

VERSION 1.1  
April 21, 2021



# BOARD OF DIRECTORS MEETING

APRIL 21, 2021

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

KATHLEEN CHAMBERLAIN, BOARD CHAIRMAN

JEFF CROSS, BOARD CLERK

TODD HOUSE, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

SHAWN KURIAN, BOARD DIRECTOR



Superstition Fire & Medical District  
Board of Directors Meeting Agenda  
April 21, 2021

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Mission Statement

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

Call-in Phone Number: 1-408-418-9388

Meeting Number: 126 875 2580

Password: 1234

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The Board will hold a meeting on Wednesday, April 21, 2021. 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 March 2021 financial reports and bank reconciliations. (BOD #2021-04-01)**
- 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2021-04-02)**
- 3. Call to the Public. (BOD #2021-04)**  
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 #2021-04-03):**
  - A. Board Meeting Minutes from March 17, 2021
  - B. Executive Session Minutes from March 17, 2021
  - C. ImageTrend Vault Contract
  - D. UKG Workforce Ready Contract Amendment
- 5. Possible vote to go into Executive Session for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and for instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) regarding the final employment contract for the fire chief position. (BOD #2021-04-04)**

6. **Public Session. Discussion and possible action regarding the employment contract for the new Fire Chief, John Whitney. (BOD #2021-04-05)**
7. **Discussion and update regarding the transition of leadership for the new fire chief. (BOD #2021-04-06)**
8. **Discussion and possible approval to authorize the recognition of Fire Chief Farber for his many years of loyal and dedicated service and commitment to the District by way of presenting him with a ceremonial axe and badge set in appreciation upon his retirement. (BOD #2021-04-07)**
9. **Discussion and possible direction regarding the establishment and maintenance of a General (100) Fund Financial Reserve Policy. (BOD #2021-04-08)**
10. **Discussion and update regarding the SWAT Agreement with AJP. (BOD #2021-04-09)**
11. **Discussion and possible approval regarding the number of Battalion Chief positions for FY 21/22. (BOD #2021-04-10)**
12. **Discussion and update on hiring Firefighters for the Safer Grant and maintaining staffing levels and an update on the future hiring list. (BOD #2021-04-11)**
13. **Policy review for possible approval at the May 19, 2021 Board Meeting. (BOD #2021-04-12)**
  - 1044 – Member Speech, Expression, and Social Networking
  - 1051 – Work Schedules
  - 1052 – Special Leaves
  - 1053 – Earned Leave
14. **Reports. (BOD #2021-04-13)**
  - Senior Leadership Team (SLT):**
  - Fire Chief Mike Farber**
  - Assistant Chief of Emergency Operations Richard Mooney**
  - Assistant Chief of Planning & Logistics Richard Ochs**
  - Assistant Chief Jeff Cranmer**
  - Administrative Services Director Anna Butel**
  - Finance Director Roger Wood**
  - Captain John Walka**
15. **New Business / Future Agenda Items. (BOD #2021-04-14)**
16. **Announcements (BOD #2021-04)**
17. **Adjourn (BOD #2021-04-15)**

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: April 20, 2021

At: 0900 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 – April 21, 2021

Agenda Item: 1

BOD#: 2021-04-01

### Agenda Item Title

Review and approval of the March 2021 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 March 2021 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 **March 2021**:

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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Kathleen Chamberlain, Board Chair

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Date



March 2021

**Governing Board Meeting – April 21, 2021**

**Agenda Item: 2**

**BOD#: 2021-04-02**

**Agenda Item Title**

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

**Submitted By**

Fire 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.

**April Anniversaries**

**17 Years of Service:**

Community Risk Reduction Specialist, **Tina Gerola**

**4 Years of Service:**

Paramedic, **Ryan Tonelli**

**3 Years of Service:**

Paramedic, **Michael Bigg**

**2 Years of Service:**

Paramedic, **Levi Unzeitig**



**Go to Item 3**

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**Governing Board Meeting – April 21, 2021**

**Agenda Item: 3**

**BOD#: 2021-04-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



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**Governing Board Meeting – April 21, 2021**

**Agenda Item: 4**

**BOD#: 2021-04-03**

**Agenda Item Title**

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

- A. Board Meeting Minutes from March 17, 2021 – **Appendix A**
- B. Executive Session Minutes from March 17, 2021 - **Appendix B**
- C. ImageTrend Vault Contract – **Appendix C**
- D. UKG Workforce Ready Contract Amendment - **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 April 21, 2021.”*



**Go to Item 5**

**Go to Appendices**

**Go to Agenda**

**Governing Board Meeting – April 21, 2021**

**Agenda Item: #5**

**BOD#: 2021-04-04**

**Agenda Item Title**

Possible vote to go into Executive Session pursuant to A.R.S. §38-431.03(A)(3) for legal advice and for instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) regarding the final employment contract for the fire chief position.

Note that executive sessions are confidential pursuant to ARS §38-431.03(C)

**Submitted By**

Legal Counsel William Whittington

**Background/Discussion**

The final agreed upon contract will be discussed between the Board of Directors for the new Fire Chief, John Whitney.

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

N/A

**Enclosure(s)**

N/A

**Recommended Motion**

*“Motion to go into Executive Session pursuant to A.R.S. §38-431.03(A)(3) at (STATE TIME) for legal advice and for instructions to legal counsel pursuant to A.R.S. §38-431.03(A)(4) re: the final employment contract for the fire chief position”.*



**Go to Item 6**

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**Governing Board Meeting – April 21, 2021**

**Agenda Item: #6**

**BOD#: 2021-04-05**

**Agenda Item Title (Public Session)**

Public Session. Discussion and possible approval regarding the employment contract for the new Fire Chief, John Whitney.

**Submitted By**

Legal Counsel William Whittington

**Background/Discussion**

The employment contract is finalized and will be discussed and possibly approved in the public session.

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

**Enclosure(s)**

N/A

**Recommended Motion**

*“Motion to approve the contract for the new Fire Chief by the Board of Directors and the Board Chair is authorized to execute the contract for the new Fire Chief.”*



**Go to Item 7**

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**Governing Board Meeting – April 21, 2021**

**Agenda Item: #7**

**BOD#: 2021-04-06**

**Agenda Item Title**

Discussion and update regarding the transition of leadership for the new fire chief.

**Submitted By**

Board Director Jeff Cross

**Background/Discussion**

The transition process will be discussed.

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

**Enclosure(s)**

N/A

**Recommended Motion**

*No Motion*



**Go To Item 8**

**Go to Agenda**

**Governing Board Meeting – April 21, 2021**

**Agenda Item: #8**

**BOD#: 2021-04-07**

**Agenda Item Title**

**Discussion and possible approval to authorize the recognition of Fire Chief Farber for his many years of loyal and dedicated service and commitment to the District by way of presenting him with a ceremonial axe and badge set in appreciation upon his retirement**

**Submitted By**

Board Chair Kathleen Chamberlain

**Background/Discussion**

Fire Chief Farber was hired with the Apache Junction Fire District on September 30, 1985. He retires on May 31, 2021 with nearly 36 years of service for Superstition Fire & Medical District. During his time in the district, he served as a Captain/Paramedic on Engine Company and Ladder Company Captain for 12 years. He served as a Battalion Chief on C Shift for 8 years and then served as the Assistant Chief of Operations for 2 years. As an Assistant Chief, he was also assigned to Planning & Logistics, later served as the Fire Marshal and then as the Chief Financial Officer. In June of 2017, he was assigned as the Interim Fire Chief, and by 2018 he became the district's 11<sup>th</sup> Fire Chief.

**Enclosure(s)**

N/A

**Recommended Motion**

***“Motion to authorize the recognition of Fire Chief Farber for his many years of loyal and dedicated service and commitment to the District by way of presenting him with a ceremonial axe and badge set in appreciation upon his retirement”***



**Go To Item 9**

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**Governing Board Meeting – April 21, 2021**

**Agenda Item: #9**

**BOD#: 2021-04-08**

**Agenda Item Title**

Discussion and possible direction regarding the establishment and maintenance of a General (100) Fund Financial Reserve Policy.

**Submitted By**

Finance Director Roger Wood

Fire Chief Mike Farber

**Background/Discussion**

Historically, the District has prepared annual fiscal budgets that include a Financial Reserve within the General Operating (100) Fund that, along with the annual Line of Credit, provides sufficient cash liquidity for the District to meet its payroll and payable obligations throughout the fiscal year. The District’s “practice” is to ensure the Financial Reserve is greater than 5.0% of its annual tax revenues.

The District is attempting to regain accreditation from the Commission of Fire Accreditation International (CFAI), and its Resource Allocation Criterion 4C.7 specifies that “Appropriately allocated financial resources (for the District) support the established organizational mission, the stated long-term plan, goals and objectives, maintain the quality of programs, and services.” As such “The District has adopted a general fund reserve policy and established a time frame to meet established reserve fund levels.”

Accounting Staff will present an historical review of the level of Financial Reserve maintained in the past few fiscal years, and provide alternatives for the Board’s consideration towards establishing a Policy providing guidelines on the level of Financial Reserve to be established in future fiscal years.

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

N/A

**Enclosure(s)**

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

**Recommended Motion**

“TBD”



**Go To Item 10**

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**Governing Board Meeting – April 21, 2021**

**Agenda Item: #10**

**BOD#: 2021-04-09**

**Agenda Item Title**

Discussion and update regarding the SWAT Agreement with AJPD.

**Submitted By**

Fire Chief Mike Farber

**Background/Discussion**

Staff has been working with the Apache Junction City Manager and Assistant Manager on revising our Intergovernmental Agreement (IGA) between the District and The City of A.J. The SWAT Team was in existence for 32 years, until 2015 based on the relationship of the previous administration and the Apache Junction Police Department. Currently, we have six Fire District SWAT Medics who have successfully completed the testing process and have been training with AJPD for the past 7 months on a voluntary basis during off-duty time.

The City of A.J. has been covering equipment and training costs for our personnel. Currently, the City Staff has worked with their insurance carrier to cover our personnel when on SWAT assignments.

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

**Enclosure(s)**

N/A

**Recommended Motion**

"N/A"



**Go To Item 11**

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**Governing Board Meeting – April 21, 2021**

**Agenda Item: #11**

**BOD#: 2021-04-10**

**Agenda Item Title**

**Discussion and possible approval regarding the number of Battalion Chief positions for FY 21/22**

**Submitted By**

Fire Chief Mike Farber

**Background/Discussion**

Several months ago, Chief Farber met with each Board Member individually. He discussed the financial benefits of having a sworn EMS Coordinator in this role as opposed to a civilian EMS Coordinator.

In addition to the financial benefits, there is a multitude of advantages, both in training and academia with current internal candidates.

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

**Enclosure(s)**

N/A

**Recommended Motion**

*"TBD"*



**Go To Item 12**

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**Governing Board Meeting – April 21, 2021**

**Agenda Item: #12**

**BOD#: 2021-04-11**

**Agenda Item Title**

**Discussion and update on hiring Firefighters for the Safer Grant and maintaining staffing levels and an update on the future hiring list.**

**Submitted By**

Fire Chief Mike Farber

**Background/Discussion**

This is a general update on the status of the current hiring list for Firefighters in order to maintain the required 90 personnel and to ensure adequate staffing to reduce overtime and to ensure the ability to deliver adequate Fire and EMS services to our community.

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

**Enclosure(s)**

**Recommended Motion**

“N/A”



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**Governing Board Meeting – April 21, 2021**

**Agenda Item: #13**

**BOD#: 2021-04-12**

**Agenda Item Title**

Policy Review – For possible approval in the May 19, 2021 Board of Director Meeting.

**Submitted By**

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

**Background/Discussion**

Policy updates removing reference to the 42-hour work schedule and a clerical misrepresentation of the Declaration of Ideals and Code of Conduct. It is important to note that the purpose and scope of these policies is not changing. This is general housekeeping of our policies.

Deletions are noted in red strikethrough.

Additions are noted in blue and underlined.

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

N/A

**Enclosure(s)**

New Policies for Review:

- 1044 – Member Speech, Expression, and Social Networking
- 1051 – Work Schedules
- 1052 – Special Leaves
- 1053 – Earned Leave

**Recommended Motion**

*No motion at this time.*



**Go to Item 14**

**Go to Agenda**

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## Member Speech, Expression and Social Networking

### 1044.1 PURPOSE AND SCOPE

This policy is intended to address issues associated with member use of social networking sites and to provide guidelines for the regulation and balancing of member speech and expression with the needs of the District.

Nothing in this policy is intended to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor or other applicable laws. For example, this policy does not limit an employee from speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit, about matters of public concern, such as misconduct or corruption.

Members are encouraged to consult with their supervisor regarding any questions arising from the application or potential application of this policy.

#### 1044.1.1 APPLICABILITY

This policy applies to all forms of communication including, but not limited to, film, video, print media, public or private speech, and use of all Internet services, including the Web, email, file transfer, remote computer access, news services, social networking, social media, instant messaging, blogs, forums, video and other file-sharing sites.

### 1044.2 POLICY

Public employees occupy a trusted position in the community, and thus, their statements have the potential to contravene the policies and performance of this district. Due to the nature of the work and influence associated with the fire profession, it is necessary that members of this district be subject to certain reasonable limitations on their speech and expression. To achieve its mission and efficiently provide service to the public, the Superstition Fire & Medical District will carefully balance the individual member's rights against the district's needs and interests when exercising a reasonable degree of control over its members' speech and expression.

### 1044.3 SAFETY

Members should consider carefully the implications of their speech or any other form of expression when using the Internet. Speech and expression that may negatively affect the safety of the Superstition Fire & Medical District members, such as posting personal information in a public forum, can result in compromising a member's home address or family

# Superstition Fire & Medical District

## Policy Manual

### 1044 – Member Speech, Expression, and Social Networking

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ties. Members should therefore not disseminate or post any information on any forum or medium that could reasonably be anticipated to compromise the safety of any member, a member's family or associates. Examples of the type of information that could reasonably be expected to compromise safety include:

- Disclosing the address of a fellow firefighter.
- Otherwise disclosing where another firefighter can be located off-duty.

#### **1044.4 PROHIBITED SPEECH, EXPRESSION AND CONDUCT**

To meet the district's safety, performance and public-trust needs, the following is prohibited unless the speech is otherwise protected (for example, an employee speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit, on a matter of public concern):

- a. Speech or expression made pursuant to an official duty that tends to compromise or damage the mission, function, reputation or professionalism of the Superstition Fire & Medical District or its members.
- b. Speech or expression that, while not made pursuant to an official duty, is significantly linked to, or related to, the Superstition Fire & Medical District and tends to compromise or damage the mission, function, reputation or professionalism of the Superstition Fire & Medical District or its members. Examples may include:
  1. Statements that indicate disregard for the law of the state or U.S. Constitution.
  2. Expression that demonstrates support for criminal activity.
  3. Participating in sexually explicit photographs or videos for compensation or distribution.
- c. Speech or expression that could reasonably be foreseen as having a negative impact on the credibility of the member as a witness. For example, posting statements or expressions to a website that glorify or endorse dishonesty, unlawful discrimination or illegal behavior.
- d. Speech or expression of any form that could reasonably be foreseen as having a negative impact on the safety of the members of the District.
- e. Speech or expression that is contrary to the canons of the [Firefighters' Code of Ethics Declaration of Ideals and Code of Conduct](#) as adopted by the Superstition Fire & Medical District.

# Superstition Fire & Medical District

## Policy Manual

### 1044 – Member Speech, Expression, and Social Networking

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- f. Use or disclosure, through whatever means, of any information, photograph, video or other recording obtained or accessible as a result of employment with the District for financial or personal gain, or any disclosure of such materials without the express authorization of the Fire Chief or the authorized designee.

Members must take reasonable and prompt action to remove any content, including content posted by others, that is in violation of this policy from any web page or website maintained by the member (e.g., social or personal website).

#### 1044.4.1 UNAUTHORIZED ENDORSEMENTS AND ADVERTISEMENTS

Although members are not restricted from engaging in the following activities as private citizens or as authorized members of a recognized bargaining unit, members may not represent the Superstition Fire & Medical District or identify themselves in any way that could be reasonably perceived as representing the Superstition Fire & Medical District in order to do any of the following, unless specifically authorized by the Fire Chief:

- a. Endorse, support, oppose or contradict any political campaign or initiative
- b. Endorse, support, oppose or contradict any social issue, cause or religion
- c. Endorse, support or oppose any product, service, company or other commercial entity
- d. Appear in any commercial, social or nonprofit publication or any motion picture, film, video, public broadcast or on any website

Additionally, when it can reasonably be construed that a member, acting in his/her individual capacity or through an outside group or organization (e.g., bargaining group), is affiliated with this district, the member shall give a specific disclaiming statement that any such speech or expression is not representative of the Superstition Fire & Medical District.

Members retain their right to vote as they choose, to support candidates of their choice and to express their opinions as private citizens, including as authorized members of a recognized bargaining unit, on political subjects and candidates at all times while off-duty. However, members may not use their official authority or influence to interfere with or affect the result of an election or a nomination for office. Members are also prohibited from directly or indirectly using their official authority to coerce, command or advise another member to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purposes (5 USC § 1502).

#### 1044.4.2 POLITICAL ACTIVITY

# Superstition Fire & Medical District

## Policy Manual

### *1044 – Member Speech, Expression, and Social Networking*

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No member shall be prohibited from engaging in political activity, unless otherwise prohibited by law, in violation of district policy or any time a member is on-duty or in uniform.

Members shall not be coerced or required to engage in political activity.

#### **1044.5 PRIVACY EXPECTATION**

Members forfeit any expectation of privacy with regard to emails, texts or anything published, shared, transmitted or maintained through file-sharing software or any Internet site that is accessed, transmitted, received or reviewed on any district technology system.

The District reserves the right to access, audit and disclose, for whatever reason, any message, including attachments, and any information accessed, transmitted, received or reviewed over any technology that is issued or maintained by the District, including the district email system, computer network or any information placed into storage on any district system or device. This includes records of all keystrokes or Web-browsing history made at any district computer or over any district network. The fact that access to a database, service or website requires a username or password will not create an expectation of privacy if it is accessed through district computers, electronic devices or networks.

#### **1044.6 CONSIDERATIONS**

In determining whether to grant authorization of any speech or conduct that is prohibited under this policy, the factors that the Fire Chief or the authorized designee should consider include:

- a. Whether the speech or conduct would negatively affect the efficiency of delivering public services.
- b. Whether the speech or conduct would be contrary to the good order of the District or the efficiency or morale of its members.
- c. Whether the speech or conduct would reflect unfavorably upon the District.
- d. Whether the speech or conduct would negatively affect the member's appearance of impartiality in the performance of his/her duties.
- e. Whether similar speech or conduct has been previously authorized.
- f. Whether the speech or conduct may be protected and outweighs any interest of the District.

Superstition Fire & Medical District  
Policy Manual

*1044 – Member Speech, Expression, and Social Networking*

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**1044.7 TRAINING**

Subject to available resources, the District should provide training regarding member speech and the use of social networking to firefighters and supervisors.

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## Work Schedules

### 1051.1 PURPOSE AND SCOPE

The purpose of this policy is to establish the work schedule criteria and guidelines for SFMD employees.

### 1051.2 POLICY

It is the policy of the SFMD to calculate employee payroll on a biweekly pay period consisting of two individual workweeks that begin on Monday and end on Sunday. Each calendar year will consist of twenty-six pay periods.

### 1051.3 PUBLIC SAFETY AND TRANSPORTATION SERVICES SHIFT EMPLOYEES

#### 1051.3.1 PUBLIC SAFETY WORK SCHEDULE

56-Hour Schedule - The SFMD utilizes a 48/96 shift work schedule for public safety employees assigned to the Operations Division. A 48/96 work schedule consists of two consecutive 24-hour shifts on-duty followed by four consecutive 24-hour shifts off-duty, which is an average of 56 hours per workweek.

Each pay period, non-exempt public safety employees will be paid the average of 56 hours per week at their regular rate of pay for their regularly scheduled hours.

Non-exempt public safety employees are scheduled to work 144 hours in six 24-hour shifts during an 18-day tour of duty and will be paid an additional 0.5 times their regular pay rate for any scheduled hours worked in excess of 136 hours.

#### 1051.3.2 TRANSPORTATION SERVICES WORK SCHEDULE

56-Hour Schedule – The SFMD utilizes a 48/96 shift work schedule for civilian transportation services employees assigned to the Operations Division. A 48/96 work schedule consists of two consecutive 24-hour shifts on-duty followed by four consecutive 24-hour shifts off-duty, which is an average of 56 hours per workweek.

~~56-Hour Schedule – Non-exempt civilian transportation services employees assigned to a 24-hour medic unit will utilize the 48/96 work schedule consisting of two consecutive 24-hour shifts on-duty followed by four consecutive 24-hour shifts off-duty, which is an average of 56 hours per workweek.~~

~~42-Hour Schedule – Non-exempt civilian transportation services employees assigned to a 12-hour daytime medic unit will utilize a 3-4-4-3 work schedule consisting of three days on-duty,~~

# Superstition Fire & Medical District

## Policy Manual

### 1051 – Work Schedules

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~~four days off-duty, four days on-duty, and three days off-duty, which is an average of 42 hours per workweek.~~

Non-exempt civilian transportation services employees will be paid at their regular rate of pay for the first 40 hours worked in a workweek, and at 1.5 times their regular rate of pay for any hours worked in each workweek in excess of 40 hours.

#### 1051.3.3 DAILY STAFFING ASSIGNMENTS

Daily shift and station assignments are made based on adequate staffing to fill required positions within the organization. It may be necessary to adjust an employee's assigned station on a temporary or permanent basis to ensure service delivery to the community. Whenever possible, adequate notice should be given to employees that are being moved from their regularly assigned position to meet the staffing needs of the district.

Shift personnel may be assigned to a 40-hour workweek at the discretion of the Fire Chief.

#### 1051.3.4 WORK TRADES

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

1. Any employee may be denied the privilege of using a work trade by the immediate supervisor. The immediate supervisor must provide a written response to the employee stating the reason for denying the work trade within 24 hours after being notified of the work trade.
2. A work trade may be revoked at any time prior to twenty-four (24) hours before the exchange. This can only be done by the Shift BC and written notification must be provided to the employee stating why the work trade was revoked. The employee will be able to use earn leave, when the work trade has been revoked.
3. The employee initiating the work trade must ensure the proper documentation is completed prior to the work trade. The immediate supervisor and Shift BC will be given written/email documentation of the work trade. Failure to do so will result in disciplinary action.
4. Employees must follow established administrative policies for using work trades.
5. Telestaff or other established electronic staffing module will be used as the tracking and record keeping system.
6. Hours worked as a result of work trades are not eligible for overtime compensation.

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### 1051 – Work Schedules

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7. Probationary employees are not permitted to participate in work trades during their first six (6) months of employment.
8. Employees may not compensate another employee for accepting the work trade. This includes but not limited to the following: cash, work services, gift cards or vouchers.
9. Employees must repay all work trades within two-year of the date of the first requested work trade or the employee may have their work trade privileges suspended.
10. Employees may donate work trades for injured or sick employees, if the employees working for the injured or sick employee are in the same job classification (Capt./Capt., Eng./Eng., FF/FF, TSP EMT/TSP EMT & TSP CEP/TSP CEP) or have the ability to act as in the position of the injured or sick employee. These work trades must be coded as a donated work trade and the Shift BC has the discretion to allow an out of class work trade.
11. Employees may not have more than 120 hours of unpaid/unworked work trade hours with any one employee.
12. The maximum number of work trade hours per employee per calendar year is 1440 hours.
13. Overtime shifts are not eligible for work trades.
14. An employee who fails to report for an agreed upon work trade or uses sick time will be charged sick time for the hours of the work trade.

#### 1051.3.5 OVERWORKED STATUS AND MANDATORY REST PERIODS

Public safety and transportation services employees may work a maximum of 72 consecutive hours. When an employee has worked 72 consecutive hours, they shall be considered in overworked status and will require a minimum of 12 hours off-duty as a mandatory rest period before returning to work.

#### 1051.4 40-HOUR DAYTIME EMPLOYEES

##### 1051.4.1 WORK SCHEDULE

The SFMD utilizes a 4/10 daytime work schedule for non-exempt employees that are not assigned to public safety or transport services shift work. The regular workweek is 40 hours, consisting of four 10-hour workdays between Monday and Thursday.

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All non-exempt daytime employees will be paid at their regular rate of pay for the first 40 hours in a workweek, and at 1.5 times their regular rate of pay for any hours worked in each workweek in excess of 40 hours.

Exception: Senior administrators and professionals including public safety command staff members who are FLSA exempt positions.

1. Civilian employees should arrive no sooner than 0645 hours and be ready to start the workday at 0700 hours. Employees who are assigned to a 40-hour flex schedule may be excluded at the direction of the Fire Chief.
2. Non-exempt FLSA employees receive one (1) hour for lunch and should work out lunch schedules between them. Supervisors may need to reschedule employees lunch hours at their discretion in order to provide telephone coverage for the administrative office(s).
3. Non-exempt FLSA employees are also permitted two (2) 20-minute breaks - approval
4. 20-minute breaks scheduled equally during the mid-morning and mid-afternoon work periods.
5. Beginning and ending the workday at other times is not permitted except with approval of the employee's supervisor.
6. The Fire Chief may adjust employees work schedules to accomplish the SFMD's mission.

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## Special Leaves

### 1052.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the administration of special leaves.

### 1052.2 POLICY

It is the policy of the SFMD that full-time employees are eligible for various types of special leave as provided by the SFMD compensation and benefits plan.

### 1052.3 BEREAVEMENT LEAVE

Bereavement Leave is provided as an employee benefit to allow members the opportunity to grieve or address other matters related to the death of a close family member.

Management reserves the right to request an obituary or other evidence of death as soon as possible following the bereavement request. When proof of death is requested and the employee fails to provide such evidence after a reasonable amount of time, the employee's Sick Leave or Vacation Leave balance may be utilized in lieu of the Bereavement Leave time taken.

If a request is discovered to have been made fraudulently or in bad-faith, correction action may be warranted.

In cases where an interpretation of immediate or non-immediate family members may be necessary, the Fire Chief or designee will make a determination.

#### 1052.3.1 IMMEDIATE FAMILY

In the event of a death of an immediate family member, full-time employees shall receive up to seven consecutive days of Bereavement Leave. The start of the 7-day period will be determined by the employee and their respective supervisor or Battalion Chief.

An Assistant Chief or Director may approve Bereavement Leave requests beyond what is allotted per policy. The approved requests shall utilize the employee's Sick Leave balance. Vacation Leave may be used if there are available vacation positions.

For the purposes of this policy, the immediate family will be defined as:

- The spouse or domestic partner of the employee;
- The parent or step-parent of the employee or the employee's spouse/domestic partner; (A relative, who, because of family circumstances, has been a parent substitute to the

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employee or the employee's spouse/domestic partner, may be considered a parent in this definition)

- The child (including unborn), step-child, sibling, or step-sibling of the employee or the employee's spouse/domestic partner;
- The grandparent or grandchild of the employee or the employee's spouse/domestic partner;
- Or any person residing in the employee's household as a member of the family

#### 1052.3.2 NON-IMMEDIATE FAMILY

In the event of a death of a non-immediate family member, full-time employees shall receive Bereavement Leave based on their assigned work schedule.

- 56-hour ~~or 42-hour~~ Work Schedule - Employees shall receive up to 12 hours of Bereavement Leave
- 40-hour Daytime Work Schedule - Employees shall receive up to 10 hours of Bereavement Leave

For the purposes of this policy, the non-immediate family will be defined as, but not limited to:

- The uncle, aunt, or cousin of the employee or the employee's spouse/domestic partner

#### 1052.4 EMERGENCY LEAVE

Employees may use Emergency Leave for essential personal matters that are beyond the control of the employee. Examples of Emergency Leave include, but are not limited to:

- Interference with transportation
- Unexpected vehicle breakdowns
- Accidents
- Arrests
- Unanticipated detainment
- Burst water pipe at the employee's home

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When it becomes apparent that Emergency Leave is needed, the employee should contact their supervisor as soon as possible. Emergency Leave will be granted at the discretion of the supervisor.

Emergency Leave will be deducted from the employee's earned leave balances in the following order:

1. Vacation Leave
2. Sick Leave
3. No Pay

An employee who improperly claims or misuses emergency leave is subject to corrective action.

### **1052.5 CIVIL LEAVE**

#### **1052.5.1 JURY DUTY**

Employees who are required to serve as jurors will receive their regular pay for up to two weeks. Additional time served will be unpaid. To avoid duplication of compensation, employees will be required to sign over any payment received for jury duty for those two weeks.

Employees are required to provide a copy of their jury summons and any additional documentation regarding the term of their jury service to the Human Resources Department for records retention.

#### **1052.5.2 SUBPOENA FOR MATTERS INVOLVING THE DISTRICT**

Any employee who is subpoenaed as a witness to court for a matter involving the SFMD or arising out of involvement with the SFMD will lose no salary or earned leave as a result of being required to appear before the court. Employees should notify their immediate supervisor or Battalion Chief immediately upon receipt of a request to appear before the court.

Employees are required to provide a copy of the subpoena or request to appear to the Human Resources Department for records retention.

#### **1052.5.3 PERSONAL LEGAL MATTERS**

Employees may be granted leave to appear in court for personal matters, whether as the plaintiff or defendant. Any time off will utilize the employee's earned leave balances.

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#### **1052.6 VICTIM LEAVE**

In the event that an employee becomes the victim of a crime, is needed to assist an immediate family member with tasks related to their being a victim, or is named the lawful representative of a victim, the employee may be granted Victim Leave.

##### **1052.6.1 VICTIM LEAVE ADMINISTRATION**

Victim Leave will be required to utilize the employee's earned leave balances. If all earned leave is exhausted, the remaining Victim Leave will be unpaid.

There is no limit on the length of leave an employee can take under this policy. However, the SFMD may limit the Victim Leave an employee may take if the leave creates an undue hardship to the organization. The term "undue hardship" is defined as a "significant difficulty and expense to the organization" and includes "consideration of the size of the organization and the organization's critical need of the employee."

For purposes of this policy, the following are defined:

- Victim: A person against whom a criminal offense or delinquent act has been committed or, if the victim is killed or incapacitated, the person's immediate family or other lawful representatives.
- Immediate Family: A spouse, parent, child, sibling, grandparent or lawful guardian.
- Lawful Representative: A person who is designated by the victim or appointed by the court to act in the best interest of the victim.

The Human Resources Department may investigate the use of Victim Leave. The misuse of Victim

Leave should be cause for corrective action, up to and including termination.

##### **1052.6.2 NOTICE REQUIREMENTS**

An employee wishing to take Victim Leave must give the following notices to their immediate supervisor and the Human Resources Department for records retention.

- A copy of the notice he/she received from law enforcement or the prosecutor regarding his/her status as a crime victim and his/her rights; and
- A copy of the notice of any scheduled proceeding, if applicable.

##### **1052.6.3 EFFECT OF VICTIM LEAVE ON BENEFITS**

The benefits of an employee utilizing Victim Leave will be administered under the following guidelines:

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- a) An employee will not lose any employee benefits accrued before the date on which they begin Victim Leave.
- b) Employees will not accrue vacation or sick leave during any unpaid Victim Leave absence.
- c) Employees may obtain full-credited service toward retirement during any unpaid absence, by paying the required retirement contribution rates at the time the unpaid leave began. However, the unpaid absence will not constitute a break in SFMD service for seniority purposes.
- d) Employees on Victim Leave will continue to receive the same group health coverage they had while in paid status with the following conditions:
  - 1. It should be the responsibility of an employee on Victim Leave to provide those payments necessary to maintain health insurance coverage.
  - 2. If an employee decides not to return to work, the SFMD is entitled to recover from the employee the cost of the health insurance premiums paid while the employee was on leave.
- e) Employees on Victim Leave may elect to continue or stop any other employee paid benefit coverage they had while in paid status with the following conditions:
  - 1. It should be the responsibility of an employee on Victim Leave to provide those payments necessary to maintain benefits coverage.
  - 2. If an employee decides not to return to work, the SFMD is entitled to recover from the employee the cost of the benefit premiums paid while the employee was on leave.

#### **1052.7 LEAVE OF ABSENCE**

The SFMD recognizes that, from time-to-time, employees will be unable to perform their assigned duties because of illness, injury, or personal reasons. Therefore, the SFMD provides the opportunity for a leave of absence for all full-time employees.

The Fire Chief may grant a leave of absence to any employee for a minimum period of one month but not to exceed one year. When considering a request for a leave of absence, the Fire Chief should consider operational needs, budget impacts, and ensure services are not compromised. A leave of absence will not be granted for the purpose of outside employment. All requests for a leave of absence will be in writing and should include the reason(s) for the request. A leave of absence without pay pertains to any full-time employee who is approved for a leave of absence but does not have Earned Leave balances available.

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A leave of absence may be granted by the Fire Chief to any employee for medical or physical recuperation on a case-by-case basis. A medical leave of absence may be used with FMLA is exhausted or when the reason(s) for the leave of absence does not meet FMLA criteria.

While on an Approved Leave of Absence:

- a) The duration of the leave of absence will not be considered as credited service with the SFMD.
- b) The duration of the leave of absence will not count toward years of credited service for Public Safety Personnel Retirement System (PSPRS) calculations
- c) There will be no accrual of vacation or sick leave during a leave of absence.
- d) The employee will be responsible for medical insurance payments during the leave of absence.
- e) The employee's anniversary and promotion dates will be adjusted to delay the date in accordance with the amount of time not worked.
- f) Upon expiration of a leave of absence, the employee will return to the position held prior to the start of the leave of absence.

### **1052.8 VOTING LEAVE**

Voting Leave will only be granted based on the criteria below:

- There are less than three consecutive hours between the opening of the polls and the beginning of the employee's shift, and
- There are less than three consecutive hours between the end of the employee's shift and the closing of the polls.

For employees assigned to a 56-hour ~~or 42-hour~~ work schedule, the on-duty Battalion Chief will determine the appropriate scheduling for employees to take Voting Leave.

For employees assigned to a 40-hour daytime work schedule, the employee's immediate supervisor will determine the appropriate scheduling for employees to take Voting Leave.

Time off for Voting Leave will be deducted from the employee's accrued leave balance.

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## Earned Leave

### 1053.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for earned leave accrual and usage.

### 1053.2 POLICY

It is the policy of the SFMD that full-time and part-time employees are eligible for various types of earned leave as provided by the SFMD compensation and benefits plan.

### 1053.3 HOLIDAYS

The SFMD recognizes ten annual holidays as listed below:

1. New Year's Day - January 1
2. Civil Rights Day - Third Monday of January
3. Presidents' Day - Third Monday of February
4. Memorial Day - Last Monday of May
5. Independence Day - July 4
6. Labor Day - First Monday of September
7. Columbus Day - Second Monday of October
8. Veterans Day - November 11
9. Thanksgiving - Fourth Thursday of November
10. Christmas - December 25

#### 1053.3.1 PUBLIC SAFETY AND TRANSPORTATION SERVICES EMPLOYEES

Public safety and transportation services employees assigned to a 56-hour or 42-hour work schedule ~~will be~~ paid 11.20 holiday incentive hours for each of the ten holidays, regardless of whether they are scheduled to work on the holiday. Holiday incentive hours ~~will be~~ paid at the employee's regular pay rate and will not be included in calculating any overtime.

~~The number of holiday incentive hours will be based on the employee's assigned work schedule on the day each holiday falls.~~

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<del>56-Hour Schedule (48/96)</del>	<del>11.20 hours</del>
<del>42-Hour Schedule (3-4-4-3)</del>	<del>8.40 hours</del>

### 1053.3.2 40-HOUR DAYTIME EMPLOYEES

Employees assigned to a 40-hour daytime schedule will be given one workday off for each of the ten holidays.

Holidays that occur on Friday or Saturday will be observed on the previous Thursday. Holidays that occur on Sunday will be observed on the following Monday.

## 1053.4 VACATION LEAVE

### 1053.4.1 VACATION ADMINISTRATION AND ACCRUAL RATES

Full-time employees will begin to accrue vacation leave from their date of hire. Vacation leave is available for use immediately after an employee receives their first paycheck. Use of vacation leave should be administered under the following guidelines:

- a) Vacation will be accrued each pay period based on the employee's assigned work schedule and years of service, according to the accrual schedule below.
- b) Employees must have enough accrued hours to cover the entire vacation leave requested. Employees may not schedule vacation leave based on hours they will accumulate in the future.
- c) Employees may not schedule vacation leave more than one year in advance.
- d) The vacation block requested must be available, and the request should be made at the appropriate time prior to the start of shift/workday, depending on the division the employee is assigned.
- e) Employees will not accrue vacation leave during pay periods of uncompensated leave.
- f) The vacation leave balance for an employee transitioning between the [56-hour and 40-hour](#) ~~56-, 42-, or 40-hour~~ work schedules shall be refactored to reflect the new schedule parameters as of the effective date of the schedule transition. All accruals and leave usage following the effective date shall be accounted for using the new schedule parameters.

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Years of Service	40-Hour Daytime Employees		42-Hour Shift Employees		56-Hour Shift Employees	
	Hours Per Pay Period	Days Per Year	Hours Per Pay Period	Days Per Year	Hours Per Pay Period	Days Per Year
0 and 1	4.35	11.32	<del>4.63</del>	<del>10.04</del>	8.02	8.69
2	4.80	12.49	<del>5.10</del>	<del>11.05</del>	8.40	9.10
3	5.24	13.64	<del>5.56</del>	<del>12.05</del>	8.77	9.50
4	5.69	14.81	<del>6.04</del>	<del>13.09</del>	9.14	9.91
5	6.13	15.95	<del>6.50</del>	<del>14.09</del>	9.52	10.32
6	6.56	17.07	<del>6.95</del>	<del>15.06</del>	9.89	10.72
7	7.00	18.21	<del>7.41</del>	<del>16.06</del>	10.27	11.13
8	7.44	19.36	<del>7.87</del>	<del>17.06</del>	10.64	11.53
9	7.90	20.55	<del>8.36</del>	<del>18.12</del>	11.01	11.93
10	8.34	21.70	<del>8.82</del>	<del>19.11</del>	11.39	12.34
11+	8.78	22.84	<del>9.28</del>	<del>20.11</del>	11.79	12.78

#### 1053.4.2 PUBLIC SAFETY AND TRANSPORTATION SERVICES SHIFT EMPLOYEES

Employees assigned to a 56-hour ~~or 42-hour~~ work schedule utilize the TeleStaff scheduling software for vacation leave requests under the following guidelines:

##### a) Available Vacation Positions

1. A maximum of three public safety employees may be authorized to take vacation leave at any time during a shift.
2. A maximum of one transportation services employee may be authorized to take vacation leave at any time during a shift.
3. The Battalion Chief will not count against any vacation leave positions.

##### b) Minimum Vacation Blocks

1. Employees on a 56-hour ~~or 42-hour~~ work schedule must schedule vacation leave in a minimum of a 4-hour block and may increase in quarter-hour increments thereafter.
2. Vacation leave taken between the hours of 1900 and 0700 must be taken as one 12-hour block.

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3. Vacation leave starting prior to 1900 may utilize the 4-hour minimum.
- c) The Battalion Chief will use a random lottery to determine which employees will be authorized to take vacation leave on these days. For these days, a fourth suppression vacation position will be available.
1. Independence Day - July 4
  2. Thanksgiving - Fourth Thursday of November
  3. Christmas Eve - December 24
  4. Christmas - December 25
- d) Employees on military leave will not count towards the available vacation positions.

#### **1053.4.3 40-HOUR DAYTIME EMPLOYEES**

Administration of vacation leave for 40-hour daytime employees will use the following guidelines:

- a) Employees must submit an email request to their direct supervisor for all vacation leave requests.
- b) Employees should attempt to give at least 1 hour of advance notice for any vacation leave request. However, vacation leave may be approved within a shorter time frame at the supervisor's discretion.

#### **1053.5 SICK LEAVE**

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

Sick employees are generally expected to remain at home unless they are hospitalized, visiting their doctor, or acting pursuant to a physician's instructions for care.

Employees are prohibited from engaging in any other employment while utilizing sick leave.

##### **1053.5.1 SICK LEAVE ADMINISTRATION**

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

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- a) For the employee's or their care of a family member's:
- mental or physical illness, injury, or health condition;
  - need for medical diagnosis, care, or treatment of mental or physical illness, injury, or health condition;
  - or the need for preventive medical care.
- b) Due to domestic violence, sexual violence, abuse or stalking, provided the leave is to allow the employee to obtain any of the following for the employee or the employee's family member:
- Medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual violence, abuse or stalking;
  - Services from a domestic violence or sexual violence program or victim services organization.
  - Psychological or other counseling;
  - Relocation or taking steps to secure an existing home due to the domestic violence, sexual violence, abuse or stalking;
  - Legal services, including but not limited to preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic violence, sexual violence, abuse, or stalking.
- c) Or any other reason authorized by Arizona law.

For purposes of this policy family member means:

- a) Child - Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, or an individual to whom the employee stood in loco parentis when the individual was a minor;
- b) Parent - A biological, foster, step-parent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child;

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- c) Spouse or Domestic Partner - A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
- d) Grandparent - A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner;
- e) Or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

#### 1053.5.2 SICK LEAVE ACCRUAL RATES

Employees will begin to accrue sick leave from their date of hire. Sick leave is available for use immediately after an employee receives their first paycheck. Use of sick leave should be administered under the following guidelines:

- a) Sick leave will be accrued each pay period based on the employee's assigned work schedule, according to the accrual schedule below.
- b) Employees will not accrue sick leave during pay periods of uncompensated leave.
- c) The sick leave balance for an employee transitioning between the 56-, 42-, or 40-hour work schedules shall be refactored to reflect the new schedule parameters as of the effective date of the schedule transition. All accruals and leave usage following the effective date shall be accounted for using the new schedule parameters.

56-Hour Shift Employees	6.25 hours per pay period
<del>42-Hour Shift Employees</del>	<del>4.87 hours per pay period</del>
40-Hour Daytime Employees	4.64 hours per pay period
Part-Time Employees	1 hour per 30 hours worked

#### 1053.5.3 SICK LEAVING REPORTING AND DOCUMENTATION

Employees should notify the appropriate supervisor(s) of the need for sick leave under the following guidelines:

- a) Employees assigned to a 56-hour ~~56- or 42-hour~~ work schedule shall report sick leave no later than 5:30 am on the morning of their shift.
- b) Employees assigned to a 40-hour daytime work schedule shall report sick leave no later than 30 minutes prior to the start of their workday.

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A medical release from a licensed physician may be required for sick leave absences that exceed three or more consecutive work/shift days. The work release must be submitted to the employee's supervisor prior to the employee's return to work. It should include the nature of the illness or injury, any treatment involved, and if the employee is fit to return to duty. The work release shall be forwarded to the Human Resources Department for records retention.

#### **1053.5.4 SUPERVISOR RESPONSIBILITIES**

Supervisors are responsible for monitoring the sick time use of employees assigned to them on an ongoing basis to ensure that each employee's sick leave usage is within acceptable parameters. Failure by a supervisor to adequately address the issue of excessive sick leave use with their employee shall be considered a failure to perform their supervisory duties.

The SFMD considers sick leave abuse to be a very serious situation/offense. Excessive sick leave use may be indicative of underlying severe personal or emotional problems, requiring intervention from district leadership or trained peer support professionals. Sick leave abuse has the potential to cause significant disruptions to district programs and operations and often results in elevated labor costs.

#### **1053.6 LEAVE DONATION PROGRAM**

Earned leave hours may be donated to employees who have exhausted all of their earned leave and require further time off due to a serious illness or injury for themselves or a family member. Earned leave donation shall be administered under the following guidelines:

- a) To qualify, employees must have an approved Family Medical Leave (FMLA) case, an FMLA case pending approval, or other special medical circumstances. If the FMLA case is denied, the employee may be removed from the Leave Donation program at the Fire Chief's discretion.
- b) An employee can submit a request in writing to their supervisor to be placed in the Leave Donation Program when the employee has less than 40 combined hours remaining in all paid time off categories. Requests must then be forwarded to the Fire Chief or designee.
- c) The Fire Chief or designee may approve the employee's request to participate in the Leave Donation Program for an employee with the employee's verbal or written consent.
- d) Upon approval, the Fire Chief or designee will notify the organization by email that an employee has qualified for donated leave.
- e) When a qualified SFMD employee has exhausted all other leave, members of the SFMD may transfer their vacation or sick leave hours to the requesting employee.

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- f) Employees wishing to donate leave must notify the Fire Chief's designee in writing to authorize the donation of leave hours.
- g) No more than fifty percent of the donating employee's leave may be gifted to another employee.
- h) Eligible donations will remain confidential. However, a copy of the donor's request will be placed in their employee file.
- i) An employee may not donate leave time to their immediate supervisor unless special circumstances exist that may be considered and authorized by the Fire Chief or designee.
- j) Donations will be utilized hour for hour. All donated leave will be given in one (1) hour increments.
- k) Upon returning to work, any unused donated leave shall be credited back to the donating employee(s).
- l) The Fire Chief or designee may make exceptions for employees who do not meet the written criteria for enrollment in the donated leave program.

Exceptions will be issued in writing and signed by the Fire Chief or designee.

### 1053.7 EARNED LEAVE BUY OUT (ELBO)

Earned leave balances above the annual caps will be paid out in the last paycheck of each fiscal year. The pay rate for the ELBO payment will be calculated using the employee's pay rate as of June 15.

#### 1053.7.1 VACATION LEAVE CAP

The annual cap for vacation leave balance will be based on the employee's work schedule, as follows:

56-Hour Shift Employees	450 Hours
<del>42-Hour Shift Employees</del>	<del>336 Hours</del>
40-Hour Daytime Employees	320 Hours

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#### 1053.7.2 SICK LEAVE CAP

The annual cap for sick leave balance will be based on the employee's work schedule, as follows:

56-Hour Shift Employees	1,460 Hours
<del>42-Hour Shift Employees</del>	<del>1,092 Hours</del>
40-Hour Daytime Employees	1,040 Hours

#### **1053.8 SEPARATION FROM SERVICE PAYMENT**

Upon separation from service, earned leave balances will be paid out according to the following guidelines.

##### 1053.8.1 VACATION LEAVE PAYOUT

Upon any separation from service, including resignation, termination, or retirement, the employee shall be entitled to all accrued vacation leave. Final vacation leave balances will be paid out at the employee's average pay rate for the previous five years from the official date of separation.

In case of death, payment shall be paid to the beneficiary or executor of the employee's estate.

##### 1053.8.2 SICK LEAVE PAYOUT

Upon retirement, an employee's sick leave balance will be paid out according to the following guidelines:

- a) Accrued sick leave hours below the annual cap amount will be paid at 50% of the employee's total sick leave balance using the employee's average hourly pay rate for the previous five years from the official date of retirement.
- b) Accrued sick leave hours above the annual cap amount will be paid at 60% of the employee's total sick leave balance using the employee's average hourly pay rate for the previous five years from the official date of retirement.

Sick leave balances will be paid out only for retirement from the Public Safety Personnel Retirement System (PSPRS) or the Arizona State Retirement System (ASRS). Sick leave balances will not be paid out for resignations or terminations.

**Governing Board Meeting – April 21, 2021**

**Agenda Item: 14**

**BOD#: 2021-04-13**

**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 15**

**Go to Agenda**

**Governing Board Meeting – April 21, 2021**

**Agenda Item: 15**

**BOD#: 2021-04-14**

**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 16**

**Go to Agenda**

**Governing Board Meeting – April 21, 2021**

**Agenda Item: 16**

**BOD#: 2021-04**

**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 17**

**Go to Agenda**

**Governing Board Meeting – April 21, 2021**

**Agenda Item: 17**

**BOD#: 2021-04-15**

**Agenda Item Title**

Adjournment

**Recommended Motion:**

*“Motion to adjourn the Board meeting.”*



**Go to Agenda**

## Appendix A

### A. Board Meeting Minutes from March 17, 2021

#### 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)

March 17, 2021 Special Board Meeting Minutes





# Superstition Fire & Medical District

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

**Administration Office**  
565 North Idaho Road  
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## Governing Board Meeting Minutes

### March 17, 2020

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, MARCH 17, 2021. 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 (VIA CONFERENCE CALL) AND BEGAN AT 5:30 PM.**

---

#### A. Call to Order

Chairman Chamberlain called the meeting to order at 5:41 PM.

#### B. Pledge of Allegiance

The Pledge of Allegiance led by Chief Farber

#### C. Roll Call

Board Members in attendance were Chairman Kathleen Chamberlain, Clerk Jeff Cross, Director Todd House, Director Jason Moeller and Director Shawn Kurian.

Senior Leadership Team in attendance were Fire Chief Mike Farber, Assistant Chief Richard Mooney, Assistant Chief Rick Ochs, Finance Director Roger Wood, Assistant Chief Jeff Cranmer and Administrative Services Director Anna Butel. Also in attendance was Sherry Mueller, Human Resources Generalist and Board Secretary and Legal Counsel William Whittington.

#### 1. Review and approval of the February 2021 financial reports and bank reconciliations. (BOD #2021-03-01)

**Motion** by Director House to approve the February 2021 financial reports and bank reconciliations.

**Seconded** by Director Moeller

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

#### 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2021-03-02)

#### March Anniversaries

##### 15 Years of Service:

Fleet & Facilities Support Specialist **Barb Duffel**



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## 9 Years of Service:

Firefighter / Paramedic **Matt Dold**

Captain / Paramedic **Dan Elliott**

Firefighter **Wayne Emerson**

Firefighter / Paramedic **Lance Frawley**

Firefighter / Paramedic **Brian Garten**

Captain **Bryan Heun**

Captain / Paramedic **Ryan Ledbetter**

Firefighter / Paramedic **Matt Perez**

Firefighter / Paramedic **Ryan Philips**

Firefighter / Paramedic **Adam Rodriguez**

## 1 Year of Service:

Paramedic **Justin Elliott**

### 3. **Call to the Public. (BOD #2021-03-N/A)**

Due to the Covid-19 virus, the Board Meeting was a closed-door meeting to the public. A notice was posted on our website, front door, Regional Training Center and Station 264 with our conference call number and pin code if anyone from the public wanted to call in and listen to the meeting. There was no person from the public over the conference phone.

**NONE**

### 4. **Consideration and possible approval of all consent agenda items listed below (BOD #2021-03-03):**

- A. Special Board Meeting Minutes from February 11, 2021
- B. Executive Session Minutes from February 11, 2021
- C. Special Board Meeting Minutes from February 12, 2021
- D. Executive Session Minutes from February 12, 2021
- E. Board Meeting Minutes from February 17, 2021
- F. Vincere Cancer Screening Invoices (2)
- G. Mutual Ambulance Aid Agreement
- H. LifePac 15 Heart Monitor Purchase
- I. Special Board Meeting Minutes from March 8, 2021
- J. Executive Session Minutes from March 8, 2021

**Motion** by Director House to approve consent agenda items A-E and I-J, and pull F, G and H for March 17, 2021.

**Seconded** by Director Cross

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



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---

After some discussion on item **4.F**, all questions were answered.

**Motion** by Director House to approve consent agenda item **F** for March 17, 2021.

**Seconded** by Director Cross

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

After some discussion on item **4.G**, all questions were answered.

**Motion** by Chairman Chamberlain to approve consent agenda item **G** for March 17, 2021.

**Seconded** by Director House

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

After some discussion on item **4.H**, all questions were answered.

**Motion** by Chairman Chamberlain to approve consent agenda item **H** for March 17, 2021.

**Seconded** by Director Kurian

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

### 5. Discussion and possible approval of recommendation regarding elimination of longstanding interfund payable / receivable balances. (BOD #2021-03-04)

To be in compliance with GASB Statement 34, paragraph 112.a.1, Henry & Horne, LLP, the District's external audit firm, is recommending the Board develop an approach to deal with the longstanding payable / receivable balances between the 150 Transport Fund, and the 100 General Fund and the 200 Capital Fund.

The original plan for the 150 Transport Fund was for it to repay the 200 Fund for the \$1 million transferred to cover its start-up operating costs. However, the District implemented a different approach that has resulted in the 150 Fund covering \$1,113,790 of expenses normally incurred by the 100 General Fund, along with \$75,000 to the 200 Capital Fund. So in essence, the 150 Fund has repaid the initial start-up operating costs to the District.

**Motion** by Director Moeller to eliminate the June 30, 2020 interfund payable / receivable between the 100 Fund and 150 Fund, and reduce the interfund payable / receivable between the 150 Fund and 200 Fund to \$485,075.77 as of June 30, 2020.

**Seconded** by Director House

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



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### 6. Discussion and possible direction regarding the automation of Board signatures on payroll and payables checks for the District. (BOD #2021-03-05)

There was a discussion related to automating the check signing process. The following items were discussed:

- What signatures will be automated?
- Are reports for Director approval sufficient?
- How will Accounting staff be notified of Director approval?
- Constraints of the Open Meeting Laws
- District Bylaws update
- A “payables approval report example” was provided

**No Motion**

### 7. Discussion and review of Budget planning, and approval of the Tax Rates to be used in preparing the Preliminary Budget for Fiscal Year 2021/2022. (BOD #2021-03-06)

Finance Director Roger Wood provided a high level overview of the preliminary budget priorities for Fiscal Year 2021/2022 for the 100 fund and the 150 fund. In the May Board of Directors meeting, Roger will provide a detailed plan including new initiatives and by then the medical insurance renewal will be known. In the June Board of Directors meeting, Roger will present a tentative budget for consideration and approval. And then in the July Board of Directors meeting, Roger will present a final budget for consideration and approval.

**Motion** by Director House to approve the tax rate of \$3.25 per hundred dollars of secondary valuation for District operations, a \$0.25 special assessment related to the Tax Override Initiative, and \$0.15 special assessment related to the 2018 Refinancing Bond for development of the Tentative Budget for Fiscal Year 2021 / 2022.”

**Seconded** by Director Cross

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

### 8. Discussion and possible approval of Resolution #2021-03-17-14 for the annexation of the Arizona State Land Trust property. (BOD #2021-03-07)

Fire Chief Farber gave a presentation on the Arizona State Land Trust Annexation area just south of the District that will be annexed by Superstition Fire & Medical District. The broad parameters of the annexed area starts at Baseline Road and Meridian Road South to Highway 24 and East over to the Central Arizona Project Canal totaling nearly 9,500 acres. A few notable acres are excluded within these boundaries.



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---

# State Trust Land Annexation

March, 2021

Pinal County Assessor Parcel

Township 1, Range 8, Sections (as described below)

- **Section 5, Township 01S, Range 08E**
  - Borders: CAP Canal alignment (North), CAP Canal alignment (East), South border of this section (South) and West border of this section (West).
- **Section 6, Township 01S, Range 08E**
  - Borders: Baseline Road (North), the CAP Canal alignment (East), Houston Ave (South), Meridian Road (West).
- **Section 7, Township 01S, Range 08E**
  - Borders: Encompasses the entire Section (701S08E)
- **Section 8, Township 01S, Range 08E**
  - Borders: Guadalupe Road and the CAP Canal alignment (North), the CAP Canal alignment (East), the Southern border of this Section (South) and Ironwood Road (West).
  - \*Not to include the Superstition Mountain Community Facilities District #1 (Sewer District) properties, located in the North/West portion of this Section.
- **Section 9, Township 01S, Range 08E**
  - Borders: CAP Canal alignment (North), the CAP Canal alignment (East), the Southern border of this Section (South) and the West border of this section (West).
- **Section 16, Township 01S, Range 08E**
  - Borders: North alignment of this Section / CAP Canal alignment (North), the CAP Canal alignment (East), the Southern border of this Section (South) and the West border of this Section (West).
- **Section 17, Township 01S, Range 08E**
  - Borders: Encompasses the entire Section (1701S08E)
- **Section 18, Township 01S, Range 08E**
  - Borders: Encompasses the entire Section (1801S08E)
- **Section 19, Township 01S, Range 08E**
  - Borders: Encompasses the entire Section (1901S08E)
- **Section 20, Township 01S, Range 08E**
  - Borders: Encompasses the entire Section (2001S08E)



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- **Section 21, Township 01S, Range 08E**
  - Borders: North alignment of this Section (North), the CAP Canal alignment, to include a small portion of the East border (East), the Southern border of this Section (South) and the West border of this Section (West).
  
- **Section 22, Township 01S, Range 08E**
  - Borders: The CAP Canal alignment (North), the CAP Canal alignment (East), the Southern border of this Section (South) and the West border of this section (west).
  
- **Section 27, Township 01S, Range 08E**
  - Borders: The North border of this section (North), the CAP Canal alignment (East), the Southern border of this Section (South) and the West border of this section, south of the CAP Canal (West).
  
- **Section 28, Township 01S, Range 08E**
  - Borders: Encompasses the entire Section (2801S08E)
  
- **Section 29, Township 01S, Range 08E**
  - Borders: Encompasses the entire Section (2901S08E)
  
- **Section 30, Township 01S, Range 08E**
  - Borders: Encompasses the entire Section (3001S08E)
  
- **Section 31, Township 01S, Range 08E**
  - Borders: North alignment of this Section, (North), east alignment of this Section (East), the State Route 24 (Gateway Freeway) is the Southern border of this Section (South) and the **West border of this Section is McKenzie Road.** (West).
  
- **Section 32, Township 01S, Range 08E**
  - Borders: North alignment of this Section, (North), east alignment of this Section (East), the State Route 24 (Gateway Freeway) and/or the Frye Road alignment is the South border Section (South) and the West border of this Section (West).
  
- **Section 33, Township 01S, Range 08E**
  - Borders: North alignment of this Section, (North), east alignment of this Section (East), the State Route 24 (Gateway Freeway) and/or the Frye Road alignment is the South border (South) and the West border of this Section (West).
  
- **Section 34, Township 01S, Range 08E**
  - Borders: North alignment of this Section, (North), the CAP Canal alignment (East), the State Route 24 (Gateway Freeway) and/or the Frye Road alignment is the South border (South) and the West border of this Section (West).



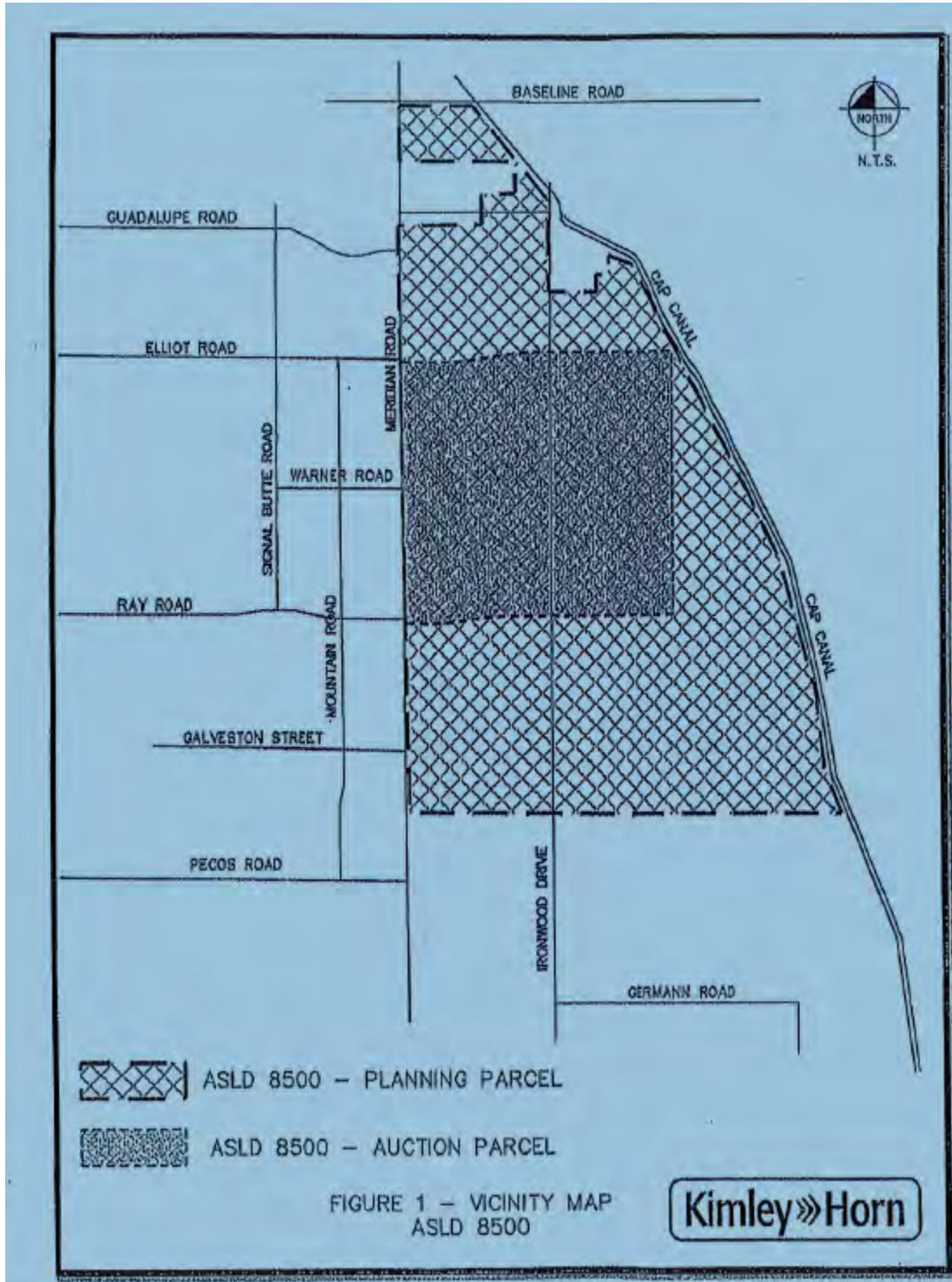
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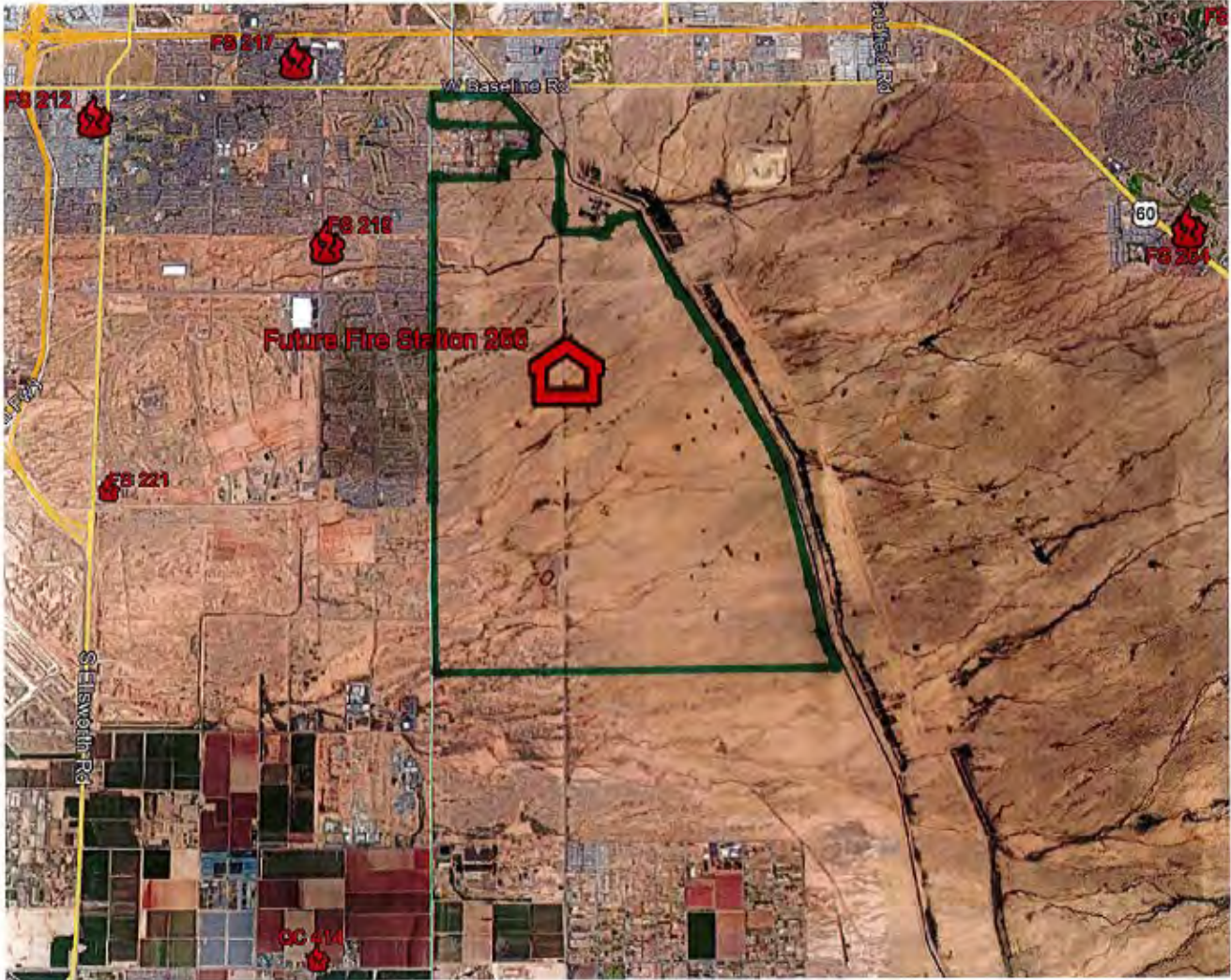
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**Motion** by Director House to approve Resolution #2021-03-17-14 for the Annexation of the Arizona State Land Trust property with the exception of Section 31 with a Western border of McKenzie Road.

**Seconded** by Director Kurian

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



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## 9. Discussion and possible approval of revision to the Promotional Testing Process. (BOD #2021-03-08)

Fire Chief Farber pulled this agenda item to be discussed at a future work session at a date to be determined.

**No Motion**

## 10. Reports (BOD #2021-03-09)

### Senior Leadership Team (SLT):

#### Fire Chief Mike Farber

- Covid-19 Sick Use
- District Shift Overtime
- Thank you to Captain Tanner Fox and Battalion Chief Dave Pohlmann for stepping-up and being willing to go back into the field when they were needed

#### Acting Assistant Chief Jeff Cranmer

- Fire Incidents
- Crew training
- TRT training
- EMS training

#### Assistant Chief Rick Ochs

##### Planning & Logistics

- No-Smoke Exhaust Systems being installed
- New Pumper delivery next week
  - Approximately 3 weeks to complete set-up.
- New Flooring at Fire Station 261

##### Fire Prevention – Community

- Community requests for Wildfire Prevention
- Tina Gerola will attend a National Fire Academy Plan Review Class, April 5-10 in Sedona
- April 17<sup>th</sup>; April Pools Day at Superstition Shadows Aquatic Center. Four, one-hour time slots are scheduled and each is limited to 50 people.

##### Growth & Development

- The Residence at Apace trail. New apartment complex planned south of Broadway road and west of Tomahawk.

#### Administrative Services Director Anna Butel

- Ultimate Kronos Group



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- 11. Possible vote to go into Executive Session pursuant to A.R.S. §38-431.03(A)(1) for personnel matters and for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and for instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) regarding possible selection of the fire chief position and consideration of the fire chief candidates qualifications; possible discussion of the terms of employment for the fire chief position; and direction to legal counsel regarding the terms of the employment contract for the fire chief position. (BOD #2021-03-10)**

*Note: Executive Sessions are confidential pursuant to A.R.S. §38-431.03(C).*

**Motion** by Director Cross to go into Executive Session at 7:37 p.m. pursuant to ARS §38-431.03(A)(1) for personnel matters and for legal advice pursuant to A.R.S. §38-431.03(A)(3) and for instructions to legal counsel pursuant to A.R.S. §38-431.03(A)(4) re: possible selection of the fire chief position and consideration of the fire chief candidates qualifications, and possible discussion of the terms of employment for the fire chief position, and direction to legal counsel regarding the terms of the employment contract for the fire chief position.

**Seconded** by Director House

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

- 12. Public Session. Discussion and possible action regarding possible selection of a candidate for the fire chief position; possible instructions to legal counsel regarding the terms of a contract for the fire chief position; possible instructions to the Board Chairman and Staff relating to the same. (BOD #2021-03-11)**

**Motion** by Director House to make a job offer to John Whitney for the fire chief position for the Superstition Fire & Medical District.

**Seconded** by Director Cross

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

Second Motion for Item #12:

**Motion** by Director Moeller to authorize legal counsel to make a formal agreement consistent with instructions received in the Executive Session and further to authorize the Board Chair to meet with candidate Whitney to discuss the terms of employment.

**Seconded** by Director Kurian

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



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---

### **13. New Business / Future Agenda Items. (BOD #2021-03-12)**

Director Cross asked for an update to be added to the April 2021 Board Meeting regarding the status of the SWAT Agreement.

### **14. Announcements (BOD #2021-03-N/A)**

Chief Farber thanked everyone for their support and concern during his recent surgery and recovery.

### **15. Adjourn (BOD #2021-03-13)**

**Motion** by Director Moeller to adjourn the meeting at **9:42 p.m.**

**Seconded** by Director House

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

### **Governing Board Approval:**

---

Board Clerk Jeff Cross

*Sherry Mueller*

## Appendix B

### B. Executive Session Minutes from March 17, 2021

#### Submitted By

Board Secretary Sherry Mueller

#### Background / Discussion

Executive Meeting Minutes are not provided to the public

#### Financial Impact/Budget Line Item

N/A

#### Enclosure(s)

No Enclosures



## Appendix C

### C. ImageTrend Vault Contract

#### Submitted By

Lauren Daniel, Information Systems Coordinator  
Anna Butel, Administrative Services Director

#### Background / Discussion

ImageTrend has recently announced that they will be sunsetting support on their legacy RescueBridge websites since the software is outdated and was replaced by Elite Rescue in 2015. The patient data on SFMD's legacy RescueBridge website will be migrated to the new ImageTrend Vault site. This will allow us to maintain the data for the appropriate length of time, and access/print records to comply with any future records requests.

#### Financial Impact/Budget Line Item

Global Software Licensing  
100-10-62105-08 and 150-10-62105-08  
\$800 annually

#### Enclosure(s)

ImageTrend Vault Contract Agreement (for review, signature to be completed via Adobe Sign)



## SOFTWARE OR SERVICES AGREEMENT AMENDMENT

Contract Details			
Original Contract Number ("Original Contract")	<b>1870</b>	Amendment Contract Number	<b>00002946.0</b>

**This Agreement** (hereinafter referred to as this "Agreement") is made as of the date executed by the last of the parties named below:

**BETWEEN:** **ImageTrend, Inc.** Minnesota corporation (hereinafter "ImageTrend")

**AND:** **Superstition Fire and Medical District** (hereinafter "Client").

The Client and ImageTrend mutually agree to the following changes to the Original Contract between Superstition Fire and Medical District and ImageTrend, Inc.

1. The purpose of this Amendment is for Client to modify the Original Contract and Client's existing product orders and/or add new product items as outlined below in the Price Sheet attachment.
2. This Amendment is coterminous with the Original Contract. The Original Contract's term remains the same. All other terms and conditions remain the same.
3. The attached Exhibit B – Service Level Agreement hereby replaces, in its entirety, Exhibit B – Service Level Agreement attached to the Original Contract.
4. Out of Scope customization is \$175.00/hour and performed only under mutually agreed upon Statement of Work.

**IN WITNESS WHEREOF:** the undersigned parties, each having authority to bind their respective organizations, hereby agree

<u>Client</u>	<u>ImageTrend</u>
<u>Signature:</u> _____	<u>Signature:</u> _____
<u>Print Name:</u> _____	<u>Print Name:</u> _____
<u>Title:</u> _____	<u>Title:</u> _____
<u>Date:</u> _____	<u>Date:</u> _____

## PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:  
10,000 Incidents annually

### Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
Vault™ Records with Attachments	ELT.001.002.036	\$800.00	1	\$800.00

**Total Recurring Fees: \$800.00**

**TOTAL YEAR 1: \$800.00**

### Send Invoices To:

Lauren Daniel  
lauren.daniel@sfmd.az.gov  
565 N. Idaho Rd.  
Apache Junction, Arizona 85119-4014

### Payment Terms:

1. "Recurring Fees" are annual fees which recur each year. They are due on each anniversary of the fee, with the start date beginning upon completion as specified by the Milestone terms below. The Recurring Fees will escalate in price annually by 3% beginning on 04/01/2022 and each year thereafter.
2. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
3. ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend's discretion, payments are consistently deficient or late.
4. All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
5. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement

### MILESTONE 1

**Contract Signature.** This Contract Signature Milestone is complete when all parties to this Agreement have signed and executed this Agreement, regardless of whether any activity has occurred or any deliverable has been provided to Client by ImageTrend.

Description	Unit Price	Quantity	Extended Amount
Vault™ Records with Attachments	\$800.00	1	\$800.00
Milestone 1 Total			\$800.00

## COLLABORATE ENROLLMENT AGREEMENT

Between Superstition Fire and Medical District (“Data Controller”) residing at 565 N. Idaho Rd., Apache Junction, Arizona 85119-4014 and ImageTrend, Inc. (“ImageTrend”), a Minnesota Corporation located at 20855 Kensington Blvd., Lakeville, Minnesota 55044 and together referred to as “the Parties”.

**WHEREAS;** ImageTrend is currently a provider of data management services and a current Business Associate to the Data Controller and the Data Controller wishes to permit ImageTrend to create a de-identified set of Data Controller’s current and future data. This Authorization hereby expands the scope of permissible data use in all Agreements between Parties.

**PURPOSE.** ImageTrend shall not sell Data Controller’s Data, nor sell the De-Identified Data, in a stand-alone fashion unconnected with other products, services, reports, or analysis. ImageTrend shall not use or disclose Data Controllers Data, except as permitted by this Agreement. The purpose of this Authorization is to enable ImageTrend to conduct analysis across multiple Data Controllers; this will allow ImageTrend to provide comparative reporting. For example, cross-jurisdiction benchmarking of ‘lights and sirens’ to on-scene time, and cross-jurisdiction benchmarking of provider administration of naloxone.

**AUTHORIZATION.** ImageTrend may create a de-identified data set of Data Controller’s data (“the De-identified Data Set”). Data Controller hereby grants ImageTrend:

- i. A non-exclusive perpetual, and irrevocable license to use, reproduce, display, make and distribute derivative or collective works of and otherwise use the Data Controller’s data, including the right to compile the data over time or combine it with other data sources and expose it to machine learning algorithms; and to create derivatives and/or collections thereof, and to license and sell De-Identified Data reports, services or analytics products as ImageTrend may develop pursuant to this Agreement.

Nothing in this Agreement changes or is intended to change the fact that Data Controller retains all ownership rights in Data Controller’s Data and ImageTrend acquires no right, title, or interest except those rights, licenses, and interests expressly provided for in this Agreement.

**DE-IDENTIFICATION METHOD.** ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as ‘Personal Information’ by State and Local data breach law (or equivalent laws). ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 ‘De-Identification of Personal Information’ (available at <http://dx.doi.org/10.6028/NIST.IR.8053>). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set.

**RIGHT TO REVOKE OR TERMINATE.** Data Controller may terminate or revoke the right to transmit or disclose data granted to ImageTrend by this Agreement at any time by providing reasonable written notice to ImageTrend and providing a commercially reasonable period of time in which to effect the termination.

**IN WITNESS WHEREOF:** the undersigned parties, each having authority to bind their respective organizations, hereby agree

Client	ImageTrend
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## PRODUCT SPECIFIC TERMS ATTACHMENT

### LEGACY DATA IMPORT AND IMAGETREND VAULT™ TERMS OF USE

“**NEMESIS**” is the National Emergency Medical Services Information System (NEMESIS), and provides standardized data formats for submission of EMS Data.

“**Legacy Data**” means data originated by any system which is not ImageTrend Elite

“**Legacy Data System**” means the particular software application which generated, stored, or created the Legacy Data.

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### IMAGETREND VAULT EMS LEGACY DATA IMPORT SPECIFICATIONS

#### IMAGETREND VAULT™ LICENSING TERMS

- Notwithstanding anything in this Agreement to the contrary, CLIENT is hereby granted the following license rights to ImageTrend Vault. All other rights not explicitly granted reserved by ImageTrend.
- Client shall have a non-transferrable, non-exclusive license to use ImageTrend Vault for the Term of this Agreement as described in this Exhibit at 1(a)(ii) below, and such license shall expire simultaneously with this Agreement.

#### TERM

- Notwithstanding anything in the Agreement to the contrary, the Term of the license to ImageTrend Vault shall be one (1) year from the date of mutual execution by the last signature to this Agreement (“Initial Term”). Upon expiration of a Term, the Term shall automatically renew under the same terms and conditions for additional subsequent one year term (“Renewal Term”), unless terminated under the terms of this Agreement or by otherwise giving the other party no less than 30 days of written notice prior to the last day of the then-current Term.
- ImageTrend reserves the right to monitor and audit the quantity of records stored in ImageTrend Vault and to increase future fees (e.g. fees on Renewal Terms or subsequent Agreements of the parties, after expiration of this Agreement or its Initial Term) in accordance with the then-current price.

#### Description

- ImageTrend Vault can store additional data fields from ImageTrend Service Bridge, Fire Bridge, State Bridge, or Rescue Bridge (“ImageTrend Version 2 Products”) products. These are the data fields beyond the NEMESIS National Data Elements but supported by ImageTrend Version 2 Products. These data fields have the ImageTrend “IT” flag in the NISE export file as exported by the ImageTrend Version 2 Products. ImageTrend Vault may also import related incident attachments and pre-existing attached PDFs from

ImageTrend Version 2 Products. ImageTrend Vault cannot accept nor store data beyond the elements identified here for legacy data ImageTrend Version 2 products. ImageTrend makes no promise to accept or store data in ImageTrend Vault except as identified herein.

- ImageTrend Vault can import NEMESIS 2.2.1 standardized Legacy Data with the following limitations:
  - i. NEMESIS 2.2.1 XML Legacy Data from non-ImageTrend vendors may be imported into ImageTrend Vault provided the NEMESIS 2.2.1 XML Legacy Data is the same compatible format as the NEMESIS 2.2.1 XML Legacy Data System's State NEMESIS submission and otherwise conforming with the NEMESIS Data Dictionary v2.2.1 available at [https://nemsis.org/media/nemsis\\_v2/documents/NEMESIS\\_Data\\_Elements\\_Definitions\\_v2.2.1.xls](https://nemsis.org/media/nemsis_v2/documents/NEMESIS_Data_Elements_Definitions_v2.2.1.xls) ("Conforming Legacy Data File"). It shall be the CLIENT and/or CLIENT Vendor's responsibility to ensure ImageTrend is supplied with a conforming NEMESIS 2.2.1 XML Legacy Data file.
  - ii. As part of the ImageTrend Vault product and service package, ImageTrend shall perform a one (1) time import of Legacy data by either 1) Importing data from CLIENT's ImageTrend Version 2 Product(s) utilizing ImageTrend tools, or 2) importing a Conforming Legacy Data File. Additional uploads, corrections or modifications to uploaded data elements, or any other activity related to importing Legacy Data after ImageTrend has completed the one-time import is out of scope. ImageTrend may or may not choose to undertake this additional work at ImageTrend's sole discretion. CLIENT shall have the option to contract ImageTrend to undertake this work per "Creation of Statements of Work" below.

## EXHIBIT B - SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement (“SLA”) guarantees your website or application’s availability, reliability and performance. This SLA applies to any site or application hosted on our network.

### 1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend’s servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company’s website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
<b>High/Site Down</b>	<ul style="list-style-type: none"> <li>- Complete shutdown or partial shutdown of one or more Software functions</li> <li>- Access to one or more Software functions not available</li> <li>- Major subset of Software application impacted that is necessary for usage of the software</li> </ul>	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
<b>Medium</b>	<ul style="list-style-type: none"> <li>- Minor subsystem failure</li> <li>-Data entry or access impaired on a limited basis.</li> </ul>	Within four (4) hours of initial notification	24 Business hours
<b>Low</b>	<ul style="list-style-type: none"> <li>- User error (i.e. training) or forgotten passwords</li> <li>- Issue can or must be delegated to local Client contact as a first level of response for resolution</li> </ul>	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

### 2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

### 3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

### 4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

## 5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

**Availability Objective:** ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

**Availability Calculation:** Availability is based on a monthly calculation. The calculation will be as follows:  $((a - b) / a) \times 100$ , where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

**Offline Capability:** The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

**Scheduled Maintenance:** ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

**Service Disruption:** Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited  
95.0% - 98.99% = 10% of monthly hosting fee credited  
90.0% - 94.99% = 15% of monthly hosting fee credited  
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

## **6. General**

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

## Appendix D

### D. UKG Workforce Ready Contract Amendment

#### Submitted By

Mike Farber, Fire Chief  
Anna Butel, Administrative Services Director  
Lauren Daniel, Information Systems Coordinator

#### Background / Discussion

This contract amendment will change the billing schedule with UKG for the Workforce Ready HR software from monthly billing to annual billing. There is no cost difference, but it will be more convenient for staff to manage payment once per year rather than each month. This is consistent with all other softwares that are paid annually (TeleStaff, ImageTrend, Target Solutions, etc.).

#### Financial Impact/Budget Line Item

\$12,960 annually

#### Year 1

Computer Software  
200-70-73520-15

#### Year 2+

Global Software Licensing  
100-10-62105-08 and 150-10-62105-08

#### Enclosure(s)

UKG Workforce Ready Contract Amendment (for review, signature to be completed via DocuSign)





**Effective Date:** March 9, 2021

**Customer:** Superstition Fire & Medical District

**AR#:** SUP1008

**UKG Representative:** Debbie Araya

**UKG Division:** Strategic - West

Re: Amendment to the Agreement (“Amendment”) between UKG Inc. (formerly known as The Ultimate Software Group, Inc.) and Customer

The parties have agreed to amend the Agreement as follows:

1. The payment terms shall be revised so that the minimum Subscription Fee shall be due annually instead of monthly in advance. The minimum annual Subscription Fee of USD 12,960.00 is due on the Effective Date of this Amendment and is payment for first year commencing on the Commencement Date and is due annually thereafter. In addition, the incremental quantity shall be invoiced monthly promptly following the end of each one month term.

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This Amendment is subject to the terms and conditions of that certain UKG Ready Software as a Service Agreement and UKG Ready Order Form between the parties with an effective date of December 9, 2020 (hereinafter collectively referred to as the “Agreement”).

All other terms and conditions of the Agreement are reaffirmed and remain unchanged by this Amendment. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will govern.

The parties agree that any signature (including but not limited to any electronic symbol attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, and the parties hereby waive any objection to the contrary. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original of this Amendment but all counterparts together, shall constitute one and the same instrument. Each counterpart may be executed by electronic signature or manual signature. Delivery of an executed counterpart of this Amendment by telecopier or facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart of this Amendment.

Superstition Fire & Medical District

UKG Inc.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: