

VERSION 1.0



# BOARD OF DIRECTORS MEETING

MARCH 21, 2018

SUPERSTITION FIRE & MEDICAL DISTRICT 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

March 21, 2018

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### 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, March 21, 2018**. 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 February 2018 financial reports and bank reconciliations. (BOD #2018-03-01)**
- 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2018-03-02)**
- 3. Call to the Public. (BOD #2018-03-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 #2018-03-03):**
  - A. Board Meeting Minutes from February 21, 2018
  - B. ProShred Security Document Destruction Agreement
  - C. Intergovernmental Agreement for provisions of Services by Pinal County Recorder and Elections Department
  - D. Emergency Purchase – Mobile Radios
- 5. Discussion and possible action regarding the legal services decision in the February 21, 2018 Board meeting. (BOD #2018-03-04)**
- 6. Discussion and possible approval of Policy 100.01: Fair Employment / Anti-Discrimination / Retaliation brought for review at the February 21, 2018 Board Meeting (BOD #2018-02-07) for final approval at the March 21, 2018 Board Meeting. (BOD #2018-03-05)**
- 7. Discussion and possible approval of Policy 102.11: Work Criteria – Public Safety – Shift Assignments (which includes the Work Trade policy) brought for review at the March 21, 2018 Board Meeting for final approval at the March 21, 2018 Board Meeting. (BOD #2018-03-06)**

- 8. Discussion and possible approval for *Staffing for Adequate Fire & Emergency Response (SAFER) Grant.* (BOD #2018-03-07)**
- 9. Discussion and possible direction regarding the open Fire Chief position, and the other major initiatives being planned within the preparation of the Preliminary Budget for Fiscal Year 2018 / 2019. (BOD #2018-03-08)**
- 10. Discussion and possible direction regarding the Interim Fire Chief's evaluation. (BOD #2018-03-09)**
- 11. Discussion and possible action regarding Governing Boards legal counsel services. (BOD #2018-03-10)**
- 12. Reports. (BOD #2018-03-11)**
  - **SLT**
  - **Labor**
  - **Pension Board**
  - **Board Sanctioned Committees**
- 13. New Business / Future Agenda Items. (BOD #2018-03-12)**
- 14. Announcements (BOD #2018-03-N/A)**
- 15. Adjourn (BOD #2018-03-13)**

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).

Original Post on      March 15, 2018  
At:                      1730 Hours  
By:                      Sherry Mueller

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

**Governing Board Meeting – March 21, 2018**

**Agenda Item: 1**

**BOD#: 2018-03-01**

**Agenda Item Title**

Review and approval of the February 2018 financial reports and bank reconciliations.

**Submitted By**

Finance Director Roger Wood

**Background/Discussion**

The District’s accounting department staff prepares the monthly financial reports. The District’s annual budget, which is adopted by the Board each June for the following fiscal year (July 1 – June 30), is formatted to mirror the monthly financial statements. The financial reports provide the Board with a monthly recap of expenditures and revenues, along with year-to-date account balance information.

In compliance with A.R.S. §48-807(O), the following reports have been added to the monthly financial statements packet:

1. Cash Flow – All Governmental Funds.

The Cash Flow report consists of the combined cash balances of all District Funds. These balances include the General (100), Transport Services (150), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds. The Cash Flow report is updated monthly with the actual revenues deposited into and actual expenditures disbursed from the District’s cash accounts. It is important to note the revenues and expenditures are reported on a Cash Basis. This report is generated to demonstrate that the fire District maintains sufficient cash available to satisfy the projected expenditures budgeted over the course of the fiscal year.

2. Fund Account Bank Reconciliations.

The reconciliation of each of the District’s Fund Cash Accounts (General (100), Transport Services (150), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds) between the Pinal County Treasurer’s monthly bank statement and the District’s Fund balance sheet report is provided. To signify Board approval of the monthly financial statements and bank reconciliations, the Board Chairman is requested to sign the attached Letter of Acceptance which will be kept on file at the District.

**Financial Impact(s)/Budget Line Item**

N/A

**Enclosure(s)**

\*Monthly Financials provided under separate cover

**Recommended Motion**

*“Motion to approve the February 2018 financial reports and bank reconciliations.”*



**Go To Item 2**

**Go to Agenda**

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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **February 2018**:

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

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Jeff Cross, Board Chair

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Date



March, 2018

**Governing Board Meeting – March 21, 2018**

**Agenda Item: 2**

**BOD#: 2018-03-02**

**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.

**Appreciation of Volunteer Service since 2015 – Jack Hafer Sr.**

**March Service Anniversaries:**

**12 Years of Service**

Fleet & Facilities Support Specialist / **Barb Duffel**

**6 Years of Service**

Firefighter / Paramedic **Matt Dold**

Firefighter / Paramedic **Dan Elliott**

Firefighter **Wayne Emerson**

Firefighter / Paramedic **Lance Frawley**

Firefighter / Paramedic **Brian Garten**

Engineer **Bryan Heun**

Firefighter / Paramedic **Ryan Ledbetter**

Firefighter / Paramedic **Matt Perez**

Firefighter / Paramedic **Ryan Philips**

Firefighter / Paramedic **Adam Rodriguez**

**1 Year of Service**

Paramedic **Chris Huson**

Paramedic **Joe Potter**



**Go to Item 3**

**Go to Agenda**

**Governing Board Meeting – March 21, 2018**

**Agenda Item: 3**

**BOD#: 2018-03-N/A**

**Agenda Item Title**

Call to the Public

**A.R.S. §38-431.01(H)**

*A public body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the public body.*

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

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

**Background / Discussion**

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

**Scheduled**

None



**Go to Item 4**

**Go to Agenda**

**Governing Board Meeting – March 21, 2018**

**Agenda Item: 4**

**BOD#: 2018-03-03**

**Agenda Item Title**

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

- A. Board Meeting Minutes from February 21, 2018 – **Appendix A**
- B. ProShred Security Document Destruction Service Agreement – **Appendix B**
- C. Intergovernmental Agreement for provision of Services by Pinal County Recorder and Elections Department – **Appendix C**
- D. Emergency Purchase / Radios – **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 March 21, 2018.”*



**Go to Item 5**

**Go to Appendices**

**Go to Agenda**

**Governing Board Meeting – ENTER MEETING DATE**

**Agenda Item: 5**

**BOD#: 2018-03-04**

**Agenda Item Title**

Legal Services Action from the February 21, 2018 Board Meeting.

**Submitted By**

Mike Farber, Acting Fire Chief

**Background/Discussion**

In the February 21<sup>st</sup> board meeting a motion was made to discontinue legal services with Leonard & Felker PIC and evaluate the feasibility of securing William Whittington.

Because this was not originally drafted as an item with a motion SFMD is posting this in the March 21, 2018 Board Meeting to correct the oversight.

**Financial Impact(s)/Budget Line Item**

NA

**Enclosure(s)**

N/A

**Recommended Motion**

Motion to direct the Fire Chief to contact Bill Whittington for the Boards legal services going forward starting in March. If he is not available, then I give the Fire Chief discretion to hire whom he sees fit or see who else is available for legal counsel for the District.



**Go To Item 6**

**Go to Agenda**

**Governing Board Meeting – March 21, 2018**

**Agenda Item: 6**

**BOD#: 2018-03-05**

**Agenda Item Title**

Discussion and possible approval of Policy 100.01: Fair Employment / Anti-Discrimination / Retaliation Policy for review at the February, 2018 Board Meeting for final approval at the March 21, 2018 Board Meeting.

**Submitted By**

Board Clerk Gene Gehrt

**Background/Discussion**

Policy 100.01: Fair Employment / Anti-Discrimination / Retaliation will come before the Board for final approval of the policy at the March 21, 2018 BOD Meeting giving the Board a month to review the policy in its entirety.

**Financial Impact**

N/A

**Enclosure(s)**

Fair Employment / Anti-Discrimination / Retaliation Policy


**Recommended Motion**

*“Motion to Approve the Fair Employment/Anti-Discrimination/Retaliation Policy 100.01”*



**Go to Item 7**

**Go to Agenda**

 <b>Administrative Policy</b>	<b>Series: 100</b>	<b>Volume I: Administrative Policy</b>
	<b>100.01: Fair Employment / Anti-Discrimination / Retaliation</b>	
	<b>Effective Date:</b> 2005	<b>Revision Date:</b> 2005
	<b>Approved by:</b> Administrative Services	

**Policy**

The Superstition Fire & Medical District (SFMD) and its employees will not discriminate on the basis of age, race, color, sex, religion, national origin, disability, or sexual orientation. All employees, managers, supervisors, and job applicants are guaranteed equal employment opportunities. No person or employee, regardless of title or position, has the authority, expressed, actual, apparent or implied, to discriminate against an applicant, employee, vendor, supplier, or stakeholder of the SFMD. Furthermore, SFMD prohibits retaliating against any individual who lodges a good-faith complaint regarding discrimination, or who participates in any related investigation.

**Disability Discrimination**

SFMD will base decisions regarding recruitment, hiring, selection, training, promotion, termination or other terms, conditions, or privileges of employment on a candidate’s qualifications and job-related knowledge, skills and abilities. SFMD prohibits, forbids, and does not tolerate discrimination against any qualified individual with a disability.

All qualified individuals with a disability are guaranteed the same employment opportunities as other employees or applicants. The SFMD prohibits verbal, physical, or visual conduct that belittles or demeans any qualified individual with a disability.

**Reasonable Accommodation**

Reasonable accommodation requests shall be made in writing through the employee’s supervisory chain of command. The requesting employee must be specific as to the exact accommodation they are requesting. Upon receipt of a reasonable accommodation request, the employee’s supervisor and a human resources representative will meet with the requesting individual to discuss and identify the need and the potential accommodation. Physician or other medical/health professional validation of a disability may be required before accommodations are made.

Employees making requests for reasonable accommodations should make their requests as early as possible to ensure adequate time for consideration and validation of the need. SFMD will determine the feasibility of the request with regard to the nature and cost of the accommodation, the accommodation’s impact on the operations of the SFMD, including its impact on the ability for other employees to perform their duties. Upon approval of a request, a reasonable accommodation agreement that outlines the details of the agreed accommodation should be drafted and signed by the parties.

**False Reporting**

The SFMD recognizes that making false accusations of discrimination in bad faith can have serious consequences for both accuser and those wrongly accused. SFMD prohibits deliberately making false and/or malicious discrimination allegations, as well as deliberately providing false information during an investigation.

**Reporting Procedure**

Any person who has been discriminated against, witnessed an act of discrimination, or been subject to retaliation is to report such activity to the appropriate Section Manager, HR, and/or the Fire Chief

immediately. This reporting procedure is in addition to and supplements the reporting provision set forth in [Duty to Report Violations](#).

**Governing Board Meeting – March 21, 2018**

**Agenda Item: 7**

**BOD#: 2018-03-06**

**Agenda Item Title**

Discussion and possible approval of Policy 102.11: Work Criteria – Public Safety – Shift Assignments (which includes Work Trades) for review at the March 21, 2018 Board Meeting for final approval at the March 21, 2018 Board Meeting.

**Submitted By**

Board Clerk Gene Gehrt

**Background/Discussion**

Policy 102.11: Work Criteria – Public Safety – Shift Assignments includes the Work Trade policy.

**Financial Impact**

N/A

**Enclosure(s)**

Work Criteria – Public Safety – Shift Assignment Policy 102.11.


**Recommended Motion**

*“Motion to approve Policy 102.11: Work Criteria – Public Safety – Shift Assignment”*



**Go to Item 8**

**Go to Agenda**

 <p><b>Administrative Policy</b></p>	<b>Series: 102</b>	<b>Volume I:</b> Administrative Policy
	<b>102.11: Work Criteria – Public Safety / Shift Assignments</b>	
	<b>Effective Date:</b> 2005	<b>Revision Date:</b> 2018
	<b>Approved by:</b> Administrative Services	

**Policy**

**A. Work Schedules**

The SFMD recognizes a 48/96 schedule. The normal work week will average approximately fifty six (56) hours consisting of a combination two (2) consecutive twenty four (24) hour shifts on duty and four (4) consecutive twenty four (24) hour shifts off duty.

Shift change for public safety / 24 hour shift assigned employees should be 0700 hours. Personnel are to arrive no sooner than 0645 hours, and be in uniform with all personal equipment available and prepared to respond promptly at 0700 hours.

All employees should work as scheduled and not leave their assigned duty post until properly relieved.

Members unable to report for duty as scheduled should notify the on-duty Battalion Chief or the Battalion Safety Officer (BSO) at their assigned station least one hour prior to their scheduled duty time.

Absence Without Official Leave (AWOL): An employee who fails to call off for duty will be considered absent without official leave. In the event a member is absent from duty, the on-duty Battalion Chief should be notified immediately. Employees absent without leave for two (2) consecutive shifts will be subject to the disciplinary process.

**B. Work / Shift Assignments**

Shift assignments are made on the basis of adequate staffing to fill required positions within the organization. It may be necessary to adjust employee’s schedules on a temporary or permanent basis to deliver services. Every attempt will be made to provide adequate notice to affected employees. Shift personnel may be assigned to a forty (40) hour work week at the discretion of the Fire Chief.

**C. Out of Class Pay – See [102.48 Temporary – Acting Assignment](#)**

**D. Work Trades**

Shift personnel may engage in work trades with other employees. Work trades are arrangements between employees, reviewed and approved by the Battalion Chief (BC), and are a privilege extended to the employees.

1. Any employee may be denied the privilege of using a work trade by the immediate supervisor. The immediate supervisor must provide a written

response to the employee stating the reason for denying the work trade within 24 hours after being notified of the work trade.

2. A work trade may be revoked at any time prior to twenty-four (24) hours before the exchange. This can only be done by the Shift BC and written notification must be provided to the employee stating why the work trade was revoked. The employee will be able to use earn leave, when the work trade has been revoked.
3. A maximum of seventy-two (72) hours may be worked in a consecutive time period.
4. The employee initiating the work trade must ensure the proper documentation is completed prior to the work trade. The immediate supervisor and Shift BC will be given written/email documentation of the work trade. Failure to do so will result in disciplinary action.
5. Employees must follow established administrative policies for using work trades. Telestaff or other established electronic staffing module will be used as the tracking and record keeping system.
6. Employees who are scheduled to work a holiday will be compensated for that holiday, instead of the employee actually working as a result of a work trade.
7. If an accepting employee works a holiday, they will be owed 1.5 hours for each hour worked, so if an employee works a 24-hour work trade on a holiday, they will be owed 36 hours by the requesting employee.
8. Hours accrued as a result of work trades are not eligible for overtime compensation.
9. Probationary employees are not permitted to participate in work trades during their first six (6) months of employment.
10. Employees may not compensate another employee for accepting the work trade. This includes but not limited to the following: cash, work services, gift cards or vouchers.
11. Employees must repay all work trades within two-year of the date of the first requested work trade or the employee may have their work trade privileges suspended.
12. Employees may donate work trades for injured or sick employees, if the employees working for the injured or sick employee are in the same job classification (Capt./Capt., Eng./Eng., FF/FF, TSP EMT/TSP EMT & TSP CEP/TSP CEP) or have the ability to act as in the position of the injured or sick employee. These work trades must be coded as a donated work trade and the Shift BC has the discretion to allow an out of class work trade.
13. Employees may not have not more than 120 hours of unpaid/unworked work trade hours with any one employee.
14. The maximum number of work trade hours per employee per calendar year is 1440 hours.

15. Overtime shifts are not eligible for work trades
16. An employee who fails to report for an agreed upon work trade or uses sick time will be charged sick time for the hours of the work trade.

**E. Change of Shifts**

All shift personnel should make every attempt to have their station and apparatus in a mission ready state by 0645 for the on-coming shift.

**F. Rest and Recuperation**

Sleeping on duty should not be allowed between 0700 and 1700 hours. Exception: with station officer's approval between 1200 & 1300 hours in sleeping quarters only. Sleeping hours may be adjusted for special circumstances in the interest of personal safety due to overtime and response demands. Sleeping in areas of the station other than the bunk room is not allowed.

**G. Medical Examinations**

Annually medical examinations will be scheduled on-duty days.

The SFMD will bear the expense for the annual medical examination for full-time public safety employees.

**H. Overtime**

This policy defines various overtime categories used for tracking and defines the steps in filling necessary positions when vacancies occur. All overtime must be approved and authorized by the supervisor prior to the work. Calls for service that extend over shift change time are an exception. All overtime requires written documentation describing reason for the overtime, appropriate authorization or signature, and is the responsibility of the employee.

**Shift Holdover**

Shift holdover in excess of seven (7) minutes will be compensated in 15 minute increments, but the employee should remain at the worksite during the time of compensation.

**Non-emergency Overtime**

Non-emergency overtime refers to all overtime not otherwise specified. Overtime required due to the negligence of the employee should be compensated, with overtime, for actual time worked.

**Training**

Required meetings, required training sessions, and required drills that occur outside an employee's regularly scheduled shift will be considered non-emergency overtime. Meetings, training sessions, and drills that occur outside and Shift holdover in excess of seven (7) minutes will be compensated in 15-minute increments, but the employee should remain at the worksite during the time of compensation. Employee's regular shift that are optional or elective, will not compensable.

## **Call Shifts**

Call shifts should be all other overtime worked in excess of 8 hours (continuously) and should be paid at the rate of 1-1/2 times the employee's base rate.

The District will maintain a "call list" containing the names and qualifications of any regular, non-probationary, (excepting promotional probation) full-time employees who wish to be included. This call list will be used to assign extra shift work. Employee desiring to be added to the call list, and employees who have completed probation will be added to the bottom of the call list.

To be eligible to for call shifts, the employee must have worked their last scheduled shift, unless on approved vacation leave. Individuals on injury leave or illness leave must have returned to work before being eligible for overtime.

The process for call shifts should be as follows: a staff member will send out a message specifying the time and date of the overtime, the position to be filled, and a "response required by" time (i.e. "captain, 24-hours, June 28, respond by 10:15 hour June 25".) A second message will be sent specifying who has been assigned to the overtime. (i.e. Jones, Capt. June 28, 24 hours.) The name of the person assigned to the overtime will be moved to the bottom of the call list if the opening is more than 8 hours. The employee is responsible for fulfilling his/her commitment once assigned.

The overtime will be offered the person closest to the top of the call list and who is in the same job group as the person first creating the overtime. If no one from the job group responds/offers to work the overtime, the employee who responded to the callout, and is closest to the top of the call list, will be awarded the overtime, provided the employee is qualified.

When an employee comes in for a call shift, and the situation changes resulting in not needing the call-back, the employee will receive a minimum of two (2) hours of work and will not be moved to the bottom of the call list.

Procedures for mobilizing and demobilizing for wildland callout and other non-SFMD, non-mutual aid emergency assignments are defined in other areas of policy or directive.

The District should maintain a list of those employees who have requested notification of such opportunities and the types of assignments for which they qualify.

Employees who are on the wildland team and who have requested to be contacted per this policy, will be assigned using the call list.

If any assignment for wildland callout or other non-District, non-mutual aid emergency results in more than eight (8) hours at the overtime rate of pay, the employee will be moved to the bottom the call list upon his or her return.

**Governing Board Meeting – March 21, 2018**

**Agenda Item: 8**

**BOD#: 2018-03-07**

**Agenda Item Title**

Staffing for Adequate Fire & Emergency Response (SAFER) Grant

**Submitted By**

Mike Farber, Fire Chief

**Background/Discussion**

As part of the additional unit at station 263 pilot program SFMD has identified that additional suppression personnel are required to maintain adequate staffing levels. Although, SFMD has authored grants in the past it was recommended that a grant consultant be utilized for the SAFER application. This grant can be political in nature, and the lack of experience with SAFER grants may prove detrimental to SFMD in this circumstance.

Additionally, administrative staff positions have been reduced thus creating strain on meeting required due dates. Having a consultant with the knowledge, and experience to move this necessary initiative forward is imperative.

**Financial Impact(s)/Budget Line Item**

TBD (Based on the number of firefighters requested in the grant)

**Enclosure(s)**

Agreement - James F. Grasham, Grant Consultant

**Recommended Motion**

"Motion to approve the agreement with James F. Grasham, Grant Consultant for the 2018 SAFER grant not to exceed \$2,500.00



**Go To Item 9**

**Go to Agenda**

**JAMES F. GRASHAM**  
Grant Consultant

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March 15, 2018

Mike Farber, Interim Fire Chief  
Superstition Fire & Medical District  
565 N. Idaho Rd.  
Apache Junction, AZ 85119

RE: Letter of Agreement – 2017 Staffing for Adequate Fire and Emergency Response (SAFER) Grant

Chief Farber:

This letter shall serve as an agreement between the Superstition Fire & Medical District (SFMD) and James F. Grasham, Grant Consultant, for the preparation and submittal of a grant application under the 2017 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program sponsored by the Federal Emergency Management Agency (FEMA). This grant application shall be submitted in accordance with the guidance provided by FEMA for this grant.

Mr. Grasham will work with staff members of the SFMD to research, prepare, and submit the above referenced application. In exchange for his services, SFMD agrees to pay Mr. Grasham fifty (50) dollars per hour, inclusive of expenses, not to exceed \$2,500 per each submitted application. Upon successful submittal of each grant application, Mr. Grasham will submit evidence of the successful submittal of the application and an invoice detailing the number of hours, activities, and total charges for his services to the SFMD for payment. Any disputes regarding these charges will be discussed with both parties and settled before payment is rendered. Payment is due upon approval of the final invoice.

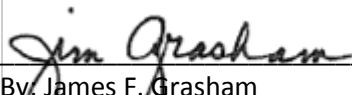
Should either party decide to terminate this agreement before the application is submitted, payment to Mr. Grasham will be for time spent working on the application up to the time the agreement was terminated.

Execution of this agreement begins on the date of the signature of the SFMD representative listed below.

Superstition Fire & Medical District

Contractor

\_\_\_\_\_  
By: Jeff Cross, Chairman  
Superstition Fire & Medical District  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
By: James F. Grasham  
Grant Consultant  
Date: March 1, 2017

\_\_\_\_\_  
By: Mike Farber, Interim Fire Chief  
Superstition Fire & Medical District  
Date: \_\_\_\_\_

**Governing Board Meeting – March 21, 2018**

**Agenda Item: 9**

**BOD#: 2018-03-08**

**Agenda Item Title**

Discussion and possible direction regarding Fiscal Year 2018 / 2019 major budget initiatives.

**Submitted By**

Interim Fire Chief Mike Farber

Finance Director Roger Wood

**Background/Discussion**

In order for Staff to prepare the FY 2018 / 2019 Preliminary Budget for the Board consideration, direction is needed on how to budget for the open Fire Chief position that is currently being filled by Chief Farber in an interim status. At the February Board meeting, Chairman Cross asked Staff to provide a comparison of the costs associated with the following scenarios related to the open Fire Chief position:

1. Promotion of Interim Fire Chief to Fire Chief.
2. Hiring of a new Fire Chief from the outside (not currently employed at the District).
3. Hiring of a new Fire Chief from the outside (someone not currently employed at the District), as well as a new Assistant Chief – Operations from the outside (someone not currently employed at the District).

Staff is asking for Board direction on which option (1, 2, or 3 above) to budget for.

In addition to the discussion regarding the open Fire Chief position, Staff will provide an overview of the major budget initiatives by priority ranking that are being prepared for inclusion in the FY 2018 / 2019 budget, dependent on the available funds.

**Financial Impact(s)/Budget Line Item**

For FY 2018 / 2019 Budgeting purposes.

**Enclosure(s)**

N/A – to be provided at the Board meeting.

**Recommended Motion**

“Motion to approve Scenario \_\_\_\_\_ related to the open Fire Chief Position for budgeting purposes in preparation of the Preliminary Budget for Fiscal Year 2018 / 2019”



**Go To Item 10**

**Go to Agenda**

**Governing Board Meeting – March 21, 2018**

**Agenda Item: 10**

**BOD#: 2018-03-09**

**Agenda Item Title**

Annual Evaluation for the Fire Chief position.

**Submitted By**

Chief Farber

**Background/Discussion**

The attached evaluation can be utilized to for the annual fire chief position. The Board may wish to utilize other categories or the ones listed on enclosed templates. In addition to the performance rating of the fire Chief, mutually agreed upon goals can be determined between the Board of Directors and the Fire Chief.

In addition, the Board of Directors will want to discuss and consider who (besides the Board of Directors) should be solicited for input regarding the performance of the Fire Chief.

Staff is requesting that the Board provide direction on next steps.

**Financial Impact(s)/Budget Line Item**

There is no financial impact for this item but will be determined in subsequent years.

**Enclosure(s)**

The Professional Growth and Development Guidance Document

**Recommended Motion**

TBD



**Go To Item 11**

**Go to Agenda**



## **Professional Growth and Development Guidance Document**

***Progress Report Due June 30th each year***

***Final Due December 31 each year***

**Employee Name:** \_\_\_\_\_

**Supervisor:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### **PURPOSE STATEMENT:**

Superstition Fire & Medical (SFMD) is committed to career development of all employees. The purpose of the Professional Growth and Development Guidance Document is to establish an interactive and collaborative process between supervisors and employees. This process assists members in identifying career goals, reviewing job performance and finding solutions based on employee goals, available training, and organizational needs. Additionally, it is the belief of the SFMD that all employees have the opportunity to properly prepare to successfully step into the next role.

### **INSTRUCTIONS:**

The Professional Growth and Development Guidance Document has been developed and implemented to ensure regular feedback, review of performance, and provide a platform for employee growth and development.

Two-way communication is an integral part of this process; therefore, employee participation is required and valued. The Professional Growth and Development process begins with dialogue between the supervisor and employee in the job performance analysis and career goal setting objectives.

1. Check boxes that most applies

Needs Improvement     Meets Standard     Above Standard

2. Provide written feedback for each of the 4 sections

3. Complete employee's goals and supervisor feedback.

## **Intention of the Growth and Development Program:**

- To achieve continuous improvement rooted in employee involvement and commitment
- To provide an objective review of performance and appropriate goal setting objectives
- To create a career path or plan that benefits both the District and the employee
- The Professional Growth and Development Guidance Document contains four sections; Communication, Conflict Management, Leadership, and Reliability/ Work Ethic/ Integrity. Contained within each of these sections are examples of key behaviors. These key behaviors are intended to be specific examples of how a member may perform while on the job.
- The employee and supervisor will identify areas within each category against the performance of the employee within the present position they hold. Each area looks at specific characteristics that reflect identified abilities employees need to successfully fulfill job requirements. Both employee and supervisor will identify specific areas in which the employee meets, exceeds or requires improvement. All comments must be supported with documentation supporting the identified job performance.
- *The assessment of the employee's performance is an important and sensitive area. It requires that the employee realistically examine their own abilities and performance and be prepared to discuss them with their supervisor. The employee's self-assessment and their supervisor's assessment of job performance will provide the basis of discussion for specific career goals. Identified goals are to be documented in the Goal Setting section near the end of this document.*
- In an effort to provide continued career growth at all levels, the Professional Growth and Development form also contains an area in which the employee may comment on their supervisor's performance within the areas contained in the document. (Specific examples must be provided to support comments).
- The Professional Growth and Development Plan is an ongoing part of the management process. It involves consistent and continuous monitoring of performance results by both the employee and supervisor.

## Business Acumen

A keenness and quickness in understanding and dealing with business situations in a manner that is likely to lead to a positive outcome.

### Key Behaviors:

- Financial Management - Understands the organization's financial processes. Prepares, justifies, and administers the fiscal year budget. Oversees procurement and contracting to achieve desired results. Monitors expenditures and uses cost-benefit thinking to set priorities.
- Human Capital Management - Builds and manages workforce based on organizational goals, budget considerations, and staffing needs. Ensures that employees are appropriately recruited, selected, appraised, and rewarded; takes action to address performance problems. Manages a multi-sector workforce and a variety of work situations.
- Flexibility - Is open to change and new information; rapidly adapts to new information, changing conditions, or unexpected obstacles.
- Resilience - Deals effectively with pressure; remains optimistic and persistent, even under adversity and recovers quickly from setbacks.
- Strategic Thinking - Formulates objectives and priorities, and implements plans consistent with the long-term interests of the organization in a global environment. Capitalizes on opportunities and manages risks.
- Building Coalitions - This core qualification involves the ability to build coalitions internally and with, State and local governments, nonprofit and private sector organizations, to achieve common goals.
- Partnering - Develops networks and builds alliances; collaborates across boundaries to build strategic relationships and achieve common goals.
- Public Service Motivation - Shows a commitment to serve the public. Ensures that actions meet public needs; aligns organizational objectives and practices with public interests.

<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Standard <input type="checkbox"/> Above Standard
Employee Comments
Supervisor Comments

## Work Ethic

Ability to conduct one's self within the adopted organizational Code of Conduct, Declaration of Ideals and SFMD policy manual; with the quality of being trustworthy and consistently performing well.

Demonstrates the ability to recognize the benefit and importance of dedication to job performance has on those around them, respective to their individual position within the organization; and demonstrates the ability to learn, accept and maintain a consistent level of moral and ethical standards in daily life.

### Key Behaviors:

- Displays competence of Job Knowledge, Skills and Abilities
- Reflects the highest standards of organizational and individual behavior
- Positive work habits/Self-motivated
- Is Punctual and Mission Ready for work
- Follows through on assigned tasks
- Positive helpful character
- Goal oriented
- Accountable for own actions/Exercises self-restraint
- Trustworthy/Caring personality
- Takes responsibility
- Demonstrates fairness
- Dedication to self and organization
- High level of productivity
- Team player/Self-disciplined/Positive attitude
- Committed to honesty and integrity

<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Standard <input type="checkbox"/> Above Standard
Employee Comments
Supervisor Comments

## Communication

The ability to convey information both verbal and non-verbal (written) to other(s) that effectively facilitates the organization's mission and goals. Employee maintains open communications and effectively works through conflicts. Communicates well with SFMD members, stakeholders, and outside agencies.

### Key Behaviors:

- Actively listens
- Approachable
- Communicates in a productive and professional manner during conflict
- Team-oriented customer service manner
- Seeks to understand not be understood
- Sensitive to the concerns of others
- Establishes a rapport with others
- Communicates information (written and oral) in a uniform manner
- Enthusiastic
- Appropriate vocabulary and grammar
- Communication is comprehensive and accurate
- Cognizant of the potential effects communication may have going forward
- Actions support communication

<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Standard <input type="checkbox"/> Above Standard
Employee Comments
Supervisor Comments

## Conflict Management

Ability to enhance the effectiveness of the organization through limiting negative aspects of conflict while enhancing a positive atmosphere within the organizations work environment.

### Key Behaviors:

- Committed to resolving problems
- Address problems quickly before they reach crisis stage
- Communicates without blaming others
- Able to recognize issues that may lead to conflict
- Understands opposing views are necessary and productive
- Works to keep conflict productive and professional
- Doesn't assume the feelings of others
- Uses active listening skills
- Shows high degree of self-awareness
- Possess empathy
- Excellent problem solving skills
- Able to draw out perspective and feeling of others
- Identifies triggers to conflict
- Forgives

<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Standard <input type="checkbox"/> Above Standard
Employee Comments
Supervisor Comments

## Leadership Skills

Ability to influence or maximize effort toward the goals and objectives of the organization.

### Key Behaviors:

- Ability to make decisions quickly and effectively
- Self-confident and assertive
- Empowers/Motivates Others
- Empathetic/Able to see others perspective
- Works to gain and maintain trust
- Command presence
- Willingness to do what it takes to get job done
- Ability to direct/guide efforts of others
- Accepts responsibility and is accountable
- Ensures procedures are followed
- Self-starter
- Continuously learning
- Consistently expanding their world
- Learns from experiences
- Teaches
- Challenges themselves
- Able to inspire others to act
- Does not overindulge their egos

<input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Standard <input type="checkbox"/> Above Standard
Employee Comments
Supervisor Comments

Fire Chief: Goal Setting (Plan for Going Forward):

In an effort to provide continued career growth at all levels, please take a moment and let SFMD Board Members know how they are doing. Comments must be based in the areas listed and behavioral characteristics identified within this document (use specific examples).

Fire Chief Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Board Chair Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Board Clerk Signature: \_\_\_\_\_

Date: \_\_\_\_\_

HR Review Initial: \_\_\_\_\_

Date: \_\_\_\_\_

**Governing Board Meeting – March 21, 2018**

**Agenda Item: 11**

**BOD#: 2018-03-10**

**Agenda Item Title**

Legal Services

**Submitted By**

Interim Fire Chief Mike Farber

**Background/Discussion**

The Board of Directors at the February 21, 2018 Board meeting directed Chief Farber to ascertain if Bill Whittington was available to represent the Superstition Fire & Medical District's Governing Board. In the Appendix (E) you will find the Resolution Letters and fee structures for William Whittington and Radar Mayrose LLP.

**Financial Impact(s)/Budget Line Item**

See attached

**Enclosure(s)**

**Appendix - E**

Retention Letter from William R. Whittington

William R. Whittington Resolution

Engagement letter and fee structure from Rader Mayrose, LLP law firm

Deanna Rader Bio

Jamie Mayrose Bio

Rader Mayrose Resolution

**Recommended Motion**

TBD



**Go To Item 12**

**Go to Appendix E**

**Go to Agenda**

**Governing Board Meeting – March 21, 2018**

**Agenda Item: 12**

**BOD#: 2018-03-11**

**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.

- **SLT**
- **Labor**
- **Pension Board**
- **Board Sanctioned Committees**

**Recommended Motion:**

N/A



**Go to Item 13**

**Go to Agenda**

**Governing Board Meeting – March 21, 2018**

**Agenda Item: 13**

**BOD#: 2018-02-12**

**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 14**

**Go to Agenda**

**Governing Board Meeting – March 21, 2018**

**Agenda Item: 14**

**BOD#: 2018-03-n/a**

**Agenda Item Title**

Announcements

**Background / Discussion**

The BOD and staff may share and discuss items to be placed on future BOD agendas.

**Recommended Motion:**

N/A



**Go to Item 15**

**Go to Agenda**

**Governing Board Meeting – March 21, 2018**

**Agenda Item: 15**

**BOD#: 2018-03-13**

**Agenda Item Title**

Adjournment

**Recommended Motion:**

*“Motion to adjourn the Board meeting.”*



**[Go to Agenda](#)**

# Appendix A

## A. Board Meeting Minutes from February 21, 2018

### Submitted By

Board Clerk Gene Gehrt

Board Secretary Sherry Mueller

### Background / Discussion

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

### Financial Impact/Budget Line Item

N/A

### Enclosure(s)

February 21, 2018 Board Meeting Minutes





# Superstition Fire & Medical District

Phone (480) 982-4440 ~ [sfmd.az.gov](http://sfmd.az.gov)

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## Governing Board Meeting Minutes February 21, 2018

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, FEBRUARY 21, 2018. 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 Director Strand.

### C. Roll Call

Chairman Jeff Cross, Clerk Gene Gehrt, Director Todd House, Director Jason Moeller, and Director Larry Strand was present.

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 Board Secretary Sherry Mueller were also present for the meeting.

### 1. Review and approval of January 2018 financial reports and bank reconciliations. (BOD #2018-02-01)

**Motion** by Director House to approve the January 2018 financial reports and bank reconciliations.

**Seconded** by Director Strand.

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

### 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2018-02-02)

Acting Assistant Chief Ochs read the list of February Anniversaries: Firefighter / Paramedic Dave Endres (5 years of service), Firefighter Monte Fuller (5 years of service), Firefighter George Anthony Martinez (5 years of service), Firefighter / Paramedic Chris Furgeson (5 years of service), Fire Captain / Paramedic Paul Perkins (28 years of service), Acting Administrative Director Anna Butel (18 years of service), Fire Captain / Paramedic Carlos Rivera (18 years of service), Fleet Supervisor Vaughn Croshaw (9 years of service), EMS Coordinator Eileen Blackstone (2 years of service) and Human Resources Generalist Sherry Mueller (2 years of service).

**3. Call to the Public. (BOD #2018-02-N/A)**

N/A

**4. Consideration and possible approval of all consent agenda items listed below: (BOD #2018-02 – 03)**

- A. Board Meeting Minutes from January 17, 2018.
- B. Purchase of Replacement MCTs and Docking Stations.
- C. Renewal of contract for property and casualty insurance service.

**Motion** by Director Strand to approve consent agenda items A, B and C. **Seconded** by Director House.

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

**5. Discussion of the Fiscal Year 2018/2019 Tax Abstract for Pinal and Maricopa counties, and its impact on the development of the Fiscal Year 2018/2019 Revenue Budget. (BOD #2018-02-04)**

Interim Fire Chief Mike Farber stated that the 2018/2019 tax abstract levy limit for Pinal and Maricopa counties was delivered to the District on February 9<sup>th</sup>. Roger Wood will walk us through what this means in terms of our NAV.

Finance Director Roger Wood stated that the beginning of each budget season is the time for us to be notified of what our net assessed value or the value of all the properties in our District is worth. That comes to us from Pinal and Maricopa Counties Assessors Office. We received this year's information on February 9. In total, the increase over the budget year that we are currently in, on a percentage standpoint, is 4.46%. In the past we have had numerous conversations about the impact of Proposition 117 and how the maximum increase is 5% unless there is some kind of organic growth. This is the second year in a row that we have at least exceeded the 4%. If you remember back to a forecast that I presented late last year, I was assuming 3%, so this is above what our expectations were. I've yet to be able to determine how much, if any, value we have received from the new Fry's. That kind of detail comes in the next few weeks or a month or so. Once I find that out, I will share. The best-case scenario would be that there is no real value in this number and so we would get all the value next year. What that means to us at the current \$3.25 per \$100 of net assessed value calculation is that we would receive an additional \$535,680 in tax revenues to operate the general fund (100 fund). At the current special assessment rate of \$0.25 per \$100 of NAV, this increase will result in an additional \$40,105 in tax revenues for the capital replacement for the 200 fund. The only element within the revenue equation that we do not know yet is the Salt River Project NAV. They are not statutorily required to give it to us, it is more of a voluntary thing, and it will come to us within the next 4 to 6 weeks. We saw a very big increase three years ago. 30% in one year. Two years ago, it went down 1.5%. Last year it went down 1.5%. If it goes down another 1.5%, that would cost us about \$5000, so it's not going to break the bank. We are still waiting on that information. This presentation that I'm giving you today is for your information only. Like I said, it's only the beginning of the budget process and there is no action required from the Board's perspective today. I can address any questions you may have.

There were no questions from the Board Members.

**Motion:** N/A

**6. Discussion and possible approval of the Procurement Policy brought for review at the January 17, 2018 Board Meeting (BOD #2018-01-05) for final approval at the February 21, 2018 Board Meeting. (BOD #2018-02-05)**

Director House stated that he appreciates Clerk Gehrt and all his hard work in getting all this caught up (policy reviews). We appreciate the effort he is putting in to it.

**Motion** by Director House to approve the Procurement Policy. **Seconded** by Clerk Gehrt.

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

**7. Discussion and possible approval of Policy 102.11: Work Trade brought for review at the January 17, 2018 Board Meeting (BOD #2018-01-09) for final approval at the February 21, 2018 Board Meeting. (BOD #2018-02-06)**

Clerk Gehrt commented that when this came out, it came across as being an individual Work Trade Policy. However, it is actually a subset of Policy 102.11. We've never approved 102.11. So I've ask the Chief if we could possibly come up with a different approach to this so that we have time to review 102.11. Where are we at on this? Are we going to review 102.11 next month?

Acting Assistant Chief Richard Mooney stated that we can do that for you, Sir, or you can approve just this portion of it. This is to close up some of those loopholes we've had in the Work Trade Policy. We can come back next month with the rest of 102.11 and go about it that way, if you like, or we can t postpone it to next month.

Clerk Gehrt asked what it will do if we postpone it?

Interim Fire Chief Mike Farber stated that in his opinion, we should look at the entire policy. It's a very long policy. In fact, some of it, I think, should be separate policies. I don't think it would hurt to wait a month, and do this right and evaluate the entire process.

Chairman Cross asked if this portion of the policy would change in the future? I wouldn't imagine that it would change in the future.

So again, if we do delay it, you guys will review it next month and then it wouldn't be approved until the following month, just so you know what the timeline is.

Clerk Gehrt asked why can't we approve it next month if we already know what it is? The only thing different is that you're adding the change I.D., and then the whole thing gets approved at once.

Acting Assistant Chief Richard Mooney said we can do that as well, Sir.

Clerk Gehrt asked if we bring a Motion, or do we just leave it?

Chairman Cross states we just need to give direction. We can table this and wait until next month.

Clerk Gehrt said we can approve this whole thing in one package.

**Motion: N/A**

**8. Discussion and presentation of Policy 100.01: Fair Employment / Anti-Discrimination / Retaliation brought for review at the February 21, 2018 Board Meeting for final approval at the March 21, 2018 Board Meeting (BOD #2018-02-07)**

**Motion: N/A**

**9. Discussion and possible direction regarding the vacated Fire Chief position, and its implications on FY2018/2019 budget (BOD #2018-02-08)**

Interim Fire Chief Mike Farber stated that we put this on the agenda to have a discussion regarding the budget. However, it would be inappropriate for me to speak on this matter, or anyone on my SLT with the exception of Roger, so I'm going to have Roger discuss this.

Finance Director Roger Wood stated that one of the major items, as Staff prepares the preliminary budget for your review, is to get direction from the Board on how we should budget for the vacated Fire Chief position. There are numerous alternatives. In FY18/19, the employment costs related to Chief Bourgeois will no longer be an expense for the District. That equates to approximately \$228,000 worth of savings, if you want to call it that. However, depending on whether or not the Board intends to fill the vacancy with someone not currently employed by the District, that savings could easily be offset by the cost of a new external Fire Chief. Also, I think it bears discussion that should the new external Fire Chief want to hire someone not currently employed by the District as their Assistant Chief of Operations, then that additional expense would also have to be budgeted for. The additional expense would be associated with hiring another AC of Ops. As the Board is aware, the expense budgeted in one area negates the ability to budget expense in other areas. And so, before Staff can prepare and present a preliminary budget that represents the cost of ongoing operations and any new initiatives being recommended by SLT and Labor, the Board's direction on how to budget for the vacated Fire Chief position is needed. Now clearly, the last thing Staff wants to do is give the impression that we're trying to force the Board to make a decision that it is not prepared to make at this Board meeting, but we're bringing this up because timing is becoming of the essence. Respectfully, Staff is raising this issue for discussion hoping direction can be provided in the March Meeting. That would still give us enough time to be able to figure how to budget. One of the things that I socialized with Chief Farber, and if it helps the Board in its decision-making process, Staff can bring a high level overview to the March Board meeting of two alternative scenarios. One which budgets for an external Fire Chief and one that does not. That way both budget scenarios can be compared side-by-side and then the impact or lack thereof of the initiatives that SLT and Labor are working on can be seen and this may help make the decision or further the discussion. And so, that's basically what we wanted to accomplish tonight. We do not expect and we do not want the impression that we're forcing the Board to make a decision, but we do need direction so we can pull together a meaningful preliminary budget in a timely manner.

Director House stated that he would like to see that comparison. He would like to see the financial comparison. Right now, my mind is made up but I want the Board to have the ability to look at financials and what it offers this District. I think that would be a great idea to bring that forward next month for review and look at it.

Finance Director Roger Wood said it would be very high level and I will show you one versus the other and put it into a meaningful presentation and we can discuss it further.

Chairman Cross said he would like to see three comparisons. One with a Chief and Assistant Chief, one with a new chief and a new Assistant Chief and just a new Chief

Finance Director Roger Wood agreed to do that.

Clerk Gehrt added that if we were to hire a Chief from the outside and an Assistant Chief, that would be the worst case scenario, correct?

Director Moeller added that we would have to throw in the budget the cost of going out and looking for one.

Finance Director Roger Wood stated that there will be search and testing costs included. I will highlight those in separate line items so we can see what's driving the differences and we can go from there.

Director Moeller asked if we budgeted \$30,000 for the Fire Chief search?

Finance Director Roger Wood said that is what we had in the amended budget and we chose not to use that this year.

Chairman Cross asked if it was actually \$30,000 or was a \$20,000?

Finance Director Roger said it was \$30,000 for the search. It might have been broken up into a couple of different elements, but the total was \$30,000.

Clerk Gehrt said \$30,000 sticks in his mind as well.

**Motion: N/A**

## **10. Reports (BOD #2018-01-11)**

- SLT
- Labor
- Pension Board
- Board Sanctioned Committees

### Fire Chief Report

Interim Fire Chief Mike Farber stated that we launched the Captains conference with A Shift and C Shift. We went over evaluations and how to properly do them. We had 2.5 to 3 hours of command training and tactics. Also we talked about report writing and NFRS (National Fire Reporting Service). We have B Shift on the 26<sup>th</sup> left. We will be doing this every quarter.

We had a new hire for Transportation Services. Paramedic Crystal Martin was hired on February 7.

Also on February 7 we had the State of The City Event. Mr. House and elected officials from around the city were there, along with our Board members. It was a chance to see what the city was doing, especially the School District and the Fire District. It was a well attended event and I got to meet a lot of people from the State level and also the local level.

Lastly, the data for Engine 263 pilot program updates are on the next slide. According to the ISO requirements (NFPA 1710), we are a medium risk community. What that means is we need two engines and a ladder truck in there in eight minutes or less and then our effective firefighting response force (ERF) of 16 to 17 firefighters. So basically, that would be your two engines and ladder. Right there is 12 people and the fourth would become 16 or the B C would be two more. That is what is recommended in eight minutes or less. What ISO rates us on is two engines and a ladder, they call that first alarm. In the Valley, three in one is a normal assignment. First alarm is quite a bit bigger.

We had two fires in January. As you can see on the first slide, (2175 W. Southern) Engine 263 was there in 4 minutes and 29 seconds. Engine 217 and 529 and Ladder 263 in 5 minutes 43 seconds and Engine 261 in 6 minutes 14 seconds. So right there is 16 people within less than 6 minutes. Battalion 202 was 7 minutes 9 seconds. Our Battalion Chief must have been coming off a call, was 10 minutes 57 seconds, but we had over 18 people so we exceeded our effective response force and hit the benchmark. We didn't do that at all last year. This was our first call out of the gate. Second call at 3400 S Ironwood, as you can see, we had five units there in 6 minutes 26 seconds or less.

We also had several more calls in February and we will give you that data next month, but we have been consistently getting four engines and a Battalion Chief there in 8 minutes or less. That is good news for our ISO rating in the near future, so that part is working very well. I am very proud of that.

Response times - processing time has stayed about the same. That's the time they get the call in dispatch and they are required to do it within a minute or less, and you can see that they exceeded the standards. In 2018, it has been averaging 45 seconds. In 2017 it was 48 seconds. Turnout times is the time we get notified at the station until we get our turnout gear on, we get on the truck and the truck starts moving. It was 50 seconds in 2017 and 55 seconds in 2018. Travel time was 5 minutes 18 seconds last year and this year is 5 minutes 1 second, so we shaved off 17 seconds District wide. That is 3%, and what it means is the units are staying in their own first due area, and that is what we had hoped to accomplish. This is for January 8 through the end of January. Also what you'll see is that in 2017 we had 803 calls and in 2018 we had 816 calls in the 1<sup>st</sup> month. The other thing that we were measuring is sick time. That went down over 55%. We were at 1296.5 hours in January, 2017 and we went down significantly in January 2018 based on having this extra unit.

If you have a chance to stop by the stations you'll notice that crews are happy. They are not getting beat up at Station 3, they are training more and it has been very encouraging. We will keep you updated every month with the progress of this unit and what that is doing for our overall District response.

### Administrative Services Update

Acting Administrative Director Anna Butel stated that we have implemented Dragon speech recognition software for Human Resources and the Fire Chief. We do plan on expanding that to Transportation Services. They have shown some interest in wanting to give that a test and see how that works out. We authored and submitted an AFP Grant for a 2<sup>nd</sup> set of turnout gear. We are currently working on a Fire Prevention Safety Grant for a community risk reduction specialist. It's the same position that we accepted last year for the \$105,000, so if we can get that again this next year that will be fantastic. And as Chief Farber had mentioned, we rolled out the evaluation process to A and C shifts. We have B shift on Monday and hopefully, in July, will be reporting on how that process went.

### Operations

Acting Assistant Chief Richard Ochs said he will give the Board a quick update before his voice gives out. He wanted to share a few incidents that happened. Looking at the slides, this was a fire that we had on January 19 on S. Ironwood. Unfortunately, that was a total loss of that home but a lot of that can't be controlled just because of how they are designed.

Significant accidents - we've had a few in town in the last month. This one happened to be on February 1 and I highlighted that because it involved one of our own members that was able to walk away without injury. That was a good deal. We had a commercial fire in our local Burger King, and unfortunately, that closed that business for a few days until they could make the necessary repairs. The crews did very, very well in performance.

We had a horse rescue, which is unique. If you remember maybe 2 or 3 years ago now, we had a handful of our Technical Rescue Team members went and attended a special class in large animal rescue. One of the things they learned was the tricks of the trade on how to help an animal get back up on its feet when they are not able to do it on their own. The animal would've died if we didn't have some ability on how to help it. The crew members came in and actually utilized one of our ladder trucks and assisted that animal backup on its feet and now it's happy and healthy again today. The residents and homeowners were very, very happy. Next is a recent motorhome fire on N. Ocotillo that was our own C shift crew. There were just a few other significant events. I want to point out here is there were 2 working fires near station 3's first due area. East Montebello was one of them and one on 501 East Estevan. Both of those

home fires had very minimal damage, minimal loss. I would attribute that to the benefit of that extra Engine at Station 3 and the extra crew that is able to be on the scene in a timely manner.

February 9 there was a gas leak. It turned out to be from a soda fountain machine that had a CO2 leak there at the Circle K at Superstition and Meridian. And again, unfortunately that closed that business for just a short period of time while they were able to make repairs. A few persons had come down ill because of that leak, but all of them were able to refuse treatment and go home on their own.

You are aware of a few EMS stand-bys: Lost Dutchman Marathon last weekend, went very, very well, the Lost Dutchman Days Rodeo is coming up this weekend. That's an annual event that we provide medical support for and then the Renaissance Festival continues all the way through April 1, so that's going to be some busy work for us each weekend coming up.

### Quarterly Training

The quarterly fire training is going to be the Wildland this go around. That's actually a very basic wildland class that is a refresher for our members just to keep them safe. The Technical Rescue Team is training in Tempe and Scottsdale this go around, which is a 9 week cycle. They are actually doing skills training in-house here and that is their 3<sup>rd</sup> training cycle in-house. Quarterly ladder training is at Chandler Regional. They are doing vehicle extrication. They have lots and lots of cars for them to cut up. This is great training for those crews. We have already mentioned that the Quarterly Captains training was our first. That's a big deal for us and there is just a few photos for us to share. That is Chief Farber on the left in front of the classroom. That's our crews on the right assigned to each one of their cubicles going through a simulation at that time. This was great training for everybody.

### Transportation Services

More good news. It continues to be good news for transportation. Call volume has continued to increase. A total of 530 transports for January, and you can see it's a notable rise from the previous year. Very, very positive. We are very proud of that. We will continue to keep our eyes on that and add units and services as necessary. Eventually were going to replace that photo, which is 2 years old now and is the original transport.

### Planning & Logistics Update

Acting Assistant Chief Richard Mooney updated the Board on Tina's recent activities, one being Desert Vistas kindergarten career day with the crew and apparatus, we had a Golden Vista RV Resort block party, and a first-aid demo and sidewalk ministry for children. We have the parade coming up this weekend and will have one of our engines and probably the ladder and an ambulance. Billy has volunteered to drive the ambulance in the parade. He's been doing that for the last couple of years. Now with the extra unit we're not going to have to pull anyone out of service. Station 3 will be covered and so will station 1. That's all good. I went ahead and scheduled some training on sexual harassment and hostile work environment. We haven't had any in-house training in probably over a decade. We went outside and looked at three different law firms. This was actually the best value and the lowest cost (Brodin HR Law Group). This is going to be tailored a little bit differently. Supervisors are going to have their own training session. And then the other employees, civilian and transportation and firefighters will have their own training session. Those sessions will be April 19<sup>th</sup> and 26<sup>th</sup>. That gives employees two different weeks to get it out of the way. That way, if they're off on vacation, they can catch the other day. This training will be mandatory for all employees.

### Accounting Update

Finance Director Roger Wood stated Billy Warren and I resubmitted the general rate increase application to DHS on February 5<sup>th</sup>. If you remember last fall, we applied originally in the August timeframe. In the December time frame we were advised that we should consider withdrawing our initial application because we were just a little too soon in applying for that rate increase. That was the major feedback that we received. But we were also told at that meeting when they advised us to withdraw, to reapply on February 5<sup>th</sup>, and we did. So that is now back into the process. We received their first notification and they needed three additional items from us in the administrative review. Next we will go into the substantive review where they ask very specific questions, if they have any. We will continue to process that with the hopes that they will approve our general rate increase in time for it to go into effect by July 1, which is our next fiscal year.

Also to give you an idea of some of the efforts going on behind the scenes that you don't see, as the Staff prepares for the budget season. On February 6<sup>th</sup>, I facilitated a capital replacement priorities meeting for in this room, the various people that manage and draw on the capital replacement fund for vehicles, apparatus IT equipment, medical equipment, all the things that we use the capital fund to purchase were present and we updated the capital replacement plan which was out of date by about a year. Then we refined it going forward. That will be built into the budget that we present to you for 18/19 and 19/20 as you see the budget in the forecast.

On the 13<sup>th</sup>, we held the budget managers kick off meeting and we talked about process and discussed the revenue that I shared with you earlier today, due to the increase in our NAV. In the background I am updating all the budget managers finances wage and benefit files. I do this based upon information from payroll and HR and that is behind the scenes and is a part of the process.

## Labor

Captain John Walka gave a presentation to the Board regarding streamline and refine the Labor and Management process. We went to our neighbors, Phoenix Fire and Mesa as well, as far as what they do, and what works in the RBO process is one of those. You might ask what is RBO? This process is designed to enhance service delivery and address and mitigate organizational issues through the process of Labor Management. We've been doing Labor Management in this Organization for quite some time, but this provides a lot of structure to that. It varies from organization to organization and we adapt it to ours. It's a process that will identify and prioritize work for the Labor Management team and those committees. That resulting document will outline objectives and goals for the Fiscal Year. So we'll address this and have a meeting every year to identify these types of things.

Last month we were able to get about 30 - 40 people in the same room. This was open to all employees, and the intent was to, basically see what is important to everybody. What would they like Labor Management and these committees to work on for the next year. We started off with just some sticky notes.

We gave everybody about 5 of them and asked them to write on those sticky notes what they would like our organization to work on for the next year. We narrowed those down and prioritized them and those were made into RBO initiatives and quarterly objectives. We assigned committees to each of those and we further developed the committees. We assigned Labor Management co-chair's to each 1 of those committees for oversight.

4 initiatives were: Organizational Development, Capital Improvement, District Growth, and Health and Wellness. The next slide is a picture of all those sticky notes on the board. The next slide is an excerpt from the RBO document. One of the first things under the major objective under Organizational Development is develop and enhance an effective committee structure process. Each one is addressed each quarter and they have connectivity from each other so that all the knowledge and experience and data

collected from the first one will benefit you in the next quarter, and that will be the same committee. The second slide for that is District Growth and Annexation. The first objective there is to identify geographical areas of potential District growth and analyze a potential source for District funding. Initiative for Health and Wellness already has a standing committee for that one so we are just going to pass that initiative on to that group.

Why RBO committees? This whole process is committee driven. A lot of the issues we have, especially in our Organization, is we have a limited Management Staff. They're busy. They've got a lot of things going on. The committees will do all the work. It can be passed down to them and they can bring the things forward and present them. One thing that was really important that we identified, is that these things have to have Labor support and Management support. So you are going to have a co-chair, a member from SLT and a member from E-Board. You can see the structure of this on the next slide. After all the work is done, they will make a recommendation to the Fire Chief, and he approves it or asks for some changes and then he considers it.

Some of the benefits of RBO is, it provides structure and a plan, you got a group of people and more heads are better than one, shared responsibility, equitable distribution of workload, like I said, our Management team is incredibly busy. It allows for the appropriate amount of time, effort and focus on specific goals. It brings all employees into the Labor Management process. There's a lot of people in this organization that would like to be involved, but there's not a way to do it. This allows anybody to join one of these committees. It also develops a little bit of pride and ownership in the product and the Organization and increases organizational pride. That's all I have, thank you.

Interim Fire Chief Mike Farber thanked Captain John Walka and Labor. It was a great collaborative effort and it was nice to see 40 people that were really committed to the Organization. The other thing that I forgot to mention is I want to thank Lauren Daniel and Anna who did the slides for me that made me look good regarding the pilot program. I stole their thunder and I apologize. She has been putting the data together and I just get to talk about it.

### Pension Board

Clerk Gehrt stated nothing to report for the Pension Board.

## **11. Discussion and possible action regarding Governing Boards legal counsel services. (BOD #2018-02-N/A)**

Interim Fire Chief Mike Farber stated that we brought this to the agenda for the Board's discussion regarding legal matters. We had some discussion last month regarding legal services and we wanted to get direction and further discussion.

Director House stated that due to complications with the Chief, the RFP process is not really the best way to go. It doesn't sound like anybody in the Fire Districts do that, only one, and they kind of got forced into doing that. Rather than going down the RFP process, I think that we as the Board, can give direction at any time. Legal counsel is at-will, and so if we choose to, we can at any time, change legal counsel at the District. If there is no other discussion I do have a Motion going forward, Mr. Chairman.

Chairman Cross asked for any other discussion. There was no other discussion.

Director House said before he makes the Motion he would like to thank Donna Aversa for being our legal counsel for over 20 years and also a good friend of mine, but in the event of what's been going on in this

Fire District over the last 6 months or so, a new Fire Chief and Senior Leadership team, it is my position that we take this Fire District in a new direction and I think one of those things would be getting new legal counsel. So, that being said, I would like to make a Motion to direct the Fire Chief to contact Bill Whittington for the Boards legal services going forward starting in March. If he is not available, then I give the Fire Chief discretion to hire whom he sees fit or see who else is available for legal counsel for the District.

**Motion** to direct the Fire Chief to contact Bill Whittington for the Boards legal services going forward starting in March. If he is not available, then I give the Fire Chief discretion to hire whom he sees fit or see who else is available for legal counsel for the District.

**Seconded by** Director Strand.

A roll call vote was taken:

Chairman Cross – NAY

Clerk Gehrt – NAY

Director House – AYE

Director Moeller – AYE

Director Strand - AYE

**Vote** 3 Ayes and 2 Nays. **MOTION PASSED.**

Director House would like to direct the Fire Chief to get a small token of our appreciation for all the 20 plus years of service that Donna Aversa has served for us. I would like to get her something for all her time and effort that she put into this organization.

Legal Counsel Donna Aversa stated to Director House that is not necessary. It has been my privilege to serve this District. Is it my understanding, Mr. Chairman and Board Members that you have just fired me?

Director House said yeah, were going to go through a different legal counsel.

Clerk Gehrt said that we didn't have an opportunity to discuss this.

Director House said I did ask for any other discussion.

Clerk Gehrt said but that was before your Motion and I didn't know what your Motion was going to be. You made the Motion and we voted but why are we doing this? I might vote yes, but right now I don't know why we're doing this.

Director House: as I said in lieu of having a new Fire Chief and in lieu of having an all new Senior leadership team, I think it's good to start with a new house and start with a whole new effective group and I think it's a good time to move on with all new legal services. That was my comments I made for going forward.

Clerk Gehrt said my comments are "why fix it if it isn't broke? If it's broke, let's talk about it "

Director Strand said it's too late to do that, we've already voted.

Clerk Gehrt said we kind of did this half backwards.

Director House said no Sir, she's an at-will employee and she's made that clear many times. I asked the Chairman if there was any more discussion, I made a motion, the motion was seconded and the Chairman passed the vote before discussion.

Legal Counsel Donna Aversa said "in that case, Mr. Chairman, may I be excused?"

Chairman Cross said “Yes”.

Legal Counsel Donna Aversa said Thank-you. It has been my privilege to serve this District. The District already has copies of everything that I have been working on, so, there are essentially no files to turn over. I will be happy to assist the Staff in any transition. Thank you for the opportunity for 20 years of service. It is much appreciated. Ms. Aversa exited the Boardroom.

**12. Executive Session for discussing the Interim Fire Chief’s evaluation. The Board may vote to go into executive session pursuant to ARS 38-431.03(A)(3) for discussion or consultation for legal advice with an attorney for the District (BOD #2018-02-11)**

Director House stated we can go into executive session without legal counsel.

Chairman Cross stated no, we can’t, only for legal advice.

Director House asked if handling employee information would be allowed? It’s for legal advice AND personnel issues.

Chairman Cross said no. We will move on to agenda item 13.

The executive session was removed from the Agenda.

**13. New Business / Future Agenda Items (BOD #2018-02-12)**

Chairman Cross added a future agenda item. If Bill Whittington says no, I believe we should have on the next Board agenda, of what we want to do moving forward. Since this lawyer works for the Board, I think the Board should have input in that as well.

Interim Fire Chief Farber said depending on Mr. Whittington’s ability or desire, do you want me to establish a list of other possibilities to bring to the Board?

The Board agreed that would be good.

Director Moeller wanted to go back to Agenda item number 9 and asked Finance Director Roger Wood if he could plug into his comparison, what it would cost, if we didn’t hire a new Chief, and with the savings of \$230,000, how many other people could be hired with that savings?

Finance Director Roger Wood said that yes, he could do that.

**14. Announcements (BOD #2018-02-N/A)**

Director Strand wanted to take a moment to publicly thank Chief Mooney for saving his life about 2 weeks ago when he was feeling very poorly. He sent a message to me to please call 9-1-1 right now, which I did. These guys were nice enough to give me a free ride in their nice Ambulance and took me to the hospital. They told me your blood sugar is supposed to read about 100, and mine read 500. The A/C1 is

supposed to be about 5 or a 4, and mine was 14. If I would've sat there another day, I'd be a dead man, and I knew it.. So, thank you for that. It's been a learning process doing all that. It was much appreciated and thank you especially to Billy for giving me a free ride.

**15. Adjourn (BOD #2018-02-13)**

**Motion** by Director House at 6:22 PM to adjourn the meeting. **Seconded** Director Moeller.

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

**Governing Board Approval:**

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Gene Gehrt, Board Clerk

*Sherry Mueller*

## Appendix B

### b) ProShred Security Document Destruction Agreement

#### Agenda Item Title

ProShred Security Document Destruction

#### Submitted By

Anna Butel, Acting Administrative Director

#### Background/Discussion

Currently the District utilizes Shred-it for document destruction. As part of being fiscally responsible the district audited this service and found ProShred at a lower bi-monthly cost as well as a lower annual purge fee.

***ProShred: \$55.00 bi-monthly – Annual Purge: \$447.00***

Shred-it: \$90.00 bi-monthly – Annual Purge: \$505.88

Upon approval SFMD will discontinue services with Shred-it, and begin with ProShred in May 2018.

#### Financial Impact(s)/Budget Line Item

Reduction of spending in account 100-10-50230-12

#### Enclosure(s)

Agreement



# SERVICE AGREEMENT



Superstition Fire & Medical District (the "Client") contracts with PROSHRED® to destroy all of the Client's confidential documents and other sensitive and proprietary materials with service to commence on or about 05/01/2018 and run for a period of twelve consecutive months. The contract will renew automatically unless otherwise directed.

## SERVICE

PROSHRED® warrants that the destruction service will be completed exclusively on-site on a predetermined schedule by trained, insured, bonded and certified Customer Service Professionals in compliance with PROSHRED® ISO 9001-2008 policies and procedures.

The Client hereby authorizes and directs PROSHRED® to destroy all documents furnished to PROSHRED® pursuant to this agreement. The Client hereby agrees to indemnify and save harmless PROSHRED® from and against all claims, losses, expenses, demands and actions whatsoever and howsoever arising as a result of PROSHRED® destroying documents and other materials. The Client hereby informs PROSHRED® pursuant to the Fair and Accurate Credit Transaction Act ("FACTA"), that from time to time the documents and materials furnished to PROSHRED® may contain consumer information controlled by the FACTA disposal rule. Excluded materials are X-rays of miscellaneous media will not be accepted/included in the equipment.

PROSHRED® agrees to service the Client based on the following schedule:

Service schedule 8 week(s) \*\*Subject to change based on activity, with Clients' approval

## SECURITY CONTAINERS

PROSHRED® will furnish, at no cost to the Client, consoles, bins, personal desk-side containers, etc., in sufficient numbers to allow the Client to effectively collect documents and other materials for destruction on the agreed upon schedule without impeding the workflow of the Client's operation. These security containers shall remain the sole property of PROSHRED® and shall be returned in the same condition, or billable for full replacement cost, to PROSHRED® upon termination of this agreement. The client will be responsible for fees incurred should excluded materials be deposited into equipment, thus causing recycling contamination. Termination must be in writing with 30 days' notice. A removal fee will be billed to the client in addition to service charges (if applicable). A rental fee of \$30 will be charged for months where service is not achieved. PROSHRED® shall have exclusive rights to destroy the documents and other material collected in these security containers, in addition to servicing all of the Client's bulk shredding requirements at the rate of a regular service. The number of security containers may be altered at any time. PROSHRED® will initially provide the following security consoles:

Executive Consoles: 4 Mini Executive Consoles: \_\_\_\_\_ P.D.C.'s: \_\_\_\_\_  
65-Gallon Bins: \_\_\_\_\_ 95-Gallon Bins: \_\_\_\_\_

## PRICING AND PAYMENT

Upon renewal or extension of this agreement, pricing may increase. All prices for regularly scheduled service are based on the number of security containers. Additional security containers and/or services may be added upon request of the Client. Pricing for the additional containers and/or services will be based on the existing service agreement pricing structure. Payment is due upon receipt of invoice.

Pricing for purge or bulk will be based on the number of times the service bin is tipped into the shredding machine. The average weight of a full service 65G/95G bin is 250-350 pounds. Quoted pricing may increase or decrease based on actual volume. Payment is due at time of service for purge service.

Regularly scheduled service \$55.00 (per service) Purge or bulk service: \$4.00-bx in addition to the scheduled service  
Hard Drive: \$10.00/drive ADD'L EQUIPMENT = \$10.00 One-time Purge = \$125 first 14 boxes / \$3.75-bx

## LIMITATION OF LIABILITY

IN NO EVENT WILL PROSHRED® OR THE CLIENT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH THE OTHER PARTY MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR PERFORMANCE OF THIS AGREEMENT.

The Client assumes exclusive and full responsibility for the security of its documents and sensitive and proprietary materials deposited in the security containers up until such documents and materials are furnished to PROSHRED® for destruction. PROSHRED®'s sole liability under this agreement for damages (monetary or otherwise) resulting from claims made by the Client or any third party arising from or related to any and all causes should be limited to the lesser of (i) the amount of actual damages incurred by the Client or such third party; or (ii) an amount equal to one month's average total charges paid by the Client to PROSHRED® for the specific services on which the Client's or third party's claim is based.

## CUSTOMER BILLING INFORMATION

CUSTOMER ADDRESS 565 N Idaho Rd CONTACT: \_\_\_\_\_ PHONE: (480) 982-4440  
CITY: Apache Junction STATE: AZ ZIP: \_\_\_\_\_ EMAIL ADDRESS: Jane.Gehrt@sfmt.az.gov

## ACCEPTANCE

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Client Name: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Agreed to and accepted this 1st day of May, 2018.  
PROSHRED®  
Signed: Joseph Caradonna  
Printed Name: JOSEPH CARADONNA, Sr

## Appendix C

### c) Intergovernmental Agreement for provisions of Services by Pinal County Recorder and Elections Department

#### **Submitted By**

Interim Fire Chief Mike Farber  
Human Resources Generalist / Board Secretary Sherry Mueller

#### **Background/Discussion**

In order to supply our District with Election and Voter Registration services, this Intergovernmental Agreement (IGA) must be completed.

Upon approval, the IGA will be returned to ensure that all statutory and legal requirements are met (by all parties), the signed IGA must arrive at the Pinal County Recorder's Office / Election's Office at least one hundred and twenty days prior to the Election Date.

#### **Financial Impact(s)/Budget Line Item**

N/A

#### **Staff Recommendation:**

Approval of the IGA

#### **Enclosure(s)**

Pinal County / Elections IGA



# PINAL COUNTY ELECTIONS

## MICHELE FORNEY

*Subject: Intergovernmental Agreements*

In order to supply your Special District with Election and Voter Registration services, please complete the attached Intergovernmental Agreement (IGA).

Fill-in all applicable areas and obtain signatures from the appropriate parties (including your legal counsel).

Upon completion, please return the IGA to the address listed on the upper right hand corner of the agreement. To ensure that all statutory and legal requirements are met (by all parties), the signed IGA must be in our office at least one hundred twenty days prior to the Election Date.

After all signatures have been obtained and the IGA is approved by the Pinal County Board of Supervisors, you will receive an approved copy. If you have any questions, please contact our Elections Department at (520) 866-7557.

188 S. MAIN STREET \* COOLIDGE, AZ 85128  
P. O. BOX 1592 \* FLORENCE, AZ 85132  
PH (520) 866-7557 \* FAX (520) 866-7551 \* TDD (520) 866-6851  
[pinalcountyaz.gov/Departments/Elections](http://pinalcountyaz.gov/Departments/Elections)

To be completed by Special District:

Contact name Sherry Mueller

Title Human Resources Generalist

Address 565 N. Idaho Road

Apache Junction, AZ 85119

Phone Number (480) 982-4440 x-131

Completed Agreement filed and returned to:  
Pinal County Elections Dept.

P. O. Box 1592  
Florence, AZ 85132

**INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF SERVICES  
BY THE PINAL COUNTY ELECTIONS  
AND RECORDER DEPARTMENT**

**THIS AGREEMENT** is entered into this 21st day of March, 2018,

between Pinal County, a political subdivision of the State of Arizona, hereinafter referred to as "County", and Superstition Fire & Medical District, hereinafter referred to as "District".

**WHEREAS**, A.R.S. Section 11-952 allows public agencies to contract for services and enter into agreements; and,

**WHEREAS**, District may hold Special/Regular elections for bond issues, recalls, overrides, etc pursuant to A.R.S. Sections 48-802, 48-2019, 48-2681, 48-3011, 48-3444, 19-201 et seq., and,

**WHEREAS**, County is authorized, pursuant to A.R.S. Sections 11-251(3), 16-172, and 16-511, et seq., to perform services concerning elections, and,

**WHEREAS**, County and District have determined that the use of certain services of the Pinal County Elections Department and the Pinal County Recorder's Office is in the public interest, and the County agrees to provide such services.

**NOW, THEREFORE**, in consideration of the mutual covenants of and stipulations set forth herein, the parties agree as follows:

1. The purpose of this Agreement is to secure the services of the County for the preparation and conduct of Board of Directors election (s) to be held on November 6, 2018.

Name of election

Date of election

**2. The Services provided by the County Election Department are:**

- a. Prepare ballot formats for the District to be approved by the Jurisdiction.
- b. Provide the sample ballots with the District measures' positions according to precincts within the boundaries of the District.
- c. Provide sample ballots, if required, for public distribution and issue them through the District.
- d. Provide ballots to be used in each precinct, which will allow qualified electors to vote for the District Candidates and/or Measures.
- e. Conduct logic and accuracy tests as required by law and publishing all legal notices in connection therewith.
- f. Provide nominating petitions and other necessary information to prospective candidates for board positions.
- g. Accept candidates' nomination documents for filing.
- h. Accept candidates' financial disclosure statements.
- i. Accept all campaign statements and expenditure reports from candidates and/or candidates' campaign committees.
- j. Prepare and issue certificates of election to candidates declared to be elected.
- k. Tally official results of the election(s), utilizing paper ballots or electronic ballot counting equipment as mutually agreed upon between District and County.
- l. Cause the precinct election boards to utilize the copies of precinct registers, prepared from the records of the County Recorder, for the purpose of identifying the electors qualified to vote in the above-mentioned election(s).

**3. The Services provided by the County Recorder are:**

- a. Provide copies of precinct registers of qualified electors for precincts contained partially or wholly within the District limits. Said registers shall be prepared from the voter registration records of the County Recorder

**b. Early Voting – Indicate only one below:**

**District authorizes County Recorder to handle all Early Voting Functions.**

**District will be handling Early Voting functions. The County Recorder will provide the following:**

- ◆ A list of qualified electors who are eligible to vote early: such lists are to be used solely by the District for Early Voting, or such other election related purposes as may be specifically authorized by law.
- ◆ A list of permanent early voters within the District that are to automatically be mailed an early ballot. Said lists shall be generated from the voter registration records of the County Recorder.

**4. Obligation of District. The District or designate thereof agrees to:**

- a. Provide the Elections Department with a certification of the measures to appear on the official ballot for the Special/Regular election.
- b. Publish all legal notices in connection with district election with the exception of the logic and accuracy test notification as described in Section 2(e) of this agreement
- c. If the District chooses to conduct their own early voting, provide the County Recorder, upon receipt and prior to processing early ballots, copies of the complete Applications of Early Ballots for signature comparison by the County Recorder or other officer in charge of elections as required by A.R.S. Section 16-550(A). These copies can be provided by mail, hand delivery, or fax as time constraints dictate.
- d. Pay to County, on a reimbursable basis, all costs of personnel, election materials, and supplies expended by County pursuant to this Agreement. District will make said payment to County within fourteen (14) days after presentation by County of demand for said payment.
- e. If the District chooses to conduct their own early voting, a list of all “Inactive Status” electors who voted in the election pursuant to A.R.S. Section 16-583 shall be provided to the County Recorder.
- f. Agree to be a point of contact regarding conditional provisional ballots – in that a voter of a conditional provisional ballot can take an acceptable type of personal identification to qualify the subject conditional provisional ballot; document what type of identification is provided indicating any identification numbers and issue dates; provide a daily receipt of identification forms from conditional provisional ballot holders by District clerk office that will be forwarded to the Voter Registration Department of the Pinal County Recorder. This can be done by fax or hand-carried.

5. **Manner of Financing and Budgeting.** Each party represents that it has sufficient funds available in its current fiscal year budget to discharge the funding obligation imposed by this Agreement, and agrees that such funds shall be solely available therefore.
6. **Termination.** This Agreement shall terminate upon all matters connected with the election being resolved, legal challenges excepted or upon written notice by either party to the other within thirty (30) days of the effective date of this Agreement. Should the election herein be challenged or questioned for any reason whatsoever, then, in such event, District shall be solely responsible for defending, legally or otherwise, said election.
7. **Indemnification of County.** To the extent allowed by law, the County agrees to indemnify and hold harmless the District from all injuries to persons or property caused by the acts or omissions of the County arising out of the County's activities under this Agreement. To the extent allowed by law, the District agrees to indemnify and hold harmless the County from all injuries to persons or property caused by the acts or omissions of the District arising out of the District's activities under this Agreement.
8. **Conflict of Interest.** The parties have been advised of and are aware that the Pinal County Attorney's Office represents both Pinal County and also the District and have been informed to seek the advice of outside counsel. The parties expressly and mutually waive any adverse interest that may exist and also waive any allegations of conflict of interest by the Pinal County Attorney's Office and expressly approve of the Pinal County Attorney's Office dual representation.
9. **Effective Date and Term of Agreement.** This Agreement shall be effective upon approval by the Pinal County Board of Supervisors, and shall terminate as provided in 6 above.

- 10. Nondiscrimination.** The parties shall comply with Executive Order 99-4 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.
- 11. Severability.** If any provisions of this Agreement or application thereof to the County, District, person or circumstances is held invalid; such invalidity shall not affect other provisions or applications of this Agreement, which can be given effect, without the invalid provision or application and to the end the provisions of the Agreement are declared to be severable.
- 12. E-Verify/Immigration.** The parties warrant and represent to each other that they are in compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. Sections 41-4401 and 23-214, and all other federal and state immigration laws and regulations.
- 13. Cancellation.** This Agreement may be canceled by either party for conflict of interest pursuant to A.R.S. Section 38-511.
- 14. Governing Law.** This Agreement shall be construed under the laws of the State of Arizona and by applicable federal law.
- 15. Entire Agreement.** This Agreement contains the entire agreement between parties concerning its subject matter and any amendment to this Agreement shall not be made except by mutual written agreement of the parties.
- 16. Notices.** All notice *required* by this Agreement, such as notice of termination, shall be sent by U.S certified mail, return receipt requested, or delivered by hand to the party at the address indicated or such other address requested by notice to the other party. A notice shall be considered given when received.

County: Pinal

Name, Title: Pinal County Elections Dept.

Address: P. O. Box 1592, Florence, AZ 85131

District: Superstition Fire & Medical

Name, Title: Sherry Mueller HR Generali

Address: 565 N. Idaho Road, Apache

Notwithstanding the above, any routine communications between the parties that do not affect the rights or obligation of the parties, such as communications regarding the election(s), results, canvass, or otherwise may be sent and received via email.

**17. Waiver.** A waiver by either party of any of the terms, conditions and covenants to be performed by the other shall not be construed to be a waiver of any succeeding breach, nor of any other term, condition, or covenant contained in this Agreement.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement the day and year first above written.

**DISTRICT**

Superstition Fire & Medical District

Printed Special Taxing District Name

BY: \_\_\_\_\_ / Board Chairman

Name/Title

**ATTEST:**

BY: \_\_\_\_\_

District Clerk

**Approved as to form:**

And within the powers and authority granted under the laws of this State to the District

BY: \_\_\_\_\_

District Attorney

**PINAL COUNTY**

BY:

\_\_\_\_\_  
Michele Forney  
Pinal County Elections Director

**PINAL COUNTY BOARD OF SUPERVISORS**

BY:

\_\_\_\_\_  
Chairman

**ATTEST:**

BY:

\_\_\_\_\_  
Clerk, Board of Supervisors

**Approved as to form:**

BY:

\_\_\_\_\_  
Deputy County Attorney

## **Appendix D**

### **d) Emergency Purchase – Mobile Radios**

#### **Agenda Item Title**

Emergency Purchase

#### **Submitted By**

Chief Farber

#### **Background/Discussion**

The intent of this Board agenda item is to follow up on my phone call to each of you on Thursday, March 1, 2018 and email March 3, 2018 regarding the emergency purchase of seven Motorola 8500 triple band mobile radios. With the new VHF fire ground communication system tentatively going into effect April 1, 2018 the District was forced to make an emergency purchase for the safety of our firefighters. With the three to four week delivery time frame, the District did not have time to wait until the March 21, 2018 board meeting. As a result, I signed a purchase order on Thursday to ensure we receive the radios as soon as possible. Any delay compromises the safety of our firefighters and effects the East Valley Auto Aid Partners. For transparency purposes this agenda item will be placed on the March Board Agenda.

The organization has been aware for the past two fiscal years of the need for these radios. As a result, Vaughn proactively has purchased the new radios for the ambulances, BC Truck, and the new Engine 263 more than a year ago. The purchase of these Motorola radios is for the remaining five frontline engines and the two backup units that we utilize. These funds will come from the Capital account in which we have the funds available for this purchase. Roger and I have reviewed the budget and are both comfortable with this decision.

The purchase of the radios for the remaining units was inadvertently not included into this fiscal year's budget. As you recall, last spring was chaotic. I will ensure that this does not occur in the future.

#### **Financial Impact(s)/Budget Line Item**

\$52, 226.58

#### **Enclosure(s)**

N/A

## Appendix E

- e) **Retention Letter from William R. Whittington**  
**William R. Whittington Resolution**  
**Engagement letter and fee structure from Rader Mayrose, LLP law firm**  
**Deanna Rader Bio**  
**Jamie Mayrose Bio**  
**Rader Mayrose Resolution**

### **Agenda Title**

Legal Services

### **Submitted By**

Interim Fire Chief Mike Farber

### **Background/Discussion**

The Board of Directors at the February 21, 2018 Board meeting directed Chief Farber to ascertain if Bill Whittington was available to represent the Superstition Fire & Medical District's Governing Board. In the Appendix (E) you will find the Resolution Letters and fee structures for William Whittington and Radar Mayrose LLP.

### **Financial Impact(s)/Budget Line Item**

See attached



LAW OFFICES

**BOYLE, PECHARICH, CLINE, WHITTINGTON & STALLINGS, P.L.L.C.**

Robert S. Pecharich	125 North Granite Street	G. Eugene Neil
William R. Whittington	Prescott, Arizona 86301	Bryon M. Ackerman
John C. Stallings	Telephone: (928) 445-0122	Nancy Hargiss-Tatlock
Donald C. Zavala, Jr.	Facsimile: (928) 445-8021	Stephen W. Polk
Jonathan A. Millet	www.prescottlawoffices.com	Hans N. Clugston, Of Counsel
		James P. Boyle, Jr. (1913-2003)
		Barry B. Cline (1938-2016)
		<i>Serving Arizona since 1950</i>

March 8, 2018

***Via Email***

Mike Farber, Interim Fire Chief  
Superstition Fire & Medical District  
565 N. Idaho Road  
Apache Junction, AZ 85119  
[mike.farber@smfd.az.gov](mailto:mike.farber@smfd.az.gov)

**Re: District Representation**

Dear Chief:

Thank you for contacting our office in regard to representing the Superstition Fire & Medical District. We are happy to provide the District legal advice, on an as needed basis. In order to do so, we will need a Board Resolution for our file. Enclosed please find a form of Resolution which needs to be placed on the upcoming agenda for approval. Once signed, please return a copy for our file. The enclosed resolution permits the District to use our services, but does not require it.

Our rates for the District are \$200 an hour for my services (as opposed to our regular commercial rate of \$300 an hour), \$145 to \$200 an hour for other attorneys in the office (depending on experience) and \$125 an hour for my paralegal, plus costs (i.e. faxing (.20 per page local outgoing, .20 per page all incoming, 1.00 per page outgoing long distance); copying (.10); mobile phone calls (.20 per min.); mileage (government rate); etc. If a specialist or consultant is used on a District project, those costs are passed on as well. On occasion we do increase our rates but will let you know before we do so.

We may correspond or send files or documents over the internet, even though there is a risk that the information may, on occasion, be susceptible to hackers. You are cautioned to exercise security measures commensurate with the sensitivity of the documents or files relating to the District's legal and business matters.

Any documents, materials, or other items provided to the firm in original form are the District's property and will be returned to you after the firm makes copies, unless you notify us in writing to the contrary. The copies shall become the property of the firm,

Mike Farber, Interim Fire Chief  
Superstition Fire & Medical District  
Re: Representation

March 8, 2018  
Page 2 of 2

unless we receive written notice to the contrary. The firm shall use reasonable efforts to preserve such documents, materials, and other items. It is our general policy to keep the District's files for three (3) years. However, there are occasions when the lawyer working on that file is either retired or it is determined that that file needs to be returned to the client or destroyed. In this event, we will attempt to contact the District to make arrangements to return the file. The firm may also convert any files for electronic storage, and thereafter destroy paper copies. The Firm shall have no obligation to retain any documents, materials, or other items or files pertaining to the District's affairs for more than three (3) years following the completion of the work on that matter. The firm shall have no obligation to turn over any of the firm's files, except for copies made at the District's request and expense. If you want the District's file returned at the conclusion of our representation, please advise us in writing.

The District has the right to terminate the firm's representation at any time. The firm has the same right, subject to an obligation to give reasonable notice, so that the District may arrange for alternate representation. In addition, if the District's account is not paid in full with-in thirty-five (35) days of receipt of our statement, the firm reserves the right to immediately discontinue legal services until the firm is paid in full or until satisfactory payment arrangements are made.

In our capacity as legal counsel for the District, we represent the District Board as a whole, not the individual Board members. While we do not represent the individual members of management, we frequently receive instructions from management on behalf of the Governing Board.

Should you have any questions, please feel free to contact me directly. We look forward to working with you and the District.

Sincerely,

BOYLE, PECHARICH, CLINE,  
WHITTINGTON & STALLINGS, P.L.L.C.



William R. Whittington, Esq.

WRW/aro  
Enclosure

**SUPERSTITION FIRE & MEDICAL DISTRICT**

*565 N. IDAHO RD., APACHE JUNCTION, AZ 85119*

*(480) 982-4440*

---

Resolution No. \_\_\_\_\_

**A FORMAL RESOLUTION OF THE GOVERNING BODY OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AUTHORIZING THE USE OF WILLIAM R. WHITTINGTON OF THE LAW FIRM OF BOYLE, PECHARICH, CLINE, WHITTINGTON & STALLINGS, P.L.L.C., AS LEGAL COUNSEL ON AN AS NEEDED BASIS REGARDING GENERAL MATTERS, AND AUTHORIZING THE FIRE CHIEF, STAFF AND THE GOVERNING BOARD TO CONTACT SAID COUNSEL.**

WHEREAS, the Superstition Fire & Medical District has a need for legal counsel in regard to various issues that may arise from time to time in regard to the District; and

WHEREAS, in order to maintain efficient operations of the District, it may be necessary for the Fire Chief, staff or the Governing Board to contact counsel in regard to various matters arising from time to time and that any said contact shall be reported to the Board; and

WHEREAS, it is in the best interest of the Superstition Fire & Medical District to have access to William R. Whittington as counsel for the District;

NOW THEREFORE, BE IT RESOLVED, by the governing body of the Superstition Fire & Medical District, that the District may use William R. Whittington of the law firm of Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C. for various matters on an ongoing basis, as needed.

FURTHER RESOLVED, that the Fire Chief, staff and Board Members are hereby authorized to contact said legal counsel on behalf of the Governing Board, regarding matters that may arise requiring counsel; provided, however, that any contact or discussion with said legal counsel shall be reported to the Board by the Board Member or by administration, as the case may be, from time to time.

RESOLVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Board Chairman

ATTEST:

\_\_\_\_\_  
Board Clerk

March 13, 2018

The Superstition Fire and Medical District  
565 N. Idaho Road  
Apache Junction, AZ 85119

***Re: Engagement***

Dear Board of The Superstition Fire and Medical District:

Thank you for your interest in retaining Rader Mayrose LLP to provide legal services to The Superstition Fire and Medical District (“District”). With more than 25 years’ combined legal experience, we have created a law firm that is specifically designed to meet the needs of our clients. Rader Mayrose provides sound, common-sense advice and practical solutions. We strive to understand our clients’ operations and needs in order to find creative, smart solutions for their challenges. We work with our clients to establish sound practices that minimize risk. When disputes arise, we utilize our years of experience to bring a full range of dispute resolution techniques to efficiently achieve a favorable settlement. And, if litigation becomes necessary, we aggressively and efficiently advocate for our clients.

We have extensive experience working with public bodies and political divisions, and providing advice on issues specific to such entities, including advice and representation related to Arizona’s Open Meeting Law, Public Records Law, contracts, leases, procurement, intergovernmental agreements, and government funding and grants. We are experienced litigators and have represented public bodies and political subdivisions in various forums, including administrative hearings, state and federal court, and private mediations and arbitrations. We feel confident that we can provide efficient, quality legal services specifically designed to meet the District’s needs.

The following are our terms of engagement for your review and consideration.

Scope of Representation. You have asked to retain our services to provide general advice, contract review, and representation in potential litigation. You may limit or expand the scope of our representation from time-to-time, provided that we agree to any substantial expansion. We anticipate meeting all areas of need for the District except for specialized matters involving tax issues. Anticipated areas of need include, but are not limited to: contracts, leases, labor and employment matters, policy and by-law review, corporate form issues, government contracts, responses to subpoenas or other requests for information, administrative claims, and all aspects of litigation. We intend to provide these services through our founding partners, Deanna Rader and Jamie Mayrose, who are able to handle the District’s anticipated legal needs. Nonetheless, should the District require legal expertise we do not possess, we have several excellent attorneys with whom we can contract. We would confer with the District for approval prior to engaging any contract attorney to provide such services. Any services provided by contract attorneys would be

billed through our office at the contracted attorney's agreed upon rate.

Fees. Unless a different arrangement is made for a specific service or transaction, we will bill on an hourly basis at our current hourly rates. Please see attached Exhibit A for hourly rates. Hourly rates are subject to adjustment at the end of each contract year. We bill in 1/10 of an hour segments. This includes telephone calls.

Expenses. Additional expenses may include, for example, postage, delivery services, filing fees, publication fees, photocopies (\$.20 per page) and on-line research (although we use free services whenever possible).

Travel Time. Please be aware that we bill for travel time. We are tech savvy and can use conference calling, Skype, and other technological resources to reduce travel whenever possible. We will not bill travel time to attend regularly scheduled board meetings. You further agree to reimburse Rader Mayrose LLP for all costs and expenses incurred due to requested travel including, but not limited to, airfare, lodging, meals, wireless fees and local transportation. Any transportation requiring airfare will be specifically discussed and subject to approval prior to booking.

Invoices. Statements for services rendered and costs incurred will be e-mailed to the address providing during the month following the month in which services are rendered and costs advanced or charged. We invoice on a monthly basis, which helps to keep you informed of the time devoted to and progress of your matter. Payment is due within 30 days from the date of the invoice. You agree to bear the costs we incur in collecting overdue accounts, including reasonable attorneys' fees and all other costs. If any statement remains unpaid for more than 90 days, we may cease performing services for you until we make arrangements with you for payment of outstanding invoices and future invoices. We may withdraw from representing you if you do not pay us.

Advance Deposit. It is typically our policy to ask clients to provide an advance deposit before commencing work; however, given the time-sensitive nature of this request, we will not request an advance deposit unless the scope of the engagement changes in such a way that such deposit becomes necessary. Except as provided herein, any advance deposit amount will be held in our trust account until our bills become due, at which time we will apply funds in the trust account to the District's current bill. Once the advance deposit is exhausted, the District will replenish it. If it is not replenished within 30 days, we reserve the right to terminate our representation.

Termination of Representation and Post-Representation Matters. Either party may terminate the representation at any time, subject to our obligations under the Rules of Professional Conduct. Unless previously terminated, our representation will terminate upon completion of the legal services described in this agreement. You understand we have no continuing obligation to represent you unless you retain us to provide additional advice or services.

Client's Responsibilities. We cannot effectively represent you without your cooperation and assistance. You agree to cooperate fully with us and to promptly provide all information known

or available to you that is relevant to Rader Mayrose's representation. Your obligations include timely providing requested information and documents, cooperating in scheduling and related matters, responding timely to telephone calls and correspondence, and informing us of changes in your address and telephone numbers.

The Arizona Rules of Civil Procedure control the litigation process and encourage early Court involvement in case management, require disclosures by the parties and contain presumptive discovery limits. There are also several rules that give the Court the power to impose sanctions on a party or an attorney for failure to comply with these rules. There are several aspects of the rules that have a direct impact on how we will proceed with your case. The rules require us to conduct a reasonable inquiry and investigation about all matters to be revealed in the disclosure statement described in Ariz. R. Civ. P. 26.1. We also have the duty to investigate facts that are both good and bad for you and your defense. Any failure to conduct a reasonable inquiry and investigation into these topics, and to disclose all relevant information may subject you and/or Rader Mayrose LLP to sanctions. Additionally, any evidence favorable to you that is not timely disclosed in accordance with Rule 26.1 cannot be used at trial. Accordingly, we will need to work closely with you to gather facts and information relevant to the case and to identify and review all documents that may be relevant to your defenses or to plaintiff's claims. Your cooperation is essential to our representation.

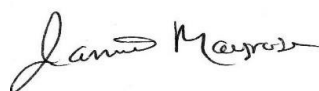
Disputes. If you have any questions regarding a bill, please call me to discuss the matter. If we cannot resolve the matter informally, you agree to resolve that dispute through the State Bar of Arizona Fee Arbitration Program in Phoenix, Arizona, as explained in Ariz. Op. 94-05.

Document Retention. During the course of the representation and if requested, we will provide to you copies of all correspondence and documents that we receive or generate on your behalf, other than our handwritten notes and documents that you send to us. Please keep copies of all e-mails sent to or received from us. Should you ever wish to receive a hard copy of your file, you agree that we may charge you for the copying costs. At the conclusion of the representation, we will retain one copy of your file for three years, after which time it may be destroyed. By signing this engagement letter, you agree that we may destroy our copy of your file three years after completion of this representation.

If you accept the terms stated in this letter, please sign a copy of the letter and return it to me. If you have questions or concerns, please do not hesitate to contact me. We look forward to working with you.

Sincerely,

RADER MAYROSE LLP



Jamie L. Mayrose

Attachments

March 13, 2018

Page 4

**ACCEPTED AND AGREED**

In my capacity as an authorized incorporator, officer, or director of the Superstition Fire and Medical District, I have reviewed this letter outlining the terms of engagement and I agree to the terms and conditions as set forth above.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_.

\_\_\_\_\_  
By:

Its:

**Exhibit A – Hourly Rates**

General Advice

General advice would be considered regular phone consultations, contract review and negotiation, investigation of an agency complaints and drafting a response to same, or anything that is not in preparation for and/or for the purposes of either bringing or defending a suit.

Deanna Rader	\$275
Jamie Mayrose	\$250
Associate	\$220
Paralegal or Assistant	\$125

Litigation

All work that is performed either in preparation for and/or for the purposes of bringing or defending suit. Litigation rates would also apply to any evidentiary or administrative hearings.

Deanna Rader	\$225
Jamie Mayrose	\$225
Associate	\$200
Paralegal or Assistant	\$125

Travel

There will be no charge for travel to regularly scheduled Board meetings or the free Annual Seminars discussed below. All other travel will be charged at a rate of \$100 per hour.

Free Annual Seminars

Annually, Rader Mayrose agrees to provide two free one-hour seminars to the Board and/or employees of the Superstition Fire and Medical District on any of the following subjects: open meetings law; public records law; board governance; contract law; civil rights claims; sexual harassment claims; or a subject matter discussed and agreed upon between the District and Rader Mayrose.



# Deanna R. Rader

Partner

## Practices

- Employment Law
- Education Law
- Commercial Litigation
- Directors and Officers Litigation

## Attorney Biography

Deanna Rader is a founding partner of Rader Mayrose, LLP. Her practice emphasizes advising clients in a wide variety of matters, including risk assessment, company investigations, discrimination, employment contracts, sexual harassment, disability, retaliation, misappropriation of trade secrets, enforcement and defense of post-employment restrictive covenants, policy development, employee training, reductions in force, wage-and-hour disputes, and compliance issues, including FMLA, FLSA, ADA, ADEA, and Title VII. Ms. Rader is an experienced litigator, representing and defending employers in state and federal court.

Ms. Rader has unique and extensive experience advising public employers on constitutional matters, personnel issues, student rights, conflicts of interest, open meeting law, due process under the Individuals with Disabilities Education Act, and public records issues.

She has a recognized expertise representing school districts, charter schools, and private schools on a comprehensive range of issues including compliance with federal and state statutes applicable to public schools, such as IDEA, FERPA, Title IX, Arizona's Open Meeting Law, and Public Records Law. Her experience also includes investigations related to allegations of child abuse and unprofessional conduct, negotiating with the Arizona Attorney General's Office, Arizona Department of Education, and Arizona State Board for Charter Schools to resolve notices of intent to revoke charters and alleged violations of the Open Meeting Law, statutes pertaining to special education, and other laws applicable to public schools. She has assisted in resolving disputes during the IEP process and has defended schools in special education due process hearing. She also provides training to employers and school administrators regarding personnel policies and handbooks, employee discipline and termination, and student and employee harassment and discrimination.

Ms. Rader has represented public bodies and political subdivisions throughout Arizona on a variety of matters, including employment litigation, procurement disputes, intergovernmental agreements, leases, contracts, and grants.

Ms. Rader also has significant experience working with nonprofit organizations, including resolving disputes between officers and directors, and advising officers and directors regarding their fiduciary duties. She has experience litigating matters between current and former

## Contact

602.384.2292

drader@radermayrose.com

## Education

- J.D., *cum laude*, Sandra Day O'Connor College of Law, Arizona State University, 2000
  - William Pedrick Scholar
  - Member, Federal Moot Court Team and National Moot Court Team
  - Associate Note and Comment Editor, *Arizona State University Journal of Law*
  - Writing Instructor for First Year Legal Writing Course
- B.S.W., Arizona State University, 1987

## Honors

Selected by her peers for inclusion in the 24<sup>th</sup> edition of *The Best Lawyers in America*® in the field of Litigation – Labor and Employment

*Arizona's Finest Lawyers* (2012)  
"demonstrated record of high achievement, excellent legal skills, and a well-earned reputation for integrity."

Distinguished Faculty - Lorman Education Services

directors involving breach of fiduciary duties, breach of contract, conversion, and misappropriation of trade secrets. She also has experience obtaining release of restrictions on gifts when the restriction is impracticable.

Ms. Rader has previously served as Adjunct Professor at Arizona State University where she co-taught a graduate-level course on school law for administrators, focusing on special education, student rights, and child abuse reporting and investigation.

## Representative Experience

- Obtained summary judgment in favor of a multi-national package delivery company in federal court proceedings involving claims of disability discrimination and various state law violations.
- Negotiated a successful resolution of a sex discrimination pattern and practice suit brought the Equal Employment Opportunity Commission against credit union.
- Represented a national hotel chain in connection with an unfair employment practices investigation by the Department of Justice.
- Represented a national financial information company in litigation against former employees for unfair competition and violation of restrictive covenants.
- Successfully obtained and defended ex parte temporary restraining order obtained on behalf of non-profit private school against directors
- Obtained favorable result for charter school in an administrative due process hearing involving allegations of failure to provide a free, appropriate public education.
- Successfully defended charter school at a charter revocation hearing, resulting in negotiation of a consent agreement to allow charter school to continue operations under charter contract with the Arizona State Board for Charter Schools
- Represented a charter school in litigation related to a public records request
- Co-counseled with a city and successfully defended a towing company against another company's challenge of the city's award of a contract to towing company.
- Successfully defended nonprofit members in appeal brought by nonprofit director seeking award of attorneys' fees.
- Published Decision: *Collins, et al. v. D.R. Horton, Inc.*, 505 F.3d 874 (9th Cir. 2007)

## Admissions

- Arizona
- U.S. District Court, District of Arizona
- U.S. Court of Appeals, Ninth Circuit

## Memberships

- National Council of School Attorneys
- Arizona Council of School Attorneys
- Arizona State Bar, Employment and Labor Law Section

## Presentations

*Social Media: The Good, the Bad, and the Ugly*, American Association of School Personnel Administrators 79<sup>th</sup> Annual Conference (2017)

*How to Deal with Difficult Parents*, Arizona School Boards Association 41<sup>st</sup> Annual School Law Pre-Conference (2017)

*Breaking the School-to-Prison Pipeline: Bring Restorative Justice Principles to Student Discipline*, Arizona School Boards Association 40<sup>th</sup> Annual Law Conference (2016)

*Governing Board Legal Concerns*, Arizona Charter School Association Business Summit (2015)

*Hot Topics in Student Discipline*, Arizona School Boards Association 37<sup>th</sup> Annual Law Conference (2014)

*Handling Employee Retaliation Claims: The Right Way and the Wrong Way*, Arizona School Boards Association 37<sup>th</sup> Annual Law Conference (2013)

*Charter Management Contracts*, Arizona Charter Schools Association Legal Issues Summit (2012)

*Trends in EEOC Enforcement and Disability Litigation*, Academy of Hospitality Industry Attorneys Conference (2011)

*The Americans with Disabilities Act: How an Interactive Process Can Avoid Discrimination Claims by Your Employees*, Arizona School Personnel Administrators Association (2011)

*The Second in Command: Effective Leadership Transitions*, Conference of Southwest Foundations Annual Conference (2010)

*Bullying, Threats and Defamation: Does It Matter If It Happens Off Campus?*, Arizona School Boards Association 34<sup>th</sup> Annual School Law Conference (2010)

*So, You Want to Start a Charter School?*, Arizona Charter School Association Charter Starter Program (2010)

*Best Practices in Special Education and Behavior Management: What Charter School Operators Need to Know About Task Force Recommendations*, Arizona Charter Schools Association Business Conference (2010)

*Best Practices in Charter School Board Governance*, Arizona Charter School Association Board Governance Retreat (2008-2009)

*Peer-to-Peer Sexual Harassment: What Districts Can (and Should) Do to Protect Students*, Arizona School Boards Association 33<sup>rd</sup> Annual School Law Conference (2009)

*Creative Problem Solving and Successful Negotiation: Creating Win-Win Situations*, Arizona Department of Education Special Education Directors Institute (2008)

*Handling Discrimination Claims: EEOC, Title VII and More*, Arizona School Boards Association 32<sup>nd</sup> Annual School Law Conference (2008)

*Legal Issues for Students with Asperger's Syndrome or High Functioning Autism*, Lorman, (2008)

*Arizona Special Education Law*, National Business Institute (2008)

*Email, MySpace, YouTube, and Whatever is Next -- Your Rights and Responsibilities*, Arizona School Administrators Association, 13<sup>th</sup> Annual Principal and the Law Conference (2007)



# Jamie L. Mayrose

Partner

Jamie L. Mayrose is a founding member of Rader Mayrose, LLP. Her practice focuses on effective pre-suit dispute counseling and resolution and, when necessary, aggressive litigation. She has significant experience in defending her clients against both breach of contract and tort claims.

Ms. Mayrose's practice includes professional liability defense where she defends officer & directors of non-profit entities, as well as other licensed professionals, including attorneys and medical professionals. Ms. Mayrose has significant experience negotiating and drafting a wide range of contracts and leases. She also regularly provides general employment advice to several non-profits.

Ms. Mayrose has significant litigation experience. She has been lead attorney in cases involving wrongful death matters, board of directors, traffic accidents, cause and origin investigations, and employment disputes. She has tried numerous matters in front of juries, judges, and administrative agencies.

In her construction practice she represents design professionals and general contractors in all aspects of litigation, including pre-suit counseling, administrative hearings, arbitration, and trial. Ms. Mayrose's construction experience includes breach of contract, construction defects in both residential and commercial buildings, landlord/tenant disputes, and construction site injuries/deaths.

Prior to forming Rader Mayrose, LLP, Ms. Mayrose worked for two nationally ranked firms.

## Contact

602.384.2292

jmayrose@radermayrose.com

## Education

- J.D., *with distinction*, University of Iowa School of Law, 2003  
— Member, *Journal of Transnational Law and Contemporary Problems*  
— Moot Court Counsel
- M.A., Higher Education Administration, University of Iowa, 2004
- B.A., *Honors*, Political Science/International Studies, Loras College, 1999

## Practice Areas

- Commercial Litigation
- Professional Liability Defense
- Employment Law
- School Law
- Construction

## Representative Experience

- Favorable results, including key summary judgment rulings, achieved in \$11 million commercial tenant-landlord-general contractor dispute
- Achieved a complete defense verdict in jury trial involving breach of contract action between employee and employer
- Ex-parte temporary restraining order obtained on behalf of non-profit private school
- Assisted an Arizona city in effectively defending its award of a procurement contract to my client
- Successfully opposed class action certification in a residential construction defect matter

- Won summary judgment for mining general contractor in a wrongful death toxic tort case
- Represented architect in multi-million-dollar dispute involving design and construction of a luxury hotel

### **Admissions**

- Arizona
- United States District Court, Arizona
- United States Court of Appeals, Ninth Circuit

### **Memberships**

- Arizona State Bar Association
- Maricopa County Bar Association

### **Community Involvement**

- Board of Directors, Phoenix Theatre
- Board of Directors, Heart for the City
- Team Captain for AWLA Girls on the Run 5K Team
- Volunteer Judge at local Mock Trial Competitions

RESOLUTION 2018-\_\_

Superstition Fire & Medical District

RETENTION OF RADER MAYROSE, LLP AS LEGAL COUNSEL

A RESOLUTION OF THE CHAIRPERSON AND GOVERNING BOARD OF THE DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AUTHORIZING THE RETENTION OF THE LAW FIRM OF RADER MAYROSE, LLP, TO SERVE AS COUNSEL FOR THE DISTRICT.

WHEREAS, in accordance with A.R.S. § 48-805(B)(10), the Board of Directors is authorized to retain private legal counsel; and

WHEREAS, the Governing Board of Directors has determined that Rader Mayrose, LLP, is able to provide the legal services required by the District.

THEREFORE, the Governing Board of Directors has agreed to the terms of the engagement letter submitted by Rader Mayrose, LLP, and authorizes the retention of Rader Mayrose, LLP as private legal counsel.

PASSED AND ADOPTED THIS TWENTY-FIRST DAY OF MARCH 2018 BY THE CHAIRPERSON AND GOVERNING BOARD OF DIRECTORS OF SUPERSTITION FIRE & MEDICAL DISTRICT.

\_\_\_\_\_  
Jeff Cross, Board Chair

\_\_\_\_\_  
Gene Gehrt, Board Clerk

\_\_\_\_\_  
Todd House, Board Director

\_\_\_\_\_  
Jason Moeller, Board Director

\_\_\_\_\_  
Larry Strand, Board Director