VERSION 1.0

BOARD OF DIRECTORS MEETING

NOVEMER 15, 2017

SUPERSTITION FIRE & MEDICAL DISTRCT BOARD

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

Superstition Fire & Medical District

Board of Directors Meeting Agenda

November 15, 2017

Mission Statement

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

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PURSUANT TO A.R.S. §38.431.02

Notice is hereby given to the general public that the Superstition Fire & Medical District Governing Board will hold a meeting on **Wednesday, November 15, 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 October 2017 financial reports and bank reconciliations. (BOD #2017-11-01)**

2. **Recognition of employee performance, achievements, and special recognition for community members. (BOD #2017-11-02)**

3. **Call to the Public. (BOD #2017-11-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 #2017-11-03):**
   A. Board Meeting Minutes from October 18, 2017
   B. First Amendment to the Intermedix Contract
   C. Disposition of Surplus Property
   D. Purchase of two (2) LifePac-15 Heart Monitors

5. **Discussion and possible approval of the updating Policy 102.16 Earned Leave, as it pertains to Vacation Leave Accumulation & Accrual, Sick Leave Accumulation & Accrual, Sick Leave Caps & Payouts, and Earned Leave Buy-Out for the newly created 42-hour transportation positions. (BOD #2017-11-04)**

6. **Discussion, direction, and possible approval of a Sick Leave Incentive Pilot Program, a possible change to the Sick Leave Buy-Out Program, and potential changes to the Tuition Reimbursement and Educational Incentive Programs. (BOD #2017-11-05)**

7. **Discussion and possible approval of Policy 102.45: Labor Management Relations brought forth at the October 18, 2017 BOD meeting for approval (BOD #2017-10-06), and Policy 102.47: Fingerprinting and Criminal Background Checks for final approval at the December 2017 BOD meeting. (BOD #2017-11-06)**

8. **Discussion and possible approval of the updated Automatic Aid Agreement. (BOD #2017-11-07)**

9. **New Business / Future Agenda Items. (BOD #2017-11-08)**

10. **Reports. (BOD #2017-11-09)**

11. **Announcements (BOD #2017-11-n/a)**

12. **Adjourn (BOD #2017-11-10)**

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 November 10, 2017
At: 1845 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 – November 15, 2017
Agenda Item: 1
BOD#: 2017-11-01

Agenda Item Title
Review and approval of the October 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)
October 2017 Letter of Acceptance (for signature)

*Monthly Financials provided under separate cover

Recommended Motion
"Motion to approve the October 2017 financial reports and bank reconciliations."

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Superstition Fire & Medical District

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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **October 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 – November 15, 2017
Agenda Item: 2
BOD#: 2017-11-02

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

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

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

November Service Anniversaries

17 Years of Service
Firefighter **July Ritschel**
11 Years of Service
Software Administrator/IT Specialist **Lauren Daniel**
4 Years of Service
Account Clerk **Jennifer Burke**
2 Years of Service
Paramedic **Jeanette Bodley**
Paramedic **Trevor Overson**
Paramedic **Chad Rutledge**
Paramedic **Jim Tucci**
EMT **Aaron Costello**
EMT **Ronald DeMarzo**
EMT **Erick Fuentes**
EMT **Justin Mueller**

Governing Board Meeting – November 15, 2017
Agenda Item: 3
BOD#: 2017-11-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 – November 15, 2017
Agenda Item: 4
BOD#: 2017-11-03

Agenda Item Title

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

A. Board Meeting Minutes from October 18, 2017 – **Appendix A**

B. First Amendment to the Intermedix Contract – **Appendix B**

C. Disposition of Surplus Property – **Appendix C**

D. Purchase of two (2) LifePac 15 Heart Monitors – **Appendix D**

Background/Discussion

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

Recommended Motion

"Motion to approve the consent agenda items for November 15, 2017."

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Governing Board Meeting – November 15, 2017
Agenda Item: 5
BOD#: 2016-11-04

Agenda Item Title

Discussion and possible approval of updating Policy 102.16 Earned Leave, as it pertains to Vacation Leave Accumulation & Accrual, Sick Leave Accumulation & Accrual, Sick Leave Caps & Payouts, and Earned Leave Buy-Out for the newly created 42-hour transportation positions.

Submitted By

Interim Fire Chief Mike Farber
Acting Assistant Chief Rich Mooney

Background/Discussion

The creation of the 42-hour positions requires SFMD to create Vacation Leave Accumulation & Accruals, Sick Leave Accumulation & Accrual, Vacation Leave Caps Sick Leave Caps and Payouts, & Earned Leave Buy-Out (ELBO) Threshold for the newly created 42-hour positions in our administrative policies.

Financial Impact

There is no financial impact in this year's budget. None of the 42-hour employees will accumulate enough hours this fiscal year to be eligible for the ELBO payout or sick leave payout.

Enclosure(s)

Policy 102.16 – With Updates Highlighted - For Signature

Recommended Motion

"Motion to approve the updated Earned Leave Policy 102.16, as it pertains to Vacation Leave Accumulation & Accruals, Sick Leave Accumulation & Accruals, Vacation Leave Caps, Sick Leave Caps & Payouts, and Earned Leave Buy-Out (ELBO) threshold for the newly approved 42-hour transportation positions."

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Administrative Policy	Series: 102	Volume I: Administrative Policy	
	102.16: Earned Leaves		
	Effective Date: 2005	Revision Date: July 2016	
	Approved by: Administrative Services		

Policy

Full-time, part-time, and contract employees are eligible for various types of leave as provided by the SFMD compensation and benefit plan. Leaves are provided by the SFMD as benefit to its employees for the purpose as specified within these rules.

A. Holiday Leave

The SFMD recognizes ten (10) annual holidays as indicated below:

New Year's Day	***Labor Day***
Civil Rights Day	***Columbus Day***
Presidents Day	***Veterans Day***
Memorial Day	***Thanksgiving Day***
Independence Day	***Christmas Day***

B. Holiday Pay for 56-hour employees

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 above.

1. Work Trades:
   a. The employee requesting the work trade will receive the additional compensation.
   b. The employee accepting the work trade will not receive the additional compensation.

C. Observance of Holiday for 40-hour personnel

Monday-Thursday Schedule:

1. Holidays occurring on a Friday or Saturday will be observed on the preceding Thursday.
2. Holidays occurring on a Sunday will be observed on the following Monday.

D. Additional vacation leave (formerly "Floating Holiday")

1. 56-hour employees will receive an additional 24 hours of vacation leave at the beginning of each fiscal year.
2. 40-hour employees will receive an additional 10 hours of vacation leave at the beginning of each fiscal year.

SFMD employees must adhere to the Minimum Vacation Leave section of the Vacation Leave Administration policy.

Vacation Leave Administration (*Updated March 2016)*

Vacation will be granted to all full-time employees under the following circumstances:

A. 56-Hour Employees

1. 56-hour employees will begin to accrue vacation leave from date of hire, and is available for use immediately after receiving their first paycheck.
    a. Emergency Vacation leave is available on a case by case basis and must be communicated with the employee's supervisor prior to use.
2. Employees must have enough accrued hours to cover the entire vacation leave requested.
3. Employees may not schedule vacation leave more than one (1) year in advance through Telestaff.
4. Employees may not schedule vacation leave based on hours they will accumulate in the future.
5. The vacation block requested must be available and the request should be made at the appropriate time prior to the start of shift/work day depending on the division the employee is assigned.

B. 40-Hour Employees

1. 40-hour employees will begin to accrue vacation leave from their date of hire and is available for use immediately after receiving their first paycheck.
    a. Emergency Vacation leave is available on a case by case basis and must be communicated with the employee's supervisor prior to use.
2. Employees must have enough accrued hours to cover the entire vacation leave requested.
3. Employees may not schedule vacation leave more than one (1) year in advance.
4. Employees may not schedule vacation leave based on hours they will accumulate in the future.
5. The vacation block requested must be available and the request should be made at the appropriate time prior to the start of shift/work day depending on the division the employee is assigned.

Vacation Leave Guidelines

A. 56-Hour employees

56-hour employees must request vacation leave, within Telestaff, at least 12 hours prior to the start of the requested leave.

1. If it becomes necessary to request vacation time after the 12 hours prior to the start of the requested leave, the employee must contact the BC for consideration and approval.
    a. It is the responsibility of the employee to ensure the vacation leave request is approved on Telestaff, does not have an asterisk (*), and

does not exceed the maximum allowable number of personnel for vacation each shift day.

2. Three (3) shift personnel will be authorized to take vacation leave per shift day.
    a. The Battalion Chief will not count against any vacation leave positions.
    b. The CCU Captain will not count against the three (3) authorized vacation positions per day. **This is a pilot program and will be reviewed as necessary**
    c. Employees on military leave will not count towards the three (3) vacation positions per day.
3. One (1) Transportation Services Personnel (TSP) will be authorized to take vacation leave per shift day. This spot is independent of other positions and specific only to TSP.
4. SFMD employees on uncompensated leave will not accrue vacation during those pay periods.

B. Vacation request with an Asterisk (*)

1. 56-hour employees may request vacation leave in excess of the three (3) personnel per shift day, but their request will have an asterisk (*) on Telestaff and will be considered to be on a waiting list.
2. Telestaff will time stamp the request. In the case of a cancellation of vacation leave, the employee with the earliest request will be granted the approved vacation leave.
3. The on-duty Battalion Chief, or designee, will update Telestaff and approve the vacation.
    a. It will be the employee's responsibility to notify the on-duty Battalion Chief of any vacation leave cancellations, in order to make any necessary changes or approvals to Telestaff.
4. Telestaff does not automatically approve vacation leave which has an asterisk (*) in the event of a vacation leave cancellation.
    a. It is possible that another employee could take approved (not asterisked) vacation leave while other personnel are on the waiting list. Please be courteous and use good communication when cancelling vacation.
    b. In the event of a vacation leave cancellation which is taken by another employee (not on waiting list), it may become necessary for the Battalion Chief or designee to evaluate the circumstances and determine the rightful employee in which to approve the vacation leave for.

It is important for the Battalion Chief and BSO to monitor the Telestaff roster often in order to anticipate these types of situations.

C. 40-Hour Employees

1. 40-hour civilian/public safety personnel must get supervisor approval for all vacation leave requests.
2. 40-hour civilian/public safety personnel must give at least 12-hour advance notice to their respective supervisor for any vacation leave request.
3. The SFMD employees on uncompensated leave will not accrue vacation during those pay periods.

Minimum Vacation Leave

A. 56-Hour Employees

1. 56-hour employees must schedule vacation leave in a minimum of a four (4) hour block and .25 hour increments thereafter.
    a. Exception: hours taken between 1900 and 0700 must be taken as one block.
        i. Requests at or after 1900 hrs must be taken for the entire block.
        ii. Requests for vacation starting prior to 1900 hrs are held to four (4) hr block minimum.
2. 56-hour employees must use a minimum of 72 hours of scheduled vacation per fiscal year.
    a. If the employee is above the annual vacation leave cap (450 hrs.)
        i. Any unused hours will be subtracted from the hours eligible for an employee's Earned Leave Buy-Out (ELBO).
    b. If the employee is below the annual vacation leave cap (450 hrs.)
        i. Any unused hours will be subtracted from the employees accrued vacation leave.

B. 40-Hour Employees

1. 40-hour employees must use vacation leave in a minimum of a one (1) hour block and .25 hour increments thereafter.
2. 40-hour employees must use a minimum of 30 hours of vacation per fiscal year.
    a. If the employee is above the annual vacation leave cap (320 hrs)
        i. Any unused hours will be subtracted from the hours eligible for an employee's Earned Leave Buy-Out (ELBO).
    b. If the employee is below the annual vacation leave cap (320 hrs)
        i. Any unused hours will be subtracted from the employees accrued vacation leave.

Vacation Leave Lottery

A. 56-Hour Employees

1. SFMD has identified the following shift days that will be considered a "lottery".

a. July 4th

b. Thanksgiving

c. Christmas Eve

d. Christmas Day

2. Each January, each shift BC will administer a lottery based draw for each of the holidays which fall on their respective shift(s) during that calendar year.
3. If shift personnel wish to participate, they will be asked to submit an email to their BC with their request to be part of the lottery.
4. The BC should administer the lottery by the end of January or as soon as reasonably possible.
5. The BC will administer the lottery and communicate the results to the entire shift.
6. The BC will contact the Telestaff administrator to place those employees selected by the lottery into Telestaff as approved vacation leave.
7. A lottery list will be maintained by each BC in the case of a vacation leave cancellation or the staffing changes that result in a vacated vacation leave slot.

Vacation Leave Accumulation & Accrual ***(Updated November 2017)***

Months Service	Years Service	40-Hour Civilians		42-Hour Civilians		56-Hour Public Safety & Civilians	
		Hours Per Pay Period	Days Per Year	Hours Per Pay Period	Days Per Year	Hours Per Pay Period	Days Per Year
0-24	0-2	3.97	10.32	4.17	9.04	7.10	7.69
25-36	2-3	4.42	11.49	4.64	10.05	7.48	8.10
37-48	3-4	4.86	12.64	5.10	11.05	7.85	8.50
49-60	4-5	5.31	13.81	5.58	12.09	8.22	8.91
61-72	5-6	5.75	14.95	6.04	13.09	8.60	9.32
73-84	6-7	6.18	16.07	6.49	14.06	8.97	9.72
85-96	7-8	6.62	17.21	6.95	15.06	9.35	10.13
97-108	8-9	7.06	18.36	7.41	16.06	9.72	10.53
109-120	9-10	7.52	19.55	7.90	17.12	10.09	10.93
121-132	10-11	7.96	20.70	8.36	18.11	10.47	11.34
+132	11+	8.40	21.84	8.82	19.11	10.87	11.78

Vacation Leave Caps & Earned Leave Buy-Out (ELBO) *(Updated November 2017)*

56-Hour, 42-Hour, & 40-Hour Employees

1. The annual cap for accrued vacation leave for 56-hour public safety and civilian employee's hours is 450 hours.
2. The annual cap for accrued vacation leave for 42-hour civilian and public safety employees is 336 hours.
3. The annual cap for accrued vacation leave for 40-hour civilian and public safety employees is 320 hours.
4. Earned Leave Buy-Out (ELBO) will be any vacation hours that are accrued in excess of the established caps.
5. Annual ELBO payouts for vacation leave 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 last paycheck of June each year.
6. Vacation leave may not be converted to a dollar amount.

Work Schedule Change

An employee transferred to a different work schedule (56hr vs 40hr) will accrue vacation according to the accrual rate based upon the new schedule.

Separation from Service Payment

Upon separation from service (resignation, termination, retirement) the employee shall be entitled to all accrued vacation leave, paid on an average of their last 5 years on their final paycheck. In case of death, payment shall be paid to the beneficiary or executor of the employee's estate.

Sick Leave *(Updated April 2017)*

Sick leave with pay is provided as a benefit in recognition that employees contract various illnesses from time-to-time and that their financial resources may be diminished in such instances if pay is discontinued. Moreover, coming to work sick may not be in the best interest of the employee or their fellow employees.

Sick Leave Administration

Sick leave will be granted to all full-time and part-time employees under the following conditions:

A. Earned paid sick time shall be provided to an employee by an employer for an employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;

B. Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care;

C. Due to domestic violence, sexual violence, abuse or stalking, provided the leave is to allow the employee to obtain for the employee or the employee's family member:

1. Medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual violence, abuse or stalking;
2. Services from a domestic violence or sexual violence program or victim services organization;
3. Psychological or other counseling;
4. Relocation or taking steps to secure an existing home due to the domestic violence, sexual violence, abuse or stalking; or
5. Legal services, including but not limited to preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual violence, abuse or stalking.

D. For purposes of this policy family member means:

1. Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, or an individual to whom the employee stood in loco parentis when the individual was a minor;
2. A biological, foster, step parent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child;
3. A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
4. A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or
5. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

E. Any other reason authorized by Arizona law.

Sick Leave Reporting and Documentation

A. 56-hour employees will not be granted sick leave more than 24 hours prior to the start of a 24 hour shift.

B. 56-hour employees shall report sick leave in Telestaff no later than 0530 the morning of their shift. If the employee is unable to access Telestaff, the employee must contact the on-duty BC/BSO on the BC office phone at (480) 982-1750 no later than 0530.

C. 40-hour employees shall notify their immediate supervisor no later than 30 minutes prior to work shift.

D. Sick employees are generally expected to remain at home unless they are hospitalized, visiting their doctor, or acting pursuant to a physician's instructions for care. Employees are prohibited from engaging in any other employment while on sick leave.

E. A medical release from a licensed physician may be required for sick leave absences that exceed three (3) or more consecutive work/shift days. The work release must be submitted to the Assistant Chief of Administrative Services or designee prior to the employees return to work and shall include the nature of the illness or injury, any treatment involved, and if the employee is fit to return to duty.

F. The physician's medical release must be approved by Assistant Chief of Administrative Services, or designee, before the employee may return to work. Medical expenses incurred for this visit are the responsibility of the employee.

G. New-hire probationary employees who must use sick leave anytime during their probationary year may be required to provide an explanation (of their reason for using sick leave) to their immediate supervisor in writing upon returning to work

H. New employees (less than two years employment) who suffer an unforeseen catastrophic or otherwise debilitating illness or injury that requires extensive use of sick leave beyond that which the employee has accumulated may be eligible for an advance in sick leave. Eligible employees must request this benefit through their chain of command. Every effort will be made to provide a reasonable accommodation to employees and each request will be handled on a case-by-case basis.

I. The Fire District reserves the right to require a physician's medical examination (at the Fire District's expense) to confirm an employee's illness/injury or their return to duty fitness. In order to be accountable for the health and welfare of all employees.

   1. 40-hour employees expecting to be on sick leave in excess of two (2) working days must notify their immediate supervisor and provide an estimated return to work date.
   2. 56-hour personnel expecting to be on sick leave in excess of two (2) 24-hour shifts must notify the on-duty BC or BSO on the battalion office phone, in addition to making the necessary changes in Telestaff.

Failure of the employee to follow the Sick Leave Reporting and Documentation procedure may result in the following:

A. First Offense

The employee will be considered absent without leave until he or she arrives at work. 56-hour employees will be assigned a "no pay" status in Telestaff for the period not worked until he or she arrives at work, up to a maximum of 24 hours.

56-hour employees who will potentially be absent without leave beyond the 24 hour maximum will be required to obtain an appropriate work-trade or submit for vacation leave to cover any remaining shift hours unless that person qualifies for sick leave in accordance with this SOG.

40-hour employees will not be paid for absent time as FLSA non-exempt employees are only paid hours worked.

- First offense employees may also be placed in a corrective action plan, at

management's discretion.

B. Second Offense in a 36-month period

The employee will be considered absent without leave until he or she arrives at work. 56-hour employees will be assigned a "no pay" status in Telestaff for the period not worked until he or she arrives at work, up to a maximum of 24 hours.

56-hour employees who will potentially be absent without leave beyond the 24 hour maximum will be required to obtain an appropriate work-trade or submit for vacation leave to cover any remaining shift hours unless that person qualifies for sick leave in accordance with this SOG.

40-hour employees will not be paid for absent time as FLSA non-exempt employees are only paid hours worked.

- The employee should also be subject to a written reprimand and/or progressive discipline when warranted.

C. Third Offense in a 36-month period

The employee will be considered absent without leave until he or she arrives at work. 56-hour employees will be assigned a "no pay" status in Telestaff for the period not worked until he or she arrives at work. 40-hour employees will not be paid for absent time as FLSA non-exempt employees are only paid for their hours worked.

- Employees should also receive a written reprimand and one (24 hr.) shift / (10 hr.) day suspension without pay, to be served as soon as possible. Hours counted previously as "no-pay" will not count toward this requirement. Additionally, the employee should be placed on a one-year disciplinary probation and subject to a "last chance agreement" and may be required to provide a medical release from a physician prior to returning to duty.

D. Fourth Offense in a 36-month period

The employee will be considered absent without leave until he or she arrives at work. 56-hour employees will be assigned a "no pay" status in Telestaff for the period not worked until he or she arrives at work. 40-hour employees will not be paid for absent time as FLSA non-exempt employees are only paid for their hours worked.

- An employee who violates this SOG a fourth time in a 36-month period will be placed on Administrative Leave with pay pending termination.

E. At the discretion of the Fire Chief, employees who exhibit a pervasive pattern of non-compliance with the *Sick Leave Reporting and Documentation* procedure that extends beyond the 36-month timeframe may also be considered a failure to adhere to the policy and therefore subject to any of the aforementioned consequences. Consideration should be given to the number, frequency and nature of the occurrences.

Sick Leave Abuse

The SFMD considers sick leave abuse to be a very serious situation/offense. Excessive sick leave use for example, may be indicative of serious underlying personal or emotional problems, requiring intervention from district leadership or trained peer support professionals. Other forms of sick leave abuse have the potential to cause significant disruptions to District programs and

operations and often result in elevated labor costs.

A. Supervisors are responsible for monitoring the sick time use of employees assigned to them on an on-going basis to ensure that each employee's sick leave usage is within acceptable parameters.

B. Superstition Fire & Medical will periodically conduct a review of sick leave use for all district employees. Excessive or repetitive patterns of use (e.g. used on specific days of the week, sick leave used in combination with other days off, leave used prior to retirement, etc.) may be indications of abuse.

C. Supervisors who identify the existence of a pattern of sick leave use and/or the contention that the alleged pattern indicates abuse are expected to counsel their employee, and if necessary, refer the issue up the chain of command.

D. Where the Fire Chief, or other supervisor, alleges the existence of a pattern of sick leave use and/or the contention that the alleged pattern indicates abuse, such members may be required to participate in a sick leave use meeting.

    1. 56-hour employees will meet with their direct supervisor and the Assistant Chief of Emergency Services, or Fire Chief's designee.
    2. 40-hour employees will meet with their direct supervisor and the Assistant Chief of Administrative Services, or Fire Chief's designee.

E. The purpose of these meetings is essentially an employee "welfare check", in other words, to better understand the conditions driving the excessive use of sick leave and to ensure the employee and/or their family are in an acceptable state of emotional and physical health. Moreover, this time may also be used to: educate employees regarding the proper use of sick leave; assist employees with applying for and using FMLA (when indicated); and educating the employee regarding potential consequences of continued episodes of excessive sick leave and/or sick leave abuse.

F. Because it is sometimes difficult to differentiate between appropriate use of sick leave and sick leave abuse, supervisors may be left to rely on their professional discretion or observations when making this determination. In other cases, metrics may be used to guide management in making the distinction between use and abuse. For instance, employees with greater than two (2) years of service that have a current sick leave balance less then 25% of their possible maximum, may be abusing sick leave and therefore required to participate in a sick leave use meeting.

G. Once a meeting has been held, if a justifiable reason for the sick leave balance is identified, the employee will not have to justify their sick leave use for that occurrence. However, if it is determined that the sick leave use was or may be considered sick leave abuse the employee may be placed on an Excessive Sick Leave Use Performance Improvement Plan (PIP).

H. Components of an Excessive Sick Leave Use Performance Improvement Plan may include: periodic meetings with the employee's supervisor and/or members of the employees chain of command; requirement to provide medical release, for their supervisors review, from a physician for any or all uses of sick leave during the timeframe stated in the PIP; being precluded from receiving overtime.

I. Failure by a supervisor to adequately address the issue of excessive sick leave use with their employee shall be considered a failure to perform his/her supervisory duties.

J. Failure to adhere to the Performance Improvement Plan, further occurrences of abuse or egregious incidents of abuse may be grounds for discipline, up to and including termination.

Duty to Act

Any employee becoming aware or having knowledge of misuse of sick leave should notify their immediate supervisor immediately. Subsequently, any supervisor receiving notification of a potential SOG violation should immediately report the notification to their direct supervisor.

Sick Leave Accumulation and Accrual (*Updated November 2017)*

A. 40-hour civilian and public safety employees will earn sick leave at rate of 4.64 hours per pay period.

B. 42-hour employees will earn sick leave at a rate of 4.87 hours per pay period.

C. 56-hour public safety employees will earn sick leave at a rate of 6.25 hours per pay period.

D. Effective July 1, 2017; Part-Time employees will accrue one (1) hour of sick leave per each 30 hours worked.

E. During pay periods of uncompensated leave, such as no-pay situations, suspension or leave of absences, sick leave will not be accrued.

Sick Leave Caps and Payouts *(Updated November 2017)*

A. The annual cap for accrued sick leave for 56-hour public safety and civilian employees is 1,460 hours.

B. The annual cap for accrued sick leave hours for 42-hour civilian and public safety employees is 1,092 hours.

C. The annual cap for accrued sick leave hours for 40-hour civilian and public safety employees is 1,040 hours.

D. 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 last paycheck of June each year.

E. Board approved ELBO payouts for accrued sick leave below the cap, as of the employees official retirement date, will be paid at 50% of the individual's accrued total sick leave hours, with the employees hourly rate being calculated as the average hourly rate for the five years preceding the employees approved (official) retirement date.

F. Board approved ELBO payouts for accrued sick leave above the cap, as of the employees official retirement date, will be paid at 60% of the individual's accrued total sick leave hours, with the employees hourly rate being calculated as the average hourly rate for the five years preceding the employees approved (official) retirement date.

G. Retirement is defined as retiring from PSPRS or ASRS.

H. No accrued sick leave will be paid upon resignation or termination.

Leave Donation

This SOG establishes a program for the donation of accrued leave to employees who, due to a serious illness or injury to self or immediate family have used all accrued paid time off, need further time off, and work in a full-time capacity.

A. An employee can submit a request in writing to their supervisor to be placed in the Leave Donation Program when the employee has less than 40 combined hours remaining in all paid time off categories. Requests must then be forwarded to the appropriate Assistant Chief.

B. Any SFMD Assistant Chief or designee may approve the employees request to participate in the Leave Donation Program for an employee with the employee's verbal or written consent.

C. To qualify, employees must have an approved Family Medical Leave (FMLA) case, an FMLA case pending approval or other special medical circumstance.

D. If an FMLA case is denied the employee may, at the Fire Chief's discretion, be removed from the Leave Donation Program.

E. When a qualified SFMD employee has exhausted all other leave, members of the SFMD may transfer their personal vacation or sick leave hours to the requesting employee.

F. Upon approval, the Assistant Chief of Administrative Services or designee will notify the organization by email that an employee has qualified for donated leave.

G. Employees wishing to donate leave must notify the Assistant Chief of Administrative Services in writing to authorize the donation of leave hours.

H. No more than 50% of the donating employee's leave may be gifted to another employee.

I. Eligible donations will remain confidential. However, a copy of the donor's request will be placed in their employee file.

J. An employee may not donate leave time to their immediate supervisor unless special circumstances exist that may be considered and authorized by the Fire Chief or designee.

K. Donations will be made hour for hour. For example, one (1) hour of donated leave will be debited from the donors account and credited to the receiving employees leave bank. All donated leave will be given in one (1) hour increments.

L. Upon returning to work, any unused donated leave shall be credited back to the donating employee(s).

M. The Fire Chief or designee may make exceptions for employees who do not meet the written criteria for enrollment in the donated leave program. Exceptions will be issued in writing and signed by the Fire Chief or designee.

Summary

The SFMD is committed to providing a competitive employee benefit package and paid sick leave is an important component of that. SFMD encourages and supports the use of sick leave when it meets the spirit and intent of this SOG. It also offers a market competitive program that rewards employees who responsibly manage sick leave accruals throughout their career.

The misuse and abuse of sick leave, or any of its related programs, may have serious implications to both the employee and the organization. For example, misuse and abuse of sick leave may result in depleted staffing levels, diminished productivity, significant overtime costs, reduced training capacity, as well as adverse personnel actions such as corrective-action and discipline.

Governing Board Meeting – November 15, 2017
Agenda Item: 6
BOD#: 2017-11-05

Agenda Item Title
Discussion, direction, and possible approval of a Sick Leave Incentive Pilot Program, a possible change to the Sick Leave Buy-Out Program, and potential changes to the Tuition Reimbursement and Educational Incentive Programs.

Submitted By
Interim Fire Chief Mike Farber
Acting Assistant Chief Rich Mooney

Background/Discussion
These items come before the Board as requested by Chairman Cross at the October 18, 2017 BOD Meeting.

The items listed below regarding the Sick Leave Incentive Pilot Program and the Sick Leave Buy-Out Program are in priority order from the Labor E-Board.

1. **Sick Leave Incentive Pilot Program**

   56-hour Personnel
   SFMD employees who have three (3) consecutive months without using any earned sick leave will be given an additional 12-hours of vacation earned leave. Those SFMD employees who go one (1) full calendar year without using any earned sick leave will be give given an additional 24-hours of vacation earned leave.

   40-hour personnel
   SFMD employees who have three (3) consecutive months without using any earned sick leave will be given an additional eight (8) hours of vacation earned leave. Those SFMD employees who go one (1) full calendar year without using any earned sick leave will be given an additional 16-hours of vacation earned leave.

2. **Sick Leave Buy-Out Option**
   Employee retiring from PSPRS or ASRS will be paid 100% of their sick time based on any average hourly rate over the employee's last five (5) years of service.

3. **Sick Leave Buy-Out Another Option**
   All employees must maintain at least 500 hours of sick time in order to be eligible for the yearly Sick Leave Buy-Out.

   Sick hours used over the calendar year:
   a. zero sick hours = 5 shift buy-out (1 shift = 24 hours 56-hour personnel/10 hours 40-hour personnel) 120 hours/50 hours buy-out
   b. .25-24 sick hours = 4 shift buy-out /.25-10 hours = 4 day shift buy-out
   c. 24.25-48 sick hours = 3 shift buy-out/10.25-20 = 3 day shift buy-out
   d. 48.25-72 sick hours= 2 shift buy-out/20.25-30 = 2 day shift buy-out

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e. 72.25-96 sick hours= 1 shift buy-out/30.25-40 =1-day shift buy-out

Financial Impact
TBD

Enclosure(s)
N/A

Recommended Motion
TBD

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Governing Board Meeting – November 15, 2017
Agenda Item: 7
BOD#: 2017-11-06

Agenda Item Title

Discussion and possible approval of Policy 102.45: Labor Management Relations brought forth at the October 18, 2017 BOD meeting for approval (BOD #2017-10-06), and Policy 102.47: Fingerprinting and Criminal Background Checks for final approval at the December 2017 BOD meeting.

Submitted By

Board Clerk Gene Gehrt

Background/Discussion

This item comes before the Board for final approval of Policy 102.45: Labor Management Relations, this policy was presented to the Board at the October 18, 2017 BOD Meeting giving the Board a month to review the policy in its entirety.

Policy 102.47: Fingerprinting and Criminal Background Checks is included for review for final approval at the December 2017 BOD meeting.

Financial Impact

N/A

Enclosure(s)

Policy 102.45: Labor Management Relations - For Sigature

Policy 102.47: Fingerprinting and Criminal Background Checks - For Review

Recommended Motion

"Motion to approve Policy 102.45: Labor Management Relations."

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Administrative Policy	Series: 102	Volume I: Administrative Policy	
	102.45: Labor Management Relation		
	Effective Date: September 2015	Revision Date: November 2017	
	Approved by: Labor Management Team		

Mission

Labor and Management are equally committed to enhancing the SFMD as an organization. The focus of our efforts will be a commitment to quality services for both our internal and external customers.

Purpose

The purpose of this document is to outline the process and guiding philosophies for a healthy and productive SFMD Labor/Management process.

Labor/Management Guiding Philosophy's

Fire service personnel are regarded as some of the most trusted and respected members of society and are justifiably held to a higher standard of performance and conduct. The public trusts our judgment and fully expects that we will communicate and work effectively together to avoid issues or outcomes that could threaten our ability to provide a superior service to our community. History has shown that poor Labor/Management relations are a significant distraction to the fire service mission and have the potential to erode the legacy of first-class service established by our predecessors.

The SFMD has a recent history of positive Labor/Management (LABOR/MANAGEMENT) relations and we are committed to working together to form a more positive and productive fire service organization. Fire District Management and the Executive Board of the SFMD Chapter of Local 2260 are committed to maintaining an open and cooperative relationship and enhancing the quality of services we provide both internally and externally.

Labor/Management Team Activities

The Labor/Management Team has a duty to participate together in the following formal activities for the purpose of planning, policy discussion, procedures development, and the resolution of problems/issues that arise within the organization.

A. Labor/Management Team Meetings

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.

Labor/Management meeting minutes will be approved by the fire chief and chapter VP as soon as possible after each meeting and archived on the district's web page. Meeting minutes will attempt to capture mutually agreed upon action items, terms and initiatives.

Additionally, elected labor representatives shall be provided reasonable accommodations by the on-duty BC to attend labor-related activities during duty hours. The fire district will make every reasonable effort to approve release-time for union representatives where doing so will not adversely impact emergency operations. Examples of appropriate release activities might include: Labor/Management meetings, chapter meetings, committee meetings, employee representation, fire board meetings, etc.

A. Committees and Teams

The district utilizes teams and committees to facilitate and guide the development of policies, procedures, and programs within the organization. We agree that Labor representation on all teams and committees dealing with issues that impact unionized members of the district is both vital and necessary.

B. Personnel Management

Labor and Management work together when an employee requests union representation during disciplinary actions involving members of the labor organization.

Principles & Values

Labor and Management mutually agree that ethical behavior is the foundation of our relationship. We expect that our relationship will be a model for future Fire Chief's and local union officials to emulate. The following core values will serve as the basis for a successful SFMD Labor/Management relationship.

We agree on the following principles:

I. We value a Professional, Honorable and Respectful relationship.

II. Labor and Management must communicate regularly, deal with each other directly, and resolve issues together when they are small.

III. The long-term Labor/Management relationship is more important to the mission than any single outcome.

IV. It is an industry expectation that our service and communications should be driven by pragmatic solution strategies, not ideologies.

V. Labor and Management will embrace and promote the issue of trust…trust in the "process" and trust among participants.

VI. Honesty is the hallmark of our efforts. We agree to work together in an open manner that discloses to all parties the information and perspective we each need to know.

VII. There must be integrity in our efforts to preclude destructive behaviors such as self-interest, self-protection, self-deception and self-righteousness from entering our work together.

VIII. We will work to keep our commitments to each other and thus our trust in each other from being diminished. Any inability to keep our promises may become a priority issue for resolution to preserve our trusting relationship. If an agreement cannot be kept, communication between the parties is essential.

IX. Members of Labor and Management are encouraged to communicate and collaborate regularly to further district initiatives. All parties are expected to make reasonable accommodations to meet and work together as needed.

X. Labor and Management are expected to act with cognizance of both legal and moral liability.

XI. There may be occasions where Labor and Management disagree with the direction and/or course of action to be taken. When management decides on a plan that conflicts with the labor's position, it shall not be represented as a labor/management decision.

XII. It is understood that Management must make decisions to run the organization effectively, to assign members, to distribute and redistribute work, to enforce policies and rules, to respond to misconduct, dishonesty and criminal behavior, and to ensure employees meet the goals and expectations of the organization.

XIII. We mutually agree that our interactions be characterized by respect. Respect is offered not as a payment for respect received but rather for the expectation we have of our own conduct.

XIV. We acknowledge that we each have a responsibility to carry out our individual roles. We will seek to understand each other's roles to ensure we know what duty each is responsible to fulfill. We expect personal accountability of conduct, characterized by self-control and a constant pursuit of excellence.

XV. Our interactions will seek justice and equity in our dealings. We support that effective measures be taken to prevent and address violations of our common philosophy. We also acknowledge that in some cases, open and visible dealings are necessary to conduct business that is perceived to be, and actually is, fair.

XVI. We agree that all employees, regardless of rank or tenure, deserve the fundamental right to advocacy if they are being investigated and/or disciplined. Appropriate discipline must occur for just cause; it should be implemented via due process, and the discipline should be lawful, consistent, and appropriate to the incident. A progressive disciplinary process is critical to correcting negative behavior and performance, as well as returning the employee to a productive state of employment.

XVII. Management values and appreciates the role Labor plays in assuring fair and reasonable employee actions occur in the disciplinary process.

XVIII. Labor representation should be encouraged anytime an employee may be subject to discipline. Labor representation should not disrupt the employer-employee relationship, communications between supervisors and subordinates, or be disruptive to the disciplinary process.

XIX. We mutually commit that our concern for each other is a primary impetus for the formation of this document. Fire Chiefs and Fire Fighters equally care about the safety and well-being of our members, as well as the welfare of the community and the excellence of departmental operations. The assumption that Labor/Management concerns are only based upon self-interest is not recognized by the philosophies and principles described herein.

XX. We agree that we should continuously endeavor to make the fire service better for our citizens, customers, and the professionals who participate in the delivery of our services.

XXI. We recognize that in our profession, our service must be provided unconditionally. We all have a moral obligation to our citizenry. Pursuits of organizing, establishment of, or expansion of, Labor rights and participation in the political process, must never interrupt emergency services or impede the organization's ability to respond.

Summary

We recognize that most employee-employer problems happen in communities where Labor and Management do not respect one another or recognize each other's importance and roles; where they are not employing any form of relational process to work collectively on challenges; and where they fail to maintain open lines of communications.

The SFMD Labor/Management Team is committed to enhancing our organization and to the provision of high-quality service to both our internal and external customers. To that end, we adopted these processes, guiding philosophies and core values to encourage and support a healthy and productive organization and Labor/Management relationship.

Board Approval:

_____	**November 15, 2017**
Gene Gehrt, Board Clerk	Date

BOD #:2017-11-06

Administrative Policy	Series: 102	Volume I: Administrative Policy	
	102.47: Fingerprinting and Criminal Background Checks		
	Effective Date: November 2016	Revision Date: December 2017	
	Approved by: Administrative Services		

Purpose

This policy is intended to outline how the Superstition Fire & Medical District (SFMD) and its employees will comply with the access, use, handling, dissemination and destruction of criminal justice information (CJI) and criminal history records information (CHRI).

Scope

All personnel should be aware of this procedure in which authorized personnel are required to follow.

Procedures

Personnel Access

A. Authorized Personnel

1. Agency Security Contact (ASC)

   The user agreement with DPS requires the District to designate an Agency Security Contact (ASC). The Human Resources Generalist will be designated as the ASC and is responsible for the following:

   a. Being the primary liaison between the District and DPS for all communication regarding audits, training, and misuse or a security issue involving the criminal history check process. The ASC will also serve as the information resource for their agency.
   b. Coordinating agency compliance with all federal and state laws/regulations pertaining to the access, use, handling, dissemination and destruction of criminal justice information and criminal history record information.
   c. Notifying the Access Integrity Unit (AIU) Noncriminal Justice Compliance Team in writing of changes in the CEO, ASC or business information (address, etc.).
   d. Submitting and updating the Authorized Personnel List to the AIU.
   e. Conducting and logging internal training. The training will be logged on the NCJA Training Documentation Form and kept in the Human Resources Generalist office in the NCJA file.

2. Authorized Personnel List

   a. The only personnel authorized to access, discuss, use, handle, disseminate, file and destroy CJI/CHRI are the Human Resources

Generalist and the Assistant Chief of Administrative Services, who are listed on the most current Authorized Personnel List on file with the Arizona Department of Public Safety (DPS) Access Integrity Unit (AIU).

b. The Authorized Personnel List shall contain a minimum number of employees' necessary, but will include all personnel who may possibly come in to contact with CJI/CHRI.

c. When Authorized Personnel leave employment, or no longer need to have access to CJI/CHRI, an updated Authorized Personnel List shall be sent to AIU in a timely manner (no later than 30 days).

3. Authorized Personnel Requirements/Training

All authorized personnel shall:

a. Sign an Acknowledgement Statement which acknowledges that the employee has been notified of the penalties for misuse of CJI/CHRI. The penalties for misuse can be found in Section 3.7 of the NCJA Guide.

b. Complete the following training prior to an employee being added to the list of Authorized Personnel and every two (2) years thereafter or as otherwise required by DPS:

c. DPS online Security Awareness Training (https://www.cjisonline.com/). The CJIS Online Training must be completed with the CJIS Online Training Supplement provided by DPS.

d. Internal review of this standard operating guideline with the ASC.

B. Non-Authorized Personnel

1. The public, all outside persons and entities, terminated personnel, and personnel not listed on the most current Authorized Personnel List are prohibited from handling or having any access to CJI/CHRI for any reason.

Usage

Per §ARS 48-805(A)(3) CJI/CHRI shall only be used for the specific purpose for which it was requested, which is for employing paid sworn firefighters, reserve, volunteer firefighters, and all employees. Fingerprint results from DPS are to be opened only by those on the Authorized Personnel List.

Security Rules for CJI/CHRI, Handling and Destruction

A. Public Record

1. CJI/CHRI shall NOT be released to the public, not even information that may be found in public records elsewhere. The District and its employees shall "neither confirm nor deny" the existence of an individual's criminal history records to the public or to any unauthorized individual or agency. Employees who may be questioned in this regard are advised to simply state "no comment" (even if revealing information would be defending the District) or to refer the questioning party to the ASC. It is allowable to state that the District performs criminal history checks as required by §ARS 48-805(A)(3). CJI/CHRI is delivered via the United States Postal Service and is received by

the Human Resources Generalist. The Human Resources Generalist processes the information and if any disqualifying information is received, the Assistant Chief of Administrative Services is notified.

B. Duplication, Dissemination and Communication

1. CJI/CHRI shall NOT be copied, emailed, faxed, scanned or stored electronically.
2. CJI/CHRI shall NOT be disseminated to secondary parties – "secondary dissemination" means dissemination from an individual or agency that originally obtained the information from the central state repository or through the Arizona criminal justice information system to another outside individual or agency.
3. CJI/CHRI shall NOT be discussed other than:
   a. Between Authorized Personnel as necessary to carry out the specific purpose for which the information was requested. Personnel will ensure that verbal discussions take place in private, so as to not be overheard.
   b. With an applicant, as outlined the Applicant Process/Fingerprint Submittals section of this SOG.

C. Physical Security

1. CJI/CHRI shall only be viewed by Authorized Personnel in a reasonably secure area and will not be left unattended.
2. CJI/CHRI shall be physically secured when not under the physical control of Authorized Personnel.
3. CJI/CHRI shall be stored in the locked office of the ASC. Only Authorized Personnel will be issued a key. The final paycheck of a terminated employee will be held until the keys have been returned. If a key is lost, the filing cabinet containing the CJI/CHRI will be re-keyed.

D. Destruction of CJI/CHRI

1. When no longer needed for its original purpose of the pre-employment process, CJI/CHRI shall be completely destroyed to minimize the risk of unauthorized access and dissemination. The District's records retention schedule is based upon the Arizona State Library, Archives and Public Records requirements.
2. The ASC is responsible for overseeing the destruction of CJI/CHRI records. Destruction will be by shredding.

Consequences of Misuse / Disciplinary Action

A. Internal – Notice of Consequences:

1. In the event of deliberate, reckless or unintentional misuse of CJI/CHRI, the employees will be subject to disciplinary action, up to and including termination, as outlined in Policy 102.26: Corrective Action and Discipline. Additionally, there are other State and/or Federal penalties that may apply depending on the circumstance of the release and specific statute which is violated. There is also the possibility of civil liability.

B. Arizona Revised Statutes (ARS) ARS §41-1756 states it is a class 6 felony in Arizona for a person to:

1. Give criminal history record information to someone who is not authorized to receive it.
2. Allow unauthorized access to criminal history information.
3. Use criminal history record information for any other purpose than those provided in the ARS.

C. Federal Statutes

1. Access to CJI/CHRI is subject to cancellation for dissemination outside the authorized recipients (Title 28 USC 534 and Title 28 CFR 20.33).
2. Other Federal penalties may apply depending upon the circumstances.

Applicant Process/Fingerprint Submissions

A. Applicant Notice

The applicant shall be notified in writing of the following, prior to fingerprinting:

1. That the fingerprints will be used to check FBI criminal history records.
2. That the applicant is allowed a reasonable opportunity to complete and challenge the accuracy of the criminal history record. The applicant can obtain a copy of their Arizona criminal history in order to review/update/correct the record, by contacting the Arizona Department of Public Safety Criminal History Records Unit at (602) 223-2222 to obtain a fingerprint card and a Review and Challenge packet. Information on the review and challenge process can be found on the Arizona DPS website.
3. How to obtain a copy of the FBI record and that the guidelines for these procedures are contained in 28 CFR 16.30 through 16.34.

This shall be accomplished by a separate notice provided to the applicant when they are given a blank fingerprint card. The applicant will be given the opportunity to take a copy of the notice.

B. Fingerprinting and Handling of Fingerprinting Card

1. Fingerprinting will be conducted by a qualified agency (i.e. Police Department), who will confirm the identity of the applicant by a current state-issued identification card (other forms of identification will not be accepted). The fingerprint card will not be given back to the applicant. The ASC will accompany the applicant and will retrieve the fingerprint card in-person, the completed fingerprint card. Authorized personnel (ASC) will secure the card in the locked Human Resources office until it is submitted.

C. Background Check Submittal

1. Only Authorized Personnel will complete the paperwork and submit the fingerprint card to DPS following the requirements of DPS. An agency check for the exact amount will be included with the paperwork, secured in an envelope and carried to the post office by Authorized Personnel.

D. Results and Applicant Notice

1. The applicant SHALL NOT be given a copy of the CJI/CHRI.

2. The Authorized employee will inform the applicant that a disqualifying factor was or was not found during the criminal history check and identify the factor and will advise the applicant privately that the procedures to change, correct or update the record, are set forth in Title 28, CFR, Section 16.34 and refer the applicant to Department of Public Safety Criminal History Records Unit to obtain a Review and Challenge Packet for Arizona Criminal History; and the information on how to review and challenge an FBI Criminal History Record.
3. The applicant will be allowed two (2) weeks from the date the applicant was notified of a disqualifying factor to correct their state and federal criminal history. The Fire Chief may authorize additional time at their own discretion on a case by case basis. If the applicant is able to correct their criminal history, the ASC will obtain new fingerprints from the applicant and resubmit fingerprints to DPS.
4. If the applicant is able to correct their criminal history, but not within the allotted time frame, the applicant may be placed on the established hire list for possible consideration in the future.

Board Approval:

_____ _____

Gene Gehrt, Board Clerk Date

BOD #:_____

Governing Board Meeting – November 15, 2017
Agenda Item: 8
BOD#: 2017-11-07

Agenda Item Title
Discussion and possible approval of the updated Automatic Aid Agreement.

Submitted By
Interim Fire Chief Mike Farber

Background/Discussion
This item comes before the Board as stated through the workings of the Arizona Life Safety Council. The updates are minor and will not change the delivery of service.

Financial Impact
N/A

Enclosure(s)
Automatic Aid Agreement - For Signature

Recommended Motion
"Motion to approve the updated Automatic Aid Agreement as stated."

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INTERGOVERNMENTAL AGREEMENT FOR THE REGIONAL METROPOLITAN PHOENIX FIRE SERVICE AUTOMATIC AID

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the Cities, Towns, Fire Districts, and governmental jurisdictions (hereinafter collectively referred to either as "Participants," or "Parties," and sometimes referred to individually as "Participant" or "Party"), to provide for automatic assistance for fires and other types of emergency incidents as described under the terms of this Agreement (the "Automatic Aid System"). The initial Participants are listed in Attachment A to this Agreement, which Attachment shall be amended upon the addition of new members as set forth herein.

RECITALS

WHEREAS, agreements for automatic assistance in fire protection and response to other emergencies have existed between specific municipalities and governmental jurisdictions; and

WHEREAS, the Automatic Aid System has been in existence since 1976 to provide the highest levels of service in conjunction with the most effective use of local fire department/district resources working collaboratively through intergovernmental cooperation; and

WHEREAS, the Participants in the Automatic Aid System seek to provide the most efficient, safe, and effective fire-rescue-emergency medical services to their respective communities; and

WHEREAS, the safety of the employees of each Participant is paramount; and

WHEREAS, this Agreement shall encourage the development of cooperative procedures and protocols, including, but not limited to, the possibility of joint purchasing, coordination of communications, training, health and safety, fire prevention, public education, fire investigations and other activities that will enhance each Participant's ability to fulfill its mission; and

WHEREAS, the Participants are committed to demonstrate public equity through reasonable commitment and distribution of resources within their jurisdictions to ensure that no Participant unfairly benefits at the expense of other Participants and that jurisdictional equity and autonomy is maintained; and

WHEREAS, it is the desire of the Participants to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions; and

WHEREAS, it is further the determination of each of the Participants that the decision to enter into this Agreement constitutes a fundamental governmental policy of the Parties hereto and, by entering this Agreement each Participant has made the determination that the policies and procedures set forth in this Agreement constitute the proper use of the resources available with respect to the provision of governmental services and the utilization of existing resources of each of the Parties hereto, including the use of equipment and personnel; and

WHEREAS, it is the desire of the Participants to initiate and/or renew their support for an Automatic Aid System for fire department/district services.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - PURPOSE AND AUTHORITY

1.1 **Purpose.** All Parties to this Agreement agree that its purpose is to provide a highly efficient, effective and mutually beneficial relationship among multiple regional jurisdictions to provide for the overall public safety of the region through an Automatic Aid System. This Agreement will continue to allow for an automatic response of the closest, most appropriate fire department/district resources.

1.2 **Authority.** The Parties acknowledge that this Agreement is being entered into pursuant to the Intergovernmental Agreement Statute, Section 11-952, Arizona Revised Statutes ("A.R.S.")

1.3 **Effect on Prior Agreements.** The Parties further understand that this Agreement supersedes any previous automatic aid agreements between any of the Parties hereto.

ARTICLE 2–AUTOMATIC AID ELIGIBILITY STANDARDS AND REQUIREMENTS

To be eligible to participate in the Automatic Aid System, a Participant shall meet the standards and requirements set forth in this Article at all times during the Term of this Agreement. Any Participant failing to meet these eligibility standards and requirements is subject to removal from the Automatic Aid System as prescribed herein.

2.1 **Allocation of Resources.** It is agreed that the scope of this Agreement includes automatic assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services provided by fire departments/districts in the Automatic Aid System.

A. **Standard Automatic Dispatch.** The Participants executing this Agreement agree to dispatch their respective assigned fire department/district units on an automatic basis. The Computer Aided Dispatch and Automatic Vehicle Locator system will automatically determine the closest available, most appropriate unit(s) regardless of jurisdictional boundaries. Each jurisdiction agrees that such unit(s) will respond.

B. **Specialized Unit Dispatch.** Participants agree the assignment of a specialized unit to an incident relies on predefined response levels (as predefined by Volume II Standard Operating Procedure Phoenix Fire Department) to specific types of incidents, the closest specialized unit to the call, and/or any special call for resources that may be made by an incident commander and is not pre- programmed in the CAD system. This includes, but is not limited to, hazardous materials support, technical rescue support, loss control, rehab, command, utility, brush, and water tenders. Members assigned to a specialized unit will be required to complete all initial training and continuing education requirements of the specialty. The current recognized regional Special Operations training program is the Phoenix Fire Department Special Operations training program. The inclusion of other recognized training programs will be approved by the Life Safety Council.

2.2 **Standard Service Requirements.** Participants in this Agreement agree to the following standard service requirements as the primary response system elements:

A. **Communications and Dispatch.** All Participants must be part of the Phoenix Fire Regional Dispatch System or the Mesa Fire Regional Dispatch System. All Participants must also be a member of either the Phoenix Regional Wireless Cooperative ("PRWC") or the Topaz Regional Wireless Cooperative ("TRWC"). Departments/Districts that enter the system that are not members of PRWC or TRWC shall have an active plan to become members within one (1) year of entry. For a Participant(s) that does not meet this requirement, any Party can request a vote of the Central Life Safety Response System Council for a determination as to whether the Participant(s) not meeting this requirement will remain eligible for automatic aid response, or if that Participant(s) will then default to a mutual aid response. These Regional Dispatch Systems will use a Computer Aided Dispatch ("CAD") system that automatically selects the closest, most appropriate Participants' unit(s) for dispatch. The CAD system shall be a centralized, totally integrated unit dispatch/status keeping system.

(1) The CAD system will allow the most appropriate emergency response unit closest to an emergency to be dispatched

automatically– regardless of the jurisdiction where the emergency occurs or the jurisdictional affiliation of the response unit. The CAD system utilizes Automatic Vehicle Location ("AVL") equipment to discern the location of emergency response units and a computerized Geographic Information System ("GIS") to discern the location of the emergency call. The AVL and GIS systems allow the CAD system to match the closest response unit to the emergency and recommend it for dispatch within the Automatic Aid System boundaries. Each Automatic Aid System Participant shall ensure that its respective emergency response apparatus and vehicles are equipped with AVLs.

(2) The Regional Dispatch System relies on a consistent and preplanned system of communications. Communications support for Participants includes a comprehensive radio system with multiple tactical radio frequencies. Participants are required to provide for their individual needs to ensure consistent, interoperable and safe communications not only within their jurisdictional areas, but within the entire Automatic Aid System.

(3) If the Life Safety Council decides at any time that additional communications infrastructure is necessary to meet the operational requirements of the Automatic Aid System, each Participant will be responsible for all costs, authorizations and/or agreements to maintain interoperable communications within its jurisdictional boundaries.

B. **Command Procedures.** All Participants will use standard command procedures. A standardized Incident Management System ("IMS") provides for efficient management of the emergency and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures. The IMS and associated standard operating procedures adopted for use by all Automatic Aid Participants is the Phoenix Fire Department's Standard Operating Procedures in the Phoenix Volume II Manual (which can be obtained by sending an e-mail to firechief.pfd@phoenix.gov), or the Mesa Fire and Medical Department Standard Operating Procedures 200 Series available at fireinfo@mesaaz.gov.

C. **Incident Management and Minimum Company Standards.** Participants shall use the same set of procedures for Incident Management and Minimum Company Standards according to Volume II, Standard Operating Procedures Phoenix Fire Department (basic evolutions used by the fire service) or the Mesa Fire and Medical Department Standard Operations Procedures 200 Series. It is required that Command Officers that function in an Operational response capacity, attend at least 50% of the Command

Officer training curriculum offered at the Phoenix Fire Department Command Training Center, or as determined by the Central Arizona Life Safety Response System Council. Participants that do not meet this requirement are subject to removal from the Automatic Aid System, as determined and voted on by the Central Arizona Life Safety Response System Council.

D. **Incident Safety Officer.** To ensure safety, all Participants agree that their standard operating procedures and command procedures shall match those adopted by the Life Safety Council. To do this, Participants shall use an Incident Safety Officer System ("ISOS") that will follow NFPA Standard 1521.

E. **Compatible Equipment.** To ensure compatibility of equipment, Participants shall maintain an inventory of equipment (based on National Fire Protection Association ("NFPA") standards), including hoses, couplings, pump capacity, communications equipment, and will maintain the minimum standard amount of equipment on each type of apparatus (as recommended by all applicable NFPA standards).

F. **Standardized Numbering and Terminology.** Participants shall utilize the Valley-wide apparatus numbering system and standardized terminology for apparatus and fire stations as established and maintained by the Life Safety Council.

G. **Standardized Response Criteria.** Participants shall use standardized response criteria (*i.e.,* pre- established type and number of apparatus that will be automatically dispatched based on type of call as per standard NFPA and International Organization for Standardization ("ISO") recommendations). The CAD system can tailor the response to specific types of incidents by jurisdiction, or part of a jurisdiction, upon request by the jurisdiction needing the tailored response. This includes the capability to automatically dispatch selected specialty units.

H. **Staffing Levels.** Full staffing as described in NFPA 1710 on engines and ladders provides the most efficient and effective personnel safety and service delivery to the public. System Participants recognize the importance of service delivery and personnel safety issues. The minimum daily staffing level for all engines and ladders shall be four (4) members which is "full staffing" under NFPA 1710.

- **Temporary Reduction in Staffing.** Full staffing may be temporarily reduced to three (3) trained personnel for up to a total of 8 hours in any 24-hour shift period. Departments/Districts that enter the system with a staffing level of three (3) members on any engine and/or ladder shall have an active plan to accomplish full staffing within one (1) year of entry. For a Participant(s) that does not meet

this requirement, any Party can request a vote of the Central Life Safety Response System Council for a determination as to whether the Participant(s) not meeting this requirement will remain eligible for automatic aid response, or if that Participant(s) will then default to a mutual aid response.

- **Other Reductions in Staffing; Changes to Deployment Model.** Any Participants that have reached full staffing, that then subsequently reduce staffing below full staffing, or make significant changes to their deployment model, shall be subject to removal from the Automatic Aid System, as determined and voted on by the Central Arizona Life Safety Response System Council.

I. **Minimum Firefighter Training Standards.** To ensure safety, baseline knowledge and a consistent approach to performing tactical operations, all participants agree to require that all emergency response employees receive initial firefighter recruit training through a recognized regional fire training academy or through an alternative method, as approved by the Life Safety Council, which meets the published curriculum. The four-currently recognized regional fire training academies are Phoenix, Mesa, Glendale and Chandler.

2.3 **Reciprocity; No Guaranty of Perfect Equity.** Participants agree that automatic aid is reciprocal. While this does not ensure that a Participant's jurisdiction will receive the exact amount of assistance it gives, it does mean that all Participants will provide assistance outside their jurisdictional boundaries and that the level of service delivered, and decisions made within the Automatic Aid System will be mutually beneficial to all Participants in the system and will maintain general equity among all Participants to the greatest degree possible.

2.4 **Ownership of Property and Equipment.** Each Participant shall retain ownership of any equipment or property it brings to the performance of this Agreement and shall retain ultimate control of its employees.

2.5 **No Reimbursement for Services.** Except as specifically agreed to by the Parties involved in a specific incident, none of the involved Parties shall be reimbursed by any of the others for any costs incurred in responding pursuant to this Agreement. In the event of formally declared disasters, however, Participants may directly apply for reimbursements from County, State and/or Federal agencies as appropriate.

ARTICLE 3–LIFE SAFETY COUNCIL; VOTING

3.1 **Life Safety Council.** The Participants shall be jointly responsible for administering this Agreement through the Central Arizona Life Safety Response

System Council (the "Life Safety Council"). The purpose of the Life Safety Council is to ensure the effective and efficient operation of the Automatic Aid System. Each Participant is a member of the Life Safety Council and is expected to participate in scheduled meetings.

A. **Composition.** The Fire Chief from each Participant shall serve as the official representative to the Life Safety Council from that jurisdiction. The Fire Chief may appoint an alternate to attend Life Safety Council meetings.

B. **Responsibilities.** The responsibilities of the Life Safety Council shall be as follows:

(1) Evaluate requests to participate in this Automatic Aid Agreement from other fire departments/districts that are dispatched by the Phoenix Dispatch Center or Mesa Dispatch Center. Requests for participation will be evaluated to ensure compliance with the Automatic Aid Eligibility Standards and Requirements prescribed herein and to determine impact upon existing Participants.

(2) Evaluate proposed modifications to a Participant's service delivery model for compliance with the criteria established herein and for impact on other Participants.

(3) Establish such technical committees or working groups as may be necessary for the efficient and effective operation of the Automatic Aid System.

(4) Develop, approve or modify such technical documents as may be necessary for the efficient and effective operation of the Automatic Aid System.

(5) Develop, within the first year of this Agreement, Life Safety Council bylaws establishing Life Safety Council procedure, such as and without limitation, notice of meetings, the taking of meeting minutes, the distribution of minutes, etc.

(6) Evaluate and consider for adoption national benchmarks as may be appropriate for implementation within the Automatic Aid System.

(7) Develop, approve or modify alternative response models as appropriate based on the area served by the Participants (i.e. urban, suburban, rural), which may be subsequently implemented by Participants.

(8) Establish methods for service measurement, provided that:

(a) "Time of dispatch" will be measured from the point in time at

which the Dispatch and Deployment Center has notified the station, or the responding unit out of the station, of the call through the station alert system, radio, or Mobile Computer Terminal ("MCT").

(b) "Response time" will be measured from the Time of Dispatch to the time of arrival on-scene.

(9) Vote on all actions that will significantly or materially impact or change the responsibilities of the Life Safety Council and/or the automatic aid eligibility standards and requirements for the Participants', as prescribed in this Agreement, utilizing the voting process set forth below.

3.2 **Voting Process.** For matters pertaining to this Agreement that require voting by the Life Safety Council, the voting process shall incorporate tiered voting. The initial vote (Tier 1) will utilize a single, non-weighted vote per Participant. After the initial vote has been conducted, any Participant shall have the right to request a second vote that will utilize weighted voting (Tier 2). For the weighted vote, each individual Participant's vote will be formed by assigning a percentage to that Participant. The percentage to be assigned will be calculated based upon that individual Participant's total calls for service within that Participant's geographical boundaries, compared to the total number of calls for service within the geographical boundaries of all Participants to this Agreement combined (*see* Attachment B). This calculation will be based on the reported call volumes as determined by the Regional Computer Aided Dispatch centers. Any members' voting weight exceeding forty percent (40%) shall be reduced and will be weighted to no more and to no less than 40%. Such reduction shall not affect the weighted vote of any other member. The percentages assigned to Participants will be reviewed, recalculated and reassigned every five (5) years at the time this Agreement is renewed.

3.3 **Passage.** In order to pass, all matters to be voted on by the Life Safety Council will require a simple majority vote for Tier 1 voting, and for Tier 2 voting, a majority vote of at least fifty-one (51) percent is required.

ARTICLE 4–SERVICE AREA CHANGES

4.1 **Service Area Changes.** Certain changes to a Participant's operations within its service area have the potential to negatively affect its neighboring Participants and ultimately negatively affect the Automatic Aid System in its entirety. The occurrence of the following events is subject to review by the Life Safety Council.

A. **Reduction in Service Levels.** If at any time while this Agreement is in effect, an Automatic Aid System Participant desires to, close a fire station and/or increase its geographical/jurisdictional boundaries to include an area more than five (5) square miles, or reduce its level of fire, medical or emergency services provided within its municipal or jurisdictional

boundaries, the Automatic Aid System Participant desiring to initiate the change and prior to initiating the change, will give a minimum of 120 day notice to all Parties for a 30 day review period for any potential impacts to the system. This notice shall include a proposed plan on how the notifying party will maintain the requirements and standards set forth in Article 2 of this Agreement. If after review, it is determined by any Participant that the change will result in a change to the response order of another jurisdiction's primary response units or any other negative impact to any jurisdiction or to the system as a whole, any Party can request a vote of the Central Life Safety Response System Council for a determination as to whether the proposed newly modified area will remain eligible for automatic aid response or if the proposed newly modified area will then default to a mutual aid response. The Council will utilize the voting process set forth in this Agreement.

ARTICLE 5–MUTUAL AID AND OTHER AGREEMENTS

5.1 **Mutual Aid Areas.** Calls to response areas outside of the jurisdictional boundaries of the Participants in the Automatic Aid System will be considered mutual aid when such written agreements between relevant parties exist or when a Participant has been defaulted from the Automatic Aid System and deemed a Mutual Aid Member (as set forth in Article 4, Service Area Changes). Requests for and responses to mutual aid will be at the sole discretion of the parties involved. Any response to a mutual aid jurisdiction by a Participant will not bind any other Participant to respond. Under these circumstances, a mutual aid request may require approval by the highest ranking on-duty fire officer of the Participant asked to provide the resources.

5.2 **Other Agreements.** Nothing in this Agreement shall limit the ability of any or all the Parties from continuing to perform under existing agreements (other than any previous automatic aid agreements between any of the Parties, hereto, which upon execution of this Agreement are superseded), entering into future agreements, or agreeing to participate in more specific contracts for services, mutual assistance or automatic response(s) or prohibit any of the Parties from providing emergency assistance to another jurisdiction that is not a Participant in this Agreement. Such agreements will not be binding on or commit any other Participants to provide automatic aid or mutual aid to the other jurisdiction; such other future agreements also do not extend any rights associated with this Agreement to any other entity that is not a Party.

ARTICLE 6–TERM OF THE AGREEMENT

6.1 **Term; Renewal.** This Agreement shall be recorded by each Party with the Maricopa County Recorder's Office, shall commence on December 19, 2017, regardless of the date of recordation, and shall continue in force through December 19, 2022, or until terminated by formal act of the Parties. This

Agreement shall automatically renew for successive five-year terms, unless terminated earlier by formal act of the Parties.

6.2 **Termination.** If an individual Party wishes to terminate its participation in this Agreement, it shall provide all Participants 120 days' formal notice, in writing, of intention to terminate. That terminating party's termination will then be effective on the 121st day after notice has been provided, unless the notice to terminate has been withdrawn.

ARTICLE 7–GENERAL TERMS AND CONDITIONS

7.1 **No Third-Party Beneficiaries.** No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

7.2 **Workers' Compensation.** The Parties agree that it is the responsibility of each Party to ensure that its employees are notified in accordance with the provision of Arizona Workers' Compensation Law, specifically, A.R.S. § 23-1022, or any amendment thereto, and that all such notices, as required by such laws, shall be posted accordingly. That by signing this Agreement and to ensure compliance with the notice posting requirements, each Party grants consent to all other Parties to inspect that Party's respective premises and work places upon request of any of the other Parties. However, nothing in this Agreement should be construed as imposing a duty to inspect another Party's respective premises and work places, and this agreement does not create a joint or employer/employee relationship between a Party and another Party's employees.

7.3 **Immigration Requirements.** The Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the Life Safety Council under the terms of this Agreement.

7.4 **No Joint Venture.** No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.

7.5 **Notices.** Any notice to be provided to a Party or Parties to this Agreement shall be satisfied be sending a written letter by U.S. mail, certified, return receipt to the current fire chief of each respective Participant. Notice shall be deemed effective five days after mailing.

7.6 **Cancelation for Conflicts of Interest.** This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

7.7 **No Israel Boycott.** In accordance with ARIZ. REV. STAT. § 35-393.01, by entering into this Agreement, each Participant certifies that it is not currently engaged in, and agrees that for the duration of this Agreement to not engage in a boycott of Israel.

IN WITNESS HEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PHOENIX, a municipal corporation
ED ZUERCHER, City Manager

_____
Kara Kalkbrenner DATE
Fire Chief

ATTEST:

_____
Phoenix City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
City Attorney for Phoenix

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

SUPERSTITION FIRE & MEDICAL DISTRICT

_____ _____
Jeff Cross, Board Chairman Date

_____ _____
Mike Farber, Interim Fire Chief Date

ATTEST:

_____ _____
Gene Gehrt, Board Clerk Date

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he/she has reviewed the above agreement on behalf of his/her client and (ii) as to only his/her client, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
Superstition Fire & Medical District Legal Counsel

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

[INSERT INDIVIDUAL SIGNATURE PAGES FOR ALL PARTICIPANTS]

ATTACHMENT A

AUTOMATIC AID SYSTEM PARTICIPANTS

	PARTICIPANT	DATE ENTERED INTO AGREEMENT
1	Phoenix Fire Department	
2	Superstition Fire & Medical District	November 15, 2017
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ATTACHMENT B

VOTING PROCESS and WEIGHTED VOTE PERCENTAGE

For matters pertaining to this Agreement that require voting by the Life Safety Council, the voting process shall incorporate tiered voting. The initial vote (Tier 1) will utilize a single, non-weighted vote per Participant. After the initial vote has been conducted, any Participant shall have the right to request a second vote that will utilize weighted voting (Tier 2). For the weighted vote, each individual Participant's vote will be formed by assigning a percentage to that Participant. The percentage to be assigned will be calculated based upon that individual Participant's total calls for service within that Participant's geographical boundaries, compared to the total number of calls for service within the geographical boundaries of all Participants to this Agreement combined. This calculation will be based on the reported call volumes as determined by the Regional Computer Aided Dispatch centers. Any members' voting weight exceeding forty percent (40%) shall be reduced and will be weighted to no more and to no less than 40%. Such reduction shall not affect the weighted vote of any other member. The percentages assigned to Participants will be reviewed, recalculated and reassigned every five (5) years at the time this Agreement is renewed.

Jurisdiction	Incident Totals	Weight	Vote	Yes	No
Phoenix Fire Department	210,372	40%			
Total Calls For Service	210,372				

Governing Board Meeting – November 15, 2017
Agenda Item: 9
BOD#: 2017-11-08

Agenda Item Title
New Business / Future Agenda Items

Submitted By
Board of Directors

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

Financial Impact
N/A

Enclosure(s)
N/A

Recommended Motion:
N/A

Go to Item 10

Go to Agenda

Governing Board Meeting – November 15, 2017
Agenda Item: 10
BOD#: 2017-11-09

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 – November 15, 2017
Agenda Item: 11
BOD#: 2017-11-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 – November 15, 2017
Agenda Item: 12
BOD#: 2017-11-10

Agenda Item Title
Adjournment

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

Appendix A

A. Board Meeting Minutes from October 18, 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)
October 18, 2017 Board Meeting Minutes - For Signature

Superstition Fire & Medical District

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

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

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

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

Governing Board Meeting Minutes
October 18, 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, OCTOBER 18, 2017. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

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

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

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

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

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

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

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1. Review and approval of September 2017 financial reports and bank reconciliations. (BOD #2017-10-01)

Motion by Director House to approve the September 2017 financial reports and bank reconciliations. **Seconded** by Chairman Cross.

Vote 4 ayes (Director Moeller absent), 0 nays. **MOTION PASSED.**

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2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2017-10-02) – Addendum A

Acting Assistant Chief Ochs read the list of October Service Awards – Captain/Paramedic John Walka (10 years of service), Firefighter Chris Robson (10 years of service), and not present to receive his award Firefighter/Paramedic Sammy Ramirez (10 years of service).

Chief Ochs read the list of October Anniversaries – Captain/Paramedic Craig Horvath (18 years of service), Captain/Paramedic Jeremy Rocha (18 years of service), Captain/Paramedic Dave Pohlmann (18 years of service), Firefighter/Paramedic Jason Chapman (3 years of service), Firefighter/Paramedic Jay Nelson (3 years of service), Firefighter/Paramedic Travis Yates (3 years of service), Firefighter Sean Matuszewski (3 years of service), Firefighter Casey Schreiner (3 years of service), Firefighter Joe Stiglitz (3 years of service), Firefighter Andrew Tryon (3 years of service), Firefighter Colt Weddell (3 years of service), Firefighter Wes Fimbrez (2

years of service), Firefighter Trace Leggett (2 years of service), Firefighter Trey Schow (2 years of service), and Fire Mechanic Roger Nasello (2 years of service).

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3. Call to the Public. (BOD #2017-10-n/a)

N/A

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4. Consideration and possible approval of all consent agenda items listed below: (BOD #2017-10-03)

A. Board Meeting Minutes from September 20, 2017
B. Executive Session Board Meeting Minutes from September 20, 2017
C. Special Board Meeting Minutes from September 27, 2017
D. First Amendment to the AJUSD/SFMD Lease Agreement
E. First Amendment to the Intermedix Contract
F. Purchase of five (5) Motorola APX8000XE Dual Band Portable Radios

Chairman Cross requested to pull Item E.

Motion by Clerk Gehrt to approve consent agenda items A,B,C,D, and F for October 18, 2017. **Seconded** by Director Strand.

Vote 4 ayes (Director Moeller absent), 0 nays. **MOTION PASSED.**

Interim Fire Chief Mike Farber stated he requested to have Item E pulled because the Intermedix Amendment is still going through legal review. He stated it will be on the November Board Agenda.

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5. Discussion, presentation, and possible approval of the 2016/2017 Annual Report and possible adoption of Resolution 2017-11, formally adopting the 2016/2017 Annual Report. (BOD #2017-10-04) – Addendum B

Interim Fire Chief Mike Farber presented (Addendum B) a summary of the 2016/2017 Annual Report, key items discussed were:

- Total Incidents – 9,658
- Average Response Time 5:27
- 90% of Property & Content saved
- 2016 Cardiac Survival Rate 40% - Statewide average 35%
- Transportation Services Total Transports – 4,262 (averaging 12 per day)
- Code 3 Ambulance Response Time Compliance Rate
- Training Hours
- Trained 1,324 community members on Hands-Only CPR
- Grant Funding - $1,024,256 total since 2013
- Accomplishments
    - Adopted the 2015 International Uniform Fire Code
    - Temporary Override Initiative
    - BLS Transport Services to SFMD from an outside provider
    - Deployed an additional full-time ambulance
    - ImageTrend training
    - Configured and transitioned to the Elite Fire Module and deployed the Transfer button in the Elite EMS Module.
    - Three (3) EMT's chosen to attend Paramedic school
    - Three (3) Technical Rescue Team Members selected and sent to training
    - East Valley Wellness implementation of FF medical exams

- Promotions – 1 BC, 2 Captains, and 1 Engineer
- Procured and deployed a 2016 Pierce Quantum Fire Engine
- Deployed CPAP and BiPAP to all front-line providers
- Attended National Fire Academy Training
- Collaborated with the NFPA using SFMD incident data in development of predictive analysis applications
- Celebrated Retirees

Motion by Director Strand to approve the 2016/2017 Annual Report and adoption of Resolution 2017-11: Formally Adopting the 2016/2017 Annual Report. **Seconded** by Chairman Cross.

Vote 4 ayes (Director Moeller absent), 0 nays. **MOTION PASSED.**

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6. Discussion and possible approval of amending Volume I: Administrative Policy, Policy 102.16, subsection Sick Leave Caps and Payouts, Items D and E. (BOD #2017-10-05) – Addendum C

Interim Fire Chief Mike Farber presented this item to the Board, he stated this item was added at the request of Chairman Cross. Chief Farber requested to bring this item back in November with more data and a recommendation from staff.

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7. Discussion and possible approval of Policy 101.03: Smoking and Policy 102.46: Arizona Safe Haven for Newborn Infants brought forth at the September 20, 2017 BOD meeting (BOD #2017-09-17), and presentation of Policy 102.45: Labor Management Relations for final approval at the November 2017 BOD meeting. (BOD #2017-10-06)

Clerk Gehrt brought this item to the Board stating that this is the process the Board voted to follow at the August 2017 Board Meeting (BOD #2017-08-11).

Comments from the Board were as follows:

Director Strand
"Policy 101.03: Smoking I would like a full definition of that because at 264, I go every Thursday and we announce it at meetings no smoking in the facility. What about on the grounds?"

Chief Farber clarified the policy by stating this policy is referring to employee's use of tobacco while on duty. The public will need to follow State laws regarding smoking.

Chairman Cross
"When we hire do we have them sign documentation stating they won't smoke at all?"

Legal Counsel Donna Aversa stated employees can be encouraged not to smoke and the current policy does just that. She went on to say that the District's insurance carrier would love if there was a no tolerance policy for the health and well-being of employees, however, there would be serious enforcement issues.

Director House
"I have to ask, we don't have anything on marijuana use and illicit drugs and I know federally it is illegal. Are we under federal law or are we under state law? Maybe down the road we have to come up with some designation for marijuana, seeing as we are under both state and federal law. We need to clarify that and make sure the Union and all those guys have their say in that too, because it is a touchy subject."

Legal Counsel Donna Aversa stated that members currently go through a fit-for-duty exam and would be screened for drugs, including marijuana. If you have a medical marijuana issue, you have a medical condition for the use of medical marijuana and may render someone not be fit-for-duty.

Clerk Gehrt
"We have a policy on alcohol, so it is probably not a whole lot different as it is specifically said that has levels, etc."

Motion by Director House to approve Policy 101.03: Smoking and Policy 102.46: Arizona Safe Haven for Newborn Infants. **Seconded** by Director Strand.

Vote 4 ayes (Director Moeller absent), 0 nays. **MOTION PASSED.**

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8. Discussion and possible approval of an increase in the fee for security access cards for the Fitness Center located at 3945 E. Superstition Blvd., AJ, 85119. (BOD #2017-10-07)

Finance Director Roger Wood introduced this item to the Board. He stated that it was past practice to charge public safety agencies $10.00 for the cost of a key access card for the SFMD Fitness Center, the fee recoups the cost of the cards.

Mr. Wood went on to say, when the new security system was installed, the District received a cache of free access cards. Those cards have all been assigned and more access cards will be purchased. He stated that the fee would not be retroactive, it would be going forward.

Motion by Director Strand to approve amending the Districts fee schedule to include a $10.00 non-refundable fee for a security access card needed to gain access to the District's Fitness Center. **Seconded** by Director House.

Vote 4 ayes (Director Moeller absent), 0 nays. **MOTION PASSED.**

---

9. New Business/Future Agenda Items. (BOD #2017-10-08)

The Board directed staff to begin working on gathering information regarding the use of illicit drugs and medical marijuana. Interim Fire Chief Mike Farber stated this would not be complete for the November agenda, but he would have staff begin working on it.

Chairman Cross requested to add the Tuition Reimbursement and Educational Incentive policies to the November agenda.

---

10. Reports (BOD #2017-10-09) – Addendum D

Interim Fire Chief

- Chief Alan Brunacini Memorial Service – November 4th
- Auto-Aid Update – will be added to November Agenda
- JPA/Merger/Consolidation Committee Update
- Employee Evaluation Taskforce
- Station Bid
- Fry's Marketplace Grand Opening

Operations

- Wildland Update
  - Nun Fire – Sonoma, CA
  - Departed October 12, 2017
    - Mike Wolfe
    - Bill Tavares
    - Ruben Briones

- Run for the Fallen Event – October 14th
- CAC Job Fair – November 2nd
- Quarterly Training
  - EMS – Airway
  - Fire – MCS Drills
  - Ladder – Palm Tree Rescue
- Annual Hose Testing – October 28th through November 3rd
- Pinal County Community Wildfire Protection Plan Update – October 17th
- Working Fire – October 17th
- Thank You to the Intern Academy Volunteers / Intern Academy Video (created by Captain Mark Gomez)
  - Trey Schow
  - Jay Nelson
  - Sammy Ramirez
  - Matt Perez
  - Casey Schreiner
  - Andrew Tryon
  - Joe Stiglitz
  - Dan Elliott
  - John Walka
  - Ryan Ledbetter
  - Carlos Rivera
  - David Endres
  - Mark Gomez
- September Operations Reports
  - Call Times
  - Incident Type
  - Transportation Division Compliance
  - Transportation Services Call Type
  - Transportation Revenue

---

11. Announcements (BOD #2017-10-n/a)

Director Strand thanked the crew that we sent to the wildland fires in California. He also thanked Captain John Walka for teaching CPR at Dolce Vita.

---

12. Adjourn (BOD #2017-10-10)

Motion by Director House at 6:31 PM to adjourn the meeting. **Seconded** by Clerk Gehrt.

Vote 4 ayes (Director Moeller absent), 0 nays. **MOTION PASSED.**

Governing Board Approval:

_____

Gene Gehrt, Board Clerk

Jasmin Jones

Addendum A

10 Years of Service
Captain / Paramedic John Walka

10 Years of Service
Firefighter Chris Robson

10 Years of Service
Firefighter / Paramedic Sammy Ramirez

October Service Anniversaries
Captain / Paramedic Craig Horvath
18 Years of Services
Captain / Paramedic Jeremy Rocha
18 Years of Service
Captain / Paramedic Dave Pohlmann
18 Years of Services

October Service Anniversaries
Firefighter / Paramedic Jason Chapman
3 Years of Services
Firefighter / Paramedic Jay Nelson
3 Years of Service
Firefighter / Paramedic Travis Yates
3 Years of Service
Firefighter Sean Matuszewski
3 Years of Service

October Service Anniversaries
Firefighter Casey Schreiner
3 Years of Services
Firefighter Joe Stiglitz
3 Years of Service
Firefighter Andrew Tryon
3 Years of Service
Firefighter Colt Weddell
3 Years of Service

October Service Anniversaries
Firefighter Wes Fimbrez
2 Years of Services
Firefighter Trace Leggett
2 Years of Service
Firefighter Trey Schow
2 Years of Service
Fire Mechanic Roger Nasello
2 Years of Service

Addendum B

Superstition Fire & Medical District

Annual Report 2016/2017

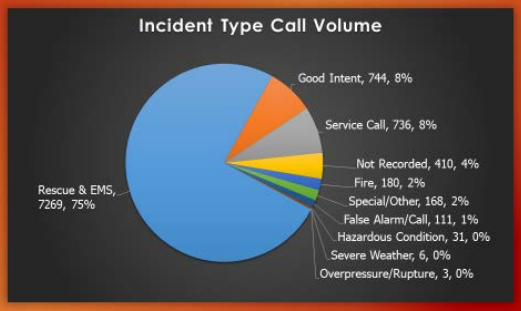
CALL TYPES

Total Incidents

9,658

Average Response Time Emergent Incidents

5:27



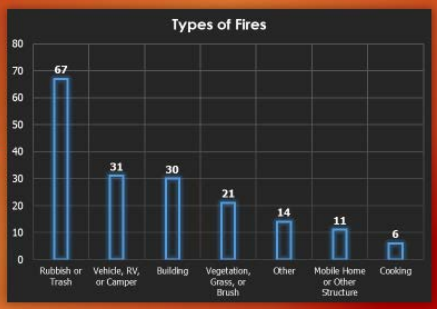
FIRE SUPPRESSION

Pre-incident Value of Property & Content $7.3 million

Property & Content Saved Value $6.6 million

Percentage of Property & Content Saved

90%



FIRE SUPPRESSION

Average Response Times by Unit

	Processing Time	Turnout Time	Travel Time	Reflex Time
Battalion 261	0:55	0:55	6:08	7:58
Station 261	0:47	0:53	4:54	6:34
Station 262	0:50	0:50	6:45	8:24
Station 263	0:47	0:48	5:14	6:48
Station 264	0:50	0:48	5:34	7:12
Station 265	0:51	0:53	6:24	8:08

EMERGENCY MEDICAL SERVICES

2016 Cardiac Arrest Survival Rate

SFMD Survival Rate

40%

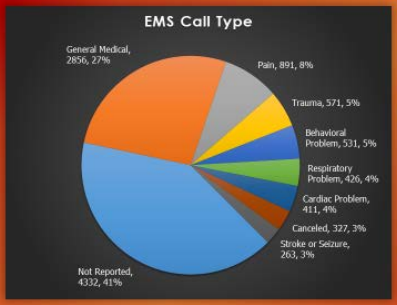
AZ Statewide Survival Rate

35%

Cardiac Arrest Survival Rate

	2012	2013	2014	2015	2016	5 Years
Initial Rhythm V-fib/V-tach	6	11	8	13	10	48
Survived to Hospital Discharge	1	4	3	4	4	16
Overall Survival Rate	16.7%	36.4%	37.5%	30.8%	40.0%	33.3%

EMERGENCY MEDICAL SERVICES



TRANSPORT SERVICES

Increased Service Levels in the Community

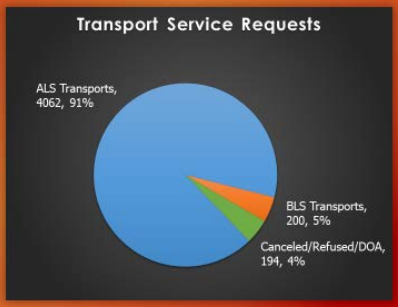
- First year of Transport Services operations completed as of January 2017
- Basic Life Support (BLS) Transports were added to SFMD's Certificate of Necessity (CoN) – Increase transport volume
- Additional 24-hour ambulance deployed to cover additional volume
- SFMD now running three 24-hour ambulances and one 12-hour, peak demand ambulance

Total Transports

4,262

Average Ambulance Transports per Day

12



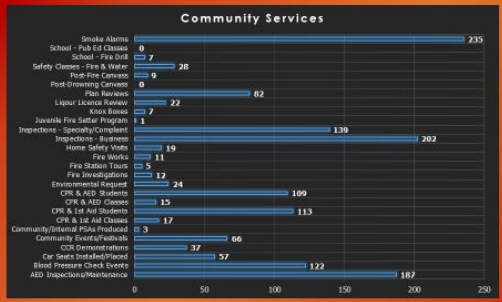
TRANSPORT SERVICES

Code 3 Ambulance Response Time Compliance Rates

	AZ Dept. of Health Services Standard	2016 SFMD Compliance Rate	2017 SFMD Compliance Rate (Year to Date)
Percentage of Calls at 8:59 or less	90%	92% ✓	94% ✓
Percentage of Calls at 14:59 or less	95%	99% ✓	100% ✓
Percentage of Calls at 19:59 or less	100%	100% ✓	100% ✓

TRAINING

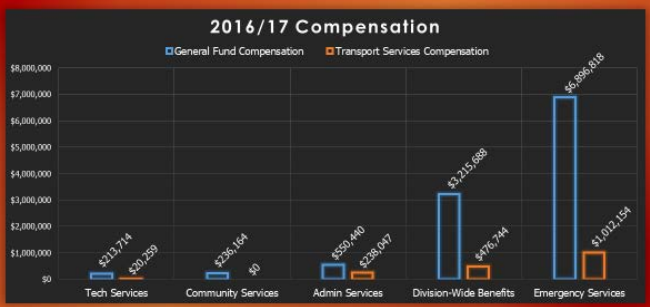
COMMUNITY SERVICES



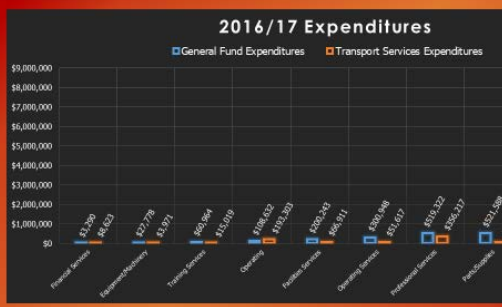
CCR Demonstrations
(Hands -Only CPR)

1,324 community members were trained to perform this life-saving technique

ANNUAL BUDGET



ANNUAL BUDGET



GRANT FUNDING

Grant Awards

Grant Name	Amount	Year Awarded
SCBA	$347,000	2013/14
Smoke Alarms	$19,060	2013/14
Radios	$138,943	2013/14
Video Conferencing	$93,000	2015/16
Ambulance	$200,539	2015/16
Command Training	$91,979	2016/17
Fire Prevention	$23,000	2016/17
Community Risk	$110,735	2017/18
Total	**$1,024,256**	

ACCOMPLISHMENTS

- Adopted the 2015 International Uniform Fire Code.
- Successfully facilitated a temporary Tax Override.
- Opportunely negotiated Basic Life Support (BLS) transport services to SFMD from an outside provider.
- Deployed an additional full-time ambulance to increase reliability across the district.
- Accepted $23,000 in grant funding for smoke alarms from the Gila River Indian Community.
- Trained 7 members as Administrators for the ImageTrend Records Management System.
- Configured and transitioned to the Elite Fire Module and deployed the Transfer button in the Elite EMS Module.
- Selected 3 EMT- Basics to attend Paramedic school that began in January 2017.

ACCOMPLISHMENTS

- Selected 3 members to attend Technical Rescue Technician (TRT) Training.
- Implemented the utilization of East Valley Wellness for enhanced firefighter medical exams.
- Promoted 1 Battalion Chief, 2 Captains, and 1 Engineer to replace vacant positions caused by attrition.
- Procured and deployed a 2016 Pierce Quantum Fire Engine.
- Deployed Continuous Positive Airway Pressure (CPAP) and Bi-Level Positive Airway Pressure (BiPAP) to all front line providers.
- Attended the National Fire Academy Trainings for Executive Fire Officer, Community Risk Reduction, and Cultural Competence in Community Risk Reduction.
- Collaborated with the National Fire Protection Agency (NFPA) using SFMD incident data in development of predictive analysis applications.

FOND FAREWELLS

Thank you to our 2016/17 Retirees for their dedicated service!

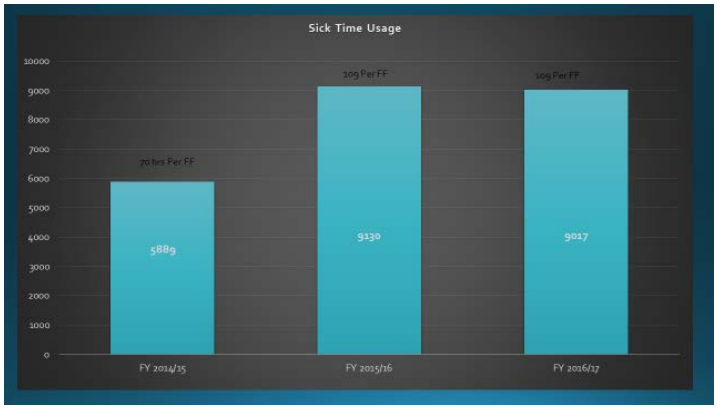
Dave Montgomery ~ Assistant Chief
25 Years

Jack Hafer ~ Captain
29 Years

Doug Taylor ~ Captain
25 Years

Addendum C

Potential Retirees (Sworn & Civilian)
Blue: Known DROP participants
Gold: Potential retirees (Sworn: 30+ years, Civilian: up to 20 years)


Sick Time Usage
10000
9000
8000
7000
6000
5000
4000
3000
2000
1000
0
70 hrs Per FF
109 Per FF
109 Per FF
5889
9130
9017
FY 2014/15
FY 2015/16
FY 2016/17

Addendum D

Item 10
BOD #2017-10-09

Reports

Chief Alan Brunacini – Fire Service Legend

- Bruno's Legacy
  - Fireground Safety
  - Fundamental Theories of Leadership
  - Taking Care of Our Own
  - Providing the Highest Level of Customer Service to *"Mr. and Mrs. Smith"*
  - Be Nice

Fire Chief Report

- Auto-Aid Update – Will be added to the November BOD Agenda
- JPA / Merger / Consolidation Committee Update
- Employee Evaluation Taskforce

Station Bid

- October 2, 2017
- Bid changes will take place in January 2018

Fry's Marketplace Grand Opening

October 27, 2017

7:00 AM – Store Opens

7:30 AM – Ribbon-Cutting Ceremony

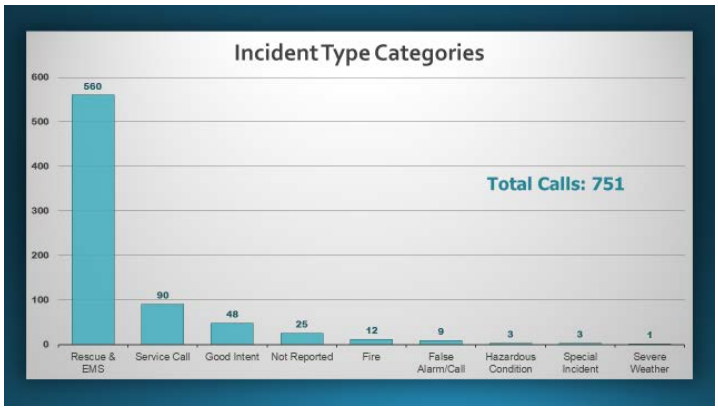
Wildland Update

- Nun Fire – Sonoma, CA
- Departed October 12, 2017
  - Mike Wolfe
  - Bill Tavares
  - Ruben Briones

Operations

- Run for the Fallen Event – October 14th
- CAC Job Fair – November 2nd
- Quarterly Training
  - EMS – Airway
  - Fire – MCS Drills
  - Ladder – Palm Tree Rescue
- Annual Hose Testing – October 28th – November 3rd
- Pinal County Community Wildfire Protection Plan Update – October 17th
- Working Fire – October 17th

September 2017 – Suppression Operations
Response Times for Code 3 (Emergent) Responses
September 2017
September 2016
YTD (Fiscal)
4:38
5:19
4:44


Incident Type Categories
Total Calls: 751
560
90
48
25
12
9
3
3
1
Rescue & EMS
Service Call
Good Intent
Not Reported
Fire
False Alarm/Call
Hazardous Condition
Special Incident
Severe Weather

September 2017 – Transportation Operations
Transport Types
357
26
67
ALS Transport
BLS Transport
Canceled, Refused, Other

Appendix B

B. First Amendment to the Intermedix Contract

Submitted By
Interim Fire Chief Mike Farber
Transportation Services Manager Billy Warren

Background / Discussion
The amendment effects paragraph 4 of the original contract signed at the September 16, 2015 Board Meeting (BOD #2015-09-07) in regards to payments made to Intermedix. The current contract states that Intermedix receives 5.3% of all monies collected by SFMD (see below), the amendment lowers this rate to 4.8%.

Original Contract:

> 4. **Payments.** DISTRICT will pay PROVIDER an amount equal to five and thirty hundredths percent (5.30%) of all monies collected by PROVIDER or paid to the DISTRICT directly, less refunds, as fees for performance of Services during the term of this Agreement. DISTRICT shall pay PROVIDER within thirty (30) days of receipt of invoice with appropriate and complete documentation of the amount billed, the amount collected and the amount refunded during the billing period. Invoices shall be submitted by PROVIDER to DISTRICT no more than monthly for the Services rendered during the preceding month.

Financial Impact/Budget Line Item
TBD

Enclosure(s)
Intermedix Contract First Amendment - For Signature

Go to Appendix C

Go to Agenda

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT FOR AMBULANCE BILLING BETWEEN ADVANCED DATA PROCESSING INC., A SUBSIDIARY OF INTERMEDIX CORPORATION, A DELAWARE CORPORATION
AND
SUPERSTITION FIRE & MEDICAL DISTRICT

This First Amendment (the "FIRST AMENDMENT") to Professional Services Agreement by and between Advanced Data Processing, Inc., a Subsidiary of Intermedix Corporation, a Delaware Corporation and Superstition Fire & Medical District the FIRST AMENDMENT is entered into effective as of October 12, 2017 by Advanced Data Processing, Inc., a Subsidiary of Intermedix Corporation, a Delaware Corporation (the "PROVIDER"), and Superstition Fire & Medical District a duly formed Arizona fire district (the "DISTRICT").

Recitals

A. The PROVIDER and the DISTRICT entered into Professional Services Agreement as of September 15, 2015 (the "AGREEMENT").
B. The PROVIDER and the DISTRICT each has determined it is in their best interest to enter into this First Amendment to modify the terms and conditions of the AGREEMENT only to the extent as specifically set forth in this FIRST AMENDMENT.

For valuable consideration given and hereby acknowledged, the PROVIDER and the DISTRICT as follows:

1. Recitals. The Recitals set forth above are incorporated into the terms of this FIRST AMENDMENT.
2. Payments. Paragraph 4 of the AGREEMENT regarding payments is deleted in its entirety and replaced by the following:

   "4. **Payments.** DISTRICT will pay PROVIDER an amount equal to four and eighty hundredths percent (4.80%) of all monies collected by PROVIDER or paid to the DISTRICT directly, less refunds, as fees for performance of Services during the term of this AGREEMENT. DISTRICT shall pay PROVIDER within thirty (30) days of receipt of invoice with appropriate and complete documentation of the amount billed, the amount collected, and the amount refunded during the billing period. Invoices shall be submitted by PROVIDER to DISTRICT no more than monthly for the Services rendered during the preceding month."

PROVIDER:
Advanced Data Processing, Inc., a Subsidiary of Intermedix Corporation, a Delaware Corporation
By: _____
Its: SVP
Date: 10/19/17

DISTRICT:
Superstition Fire & Medical District
By: _____
Its: _____
Date: _____

Appendix C

C. Disposition of Surplus Property.

Submitted By
Acting Assistant Chief Richard Ochs

Background/Discussion
The District has a need to dispose of certain items to maintain adequate work and storage space at the Annex facility. The intent is to list titled and inventoried equipment on EBay to be sold at public auction. This platform has proven effective on a previous sale of SFMD apparatus.

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

Quantity	Item Description	Property Type
3	PPV Fans (non-functional)	Inventoried Property
1	50 Galloon Shop Air Compressor (non-functional)	Inventoried Property
1	Brush Truck Skid Unit	Inventoried Property
1	Extrication Power Plant and Tool	Inventoried Property
1	Office Copier	Inventoried Property
1	L263 (Burned Unit) Truck	Titled Motor Vehicles/Apparatus
1	E262 American LaFrance	Titled Motor Vehicles/Apparatus

Financial Impact/Budget Line Item
Apparatus, machinery, and equipment valued at $5,000 or more will have sale proceeds deposited in the Capital Projects Fund; non-capitalized equipment and machinery will be recorded in the General Fund unless otherwise directed by the Board of Directors in accordance with Generally Accepted Accounting Principles as applicable to the District.

Enclosure(s)
N/A

Go to Appendix D

Go to Agenda

Appendix D

D. Purchase of two (2) LifePac 15 Heart Monitors.

Submitted By
Acting Assistant Chief Richard Ochs

Background / Discussion
The purchase of one (1) LifePac 12 Heart Monitor is a scheduled purchase for the FY 17/18 approved budget from the Capital Fund (200 Fund). The second heart monitor is being purchased utilizing donated monies from the Special Revenue Fund (400 fund).

The purchase of both monitors includes all necessary accessories. Physio Control is offering a $5,000 discount for the trade-in of an out of date heart monitor that was purchased in 1999.

Physio Control is a sole source distributer as noted in the attached procurement form.

Financial Impact/Budget Line Item
Total Cost (both monitors) – $72,120.92
$36,060.46 / 200-70-73420-41 (EMS Capital Projects Fund)
$36,060.46 / 400-70-77510-41 (EMS Cardiac Special Revenue Fund)

Enclosure(s)
Physio-Control Quote - #0099033 - For Review

SFMD Procurement Form - For Review

Purchase Order #015146 - For Review

Purchase Order #015147 - For Review

Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
Sales Order fax 800.732.0956
Service Plan fax 800.772.3340

To

SUPERSTITION FIRE & MED DIST
Attn: Mark Gomez, Captain
565 N IDAHO RD
APACHE JUNCTION,AZ 85119
(602) 982-4440 10/6/16 bad #
mark.gomez@sfmd.az.gov

Quote Number	00099033
Revision #	1
Created Date	10/17/2017
Sales Consultant	Gary Guntman (602) 625-1131
FOB	Redmond, WA
Terms	All quotes subject to credit approval and the following terms and conditions
NET Terms	NET 30
Expiration Date	12/21/2017

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD-26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	2.00	34,960.00	-6,292.80	28,667.20	57,334.40
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	1.00	0.00	0.00	-5,000.00	-5,000.00
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	2.00	640.00	-115.20	524.80	1,049.60
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	2.00	57.00	-10.26	46.74	93.48
11260-000039	LIFEPAK 15 Carry case back pouch	2.00	82.00	-14.76	67.24	134.48
11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	2.00	320.00	-57.60	262.40	524.80
11577-000004	Station Battery Charger - For the LP15	2.00	1,860.00	-334.80	1,525.20	3,050.40
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	8.00	469.00	-84.42	384.58	3,076.64
11171-000017	Masimo SET LNCS Adult Reusable Sensor	4.00	325.00	-58.50	266.50	1,066.00
11996-000323	Masimo SET Red LNCS Patient Cable - 4 foot	4.00	206.00	-37.08	168.92	675.68
11996-000369	LIFEPAK Monitor to PC USB Cable	2.00	294.00	-52.92	241.08	482.16

Subtotal	USD 62,487.64
Estimated Tax	USD 9,448.28

Estimated Shipping & Handling	USD 185.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

Grand Total	USD 72,120.92

Pricing Summary Totals

List Price Total	USD 82,302.00
Total Contract Discounts Amount	USD 0.00
Total Discount	USD -14,814.36
Trade In Discounts	USD -5,000.00
Tax + S&H	USD 9,633.28

GRAND TOTAL FOR THIS QUOTE

USD 72,120.92

Please Select One:

✔ **MY COMPANY USES A PO SYSTEM-please acknowledge the following:**
On all orders $5,000 or greater before applicable freight and taxes, a hard copy purchase order, referencing the quote number, is required. (If under $5,000, a purchase order number is sufficient. Please provide purchase order # here 015146 & 015147)

☐ **MY COMPANY DOES NOT USE A PO SYSTEM-section below must be completed prior to order submission.**

BILLING ADDRESS

Address _____
City _____ State _____
Zip Code _____
A/P Email _____
Phone _____

Signature Required for Non-PO using:
Physio-Control Inc. Requires Written Verification Of This Order.

The Undersigned is Authorized To Place This Order in Accordance With The Terms and Prices Denoted Herein.

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

SHIPPING ADDRESS

Address _____
City _____ State _____
Zip Code _____
A/P Email _____
Phone _____

☐ ***Please Check Applicable Tax Status:***
We are a Tax Exempt Entity (Tax Exempt Certificate Must Be Provided)

☐ We are Taxable Entity (Applicable Tax will be Applied at Time of Invoice)

To add or modify account information fill out the form found on the hyperlink provided.
http://www.physio-control.com/account

General Terms for all Products, Services and Subscriptions.
Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.
Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.
Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.
Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than $200.00.
Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.
Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.
Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.
Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at http://www.physio-control.com/Documents/. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES**.
Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.
Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.
Regulatory Requirement for Access to Infomation. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.
No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.
Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.
In addition to the General Terms above, the following terms apply to all purchases of products from Physio:
Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.
Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at http://www.physio-control.com/Documents/. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.
No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

PURCHASING / PROCUREMENT FORM by PURCHASE ORDER (PO)

BOD # 2017-11-03 PO # 015146, 015147

LIMITS	REQUIREMENTS	APPROVALS
$0.00 - $2,999.00	FORM Not Required	Budget Manager, BC, Executive Assist., Facilities Specialist
$3,000.00 - $4,999.99	FORM Not Required	Budget Manager, BC, Executive Assistant, Facilities Specialist **AND** (+2) Fire Chief, Assistant Chief or Finance Manager
$5,000.00 - $24,999.99	**3** Written Bids	Budget Manager, BC, Executive Assistant, Facilities Specialist **AND** (+2) Fire Chief, Assistant Chief or Finance Manager
$25,000 or MORE	**3** Written Bids	Budget Manager, BC, Executive Assistant, Facilities Specialist **AND** (+2) Fire Chief, Assistant Chief or Finance Manager **AND** Governing Board

Quote # 1

Vendor Name: Physio-Control, Inc. Vendor Phone #: 800-442-1142

Vendor Address: 11811 Willows Road NE, PO Box 97006, Redmond, WA 98073-9706

Quote Description: Purchase of two Lifepak 15 V4 Heart Monitors. Includes the trade-in of a 1999 Lifepak Heart Montior

See Attached Written Quote $ _____

Quote # 2

Vendor Name: _____ Vendor Phone #: _____

Vendor Address: _____

Quote Description: _____

See Attached Written Quote $ _____

Quote # 3

Vendor Name: _____ Vendor Phone #: _____

Vendor Address: _____

Quote Description: _____

See Attached Written Quote $ _____

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

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

APPROVAL:

DATE _____ DEPT. HEAD SIGNATURE _____

DATE _____ FINANCE MANAGER _____

DATE _____ ASSISTANT CHIEF SIGNATURE _____

DATE _____ FIRE CHIEF SIGNATURE _____

Superstition Fire & Medical District

Purchase Order

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

Date: November 07, 2017

TO: Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052

Vendor ID: MEDPC

Purchase Order # : **015146**

Requisition # : 14,254

Buyer:DC-O
Created by:JDB
Created Date:11/7/2017
Updated by:JDB
Updated Date:11/7/2017

Ship To: Support Services
1455 E 18th Av
Apache Junction, AZ 85219

Page # : 1

Order Description: LIFEPAK 15 V4

Line	SFMD Product #	Description	GL Acct #	Quantity	Unit Price	Amount
1	NIO	LIFEPAK 15 V4	400707751041	1.00	$36,060.4600	$36,060.46
		Quote #00099033				

Important Conditions

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

TOTAL **$36,060.46**

Purchasing Manager

Fire Chief

Superstition Fire & Medical District

Purchase Order

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

Date: November 07, 2017

TO: Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052

Vendor ID: MEDPC

Purchase Order # : **015147**

Requisition # : 14,255

Buyer:DC-O
Created by:JDB
Created Date:11/7/2017
Updated by:JDB
Updated Date:11/7/2017

Ship To: Support Services
1455 E 18th Av
Apache Junction, AZ 85219

Page # : 1

Order Description: LIFEPAK 15 V4

Line	SFMD Product #	Description	GL Acct #	Quantity	Unit Price	Amount
1	NIO	LIFEPAK 15 V4	200707342041	1.00	$36,060.4600	$36,060.46
			Quote # 00099033			

Important Conditions

1. Invoice in Duplicate
2. If price(s) are higher than specified, do not ship, advise us.
3. Do not ship or render any service prior to specified date, unless noted.
4. Goods subject to our inspection on arrival, not withstanding prior payment to obtain cash discount.
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6. Orders not shipped on date specified may be cancelled by us.
7. If these conditions are not acceptable, please advise us on receipt of the orders and before you

TOTAL **$36,060.46**

Purchasing Manager

Fire Chief