

VERSION 1.0  
May 15, 2019



# BOARD OF DIRECTORS MEETING

MAY 15, 2019

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

TODD HOUSE, BOARD CHAIRMAN

KATHLEEN CHAMBERLAIN, BOARD CLERK

JEFF CROSS, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

LARRY STRAND, BOARD DIRECTOR



# Superstition Fire & Medical District

## Board of Directors Meeting Agenda

### May 15, 2019

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#### Mission Statement

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

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The Board will hold a meeting on Wednesday, May 15, 2019. 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 April 2019 financial reports and bank reconciliations. (BOD #2019-05-01)**
- 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2019-05-02)**
- 3. Call to the Public. (BOD #2019-05-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 #2019-05-03):**
  - A. Board Meeting Minutes from April 17, 2019
  - B. Executive Session Minutes from April 17, 2019
  - C. Work Session Minutes from April 15, 2019
  - D. Global Purchase Order for Second Set of Turn-Outs
- 5. Presentation, Discussion and possible action regarding the Educational Requirements Policies RBO Committee study. (BOD #2019-05-04)**
- 6. Discussion, Review and possible direction on the 2019/2020 Budget Status. (BOD #2019-05-05)**

7. **Discussion and possible approval for a proposal for *The Working Group*. (BOD #2019-05-06)**
8. **Discussion, Review and possible approval of the Intergovernmental Agreement for Repair and Maintenance of Fire Apparatus and Equipment for the Town of Superior. (BOD #2019-05-07)**
9. **Discussion, review and possible approval of the Professional Services Agreement for GIS Data Custodian Services (Preplanners, LLC). (BOD #2019-05-08)**
10. **Discussion, presentation and possible approval of the following Policies brought for review at the April 17, 2019 Board Meeting for final approval at the May 15, 2019 Board Meeting. (BOD #2019-05-09)**
  - None for Approval in May
11. **Discussion and presentation of the following Policies brought for review at the May 15, 2019 Board Meeting for final approval at the June 19, 2019 Board Meeting. (BOD #2019-05-10)**
  - 1026 – Smoking and Tobacco Use
  - 1027 – Drug and Alcohol Free Workplace
  - 1028 – Personal Appearance Standards
  - 1029 – Uniform Regulations
  - 1030 – Badges
  - 1031 – Identification Cards
  - 1032 – Occupational Disease and Work Related Injury Reporting
  - 1033 – Temporary Modified Duty Assignments
  - 1034 – Release of HIPPA Protected Information
  - 1035 – Return to Work
  - 1037 – Line of Duty Death and Serious Injury Notification
12. **Reports. (BOD #2019-05-11)**
  - Senior Leadership Team (SLT):**
  - Fire Chief Mike Farber**
  - Assistant Chief of Emergency Operations Richard Mooney**
  - Assistant Chief of Planning & Logistics Richard Ochs**
  - Administrative Services Director Anna Butel**
  - Finance Director Roger Wood**
13. **New Business / Future Agenda Items. (BOD #2019-05-12)**
14. **Announcements (BOD #2019-05-N/A)**
15. **Adjourn (BOD #2019-05-13)**

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).

Posted on: May 9, 2019  
At: 1500 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 – May 15, 2019

Agenda Item: 1

BOD#: 2019-05-01

### Agenda Item Title

Review and approval of the April 2019 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 April 2019 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 **April 2019**:

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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Todd House, Board Chair

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Date



April 2019

**Governing Board Meeting – May 15, 2019**

**Agenda Item: 2**

**BOD#: 2019-05-02**

**Agenda Item Title**

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

**Submitted By**

Chief Mike Farber

Assistant Chief Rick Ochs

**Background/Discussion**

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

**May Anniversaries**

<b>17 Years of Service</b>
<b>Firefighter Paul Garcia</b>
<b>17 Years of Service</b>
<b>Engineer Robert Van De Krol</b>
<b>17 Years of Service</b>
<b>Paramedic / Firefighter Stephan Wagner</b>
<b>3 Years of Service</b>
<b>Firefighter Kevin Montgomery</b>



**Go to Item 3**

**Go to Agenda**

**Governing Board Meeting – May 15, 2019**

**Agenda Item: 3**

**BOD#: 2019-05-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 – May 15, 2019**

**Agenda Item: 4**

**BOD#: 2019-05-03**

**Agenda Item Title**

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

- A. Board Meeting Minutes from April 17, 2019 – **Appendix A**
- B. Board Executive Session Minutes from April 17, 2019
- C. Board Work Session Minutes from April 15, 2019 - **Appendix C**
- D. Global Purchase Order for Second Set of Turn-Outs – **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 May 15, 2019.”*



**Go to Item 5**

**Go to Appendices**

**Go to Agenda**

**Governing Board Meeting – May 15, 2019**

**Agenda Item: #5**

**BOD#: 2019-05-04**

**Agenda Item Title**

Presentation, Discussion and possible action regarding the Educational Requirements Policies RBO Committee study.

**Submitted By**

Mike Farber, Fire Chief

Richard Mooney, Assistant Chief

Ryan Ledbetter, Engineer

**Background/Discussion**

The educational requirements were originally approved in 2014, and revised and approved in 2015 as well. The educational requirements added a bachelor degree for the position of Battalion Chief and above. In the February 2019 meeting staff was directed to select a RBO committee and provide recommendations for educational requirements of the Battalion Chief position.

The RBO committee was unable to come to any consensus on the requirements for this position. However, they were able to come up with some additional options. These options will be presented at the May 15 meeting.

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

NA

**Enclosure(s)**

NA

**Recommended Motion**

*“Motion to uphold the current Educational Requirements”*

**OR**

*“Motion to give additional percentage points in the 2019 BC testing process. 5% for a Bachelor’s Degree allow members with an Associate’s Degree to test with the condition that a Bachelor’s degree will be completed within 2 years from the date of promotion. Furthermore, the promotional pay step will be locked until the degree is obtained. Inability to meet this requirement results in demotion back to Captain.*



**Go To Item 6**

**Go to Agenda**

**Governing Board Meeting – May 15, 2019**

**Agenda Item: #6**

**BOD#: 2019-05-05**

**Agenda Item Title**

Presentation, discussion, and possible direction of Fiscal Year 2019/2020 Budget development.

**Submitted By**

Fire Chief Mike Farber

Finance Director Roger Wood

**Background/Discussion**

A high level presentation of the major new and on-going initiatives will be provided in support of the District's FY 2019/2020 suppression and ground transportation operations, capital replacement plans, and bond debt payment plans.

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

N/A

**Enclosure(s)**

Presentation will be provided to the Board at the Board Meeting

**Recommended Motion**

"N/A"



**Go To Item 7**

**Go to Agenda**

**Governing Board Meeting – May 15, 2019**

**Agenda Item: #7**

**BOD#: 2019-05-06**

**Agenda Item Title**

Discussion and possible approval for a proposal for *The Working Group*.

**Submitted By**

Fire Chief Farber

**Background/Discussion**

On direction of the Board of Directors, Chief Farber has negotiated with *The Working Group* to secure services to assist the relationship by objectives process and labor management relations. Labor has committed to paying \$3,000 -\$4,000 to help with the cost.

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

**Enclosure(s)**

**Recommended Motion**

"TBD"



**Go To Item 8**

**Go to Agenda**

**Governing Board Meeting – May 15, 2019**

**Agenda Item: #8**

**BOD#: 2019-05-07**

**Agenda Item Title**

Discussion, Review and possible approval of the Intergovernmental Agreement for Repair and Maintenance of Fire Apparatus and Equipment for the Town of Superior.

**Submitted By**

Assistant Chief Rick Ochs

**Background/Discussion**

The Fire District wishes to enter into an Intergovernmental Agreement with the Town of Superior for the Repair and Maintenance of their Fire Apparatus, and related Fire Equipment. This agreement would commence July 1, 2019 and would be in effect until June 30, 2022. This agreement is identical to the agreement between the SFMD and the Town of Florence, for the repair and maintenance of their fire apparatus and equipment. Fire Chief Mike Farber and our Fleet Supervisor Vaughn Croshaw have met with the Town of Superior Fire Chief to discuss the details of this agreement. Both parties wish to enter into the attached agreement and the additional workload is not anticipated to encumber our Fleet Services personnel.

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

Cost Recovery (+)

**Enclosure(s)**

Intergovernmental Agreement (IGA)

**Recommended Motion**

*“Motion to approve the IGA between the SFMD and the Town of Superior for the Maintenance of Fire Apparatus and Equipment, which will begin on July 1, 2019.”*



**Go To Item 9**

**Go to Agenda**

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**INTERGOVERNMENTAL AGREEMENT**

Repair and Maintenance of Fire Apparatus and Equipment

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Between

The **TOWN of SUPERIOR**, ARIZONA,  
a municipal corporation of the State of Arizona

And

The **SUPERSTITION FIRE & MEDICAL DISTRICT**,  
a political subdivision of the State of Arizona

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DATED AS OF July 1, 2019

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**INTERGOVERNMENTAL AGREEMENT  
FOR  
REPAIR AND MAINTENANCE OF  
FIRE APPARATUS AND EQUIPMENT**

This Agreement is entered into effective as of July 1, 2019 by and between the Town of Superior, a municipal corporation of the State of Arizona ("Town"), and the Superstition Fire & Medical District, an Arizona fire district existing pursuant to the authority of Title 48, Chapter 5 of the Arizona State Revised Statutes ("SFMD") and collectively referred to as the Parties.

**RECITALS**

Whereas, the Parties each are authorized to provide fire and emergency medical services, and each have fire and rescue apparatus, fleet vehicles, and equipment reasonably necessary to perform those services (collectively the "apparatus"); and

Whereas, SFMD has a Fleet Maintenance Division directly supervised by a Fleet Services Supervisor, employs Emergency Vehicle Technicians ("EVTs"), uses fleet maintenance software tracking, and has specialized tools for the diagnostics, repair, and maintenance of its own apparatus and from time to time has provided repair and maintenance of the Town's apparatus; and,

Whereas, SFMD is familiar with the Town's apparatus; and

Whereas, Town is familiar with SFMD's Fleet Maintenance Division; and

Whereas, Town desires SFMD to provide repair and maintenance on the Town's apparatus; and

Whereas, SFMD has capacity to provide the Town with repair and maintenance services on the Town's apparatus; and

Whereas, each Party has determined that it is its best interests and mutually beneficial to for SFMD to provide the Town with repair and maintenance services upon the terms and conditions as set forth in this Agreement; and

Whereas, it is the desire of SFMD and the Town to jointly exercise their powers pursuant to A.R.S. Sec. 11-952 and 48-805(B) to enter into an intergovernmental agreement for fleet maintenance services to be provided by SFMD to Superior Fire upon the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained herein, the parties hereby agree as follows:

**1 Recitals.**

- a. The Recitals set forth above are incorporated into the terms and conditions of this Agreement.

**2 Effective Date and Duration.**

- a. This Agreement shall be effective on the 1<sup>st</sup> day July 2019 and shall continue in full force and effect until the 30<sup>th</sup> day of June 2022.
- b. This Agreement may be renewed by either party for up to two successive three-year terms provided the Parties mutually agree upon any changes to the rate schedule within 90 days of the expiration of then current term.
- c. Either Party may cancel this Agreement with sixty (60) days written notice to the other party.
- d. In the event of a material breach of any of the provisions in this Agreement, the non-breaching Party may terminate this Agreement by delivering written notice to the breaching party specifically stating the nature of the breach giving the breaching party 30 days to cure the breach. If the breach is not cured, this Agreement shall be deemed terminated.
- e. In the event either Party fails to appropriate funds based on a reasonable determination by that Party that there are insufficient funds to meet its obligations under this Agreement, the non-appropriating Party shall immediately provide written notice to the other Party and then shall have the right to terminate the Agreement effect as of the last day of the fiscal period for which funds are legally available.
- f. Upon cancellation or termination for any reason, Town shall pay SFMD all sums due and owing at the time of cancellation.

**3 Budget.**

- a. Each party represents that it has within its respective budget, sufficient funds to discharge the obligations and duties assumed under this Agreement. Should either party fail to obtain continued funding during the term of this Agreement through a failure of appropriation or approval of funds, or through other legal means, then this Agreement shall be deemed to terminate by operation of law.

**4 Obligations of the Town.**

- a. The Town shall pay SMFD for labor, parts, mileage and any other applicable costs as invoiced pursuant to the fee schedule then in effect. Payment from the Town shall / be due and payable to SFMD within 30 days of invoice.
- b. The Town shall be responsible to deliver its apparatus to and pick up from SFMD's Fleet Service Center located at 1455 E. 18th Ave., Apache Junction, AZ.
  - i. In the event the Town cannot or does not deliver its apparatus to SMFD, the Town shall pay costs incurred by SFMD in obtaining and returning the Town's apparatus at the hourly rate then in effect plus \$2 per mile travel costs for any SFMD service truck.
- c. The Town shall provide SFMD a list of Town personnel who are authorized to approve repair and maintenance work from SFMD.
- d. The Town shall provide SFMD prompt notification of any additions to or reductions from the Town's apparatus.
- e. The initial rate schedule for work done by SFMD under this Agreement is as follows:
  - i. Labor Rate: Monday-Thursday from 7 a.m. to 6 p.m. (excluding holidays) - \$73.00/hr.

- ii. Labor Rate: All other times - \$110.00/hr.
- iii. Parts and materials - Cost plus 10% handling charge
- iv. For the first year of this Agreement, the Town's handling charge for parts shall be capped at \$6,000.00.
- f. The labor rates as set forth above may be increased by an amount up to 3% annually as mutually agreed upon by the Parties prior to July 1 of each year.

**5 *Obligations of SFMD***

- a. At its Fleet Services Center, SFMD will perform routine repairs and maintenance for the Town's apparatus as may be requested by the Town as needed on 24-hour basis seven days a week.
- b. SFMD will provide the Town with the same service standards and priority for out of service front line apparatus that would be expected of SFMD's own apparatus. In addition, non-emergency repairs shall be assigned the appropriate priority at the discretion of SFMD's Fleet Supervisor. Ultimately, the prioritization of the service on all apparatus shall be at the discretion of SFMD's Fleet Supervisor.
- c. SFMD will promptly notify the Town of any repairs that fall outside SFMD's technician or shop equipment capabilities that would require outsourcing of the needed repairs
- d. SFMD will perform repair and maintenance services consistent with manufacturers recommended maintenance schedules and applicable NFPA guidelines.
- e. Repair and maintenance services will be performed only by qualified EVT certified technicians.
- f. On an as needed basis, SFMD will provide repair and maintenance at the Town's facility located in Superior for apparatus that is not drivable or otherwise cannot be delivered to SFMD's Fleet Services Center.
- g. In providing repair and maintenance services for the Town, SFMD in its sole discretion may, from time to time, obtain assistance or subcontract; however, in the event the cost of outside assistance exceeds \$1,000, SFMD shall obtain the consent of the Town.
- h. Individual purchases under this Agreement shall not exceed \$5,000. Purchases exceeding \$5,000 are subject to competition requirement and can only be made by the Contracting Specialists and Purchasing Agents from the Town within their delegated procurement authority.
- i. SFMD shall maintain records of repairs and maintenance on the Town's apparatus on SFMD's computerized records system and shall provide the Town monthly summaries of the work.
- j. SFMD shall provide the Town monthly invoices based on the rate schedule then in effect.

**6 Indemnification.**

- a. SFMD shall defend, indemnify, and hold harmless Superior Fire, its officers, agents, employees, elected and appointed officials, and volunteers, from and against all actions, lawsuits, losses and expenses (including court costs, expenses for litigation, and reasonable attorney fees), damages, claims, or other liabilities of any kind ("Liability") resulting from or arising out of this Agreement and/or SFMD's performance hereunder (including, without limitation, Liability on account of any injury, sickness, disease, or death of any person or damage, destruction, or loss of any property). The obligations of this indemnification provision shall not apply in the event that any such Liability is found to have resulted from the negligence or intentional misconduct of Superior Fire.
- b. The Town shall defend, indemnify, and hold harmless SFMD, its officers, agents, employees, elected and appointed officials, and volunteers, from and against all actions, lawsuits, losses and expenses (including court costs, expenses for litigation, and reasonable attorney fees), damages, claims, or other liabilities of any kind ("Liability") resulting from or arising out of this Agreement and/or SFMD's performance hereunder (including, without limitation, Liability on account of any injury, sickness, disease, or death of any person or damage, destruction, or loss of any property). The obligations of the foregoing indemnification provision shall not apply in the event that any such Liability is found to have resulted from the negligence or intentional misconduct of SFMD.
- c. The obligation to indemnify survives the termination of this Agreement.

**7 Insurance.**

- a. Each party represents that it shall maintain for the duration of this Agreement, sufficient policies of public liability insurance covering all its obligations undertaken in the implementation of this Agreement.
- b. The Town is solely responsible for maintaining insurance on its apparatus to cover any damage that might occur while apparatus is being transported to or from SFMD or while being repaired by SFMD. SFMD is not responsible for personal property left on or in the Town's apparatus.

**8 Notices.**

- a. All notices or demands required under this Agreement from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or on the date deposited in the U.S. Mail addressed as follows:

**TO SFMD:** Fire Chief  
Superstition Fire & Medical District  
565 N. Idaho Road  
Apache Junction, AZ 85119  
(480) 982-4440

**TO TOWN:** Town Manager  
Town of Superior  
P.O. Box 218  
199 N. Lobb  
Superior, AZ 85173  
(520) 689-5752

**9 *Miscellaneous.***

- a. Each party warrants that prior to signing this Agreement, all of its internal procedures; rules and regulations have been complied with. The signing of this Agreement constitutes a binding agreement.
- b. Failure of any party to strictly enforce any provisions hereunder shall not constitute a waiver of rights to demand strict performance of that, or any other provisions hereof at any time hereafter.
- c. The terms and conditions of this Agreement are separate and severable. If for any reason, any Court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.
- d. Neither the employees of SFMD shall become employees of the Town nor shall the employees of the Town become employees of SFMD by virtue of this Agreement. Nothing in this Agreement shall be construed to create any partnership or joint venture between the Parties.
- e. Pursuant to A.R.S. Section 38-511, either party may cancel this Agreement for conflict of interest.

**10 *Compliance with Legal Authorities.***

- a. The parties shall each be responsible for their respective compliance with all requirements of any federal, state, county or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements including, but not limited to, the rules and regulations of the Arizona Department of Health Services.
- b. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination."
- c. Each party shall comply with the notice provisions of A.R.S. § 23-1022(e). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the incident command protocol in place, and said party shall have the sole responsibility for the payment of workers' compensation benefits or other fringe benefits of said employees.
- d. This Agreement and all documents and instruments executed in furtherance hereof may be amended or supplemented only by an instrument in writing, signed by the parties against which enforcement thereof may be sought.
- e. Titles and headings of the paragraphs contained herein are solely for the purpose of convenience and are not intended to in any way affect, control or limit the meaning or application of any such paragraph.
- f. Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words or expressions.
- g. The Parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them, or by any person acting for or on their behalf, which are not fully and completely set forth herein. This Agreement supersedes any terms, conditions, covenants or other documents or agreements between the Parties
- h. This Agreement has been negotiated by the Parties and no Party has acted under compulsion or duress, economic or otherwise. The Parties waive any rule of interpretation which would construe any provision of this Agreement against any Party who drafted this Agreement.
- i. This Agreement and all documents and instruments executed in furtherance hereof, and the

rights and obligations of the Parties hereunder, shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Arizona, statutory and decisional, in effect from time to time, without giving effect to principles of conflicts of law. All Parties consent to personal jurisdiction in Arizona, and venue for any action to enforce this Agreement shall be in Pinal County, Arizona.

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**TOWN OF SUPERIOR**

\_\_\_\_\_  
By: Mila Besich  
Its: Mayor

**SUPERSTITION FIRE & MEDICAL DISTRICT**

\_\_\_\_\_  
Chairman of the Board

The foregoing Intergovernmental Agreement between the Town of Superior and the Superstition Fire & Medical District has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Intergovernmental Agreement represented by

\_\_\_\_\_  
Board Clerk  
Superstition Fire & Medical District

\_\_\_\_\_  
Stephen R. Cooper Attorney for  
Town of Superior

**SUPERSTITION FIRE & MEDICAL DISTRICT  
AND  
THE TOWN OF SUPERIOR**

**Town of Superior  
PO Box 218  
Superior, Arizona 85173**

\_\_\_\_\_  
Todd Pryor, Town Manager

\_\_\_\_\_  
Mila Besich, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Ruby Cervantes, Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Stephen R. Cooper, Town Attorney

**Governing Board Meeting – May 15, 2019**

**Agenda Item: #9**

**BOD#: 2019-05-08**

**Agenda Item Title**

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

**Submitted By**

Assistant Chief Rick Ochs

**Background/Discussion**

The Fire District wishes to establish an Agreement with The Preplanners, LLC to provide GIS Data Custodian Services. These services are necessary for the maintenance of our District mapping, addressing and hydrant locations. The Preplanners will acquire data from the City of Apache Junction and Pinal County, and provide quarterly mapping updates and maintenance. This agreement will commence on July 1, 2019 and will end on June 30, 2020.

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

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

**Enclosure(s)**

Agreement with the Preplanners, LLC

**Recommended Motion**

*“Motion to approve the Agreement between the SFMD and the Preplanners, LLC to provide GIS Data Custodian Services for the Fiscal Year 2019/2020.”*



**Go To Item 10**

**Go to Agenda**

## PROFESSIONAL SERVICES AGREEMENT

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

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

### 1. SCOPE OF WORK

- A. Professional Services:** Company agrees to provide, GIS Data Custodian Services (the "Services") as described in Exhibit A, which is attached hereto and expressly incorporated herein by reference.
- B. Performance Monitoring:** To ensure satisfactory and timely performance, Company shall produce written reports or other written documents as needed or directed to Battalion Chief Brian White & Asst. Chief Mooney (the "Project Managers") by the dates indicated: First Phase – no later than July 1, 2019. Dates for future phases shall be added as addendums to this agreement.
- C. Revisions to Scope of Work:** The Company reserves the right to make changes to the Services to be provided which are within the Scope of Work above. Such changes and any added cost or cost reduction to the Company must be agreed to in writing and signed by the Company and the Client prior to proceeding with any change.

### 2. PERFORMANCE PERIOD

The performance period of this Agreement shall begin on the effective date, July 1, 2019, and shall not extend beyond June 30, 2020 not more than 12 months after the effective date, unless amended by written mutual agreement.

### 3. COMPENSATION AND PAYMENT

- A. Fee:** The Client agrees to pay the Company for Services provided pursuant to this Agreement on the terms described in Exhibit B, which is attached hereto and expressly incorporated here in reference, not to exceed \$8,000.00 for the term of this Agreement.
- B. Invoice for Payment:** Company shall prepare 4 invoices for payment, substantiated with reasonable documentation, including original papers and receipt, which shall be submitted to: Jennifer Burke (Jennifer.burke@sfmd.az.gov.) via email. Superstition Fire & Medical District 565 N. Idaho Rd., Apache Junction, AZ 85119.

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

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

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

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

#### 4. CONFIDENTIALITY

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

#### 5. INTELLECTUAL PROPERTY RIGHTS

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

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

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

## **6. TERMINATION OF AGREEMENT**

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

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

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

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

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

## **7. INDEPENDENT CONTRACTOR RESPONSIBILITIES**

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

## **8. LIABILITY**

To the fullest extent allowed by law, Client agrees to indemnify and hold harmless the Company and their agents and employees from and against all claims or losses including reasonable

attorney's fees, arising out of or resulting from the negligence or omissions of the Client, its partners, directors, officers, employees, licensees, subcontractors or agents, in the provisions of products and services under this Agreement. In no event shall the Client be liable for consequential damages including, but not limited to, loss of profits.

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

## **9. ASSIGNMENT OR MODIFICATION**

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

## **10. GOVERNING LAW**

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

## **11. USE OF CLIENT NAME**

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

## **12. MISCELLANEOUS**

A. **Legal Arizona Workers Act Compliance:** Company is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Company further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

Client retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

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

C. **Anti-Israeli Boycott:** To the extent applicable, the undersigned Company hereby certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

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

**THE PREPLANNERS, LLC**

**SUPERSTITION  
FIRE/MEDICAL  
DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **SERVICES**

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

- GIS Data Custodian services to be complete on a quarterly basis per the Mesa Fire & Medical Department's 2019/2020 CAD Map Calendar
- Update/Maintain SFMD Address Data for CAD
- Update/Maintain SFMD Street Data for CAD
- Update/Maintain all associated Feature Classes that are involved in the current Map File
- Hours to vary per quarter. Hours dependent on the number of edits/updates to SFMD data

## **EXHIBIT A (Continue)**

### **Requirements**

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

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

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## **EXHIBIT B**

### **FEES**

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

<b>GIS Data Custodian Services</b>	<b>\$ 8,000.00</b>
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- 1) Quarterly fee of \$2,000.00 every 3 months,
- 2) Hours of work per quarter varies upon updates needed
- 3) Completed work will be packaged for delivery to MFMD  
CAD Map personnel for uploading to CAD

<b>Total Cost:</b>	<b>\$ <u>8,000.00</u></b>
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Any reimbursable expenses will be determined on an as needed basis, at which time both parties will agree upon the type of expense and associated cost.

**Governing Board Meeting – May 15, 2019**

**Agenda Item: #10**

**BOD#: 2019-05-09**

**Agenda Item Title**

No Policies for approval in May

**Submitted By**

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

**Background/Discussion**

These are essential policies and are part of the comprehensive Lexipol/SFMD policy manual.

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

NA

**Enclosure(s)**

**Recommended Motion**

“N/A “



**Go To Item 11**

**Go to Agenda**

**Governing Board Meeting – May 15, 2019**

**Agenda Item: #11**

**BOD#: 2019-05-10**

**Agenda Item Title**

Policy Review – For possible approval in the June 2019 Board of Director Meeting.

**Submitted By**

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

**Background/Discussion**

As you are aware, SFMD is currently creating a new policy manual through the implementation of Lexipol. After your review, we will be seeking approval in the June meeting. Although, these policies require board approval they will not go into effect until the completion of the policy manual. Ideally, we do not want to burden the board with a large manual that requires approval all at once, and we want to avoid membership confusion by having only one manual.

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

NA

**Enclosure(s)**

- 1026 Smoking and Tobacco Use
- 1027 Drug and Alcohol Free Workplace
- 1028 Personal Appearance Standards
- 1029 Uniform Regulations
- 1030 Badges
- 1031 Identification Cards
- 1032 Occupational Disease and Work Related Injury Reporting
- 1033 Temporary Modified Duty Assignments
- 1034 Release of HIPAA Protected Information
- 1035 Return to Work
- 1037 Line of Duty Death and Serious Injury Notification

**Recommended Motion**

*No motion at this time.*



**Go To Item 12**

**Go to Agenda**

# Smoking and Tobacco Use

## 1026.1 PURPOSE AND SCOPE

State MODIFIED

This policy establishes limitations on smoking and the use of tobacco products by members and others while on-duty or while in Superstition Fire & Medical District facilities or vehicles.

For the purposes of this policy, smoking and tobacco use includes, but is not limited to, any tobacco product, such as cigarettes, cigars, pipe tobacco, snuff,, as well as any device intended to simulate smoking, such as an electronic cigarette or personal vaporizer.

## 1026.2 POLICY

State MODIFIED

The Superstition Fire & Medical District recognizes that tobacco use is a health risk and can be offensive to others. Smoking and tobacco use also presents an unprofessional image for the District and its members. Therefore smoking is prohibited by members and visitors in all district facilities, buildings and vehicles, and as further outlined in this policy (ARS § 36-601.01).

## 1026.3 SMOKING AND TOBACCO USE

Best Practice MODIFIED

Smoking and tobacco use by members is prohibited any time members are in public view representing the Superstition Fire & Medical District.

It shall be the responsibility of each member to ensure that no person under his/her supervision smokes inside District facilities and vehicles.

### Smokeless Tobacco Use and Restrictions

The disposal (spitting) of smokeless tobacco by-products may occur within fire stations by adhering to the following: Spitting into a sealable, spill proof, non-transparent receptacle. The sealable, spill proof, non-transparent receptacle is restricted from use or transport on fire apparatus and ambulances.

Additionally, there will be no spitting in waste containers, trash containers, sinks, reusable drinking or eating containers, urinals, floor drains, drinking fountains, out of fire apparatus, or in fire apparatus, on the ground near travel paths, walkways, driveways, apparatus aprons, during any service delivery activity or in public.

## 1026.4 ADDITIONAL PROHIBITIONS

State

Members may not smoke tobacco products near any entrance, window or ventilation system, or at any facility where persons entering or leaving may be subject to breathing tobacco smoke (ARS § 36-601.01).

# Superstition Fire & Medical District

Policy Manual

## *Smoking and Tobacco Use*

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### 1026.4.1 NOTICE

**State**

The Fire Chief or the authorized designee shall ensure that proper signage is posted at every entrance to the facility clearly indicating smoking is prohibited, and identifying where complaints regarding smoking violations may be made (ARS § 36-601.01(E)).

## Drug- and Alcohol-Free Workplace

### 1027.1 PURPOSE AND SCOPE

**Best Practice**

The Superstition Fire & Medical District prohibits the use of drugs and alcohol in the workplace in order to provide a safer work environment for members and to protect the public's safety and welfare. This policy applies to all members when they are on district property or when performing district-related business elsewhere.

### 1027.2 POLICY

**Best Practice**

It is the policy of the Superstition Fire & Medical District to provide a drug- and alcohol-free workplace for all members.

### 1027.3 GENERAL GUIDELINES

**Federal**

Alcohol and drug use in the workplace or on district time can endanger the health and safety of district members and the public. Such use shall not be tolerated (41 USC § 8103).

Members who have consumed an amount of an alcoholic beverage or taken any medication, or combination thereof, that would tend to adversely affect their mental or physical abilities shall not report for duty. Affected members shall notify the Fire Chief or appropriate supervisor as soon as the member is aware that he/she will not be able to report to work. If the member is unable to make the notification, every effort should be made to have a representative contact the supervisor in a timely manner. If the member is adversely affected while on-duty, he/she shall be immediately removed and released from work (see the Work Restrictions section in this policy).

#### 1027.3.1 USE OF MEDICATIONS

**Best Practice** **MODIFIED**

Members should avoid taking any medications that will impair their ability to safely and completely perform their duties. Any member who is medically required or has a need to take any such medication shall report that need to his/her immediate supervisor prior to commencing any on-duty status.

Unlawful use of marijuana on- or off-duty is prohibited and may lead to disciplinary action.

### 1027.4 MEMBER RESPONSIBILITIES

**Federal**

Members shall come to work in an appropriate mental and physical condition. Members are prohibited from purchasing, manufacturing, distributing, dispensing, possessing or using controlled substances or alcohol on district premises or on district time (41 USC § 8103). The lawful possession or use of prescribed medications or over-the-counter remedies is excluded from this prohibition.

## *Drug- and Alcohol-Free Workplace*

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Members shall notify a supervisor immediately if they observe behavior or other evidence they believe demonstrates that a fellow member poses a risk to the health and safety of the member or others due to drug or alcohol use.

Members are required to notify their immediate supervisors of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction (41 USC § 8103).

### **1027.5 EMPLOYEE ASSISTANCE PROGRAM**

Federal MODIFIED

The District provides a voluntary employee assistance program to assist those who wish to seek help for alcohol and drug problems (41 USC § 8103). Insurance coverage that provides treatment for drug and alcohol abuse also may be available. Employees should contact the Department of Human Resources, their insurance providers or the employee assistance program for additional information. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems.

### **1027.6 WORK RESTRICTIONS**

Best Practice

If a member informs a supervisor that he/she has consumed any alcohol, drug or medication that could interfere with a safe and efficient job performance, the member may be required to obtain clearance from his/her physician before continuing to work.

If the supervisor reasonably believes, based on objective facts, that a member is impaired by the consumption of alcohol or other drugs, the supervisor shall prevent the member from continuing work and request that a Battalion Chief respond to the location of the impaired member. The Battalion Chief shall ensure the member is transported to a safe location and that the continuity of district operations is maintained.

### **1027.7 REQUESTING SCREENING TESTS**

State MODIFIED

A supervisor or Battalion Chief may request an employee or a prospective employee to submit to a screening test under any of the following circumstances (ARS § 23-493.04):

- (a) The supervisor or Battalion Chief determines there is a reasonable suspicion that an employee may be affected by the use of drugs or alcohol and that such use may adversely affect the job performance or the work environment.
- (b) The supervisor or Battalion Chief determines there is reasonable suspicion that an employee is currently impaired or exhibiting objective symptoms of intoxication or drug influence while on-duty.
- (c) When the employee is involved in an injury or fatal accident while on-duty.
- (d) When the employee is involved in an injury or fatal accident while operating any District-owned vehicle, whether on- or off-duty.

# Superstition Fire & Medical District

## Policy Manual

### *Drug- and Alcohol-Free Workplace*

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- (e) During an investigation of an accident in the workplace, provided the testing is performed as soon as practicable after an accident and is administered to employees whom it is reasonable to believe may have contributed to the accident.
- (f) As a condition of employment to prospective employees.

Generally testing of employees shall occur during, or immediately before or after, a regular work period. The testing, and travel time if required, will be deemed work time for the purpose of compensation for all paid employees (ARS § 23-493.02).

#### 1027.7.1 Administrative Services Director RESPONSIBILITY

**Best Practice** **MODIFIED**

The [Administrative Services Director](#) shall ensure written records are prepared documenting the specific facts that led to the decision to request the test, and shall inform the employee in writing of the following:

- (a) The test will be given to detect either alcohol or drugs, or both.
- (b) The result of the test is not admissible in any criminal proceeding against the employee.
- (c) The employee may refuse the test, but refusal may result in dismissal or other disciplinary action.

#### 1027.7.2 SCREENING TEST DISPOSITION

**Best Practice**

An employee may be subject to rehabilitative or disciplinary action if he/she:

- (a) Fails or refuses to submit to a screening test as requested.
- (b) After taking a screening test that indicates the presence of a controlled substance, fails to provide proof, within 72 hours after being requested, that he/she took the controlled substance as directed, pursuant to a current and lawful prescription issued in his/her name.
- (c) Violates any provisions of this policy.

#### 1027.7.3 DISCIPLINARY ACTION

**State**

Rehabilitative or disciplinary action may include (ARS § 23-493.05):

- Enrollment in a rehabilitation, treatment or counseling program, which may include additional drug testing and alcohol impairment testing that has been provided or approved by the District. Participation in the program may be a condition of continued employment. The cost may or may not be covered by any available health plan or policy.
- Suspension of the employee, with or without pay, for a designated period.
- Termination of employment.
- In the case of drug testing, refusal to hire a prospective employee.

## *Drug- and Alcohol-Free Workplace*

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- Other adverse employment action.

### 1027.7.4 SCREENING TEST REQUIREMENTS

**State**

All screening tests for drugs or alcohol shall comply with the standards set forth in ARS § 23-493.03.

### 1027.7.5 SUBSTANCES FOR WHICH TESTING MAY BE REQUIRED

**State**

The District may test for alcohol and any drugs as defined in ARS § 23-493(3), including prescription drugs or over-the-counter compounds (ARS § 23-493.04(A)(4)).

### 1027.7.6 SCREENING TEST RESULTS

**State**

Employees have the right to obtain written results of any testing performed. Employees also have the right to have a positive test result explained in a confidential setting (ARS § 23-493.04(A)).

## **1027.8 COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT**

**Federal**

No later than 30 days following notice of any drug statute conviction for a violation occurring in the workplace involving a member, the District will take appropriate disciplinary action, up to and including dismissal, and/or requiring the member to satisfactorily participate in a drug abuse assistance or rehabilitation program (41 USC § 8104).

## **1027.9 CONFIDENTIALITY**

**Best Practice**

The District recognizes the confidentiality and privacy due to its members. Disclosure of any information relating to substance abuse treatment, except on a need-to-know basis, shall only be with the express written consent of the member involved or pursuant to lawful process.

The written results of any screening tests and all documents generated by the employee assistance program are considered confidential medical records and shall be maintained separately from the employee's other personnel files.

## Personal Appearance Standards

### 1028.1 PURPOSE AND SCOPE

**Discretionary**

In order to project uniformity and neutrality toward the public and other members of the District, members shall maintain their personal hygiene and appearance to project a professional image appropriate for this district and for their assignment.

The procedures contained herein are intended to promote uniformity of the members of the District by addressing specific grooming items. However, nothing herein shall limit the district's ability to address any other grooming or personal appearance deemed improper for members of the District.

### 1028.2 POLICY

**Discretionary**

It is the policy of the Superstition Fire & Medical District that all members meet required personal hygiene and grooming standards while on-duty or conducting official business.

### 1028.3 GROOMING STANDARDS

**Discretionary**

The following appearance standards shall apply to all members except those whose current assignment would deem them not appropriate or where the Fire Chief or the authorized designee has granted an exception.

#### 1028.3.1 PERSONAL HYGIENE

**Discretionary**

All members must maintain proper personal hygiene. Examples of improper personal hygiene include, but are not limited to, dirty fingernails, bad breath, body odor and dirty or unkempt hair. Any member who has a condition due to a protected category (e.g., race, physical disability) which affects any aspect of personal hygiene covered by this policy may qualify for an accommodation and should report any need for an accommodation to a supervisor or the Department of Human Resources.

#### 1028.3.2 HAIR

**Discretionary**

The hairstyle of all members shall be neat in appearance. Hair must be no longer than the horizontal level of the bottom of the uniform patch when the member is standing erect. Hairstyles that extend below the top edge of the uniform collar should be secured in a tightly wrapped braid or ponytail.

#### 1028.3.3 SIDEBURNS

**Discretionary**

Sideburns shall not extend below the bottom of the ear and shall be trimmed and neat.

# Superstition Fire & Medical District

## Policy Manual

### *Personal Appearance Standards*

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#### 1028.3.4 BEARDS

**Discretionary** **MODIFIED**

Beards are prohibited.

#### 1028.3.5 FACIAL HAIR

**Discretionary** **MODIFIED**

Facial hair other than sideburns, mustaches and eyebrows shall not be worn, unless authorized by the Fire Chief or the authorized designee. Facial hair will be neat and trimmed and will not interfere with personal protective equipment (PPE) or pose a safety hazard. Facial hair will not interfere with the operation of self-contained breathing apparatus (SCBA) or other safety equipment.

#### 1028.3.6 COSMETICS

**Discretionary**

Members are permitted to wear cosmetics of conservative color and amount.

#### 1028.3.7 FINGERNAILS

**Discretionary**

Fingernails extending beyond the tip of the finger can pose a safety hazard to members working in the field. For this reason, fingernails shall be trimmed so that no point of the nail extends beyond the tip of the finger.

#### 1028.3.8 JEWELRY AND ACCESSORIES

**Discretionary**

No jewelry or personal ornaments shall be worn by members on-duty on any part of the uniform or equipment, except those authorized within this manual. Members should be mindful of wearing jewelry that can become snagged or caught during performance of fire suppression duties.

- Necklaces or jewelry worn around the neck shall not be visible above the shirt collar.
- It is recommended that members refrain from wearing rings while assigned to suppression.

#### 1028.4 TATTOOS

**Discretionary** **MODIFIED**

Tattoos, brands or mutilations that are inappropriate, as determined at the sole discretion of the Fire Chief, must be covered. Inappropriate marks may include, but are not limited to, marks that exhibit or advocate discrimination against sex, race, religion, ethnicity, national origin, sexual orientation, age (40 and over), physical or mental disability or medical condition, or marital status; marks that promote or express gang, supremacist or extremist group affiliation; and marks that depict or promote drug use, sexually explicit acts or other obscene material.

#### 1028.5 BODY PIERCING OR ALTERATION

**Discretionary**

Except for a single stud pierced earring worn in the lobe of each ear, no body piercing shall be visible while any member is on-duty or representing the District in any official capacity.

# Superstition Fire & Medical District

## Policy Manual

### *Personal Appearance Standards*

---

Alteration to any area of the body visible in any authorized uniform or attire that is a deviation from normal anatomical features and which is not medically required is prohibited. Such body alteration includes, but is not limited to:

- (a) Tongue splitting or piercing.
- (b) The complete or trans-dermal implantation of any material other than hair replacement.
- (c) Abnormal shaping of the ears, eyes, nose or teeth.
- (d) Branding or scarification.

# Uniform Regulations

## 1029.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish uniform regulations for members in order to enhance the district's overall professional and positive image.

## 1029.2 POLICY

Best Practice

It is the policy of the Superstition Fire & Medical District that members shall wear the proper uniform at all times when on-duty or engaged in district-related activities off-duty. Members shall maintain an adequate supply of uniforms to meet the needs of their assignment and maintain the uniforms in an acceptable condition. This policy does not supersede district regulations regarding the use of any personal protective equipment (PPE).

## 1029.3 STANDARD WORK UNIFORM

Best Practice MODIFIED

The standard work uniform for Captains, engineers and firefighters shall consist of NFPA approved navy blue short- or long-sleeve shirt; navy blue trousers or shorts; district approved belt; and black, steel-toe boots.

The standard work uniform shall be worn as directed. Members are not required to wear the standard work uniform underneath personal protective equipment (PPE) in order to complete the PPE ensemble. Blue response pants (brush pants) shall not be worn inside any district facility, including the fire station, and should be treated the same as turnout gear.

Officers shall wear appropriate rank insignia on the standard work uniform.

Members are required to have one pair of serviceable pants and a district-approved, collared, polo shirt.

### 1029.3.1 UNIFORM JACKETS

Best Practice MODIFIED

Uniform jackets may be worn as described in this subsection: ⚠

- A long-sleeve jacket that is district-approved shall be worn over district-approved uniform shirt

### 1029.3.2 T-SHIRTS

Best Practice

Official district on-duty t-shirts or plain white t-shirts may be worn:

- Under the standard work uniform shirt.

# Superstition Fire & Medical District

## Policy Manual

### Uniform Regulations

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- Uncovered and tucked into the trousers, at the Captain's discretion, while working at the fire station or while engaged in company level manipulative training that does not require PPE.
- Long-sleeve t-shirts, either official or plain white, shall be worn as a layering component under wildland PPE.

#### 1029.3.3 BASEBALL CAPS

**Best Practice** **MODIFIED**

Official district on-duty [blue](#) baseball caps may be worn, at the discretion of the Captain, except:

- When a helmet is required.
- At formal or semi-formal events or occasions.

#### 1029.4 PHYSICAL FITNESS UNIFORMS

**Best Practice** **MODIFIED**

The physical fitness uniform shall primarily be worn when engaged in physical fitness. It may also be worn in quarters on holidays and weekends.

The fitness uniform shall be covered with an appropriate work uniform or combination of PPE and work uniform while in transit to and from a physical fitness location.

Nylon or other synthetic material shorts and other fitness uniform items should not be worn under PPE because those fabrics may melt.

#### 1029.5 DRESS UNIFORMS

**Best Practice**

Dress uniforms shall be worn as directed by the Fire Chief and when attending the following types of events:

- Funerals and memorials
- Formal district functions, such as graduations and badge ceremonies
- Formal District functions

#### 1029.6 UNIFORM MAINTENANCE

**Best Practice** **MODIFIED**

- Uniforms shall be clean, neat and in good condition and should fit well.
- Boots and belts shall be clean and polished with black polish.
- Metal badges shall be clean and free from excessive scratches.

## Badges

### 1030.1 PURPOSE AND SCOPE

**Best Practice**

The name of the Superstition Fire & Medical District and the district badge and uniform patches are property of the District. This policy establishes the rules associated with Superstition Fire & Medical District badges and any likeness of the badge.

### 1030.2 POLICY

**Best Practice**

The Superstition Fire & Medical District may issue members of the District a curved uniform badge for use or display in compliance with this policy.

Only authorized badges issued or formally authorized by this district shall be displayed, carried or worn by members while on-duty or otherwise acting in an official or authorized capacity.

### 1030.3 BADGE TYPES

**Best Practice**

#### 1030.3.1 SWORN, APPOINTED OR ELECTED MEMBER FLAT BADGES

**Best Practice**

Sworn, appointed or elected members may, at their own expense and with the written approval of the Fire Chief, purchase a flat badge that can be carried in a wallet.

A sworn, appointed or elected member may sell, exchange or transfer a flat badge only to another sworn, appointed or elected member of the Superstition Fire & Medical District and only with the written approval of the Fire Chief.

#### 1030.3.2 CIVILIAN MEMBER BADGES

**Best Practice**

Curved uniform badges issued to Civilian personnel shall be clearly marked to reflect the position of the assigned member (e.g., dispatcher, Public Information Officer, inspectors).

- (a) Civilian personnel shall not display the district badge except as a part of the uniform and while on-duty, or otherwise acting in an official and authorized capacity.
- (b) Civilian personnel shall not display the district badge or represent themselves, on- or off-duty, in such a manner which would cause a reasonable person to believe that they occupy the rank or position of any other member of the District.
- (c) Civilian personnel may not purchase, carry or display a flat badge.

#### 1030.3.3 RETIREE BADGES

**Best Practice**

# Superstition Fire & Medical District

## Policy Manual

### *Badges*

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Upon honorable retirement, a member may purchase his/her assigned curved uniform badge for memorabilia purposes. Other uses of the badge may be unlawful. The badge will remain the property of the Superstition Fire & Medical District and may be revoked in the event of misuse or abuse.

An honorably retired sworn, appointed or elected member of the District may keep his/her flat badge upon retirement.

#### 1030.3.4 MOURNING BADGE

##### **Best Practice**

Uniformed members shall wear a black mourning band across the uniform badge whenever a firefighter is killed in the line of duty. The following mourning periods will be observed:

- (a) A firefighter of this district: From the time of death until midnight on the 14th day after the death.
- (b) A firefighter from this or an adjacent county: From the time of death until midnight on the day of the funeral.
- (c) Funeral attendee: While attending the funeral of an out-of-region firefighter.
- (d) As directed by the Fire Chief.

#### 1030.4 LOSS OF BADGE

##### **Best Practice**

Any member who loses any badge must immediately report the loss to his/her supervisor. A badge should be considered lost whenever it is not in the direct control of the member.

#### 1030.5 UNAUTHORIZED USE OF BADGES

##### **Best Practice**

No badge shall be issued to anyone other than a current or honorably retired member of the District. District badges are for official use only.

The district badge, uniform patch or any likeness thereof shall not be used for personal or private reasons including, but not limited to, letters, memoranda or electronic communications, such as email, websites or Web pages.

Members may not use the district badge, uniform patch or district name in any material (printed matter, products or other items) without approval of the Fire Chief.

Members shall not loan their district badge to others and shall not permit the badge to be reproduced or duplicated.

#### 1030.6 PERMITTED BADGE USE BY MEMBER GROUPS

##### **Best Practice**

The likeness of the district badge shall not be used by any member group without the express prior authorization of the Fire Chief and shall be subject to the following:

# Superstition Fire & Medical District

## Policy Manual

### *Badges*

---

- (a) The member associations may use the likeness of the district badge for merchandise and official association business provided the merchandise is used in a clear representation of the association and not the Superstition Fire & Medical District. The following modifications shall be included:
1. Any text referring to the Superstition Fire & Medical District shall be replaced with the name of the member association.
  2. The badge number portion of the image shall display the name or acronym of the member association.

# Identification Cards

## 1031.1 PURPOSE AND SCOPE

**Best Practice**

The purpose of this policy is to establish the guidelines for issuing and possessing Superstition Fire & Medical District identification cards. Any image or likeness of the identification card and the name of the Superstition Fire & Medical District are the property of the District and their use shall be restricted as specified in this policy.

## 1031.2 POLICY

**Best Practice**

It is the policy of the Superstition Fire & Medical District that identification cards shall be issued to all district members. All members shall be in possession of their district-issued identification card at all times while on-duty or otherwise acting in an official or authorized capacity. The use and display of district identification cards shall be in compliance with this policy.

## 1031.3 IDENTIFICATION CARD CONTENT

**Best Practice** **MODIFIED**

District-issued identification cards shall include the following information:

- The district name
- An image of the districtmaltese
- A photograph of the member
- The full name of the member
- The member's employee identification number
- The date of hire
- A statement indicating that the identification card is the property of the Superstition Fire & Medical District and that if found, the card must be returned to the District

## 1031.4 RETIREE IDENTIFICATION CARD

**Best Practice**

Upon honorable retirement members may be issued a retiree identification card. The card shall clearly indicate that the holder is a "Retired" member of the District.

## 1031.5 UNAUTHORIZED USE

**Best Practice**

District identification cards may not be displayed for any purpose other than official use.

Members may not use an image or likeness of the district identification card in any material (printed matter, products or other items) without prior written approval from the Fire Chief.

# Superstition Fire & Medical District

## Policy Manual

### *Identification Cards*

---

Members shall not loan district identification cards to others and shall not permit the identification card to be reproduced or duplicated.

#### **1031.6 LOSS OF DISTRICT IDENTIFICATION CARD**

Best Practice MODIFIED

The loss of the district identification card must be immediately reported to the Administrative Services Division. An identification card should be considered lost whenever it is not in the direct control of the member.

#### **1031.7 REPLACING IDENTIFICATION CARDS**

Best Practice MODIFIED

Identification cards should be replaced whenever they become damaged, faded or otherwise difficult to read, or when the member's photograph becomes outdated or no longer presents an accurate depiction of the member.

# Occupational Disease and Work-Related Injury Reporting

## 1032.1 PURPOSE AND SCOPE

State

The purpose of this policy is to provide guidance regarding the timely reporting of occupational diseases, mental health issues and work-related injuries.

### 1032.1.1 DEFINITIONS

State

Definitions related to this policy include:

**Occupational disease or work-related injury** - An accidental injury, mental illness or occupational disease arising out of and in the course of employment. An occupational disease does not include ordinary diseases to which the general public is exposed (ARS § 23-901; ARS § 23-901.01; ARS § 23-1105).

## 1032.2 POLICY

State

The Superstition Fire & Medical District will address occupational diseases, mental health issues and work-related injuries appropriately, and will comply with applicable state workers' compensation requirements (ARS § 23-901 et seq.).

## 1032.3 RESPONSIBILITIES

Best Practice

### 1032.3.1 MEMBER RESPONSIBILITIES

Best Practice

A member sustaining any occupational disease or work-related injury shall report such event to a supervisor as soon as practicable, but within 24 hours, and shall seek medical care when appropriate.

### 1032.3.2 SUPERVISOR RESPONSIBILITIES

State MODIFIED

A supervisor learning of any occupational disease or work-related injury should ensure the member receives medical care as appropriate and should notify the Battalion Chief of the reported occupational disease or work-related injury.

Supervisors shall ensure that required workers' compensation documents regarding the occupational disease or work-related injury are completed and forwarded to the Battalion Chief promptly. Any related Districtwide disease- or injury-reporting protocol shall also be followed.

# Superstition Fire & Medical District

## Policy Manual

### *Occupational Disease and Work-Related Injury Reporting*

---

The Fire Chief or designee shall determine whether the Line-of-Duty Death and Serious Injury Notification and the Illness and Injury Prevention Program policies apply and take additional action as required.

#### 1032.3.3 BATTALION CHIEF RESPONSIBILITIES

**Best Practice** **MODIFIED**

The Battalion Chief who receives a report of an occupational disease or work-related injury should review the report for accuracy and determine what additional action should be taken. The report shall then be forwarded to the Fire Chief, the District's risk management entity and the Administrative Services Director to ensure any required Arizona Division of Occupational Safety and Health (ADOSH) reporting is completed as required in the Illness and Injury Prevention Plan identified in the Illness and Injury Prevention Program Policy.

#### 1032.3.4 FIRE CHIEF RESPONSIBILITIES

**Federal**

The Fire Chief shall review and forward copies of the report to the Department of Human Resources. Copies of the report and related documents retained by the District shall be filed in the member's confidential medical file.

#### 1032.4 OTHER DISEASE OR INJURY

**Best Practice** **MODIFIED**

Diseases and injuries caused or occurring on-duty that do not qualify for workers' compensation reporting shall be documented on the designated report of injury form, which shall be signed by a supervisor. A copy of the completed form shall be forwarded to the appropriate Assistant Chief/Director through the chain of command and a copy sent to the [Administrative Services Director](#).

Unless the injury is extremely minor, this report shall be signed by the affected member, indicating that he/she desired no medical attention at the time of the report. By signing, the member does not preclude his/her ability to later seek medical attention.

#### 1032.5 SETTLEMENT OFFERS

**Best Practice** **MODIFIED**

When a member sustains an occupational disease or work-related injury that is caused by another person and is subsequently contacted by that person, his/her agent, insurance company or attorney and offered a settlement, the member shall take no action other than to submit a written report of this contact to the Fire Chief and the Administrative Services Director as soon as possible.

##### 1032.5.1 NO SETTLEMENT WITHOUT PRIOR APPROVAL

**Best Practice** **MODIFIED**

No less than 10 days prior to accepting and finalizing the settlement of any third-party claim arising out of or related to an occupational disease or work-related injury, the member shall provide the Fire Chief with written notice of the proposed terms of such settlement. In no case shall the member accept a settlement without first providing written notice to the Fire Chief and the Administrative Services Director. The purpose of such notice is to permit the District to determine whether the

# Superstition Fire & Medical District

Policy Manual

## *Occupational Disease and Work-Related Injury Reporting*

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offered settlement will affect any claim the District may have regarding payment for damage to equipment or reimbursement for wages against the person who caused the disease or injury, and to protect the District's right of subrogation, while ensuring that the member's right to receive compensation is not affected.

# Temporary Modified-Duty Assignments

## 1033.1 PURPOSE AND SCOPE

Best Practice **MODIFIED**

This policy establishes procedures for providing temporary modified-duty assignments. This policy is not intended to affect the rights or benefits of employees under federal or state law, District rules or current memorandum of understanding. For example, nothing in this policy affects the obligation of the District to engage in a good faith, interactive process to consider reasonable accommodations for any employee with a temporary or permanent disability that is protected under federal or state law.

## 1033.2 POLICY

Best Practice

Subject to operational considerations, the Superstition Fire & Medical District may identify temporary modified-duty assignments for employees who have an injury or medical condition resulting in temporary work limitations or restrictions. A temporary assignment allows the employee to work, while providing the District with a productive employee during the temporary period.

## 1033.3 GENERAL CONSIDERATIONS

Best Practice **MODIFIED**

Priority consideration for temporary modified-duty assignments will be given to employees with work-related injuries or illnesses that are temporary in nature. Employees having disabilities covered under the Americans with Disabilities Act (ADA) shall be treated equally, without regard to any preference for a work-related injury.

No position in the Superstition Fire & Medical District shall be created or maintained as a temporary modified-duty assignment.

Temporary modified-duty assignments are a management prerogative and not an employee right. The availability of temporary modified-duty assignments will be determined on a case-by-case basis, consistent with the operational needs of the District. Temporary modified-duty assignments are subject to continuous reassessment, with consideration given to operational needs and the employee's ability to perform in a modified-duty assignment.

Temporary modified-duty assignments shall generally not exceed a cumulative total of 1,440 hours for work-related illness or injury in any one-year period for fire suppression personnel. Non-suppression personnel may be allotted 480 hours of temporary modified-duty assignments in any one-year period. Any extensions to temporary modified-duty assignments fall under the discretion of the Fire Chief.

## 1033.4 PROCEDURE

Discretionary

# Superstition Fire & Medical District

## Policy Manual

### *Temporary Modified-Duty Assignments*

---

Employees may request a temporary modified-duty assignment for short-term injuries or illnesses.

Employees seeking a temporary modified-duty assignment should submit a written request to their Assistant Chief/Director or the authorized designee. The request should, as applicable, include a certification from the treating medical professional containing:

- (a) An assessment of the nature and probable duration of the illness or injury.
- (b) The prognosis for recovery.
- (c) The nature and scope of limitations and/or work restrictions.
- (d) A statement regarding any required workplace accommodations, mobility aids or medical devices.
- (e) A statement that the employee can safely perform the duties of the temporary modified-duty assignment.

The Assistant Chief/Director will make a recommendation through the chain of command to the Fire Chief regarding temporary modified-duty assignments that may be available based on the needs of the District and the limitations of the employee. The Fire Chief or the authorized designee shall confer with the Department of Human Resources or the District Counsel as appropriate.

### **1033.5 ACCOUNTABILITY**

#### **Best Practice**

Written notification of assignments, work schedules and any restrictions should be provided to employees assigned to temporary modified-duty assignments and their supervisors. Those assignments and schedules may be adjusted to accommodate district operations and the employee's medical appointments, as mutually agreed upon with the Assistant Chief/Director.

#### **1033.5.1 EMPLOYEE RESPONSIBILITIES**

##### **Best Practice**

The responsibilities of employees assigned to temporary modified duty shall include, but are not limited to:

- (a) Communicating and coordinating any required medical and physical therapy appointments in advance with their supervisors.
- (b) Promptly notifying their supervisors of any change in restrictions or limitations after each appointment with their treating medical professionals.
- (c) Communicating a status update to their supervisors no less than once every 30 days while assigned to temporary modified duty.
- (d) Submitting a written status report to the Assistant Chief/Director that contains a status update and anticipated date of return to full duty when a temporary modified-duty assignment extends beyond 60 days.

#### **1033.5.2 SUPERVISOR RESPONSIBILITIES**

##### **Best Practice**

# Superstition Fire & Medical District

## Policy Manual

### *Temporary Modified-Duty Assignments*

---

The employee's immediate supervisor shall monitor and manage the work schedule of an employee assigned to temporary modified duty.

The responsibilities of supervisors shall include, but are not limited to:

- (a) Periodically apprising the Assistant Chief/Director of the status and performance of employees assigned to temporary modified duty.
- (b) Notifying the Assistant Chief/Director and ensuring that the required documentation facilitating a return to full duty is received from the employee.
- (c) Ensuring that employees returning to full duty have completed any required training and certification.

#### **1033.6 MEDICAL EXAMINATIONS**

##### **Best Practice**

Prior to returning to full-duty status, employees shall be required to provide certification from their treating medical professionals stating that they are medically cleared to perform the essential functions of their jobs without restrictions or limitations.

The District may require a fitness-for-duty examination prior to returning an employee to full-duty status.

#### **1033.7 PREGNANCY**

##### **Federal**

If an employee is temporarily unable to perform regular duties due to a pregnancy, childbirth or a related medical condition, the employee will be treated the same as any other temporarily disabled employee (42 USC § 2000e(k)).

A pregnant employee shall not be involuntarily transferred to a temporary modified-duty assignment.

##### **1033.7.1 NOTIFICATION**

##### **Best Practice**

Pregnant employees should notify their immediate supervisors as soon as practicable and provide a statement from their medical providers identifying any pregnancy-related job restrictions or limitations. If at any point during the pregnancy it becomes necessary for the employee to take a leave of absence, such leave shall be granted in accordance with the District's personnel rules and regulations regarding family and medical care leave.

#### **1033.8 PROBATIONARY EMPLOYEES**

##### **Best Practice**

Probationary employees who are assigned to a temporary modified-duty assignment shall have their probation extended by a period of time equal to their assignment to temporary modified duty.

#### **1033.9 MAINTENANCE OF CERTIFICATION AND TRAINING**

##### **Best Practice**

# Superstition Fire & Medical District

Policy Manual

## *Temporary Modified-Duty Assignments*

---

Employees assigned to temporary modified duty shall maintain all certification, training and qualifications appropriate to both their regular and temporary duties, provided that the certification, training or qualifications are not in conflict with any medical limitations or restrictions. Employees who are assigned to temporary modified duty shall inform their supervisors of any inability to maintain any certification, training or qualifications.

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## Release of HIPAA-Protected Information

### 1034.1 PURPOSE AND SCOPE

**Best Practice**

The purpose of this policy is to establish a pre-authorization process for the release of a member's protected health information (PHI), which is protected by Health Insurance Portability and Accountability Act (HIPAA) regulations, in the event of an on-duty injury or illness.

### 1034.2 POLICY

**Best Practice**

It is the policy of the Superstition Fire & Medical District to allow members to complete a pre-authorization for the release of their PHI to a family member or other specific individuals in the event the member becomes injured or ill on-duty.

### 1034.3 GUIDELINES

**Best Practice**

The Fire Chief or the authorized designee should ensure procedures are in place to address:

- (a) The right of members to voluntarily complete a pre-authorization for the release of PHI to a family member or other specific individuals.
- (b) Storage and security of completed pre-authorization forms.
- (c) Supervisor access to completed forms during both business and non-business hours.
- (d) Expiration and renewal requirements for the pre-authorization form.
- (e) Situations or circumstances in which members can expect the District to release their PHI to the pre-authorized family member or other specific individual.

# Return to Work

## 1035.1 PURPOSE AND SCOPE

**Best Practice**

The purpose of this policy is to establish the process through which an employee who has been off work for an extended period of time due to an injury or illness may return to work.

### 1035.1.1 DEFINITIONS

**Best Practice**

Definitions related to this policy include:

**Interactive process** - An informal meeting between employer and employee, designed to identify the precise limitations resulting from a disability and any potential reasonable accommodations that could overcome those limitations and allow the employee to return to work, either in their usual and customary position or some other type of work.

## 1035.2 POLICY

**Best Practice**

It is the policy of the Superstition Fire & Medical District to assist injured employees, to the extent reasonably practicable, in returning to work as soon as they are medically able to perform meaningful work for the District.

## 1035.3 EMPLOYEE RESPONSIBILITIES

**Best Practice**

It is the employee's responsibility to inform the District of his/her absence and to immediately advise the District when the employee believes that he/she will be medically released to return to work, with or without restrictions. If practicable, the employee shall provide advance notice of his/her potential return to work and shall provide written medical verification of the clearance and any restrictions.

If an employee has restrictions prescribed by a qualified health care professional, it is the responsibility of the employee to ensure he/she is not performing work that violates any restriction. If the employee believes he/she has been requested or directed to perform work that violates the restrictions, the employee should make a prompt report to the Department of Human Resources.

## 1035.4 DISTRICT RESPONSIBILITIES

**Best Practice**

The District will evaluate the employee's request to return to work and the written medical verification, and will consult with the Department of Human Resources in order to make a determination whether:

- (a) The employee may return to full duty based on the medical verification provided by the employee.

# Superstition Fire & Medical District

## Policy Manual

### *Return to Work*

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- (b) The employee may return to work to a temporary modified-duty assignment and whether the District has a need that fits with the employee's restrictions.
- (c) The employee should have a fitness-for-duty evaluation.
- (d) The employee has reached a permanent and stationary rating and it is necessary to engage in an interactive process to determine a reasonable accommodation.

The Department of Human Resources, in consultation with the district representative, should make a recommendation to the Fire Chief or the authorized designee regarding the status of the employee. The Department of Human Resources should communicate with the employee about plans for the employee to return to work, after consulting with the Fire Chief or the authorized designee.

# Line-of-Duty Death and Serious Injury Notification

## 1037.1 PURPOSE AND SCOPE

**Best Practice**

The purpose of this policy is to describe the communication activities that should occur in the event a member is seriously injured or killed in the line of duty. The policy establishes a priority for notifications, outlines steps for conducting each set of notifications and identifies roles and responsibilities.

## 1037.2 POLICY

**Best Practice**

It is the policy of the Superstition Fire & Medical District to ensure, to the extent reasonably practicable, that immediate and compassionate notification is made to the family of members who are seriously injured, hospitalized or killed in the line of duty. The District shall make it a priority to offer assistance and support to the member's family.

## 1037.3 PROCEDURE

**Best Practice** **MODIFIED**

- (a) For the purposes of this policy, a serious injury or hospitalization is defined as a medical condition that is life-threatening or has the potential to disable the member for a substantial period of time, including inpatient hospitalization, amputation and loss of an eye.
- (b) The Incident Commander (IC) or Battalion Chief at the scene of the serious injury or death will immediately notify the Fire Chief or designee and provide the necessary information.
- (c) The Fire Chief or designee will be the point of contact for making assignments and will coordinate actions with the Senior Leadership Team and others.
- (d) All inquiries related to the incident should be referred to the Public Information Officer (PIO).
- (e) In the event of the death of a member, the Assistant Chief of Operations must immediately initiate the procedures in the Line-of-Duty Death and Serious Injury Investigations Policy.

## 1037.4 DEATH NOTIFICATIONS

**Best Practice** **MODIFIED**

The Fire Chief, in coordination with the Senior Leadership Team, will assign a two-person notification team to locate and inform the member's family. If more than one member has been seriously injured or killed in an incident, separate teams will be assigned to each affected family. The team should:

# Superstition Fire & Medical District

## Policy Manual

### *Line-of-Duty Death and Serious Injury Notification*

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- (a) Contact the Administrative Services Division to obtain information regarding the member's next of kin.
- (b) Call back operations staff, if necessary.

#### 1037.4.1 NOTIFICATION TEAM RESPONSE

**Best Practice**

The notification team shall make the necessary family notification as quickly as practicable, with the goal of making the notification within two hours of the Battalion Chief learning of the serious injury or death. The following should be considered when planning the notification:

#### 1037.4.2 NOTIFYING THE FAMILY

**Best Practice**

The team members should adhere to the following notification guidelines:

- (a) The team should not park directly in front of the family's home or workplace. The person who will make the notification should make introductions at the door and ask to be invited in.
- (b) In most cases, if a chaplain is part of the notification team, he/she should make the notification.
- (c) Notification should be made briefly and directly.
- (d) Information regarding precipitating factors or information that is not verified should not be provided until an investigation has been completed.
- (e) Team members should communicate the support and sympathy of the Fire Chief and all members of the District.
- (f) Team members should ask family members whether they would like the team to notify other parties, such as clergy or grief counselors.

#### 1037.4.3 NOTIFICATION OF FAMILY OUT OF THE AREA

**Best Practice** **MODIFIED**

If the immediate next of kin of the deceased employee lives more than two hours away, the Fire Chief may make arrangements to have someone in the family's area make the notification. The following should be considered:

- (a) Whether the notification should be made by the local clergy or another person in the area who has a relationship with the family or with the assistance of the local fire department/law enforcement.
- (b) Whether the fire department in the family's city of residence may be the most appropriate entity to make the notification or whether that department can assist in obtaining information about the family.
- (c) Whoever is selected to make the notification should be provided with the information contained in this policy.

# Superstition Fire & Medical District

## Policy Manual

### *Line-of-Duty Death and Serious Injury Notification*

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- (d) The notification plan must include a coordinated telephone call with the family and the Fire Chief.

#### 1037.4.4 INTERNAL DISTRICT NOTIFICATIONS

**Best Practice**

The following internal notifications should be made in advance of any media release:

- (a) All on-duty Battalion Chiefs should be notified.
- (b) All members should be notified as soon as possible after the family notification is made.

#### 1037.4.5 GOVERNING BODY AND LABOR NOTIFICATIONS

**Best Practice**

The Battalion Chief will ensure that additional notifications are made as required, after the next-of-kin notification. Notifications that are required as soon as practicable after a confirmed line-of-duty death or serious injury include the following:

- (a) Elected officials or board of directors
- (b) Fire Board of Directors
- (c) Employee labor representatives
- (d) District Health and Safety Officer, who will make the necessary notifications in coordination with the Battalion Chief
- (e) Other notifications as determined by the Fire Chief

#### 1037.4.6 EXTERNAL NOTIFICATIONS

**Best Practice**

The following external notifications will be made:

- (a) Notification to the Arizona Office of the State Fire Marshal
- (b) Notification to the Arizona Division of Occupational Safety and Health (ADOSH) of work-related fatalities within eight hours and serious injuries including all inpatient hospitalizations, amputations and losses of an eye within 24 hours
- (c) Notification to the Arizona Local Assistance State Team (AZ L.A.S.T.)
- (d) Notification to the National Institute for Occupational Safety and Health (NIOSH)
- (e) Notification to the U.S. Department of Justice Public Safety Officers' Benefit Program
- (f) Notification to the United States Fire Administration (USFA)
- (g) Notification to the National Fallen Firefighters Foundation (NFFF)
- (h) Notification to other agencies as mandated by federal and state law and local ordinance

#### 1037.5 FAMILY SUPPORT

**Best Practice** **MODIFIED**

# Superstition Fire & Medical District

## Policy Manual

### *Line-of-Duty Death and Serious Injury Notification*

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The Fire Chief should appoint a Family Support Liaison, who should refer to the Family Support Liaison Policy for duties and responsibilities.

In the event of a line-of-duty death, the Fire Chief or the authorized designee should appoint a funeral detail officer to administer the Funerals Policy.

#### **1037.6 NEWS MEDIA AND COMMUNITY RELATIONS**

##### **Best Practice**

It is the policy of the Superstition Fire & Medical District to follow the News Media and Community Relations Policy when communicating with the media. In the case of a line-of-duty death, additional considerations include, but are not limited to:

- (a) The employee's family must have received proper notification prior to any information regarding the identity of the deceased being released to the media.
- (b) All information must be validated prior to its release to the media.

The PIO or the authorized designee shall be the spokesperson on most aspects of these events. However, the announcement or confirmation of a line-of-duty death and/or the release of the employee's name should be made by the Fire Chief or the authorized designee.

Prior to confirmation that the employee's family has been notified, no details will be released concerning the death. If the news media is on-scene and are aware of the death, the PIO will simply confirm that a death has occurred and communicate the district's compassion and concern for the employee's family and colleagues. The PIO will advise the media that the full details will be provided as soon as they are known and after proper notification of next of kin has been made.

If an employee death occurs in the midst of ongoing news coverage of a fire or other emergency, the PIO will focus on handling the details concerning the death. Another trained spokesperson will be assigned to handle the media relations for the incident.

#### **1037.7 SERIOUSLY INJURED OR HOSPITALIZED EMPLOYEE**

##### **Best Practice** **MODIFIED**

Some of the notification and support procedures described in this policy for a line-of-duty death may be applied to any instance of an employee who has been seriously injured in the line of duty, except as noted below:

- (a) If the seriously injured employee has been taken to a hospital, an Assistant Chief/Director should assign the Deputy Chief or a Battalion Chief who is not involved in the incident to go to the hospital and become the hospital liaison.
- (b) The hospital liaison should establish communications with the hospital and report regularly to the Fire Chief and Senior Leadership Team on the employee's condition.
- (c) A representative of the employee's labor organization will also be sent to the hospital, if possible.

# Superstition Fire & Medical District

Policy Manual

## *Line-of-Duty Death and Serious Injury Notification*

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The hospital liaison and labor representative should work cooperatively for the benefit of the employee and his/her family. In addition, the Fire Chief should ensure close coordination with the treating medical facility.

**Governing Board Meeting – May 15, 2019**

**Agenda Item: 12**

**BOD#: 2019-05-11**

**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.

- **Senior Leadership Team**
- **Labor**

**Recommended Motion:**

N/A



**Go to Item 13**

**Go to Agenda**

**Governing Board Meeting – May 15, 2019**

**Agenda Item: 13**

**BOD#: 2019-05-12**

**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 – May 15, 2019**

**Agenda Item: 14**

**BOD#: 2019-05-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 – May 15, 2019

Agenda Item: 15

BOD#: 2019-05-13

Agenda Item Title

Adjournment

Recommended Motion:

*“Motion to adjourn the Board meeting.”*



[Go to Agenda](#)

# Appendix A

## A. Board Meeting Minutes from April 17, 2019

### Submitted By

Board Secretary Sherry Mueller

### Background / Discussion

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

### Financial Impact/Budget Line Item

N/A

### Enclosure(s)

April 17, 2019 Board Meeting Minutes





# Superstition Fire & Medical District

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

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

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

**Fleet & Facilities Services**  
1455 East 18<sup>th</sup> Avenue  
Apache Junction, AZ 85119  
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## Governing Board Meeting Minutes

### April 17, 2019

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, APRIL 17, 2019. 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 House called the meeting to order at 5:30 PM.

#### B. Pledge of Allegiance

The Pledge of Allegiance led by Clerk Kathleen Chamberlain.

#### C. Roll Call

Board Members in attendance were Chairman Todd House, Clerk Kathleen Chamberlain, Director Jason Moeller and Director Larry Strand. Director Jeff Cross was not present.

Senior Leadership Team in attendance were Fire Chief Mike Farber, Assistant Chief Richard Mooney, Assistant Chief Rick Ochs, Finance Director Roger Wood, Administrative Services Director Anna Butel and Deputy Chief Jeff Cranmer.

Legal Counsel William Whittington and Board Secretary and HR Generalist Sherry Mueller attended.

#### 1. Review and approval of the March 2019 financial reports and bank reconciliations. (BOD #2019-04-01)

**Motion** by Director Strand to approve the March 2019 financial reports and bank reconciliations.

**Seconded** by Director Moeller.

**Vote** 4 ayes, 0 nays, **MOTION PASSED.**

#### 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2019-04-02)

- **2018 Firefighter of the Year: Ryan Ledbetter**
- **2018 Transportation Services Employee of the Year: Ryan Tonelli**
- **Deputy Chief Jeff Cranmer - Promotion**



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## April Employee Service Anniversaries were recognized:

- **Tina Gerola**, Community Risk Reduction Specialist – 15 Years of Service
- **Ryan Tonelli**, Paramedic – 2 Years of Service
- **Michael Bigg**, Paramedic – 1 Years of Service

## 3. **Call to the Public. (BOD #2019-04-N/A)**

None.

## 4. **Consideration and possible approval of all consent agenda items listed below (BOD #2019-04-03):**

- A. Board Meeting Minutes from March 20, 2019

**Motion** by Director Strand to approve all consent agenda items.

**Seconded** by Director Moeller.

**Vote** 4 ayes, 0 nays, **MOTION PASSED.**

## 5. **Discussion and possible action of the recent work session for *The Working Group*. (BOD #2019-04-04)**

Discussion only, with no plan to utilize *The Working Group* at this time. There is a possibility of utilizing *The Working Group* in the future with a likely focus on Labor / Management relationships. Staff will work with Labor to identify what *The Working Group* can provide for SFMD and negotiate a price. A new proposal will be brought back to the Board of Director's at a future meeting.

**No Motion.**

## 6. **Discussion and possible approval of a Nationwide 401(a) plan. (BOD #2019-04-05)**

Finance Director Roger Wood provided an overview of implementing a Nationwide 401(a) plan. A 401(a) plan could possibly be another option to provide employees a way to defer taxes on ELBO payments they receive. It was agreed that the plan is not yet ready to be implemented and this is informational only at this time. Staff would like to have Nationwide come in and provide information and training for our employees. This item will be brought back to the Board at a future meeting.

**No Motion.**

## 7. **Discussion and possible approval of the updated Procurement Policy. (BOD #2019-04-06)**

Finance Director Roger Wood provided an overview of the updated Procurement Policy.



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**Motion** by Director Strand to approve the Procurement Policy: Documentation for the Purchase of Goods and Services, and/or Additions / Changes to Payroll with an effective date of March 1, 2019.

**Seconded** by Director Moeller.

**Vote** 4 ayes, 0 nays. **MOTION PASSED.**

## 8. Discussion and possible approval of the Sick Leave Committee Meetings results. (BOD #2019-04-07)

Fire Chief Mike Farber provided an overview of the recent Sick Leave Committee Meetings. It was decided that no action would be taken at this time regarding Sick Leave.

**No Motion.**

## 9. Discussion, presentation and possible approval of the following Policies brought for review at the March 20, 2019 Board Meeting for final approval at the April 17, 2019 Board Meeting. (BOD #2019-04-08)

- 1001 – Performance Evaluations
- 1005 – Career Tracks
- 1009 – Reporting for Duty
- 1011 – Overtime
- 1016 – Personal Projects On Duty
- 1017 – On-Duty Voting in Statewide Elections
- 1018 – Personnel Records
- 1019 – Commendation and Meritorious Service
- 1021 – Wellness and Fitness Program
- 1023 – Critical Incident Stress Debriefing
- 1024 – Workplace Violence
- 1025 – Lactation Breaks

**Motion** by Director Strand to approve policies: Performance Evaluations, Career Tracks, Reporting for Duty, Overtime, personal Projects on-Duty, On-Duty Voting in Statewide Elections, Personnel Records, Commendations & Meritorious Service, Wellness & Fitness Program, Critical Incident Stress Debriefing, Workplace Violence and Lactation Breaks.

**Seconded** by Clerk Chamberlain.

**Vote** 4 ayes, 0 nays. **MOTION PASSED.**

## 10. Discussion and presentation of the following Policies Brought for review at the April 17, 2019 Board Meeting for final approval at the May 15, 2019 Board Meeting. (BOD #2019-04-09)

\*None for this month\*



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## 11. Reports (BOD #2019-04-10)

### Senior Leadership Team (SLT):

#### Fire Chief Mike Farber

- ISO Rating reduced from 3 to 2!
- Passing of Superior Fire Chief Angel Gomez. SFMD offers deepest condolences to the Gomez family
- Passing of Mesa Firefighter Nikki Sullivan
- Firefighter of the Year recognition at the American Legion

#### Assistant Chief of Operations Richard Mooney

- Structure Fire; April 1<sup>st</sup> at 3700 S. Ironwood, A-Shift
  - Fido Bag utilized
  - Kitchen fire with no extension
- Annual Poker Run; April 12<sup>th</sup> at Harley-Davidson. Pipes and Drums present
- Training
  - April 12<sup>th</sup>; Phoenix Fire Academy
  - Recruit Firefighter's participate in the "Tarver Drill"

#### Assistant Chief of Planning & Logistics Richard Ochs

- Community Events
  - Annual April Pools Day; Saturday, April 27<sup>th</sup>
- Pierce Velocity Pumper update
- Facility Roof repairs completed
- Entrada Dell Oral growth
- EMS Event Standby
- Burning restrictions begin May 1<sup>st</sup>

#### Administrative Services Director Anna Butel

- Annual Employee Health Benefits
  - Negotiations
  - Employee Education
  - Open Enrollment
- Hiring - Transportation Services
  - Interviews begin in 2 weeks for EMT and Paramedic
- Orientation –
  - New Hire Levi Unzietig – April 23<sup>rd</sup>, 2019 (TSP Paramedic)
- Updated Organizational Chart



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- Updated Organizational Chart

## Finance Director Roger Wood

- Meeting scheduled for April 22<sup>nd</sup> further discuss health insurance options. All insurance except Vision are up for renewal. Medical insurance is the most significant cost and is still being negotiated
- The ability to balance the budget with any certainty is on hold until health insurance is resolved
- Staff and Labor have met to discuss and quantify priorities
- Staff will present detailed information at the May Board of Directors meeting
- The Tentative Budget will be presented at the June Board of Directors meeting
- The Final Budget will be presented for vote at the July Board of Directors meeting

## **12. Possible vote to go in to Executive Session. The Board may vote to go into executive session pursuant to §ARS 38-431.03(A)(3) for legal advice regarding employment educational requirements policies. (BOD #2019-04-11)**

**Motion** by Director Moeller at 6:44 p.m. to go into Executive Session pursuant to §ARS 38-431.03(A)(3) for legal advice with an attorney regarding employment educational requirements policies.  
**Seconded** by Director Strand.

**Vote 4 ayes, 0 nays. MOTION PASSED.**

## **13. Discussion and possible action regarding employment educational requirements policies.**

Chairman House recommended that we allow the educational requirements committee to complete their study and present their findings to Chief Farber for consideration by the Board of Directors by consensus.

**No Motion.**

## **14. New Business / Future Agenda Items. (BOD #2019-04-09)**

**None.**

## **15. Announcements (BOD #2019-03-N/A)**

**None.**

## **16. Adjourn (BOD #2019-03-10)**

**Motion** by Director Strand at 7:40 PM to adjourn the meeting.  
**Seconded** by Director Moeller.

**Vote 4 ayes, 0 nays. MOTION PASSED.**



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## Governing Board Approval:

\_\_\_\_\_  
Board Clerk Kathleen Chamberlain  
*Sherry Mueller*

## Appendix C

### C. Board Work Session Minutes from April 15, 2019

#### Submitted By

Board Secretary Sherry Mueller

#### Background / Discussion

The board work session 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)

April 15, 2019 Board Meeting Minutes





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## Governing Board Work Session Meeting Minutes

### April 15, 2019

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 WORK SESSION ON MONDAY, APRIL 15, 2019. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

**THIS WORK SESSION WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 4:00 PM.**

#### A. Call to Order

Chairman House called the meeting to order at 4:00 PM.

#### B. Pledge of Allegiance

The Pledge of Allegiance led by Director Strand.

#### C. Roll Call

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

Senior Leadership Team in attendance were Fire Chief Mike Farber, Assistant Chief Richard Mooney, Deputy Chief Jeff Cranmer, Finance Director Roger Wood and Administrative Services Director Anna Butel. Board Secretary and HR Generalist Sherry Mueller attended.

#### 1. Call to the Public. (BOD #2019-04-N/A)

None.

#### 2. Discussion on *The Working Group*. (BOD #2019-04-01)

Clerk Kathleen Chamberlain started the discussion off by providing some background as to why she brought *The Working Group* forward. The intention was to bring strength to the Organization. *The Working Group* may be able to assist SFMD going forward as we begin a search for a new Fire Chief in the future.

Mr. Tim Hill (Founder and President of *The Working Group*), Mr. David Leibowitz (Principal Partner) and Mr. Kevin Roche (Principal Partner) attended the work session to give a presentation on their company and what they can do for SFMD. Mr. Hill said his company could give us a nuts-and-bolts assessment of our Organization. He said there are different scopes of work (assessments) and described what a scope of work would like for SFMD. His team has Fire Department Executive Leadership hiring processes experience and could help SFMD put something together that would outline the qualifications and experience a new Fire Chief should have. They put together project teams of people who have specific experiences and expertise to serve the client's needs. Mr. Hill discussed the qualifications of himself and his other team members.



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Mr. Kevin Roche retired from the Phoenix Fire Department with 25 years, retiring as Chief of Staff. He now does consulting for Fire Departments around the Nation doing operational assessments and executive recruitments.

Mr. David Leibowitz brings a communication aspect to *The Working Group*. He has 25 years as a journalist and Public Relations Crisis Communications and Organizational Communications.

*The Working Group* could put fresh eyes on us and provide an outside organizational assessment, which could bring recommendations for our Organization. Additional considerations are cost, timing, and procurement schedule. Initially we discussed doing a 360° evaluation of the organization concerning customer service, both internal and external communications along with looking at the strategic plan.

The meeting was opened up for the Board Members to have discussion with *The Working Group* presenters. Mr. Strand mentioned that in recent months, SFMD has been rated in the top 2% of Fire Districts in the country. He asked, "How we could be improved upon?". David Leibowitz replied that his experience has been that no matter how well you are doing as a District, taking a good hard look from a neutral perspective, at what is happening, and usually produces a number of things. The process engages everybody who is involved, produces some type of efficiencies that causes cost savings and typically results in some internal and external improvements.

Chairman House stated that as a whole, he believes the District is doing very well and we are doing a good job of managing the District.

Captain John Walka stated we need to assess the "people-part" of the organization, politics and the customer service side of things.

Fire Chief Mike Farber said that although we are doing really well in many areas, he believes that we could use help in the Labor Management process. He would also like to have cancer testing for all employees.

Director Cross asked what would the range, as far as cost, for a Labor Management (personnel issues) assessment? Mr. Hill replied probably \$10,000 - \$15,000 range to start, depending on how in-depth you want to go.

Mr. Hill asked Chairman House about next steps. Chairman House replied that the Board of Directors would take their information presented under consideration.

### 3. Discussion regarding Admin moving to the Regional Training Center. (BOD #2019-04-02)

Fire Chief Mike Farber started out by saying we have been working on this issue for about 3 years. We are at a point where we would like some direction or ideas on whether we are going to buy the Regional Training Center building (or not) before we pour any more money into it.



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Director Cross said he thinks the Regional Training Center has a lot of earning potential for SFMD and believes we should move forward with trying to purchase it. We could sell the Admin building to offset the cost and possibly do a lease – purchase through the School District.

Fire Chief Farber said the original offer we made 3 years ago to purchase the Training Center was not acceptable to them. Now that we have a long-term lease (10-year lease) on this building we can also sublease. Now we sublease to the Arizona Department of Forestry. There are also other subleases that we could do if we owned it. Now it is a cost neutral operation, but having two buildings open is not advantageous or efficient.

There is about 40,000 square feet in the Training Center, and we use about 20,000 of it. We originally put over \$1 million into this building and another several hundred thousand dollars in the last 5 years. There is potentially another \$300,000 in replacement of air conditioning units needed.

Director Cross thinks that purchasing the Regional Training Center would give SFMD a huge revenue stream, it would be good to have all the Administrative staff under one roof, and this is the way the District should go. Financially, this is the next step for the District.

Chairman House is in agreement with going forward with purchasing the Regional Training Center if we can work out the financial details to make this happen.

Director Jason Moeller said we did a walk-through of the Regional Training Center about 3 years ago and there was a lot of stuff falling down, roof, air conditioners, interiors, etc.

Finance Director Roger Wood added that the cost of renovating the rest of the building would be about \$4 million on top of the price of the building. We need to look at the full price tag and give it a long horizon.

Clerk Chamberlain said she is concerned about the cost of the upkeep of the Regional Training Center. Her other concern is over the accessibility to the public in the Training Center.

Administrative Services Director Anna Butel stated that currently, the public does use that facility for things like plan reviews, permits, CPR classes, etc. The public is aware that we operate from that facility.

#### 4. Adjourn (BOD #2019-04-03)

**Motion** by Director Strand at 5:25 PM to adjourn the meeting. **Seconded** by Clerk Chamberlain.

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

#### **Governing Board Approval:**



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Board Clerk Kathleen Chamberlain  
*Sherry Mueller*

## Appendix D

### D. Global Purchase Order for Second Set of Turn-Outs

#### Submitted By

Finance Director Roger Wood

#### Background / Discussion

Within the FY 2018 / 2019 budget, the District budgeted for a second set of turnouts for each firefighter that did not already have a second set within the Capital Replacement (200) Fund. The budget was constructed so that if the grant that was applied for was denied, sufficient funds would be budgeted for the purchase of necessary turnouts.

To ensure compliance with the District's Procurement Policy, Accounting has prepared a Global Purchase Order (GPO #016492) in the amount of \$143,359.30 to cover the total purchase of all necessary second set of turnouts. All individual turnout purchases will be tiered to this GPO. Due to the total of the GPO, per the Procurement Policy the Board needs to approve the GPO.

This is an Accounting procedural administrative item.

Staff recommends the Board approve GPO #016492, and that the Board Chairperson sign the GPO for audit purposes.

#### Financial Impact/Budget Line Item

N/A

#### Enclosure(s)

Global Purchase Order #016492 – Matlick Enterprises Inc. dba United Fire Equipment





**Superstition Fire & Medical District**

565 N Idaho Road  
Apache Junction, AZ 85119



**Purchase Order**

**TO:** Matlick Enterprises Inc dba  
United Fire Equipment  
335 N 4th Ave  
Tuscon AZ 85705

**Ship To:** Support Services  
1455 E 18th Ave  
Apache Junction AZ 85219

Date: April 1, 2019  
Vendor ID: UNI001  
Purchase Order #: 016492  
Requisition #: 15,601  
Buyer: BC  
Created by: JDB  
Created Date: 4/1/2019  
Updated By:  
Updated Date:

Order Description: 2nd Set Turnouts / Coat & Pants

Line	AJFD Product #	Description	GL Acct #	Quantity	Unit Price	Amount
1	SPPECOAT	Fire Coat	200707274040	70	1191.62	\$83,413.40
2	SPPEPANT	Fire Pant	200707274040	70	856.37	\$59,945.90

Total \$143,359.30

\_\_\_\_\_  
Purchasing Manager

\_\_\_\_\_  
Fire Chief