
    Larry Strand, Board Member
    Mike Farber, Fire Chief
    AFMA Governing Board Members
GOVERNING BOARD MEETING – SEPTEMBER 20, 2017
AGENDA ITEM: 10
BOD#: 2017-09-15

AGENDA ITEM TITLE:
Discussion, presentation and possible approval of the 2017/2018 Operational Plan and possible adoption of Resolution 2017-08, formally adopting the 2017/2018 Operational Plan.

SUBMITTED BY:
Interim Fire Chief Mike Farber
Acting Administrative Director Anna Butel

BACKGROUND/DISCUSSION:
Interim Fire Chief Mike Farber will present the FY 2017/2018 Operational Plan to the Board.

FINANCIAL IMPACT:
N/A

ENCLOSURE(S):
Resolution 2017-08
*FY 2017/2018 Operational Plan under separate cover

RECOMMENDED MOTION:
"Motion to approve the Fiscal Year 2017/2018 Operational Plan and to adopt Resolution 2017-08 fully adopting the 2017/2018 Operational Report."

GO TO ITEM 11
RESOLUTION 2017-08
Superstition Fire and Medical District Medical
ADOPTING THE 2017/2018 OPERATIONAL PLAN


WHEREAS, the Board acknowledges the importance of having an Operational Plan each Fiscal Year to determine the strategic initiatives set for the year; and

WHEREAS, the Operational Plan continually has linkage to the SFMD Declaration of Ideals, the Code of Conduct, and the SFMD Strategic Plan;

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

That the Superstition Fire & Medical District Board of Directors fully adopts the 2017/2018 SFMD Operational Plan.

PASSED AND ADOPTED THIS TWENTIETH DAY OF SEPTEMBER, 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
Go to Item 12

Governing Board Meeting – September 20, 2017
Agenda Item: 11
BOD#: 2017-09-16

**Agenda Item Title:**
Discussion and update regarding the pay out of the Public Safety Personnel Retirement System (PSPRS) refund payments related to the Hall case.

**Submitted By:**
Interim Fire Chief Mike Farber

**Background/Discussion:**
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 (EE) contributions in excess of 7.65% of their wages. PSPRS has communicated that employers like the District are expected to fund the pay outs upfront, and then be reimbursed over time by withholding the normal bi-weekly payroll related contributions until the payout amount has been recovered.

On August 4, 2017, the District paid out the lump sum refunds to its affected sworn employees in the total amount of $895,391.56.

The District started withholding its normal per pay period contributions to PSPRS starting with the July 14th payroll to recover the lump sum payment amount. As of this Board meeting, the District’s remaining balance to recover is $430,467.97. At the current pace, the total amount of the initial lump sum payments should be recovered as of the November 17th payroll.

The interest component of the Hall case payout is still pending, as the courts have yet to rule on the interest rate to use for the pre and post payment periods

**Financial Impact:**
N/A

**Enclosure(s):**
N/A

**Recommended Motion:**
N/A
Governing Board Meeting – September 20, 2017
Agenda Item: 12
BOD#: 2017-09-17

**Agenda Item Title:**
Discussion regarding Policy 101.03 Smoking and Policy 102.46 Arizona Safe Haven for Newborn Infants brought forth to the Board to be approved at the October 18, 2017 meeting as stated at the August 16, 2017 meeting – BOD #2017-08-11.

**Submitted By:**
Board Clerk Gene Gehrt
Acting Assistant Chief Rich Mooney

**Background/Discussion:**
At the August 16, 2017 meeting, the Board agreed to have policies added to the monthly agendas – they will then have one month to study / make changes. The policies will then be added to the next month’s agenda for approval.

The policies included this month that will be approved in October are Policy 101.03 – Smoking and Policy 102.46 – Arizona Safe Haven for Newborn Infants.

**Financial Impact:**
N/A

**Enclosure(s):**
Policy 101.03 – Smoking
Policy 102.46 – Arizona Safe Haven for Newborn Infants

**Recommended Motion:**
N/A
Purpose
The Superstition Fire & Medical District (SFMD) recognizes it is poor practice to attempt to prohibit employees from partaking in legal activities while off-duty; however we encourage all personnel to adopt a healthy lifestyle which may include abstaining from tobacco products. This policy outlines requirements to prohibit smoking in SFMD buildings, property and vehicles.

Policy
A. Smoking is prohibited in all SFMD facilities, fire stations, district properties, and district vehicles.

B. All workplace areas shall be smoke-free. Smoke-free is defined as: “no tobacco or other plant smoke and freedom from inhaling environmental tobacco smoke (ETS) or passive smoke, including secondhand smoke generated by an active smoker or side stream smoke or fumes from any such burning material, device or ashtray that continues to emit such tobacco smoke or fumes from lighted or extinguished smoking materials.”

C. Smoking is prohibited in all conference rooms, meeting rooms, classrooms, lunchrooms, employee lounges, restrooms, and waiting areas, including hallways, and stairways.

D. E-cigarette usage is also prohibited in all district facilities and vehicles.
   a. For the purpose of this policy, an “E” cigarette means:
      1. An electronic cigarette.
      2. An electronic nicotine delivery system (ENDS).
      3. A personal vaporizer.

Enforcement
Employees observing a customer or another employee smoking should politely inform them that the facility is designated “smoke-free” and ask them to step outside. The supervisor in charge should be informed of situations of non-cooperation.

Smoking Cessation
The US Surgeon General has said, “Smoking cessation [stopping smoking] represents the single most important step that smokers can take to enhance the length and quality of their lives.”

It’s hard to quit smoking, but you can do it. To have the best chance of quitting and staying a non-smoker, you need to know what you’re up against, what your options are. Click here for help or call Human Resources for more information.
Board Approval:

_________________________       _______________________
Gene Gehrt, Board Clerk               Date

BOD #:________________________
Purpose
The Superstition Fire & Medical District (SFMD) is providing procedure that adheres to A.R.S. §13-3623.01 “Safe Haven for Newborn Infants.” The procedure will provide a detailed process for the accepting of an unwanted infant or child at any fire district facility.

Definitions
A. A person is not guilty of abuse of a child pursuant to A.R.S. §13-3623.01, subsection B solely for leaving an unharmed newborn infant with a safe haven provider.

B. If a parent or agent of a parent voluntarily delivers the parent's newborn infant to a safe haven provider, the safe haven provider shall take custody of the newborn infant if both of the following are true:
   1. The parent did not express an intent to return for the newborn infant.
   2. The safe haven provider reasonably believes that the child is a newborn infant.

C. The safe haven provider shall report the receipt of a newborn infant to child protective services of the department of economic security as soon as practicable after taking custody of the newborn infant. Child protective services shall report the number of newborn infants delivered to safe haven providers pursuant to section A.R.S. §8-526.

D. A parent or agent of a parent who leaves a newborn infant with a safe haven provider may remain anonymous, and the safe haven provider shall not require the parent or agent to answer any questions. A safe haven provider shall offer written information about information and referral organizations.

E. A safe haven provider who receives a newborn infant pursuant to this section is not liable for any civil or other damages for any act or omission by the safe haven provider in maintaining custody of the newborn infant, if the safe haven provider acts in good faith without gross negligence.

F. This section does not preclude the prosecution of the person for any offense based on any act not covered by this section.

G. For the purposes of this section:
   1. "Newborn infant" means an infant who is seventy-two hours old or younger.
   2. "Safe haven provider" means any of the following:
      (a) A firefighter who is on duty.
      (b) An emergency medical technician who is on duty.
(c) A staff member at a health care institution that is classified by the department of health services pursuant to section A.R.S. §36-405 as a hospital or an outpatient treatment center.
(d) A staff member or volunteer at any of the following that posts a public notice that it is willing to accept a newborn infant pursuant to this section:
   (i) A private child welfare agency licensed pursuant to title 8, chapter 5, and article 1
   (ii) An adoption agency licensed pursuant to A.R.S. §8-126.
   (iii) A church. For the purposes of this item, "church" means a building that is erected or converted for use as a church, where services are regularly convened, that is used primarily for religious worship and schooling and that a reasonable person would conclude is a church by reason of design, signs or architectural or other features.

Policy/Procedure
1. The SFMD employees will accept possession of any infant or child.
2. SFMD personnel will inquire about any medical conditions that the infant or child may have, but any information shared by the parent/agent is voluntary.
3. The appropriate police agency shall be notified and dispatched to the district facility.
4. SFMD personnel will contact the Mesa Alarm Room 480-644-2640 for an incident number and ensure that a fire and rescue unit is assigned.
5. SFMD medical personnel will assess the baby and document as if on any other medical emergency.
6. SFMD personnel will contact the on-duty PIO and BC.
7. SFMD personnel will contact child protective services of the department of economic security.
8. If necessary, SFMD personnel will transport the infant to the nearest appropriate facility.

Documentation
The Patient Care Report will include all the necessary documentation needed.
- Times (specifically the time the baby or child was relinquished).
- Assessment/condition of the infant.
- Medical history (if provided).
- Birthday (if provided).
- Disposition.
Summary
As it pertains to A.R.S. §13-3623.01, the fire station is an approved Safe Haven drop off site. Any person working at the facility may accept the infant under the following conditions:

- The infant must less than 72 hours old
- The infant must show no signs of being physically harmed.
- The parent must indicate they do not plan to return for the infant.
- The infant must be transported immediately to the emergency department.
- SFMD personnel must ask the person relinquishing the baby if they are willing to provide pertinent information.
- Even if a child appears to be more than three days old, follow the same procedure as you would for the newborn infant.

No SFMD employee will turn any infant or child away that is given to a district employee, even if it does not adhere to A.R.S. §13-3623.01.

Board Approval:

_________________________  __________________________
Gene Gehrt, Board Clerk     Date

BOD #:_____________________
Governing Board Meeting – September 20, 2017
Agenda Item: 13
BOD#: 2017-09-18

**Agenda Item Title:**
Discussion and possible direction to staff regarding Policy 102.16 Earned Leaves and Policy 102.34 Separation of Service, as it pertains to reduction of workforce.

**Submitted By:**
Board Chairman Jeff Cross

**Background/Discussion:**
Board Chairman Jeff Cross requested this item be added to the agenda to possibly give direction to staff regarding Policy 102.16 Earned Leave – specifically speaking about Sick Leave Buy-Out and 102.34 Separation of Service – specifically speaking about reduction in workforce.

**Financial Impact:**
TBD

**Enclosure(s):**
N/A

**Recommended Motion:**
TBD
Governing Board Meeting – September 20, 2017
Agenda Item: 14
BOD#: 2017-09-19

**Agenda Item Title:**
Discussion and possible approval of a Memorandum of Understanding (MOU) between Superstition Fire & Medical District and Superstition Fire & Medical Firefighters Chapter of Local 2260 and adoption of Resolution 2017-09.

**Submitted By:**
Interim Fire Chief Mike Farber
Labor VP John Walka

**Background/Discussion:**
The MOU has been vetted between the SFMD’s Senior Leadership and Labor representatives. The latest version is a result of a collaborative efforts between labor and management.

This MOU agreement outlines roles and responsibilities of the fire chief, management, and labor. In addition, the MOU ensures salaries, benefits, and policies and procedures that are in effect at the time of the MOU through the time it is in effect.

**Financial Impact:**
TBD

**Enclosure(s):**
MOU – New Version
Approved Meet & Confer

**Recommended Motion:**
TBD
MEMORANDUM OF UNDERSTANDING
September 20, 2017 - June 30, 2018

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

Article 1- Rights

Section 1.1- Nondiscrimination and Affirmative Action
Section 1.2- Rights of Management
Section 1.3- Rights of the Employee Organization
Section 1.4- Rights of the Unit Members
Section 1.5- Delivery of Service
Section 1.6- Prohibition of Strikes and Lockouts

Article 2- Grievance, Appeals, Labor - Management

Section 2.1- Grievance Procedures
Section 2.2- Labor Management Relations
Section 2.3- Labor Management
Section 2.4- Labor Management Process

Article 3- Staffing, Compensation, and Wages

Section 3.1- Staffing
Section 3.2- Wages
Section 3.3- Acting Pay
Section 3.4- Temporary Promotion
Section 3.5- Assignment Pay
Section 3.6- Special Leaves

Article 4- Hours of Work, Working Conditions

Section 4.1- Hours of Work
Section 4.2- Work Trades
Section 4.3- Filling Vacancies
Section 4.4- Seniority
Section 4.5- Conversation of Pay Rate and Earned Leave Accrual
Section 4.6- Compensation and Certification

Article 5- Benefits

Section 5.1- Holiday Payment
Section 5.2- Vacation Accrual
Section 5.3- Sick Leave Accrual
Section 5.4- Earned Leave Buyout (ELBO)
Section 5.5- Additional Vacation Leave
Section 5.6- Uniform Allowance
Section 5.7- Industrial Leave
Section 5.8- Industrial Leave Benefits
Section 5.9- Deferred Compensation
Section 5.10- Tuition Reimbursement
Section 5.11- Light Duty Assignment
Section 5.12- Personnel File

Article 6- Health Benefits
Section 6.1- Healthcare and Ancillary Benefits
Section 6.2- Health and Welfare

Article 7- Miscellaneous
Section 7.1- Saving Clause
Section 7.2- Reduction in Workforce
Section 7.3- Pay and Benefits
Section 7.4- Recall / Reemployment
Section 7.5- Term and Effect of Memorandum

Meet and Confer Resolution 2009-02
PREAMBLE

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

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

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

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

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

RECOGNITION

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

ARTICLE 1: RIGHTS

Section 1.1: Nondiscrimination and Affirmative Action

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

Section 1.2: Rights of Management

The following are illustrative of rights of management and are not to be construed as being all inclusive. The District will maintain the right of determination as to the purpose of each of its Districts, agencies, boards and commissions, and will set standards of service to be offered to the public and shall exercise complete control and discretion over its organization. Any rights, powers and authority the District had prior to entering into this MOU are retained by the District except as expressly provided for in this MOU.
A. The Employee Organization recognizes that the District and the Fire Chief retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the Fire District’s service delivery activities are conducted, managed, and administered, and the Employee Organization recognizes the exclusive right of the Chief to establish and maintain departmental policy and procedures for the administration of the Fire District during the term of this MOU provided that such rules and procedures do not violate any of the provisions of the MOU.

B. Except as otherwise specifically provided in this MOU, the District and the Fire Chief retain, without qualification, all rights and authority to which, by law and policy, they are entitled.

C. The District and the Fire Chief have the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the District subject to the terms of this MOU.

D. It is understood by the parties that not every incidental duty connected with operations of the District is enumerated in job descriptions, nor may it be specifically described; nevertheless, it is intended that all such duties shall be performed by the employee when asked. The District and the Fire Chief shall determine and establish methods and procedures by which duties are performed, subject to the terms of this MOU.

E. The Fire Chief and Senior Staff reserve the right to discipline or terminate members for just cause in accordance with Superstition Fire & Medical District policy or this MOU. Such decisions may be subject to the Grievance Process.

F. The District and the Fire Chief shall have the right to transfer members within the District in a manner most advantageous to the District subject to terms of this MOU.

G. The District shall have the authority to affect re-organizations of the District. However, any such reorganization shall be discussed with the Labor-Management team prior to implementation.

H. The Employee Organization recognizes that the District has statutory rights and obligations in contracting for matters relating to District operations.

I. The District will direct its employees, take disciplinary action, relieve its employees from duty for legitimate reasons, determine whether goods and services shall be produced or provided by District employees, purchased or contracted for, and determine the methods, means, and personnel by which the District’s operations are to be conducted.

J. The District will take all necessary actions to maintain uninterrupted service to the community.

K. The Fire Chief shall consult with the Employee Organization about the direct consequences that decisions on any of the foregoing matters may have on wages, hours, and working conditions.

L. The District will determine the overall goals, objectives and policies affecting District programs.

M. The District will determine the size of the District’s workforce, its organization, functions, duties, amount of supervision and organization and will direct, appoint, employ and assign officers, agents and employees of the District and determine the standards thereof.

N. The District will determine the location of District facilities, including the establishment or relocation of buildings, divisions or subdivisions, and the relocation or closing of offices, District’s divisions or subdivisions, buildings or other facilities.

O. The District will determine the financial policies, including all accounting procedures and all matters pertaining to finance.
P. The District will direct, supervise, and evaluate the District’s units, programs, functions and services of the District.

Q. The District will classify the various positions of the District, develop and determine levels of staffing and training, and prescribe duties and standards of productivity and adopt reasonable rules and regulations for acceptable conduct.

R. The District will authorize, assign and apportion overtime, including authorization for any full, part-time or contract labor.

S. The inherent rights of the District and the Fire Chief, including those herein specifically referred to, which are not modified or restricted by the provisions of this MOU are not, in any way directly or indirectly, subject to the Grievance Procedure outlined in the District’s Policy Manual.

T. While the aforementioned outline the exclusive rights of the District, the Fire Chief and Senior Staff shall endeavor in good faith to include the Employee Organization in critical decisions related to the above conditions.

U. Nothing herein shall be construed to diminish the rights of the District as outlined in Resolution 2009-02.

Section 1.3: Rights of the Employee Organization

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

A. The Chapter Vice President and Chapter Executive Board members may be authorized in advance in writing to engage in the Employee Organization related activities, including Unit Member representation, district committees, and meetings, with full pay during duty hours, at the discretion of the Fire Chief as to not interfere with the efficient and economical delivery of emergency services.

B. The Chapter Vice-President and Executive Board of the Superstition Chapter of the Local 2260 shall have participation with the Fire Board of Directors in the hiring and/or appointment process and selection of a Fire Chief for the Superstition Fire & Medical District. The Chapter Vice President and the Executive Board shall make a recommendation to the Fire Board of Directors, after the process, as representatives of the Labor Group. The Fire Board of Directors shall have the final decision in the selection process.

C. The District shall furnish to the Employee Organization, on request, a listing of the Employee Organization’s members on District payroll deduction in July and January during the term of this agreement indicating name, mailing address, and job assignment. The Employee Organization agrees to use this list solely for purposes of communicating with Employee Organization members and will not share this information with other individuals or organizations.

D. The District shall deduct from each bi-weekly paycheck any Employee Organization dues, and/or other Employee Organization specified deductions, after signed and completed forms are provided to the human resources department by the individual employee; except, however, that such deduction shall be made only when the employee’s earnings for that pay period are sufficient after other legally required deductions are made. The Employee Organization may request a change in dues or deductions to bi-weekly paychecks during the term of this Memorandum of Understanding. However, any changes to dues, deductions, or contributions must have signed and completed forms from each employee confirming authorization of change in deduction. The
District will provide the Employee Organization with deductions elected to be given by employee to union groups bi-weekly with each paycheck either through check or electronic deposit.

E. The District will provide the Employee Organization, upon request, non-confidential and readily available information concerning the Employee Organization that is necessary to Employee Organization representatives for negotiations, and is not otherwise available to the Employee Organization, such as personnel census, employee benefit data, and survey information. Such requests shall be made in writing through the Fire Chief. Any unusual costs incurred by the District in connection with this section shall be borne by the Employee Organization.

F. The Employee Organization will be allowed up to four (4) hours to make presentations to new Firefighter-Recruits regarding the Employee Organization. During such presentations, Employee Organization representatives will not discuss information that is abusive of any person or organization or disruptive of the Districts operation.

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

A. Unit Members shall have the Employee Organization serve as their meet and confer representative without discrimination based on membership or non-membership in the Employee Organization or any other organization.

B. Unit Members have the right to be represented or not to be represented by the Employee Organization in dealings with the District concerning grievances and matters pertaining to their individual employment rights and obligations.

C. At their request, Unit Members will have the right to a representative when requested during any disciplinary meeting or when being asked to sign a Performance Improvement Plan.

D. The Fire District will make every reasonable effort to allow time for the representative to support a Unit Member where doing so will not negatively impact emergency service delivery.

E. Discipline, for purposes of this section, include; written reprimands, disciplinary probation, suspension, involuntary demotion and termination.

F. All Unit Members shall retain the right to represent themselves at disciplinary meetings, during investigations, for grievances, at hearings, and for any other employee/employer issues.

G. Disciplinary meetings do not include an interview of a Unit Member during the normal course of work to include, fact-finding, coaching and counseling, informal verbal admonishment or other routine or unplanned contact with a supervisor.

H. For the purposes of this section, “fact-finding” is defined as a meeting intended to determine facts or the accuracy of information.

I. Unit Members have the right to a representative for investigations where the Unit Member is the principal focus of the inquiry. Such representation may not unreasonably delay the scheduled date and time of meetings related to the investigation.

J. Disciplinary Review Board shall be comprised of (1) Labor representative, (2) Management representative, and (1) Civilian representative. Labor shall be a voting member of the Disciplinary Review Board.

K. All Unit Members shall have the right to join or not join the Employee Organization. Employees have the right to participate on behalf of or engage in activities on behalf of a Union and have the
right to refrain from such activity. Employees shall be free from any interference, restraint, or coercion by any employee, supervisor, or manager for or against the Employee Organization.

L. Violations of Unit Members rights described in Paragraph K of this section by any District employee may result in disciplinary action up to and including termination. Violations of employees’ rights described in Paragraph K of this section by officials, officers or agents of the Employee Organization may also result in decertification of the Employee Organization by the SFMD Governing Board of Directors.

M. When asked to do so, the Employee Organization must equally and fairly represent all Unit and civilian members.

Section 1.5: Delivery of Services

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

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

Section 1.6: Prohibition of Strikes and Lockouts

A. The Employee Organization pledges to maintain unimpaired Fire Fighting, Emergency Medical Services, and related support services as directed by the Fire Chief. It shall not cause, condone, counsel or permit its members or Unit members, to strike, fail to fully and faithfully perform their duties, slowdown, disrupt, impede or otherwise impair the normal functions and procedures of the District.

B. Should any Unit member(s) of the Executive Board during the terms of this MOU, and until such time that is expressly and legally rescinded, breach the obligations of paragraph A, the Fire Chief or his designee shall immediately notify the Chapter Vice President that a prohibited action is in progress. The International Association of Firefighters shall immediately disavow said strike or other prohibited action and shall endeavor in good faith to cause such employees to immediately return to work and/or cease the prohibited activity or, alternatively accept the responsibility for the strike or prohibited activity.

C. There shall be no lockout by the District during the terms of the MOU.

D. Unit Members found in violation of this section shall be subject to disciplinary action up to and including termination.
E. The Employee Organization may be subject to decertification by the SFMD Governing Board of Directors for violations of Paragraph A of this section.

ARTICLE 2: GRIEVANCE/APPEALS/LABOR-MANAGEMENT

Section 2.1: Grievance Procedures

A. Employee grievances shall follow SFMD Volume I Policy 102.30 Grievance Procedure.

B. Matters subject to a formal grievance proceeding are eligible for an appealing hearing. All appeals shall follow SFMD Volume I Policy 102.31 Appeal Hearing.

Section 2.2 Labor-Management Relations

A. The Superstition Fire & Medical District has a proud history of employees and administration working for the betterment of the fire district, its employees, and the service we provide our community. The District’s administration and Employee Organization both believe that our pool of shared knowledge, experience and understanding is deepened through a Labor/Management process that provides for greater transparency, communication, and fiscal responsibility.

B. The Labor Leadership Group is not intended to co-manage the organization, rather its intent is to collaborate on organizational issues including wages, benefits and working conditions for the betterment of the organization and the community we serve.

Section 2.3: Labor-Management

A. There shall be a Labor and Management Group consisting of six (6) representatives of the Firefighters Association (Chapter Vice President and five (5) members of the Executive Board) and representatives from the District (Fire Chief and members of the Senior Leadership Team). The purpose of the group is to facilitate improved Labor-Management relations by providing a forum for discussion of challenges and mutual concerns which may include new District programs or substantial modifications of existing programs, policies and procedures that could impact work schedules, duties, safety, compensation and/or benefits.

B. The SFMD Labor-Management team meets the second Wednesday of each month, and as-needed, to discuss District policies, programs, and strategic planning as well as wages, benefits and working conditions of unionized employees. The Labor Management team shall meet no less than quarterly.

C. The Employee Organization representatives and District representatives shall in advance of a meeting provide each other with proposed agenda.

D. The Labor Management team may be supplemented by additional members for specific agenda items when agreed upon before the meeting.

E. The Labor Management team may assign additional teams as necessary. Each team will consist of at least one (1) representative of the Employee Organization and one (1) representative of Management. The Labor Management team recognizes the value of District teams and committee’s as a cornerstone of a healthy Labor-Management system. The following committees are formally recognized by the Labor-Management group. These include, but are not limited to:
Section 2.4: Labor Management Process

With regard to the Labor/Management process, the term “Labor Management Team” shall refer to a single member of management paired with a single member of Labor. “Labor Management Group” shall refer to members who participate in monthly meetings held the second Wednesday of each month. “Steering Committee” shall refer to the team comprised of the Fire Chief and the Chapter Vice President. In the event the Chapter Vice President is a member of the Senior Leadership Team (SLT), the SLT may function, within this model, as the Steering Committee.

The Senior Leadership Team, may be comprised of the Fire Chief, Assistant Chiefs, Administrative Director and the Chapter Vice President or his designee.

The process:
A. The committee makes a recommendation or identifies an issue. Moves the recommendation to the Labor Management Team.
B. The Labor Management Team evaluates the recommendation and shall either approve, disapprove, or refer the recommendation back to the Committee or up to the Labor Management Group for presentation from the Committee Chair to the Labor Management Group.
C. The Labor Management Group shall approve, disapprove, or refer the recommendation to the SLT/Steering Committee who shall approve, disapprove, or refer the recommendation back to either the Labor Management Group or Committee.
D. Decision shall be sent to Committee.
E. May be subject to approval by the Board of Directors.

ARTICLE 3: STAFFING/COMPENSATION/WAGES

Section 3.1: Staffing
A. The District and the Employee Organization acknowledges that the safety and security of the community we serve, as well as the employees that serve them, are the highest priority to this District. Therefore, the District acknowledges that every effort shall be made to decrease the
future practice of Compromised Staffing. The District and the Employee Organization will endeavor to decrease Compromised Staffing by 20% during the duration of this MOU.

i. Compromised Staffing: (3) personnel on Engine and Ladder Companies.

ii. Constant Staffing: (4) personnel on Engine and Ladder Companies.

B. Engines and Ladders are staffed with a minimum of a Captain, Engineer, and (2) Firefighters; or those who are qualified to “act” into these positions. A minimum of (2) personnel shall be paramedics (ALS).

C. If a vacancy lasts more than (4) hours and cannot be filled, every attempt should be made to keep the ladder companies staffed at (4) personnel.

D. A maximum of (3) companies (Engine) may reduce to (3) personnel when; a total of (6) companies are in service. A maximum of (2) companies (Engine) may reduce to (3) personnel when; a total of (5) companies are in service.

E. Short term vacancies on four person Engine or Ladder Companies may not be filled with overtime unless it is necessary to maintain command, operational and/or ALS status. These units may operate with (3) personnel for up to (4) hours.

F. Every attempt shall be made for compromised units to have at minimum (2) paramedics and a Captain or a Unit Member qualified to “act”.

Section 3.2: Wages

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

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

Pay Scale:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Range Number</th>
<th>Start</th>
<th>6 Months</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighter</td>
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<td>$47,083.85</td>
<td>$49,438.09</td>
<td>$51,909.99</td>
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<tr>
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<td>$70,116.94</td>
<td>$73,622.79</td>
<td>$77,303.93</td>
<td>$81,169.13</td>
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<tr>
<td>Battalion Chief / Division Chief</td>
<td>57</td>
<td>$94,299.49</td>
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<td>$103,965.19</td>
<td>$109,163.45</td>
<td>$114,621.62</td>
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</tr>
</tbody>
</table>

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

A. Acting (out-of-class) pay will be administered according to Policy 102.48. When an employee works in an acting capacity for 10 or more consecutive shifts the employees base rate of pay shall increase by a minimum of 5% or adjusted to Step 1 of the position to which they are assigned, for
the duration of the acting assignment. This adjustment shall be retroactive to the first shift of the assignment.

B. An employee working an acting assignment on a reasonably regular but non-consecutive basis, shall receive out-of-class compensation for the duration of the assignment if they work at least 480 hours in a 6-month period. If this occurs, the employee’s compensation shall be retroactive to the first day of the acting assignment with in the calculated 6-month period.

C. This policy applies to all employees with exception of the Fire Chief.

Section 3.4: Temporary Promotion

A. If a vacancy is expected to extend beyond 10 shifts, 30 days, or to meet a special need, the Fire Chief or his designee may temporarily promote an employee.

B. From the effective date of the temporary promotion, the employees’ base rate of pay shall be increased by a minimum of 5%, or adjusted to Step 1 of the position to which they are assigned, whichever is greater. This adjustment shall be retroactive to the first day of the assignment and remain for the duration of the assignment. Temporary promotions will be administered in accordance with Policy 102.48. A.

Section 3.5: Assignment Pay

A. Paramedic (F/T Public Safety Only) - $7,500 (on top of base salary)

B. Technical Rescue Team (TRT) Incentive - $1,800 (on top of base salary)

C. BSO – 2.5% - (on top of base salary)

D. SCBA Tech - 2.5% (on top of base salary)

E. Educational Incentives (F/T Employees Only)
   i. Certificate of Completion: $600 (on top of base salary)
   ii. Associate's Degree (or higher): $1,200 (on top of base salary)

Section 3.6: Special Leaves

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

ARTICLE 4: HOURS OF WORK/WORKING CONDITIONS

Section 4.1: Hours of Work

The SFMD recognizes a 48/96 schedule, otherwise known and referred to herein as 48/96. The normal work week will average approximately fifty six (56) hours consisting of a combination two (2) consecutive twenty four (24) hour shifts on duty and four (4) consecutive twenty four (24) hour shifts off duty. The 48/96 work schedule will remain consistent with SFMD Volume I Policy 102.11: Work Criteria - Public Safety/Shift Assignments.
A. Duty hours for Unit Members assigned to Emergency Services, excluding forty (40) hour assignments, will be paid bi-weekly based on averaged hours worked in the pay period. Overtime will be paid based on actual hours worked.

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

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

**Section 4.2: Work Trades**

Shift personnel may engage in work trades with other employees. Work trades are arrangements between employees, reviewed and approved by the Captain and Battalion Chief, and are a privilege extended to employees. Work trades shall not qualify a Unit Member for overtime. Work trades will be managed in accordance with SFMD Volume I Policy 102.11 Work Criteria - Public Safety / Shift Assignments.

**Section 4.3: Filling Vacancies**

All vacancies in the classified service may be filled by transfer, promotion, demotion, employment, reinstatement, or from the appropriate employment list or other qualified applicants. Unit Members shall be given first consideration when filling a vacancy. This policy shall be consistent with SFMD Volume I 102.09 - Method of Filling Vacancies.

Suppression personnel vacancies created by termination, retirement, promotion, or demotion shall be filled by means of hiring or promotion. Consideration may be given to operational need.

**Section 4.4: Seniority**

Upon original appointment to employment with the SFMD an employee's seniority will be computed from the hire date. This shall be consistent SFMD Volume I 102.05 - Probationary Status.

A. The Fire District will utilize adjusted seniority when considering bid requests. For purposes of this section, adjusted seniority will be determined by adding consecutive years of sworn service with the District, added to years of service in their current rank, which provides Unit Members a point score.

B. Any Unit Member who voluntarily separates employment from the District, but is later rehired by the District, shall lose all adjusted seniority accumulated prior to separation. Unit Members who separate employment due to a reduction in workforce but who are rehired will retain any seniority they had prior to the reduction in workforce.

C. Any Unit Member who takes an unpaid leave of absence in excess of thirty (30) consecutive calendar days that is not covered by the Family Medical Leave Act (FMLA), Military Leave, or Arizona Victim’s Leave law shall not accumulate adjusted seniority for any time in excess of 30 days.
Section 4.5: Conversion of Pay Rates/Earned Leave Accruals

A. Employees that move from the 56-hour (or shift) work week to the regular 40-hour work week or from a 40-hour week to 56-hour (shift) week for any reason will have their pay and earned leave benefits converted accordingly.

B. Employees moving from a 56-hour to 40-hour schedule shall have their compensation adjusted to include a five and one half percent (5.5%) day differential to keep the employee “whole” for FLSA purposes.

C. All shifts worked outside of the forty (40) hour work schedule while an employee is assigned to a forty (40) hour work schedule shall be compensated at 1.5 times the employees fifty-six (56) hour base rate of pay.

D. Members assigned to forty (40) hour positions shall remain eligible for assignment pay (i.e. Paramedic, TRT, etc.).

E. Employees on the 40-hour work week will be eligible to work shift overtime as long as:
   i. The employee has the required qualifications.
   ii. The employee has worked in the position prior.
   iii. The shift work assignment does not interfere with their normal working hours.

F. Overtime will be distributed in accordance with Telestaff algorithms. Exception: Wildland deployments, Wildland backfill, Transportation Division backfill, and Special events.

Section 4.6: Compensation & Certification

A. Any hours worked beyond 112.31 hours in the work period will be paid as overtime.

B. Unit Members shall maintain all certifications required of their positions including but not limited to E.M.T., Paramedic, (including current ACLS, CPR), and TRT.

C. Failure to maintain required certifications may result in reimbursement by the Unit Member to the District for the District’s vested cost of said certifications when the Unit Member fails to endeavor to recertify the loss of certification and/or where the loss of certification creates disorder or disruption to the delivery of emergency services.

ARTICLE 5: BENEFITS

Section 5.1: Holiday Payment

Full time 56-hour employees are provided additional compensation equal to 12 hours of regular pay, when the employee works their normally scheduled shift on any of the 10 annual holidays listed below. As referenced in Policy 102.11, Work Criteria, employees covering a work trade do not receive Holiday Pay. The employee originally scheduled to work the holiday will earn the holiday pay incentive for that Holiday. This section will be administered in accordance with SFMD Volume I Policy 102.16 - Earned Leaves.
The District recognizes ten holiday days per year:

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

Section 5.2: Vacation Accrual

Vacation leave shall be earned and accrued from the date of full-time employment with the SFMD. Eligible employees accrue the appropriate number of hours of vacation leave based on their anniversary date. This benefit will be administered in accordance with SFMD Volume I Policy 102.16 - Earned Leaves. Full-time employees shall earn and accumulate vacation leave annually as follows: (hours per pay period / days annually).

<table>
<thead>
<tr>
<th>Months Service</th>
<th>Years Service</th>
<th>40-Hour/Civilians</th>
<th>56-Hour Public Safety and Civilians</th>
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<tr>
<td></td>
<td></td>
<td>Hours Per Pay period</td>
<td>Days Per Year</td>
</tr>
<tr>
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<td>3.97</td>
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<tr>
<td>+132</td>
<td>11+</td>
<td>8.40</td>
<td>21.84</td>
</tr>
</tbody>
</table>

Section 5.3: Sick Leave Accrual

Sick leave will be accrued as defined in SFMD Volume I 102.16 - Earned Leave.

A. PSPRS employees will accrue sick leave at a rate of 6.25 hour per pay period.

B. During pay periods of uncompensated leave employees will not accrue sick leave.
Section 5.4: Earned Leave Buy Out (ELBO)

At fiscal year’s end 56 hour employees will be paid for accrued (vacation) hours in excess of 450 hours (320 for 40 hour employees) The ELBO policy will be administered in accordance with SFMD Volume I 102.16 - Earned Leave.

A. Earned Leave Buy Out (ELBO) will be any vacation hours accrued in excess of the established cap.

B. Annual ELBO payouts for vacation leave will be calculated at the employee’s current hourly rate as of June 15th each year.

C. 56 hour employees must use a minimum of 72 hours of scheduled vacation per fiscal year. 40 hour employees must use a minimum of 30 hours of scheduled vacation per fiscal year.

D. Payment of any approved ELBO will occur in the paycheck closest to Mid-June each year.

At fiscal year’s end and upon retirement, employees will have their remaining (sick) hours purchased from them by the District. Sick leave buyout will be administered in accordance with SFMD Volume I 102.16 - Earned Leave.

E. The annual cap of accrued sick leave for PSPRS employees is 1,460 hours.

F. Annual sick leave buyout will be any sick hours accrued in excess of the established cap.

G. Annual board approved ELBO payouts for sick leave hours accrued over the established caps will be calculated at the employee’s current hourly rate as of June 15th each year. Payment of any approved ELBO will occur in the paycheck closest to Mid-June each year.

Section 5.5: Additional Vacation Leave

A. Formerly known as Floating Holiday, 56-hour employees will receive an additional 24 hours of vacation leave at the beginning of each fiscal year. This benefit will be administered in accordance with SFMD Volume I Policy 102.16 - Earned Leaves.

Section 5.6: Uniform Allowance

Unit Members will receive seven hundred dollars ($700) uniform allowance per fiscal year. Employee’s uniform balance will be managed by the Superstition Fire & Medical District accounting staff. Employees will be responsible to pay the contracted uniform vendor for any uniform items they wish to purchase above the provided annual amount. This benefit shall be administered in accordance with SFMD Volume I 102.13 - Uniform and Grooming.

Section 5.7: Industrial Leave / On the Job Injury

Industrial leave is defined as leave necessitated by an injury, illness or condition sustained as a direct result of employment with the Fire District, which requires treatment and/or recuperation as determined by a District authorized physician. Industrial leave is authorized through the State Industrial Commission. Industrial leave is not accrued, but is available through and in accordance with the Arizona Workers’ Compensation Law (Title 23, Chapter 6; Arizona Revised Statutes): All employers with one or more employees must carry Workers’ Compensation Insurance. This benefit shall be administered in accordance with SFMD Policy 105.01.
A. Coverage for all employees begins at time of hire. Workers’ Compensation coverage is subject to the terms and conditions of the law.

B. Job related injuries must be reported and documented with the employees’ immediate supervisor, absent extenuating circumstances, immediately, or as soon as reasonably possible following the accident or injury.

C. The Fire District has the right to request that an employee injured on the job seek medical assistance from a doctor of the Fire District’s choice.

D. While on industrial leave, no sick leave, vacation leave, compensatory leave, or any other paid leave will be charged to the employee.

E. While on industrial leave, the employee will remain in full-pay status accumulating all benefits due to him/her.

F. An employee may remain on industrial leave for 180 days at which time an evaluation will be made, upon the recommendation of a Fire District authorized physician as to whether the employee will be able to return to work performing the essential functions of their job, with or without a reasonable accommodation.

Section 5.8: Industrial Leave Benefits

A. If a compensable claim is processed through the current workman’s compensation fund, a check is issued to the employee it must be endorsed back to the Fire District each pay period. Failure to do so, may result in disciplinary action.

B. If the claim is determined to be non-compensable the employee may appeal the decision to the Industrial Commission of the State of Arizona for final disposition.

Section 5.9: Deferred Compensation

A. The District Deferred Compensation program shall be coordinated by a six (6) member committee comprised of three (3) members of the Fire District (1) Unit Member and the deferred compensation plan administrator and one (1) additional management designee.

B. The Deferred Compensation Committee shall maintain bylaws.

C. Unit Members must contribute a minimum of $61 per biweekly pay period to be eligible for the District contribution.

D. The District shall provide a maximum Deferred Compensation contribution of $61 per biweekly pay period to those who are eligible.

Section 5.10: Tuition Reimbursement

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

Section 5.11: Light Duty Assignments

The SFMD will attempt to accommodate all employee’s request for a light duty assignment for employees who are not able to perform their normal duty assignments due to temporary injuries or illnesses, which have occurred on or off duty. Preference will be given to employees sustaining on-duty injuries.
Administration of light duty assignments will be done in accordance with SFMD Volume I 102.14 - Injury Leaves and Light Duty Assignment.

Section 5.12: Personnel File

A. Employees who have received disciplinary action may request an addendum to disciplinary action from their supervisor after one (1) year provided they have received no further disciplinary action.

B. The supervisor shall prepare an *Addendum to Disciplinary Action* as requested if the employee has not exhibited any of the performance or behavioral problems addressed in the initial disciplinary action.

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

ARTICLE 6: HEALTH BENEFITS

Section 6.1: Healthcare & Ancillary Benefits (Cafeteria Plan)

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

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

Section 6.2: Health & Welfare

A. Vaccinations and Inoculations: The District will provide at no cost to Unit Members, Hepatitis B, Influenza (when available), Tetanus, TB screenings and any other vaccinations recommended by the CDC, OSHA, and NFPA for first responders. Failure to follow standard procedures may result in costs at the employee’s expense.

B. Medical Examinations: The District will provide annual medical examinations in accordance with NFPA 1582.

C. Medical referrals resulting from wellness exams will not be at the District’s expense.
ARTICLE 7: MISCELLANEOUS

Section 7.1: Saving Clause

A. If any Article or Section of this MOU should be held invalid by operation of law or by a final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this MOU shall not be affected thereby.

B. Nothing contained in this MOU shall preclude the parties from being in compliance with the requirements of the American with Disability Act (ADA).

C. In the unlikely event that during the term of this MOU the Superstition Fire & Medical District experiences loss of revenues or legal requirements that if not resolved during the budget year would result in the layoff of District personnel, diminishment to pay and/or benefits of the Superstition Fire & Medical District’s workforce, or the serious curtailment of services provided to the citizens serviced by the Superstition Fire & Medical District, this MOU may be reopened for negotiations. The following provisions shall apply to this circumstance:

i. The Fire Chief shall notify the SFMD Governing Board of Directors that a fiscal emergency exists, and meet with the Chapter Vice President of the Superstition Chapter of UMFF Local 2260 to open the MOU.

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

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

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

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

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

vii. This section shall only apply if the general population of SFMD’s workforce is subject to the same or greater reduction of pay or benefits or resulting layoffs.
Section 7.2: Reduction in Workforce

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

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

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

B. When any work schedule modifications, reorganization, salaries or benefit reductions become necessary, the Fire Chief shall notify the Board of Directors. When a reduction in workforce becomes necessary the Fire Chief shall notify the Board of Directors as to the number of employees to be laid off. Employees shall be identified for layoff based on the layoff selection process, contained in the procedure section of this policy.

C. The Fire Chief shall give a thirty (30) calendar day’s notice to employees identified for layoff or elimination of their position.

D. Employees receiving notice of layoff may be laid off immediately, only if the member is paid for the 30 day period. Reduction in workforce / reorganization is non-grievable, except when the grievance is based on discrimination.

E. The initial layoff process will include each Assistant Chief evaluating their program management areas to determine where reductions or reorganizations can be made, while identifying critical operational needs for personnel and community safety. The evaluation shall be forwarded to the Operations Chief. The Fire Chief, Operations Chief and Representatives of the Labor Group shall discuss the reorganization prior to implementation. Final approval of affected classifications and numbers rests with the Fire Chief and the Fire Board.

F. All temporary employees shall be laid-off before part-time employees; part-time employees before full time probationary employees; and full time probationary employees before full-time non-probationary employees. Employees who have not completed their initial (entry) probationary period will not be eligible for recall rights or other layoff privileges.

G. For full-time positions, layoffs will be based on rank and seniority. Layoffs will be made first by selecting the least senior employee in the lowest rank, offering the least senior employee in the next highest rank a chance to demote to the lower rank.

H. Employees who have been reclassified as a result of a reduction-in-force action shall retain the salary of the position held prior to the reclassification. If this salary exceeds the range of the classification to which the employee was reclassified, the employee will receive a pay freeze until employee’s pay is within the range of their new classification.

I. Seniority shall begin on employee's most recent hire date to a regular full-time position. Any civilian employee hired to a Unit member position shall receive a new hire date. Seniority shall
not carry over seniority from a previous classification. Seniority for positions of rank shall begin on date of promotion, if more than one employee is promoted on the same date, adjusted seniority shall be used to determine seniority. Seniority encompasses the probationary period.

J. In the event a tie exists between two or more employees, the next consideration will be the person’s final overall promotional examination score or the member’s overall entrance exam score where applicable.

K. Seniority is defined as total consecutive years/months of District employment without a break in service. Active Duty Reserve military training will be considered consecutive service. Absences authorized under Policy 102.17, Special Leaves shall be considered continuous employment.

Section 7.2a: Pay & Benefits

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

B. Employees that have been recalled (within 2 years) retain their seniority from date of the layoff. Seniority time will not accumulate during the layoff period. Retirement service credits will not accumulate, due to a break in service.

C. An employee, separated through termination/layoff, may elect to withdraw, rollover, or receive monies from his/her deferred compensation plan account(s), as governed by the terms of those plans.

D. Separated employees and their immediate families shall continue to be eligible for services provided by the District’s Employee Assistance Program (EAP) for the period of three (3) months.

E. Employees in the group health plan are eligible for COBRA. Refer to Policy 102.04 Compensation and Benefits.

Section 7.3: Recall/Reemployment

A. Employees who leave the District in good standing may be considered for future re-employment for a period up to two (2) years. Employees who resign without two weeks’ notice, or who are dismissed for unsatisfactory performance or conduct, shall not be considered for re-employment.

B. In the event of rehiring to fill vacancies created by retirements, resignations or the availability to increase staffing, personnel will normally (but not necessarily) be recalled in the reverse order of the layoff process. Therefore, last out would normally be the first to be rehired.

C. Consideration shall be given to operational needs, employee classification and the employee’s ability to perform the job when selecting the re-hiring of personnel.

D. Employees on layoff status shall be placed on a recall list and will be eligible for recall for up to two (2) years or until the Fire Chief and SFMD Governing Board of Directors determines the layoff is permanent. After the two (2) year layoff period, an employee will no longer be eligible for recall and the layoff will be considered permanent.

E. If an employee chooses to remove his/her name from the recall list, the employee will forfeit the rights to be recalled. Employees on the recall list will be required to contact Human Resources to
keep the District updated with current home address and contact phone number within seven (7) calendar days of any changes. Failure to do so will eliminate all rights to be recalled.

F. Employees recalled shall be notified by certified or registered United States mail. An employee has 30 days to respond back to a recall notice by certified or registered United States mail, after receipt of the recall notice or its attempted delivery. An employee who does not respond to the notice during the specified time period will be removed from the recall list and will no longer have any recall rights.

G. Employees recalled to their former position shall be compensated at the rate of pay they would be entitled to had the layoff not occurred. If a recall places the employee in a higher level position than previously occupied, the employee will be paid in accordance with the provisions of the District’s promotion policy.

H. New employees will not be hired until all laid off employees have had an opportunity to be recalled in that job classification.

Section 7.4: Term and Effect of MOU

A. This MOU shall remain in full force and effect from September 20, 2017 until June 30, 2018, unless an intervening financial crisis or other such matter (specifically provided for in this MOU) should occur.

B. In the event the parties are unable to reach agreement on a new MOU, prior to the expiration of this MOU, the SFMD Governing Board of Directors and the Employee Association may extend this MOU by mutual agreement for the time period necessary to complete negotiations. All terms of this agreement shall remain in effect during continued negotiations.

C. The MOU may be renewable without further review or meet and confer if the Fire Chief, Chapter Vice President, and the SFMD Governing Board of Directors are in agreement.

D. Except as expressly provided in this MOU, the District shall not be required to meet and confer concerning any matter, whether covered or not covered herein to take effect during the term or extensions thereof.

E. This MOU supersedes any past practice and supersedes any previous agreement, verbal or written between parties hereto or between any of them and any employee(s) covered hereby.

F. It is intended by the parties hereto that the provisions of this MOU shall be in harmony with the rights, duties, obligations, and responsibilities which by law devolve upon the SFMD Governing Board of Directors, Fire Chief and the Employee Organization while these provisions shall be interpreted and applied in such manner.

G. The Employee Organization recognizes the powers, duties and responsibilities of the Fire Chief as set forth in District Policy and that pursuant thereto the Fire Chief has the authority to establish rules and regulations applicable to the operation of the Fire District and to the conduct of the employees and officers employed therein, subject to the provisions of this MOU.

H. This MOU references the SFMD Volume I Policy Manual of the District as approved by the Senior Leadership Team, Labor Management processes, and the Governing Board of Directors.

I. Revisions to the Policy Manual and Standard Operating Procedures pertinent to this MOU from this point on must have approval of the Fire Chief, Senior Leadership Team, and the Chapter Vice President. To not do so will be considered a violation and breech of this MOU.
J. In the event a dispute over the interpretation of any segment of this MOU arises, as a prelude to filing a formal breach of the MOU, the Employee Organization and the District will meet with the goal of developing a mutual agreeable clarification. Once agreed upon, the clarification will be signed by both parties and become an informational attachment of the MOU.

IN WITNESS WHEREOF, the parties have set their hands this 20th Day of September, 2017;

Superstition Fire & Medical District Board of Directors:

Mr. Jeff Cross, Board Chair

Mr. Gene Gehrt, Board Director (Clerk)

Mr. Todd House, Board Director

Mr. Jason Moeller, Board Director

Mr. Larry Strand, Board Director
Superstition Fire & Medical District:

__________________________________________
Mike Farber,  Fire Chief

IAFF United Mesa Firefighters Local 2260 – Superstition Chapter:

__________________________________________
John Walka,  Chapter Vice President

2017 SFMD Labor Management Team:
Mike Farber
Rick Ochs
Richard Mooney
Roger Wood
Anna Butel
John Walka
Paul Perkins
Jon Williamson
Chris Robson
Ryan Ledbetter
Trace Leggett
Jackie Anderson
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 17\textsuperscript{th} day of March, 2009 at the meeting of the Apache Junction Fire District governing board.

Board Chairman  

\[Signature\]

Board Clerk  

\[Signature\]

Board Member  

\[Signature\]

Board Member  

\[Signature\]

Board Member  

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

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
Agenda Item Title:
Executive Session for Legal Advice. The board may vote to go into executive session pursuant to ARS §38-431.03(A)(3) for discussion or consultation for legal advice with an attorney for the district as related to a personnel matter that was handled by Chief Ochs as Chief Farber removed himself from the chain-of-command on this matter.

Submitted By:
Legal Counsel Donna Aversa

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

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

Financial Impact:
N/A

Enclosure(s):
N/A

Recommended Motion:
“Motion to go into Executive Session at [State Time] pursuant to ARS §38-431.03(A)(3) for discussion or consultation for legal advice with an attorney for the District as related to a personnel matter that was handled by Acting Assistant Chief Ochs as Interim Chief Farber removed himself from the chain-of-command on this matter.”
Agenda Item Title:
Review, discussion, and possible action regarding Acting Assistant Chief Ochs’ handling of a personnel matter.

Submitted By:
Legal Counsel Donna Aversa

Background/Discussion:
Interim Fire Chief Farber removed himself from the chain-of-command regarding a personnel matter. With Chief Farber removed from the chain-of-command, the responsibility of the Fire Chief became the responsibility of Acting Assistant Chief Ochs. This matter is on the agenda in the event the Board desires to take action, although neither Staff nor Legal anticipate any action.

Financial Impact:
N/A

Enclosure(s):
N/A

Recommended Motion:
TBD
Agenda Item Title:
Executive Session for Legal Advice. The Board may vote to go into executive session pursuant to ARS §38-431.03(A)(3) for discussion or consultation for legal advice with an attorney for the District as related to FLSA and the District’s exempt employees.

Submitted By:
Legal Counsel Donna Aversa

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

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

Financial Impact:
N/A

Enclosure(s):
N/A

Recommended Motion:
“Motion to go into Executive Session at (State Time) pursuant to ARS §38-431.03(A)(3) for discussion or consultation for legal advice with an attorney for the District as related to FLSA and the District’s exempt employees.”
Governing Board Meeting – September 20, 2017
Agenda Item: 18
BOD#: 2017-09-23

**Agenda Item Title:**
Review, discussion, and possible action regarding FLSA and the District’s exempt employees.

**Submitted By:**
Legal Counsel Donna Aversa

**Background/Discussion:**
This matter is on the agenda in the event the Board desires to take action, although neither Staff nor Legal anticipate any action other than possibly confirming that the District’s Battalion Chiefs (BCs) are appropriately classified as exempt.

A complaint was brought forward questioning whether or not the District’s BCs are properly classified as exempt employees. The District classifies and assigns its BCs in the same manner as other professional Districts and Departments. In doing its due diligence and according to policy, the District retained an independent investigator who conducted interviews, conducted research, and prepared a report. The investigator recommended the District’s counsel and Senior Leadership Team further address the topic. Acting Assistant Chief Ochs has delved into this matter. In addition, Interim Fire Chief Farber and Donna Aversa have contacted Mesa regarding Mesa’s methodology.

**Financial Impact:**
N/A

**Enclosure(s):**
N/A

**Recommended Motion:**
TBD
Agenda Item Title:
New Business / Future Agenda Items

Submitted By:
Board of Directors

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

Financial Impact:
N/A

Enclosure(s):
N/A

Recommended Motion:
N/A
Governing Board Meeting – September 20, 2017
Agenda Item: 20
BOD#: 2017-09-25

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 – September 20, 2017
Agenda Item: 21
BOD#: 2017-09-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 – September 20, 2017
Agenda Item: 22
BOD#: 2017-09-26

Agenda Item Title:
Adjournment

Recommended Motion:
“Motion to adjourn the board meeting.”
Appendix A

A. Board Meeting Minutes from August 16, 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):
August 16, 2017 Board Meeting Minutes
Governing Board Meeting Minutes
August 16, 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, AUGUST 16, 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
   Clerk Gehrt called the meeting to order at 5:32 PM.

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

C. Roll Call
   Chairman Jeff Cross (telephonically), Clerk Gene Gehrt, Director Todd House, Director Jason Moeller (telephonically), 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 and Executive Assistant acting as Board Secretary Jasmin Jones were also present for the meeting.

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

   Motion by Director House to approve the July 2017 financial reports and bank reconciliations. Seconded by Director Strand.

   Vote 5 ayes, 0 nays. MOTION PASSED.

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

   Acting Assistant Chief Richard Ochs introduced newly promoted SFMD members Battalion Chief Brian White, Captain Tanner Fox and their families for the traditional badge pinning ceremony. Engineer Bryan Heun was not present because he was deployed on a Wildland fire.

   Chief Ochs presented Administrative Assistant Kelly Bartz with her 10 year service award.

   Chief Ochs read the list of August anniversaries Captain/Paramedic Andy Kuhn (28 years of service), Captain/Paramedic Jon Williamson (12 years of service), Transportation Services Manager Billy Warrant (2 years of service), and Payroll Clerk Lori Hlavin (2 years of service).

3. Call to the Public. (BOD #2017-08-n/a)
Charlie Fox (address redacted)
“Yes, I am Charlie Fox, I live in the District. I have two very simple requests. Would all of you please speak into your mics, a little closer? The other is, when you send out changes to the By-Laws would you highlight them, so Susan doesn’t have to read both copies all the way through for me to know what is happening. Thank you.”

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 Minutes from July 12, 2017
   C. Board Meeting Minutes from July 19, 2017
   D. Toshiba Multi-Function Copier/Printer Lease

   **Motion** by Director House to approve consent agenda items for August 16, 2017. **Seconded** by Director Strand.

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

Clerk Gehrt requested to pull the following items from the agenda:

   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)
   8. Discussion, consideration, and possible approval of the amendment 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 of 2017-07. (BOD #2017-08-07)
   17. Discussion and possible direction regarding the previously approved mechanic’s position. (BOD #2017-08-16)

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

   Interim Fire Chief Mike Farber introduced this item to the Board by summarizing the August 4, 2017 committee meeting. He stated that the committee discussed the differences between JPA, Mergers, and Consolidations. The JPA/Merger/Consolidation Committee will meet once a month for six (6) months to discuss what will occur in the future and will then brief the Board after each meeting.

   Chief Farber went on to say that he spoke to Mesa Fire & Medical, the City of Apache Junction and the Apache Junction Unified School District (AJUSD) on the possibility of creating a partnership for a Joint Purchasing Agreement (JPA). He stated he also spoke the City of Queen Creek about the possibility of handling their fleet services.

   Chief Farber met with Fire Chief Rob Biscoe from North County Fire & Medical District (NCFMD) as well and discussed the process NCFMD took to establish Arizona Fire & Medical Authority with Sun Lakes Fire and Wittman Fire. Chief Farber briefly discussed the Central Yavapai Fire & Medical Authority (CYFMA), they were one of the first in the State of Arizona to create a Joint Purchasing Agreement (JPA) with local school districts and other fire districts.

   Clerk Gehrt stated that he would like information from Districts that have already gone through the process, what they have done with it, what their successes have been, advantages, disadvantages, and lessons learned by going through the process. He went on to say, he doesn’t feel we are at the point where we can decide what option is best or what District the SFMD would include. Other comments from the Board included:
Director House
“I would like to say that it was a real good give and take between a lot of individuals there was a lot of good ideas put out. It was an honest and genuine effort to really analyze and look at the possibilities. So, I think everyone gave it for what it was worth and hope to continue to look at it that way because we want to make sure we exhaust all of our possibilities.”

Director Moeller
“I would like to echo what Todd said, we did have a lot of new information that we didn’t know beforehand and going forward for the next five months we are going to gather a lot more information and hopefully go down the path that you were speaking to, as far as not looking into doing it with anyone, just to say we did it with someone. But, to gather a lot more information to see if it is feasible and if it would be more beneficial if we did it on our own. So, the first meeting was very eye opening and informative and I hope that the next five are the same.”

Chairman Cross
“I just like your comments (Clerk Gehrt) to bring all the information to find out everything we can to find out if this is something we want to do.”

9. Presentation, discussion, and possible direction of a 3-year forecast for planning purposes. (BOD #2017-08-08) – Addendum B
Finance Director Roger Wood presented (Addendum B) this item to the Board, he stated that the forecast is a financial planning tool. The assumptions that are key drivers of the forecast are NAV, transports, transport rate, labor and benefit expense, and historical trending. Key items discussed were:

General (100) Fund
- General Fund is 98% property tax revenue, variations in the Net Assessed Value (NAV) will have significant impact on total revenue.
- Since Proposition 117 went into effect in FY 14/15, the NAV growth has been 1.35%, 2.05%, 1.46%, and 4.64%, for an average of 2.375%.
- Sun Lakes Fire District hired an outside consulting firm to estimate their NAV for period 2017-2025; their estimates were 5.7% in 2017 and 3.7% thereafter until 2025.
- North County Fire & Medical Authority is estimating 6.0% in 2017, 6.3% in 2018, 5.6% for years 2019-2022, and 5.7% thereafter until 2025.
- For this forecast for the SFMD, a conservative 3.0% NAV growth was used.
- Each 1.0% NAV change is worth approximately $130,000 over a 3-year period of the forecast.
- 100 Fund expenses are primarily wage & benefit related, making up 79.2% of the FY 17/18 budget. Operating expense make up 12.2%, and the financial reserve makes up the remaining 8.6%.
- Greatest risk for the District are PSPRS pension and employee benefits funding.
- The District has recently lengthened its PSPRS amortization period from 20 to 30 years to lessen the impact of recent significant unexpected increases in its employer contribution rate. Future increases are out of the control of the District.
- The average increase in the District’s PSPRS rate over 8 years (FY 10/11 – FY 17/18), is 1.58%.
- A 2.0% annual increase factor was used in the forecast for ER contribution rates
  - 25.88% (current)
  - 27.88% (FY 18/19)
  - 29.88% (FY 19/20)
  - 31.88% (FY 20/21)
- Attrition (cost of replacing sworn employees at various ranks Firefighter, Engineer, Captain, Battalion Chief, or Assistant Chief)
The cost analysis is that a departure at any given level is not a huge financial burden. The larger concern is the loss of institutional knowledge and experience.

- Over six years, the replacement cost for the ranks of Captain and below is approximately $10,000.
- Battalion Chief and Assistant Chief is approximately $20,000.
- The “savings” related to the new Tier 3 PSPRS retirement plan has proven to be far less than expected.

**Transport (150) Fund**

- Payer Mix from January 2016-July 2017, historically the District receives approximately $0.43 for every $1.00 billed for transport services:
  - Medicare 62.08%
  - Medicaid 19.78%
  - Commercial 10.33%
  - Self-Insurance 7.05%
  - Auto & Worker’s Comp 0.76%

- Timing of payments for transports varies from 1-12 months and ranges from 3% - 44% with the third month being the highest for collection rate. For the forecast a 3.0% growth in transports was assumed.

- The general rate increase was submitted to DHS on June 13, 2017. For the forecast a conservative increase of 3.0% was utilized.
  - The District can also apply for an automatic rate increase that DHS values each January. For 2017 the increase was 3.7%.

- The 150 Fund has several types of allocated costs from the 100 fund:
  - Facilities and Utilities related costs
  - Administrative Support

- It is estimated that the Transport Division will pay the following allocated costs:
  - $613,536 – FY 18/19
  - $633,300 – FY 19/20
  - $658,818 – FY 20/21

**Capital (200) Fund**

- November 2016 the Temporary Override Initiative was approved by voters allowing for a special assessment up to $0.25 per $100 of Limited Property Value for a maximum of 5-years.

- The District plans for future capital purchases through its Capital Replacement Schedule – a ‘living’ document that is updated and changed depending on the needs of the District.

**Debt (500 & 600) Funds**

- 20-year GADA bond was passed in 2006, the District continues to pay principal and interest until 2026 to fulfill the bond repayment.
  - Currently a special assessment of $0.22 per $100 of Limited Property Value towards the repayment.
  - The principal paid each year increases as the amount of the interest decreases, in FY 18/19, it is projected that the GADA Bond special assessment can be reduced to $0.18.
  - Future reductions may be possible in FY 20/21 and beyond.

**Summary**

- The 3-Year Forecast is meant to be a planning tool, that can be updated as the assumptions and facts change.

- The next relevant update should happen if the District is approved for the Transport Service general rate increase, which has the potential to significantly change the ability of the Transport Services Division to repay Capital (200) Fund for its initial investment to launch the ambulance services.
• The District’s financial health is stable and should improve over time as indicated in the increases of the General (100) Fund and Capital (200) Fund financial reserve balances.

Mr. Wood stated that the handouts that were given to the Board goes more extensively into the forecast (Addendum B). Comments from the Board were as follows:

Director House
“Roger, I think you did an excellent job, you obviously spent a lot of time on this. I see a lot of conservative estimates which I like which will keep us in good play, depending on how things work out in the future, you never know. It appears to me that you tapped out every single possibility, you looked at every possibility and have presented us with a really good figure as to what we can look at in the future. I appreciate all of the hard work and whoever got involved with you, because I know there was more involved than just you. This sets my mind at ease a little bit and that was one of my major concerns. To make sure we weren’t facing a cliff next year. I appreciate all of the hard work and energy you put into this and you actually rather extensively worked on this and I appreciate that.”

Clerk Gehrt
“I would like to echo that, you did a fantastic job and what we needed, it determines where we are at.”

Chairman Cross
“I would just like to reiterate, that I like that we have a working, living document now anytime that we discuss raises or benefits, or anything that is going to effect new hires. If it is going to effect the financial bottom dollar, we can go back to this living document and see how it changes over the years. I appreciate you taking the time and building that and I agree that I am sure you had help with this and I just want to reiterate that I appreciate you guys taking the time and building that and doing it so quickly and very thoroughly.”

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

Interim Fire Chief Mike Farber introduced this item to the Board affirming that the amendment to Resolution 2009-02 states the change to the District’s name (from AJFD to SFMD), it also addresses the correct posting time for budgets (from 30 to 20 days).

Motion by Director House to approve the amendment for Resolution 2009-02, Meet and Confer, with the amendment changes, updating the District name and updating the fiscal year budget posting requirements. Seconded by Director Strand.

Vote 5 ayes, 0 nays. MOTION PASSED.

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

Director House requested that Section 10(d)(4) – Role of the Fire Board, be updated to add as it pertains to agenda items.

Legal Counsel Donna Aversa will make the changes as stated.

Director House thanked Clerk Gehrt for all of this hard work on updating the Board By-Laws.

Motion by Director Strand to approve the SFMD Governing Board By-Laws with changes as previously stated, by Director House (sic Section 10(d)(4) – Role of the Fire Board, be updated to add – as it pertains to agenda items). Seconded by Director House.

Vote 5 ayes, 0 nays. MOTION PASSED.
12. Discussion, update, and possible approval of changing Policy 102.01, Updating and Revising Policy, SOG’s and Procedures. (BOD #2017-08-11)

Clerk Gehrt introduced this item to the Board, stating that this item was added per his request. The first step in the process for the Board to approve policies is to update Policy 102.01 to include that the Board gives final approval before it is added to Volume I. He went on to say that he worked with Staff to come up with a process to not overwhelm the Board with policy approvals. The Board will be given two (2) policies each month to read and they will then be added to the following months Board agenda for approval.

Motion by Director House to approve Policy 102.01, Updating and Revising Policy, SOG’s, and Procedures and to bring policies forward to the Board according to the new process. Seconded by Director Strand.

Vote 5 ayes, 0 nays. MOTION PASSED.

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

Interim Fire Chief Mike Farber briefed the Board on the new Self-Inspection Program and invited Acting Assistant Chief Richard Mooney to describe the program.

Chief Mooney stated that this program will allow B-Occupancy businesses to conduct their own self-inspections, which will include a minimum administrative cost of $20 per year. He went on to say that the nominal fee is comparable with neighboring cities and towns for self-inspection programs. Chief Mooney stated that Class B-Occupancy businesses have a lower fire risk than other high risk occupancies. The occupancy risk is set by the city or county. Examples of Class B-Occupancies include doctor’s offices, banks, insurance agencies, police agencies, and fire stations. The District has approximately 1,050 businesses within SFMD boundaries, out of those there are 375 businesses that fall into the classification to qualify for the Self-Inspection Program. In order to help businesses with the program, an instructional video was created, Chief Mooney introduced the video to the Board.

Chief Mooney and Chief Farber answered brief questions from the Board. The members of the Board all agreed, the video is a great tool for businesses to utilize and thanked Ace Hardware for allowing the District to film at their location. Clerk Gehrt suggested a video be created for residential homes.

Motion by Director House to approve the SFMD Self-Inspection Program, including the $20 charge for businesses to participate. Seconded by Director Strand.

Vote 5 ayes, 0 nays. MOTION PASSED.

*Director Moeller was disconnected telephonically at approximately 6:55 PM

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

Acting Assistant Chief Richard Ochs introduced this item to the Board, he gave a brief update on the Community Medicine Grant that began on November 14, 2014 and will come to a close on August 31, 2017. He went on to say that a more in depth analysis will be brought to the Board at the September meeting, Dr. Gary Smith will be presenting.

Chief Ochs said that the program did have several benefits such as:

• The ability to manage low acuity medical calls at a patient’s home, to avoid unnecessary transports to area hospitals with long wait times.
- A review of patient’s medical history and medications helped determine if a follow-up with their primary care physician or other social services was necessary. The primary goal was to assure patients were connected to the appropriate entity of the health care system.

- Home safety checks were completed when visiting patient’s homes. This helped prevent future injuries from falls or trip hazards and to check if their smoke alarm system was working.

### 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)

Finance Director Roger Wood briefed the Board on this item. After Senate Bill 1428 was passed by the legislature in 2016, it established a new Tier 3 member class for firefighters hired on or after July 1, 2017. They will receive a significantly different retirement plan from Tier 1 and Tier 2 firefighters.

Mr. Wood went on to explain that Tier 3 members have 90 days from the date of hire to make an irrevocable choice that remains in effect for their entire career. Members must choose between a Defined Benefit (DB) or a “pension” plan and a Defined Contribution (DC) or “401a” plan. If a member does not make a decision by the 90th day, they will automatically be enrolled in the DB plan. Depending on which plan a member selects, the District will pay between 20.66% or 20.89%.

Mr. Wood explained that there are legacy rates which are built in to both the Tier 1 and Tier 2 plans at 25.88%. Tier 3 does not have built in costs, there is a cost on top of the 9% and 4%, and it is broken out. PSPRS is utilizing the legacy costs as a way to bridge the unfunded liability for the next 30 years. The cost of the unfunded liability to our District is 10.72% on top of 14%. Tier 3 originally thought to be a savings to the employer, however, it is not as big of a savings as originally thought and instead of the 13% the District thought we would be seeing, it is 7% to 10% higher.

Clerk Gehrt stated that he has worked closely with Mr. Roger Wood while serving as the Chair of the Pension Board. He stated Roger is extremely dedicated and works hard to understand the new PSPRS legislation, he leaves no rock unturned.

### 16. Discussion and possible direction regarding the Fire Chief hiring process. (BOD #2017-08-15) – Addendum C

Chairman Cross introduced this item, he stated he requested this item to be placed on the board agenda. He would like to take a proactive approach for the Fire Chief hiring process, if the Board has a need for this down the road and he feels six (6) months is a good lead time.

Chairman Cross stated the documents that were handed out to the Board represent the last Fire Chief hiring process. The Board received copies of the Fire Chief Job Description and a breakdown of costs associated with using an outside HR consulting firm for the hiring process. Mr. Cross went onto say that the last interview process was done in an Executive Session with the Board and those records are confidential per ARS.

Clerk Gehrt stated the cost breakdown was in the range of $19,000 for the Fire Chief hiring process for the services that were required.

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

N/A
19. Reports (BOD #2017-08-18) – Addendum D

Fire Chief

- Thank You email received by Mr. Roy Lewis regarding exceptional service that his Mother In-law received on July 22nd from E261, C-Shift – Captain/Paramedic Amy Brooks, Engineer John Christensen, Firefighter/Paramedic Ryan Ledbetter and Firefighter/Paramedic Jason Chapman, went above and beyond the call of duty. Mr. Lewis also thanked Jasmin Jones for being extremely helpful and having such a positive attitude, he stated that she is an invaluable asset and he appreciated her help assisting him with all of information he needed to find and recognize the amazing crew.
- Spoke at a Leadership Academy for 6th grade students in the Apache Junction Unified School District.

Operations

- Cardiac Survivor – L263 & M263 Crew(s)
  - Captain/Paramedic Jeff Ehrlich
  - Firefighter/Paramedic Dan Elliott
  - Firefighter Bryan Heun
  - Firefighter Chris Robson
  - Paramedic Chad Rutledge
  - EMT Aaron Costello
- Intern Academy Planning Process
- Fire Academy – Potential New Hires
- Wildland Deployment – Wesfir, OR, the crew did have a near miss, a tree fell across the road that would have caused grave damage had it not been for the crew being so diligent while traveling.
  - Bryan Heun
  - Jeremy Rocha
  - Mike Wolfe
  - Ryan Philips
- July Operations Reports
  - Call Times
  - Incident Type
  - Transportation Division Compliance
  - Transportation Services Call Type
  - Transportation Revenue

Administrative Services

- Community Service
  - August 1st accepted the Drowning Impact Awareness Month proclamation from the City of Apache Junction.
  - August 5th – provided Cost Guard Approved life vests to The Crossing apartment complex
  - August 14th – AED/CCR Training for teachers and staff at Peralta Trail Elementary
  - August 30th – 263 Station Tour
- Thank You to our Volunteers for putting in over 1,400 hours worth of dedicated time with the SFMD in FY 16/17!

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

Director House announced he is still working with the City of Apache Junction and Pinal County regarding paving Mountain Vista Road.

Director House also thanked the SFMD for the response at the fire at the Mining Camp Restaurant. The crews went above and beyond assisting the family and helping them save personal items.
21. Adjourn (BOD #2017-08-19)

Motion by Director Strand at 7:15 PM to adjourn the meeting. Seconded by Clerk Gehrt.

Vote 4 ayes, 0 nays. (Moeller not present). MOTION PASSED.

Governing Board Approval:

Gene Gehrt, Board Clerk

Jasmin Jones
ARIZONA FIRE DISTRICT MERGER PROCESS

Arizona fire districts, as independent special taxing districts and political subdivisions of the state, are authorized to merge to form a new single entity fire district pursuant to A.R.S. §48-820 et.al. The process for merging fire districts in Arizona is fairly complex. The following outline provides a process guide for merging two or more fire districts in Arizona, either by unanimous consent of the respective fire boards or through the special election process.

1. Adopt resolution calling for public hearing on merger – the Governing Board of each District will adopt a resolution ordering a public hearing on the possible merger to determine whether merger would be in the best interests of the districts and would promote public health, comfort, convenience, necessity or welfare.

2. Mail notice of public hearing to property owners - via 1st class mail with copy of resolution and statement of purpose, time of hearing, description of boundaries/map, estimated assessed value of district / estimated change in tax liability.

3. Publish and post notice of public hearing - Publish notice 2x, at least 10 days before the public hearing; post notice 3 places and mail notice with resolution to BOS before hearing.

4. Submit notice of public hearing to Board of Supervisors (BOS) - BOS will review and submit written comments within 10 days of receipt.

5. Obtain written consent of 30% owner (if exists) – this won’t apply if there is no property owner that holds 30% or more of the assessed value of the district.
ARIZONA FIRE DISTRICT ASSOCIATION

NOTE: This could be done after the public hearing, but must be done prior to signing the resolution.

6. Public hearing – hold public hearing to decide if merger is in best interest of the Districts.

If merger is to be accomplished by unanimous vote of the respective fire boards, skip to number 18 below.

7. Submit resolution from public hearing to BOS to request the call for election – This must be provided to the BOS more than 120 days prior to date of the election. [16-226(A)]. If the District wishes to have a “mail ballot election” (where members vote via mail and there is no polling places available) it must be requested in this resolution. [16-558(A)].

8. Publish call or mail call – Publish 2x (at least one week apart) during six weeks prior to the election. The publication shall contain: (1) purpose; (2) date; (3) last date to register to vote; (4) name of election district; and (5) date mail ballots will be mailed to electors (if a mail ballot election).

9. Provide Recorder with description of election precincts – This must be done 50 days prior to the election. If it is a mail ballot election, must designate return places for mailed ballots. [Typically done by County if fire district contracts for election services]

10. Mail notice of election to property owners – This must be done at least 60 days prior to election. Must include notice and map of boundaries. Mail via 1st class. [48-802(h)] [Typically done by County if fire district contracts for election services]
ARIZONA FIRE DISTRICT ASSOCIATION

11. Publish notice of election – 2x (at least one week apart) during six weeks prior to election. The publication shall contain: (1) date of election; (2) location of polls; (3) hours of operation; (4) purpose; and (5) conducting district. [Typically done by County if fire district contracts for election services]

   a. If a mail ballot election - publish 2x (one week apart) during two weeks before six weeks preceding election. Publication shall contain: (1) date; (2) date ballots will be mailed; (3) deadline and location to return ballot; (4) how to obtain replacement ballot; (5) statement no polling place; (6) name of district; and (7) qualifications of electors.

12. Board appoints election workers – At least 20 days before election, appoint minimum of 3 election workers for each polling place, consisting of at least 1 inspector and 2 judges, and if possible qual. Electors [16-531(c)] [Typically done by County if fire district contracts for election services]

13. Designate polling place – this must be done at least 10 days before the election. [Typically done by County if fire district contracts for election services]

14. The Board may appoint a tally board – at least 10 days before election.

15. Board sends affidavit of compliance to BOS – at least 5 days before election.

16. **Election Day** (This must be held 60-90 days after order for election. NOTE: election dates are statutorily mandated).

17. Board canvas election – Must complete within 14 days of election.

18. Unanimous resolution (if completed via election, skip this step)
19. Joint meeting to select new board – district with largest population calls meeting. Appoint five (5) Board members from the two boards. No more than three (3) members can be appointed from any one fire board. The new Board immediately holds meeting [48-820 (H) & (I)]. At that meeting they appoint a Chairman and Clerk. They also pass a resolution declaring districts have merged, adopt a new district name, and accept the assets and liabilities of both Districts. Resolution needs to include names and terms of new Board members and be sent to the BOS.

20. Thirty days after resolution, merger is effective.

ARIZONA FIRE DISTRICT CONSOLIDATION PROCESS

Arizona fire districts, as independent special taxing districts and political subdivisions of the state, are authorized to consolidate to form a single entity fire district pursuant to A.R.S. §48-822 et.al. In a fire district consolidation, one fire district absorbs the other with the primary fire district remaining as the single entity going forward. The process for consolidating fire districts in Arizona is fairly complex. The following outline provides a process guide for consolidating two fire districts in Arizona, either by unanimous consent of the respective fire boards or through the special election process.

1. Adopt resolution calling for consolidation into another fire district – the Governing Board of the District requesting consolidation shall send notice by First Class mail to fire district in which consolidation is requested.

2. Adopt resolution calling for public hearing on consolidation – the Governing Board of each District will adopt a resolution ordering a public hearing on the possible consolidation to determine whether consolidation would be in the best
ARIZONA FIRE DISTRICT ASSOCIATION

interests of the districts and would promote public health, comfort, convenience, necessity or welfare.

3. Mail notice of public hearing to property owners - via 1st class mail with copy of resolution and statement of purpose, time of hearing, description of boundaries/map, estimated assessed value of district / estimated change in tax liability.

4. Publish and post notice of public hearing - Publish notice 2x, at least 10 days before the public hearing; post notice 3 places and mail notice with resolution to BOS before hearing.

5. Submit notice of public hearing to Board of Supervisors (BOS) - BOS will review and submit written comments within 10 days of receipt.

6. Obtain written consent of 30% owner (if exists) – this won’t apply if there is no property owner that holds 30% or more of the assessed value of the district. NOTE: This could be done after the public hearing, but must be done prior to signing the resolution.

7. Public hearing – hold public hearing to decide if consolidation is in best interest of the Districts.

If consolidation is to be accomplished by unanimous vote of the respective fire boards, skip to number 19 below.

8. Submit resolution from public hearing to BOS to request the call for election – This must be provided to the BOS more than 120 days prior to date of the election. [16-226(A)]. If the District wishes to have a “mail ballot election” (where
members vote via mail and there is no polling places available) it must be requested in this resolution. [16-558(A)]

9. Publish call or mail call – Publish 2x (at least one week apart) during six weeks prior to the election. The publication shall contain: (1) purpose; (2) date; (3) last date to register to vote; (4) name of election district; and (5) date mail ballots will be mailed to electors (if a mail ballot election).

10. Provide Recorder with description of election precincts – This must be done 60 days prior to the election. If it is a mail ballot election, must designate return places for mailed ballots. [Typically done by County if fire district contracts for election services]

11. Mail notice of election to property owners – This must be done at least 60 days prior to election. Must include notice and map of boundaries. Mail via 1st class. [48-802(f)] [Typically done by County if fire district contracts for election services]

12. Publish notice of election – 2x (at least one week apart) during six weeks prior to election. The publication shall contain: (1) date of election; (2) location of polls; (3) hours of operation; (4) purpose; and (5) conducting district. [16-228] [Typically done by County if fire district contracts for election services]

   a. If a mail ballot election - publish 2x (one week apart) during two weeks before six weeks preceding election. Publication shall contain: (1) date; (2) date ballots will be mailed; (3) deadline and location to return ballot; (4) how to obtain replacement ballot; (5) statement no polling place; (6) name of district; and (7) qualifications of electors.
ARIZONA FIRE DISTRICT ASSOCIATION

13. Board appoints election workers – At least 20 days before election, appoint minimum of 3 election workers for each polling place, consisting of at least 1 inspector and 2 judges, and if possible qual. Electors [15-531(c)] [Typically done by County if fire district contracts for election services]

14. Designate polling place – this must be done at least 10 days before the election. [Typically done by County if fire district contracts for election services]

15. The Board may appoint a tally board – at least 10 days before election.

16. Board sends affidavit of compliance to BOS – at least 5 days before election.

17. Election Day (This must be held 60-90 days after order for election. NOTE: election dates are statutorily mandated).

18. Board canvas election – Must complete within 14 days of election.

19. Resolution of fire board into which consolidation was requested declares the districts joined.

20. Meeting of newly joined fire district board – the board of the district into which consolidation was requested continues to serve through their regular terms of office. A consolidated district board must consist of five (5) board members. The board by resolution declares the name of the consolidated fire district. The resolution needs to include names and terms of new Board members and be sent to the BOS.
JOINT POWERS AUTHORITY SUMMARY

Structural:
- ARS 48-805.01 allows cities, towns, counties and fire districts to create a Separate Legal Entity (SLE). Resulting in a diversified revenue stream.
- JPA structures can vary and may be divided into geographical areas.
- JPA will be created through an Intergovernmental Agreement (IGA) as adopted by the governing boards of both districts.
- Formation requires a majority vote by both agencies.
- JPA Board of Directors will be comprised of elected officials who are appointed from each agency.

Financial:
- Each entity retains local control of their budget and services provided. Tax rates of each agency remain independent.
- No blending of debt.
- JPA does not have taxing or bonding authority.
- The personnel, equipment, facilities and daily operations of the functionally combined agencies will be governed by a new JPA Board.
- JPA may acquire, construct, manage, maintain and operate buildings, works, infrastructure, apparatus, equipment and improvements.
- JPA may employ agents and employees.
- JPA may set policies, recommend an annual operating budget, assist in long-range planning, negotiate labor/management agreements, and perform other duties as outlined in the JPA governance documents.

JPA examples:
- Arizona Fire Medical Authority (Sun City West, Sun Lakes, Wittman)
- Central Arizona Fire Medical Authority (Central Yavapai, Chino Valley)
- Orange County Fire Authority, Ca. (23 cities, 71 stations)
MERGER / CONSOLIDATION SUMMARY

Structure:
- Only allows for Fire Districts to merge/consolidate. Excludes cities and towns.
- A new, single Fire Board will be appointed of the elected officials from the two Districts, followed by dissolving the two Boards.
- Single entity.

Financial:
- Each agency’s tax rate blends into a single tax rate.
- In the event one District carries debt the new consolidated District assumes the liability.
- Formation requires a unanimous “yes” vote by both Fire Boards to consolidate. In the event of a mixed vote, a public election must be held.
- All assets transfer to the new consolidated fire district.

Consolidation Examples:
- Golder Ranch / Mnt Vista
- Daisy Mnt / Black Canyon
- Verde Valley Fire District
Arizona Fire Districts Guide for Implementing a Joint Powers Authority

Introduction

Arizona Revised Statutes (ARS) 11-952 allows public entities to enter into an agreement or form a separate legal entity (SLE), including a non-profit organization, to perform powers that are held by all the contracting parties. Since the fire districts and fire departments are authorized to provide fire protection, EMS and other lifesaving services a Fire Authority, which is a SLE, may be formed to provide these services for the fire agencies that want to contract with each other. Since police agencies and fire agencies are authorized to provide 911 answering points and dispatching services they may form a SLE that provides dispatching for the agencies in the agreement. Some public entities have formed insurance pools for providing insurance to the entities at a better rate while others have formed a purchasing consortium to improve their purchasing power and save money for the entities. In other words if two or more public agencies provide the same service they may form a SLE that will provide the service that they want to share.

A joint powers authority (JPA) is an example of a SLE and the JPA will be referred to as a SLE in this document for consistency with ARS.

The following information is a general guideline for forming a SLE between an Arizona Fire District and another public entity or entities, including other Fire Districts. This information is not a complete document for developing a SLE, but a guideline for developing, funding and governing a SLE in Arizona.

Since different governmental agencies are governed by different laws, and different positions held in each SLE may be governed by different laws, a knowledgeable attorney should be involved in the developing any SLE and an attorney must approve each SLE.

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Examples of Public Agencies sharing joint powers

Any fire district can enter into an Intergovernmental Agreement (IGA) with another public agency even if they are not a fire district. Fire districts across Arizona have used IGAs to work together in different ways to operate more efficiently. This document focuses on forming SLEs as a way to work together. Ideas can be gained from how other agencies are now working together. The following examples can be used as ideas to consider when thinking of ways to work together with other agencies.

Mutual Aid and Automatic Aid Agreements are some of the most common types of IGAs between fire service agencies. Most municipal fire departments and fire districts in Yavapai County are part of the Yavapai County Mutual Aid Agreement. In this IGA the agencies agree to provide emergencies for participating agencies when requested by another contracting agency. The document spells out operational and administrative parts of the agreement. Items like what happens when one agency requests help from another and the other agency is not available, what happens when there is reimbursement for a call from another party etc. The fire districts and fire departments in the Verde Valley have entered into an Automatic Aid Agreement to automatically dispatch one agency into another agencies area on different types calls for service.

The Verde Valley Fire Chiefs Association is an agency that consists of 5 fire districts and 2 municipal fire departments. It is a non-profit organization SLE that was originally formed to build a regional fire training facility. It has since added funding and provided guidance for regional Haz Mat response, regional public education program, fire investigation team and works together to address other issues that affect fire and EMS response in the Verde Valley. This SLE has also entered into an agreement with Yavapai College to fund, build and manage a classroom/meeting room and offices on the regional training center. This organization is funded by the 7 fire agencies that pay dues to the association annually for operating funds. It also receives funds from donations from local companies and charges for the use of the training center by outside agencies.

The Greater Yavapai County Purchasing Consortium is an IGA that was started by Yavapai County school districts and fire districts. This consortium is governed by a board that consists of a representative from each of the contracting agencies. The intent was to increase their buying power and ultimately save the districts and taxpayers money. This is an example of non-fire governmental agencies joining with fire districts to provide a service that benefit both types of agencies. This organization has expanded beyond Yavapai County and now includes Arizona governmental agencies outside of Yavapai County. Fire districts should not limit their vision of IGAs or SLEs to just fire or emergency service agencies but consider other public agencies as well.

Summit Fire District (SFD) contracted with Fort Valley Fire District (FVFD) and Eldon Lookout Road Fire District (ELRFD) to provide all of the fire services for FVFD and ELFD. FVFD and ELFD did not have any structures, fire equipment or employees and SFD provided all the equipment, structures and manpower to provide fire and EMS services to their community. This IGA was used until the three districts merged under SFD.

Other public entities have formed insurance pools for providing insurance to the entities at a better rate and other emergency service agencies in Arizona are working on a regional dispatch center.
Arizona Fire Districts Guide for Implementing a Joint Powers Authority

Laws relating to Arizona fire districts forming a Separate Legal Entity

The legal framework for merger, consolidation and joint power authorities for public agencies in Arizona is found in the Arizona Revised Statutes (ARS). The statutes authorize or prohibit or are silent concerning public agency’s power to undertake certain activities. Arizona Fire Districts Association sponsored legislation regarding ARS 48-805.01 to give direction for fire districts that are working to form a SLE.

Title 48 relates to Special Districts and uses Title 11 as the foundation basis for developing a SLE. ARS 11-952 specifies the general form, framework, components of the contract for an IGA to form and operate a SLE. ARS 48-805.01 gives more specific guidelines for Arizona fire districts to form and operate a SLE. Other Statutes that are referred to in these statutes are title 38 relating to Public Officers and Employees which govern a SLE, title 36 relating to providing ambulance transport services, and statutes 35-431 and 48-806 which relate to general obligation bonds.

What Separate Legal Entities can and cannot do.

As stated previously Arizona law authorizes, prohibits or is silent concerning Public Agency’s power to undertake certain activities. This includes fire districts entering into SLEs. The following is a simple list of some of the things ARS 11-952 and ARS 48-805.01 allows SLEs to do and as well as what they cannot do.

- When 2 or more Public Agencies form a SLE, the entity can only have powers common to all the contracting parties.
  - If the SLE is formed to provide fire protection it can include fire districts and municipal fire departments but not a county sheriff’s department as the sheriff’s department does not have the power to provide fire protection.
  - If the SLE is formed as a regional dispatch center it may include all 3 different entities as the power to receive and dispatch emergency calls for service are common to all of the agencies.
- Common powers that contracting parties can authorize a SLE to provide include fire protection, the preservation of life, providing emergency medical service and carrying out its other powers and duties according to ARS 48-805.01.
- Another common power contracting parties can authorize a SLE to provide is ambulance transportation services but only when issued a Certificate of Necessity by the Arizona Department of Health Services.
- The SLE may be a non-profit organization.
- The agreement must explain what joint common powers of the contracting parties the SLE will exercise.
- An officer or elected member of the governing body of a party to the agreement may also act in the capacity of a member of the governing body of the SLE as long as they still meet the requirements of title 38.
Arizona Fire Districts Guide for Implementing a Joint Powers Authority

- ARS 48-805.01 allows cities, towns, counties and fire districts to create a SLE, but one of the entities must be a fire district.
- The SLE can enter into contract, including contracts, leases or other transactions with one or more or the parties to the agreement forming the SLE.
- The SLE can employ agents and employees.
- The SLE can acquire, construct, manage, maintain and operate buildings, works, infrastructure, apparatus, equipment and improvements.
- The SLE can incur debts, liabilities and obligations.
- The SLE can sue and be sued.
- The SLE has the rights and immunities of the parties that are granted by the constitution and statutes of Arizona including immunity of its property to be taxed.
- The SLE does not have taxing or bonding authority.
- The contracting agencies of the SLE may issue general obligation bonds for the purpose of funding the costs of and expenses of acquiring or constructing any structures, facilities or equipment necessary to effectuate the purposes of the agreement.
  - Each of the participating party's general obligation bonding authority is limited to that of each party's enabling legislation.
- The SLE cannot relieve any public agency that is party to the SLE of any obligation or responsibility imposed on it by law. Fire districts are formed to provide fire protection and other life safety services. They may use the SLE to provide the services but they are still responsible to see that the services are provided.

Writing the contract for a Separate Legal Entity

The SLE can exercise part of the powers the agencies exercise like dispatching or the majority of the powers like a fire authority that provides fire protection, EMS and fire prevention. The contract will be the guideline for what powers the SLE will be exercising, how it will be funded, why it was formed, how it will be governed and how it will be divided up if one or more of the agencies separate from the SLE. A SLE formed under ARS 48-805.01 must have one fire district but the other public agencies can be cities, public school districts or other public agencies. Each of the non-fire district agencies are governed by different statutes and it is important that the SLE meets their requirements of each of the contracting parties as well. Therefore the contract will have to be reviewed and approved by the attorney from each agency to determine if the agreement is in proper form and is within the powers and authority granted under the laws of Arizona for each public agency. Two exceptions to this requirement is if one the entities is a federal department or from
Arizona Fire Districts Guide for Implementing a Joint Powers Authority

another state. Unless required by federal law or the law of the other state those contracting agencies do not have to have their attorney approve the agreement.

Some of the things that are required to be in the contract are the precise organization, composition, title and nature of the SLE. It must also include the duration, purpose, manner of financing, establishing and maintaining a budget, and what will happen if all or part of the organization is terminated. It must also include any other necessary and proper matters. No agreement shall relieve any public agency of any obligation or responsibility imposed on it by law.

It may be helpful to hire an attorney that is knowledgeable in the Arizona revised statutes that govern the different agencies to help write the contract.

Governing a Separate Legal Entity

The governing body of a SLE formed in pursuant of ARS 48-805.01 shall be composed of officials elected to one or more of the governing bodies of the political subdivisions that are parties to the agreement or their designees. How the governing body is set up will be described in the contract.

An officer or elected member of the governing body of a party to the agreement may also be a member of the governing body of the separate legal entity as long as it meets the requirements of ARS title 38 which governs public officers and employees. Therefore an elected board member of a fire district that is party to a SLE may serve on the governing board of the SLE. In the same manner a Fire Chief or other officer may serve on the governing board of the SLE if appointed as the representative by the elected officials and they meet the requirements of ARS title 38.

The governing bodies of the seven fire agencies in the Verde Valley formed a SLE as a non-profit organization called the Verde Valley Fire Chiefs Association. An example of governing body of an existing SLE is the Verde Valley Fire Chiefs Association. Their governing body consists of a Fire Chief from each one of the contracting agencies. Another SLE may have an elected official from each of the agencies that are party to the SLE on the governing board. The governing board of an SLE may be made up of other designees from the agencies that are party to an SLE as stated in the agreement.

Funding a Separate Legal Entity

All SLEs formed under ARS 11-952 must include in the contract the manner of financing the SLE and how it will establish and maintain a budget. There are several ways to fund a SLE.

The SLE is not authorized to collect taxes but can be funded by the parties that are contracted to the SLE which are authorized to collect taxes. The mechanism for determining how much funding each agency should provide should be written in the contract. If the SLE is a Fire Authority that provides all fire protection, technical rescue, EMS services, fire prevention and public education for the contracted parties, and purchases and maintains all equipment and facilities, and hires all operational and administrative personnel the contracting agencies will collect taxes and pay for the portion of the budget that they are responsible for. The agencies that are fire districts will accomplish all or part of this payment through property tax. Each district will set their own mil rate based on their assessed valuation and the combination of funds they will
Arizona Fire Districts Guide for Implementing a Joint Powers Authority

need to pay to the SLE and any other expenses. Different fire districts will be able to have different mil rates. Each district will collect their own Fire Districts Assistance Tax, donations or other income that they normally get.

ARS 11-952 allows for the SLE to be a non-profit organization. Non-profit organizations are eligible for certain grants and donors may receive tax credits for donations given to non-profit SLEs.

SLE may also bill and/or contract for services. If services are provided for property that is outside of the area of the contracted agencies or to people who are not taxpayers of the contracted agencies, the SLE may bill for those services. If property owners that are not contiguous with any of the contracted agencies request the services of the SLE, and the SLE wishes to provide those services to the requesting property owner, they may contract for services.

If a SLE applies for a CON to provide ambulance transport services and the CON is granted, the SLE may bill for the services at the rates approved by ADHS.

If a SLE contracts with the State to send personnel and apparatus on wild land fires, it may receive funds the same as a fire district or fire department does.

These are some of the ways a SLE may be funded.

Conclusion

Carefully considered and thoughtfully planned, an Arizona Joint Powers Authority or SLE can be an effective and efficient service delivery methodology benefitting the public and fire service providers. AFDA has resources and/or can recommend assistance for any Arizona fire district that is considering forming Joint Powers Authorities or entering into IGA with other fire districts or other public agencies.

This research was done by Jerry Doerksen, Assistant Chief for Verde Valley Fire District. Questions may be directed to him or your District Attorney.

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2700 Goderd Road  
Cottonwood, Arizona 86326
Addendum B

SFMD 3-Year Forecast

To provide a longer term financial planning tool, a 3-Year Forecast has been developed for the following funds:
- General (100) Fund
- Transport Services (150) Fund
- Capital (200) Fund
- Debt Retirement Principal (500) & Debt Retirement Interest (600) Funds

Assumptions on key drivers of revenue (NAV, transports, transport rates) are documented. The forecast of labor and benefit expenses was made at the individual employee level.

Other key expense categories were forecast based on historical cost trending. The following is a summary of a great deal of detail which is available should anyone want to review it in detail.

SFMD 3-Year Forecast - General (100) Fund

General (100) Fund expenses are primarily wage & benefit related, making up 79.2% of the FY17/18 budget. Operating expenses make up 12.2%, and the financial reserve makes up the remaining 8.6%.

The areas of greatest exposure or risk for the District are PSRPS and employee benefit funding for medical, dental, vision, etc. insurance.

The District recently lengthened its PSRPS amortization period from 20 to 30 years to lessen the impact of recent significant, unexpected increases in its employer contribution rate. However, future increases in PSRPS costs are almost entirely out of the control of the District except for the application of political influence.

Over the last 8 fiscal years (FY10/11 – FY17/18), the average increase in the District’s PSRPS contribution rate was 1.58%.

For the 3-Year Forecast for SFMD, a 2.0% annual increase factor was used. This resulted in ER contribution rates of 25.88% (current), 27.88%, 29.88% and 31.88% for FY17/18 through FY20/21, respectively.

SFMD 3-Year Forecast - General (100) Fund

To better control its employee benefit funding costs, the District has joined the United Firefighters Health Care Trust which contracts for medical insurance services with Blue Cross Blue Shield.

The District provides health insurance benefits through its Section 125 Cafeteria plan. Medical insurance is approximately 96.5% of the monthly health insurance costs for employees, dental is 3.0%, and vision is 0.5%.

The District’s focus on containing the annual increases in medical insurance is intended to control this cost to the extent possible.

For the 3-Year Forecast for SFMD, a 1.0% annual increase factor was used in estimating the per pay period amount of the Employee Benefit Contribution.

As a result, the amounts for each fiscal year are:
- FY17/18: $390; FY18/19: $394; FY19/20: $398; FY20/21: $402

SFMD 3-Year Forecast - Transport (150) Fund

Transport Services (150) Fund revenue is generated by the ground ambulance transport of District citizen to hospitals for medical services. The revenue received is highly impacted by three significant factors:

1. Payor Mix — the share of transports related to each of the five major Payors.

SFMD 3-Year Forecast - Transport (150) Fund

2. Gross % - the amount of each $1.00 billed that each Payor pays. Based on payments from August 2016 – April 2017, the Gross % per Payor is:

   - Medicare (35.83%)
   - Medicaid (65.56%)
   - Commercial (63.12%)
   - Self Insurance (16.16%)
   - Auto & Worker’s Comp (6.84%)

Therefore, historically, the District is receiving approximately $0.43 for every $1.00 billed for transport services.

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SFMD 3-Year Forecast – Transport (150) Fund

3. Timing of Payments – the number of months it takes for the District to be paid by each Payer for a given transport. According to Intermedica, our contracted billing company, it takes over 12 months to be completely paid for some transports. Their data indicates:
   - Month 1: 8%
   - Month 2: 14%
   - Month 3: 22%
   - Month 4: 10%
   - Month 5: 6%
   - Month 6: 4%
   - Month 7: 2%
   - Month 8: 1%
   - Month 9 – 12+: 3%

The District is now requiring co-payments for transports from January 2016. For the 3-Year Forecast, a 3.0% growth in transport volume was assumed.

SFMD 3-Year Forecast – Transport (150) Fund

Similar to the General (100) Fund, one of the greatest areas of exposure for the District in its Transport Services division is employee benefits funding for medical, dental, vision, etc. insurance. Transport Services employees receive the same benefits as all other employees including the per pay period Employee Benefit Contribution to use to purchase their health insurance needs.

The Transport Division pays for “allocated costs” that are charged to its operations due to the use of district fire stations, and support from District Administrative personnel.

Based on the result of the 3-Year Forecast, it is estimated that the Transport Division will pay $613,536, $633,300, and $658,818 in allocated costs for FY18/19, FY19/20, and FY20/21, respectively.

Actual levels may differ according to actual financial performance.

SFMD 3-Year Forecast – Capital (200) Fund

In November 2016, the residents of the District passed the ballot initiative allowing for a special assessment up to $0.25 per $100 of Limited Property Value for a maximum of five years. This new revenue stream is to be used solely for the purchase of capital items.

The District plans for future capital purchases through its Capital Replacement Schedule, which is a “living” document that is updated/changed as the needs and priorities of the District change.

The expenses in the 3-Year Forecast are based on the items planned for in the current version of the Capital Replacement Plan.

SFMD 3-Year Forecast – Debt (500 & 600) Funds

The District placed a 20-year GADA bond in 2006, and continues to pay principal and interest until 2026 to fulfill its bond repayment obligations.

The District property owners currently pay a special assessment of $0.22 per $100 of Limited Property Value toward the repayment of the 2006 GADA Bond. Over time, the amount of principal paid each year increases as the amount of interest decreases. Starting in FY18/19, it is projected that the GADA Bond special assessment can be reduced to $0.18.

Future reductions may be possible in fiscal years beyond FY20/21.
SFMD 3-Year Forecast – Summary

As is the case with any forecast, the 3-Year Forecast for SFMD is meant to be a planning tool, and will need to be updated as the assumptions and facts change.

The next relevant update should happen if the District is approved for the Transport Services general rate increase, which has the potential to significantly change the ability of the Transport Services division to repay the Capital (200) Fund for its initial investment to launch the ambulance services for the District.

In closing, it appears the District’s financial “health” is increasing over time as indicated in the increase of the General (100) Fund and Capital (200) Fund financial reserve balances.
To: Superstition Fire & Medical District Governing Board  
    Senior Leadership Team

From: Roger Wood, Finance Director

Date: August 16, 2017

RE: SFMD 3-Year Forecast

Introduction.

A Forecast for the next 3 fiscal years (FY18/19, FY19/20, and FY20/21) has been developed for the Superstition Fire & Medical District (SFMD) Governing Board (“Board”) and Senior Leadership Team (“SLT”). The intent of the 3-Year Forecast is to provide a long range planning tool for the following funds:

1. General (100) Fund
2. Transport Services (150) Fund
3. Capital (200) Fund
4. Debt Retirement Principal (500) Fund & Debt Retirement Interest (600) Fund - combined

The primary goal of the forecast is to identify if the District has obvious risk(s) that bring into question the financial stability of the District. If such risk(s) are identified, the Board and SLT will hopefully have sufficient lead time to address the issue(s) as soon as possible to prevent undue financial impact to the District.

As is the case with any forecast, the challenge is that it is a “point-in-time” analysis based on the best known facts or assumptions at the time. The intent of this new planning tool is that it be considered a “living” document to be updated as any of the material underlying assumptions change. At a minimum, the forecast should be updated each year as part of the budget cycle.

Revenue Forecasting

The District has two main types of revenue streams.

1. Property Tax Receipts.

    Property tax receipts are the most important revenue stream for the District, impacting multiple Funds.
General (100) Fund – 98% of revenue is property tax revenues
Capital (200) Fund – 100% of revenue
Debt Retirement Principal (500) & Debt Retirement Interest (600) Funds – 100% of revenue

Any forecast of property tax revenues is highly dependent on change(s) in the District’s Net Assessed Valuation (“NAV”) of all the properties within the District’s borders. In the last four fiscal years since the implementation of Proposition 117 in FY14/15, the District has experienced an average increase in its NAV of 2.375% (1.35%, 2.05%, 1.46%, and 4.64%).

Each change of 1.0% change in the District’s NAV is worth approximately:
- General (100) Fund – $130,000/year at $3.25 tax rate
- Capital (200) Fund – $10,000/year at 50.25 tax rate
- Debt Retirement Principal (500) & Debt Retirement (600) Fund – $8,400/year at $0.22 tax rate

When making assumptions of any kind, it is valuable to find source of comparable information to assess the relevancy of your assumption or estimate. The District is currently evaluating entering into a Joint Powers Authority (“JPA”) with the Arizona Fire & Medical Authority (“AFMA”) who have provided copies of the financial analysis they used in the formation of AFMA. AFMA currently represents the combination of what was North County Fire District and Sun Lake Fire District into a new combined JPA. A review of this analysis and the assumed NAV growth assumptions included within the analysis was performed.

In AFMA’s “Shared Fire and Emergency Services Analysis and Recommendation” white paper prepared by AFMA’s Fire Chief Biscoe, it is documented that Sun Lakes Fire District hired the Rounds Consulting Group, Inc., to prepare the Sun Lakes Valuation Projections analysis which estimated that Sun Lakes NAV growth would range from 5.6% in 2017 and average 4.09% over the next 10 years after 2017. In the AFMA white paper, the NAV growth assumptions used for the Sun Lakes Fire District forecast was 5.7% in 2017 and 3.7% for the fiscal years after.

In the same white paper, the assumed NAV growth for North County Fire District was 6.0% in 2017, 6.3% in 2018, 5.6% for fiscal years 2019 – 2022, and 5.7% thereafter.

No supporting information was provided to justify the use of NAV growth estimates above the maximum 5.0% allowed by Proposition 117, but one can only assume they are expecting organic new growth to justify the growth rates above 5.0%.

In the SFMD 3-Year Forecast, a more conservative 3.0% annual NAV growth factor was used. No attempt was made to estimate the timing of the addition of new growth in the SFMD NAV, so the addition of new properties like the new Fry’s grocery complex, Peralta Trails new construction, or any of the other new construction that can be seen in Apache Junction or Gold Canyon should result in an upside benefit to future property tax revenue streams for the District’s various Funds.
It is important to point out that the District’s dependency on property tax receipts makes it susceptible to the fluctuations in property values. Proposition 117 caps the annual growth in the limited property value (LPV) to 5.0%, and yet there is no legislative “floor” to prevent the District from the next real estate collapse should one occur. Unfortunately no one is capable of accurately forecasting changes in real estate market values.

2. Ground Transport Receipts.

The District also depends on the revenue generated by its Transport Service division as its ambulances transport District’s citizens to various hospitals for medical treatment.

One of the reasons for launching the Transport Division, in addition to providing greater overall medical service to the District’s citizens, was to develop a secondary revenue stream that was not dependent of property values which will hopefully help the District weather any future real estate market decline.

The Transport Services revenue is highly dependent on the impact of the following factors:

A. Payer Mix.

The mixture of transports associated with each of the five (5) major Payers. Based on transport data for the period January 2016 – July 2017, the District’s current Payer Mix is:
- Medicare (62.08%)
- Medicaid (19.78%)
- Commercial (10.33%)
- Self or No Insurance (7.05%)
- Auto / Worker’s Comp (0.76%)

B. Gross Payment Percent (“Gross %”).

The amount of each $1.00 in gross billings that each Payer pays. Based on actual transport payment data for the period August 2016 – April 2017, the District’s current Gross % by Payer is:
- Medicare (35.83%)
- Medicaid (65.56%)
- Commercial (63.12%)
- Self (No) Insurance (4.16%)
- Auto / Worker’s Comp (65.84%)

Therefore, taking the Payer Mix and Gross % per Payer into account, the actual aggregate Gross % is currently approximately 43%, meaning the District receives approximately 43 cents of each $1.00 billed for transport services.
C. Length of Payment “Stream”.

As indicated in Appendix A, the Payment Stream of the District’s transport billings can exceed 12 months, with approximately 74% received within the first 3 months after billing, and 96% within 9 months after billing. Based on actual experience, the District is still receiving payment for transports that happened in January 2016 which is 19+ months in the past.

It is important to acknowledge that any delay in entering the transport information into the billing system only delays the receipt of cash further. This was the case in the first few months of operations in early 2016.

For forecasting purposes, a 3.0% annual growth in transport volume has been assumed. It has also been assumed that the District will take advantage of the approximate 3.0% automatic rate increase that is granted annually by DHS. The automatic rate increase is based on Department of Labor and Department of Transportation data is compiled by DHS. The District can apply for the automatic rate increase each spring, with the increase having an effective date of each July 1.

Even though the District has applied for a general rate increase, the outcome of this effort is not known at the time, and therefore the impact has not been included in this forecast.

**Expense Forecasting.**

The District has several areas of risk or challenge pertaining to expenses, including the following:

1. Retirement costs.
2. Medical costs.
3. Attrition.
4. Wage Competition.
5. Earned Leave Buy Out.
7. Legislative rulings.

Some of these areas of risk are outside the control of the Board and SLT. For example, future increases in the District’s employer contribution rate to the Public Safety Personnel Retirement System (“PSPRS”) are not determined by anyone at the District. However, the Board recently approved extending the amortization period for its PSPRS fund from 20 to 30 years which resulted in a significant reduction in the FY17/18 employer contribution rate.

Historically, over the last 8 fiscal years the District has averaged a 1.58% increase in its PSPRS employer contribution rate. For the 3-Year Forecast, a 2% annual increase has been assumed.
The District provides its employees with health insurance benefits through an IRS Section 125 Cafeteria benefit plan which provides each employee with benefit dollars to purchase their medical, dental, vision, etc. insurance premiums with pretax dollars. The District increases the per pay period benefit dollars to compensate for increases in premium rates as they occur each fiscal year.

From a cost perspective, medical insurance is by far the most expense coverage for the District employees representing approximately 95.5% of the monthly cost of medical, dental and vision coverage. Dental represents approximately 3.0%, and vision the remaining 0.5%.

In an attempt to have more control over the annual increase in medical premiums, starting July 1, 2017 the District joined the United Firefighters Health Care ("UFHC") Trust which contracts with Blue Cross Blue Shield for medical insurance coverage. The belief is that this self-funded trust will provide less variability in the annual medical premium increases the District has experienced in recent years.

As a result of the District joining the UFHC Trust, a 1.0% increase in health insurance premiums has been assumed in the 3-Year Forecast.

To address the concern regarding the impact of attrition of the District’s firefighter personnel, an analysis of the 6-year cost of replacing the departure of a Firefighter, Engineer, Captain, Battalion Chief, or Assistant Chief was prepared. (See Appendix B.)

After considering the wage and benefit costs of hiring new Firefighters, and promoting from existing ranks to backfill the departure of ranks higher than Firefighter, the estimated 6-year cost of the attrition related to the departure of any given rank ranges from an estimated $10,000 to $20,000, depending on the rank. This cost is not deemed an insurmountable financial burden. However, the intrinsic loss of institutional knowledge and experience cannot be quantified and is readily recognized as the greatest cost of attrition.

One important takeaway from the attrition analysis is the realization that the new Tier 3 PSPRS retirement cost is not the savings originally thought. New Tier 3 firefighters can choose between a defined benefit ("DB") plan or a defined contribution ("DC") retirement plan. The District’s employer contribution cost ranges from 20.89% for the DC plan, to 23.66% for the DB plan. Compared to the current 25.88% contribution rate for the existing Tier 1 and 2 firefighters, the Tier 3 plan is a savings but not to the extent originally communicated by PSPRS.

In forecasting all other expenses, costs like utilities and fuel were increase between 5.0% and 6.67% depending on historical cost trending. Other expenses that are more directly in control by SLT were either left the same year over year, or increased at a lesser rate.
General (100) Fund 3-Year Forecast

<table>
<thead>
<tr>
<th>REVENUE PROJECTION</th>
<th>3.0%</th>
<th>3.0%</th>
<th>3.0%</th>
<th>3.0%</th>
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<td>FY17/18</td>
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<td>Forecast</td>
<td>Forecast</td>
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<tr>
<td>Beginning Cash</td>
<td>$1,349,844</td>
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<td>$1,257,738</td>
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<td>Tax Revenue</td>
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<td>Abatements</td>
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<td>$276,300</td>
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<td>Other</td>
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<td>$13,166,711</td>
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<thead>
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<th>EXPENSE PROJECTION</th>
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<tbody>
<tr>
<td>Wages &amp; Benefits</td>
<td>$8,221,884</td>
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<td>Benefit Contribution</td>
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<td>ELBO / SELBO</td>
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<td>Operations</td>
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<td>Financial Reserve</td>
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<td>Balance</td>
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<td>-</td>
</tr>
</tbody>
</table>

Based on revenue and expense assumptions discussed earlier in this document, the 3-Year Forecast for the General (100) Fund is shown above.

At a high level, it appears the General Fund is financially viable over the 3-year forecast period. The forecast indicates the possibility of a 25.4% ($312,537) increase in the Financial Reserve in FY20/21 over FY17/18 levels which, if realized, supports the position that the financial health of the General Fund will be increasing over time.
### Transport Services (150) Fund

<table>
<thead>
<tr>
<th>REVENUE PROJECTION</th>
<th>3.0%</th>
<th>3.0%</th>
<th>3.0%</th>
<th>3.0%</th>
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<td>Transports</td>
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<td>5,109</td>
<td>5,264</td>
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<td>Mileage Rate</td>
<td>$18.26</td>
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<tr>
<td>FY17/18</td>
<td>Amended</td>
<td>Forecast</td>
<td>Forecast</td>
<td>Forecast</td>
</tr>
<tr>
<td>Beginning Cash</td>
<td>$159,389</td>
<td>$150,000</td>
<td>$150,000</td>
<td>$150,000</td>
</tr>
</tbody>
</table>

| TRANSPORT REVENUE (Net) | $2,707,410 | $2,830,205 | $3,006,050 | $3,188,785 |
| Customer Refunds       | $(20,000)  | $(20,000)  | $(25,000)  | $(25,000)  |
| Collections            | $14,655    | $15,000    | $15,000    | $15,000    |
| Other                  | $2,000     | $2,000     | $2,000     | $2,000     |
| Transfers to 200 Fund  | $-         | $-         | $(60,000)  | $(135,000) |
| **Total**              | $2,704,065 | $2,827,205 | $2,938,050 | $3,045,785 |

| EXPENSE PROJECTION     | $1,520,064 | $1,587,967 | $1,651,649 | $1,704,753 |
| Wages & Benefits       | $160,109   | $176,822   | $195,505   | $206,292   |
| Pension                | $261,839   | $268,416   | $273,925   | $276,313   |
| Benefit Contribution   | $621,033   | $644,000   | $656,971   | $689,427   |
| Operations             | $141,020   | $150,000   | $160,000   | $169,000   |
| Financial Reserve      | $159,389   | $150,000   | $150,000   | $150,000   |
| **Total**              | $2,863,454 | $2,977,205 | $3,088,050 | $3,195,785 |

| Balance                | $-         | $-         | $-         | $-         |
| Allocated Costs from 100 Fund | $563,848 | $613,536 | $633,300 | $658,818 |

Based on revenue and expense assumptions discussed earlier in this document, the 3-Year Forecast for the Transport Services (150) Fund is shown above.

It is important to note two things:

1. The forecast above does NOT include the impact of the general rate increase that the District has applied for though the Department of Health Services. If the general rate increase is granted, the revenue generated from the Transport Services division will be increased significantly.
2. The Transport Services division pays a significant amount of the District’s shared costs as indicated in the Allocated Costs from 100 Fund line above. This represents a share of the Administrative and facilities / utilities costs that are allocated to the Transport Services division based on various factors, including headcount, square footage, etc.
## Capital (200) Fund

<table>
<thead>
<tr>
<th>Revenue Projection</th>
<th>3.0%</th>
<th>3.0%</th>
<th>3.0%</th>
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</thead>
<tbody>
<tr>
<td>NAV Projections</td>
<td>$380,788,020</td>
<td>$392,211,661</td>
<td>$403,978,011</td>
<td>$416,097,351</td>
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<tr>
<td>Estimated Tax Rate</td>
<td>$0.25</td>
<td>$0.25</td>
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<td>FY17/18 Forecast</td>
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<td>$1,138,664</td>
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<td>$1,450,111</td>
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<td>Medical Equipment</td>
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<td>Office &amp; Station Equipment</td>
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<td>Training Equipment</td>
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Based on revenue and expense assumptions discussed earlier in this document, the 3-Year Forecast for the Capital (200) Fund is shown above.

In November 2016, the residents of the District passed the ballot initiative allowing for a special assessment up to $0.25 per $100 of Limited Property Value for a maximum of five years. This new revenue stream is to be used solely for the purchase of capital items.

The District plans for future capital purchases through its Capital Replacement Schedule, which is a “living” document that is updated / changed as the needs and priorities of the District change.

The expenses in the 3-Year Forecast are based on the items planned for in the current version of the Capital Replacement Plan.
Debt Principal (500) & Debt Interest (600) Funds Combined.

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<th>REVENUE PROJECTION</th>
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<tbody>
<tr>
<td>NAV Projections</td>
<td>$380,788,020</td>
<td>$392,211,661</td>
<td>$403,978,011</td>
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<tr>
<td>Estimated Tax Rate</td>
<td>$0.22</td>
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<td>FY17/18</td>
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<td>Forecast</td>
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<td>Beginning Cash</td>
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<td>Other</td>
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<td>$2,100</td>
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<td>$1,400</td>
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<td>$839,252</td>
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<td>$728,045</td>
<td>$749,588</td>
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<tr>
<td>EXPENSE PROJECTIONS</td>
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<td></td>
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<tr>
<td>Principal</td>
<td>$465,000</td>
<td>$485,000</td>
<td>$510,000</td>
<td>$535,000</td>
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<td>Interest</td>
<td>$291,000</td>
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<tr>
<td>Financial Reserve</td>
<td>$234,330</td>
<td>$188,919</td>
<td>$163,464</td>
<td>$160,052</td>
</tr>
<tr>
<td></td>
<td>$990,330</td>
<td>$941,669</td>
<td>$916,964</td>
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<tr>
<td>Balance</td>
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<td>$ -</td>
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</table>

The graph above represents the 3-Year Forecast for the Debt Principal (500) Fund and the Debt Interest (600) Fund combined.

In 2006, the District placed a 20-year GADA bond and continues to pay the associated principal and interest repayment obligations until 2026 when the bond will be fully repaid.

The District property owners currently pay a special assessment of $0.22 per $100 of Limited Property Value toward the repayment of the 2006 GADA Bond principal and interest. This special assessment is apportioned between the two funds to ensure the ability to pay the principal and interest obligations.

Over time, the amount of principal paid each year increases as the amount of interest decreases. Starting in FY18/19, it is projected that the GADA Bond special assessment can be reduced to $0.18. This will continue to allow the District to meet its annual bond repayment obligations. Future reductions may be possible in fiscal years beyond FY20/21.
Summary / Conclusion

As is the case with any forecast, the 3-Year Forecast for SFMD is meant to provide a high level view of what the future might look like, and to be a planning tool especially in instances when risks or concerns identified.

Any forecast is relevant only as long as the underlying assumptions remain viable. This forecast will need to be updated as assumptions and facts change.

In my opinion, the next most relevant update should happen if the District is approved for the Transport Services general rate increase, which has the potential to significantly change the ability of the Transport Services division to repay the Capital (200) Fund for its initial investment to launch the ambulance services for the District.

In closing, it appears the District's financial “health” is increasing over time as indicated in the increase of the General (100) Fund and Capital (200) Fund financial reserve balances.
### Superstition Fire & Medical District
### Forecast - Sworn Cost Analysis

<table>
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<tr>
<th></th>
<th>Firefighter</th>
<th>Engineer</th>
<th>Captain</th>
<th>Battalion Chief</th>
<th>Assistant Chief</th>
<th>Firefighter to Captain</th>
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### Promotions

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<th>ENG Year 3</th>
<th>Capt. Yr 2</th>
<th>Capt. Yr 3</th>
<th>Capt. Yr 4</th>
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### Totals

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### Years

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<th>Year 5</th>
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<td>13,465</td>
<td>19,735</td>
<td>28,003</td>
<td>8,036</td>
<td>6,065</td>
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<tr>
<td></td>
<td>3,308</td>
<td>7,465</td>
<td>13,465</td>
<td>19,735</td>
<td>28,003</td>
<td>8,036</td>
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<tr>
<td></td>
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<td>13,465</td>
<td>19,735</td>
<td>28,003</td>
<td>8,036</td>
<td>6,065</td>
</tr>
</tbody>
</table>

### Appendix B
Addendum C

JOB DESCRIPTION

POSITION: Fire Chief
CLASSIFICATION: Public Safety
POSITION RANGE: # 58 – Fire Chief Salary Schedule
REPORTS TO: Board of Directors
FLSA STATUS: Exempt

General Statement of Duties
The fire chief provides administrative direction for all fire district functions, operations, and personnel through the supervision of subordinate staff and review of their activities. Responsibilities include: reviewing the general operation of the department to determine efficiency; providing direction on major projects or problem areas; developing and implementing policies and procedures; administration of the merit system; administration of the labor relations program; and providing policy guidance. In addition, the fire chief is responsible, through study and consultation with elected officials, for developing recommendations for the protection of life and property in the district.

The fire chief is appointed by the board of directors. The fire chief receives general supervision from the board of directors, who reviews work on the basis of overall results achieved. The fire chief may consult with the board of directors on problems relating to policy planning, but works independently in supervising the overall technical operations and responsible for the proper administration of all affairs of the fire district.

Representative Duties (Illustrative Only)
Establishes and maintains effective working relationships with staff, board directors, community organizations, other agencies and the general public. Makes effective verbal and written presentations. Speaks before public groups on the plans, programs, and goals of the fire district. Advises district management and the board of directors of fire district progress. Responds courteously and tactfully to a demanding and diverse public in answering questions, explaining district policies, and handling complaints.

Plans, organizes and directs a progressive public fire district with several functional areas. Organizes and directs the activities of staff engaged in providing emergency services. Plans, directs, and controls district activities such as: recruitment of personnel; purchase of equipment; assignment of personnel and equipment; and budgeting and control of expenditures. Coordinates fire district activities with other agencies. Plans, organizes, coordinates, prepares, administers, and monitors the fire district budget. Responsible for all personnel matters which includes employment and termination of all district personnel.

Analyzes and resolves operations, procedural and personnel problems. Resolves complex problems involving diverse functional areas. Analyzes information, statistics, and reports on district activities. Develops plans designed to maintain district efficiency and responsiveness. Analyzes fire service needs, as well as the availability of resources, existing programs, and other related factors in developing district programs to meet those needs. Provides direction on major projects or problem areas. Develops and implements policies and procedures applicable to administrative functions, and provides policy guidance.
Minimum Qualifications

- Knowledge of the theories, principles, and practices of effective public administration, with special reference to fire district policies, personnel and budget administration.
- Knowledge of modern management techniques, supervisory, practices and evaluation methods.
- Knowledge of the modern principles and practices of human resources.
- Knowledge of governmental organization management.
- Knowledge of the principles and practices of effective administration with particular attention to short and long range strategic planning.
- Knowledge of the principles and methods of budget presentation and monitoring.
- Knowledge of the activities, objectives, and ideals of fire services, and operations.
- Knowledge of the facilities, equipment and personnel needed to provide fire services and operations.
- Knowledge of the methods, equipment, and materials used in providing fire services.
- Ability to plan, organize, and direct a progressive public agency with several functional areas.
- Ability to organize, and direct the activities of staff engaged in providing optimum fire services.
- Ability to plan, prepare, and administer an annual district budget.
- Ability to effectively analyze and resolve operational, procedural, and personnel problems.
- Ability to demonstrate knowledge in administering a labor relations program.
- Ability to develop formal agreements and contracts with other agencies and communities.
- Ability to make effective oral and written presentations.
- Ability to establish and maintain effective working relationships with district staff, elected officials, community organizations, other agencies and the general public.

Required Training and Experience

Requires any combination of training, education or experience equivalent to graduation from a four year college or university. With a major in Fire Science, Business Administration, Public Administration or related field, and extensive (5 years plus), progressively responsible, administrative and supervisory experience in fire prevention and suppression work, preferably with a municipal, county or state of fire department or district.

This job specification should not be construed to imply that these requirements are the exclusive standards for the position. Incumbents will follow any other instructions, and perform any other related duties as may be required by the Board of Directors.
Addendum D

Exceeding Expectations

To whom it may concern,

I wanted to send an email to let you know how much my family and I appreciate the high level of service that was received from one of your amazing crews who ran on my mother’s call, Jason Elliott, on 7/22/17. They were nothing short of professional, compassionate and extremely thorough. I was on shift that day and was unable to help my mother in tow. It was great to know that my Brother’s and Sister’s had my back and I hope you all know I have yours as well. In today’s world, individuals are very quick to complain when their needs are not met but rarely give praise when “above and beyond” customer service is administered. I believe in making sure people get the recognition they deserve which is why I am sending this email. I just wanted to say thank you to all of you for the help shown the world over. And thanks to Jason for getting me all the information needed. You were extremely helpful and your positive attitude was noticed. I am sure you’re an irreplaceable asset and appreciate you all.

Ray Lewis
Fire Chief
Central Fire & Rescue Department

6th Grade Leadership Academy

Operations

- Cardiac Survivor – L263 & M263 Crew
  - Captain/Paramedic Jeff Enrich
  - Firefighter/Paramedic Dan Elliott
  - Firefighter Bryan Heun
  - Firefighter Chris Robson
  - Paramedic Chad Rutledge
  - Aaron Costello
- Intern Academy Process
- Fire Academy – Potential New Hires

Wildland Deployment
Westfir, OR

- Bryan Heun, Engine Boss
- Jeremy Rocha
- Mike Wolfe
- Ryan Philips

July 2017 – Suppression Operations

<table>
<thead>
<tr>
<th>Average Response Time For Emergent Incidents</th>
<th>July 2017</th>
<th>July 2016</th>
<th>YTD (Fiscal)</th>
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<tr>
<td></td>
<td>5:04</td>
<td>5:07</td>
<td>5:07</td>
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</table>

Incident Type by Category

- Not Reported, 111, 13%
- Rescue & EMS, 492, 66%
- Service Call, 65, 9%
- Good Intent Call, 66, 9%
- Fire, 17, 3%
- False Alarm/Call, 12, 1%
- Hazardous Material, 3, 6%
- Special, 6, 9%
- Operations/Tasker, 0, 0%
- Severe Weather, 0, 0%

July 2017 – Transportation Operations

- Transport Services – Call Types
  - Total Transports: 372
  - Transports by Day: 7
**FY 2016/17 Transportation Revenue**

- During FY 2016/17, the Transport Division covered $781,124 in expense normally charged to the General (100) Fund.
- $337,563 of facility and utility related costs normally paid for by the General (100) Fund
- $443,621 in allocated Administrative/Support costs

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<th>Total Transport in FY 2016/17</th>
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<td>FY 2016/17 Annual Revenue</td>
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<td>FY 2016/17 Annual Actual Ambo Cost</td>
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<tr>
<td>Average Ambo Revenue Per Month</td>
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<td>Monthly Actual Ambo Cost</td>
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<tr>
<td>Ambo Revenue Per Transport</td>
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<tr>
<td>Ambo Cost Per Transport</td>
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**Community Service Events**

- August 1st, SFMD accepted the City of A1 Proclamation for Drowning Impact Awareness Month.
- August 5th, in partnership with Mountain Vista Hospital – Provided The Crossing apartment complex 50 Coast Guard Approved Life Vests for residents to use.
- August 14th, AED/CCR Training with Teachers and Staff at Peralta Trail Elementary School.
- August 30th, 265 Station Tour & Fire Safety with “Parents as Teachers” Program.

**SFMD Volunteers**

- Worked Over 1,400 Hours in FY 2016/2017

**!!THANK YOU!!**
Appendix B

B. Special Board Meeting Minutes from September 6, 2017

Submitted By:
Board Clerk Gene Gehrt
Board Secretary Jasmin Jones

Background / Discussion:
The special board meeting minutes of the previous meeting(s). 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):
Special Board Meeting Minutes from September 6, 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, SEPTEMBER 6, 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 Clerk Gehrt.

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 and Executive Assistant acting as Board Secretary Jasmin Jones were also present for the work session.

Chairman Cross stated that items 1 (BOD #2017-09-01), 2 (BOD #2017-09-02), and 4 (BOD #2017-09-04) would be combined.

1. Discussion, presentation, and possible action proposing a pilot program to add an additional engine at Fire Station 263 to assist with reduced response times and community risk reduction. (BOD #2017-09-01) – Addendum A

Interim Fire Chief Mike Farber presented this item to the Board (Addendum A). Some of the key points discussed were:
- To prioritize the community risk with a strategic allocation of resources
- Assist with firefighter sleep deprivation
- Assist with the call volume at Fire Station 263 and 261
- Reduction in response times
- Reallocation of resources
- Firefighter safety / reduce employee burnout
- Updated staffing plan
- Cost analysis
- Staffing strategy
- Vehicle strategy
- Equipment strategy
Chief Farber fielded comments and questions from the Board regarding the pilot program:

Director House clarified that Labor was happy with the pilot program and asked if they had input. Labor VP John Walka stated that they have been working closely with senior staff and there hasn’t been any objections.

Chief Farber went on to explain the request for approval to hire two (2) firefighters for attrition, if approved the firefighter recruits would go to the Phoenix Academy. Clerk Gehrt reminded Chief Farber that it was important to note that there would be no additional costs with the Phoenix Academy.

**Motion** by Director House to approve the Pilot Program to add an additional engine at Fire Station 263, to include the additional hiring of two (2) firefighter recruits to account for attrition in suppression operations.  **Seconded** by Director Strand.

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

---

3. Discussion and possible approval to hire four (4) 42-hour transportation services personnel to assist with staffing levels, reduction in over-time costs, and help to decrease suppression personnel fill-in. (BOD #2017-09-02) – **Addendum B**

Acting Assistant Chief Richard Mooney presented this item to the Board (Addendum B), key points discussed were as follows:

**Staffing Challenges**
- SFMD is not the primary employer for PT employees
- Two (2) shift minimum not being met
- Time allotted for filling vacant Medic 262 positions (BC and TSM staffing)
- Sick call outs is driving firefighter leave pool coverage
- Unit is being “browned out”
- No dedicated leave pool

**Human Resources**
- Since March 2016 there have been four (4) hiring processes for Transportation Services – 27 have been hired and 11 have resigned
- Process Requires
  - Resume Review
  - Interview Process
  - Fingerprinting / Background / On-Boarding / Pre-Employment
  - Certification Management
- Prop 206 PT sick leave tracking
- Payroll time consumption

**Training**
- New Hire orientation
- EMS Training
- Driver Training
- 2 Ride-Alongs
- Information Technology Training

**Turnover & Cost**
- Management of high turnover
- Software licensing (Target Solutions, Telestaff, ImageTrend, Microsoft)
Transportation Services Manager Billy Warrant explained hiring four (4) full time personnel for Medic 262 (2 EMTs and 2 Paramedics). They would work an A/B split schedule – not a 48/96 schedule.

**Motion** by Director Strand to approve the hiring of four (4) 42-hour transportation services personnel. **Seconded** by Director House.

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

4. Update and presentation of realigned duties and organizational changes. (BOD #2017-09-04) – [Addendum C](#)

Interim Fire Chief Mike Farber stated this item was explained in Item #1 – that included the new organizational chart. He went on to explain that there were copies for the Board to view and this item is for informational purposes only. (Addendum C).

5. 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 #2017-09-05) – [Addendum D](#)

Finance Director Roger Wood presented this item to the Board (Addendum D), key points presented were as follows:

**Summary of Revenue Budget Changes**

- **General 100 Fund Revenue** – **$101,997 INCREASE**
  - Addition of $9,800 in CM Grant Reimbursement income
  - Addition of Community Risk Reduction / Fall Prevention Grant offset of $92,197. The grant covers 95% of the wages & benefits of the Community Risk Reduction Specialist position.

- **Capital Projects 200 Fund Revenue** – **$28,358 INCREASE**
  - Elimination of matching cost for the VICC Training and 2nd set of turnouts grants in effect increases the funds available.

- **Special Projects 400 Fund Revenue** – **$377,906 DECREASE**
  - Elimination of the funds related to the VICC Training and 2nd set of turnouts grants that the District has been informed it did not get this fiscal year.
  - Addition of the Community Risk / Fall Prevention Grant that the District has been awarded.

- **Total Impact to Revenue Budget across all Funds** – **$247,551 DECREASE**

**General 100 Fund Expense Budget**

- Balanced at $14,641,551.57
- Changes in Expense Highlights
  - Administrative Service
    - $1,457 REDUCTION in Wages & Benefits Expense
    - $14,500 INCREASE in Admin Services Operating Expense
    - $64,906 INCREASE in Financial Reserve

**Changes impacting the General 100 Fund Expenses**

- Administrative Service Wage Changes
  - Clarity on Fire Chief settlement
  - Elimination of the previous Assistant Chief
  - Lowering of separation ELBO for retiring employee
  - 3-month delay of 3rd mechanic hiring until 1/1/18
  - Addition of two (2) new firefighters on 10/1/17
  - Promotion of one (1) captain 9/18/17
Changes impacting the General 100 Fund Expenses

- Administrative Service Operating Expense Changes
  - Increase in legal budget by $13,000
  - Adding back Rewards / Recognition budget $3,000 INCREASE
  - Adding back Accreditation budget $1,500 INCREASE
  - Reduction of copier maintenance and supplies budget due to a new lease agreement $3,000 DECREASE

- Fleet & Facilities Changes
  - $13,462 reduction in Wages
  - $3,820 increase in Fleet Overtime
  - $8,720 increase in budget for external repair and maintenance of fleet vehicles

- Emergency Services Changes
  - $51,896 INCREASE in Wages & Overtime budget
    - Increase in Shift Overtime to facilitate another engine at 263
    - Promotion of one (1) Captain on 9/18/17
    - Elimination of previous Assistant Chief Ops wages budget
    - Elimination of VICC Grant matching for overtime
  - $21,844 DECREASE in Operating expense
    - Reduction in Recruit Academy tuition expense
    - Reduction in Blue Card annual membership renewals
    - Elimination of VICC Grant matching for training supplies and registration fees

- Community Service / Fire Prevention Changes
  - $2,048 DECREASE in wages
    - Reassignment of Deputy Fire Marshal to Engineer on 1/1/18
  - $3,000 DECREASE in Operating expense
    - Elimination of Multi-Media supplies and training budget

- TOTAL CHANGE - $101,997 INCREASE

Changes impacting the Transportation Services 150 Fund

- Hiring two (2) FT 42-hour Paramedics and two (2) FT EMTs starting 12/4/17 to turn 4th ambulance into FT 12x7 ambulance

Changes impacting the Capital 200 Fund Expenses

- Elimination of Grant Matching expenses for VICC Training Grant and AFG 2nd Set of Turnouts
- Total Change $28,358 DECREASE

Special Revenue Donations/Grant 400 Fund

- Reduced due to removal of grants – VICC Training Grant (15%), AFG 2nd Set of Turnouts (10%), Transfer in from 200 Fund for AFG Grant
- Net Change $377,906 DECREASE

Mr. Wood fielded questions and comments from the Board:

Director House questioned the first slide in the presentation showing the forecast for 2018/2019 which shows an additional $1 million. Mr. Wood stated this amount is projected and he reminded Director House that as presented in the previous board meeting the 3-year forecast (BOD #2017-08-08) assumptions were based on a conservative 3% (NAV, Revenue, etc.), he also stated that this does not take into consideration the grants that may or may not be awarded. Director House thanked Roger for all of his hard work and stated he appreciates the transparency.

Chairman Cross thanked Roger Wood and staff for all of their hard work creating the amended budget. Director Moeller and Clerk Gehrt echoed the sentiment.
Motion by Director House to adopt Resolution 2017-07 adopting an amended budget of $20,457,675 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. Seconded by Director Moeller

Vote 5 ayes, 0 nays. MOTION PASSED.

*The meeting is set for September 27, 2017 at 4:00 PM.

6. Call to Public. (BOD #2017-09-n/a)
   
   N/A

7. Adjourn (BOD #2017-09-06)
   
   Motion by Director House at 5:03 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

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<th>Cost of Open Position</th>
<th>Cost and Frequency</th>
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<th>Cost of Staffing New Algorithm</th>
<th>Light Duty Adjustment 1 Person All the Time</th>
<th>Staffing Plan Reductions of Position to Cover (With LD)</th>
<th>Cost of Staffing New Algorithm Based on Frequency (No LD)</th>
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$250,000.92 | $110,998.86 | $53,258.46
PILOT PROGRAM: ADDITIONAL COMPANY AT 263

PURPOSE OF PILOT PROGRAM

- The purpose of adding E263 is to prioritize an identified community risk with the integration and strategic allocation of resources (emergency response) to reduce negative impact.
- Improve firefighter safety through the applied recommendations and guidelines of the NFPA.

FIREFIGHTER SAFETY – SLEEP DEPRIVATION

- Sleep deprivation causes cognitive fatigue, slowed reaction times, decreased vigilance and impaired complex reasoning skills (Dr. Susan Korn, 2016).
- 18 hours of sleep deprivation is equivalent to .05 percent blood alcohol level. 2 hours of sleep deprivation is equivalent to a .10 blood alcohol level or .02 over the legal limit (Rucus & Miller, as cited by Miller 2016).
- Sleep deprivation increases risk taking behavior (Peterson 2016).
- Increases incidents of cardiovascular disease, cancer, diabetes.
- Neuroscientist Jeff Iliff discovered that sleep deprivation perpetuates Alzheimer’s by a build up of amyloid-beta proteins in the brain cells. Sleep deprivation causes the body to be unable to rid amyloid-beta through the glymphatic waste management system.

263 AND 261 CALL VOLUME

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- NFPA recommends stations exceeding 3,500 requests for service add another unit.
- For maximum efficiency Fire Responses should be between 2,000-2,500 per year (NFMD Impact Study 2004)

SFMD has reached call volume capacity at station 263 and is quickly approaching this threshold at station 261 as well.

WHY TIME MATTERS

- CPR and Basic Life Support skills should be started within 4 minutes (to prevent brain damage) and Advanced Life Support should begin in 8 minutes (AHA 2016).
- Brain Death occurs at 8 minutes. BLS and ALS skills should be already started.
- Fire will double every 2 minutes (NIST and Mesa Impact Study)
- Flashover – The room is so hot everything ignites in less than 8 minutes
- At Flashover the survival rate is zero, housing structure is compromised and may collapse

RESPONSE TIME IMPACT

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COMPARABLE AGENCIES

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<tr>
<th>Agency</th>
<th>Backfill</th>
<th>Training</th>
<th>Leave Pool</th>
<th>Call Volume &amp; Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sedona</td>
<td>$500,000</td>
<td>$350,000</td>
<td>N/A</td>
<td>4,358 / 5 Stations</td>
</tr>
<tr>
<td>Daisy Mountain</td>
<td>$500,000</td>
<td>$135,000</td>
<td>2</td>
<td>1,500 / 4 Stations</td>
</tr>
<tr>
<td>North County</td>
<td>$598,908</td>
<td>N/A</td>
<td>3</td>
<td>10,456 / 5 Stations</td>
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<tr>
<td>Gold Run</td>
<td>$300,000</td>
<td>N/A</td>
<td>6</td>
<td>12,273 / 7 Stations</td>
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<tr>
<td>Northwest</td>
<td>$600,000</td>
<td>N/A</td>
<td>10</td>
<td>14,000 / 10 Stations</td>
</tr>
<tr>
<td>Supersition</td>
<td>$50,000</td>
<td>$12,500</td>
<td>6</td>
<td>9,603 / 5 Stations</td>
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</table>

SUPPRESSION COUNT OF PERSONNEL

<table>
<thead>
<tr>
<th>Position</th>
<th>Current</th>
<th>Required for 2nd Unit 263</th>
<th>Meets Requirement?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Captain</td>
<td>23</td>
<td>21 (Required for Suppression)</td>
<td>Yes</td>
</tr>
<tr>
<td>Engineer</td>
<td>16</td>
<td>18 would be needed (2 short)</td>
<td>N/A</td>
</tr>
<tr>
<td>Firefighter</td>
<td>42</td>
<td>42 for all shifts - 6 for Leave Pool</td>
<td>Yes</td>
</tr>
<tr>
<td>ALS Suppression</td>
<td>50</td>
<td>Technically 49 (excluding Training Captains)</td>
<td>Yes</td>
</tr>
<tr>
<td>BLS Suppression</td>
<td>30</td>
<td>Technically 29 (excluding 1 BSO)</td>
<td>Yes</td>
</tr>
</tbody>
</table>
REALLCATION OF RESOURCES

<table>
<thead>
<tr>
<th>Position</th>
<th>2016/17</th>
<th>2017/18</th>
<th>2018/19</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Admin</td>
<td>Field</td>
<td>Admin</td>
</tr>
<tr>
<td>Chief/Interim Chief</td>
<td>$28,578</td>
<td>$116,480</td>
<td>$156,825</td>
</tr>
<tr>
<td>SC - Ops</td>
<td>$16,084</td>
<td>$161,922</td>
<td>$139,099</td>
</tr>
<tr>
<td>SC - Community</td>
<td>$223,292</td>
<td>$717,556</td>
<td>$717,556</td>
</tr>
<tr>
<td>SC - Admin Services</td>
<td>$151,405</td>
<td>$118,056</td>
<td>$10,036</td>
</tr>
<tr>
<td>Tech Support/24/7</td>
<td>$106,746</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC - Processing</td>
<td>$74,542</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd Mechanic</td>
<td>$56,340</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Media Spec</td>
<td>$104,728</td>
<td>$106,793</td>
<td>$106,793</td>
</tr>
<tr>
<td>Captain - Admin</td>
<td>$116,094</td>
<td></td>
<td>$120,794</td>
</tr>
<tr>
<td>Deputy Fire Marshal</td>
<td>$116,094</td>
<td></td>
<td>$120,794</td>
</tr>
<tr>
<td>Total</td>
<td>$1,442,089</td>
<td>$1,118,884</td>
<td>$929,622</td>
</tr>
<tr>
<td>Savings</td>
<td>$323,925</td>
<td></td>
<td>$512,388</td>
</tr>
</tbody>
</table>

* Savings from Eliminated/Delayed Positions in the 2017/18 FY $279,294

STAFFING PLAN

- A clear and consistent staffing plan enables the district to control costs, and provide effective service delivery to our citizens.
- **Assumptions:**
  - 1 person is always on light duty
  - 2 firefighters have been hired (to replace existing positions)
  - 4 Firefighters per Unit
  - 2 Firefighters are in the Leave Pool for Each Shift

STAFFING STRATEGY - SUPPRESSION

<table>
<thead>
<tr>
<th>Vacancy</th>
<th>Strategy</th>
<th>Cost</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Leave Pool</td>
<td>$0</td>
<td>45</td>
</tr>
<tr>
<td>2</td>
<td>*Leave Pool [<em>2 FF]</em></td>
<td>$0</td>
<td>81</td>
</tr>
<tr>
<td>3</td>
<td>*Leave Pool / Compromise E265</td>
<td>$0</td>
<td>105</td>
</tr>
<tr>
<td>4</td>
<td>*Leave Pool / Compromise E265 / Compromise E263</td>
<td>$0</td>
<td>79</td>
</tr>
<tr>
<td>5</td>
<td>*Leave Pool / Compromise E265 &amp; E263 / Hire Back 1</td>
<td>$1,219.76</td>
<td>29</td>
</tr>
<tr>
<td>6</td>
<td>*Leave Pool / Compromise E265 &amp; E263 / Hire Back 2</td>
<td>$2,439.53</td>
<td>9</td>
</tr>
<tr>
<td>7</td>
<td>*Leave Pool / Compromise E265 &amp; E263 / Hire Back 2 / Compromised E262</td>
<td>$2,439.53</td>
<td>5</td>
</tr>
<tr>
<td>8</td>
<td>*Leave Pool / Compromise E265 &amp; E263 / Hire Back 2 / Compromise E262 / Assign B50 or Training Captain</td>
<td>$2,439.59</td>
<td>1</td>
</tr>
</tbody>
</table>

VEHICLE STRATEGY

**Primary Units**
- C66.75' Pierce Ladder
- C93 Pierce Pumper

**Reserve Units**
- E67 E266 Pierce Pumper
- C53 E268 ALF Pumper
- C68 TRV263 GMC 5500
- C75 Brush 262 Type III

**Other Options**
- Rent from Gilbert or Mesa for $18.80 per hour
- Compromise Unit
- *Although not optimal - 6 months for piles and approximately 1 year for the build on the new pumper*

EQUIPMENT STRATEGY

- Mission Ready
  - MCE, eGR tablets, Radios
  - Medical Bases (Grey, Black, Orange)
  - Heart Monitor
  - Backboards
  - Extrication Tools
  - Fry bar, Ax, Pike Pole, Piercing Nozzle, hose adapters, PPV fans, air bags, SCBA, etc...

WHAT DOES IT COST? (24 HOUR PERIOD)

<table>
<thead>
<tr>
<th>Position</th>
<th>24 Hour Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacancy</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>$1,219.76</td>
</tr>
<tr>
<td>2</td>
<td>$2,439.53</td>
</tr>
<tr>
<td>3</td>
<td>$3,659.30</td>
</tr>
<tr>
<td>4</td>
<td>$4,879.07</td>
</tr>
<tr>
<td>5</td>
<td>$6,098.83</td>
</tr>
<tr>
<td>6</td>
<td>$7,118.60</td>
</tr>
<tr>
<td>7</td>
<td>$8,538.36</td>
</tr>
<tr>
<td>8</td>
<td>$9,758.13</td>
</tr>
</tbody>
</table>
BENEFITS OF PILOT PROGRAM

- Reduction of Response Time from E261 responding to incidents in 263’s area – Creates reliability across all stations
- To follow recommendations and guidelines set forth by the National Fire Protection Agency (NFPA)
- Firefighter Safety / Reduce Employee Burn Out
- Creates potential ISO rating of a 2 (Lowerers insurance costs for community)
- ARU (E263) Can be Used as Coverage during Training, and Special Events
- A Measurable Program (January to June 2018)

PILOT PROGRAM PERFORMANCE MEASUREMENTS

- Reduction in Response Times
- Increase Cardiac Arrest Survival Rate
- Reduce Fire Spread – Confined to Room of Origin
- Apparatus Up/Down Time
- Firefighter Fatigue, Injury, Sick Time Usage, and Morale
- Financial Impact (Overtime / PTO / Maintenance)
- Reduce ISO Rating

QUESTIONS?
Addendum B

MEDIC 262
Consideration of Hiring Full Time Personnel

HUMAN RESOURCES

- Since March 2016 there has been 4 hiring processes for Transportation Services, 27 have been hired and 11 have resigned.
- This process requires:
  - Resume Review
  - Interview Process
  - Finger Printing/Background/Onboarding/Pre-employment drug screen
  - Certification Management
- Prop 20A part time sick leave tracking
- Payroll time consumption

TRAINING

- New Hire Orientation
- EMS Training
- Driver Training
- 2 Ride Alongs
- Information Technology Training

Total Cost: $540 per EMT and $312 per Paramedic

PROPOSAL

- Hire 4 Full Time Personnel for staffing of Medic 262
- 2 EMT’s and 2 Paramedics
- Medic 262 operates as peak demand during 0900-2100
- This will not be consistent with the 48/96 schedule
- This schedule is an A/B split

- Future Costs:
  - Amendment 2017/18 $34,000
  - 2018/19 $80,000

-turnover & cost

Turnover
- Management of high turnover – removing people from electronic systems
- Software Licensing (Target Solutions, Telestaff, ImageTrend, Microsoft)

Costs (Total $29,500 for 36 Part-Time EEs)
- Uniforms; badges; $150 per person
- Software Licensing $323 per person
- Onboarding $160 per person
- Benefits: [Basic life/EAP] $197 per person

GOALS

- Control Costs:
  - Decrease Storm Coverage on all Medic Units
  - Reduction in Administrative Support (NR, HR, Training and Onboarding, TSM)
  - Add 4 Personnel to Cover Earned Leave

- More Consistent and Reliable Service Delivery

STAFFING

- Staffing Challenges
  - SFMD is usually not the primary employer
  - 2 shift minimum not being met (by most part-time staff)
  - Time allotted for filling vacant Medic 262 positions (BC and TSM staffing)
  - Sick call outs is driving firefighter leave pool coverage
  - Unit is being “browned out”
  - No Dedicated Leave Pool

Questions
**Addendum D**

**FY 2017 / 2018 Amended Budget**

**Superintendent Fire & Medical District Budget - FY 2017 / 2018**

**Budget Income Summary**

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Operating (Main)</td>
<td>$14,683,692.40</td>
<td>$14,641,034.07</td>
<td>$14,633,941.58</td>
<td>$14,622,954.40</td>
<td>$14,618,070.87</td>
<td>$14,622,954.40</td>
<td>$14,618,070.87</td>
<td>$14,614,034.07</td>
<td>$14,603,941.58</td>
<td>$14,597,954.40</td>
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<td>Transient Services</td>
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<td>$2,091,295.40</td>
<td>$2,040,434.49</td>
<td>$2,040,434.49</td>
<td>$3,023,108.50</td>
<td>$2,091,295.40</td>
<td>$2,091,295.40</td>
<td>$2,040,434.49</td>
<td>$2,040,434.49</td>
<td>$3,023,108.50</td>
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<tr>
<td>Capital Projects</td>
<td>$1,433,048.70</td>
<td>$1,433,048.70</td>
<td>$1,484,972.50</td>
<td>$1,484,972.50</td>
<td>$2,058,061.50</td>
<td>$1,433,048.70</td>
<td>$1,433,048.70</td>
<td>$1,484,972.50</td>
<td>$1,484,972.50</td>
<td>$2,058,061.50</td>
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<tr>
<td>Special Revenue</td>
<td>$1,176,000.00</td>
<td>$1,176,000.00</td>
<td>$1,176,000.00</td>
<td>$1,176,000.00</td>
<td>$1,176,000.00</td>
<td>$1,176,000.00</td>
<td>$1,176,000.00</td>
<td>$1,176,000.00</td>
<td>$1,176,000.00</td>
<td>$1,176,000.00</td>
</tr>
<tr>
<td>Community Medicine Grant</td>
<td>$247,000.00</td>
<td>$247,000.00</td>
<td>$247,000.00</td>
<td>$247,000.00</td>
<td>$247,000.00</td>
<td>$247,000.00</td>
<td>$247,000.00</td>
<td>$247,000.00</td>
<td>$247,000.00</td>
<td>$247,000.00</td>
</tr>
<tr>
<td>Debt Retirement with Principal</td>
<td>$35,211.50</td>
<td>$35,211.50</td>
<td>$35,211.50</td>
<td>$35,211.50</td>
<td>$35,211.50</td>
<td>$35,211.50</td>
<td>$35,211.50</td>
<td>$35,211.50</td>
<td>$35,211.50</td>
<td>$35,211.50</td>
</tr>
<tr>
<td>Debt Retirement and interest</td>
<td>$37,161.62</td>
<td>$37,161.62</td>
<td>$40,776.64</td>
<td>$40,776.64</td>
<td>$52,905.82</td>
<td>$37,161.62</td>
<td>$37,161.62</td>
<td>$40,776.64</td>
<td>$40,776.64</td>
<td>$52,905.82</td>
</tr>
<tr>
<td>Total Revenue and interest</td>
<td>$96,087,053.40</td>
<td>$96,087,053.40</td>
<td>$96,087,053.40</td>
<td>$96,087,053.40</td>
<td>$96,087,053.40</td>
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<td>$96,087,053.40</td>
<td>$96,087,053.40</td>
<td>$96,087,053.40</td>
<td>$96,087,053.40</td>
</tr>
</tbody>
</table>

**FY 2017 / 2018 Amended Budget**

**General (100) Fund Expense Budget.**

Balanced at $14,641,551.57

Changes in Expense Highlights:
- Administrative Service (Division 10) - $1,457 reduction in Wages & Benefits expense
- $14,500 increase in Admin Services Operating expense
- $64,906 increase in Financial Reserve

**FY 2017 / 2018 Amended Budget**

Changes impacting the General (100) Fund Expense.

Administrative Service (Division 10) Operating Expense Changes:
- Increase in legal budget by $13,000
- Adding back Rewards / Recognition budget - $3,000 increase
- Adding back Accreditation budget - $1,500 increase
- Reduction of Copier Maintenance and Supplies budget due to new lease agreement - $1,000 decrease

**FY 2017 / 2018 Amended Budget**

Changes impacting the General (100) Fund Expense.

Emergency Services (Division 40) Changes:
- $51,896 increase in Wages & Overtime budget
- Increase in Shift Overtime to facilitate another engine at S263
- Promotion of one Captain on 9/18/17
- Elimination of previous Asst. Chief - Ops wages budget
- Elimination of VCC Grant matching for overtime
- $21,844 decrease in Operating expense.
- Reduction in Recruit Academy tuition expense
- Reduction in Blue Card annual membership renewals
- Elimination of VCC Grant matching for training supplies and registration fees

**FY 2017 / 2018 Amended Budget**

Summary of revenue budget changes.

- General (100) Fund Revenue - $101,997 increase
  - Addition of $9,800 in CM Grant Reimbursement income
  - Addition of Community Risk Reduction / Fall Prevention Grant offset of $91,197.
  - The grant covers 95% of the wages & benefits of the Community Risk Reduction Program.

- Capital Projects (200) Fund Revenue - $28,358 increase
  - Elimination of matching cost for the VCC Training and 2nd Set of Turnouts grants in effect increases the funds available in the fund.

- Special Projects (400) Fund Revenue - $377,906 decrease
  - Elimination of the funds related to the VCC Training and 2nd Set of Turnouts grants that the District has been informed it did not get this fiscal year.
  - Addition of full impact of Community Risk / Fall Prevention Grant that the District has been awarded.

- Total Impact to Revenue Budget across all Funds: $247,551 decrease
FY 2017 / 2018 Amended Budget

Changes impacting the Transport Services (150) Fund.

Hiring of two full-time 42-hour Paramedics and two full-time EMTs starting 12/4/17 to turn 4th ambulance into full time 12X7 ambulance.
- Eliminates the reliance on part-time employees who have proven difficult to manage due to their having full time jobs elsewhere. If they have the opportunity to work overtime for their full time employer, they do and that leaves SFMD without coverage.
- Should significantly reduce the Transport Services Division reliance of Sworn employees to cover, reducing Sworn Coverage – Wages cost.
- Total Change: $0

NOTE: In order to keep the 150 Fund in balance, the offset to the approximate $36,000 in FY17/18 cost due to the hiring of the full time 42-hour Paramedics and EMTs was the reduction of allocated costs from the General (100) Fund.

FY 2017 / 2018 Amended Budget

Special Revenue (Donations / Grant – 400) Fund.

Reduced due to the removal of the following grants:
Grants (Agency Share)
- UCC Training Grant (15%) $95,634
- AFG 2nd Set of Turnouts (10%) $27,638
- Transfer in from 260 Fund for AFG Grant $28,330
- $279,500

Increased due to the District being awarded the Community Risk Reduction / Fall Prevention Grant which includes reimbursement of 95% of the wages & benefits for the Community Risk Reduction Specialist position.
- Fall Prevention Grant (5%) $503,501
- Transfer Out to 260 Fund (Wages & Benefits) $562,127
Net Change to Special Revenue (400) Fund $377,906 (decrease)

FY 2017 / 2018 Amended Budget

Changes impacting the Capital (200) Fund Expense.

Elimination of Grant Matching expense for the following grants:
- UCC Training Grant
- AFG 2nd Set of Turnouts
- Total Change: $28,358 decrease in expense.

Savings was reflected in a $28,358 increase in the Capital Fund financial reserve (200-10-63150-10).

FY 2017 / 2018 Amended Budget

<table>
<thead>
<tr>
<th>FUND</th>
<th>2017 / 2018 Approved Budget</th>
<th>2017 / 2018 Tentative Amended Budget</th>
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<tbody>
<tr>
<td>General Operating (MAO)</td>
<td>$14,539,556.27</td>
<td>$14,648,551.57</td>
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<tr>
<td>Transport Services</td>
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<td>$2,863,454.36</td>
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<tr>
<td>Capital Projects</td>
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<td>Special Revenue</td>
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<tr>
<td>Community Medicine Grant</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>Debt Retirement Principal</td>
<td>$583,616.87</td>
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<td>Debt Retirement Interest</td>
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<td>$408,714.61</td>
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<tr>
<td></td>
<td>$20,795,226.00</td>
<td>$20,457,678.00</td>
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</tbody>
</table>
Appendix C

C. Contract with the PrePlanners, LLC

Submitted By:
Acting Assistant Chief Rich Mooney

Background / Discussion:
This item comes before the Board for the second time, it was originally presented on consent at the July 19, 2017 board meeting (BOD #2017-07-08). Changes Clerk Gehrt requested to be made were complete and passed through Legal Counsel Donna Aversa.

The contract provides a list of the work that the company will perform for our selected pre-plans. SFMD will provide the company with documentation so they can begin the work.

Financial Impact/Budget Line Item:
N/A

Enclosure(s):
The PrePlanners, LLC Contract
PROFESSIONAL SERVICES AGREEMENT

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

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

1. SCOPE OF WORK

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

B. Performance Monitoring: To ensure satisfactory and timely performance, Company shall produce written reports or other written documents as needed or directed to John Suniga or Fire Chief Mike Farber (the “Project Manager”) by the dates indicated: First Phase – no later than October 1, 2017. Dates for future phases shall be added as addendums to this agreement.

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

2. PERFORMANCE PERIOD

The performance period of this Agreement shall begin on the effective date, October 1, 2017, and shall not extend beyond June 30, 2018 not more than 1 year after the effective date, unless amended by written mutual agreement.

3. COMPENSATION AND PAYMENT

A. Fee: The Client agrees to pay the Company for Services provided pursuant to this Agreement on the terms described in Exhibit B, which is attached hereto and expressly incorporated here in reference, not to exceed $4,000.00 for the term of this Agreement.

B. Invoice for Payment: Company shall prepare 2 invoices for payment, substantiated with reasonable documentation, including original papers and receipt, which shall be submitted to Jennifer Burke (Jennifer.burke@sfmd.az.gov) via email. Superstition Fire & Medical District 565 N. Idaho Rd., Apache Junction, AZ 85119.
Payment is due upon receipt and is past due ten (10) business days from receipt of Invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify the Company within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the Company’s Invoice that is not in dispute shall be paid in accordance with the procedures set forth herein.

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

C. Reimbursable Costs Exhibit B: Client shall reimburse the Company all costs incurred in connection with the Services rendered. Reimbursable costs include, but are not limited to, travel costs, subcontractors, materials, computer costs, telephone, copies, delivery, etc. that are attributable to a project or Service (the “Reimbursable Costs”). Travel costs are defined as air travel, lodging, meals and incidentals, ground transportation, tools, and all costs associated with travel. All extraordinary travel expenses must receive Client’s approval. The Company shall provide to Client substantiation of Reimbursable Costs incurred.

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

4. CONFIDENTIALITY

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

5. INTELLECTUAL PROPERTY RIGHTS

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

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

6. TERMINATION OF AGREEMENT

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

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

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

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

7. INDEPENDENT CONTRACTOR RESPONSIBILITIES

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

8. LIABILITY

To the fullest extent allowed by law, Client agrees to indemnify and hold harmless the Company and their agents and employees from and against all claims or losses including reasonable attorneys’ fees, arising out of or resulting from the negligence or omissions of
the Client, its partners, directors, officers, employees, licensees, subcontractors or agents, in the provisions of products and services under this Agreement.

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

9. ASSIGNMENT OR MODIFICATION

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

10. GOVERNING LAW

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

11. USE OF CLIENT NAME

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

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

THE PREPLANNERS, LLC

_________________________________  ______________________________
Signature  Signature

_________________________  ______________________________
Robert Perez   ___ ______________________________
Printed Name  Printed Name

Partner

Title

__Sep. 13, 2017 _______________ ______________________________
Date  Date

SUPERSTITION FIRE/MEDICAL DISTRICT

_________________________________
Signature

_________________________  ______________________________
Printed Name  Printed Name

Title

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

- Provide electronic copies of SFMD designated preplan(s). The format will be an AutoCAD (.DWG) file.

- Provide electronic copies of SFMD designated preplan(s). The format will be an Adobe Acrobat (.PDF) file.

- Both DWG & PDF files will be uploaded to the SFMD FTP site (if available).

- Provide preplan(s) that are spatially correct, using the projection standard of NAD83 Arizona Central State Plane – US Foot – zone 202.

- Provide standardized symbols for fire department protection features and utility shut-offs.

- Provide a preplan(s) layout for each designated address, utilizing paper sizes of 8.5” x 11” or 11” x 17” format.

- Levels of Details:
  1. Shell building with fire protection features or,
  2. Detailed building layout showing interior walls, door swings, text, etc., plus fire protection features.
EXHIBIT A  
(Continue)

SERVICES

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

- Current Land base shape files. This information will be used to spatially locate preplans. Specific shape files needed are:
  
  1) Street ROWs or Parcels  
  2) Lot lines (if available)  
  3) Building footprints (if available)  
  4) Address points  
  5) Fire Hydrants  
  6) Parking lot lines (if available)

- Access to aerials used by SFMD. This information will aid in the development of parking lot lines and/or preplans.

- Order of priority for preplan development (Schools, Commercial, etc).

- A photo copy of each completed Site Inspection Survey, which will be used for recordkeeping purposes. Survey must be complete, in order for the preplan(s) to be completed in a timely manner.

- Access to SFMD FTP Site which will be used for posting completed preplan DWG’s and PDF’s.

- Designated mailbox location for Site Inspection Surveys drop-off/pick-up if necessary.
EXHIBIT B

FEES

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

**Development Fees** $ 4,000.00

First Phase includes the following items:
1) Development of a total of 9 Preplans
   - RV Parks (2 ea.)
   - Medical/Healthcare facilities (2 ea.)
   - Commercial Retail (5 ea.)

2) Preplan Post-processing (for inclusion into CAD Mobile Map)

3) Update to Site Inspections Survey forms and Preplan Title Blocks with current Superstition Fire & Medical District logo.

4) Administrative cost

**Total Cost:** $ 4,000.00

Any reimbursable expenses will be determined on an as needed basis, at which time both parties will agree upon the type of expense and associated cost.
PREPLAN DEVELOPMENT

1. **Canyon Vista RV**  
   6601 E US Hwy 60, Gold Canyon AZ

2. **Gold Canyon RV**  
   7151 E US Hwy 60, Gold Canyon, AZ

3. **Apache Junction Medical Plaza**  
   2080 W Southern, Apache Junction, AZ

4. **Vision Senior Care**  
   1510 E Broadway Bldg. B, Apache Junction, AZ

5. **Best Western**  
   1101 W Apache Trail, Apache Junction, AZ

6. **Best Western-Gold Canyon**  
   8333 E Sunrise Sky, Gold Canyon, AZ

7. **Motel 6**  
   251 E 29th Ave

8. **Ocotillo Plaza**  
   2114 W Apache Trail

9. **Fry’s Marketplace and Shop A**  
   95 S Idaho  
   140 E Old West Hwy
Appendix D

D. Agreement for EMS Standby – Superstition Mountain Museum Heritage Days

Submitted By:
Acting Assistant Chief Richard Ochs

Background / Discussion:
This item comes before the Board to provide EMS standby for Heritage Days / Apacheland Reunion as requested by the Superstition Mountain Museum.

The contract is valid for two (2) days, January 13th and 14th of 2018. Costs are based on average overtime rates for one (1) EMT provider and one (1) Paramedic provider.

The agreement has been approved by Legal Counsel Donna Aversa.

Financial Impact/Budget Line Item:
TBD

Enclosure(s):
Agreement for EMS Standby for Heritage Days
May 17, 2017

Jeff Danford – Event Coordinator
Superstition Mountain Museum
4087 N. Apache Trail, Apache Junction, AZ 85119
(480) 983-4888 x105
Coordinator@superstitionmountainmuseum

Re: 2018 Heritage Days / Apacheland Reunion

Mr. Danford,

This Medical Staffing Agreement represents the cost associated with providing Emergency Medical Services (EMS) to staff a Medical Aid Station for the Heritage Days / Apacheland Reunion on January 13th and 14th, 2018. This is a joint agreement between Superstition Mountain Museum and the Superstition Fire & Medical District, and is only valid for the scheduled event days of January 13th and 14th, 2018. This agreement provides for one EMT Basic provider and one Paramedic Advanced provider to serve as medical aid services, as required by the Pinal County Special Event Permit. As a component of this agreement, and at your request, a letter can be provided to Pinal County Development Services with regards to the established 911 system response capabilities and available resources.

The following obligations are agreed upon by both parties as per the execution of this agreement for services:

**Fire District’s Obligations:**

1. Provide one (1) State Certified Paramedic, advanced level provider and one (1) State Certified EMT, basic level provider to staff a medical aid station at the special event located at 4087 N. Apache Trail, Apache Junction, AZ 85119 on Saturday, January 13 and Sunday, January 14, 2018 from the hours of 9:00 am until 4:00 pm each day (8 hours total per day).
2. Provide all necessary advanced life support equipment required for Paramedic level care.
3. Provide all necessary disposable medical supplies.
4. Provide communications equipment for contact with Mesa Regional Dispatch Center for the purpose of requesting additional resources for the treatment or transport of patients at the event.
5. Provide for the disposal of medical waste or other bio hazard materials generated by the treatment of patients at the event.
**SCHEDULE 'A'**

Cost of two personnel for 8 hours (8:30 am through 4:30 pm), each day of the event services [.5 hours for transportation, set-up and take-down]

**Personnel costs:**

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Rate Per Hour</th>
<th>Cost for 8 hours</th>
<th>Cost per day</th>
<th>Total Cost for 16 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified Paramedic Provider</td>
<td>$68.99</td>
<td>$551.92</td>
<td>$1029.68</td>
<td>$2059.36</td>
</tr>
<tr>
<td>Certified EMT Provider</td>
<td>$59.72</td>
<td>$477.76</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*These costs represent actual hourly overtime rates for personnel based on current SFMD special event overtime rates. These costs can be used to calculate additional resources if needed.*
Superstition Fire & Medical District
565 North Idaho Road, Apache Junction, AZ 85119
Phone (480) 982-4440, Fax (480) 982-0183
www.sfmd.az.gov

Superstition Mountain Museum Obligations:

1. Agree to payment for services of one (1) State Certified Paramedic provider and one (1) State Certified EMT provider to staff a medical aid station at the special event located at 4087 N. Apache Trail, Apache Junction, AZ 85119 on Saturday, January 13 and Sunday, January 14, 2018 from the hours of 9:00 am until 4:00 pm each day (9 hours per day or 18 total hours) per Schedule ‘A’. (attached).

2. Provide a secure and centralized location for the staging of an Adaptive Response Emergency Vehicle. This location shall have direct access in and out of the event grounds to avoid any delays in transportation of patients or response of additional emergency response vehicles.

3. Signage to identify the medical aid services location.

4. Provide radio equipment to allow for an emergency communications link from the medical aid station to event security and event coordinators throughout the duration of the event.

5. Clear and protected access at all times for additional emergency vehicle traffic into the event.

6. Hand washing station equipped with water and hand soap/sanitizer located within the medical aid station.

If all conditions and obligations are agreed upon by parties, the Fire District and Superstition Mountain Museum, this document and representative(s) signature(s) shall be considered and accepted as a binding agreement. Affixed signatures and receipt of payment must be received in advance of the scheduled event date at our administration office located at 575 N. Idaho Rd, Apache Junction, AZ, 85119 for this agreement to remain valid.

Superstition Fire and Medical District

Agent: __________________________
Printed: _________________________
Co-Agent: _________________________
Printed: _________________________

Superstition Mountain Museum

Agent: __________________________
Printed: _________________________
Co-Agent: _________________________
Printed: _________________________
Appendix E

E. Agreement for EMS Standby – Gold Canyon Arts Festival

Submitted By:
Acting Assistant Chief Richard Ochs

Background / Discussion:
Carole Lindemann, Festival Coordinator for the annual Gold Canyon Arts Festival has requested an agreement for medical standby personnel for their January 27, 2018 event.

The District will provide one (1) EMT basic provider and one (1) Paramedic advanced provider as requested and will be reimbursed at an average overtime rate for the personnel.

This is an annual event that the District has provided the standby personnel for the past several years. The agreement has been approved by Legal Counsel Donna Aversa.

Financial Impact/Budget Line Item:
TBD

Enclosure(s):
Gold Canyon Arts Festival Medical Staffing Agreement
August 24, 2017

Carole Lindemann – Festival Coordinator
Gold Canyon Arts Council
(480) 474-8201
Carbill5@mchsi.com

Re: 2018 Gold Canyon Arts Festival; Medical Staffing Agreement

Ms. Lindemann,

This Medical Staffing Agreement represents the cost associated with providing Emergency Medical Services (EMS) to staff a Medical Aid Station for the Gold Canyon Arts Festival on January 27, 2018. This is a joint agreement between the Gold Canyon Arts Council and the Superstition Fire & Medical District, and is only valid for the scheduled event of January 27, 2018. This agreement provides for one EMT Basic provider and one Paramedic Advanced provider to serve as medical aid services as required by the Pinal County Special Event Permit. As a component of this agreement, and at your request, a letter can be provided to Pinal County Development Services with regards to the established 911 system response capabilities and available resources.

The following obligations are agreed upon by both parties as per the execution of this agreement for services:

**Fire District’s Obligations:**

1. Provide one (1) State Certified Paramedic, advanced level provider and one (1) State Certified EMT, basic level provider to staff a medical aid station at the special event located at 6640 S. Kings Ranch Road, Gold Canyon, AZ 85118 on Saturday, January 27, 2018 from the hours of 8:30am until 4:30pm (8 hours total).
2. Provide all necessary advanced life support equipment required for Paramedic level care.
3. Provide all necessary disposable medical supplies.
4. Provide communications equipment for contact with Mesa Regional Dispatch Center for the purpose of requesting additional resources for the treatment or transport of patients at the event.
5. Provide for the disposal of medical waste or other bio hazard materials generated by the treatment of patients at the event.
Gold Canyon Arts Council Obligations:

1. Agree to payment for services of one (1) State Certified Paramedic provider and one (1) State Certified EMT provider to staff a medical aid station at the special event located at 6640 S. Kings Ranch Road, Gold Canyon, AZ 85118 on Saturday, January 27, 2018 from the hours of 8:30am until 4:30pm (8 hours total) per Schedule ‘A’ (attached).

2. Provide a secure and centralized location for the staging of an Adaptive Response Emergency Vehicle. This location shall have direct access in and out of the festival grounds to avoid any delays in transportation of patients or response of additional emergency response vehicles.

3. Signage to identify the medical aid services location.

4. Provide radio equipment to allow for an emergency communications link from the medical aid station to event security and event coordinators throughout the duration of the event.

5. Clear and protected access at all times for additional emergency vehicle traffic into the event.

6. Hand washing station equipped with water and hand soap/sanitizer located within the medical aid station.

If all conditions and obligations are agreed upon by parties, the Fire District and Gold Canyon Arts Council, this document and representative(s) signature(s) shall be considered and accepted as a binding agreement. Affixed signatures and receipt of payment must be received in advance of the scheduled event date at our administration office located at 575 N. Idaho Rd, Apache Junction, AZ, 85119 for this agreement to remain valid.

Superstition Fire and Medical District

Agent:

Printed:

Co-Agent:

Printed:

Gold Canyon Arts Festival

Agent: Carol Lindeman

Printed: Carole Lindeman

Co-Agent:

Printed:
**SCHEDULE 'A'**

Cost based two personnel for a total of 8 hours each (8:30 am through 4:30 pm) [.5 hours for pre and post event for set-up and take-down]

<table>
<thead>
<tr>
<th>Personnel costs:</th>
<th>Cost for 8 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Certified Paramedic/Firefighter @ $68.99, per hour</td>
<td>$ 551.92</td>
</tr>
<tr>
<td>1 Certified EMT/Firefighter @ $59.72, per hour</td>
<td>$ 477.76</td>
</tr>
<tr>
<td><strong>Total Cost for 8 hours</strong></td>
<td><strong>$1029.68</strong></td>
</tr>
</tbody>
</table>

*These costs represent actual hourly overtime rates for personnel based on current SFMD special event overtime rates. These costs can be used to calculate additional resources if needed.*