

VERSION 1.0

July 20, 2022



# BOARD OF DIRECTORS MEETING

July 20, 2022

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

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | [sfmd.az.gov](http://sfmd.az.gov)

## BOARD OF DIRECTORS MEETING AGENDA FOR JULY 20, 2022

Call in Phone Number: 480-646-1864

Access Pin: 1234

The Board will hold a meeting on Wednesday, July 20, 2022. 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 June 2022 financial reports and bank reconciliations.**
- 2. Recognition of employee performance, achievements, and special recognition for community members.**
- 3. 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 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**

- A. Board Meeting Minutes from June 15, 2022
- B. Maricopa County Community College District EMT / Paramedic Preceptorship Agreement
- C. Adoption Agreement for Bound Tree Emergency Medical Supplies and Pharmaceuticals
- D. HeartFit for Duty, LLC, Annual Physical Agreement
- E. Replacement Engine for C66 (2008 Pierce Quantum Ladder Truck)

- 5. Public Hearing in accordance with ARS §48-805.02 in order to hear taxpayer's comments on the proposed Superstition Fire & Medical District revenue and expenditure for Fiscal Year 2022/2023.**

*Administration Office*  
565 North Idaho Road  
Apache Junction, AZ 85119

*Regional Training Center*  
3700 East 16<sup>th</sup> Avenue  
Apache Junction, AZ 85119

*Fleet Services*  
1455 East 18<sup>th</sup> Avenue  
Apache Junction, AZ 85119

6. **Discussion and possible approval of FY2022/2023 budget and adoption of Resolution #2022-07-20-01: Budget Adoption**
7. **Public Hearing in accordance with ARS §48-805 in order to hear the tax payers’s comments on the proposed Superstition Fire & Medical District’s adoption of the 2018 International Fire Code together with certain amendments, revisions and deletions attached thereto.**
8. **Discussion and possible approval of Resolution #2022-07-20-02 adopting the 2018 International Fire Code together with certain amendments, revisions and deletions as attached thereto and replacing the 2015 edition of the International Fire Code.**
9. **Discussion and possible approval regarding the revision of the SFMD Bylaws revising Article X.1 - Fire Code Adoption, to operate under the 2018 edition of the International Fire Code.**
10. **Discussion and possible approval of Policy: 1046 – Employee Corrective Action & Discipline and Policy: 1002 Promotions and Transfers.**
11. **Discussion and possible approval of a Memorandum of Understanding (MOU) between Superstition Fire & Medical District and the United Mesa Firefighters, Local 2260, Superstition Chapter and possible adoption of Resolution 2022-07-20-03.**
12. **Reports.**
  - Senior Leadership Team (SLT):**
  - Fire Chief John Whitney**
  - Assistant Chief Brian Read**
  - Transportation Services Director Billy Warren**
  - Assistant Chief Richard Mooney**
  - Administrative Services Director Anna Butel**
  - Finance Director Roger Wood**
  - Captain John Walka**
13. **New Business / Future Agenda Items.**
14. **Announcements and Document Signing.**
15. **Adjourn**

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: July 15, 2022

At: 1500 Hours

By: Sherry Mueller

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

## Governing Board Meeting – July 20, 2022

### Agenda Item: #1

#### Agenda Item Title

Review and approval of the June 2022 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 and Certificates of Participation Reserve (700) Fund. 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), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds and Certificates of Participation Reserve (700) Fund 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 June 2022 financial reports and bank reconciliations."*



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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **June 2022**:

1. Financial Statement
2. Bank Reconciliations
  - a. General (100) Fund
  - b. Transport Services (150) Fund
  - c. Capital Projects (200) Fund
  - d. Special Projects (400) Fund
  - e. Debt Principle (500) Fund
  - f. Debt Interest (600) Fund
  - g. Certificates of Participation Reserve (700) Fund

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Kathleen Chamberlain, Board Chair

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Date



June 2022

## Governing Board Meeting – July 20, 2022

### Agenda Item: 2

#### Agenda Item Title

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

#### Submitted By

Fire Chief John Whitney

Assistant Chief Richard Mooney

#### Background/Discussion

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

## July Service Anniversaries

**29 Years of Service:** Battalion Chief **Amy Brooks**

**27 Years of Service:** Battalion Chief **Brett Broman**

**26 Years of Service:**

Captain **Brian Logsdon**

**22 Years of Service:**

Captain/Paramedic **Jeff Ehrlich**

Captain **Joe Garcia**

**21 Years of Service:**

Captain/Paramedic **Mark Castaneda**

Firefighter **Dan McKinney**

**4 Years of Service:** EMT **Kelsey Christensen**

**2 Years of Service:** Paramedic **Brian Urquizo**

**1 Year of Service:**

Firefighter **David Spidle**

Firefighter **Zachary Rodenberg**



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## Governing Board Meeting – July 20, 2022

### Agenda Item: 3

#### 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 – July 20, 2022

### Agenda Item: 4

#### Agenda Item Title

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

- A. Board Meeting Minutes from June 15, 2022 – **Appendix A**
- B. Maricopa County Community College District EMT / Paramedic Preceptorship Agreement – **Appendix B**
- C. Adoption Agreement for Bound Tree Emergency Medical Supplies and Pharmaceuticals – **Appendix - C**
- D. HeartFit for Duty, LLC, Annual Physical Agreement – **Appendix D**
- E. Replacement Engine for C66 (2008 Pierce Quantum Ladder Truck) - **Appendix E**

#### Background/Discussion

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

#### Recommended Motion

*“Motion to approve the consent agenda items for July 20, 2022.”*



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**Governing Board Meeting – July 20, 2022**

**Agenda Item: 5**

**Agenda Item Title:**

Public Hearing in accordance with ARS §48-805.02 in order to hear taxpayer's comments on the proposed Superstition Fire & Medical District revenue and expenditure budget for Fiscal Year 2022/2023.

**Submitted By:**

Board Chairman Kathleen Chamberlain  
Fire Chief John Whitney

**Background/Discussion:**

This Public Hearing is required by ARS §48-805.02. Board of Directors Chairman will consider audience comments / questions on issues related to the proposed Fiscal Year 2022/2023 Revenue and Expenditure Budget. The Board of Director Chairman will close the Public Hearing after all comments have been heard.

**Financial Impact:**

N/A

**Enclosure(s):**

N/A

**Recommended Motion:**

N/A



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## Governing Board Meeting – July 20, 2022

### Agenda Item: #6

#### Agenda Item Title

Discussion and possible approval of FY2022 / 2023 Budget and adoption of Resolution 2022-07-20-01: Budget Adoption.

#### Submitted By

Fire Chief John Whitney  
Finance Director Roger Wood

#### Background/Discussion

A.R.S. 48-805(A) states “a fire district shall prepare an annual budget that contains detailed estimated expenditures for each fiscal year. The budget summary shall be posted in three public places and published on the district's official website for at least twenty days before a public hearing at a meeting called by the board to adopt the budget. Following the public hearing, the district board shall adopt a budget. A complete copy of the adopted budget shall be posted in a prominent location on the district's official website within seven business days after final adoption and shall be retained on the website for at least sixty months.”

A.R.S. 48-805(B) states “Not more than ten days after the organization of a fire district and not later than August 1 of each year after the organization, the chairman of the district board shall submit to the county board of supervisors a budget estimate that contains certifications by item and that specifies the amount of money required for the maintenance and operation of the district for the ensuing year.”

At the January 19, 2022 meeting, the Board agreed to consider adoption of the FY2022 / 2023 budget at the regularly scheduled Board meeting on July 20, 2022. At the June 15, 2022 meeting, the Board approved the FY2022 / 2023 Tentative Budget and directed Staff to post the Tentative Budget for public comment. The 20-day public comment period is now complete.

The FY2022 / 2023 Revenue and Expenditure Budget is being presented to the Board of Directors at this time for possible adoption. The Board may discuss, make amendments, or motions regarding the Budget. The FY2022 / 2023 Budget represents a tax rate of \$3.36 per hundred dollars of secondary valuation for District operations, and a \$0.125 Special Bond assessment.

Financial Impact(s)/Budget Line Item: N/A

#### Enclosure(s) (all requiring signatures)

Resolution 2022-07-20-01: Budget Adoption  
Pinal & Maricopa County Special Taxing District Annual Budget Summary – Fiscal Year 2022 / 2023  
Maricopa County Certification Pursuant to A.R.S. §48-805.02.D

#### Recommended Motion

*“Motion to adopt Resolution 2022-07-20-01: Budget Adoption, fully adopting the estimates of proposed revenues and expenditures by the Superstition Fire & Medical District for the fiscal year beginning July 1, 2022 and ending June 30, 2023 in the amount of \$31,671,363.37 and declaring that such shall establish the budget of the Superstition Fire & Medical District for Fiscal Year 2022 / 2023.”*



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**RESOLUTION 2022-07-20-01**  
**Superstition Fire & Medical District Medical**  
**BUDGET ADOPTION**

**A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, FULLY ADOPTING ESTIMATES OF PROPOSED REVENUES AND EXPENDITURES BY THE SUPERSTITION FIRE & MEDICAL DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023, DECLARING THAT SUCH SHALL ESTABLISH THE BUDGET OF THE SUPERSTITION FIRE & MEDICAL DISTRICT FOR SUCH FISCAL YEAR.**

**WHEREAS**, in accordance with the provisions of §48-805, Arizona Revised Statutes, the Governing Board did, on the fifteenth day of June 2022, made tentative estimates of the amount required to meet the public expenses for the ensuing year, and the receipts from sources other than direct taxation by the Superstition Fire & Medical District; and

**WHEREAS**, in accordance with said sections of said code, following due public notice by the District Clerk, that the tentative budget is on file and open to inspection by interested party; and

**WHEREAS**, in accordance with said provisions of the Arizona Revised Statutes, and following public notice, the Governing Board met on the twentieth day of July 2022, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures;

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

That the estimates of revenues and expenditures provided by staff now establish the finally adopted estimates of the proposed expenditures by the Superstition Fire & Medical District for the **fiscal year beginning July 1, 2022 and ending June 30, 2023**, in the amount of **\$31,671,363.37**, and declare that such shall constitute the budget of the Superstition Fire & Medical District for such fiscal year.

PASSED AND ADOPTED THIS TWENTIETH DAY OF JULY 2022, BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

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*Kathleen Chamberlain, Board Chairman*

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*Jeff Cross, Board Clerk*

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*Jason Moeller, Board Director*

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*Todd House, Board Director*

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*Shawn Kurian, Board Director*



Pinal County Special Taxing District

Annual Budget Summary

Fiscal Year 2022 - 2023

Superstition Fire & Medical District

	General Fund	Tax Override Special Assessment - Capital Fund	Debt Retirement (Principal) Fund	Debt Retirement (Interest) Fund	Total Debt Retirement (Principal & Interest) Funds	TOTALS
Cash Balance in Treasurer's Office as of June 30, 2022	\$ 2,823,232	Expired 6/30/22 \$ 2,110,337	\$ 170,946	\$ 33,429	\$ 204,376	
Less: Outstanding Warrants	\$ (212,450)	\$ (145)	\$ -	\$ -	\$ -	
Ending Account Balances for Fiscal Year 2021 - 2022	\$ 2,610,782	\$ 2,110,192	\$ 170,946	\$ 33,429	\$ 204,376	\$ 4,925,350
<b>Approved Budget - Fiscal Year 2022 - 2023</b>	\$ 17,914,648	\$ 899,933	\$ 604,000	\$ 90,645	\$ 694,645	\$ 18,609,293
Tax Levy Required	\$ 16,434,558	Expired 6/30/22	\$ 519,694	\$ 91,711	\$ 611,405	\$ 17,045,963
<b>Pinal County Secondary NAV for Tax Year 2022</b>	\$ 489,123,756		\$ 489,123,756	\$ 489,123,756	\$ 489,123,756	\$ 489,123,756
Tax Levy / Secondary NAV * 100	\$ 3.3600					\$ 3.3600
Debt Service (Bond) Tax Levy / Secondary NAV * 100			\$ 0.10625	\$ 0.01875	\$ 0.1250	\$ 0.1250
						\$ 3.4850
<b>Salt River Project Budget</b>	\$ 414,187		\$ 13,097	\$ 2,311	15,409	\$ 429,596
Estimated NAV \$12,327,000						
<b>Maricopa County Secondary NAV for Tax Year 2022</b>	\$ 487,456					
Tax Levy / Secondary NAV * 100	\$ 3.3600					\$ 3.3600
Tax Levy Required	\$ 16,379					\$ 16,379
<b>Financial Reserve (Estimated 6.30.23 Balance)</b>	\$ 2,439,707	\$ 1,753,759	\$ 101,487	\$ 37,106	\$ 138,594	

Superstition Fire & Medical District is selecting tax rate = \$3.36  
 Special Assessment related to JPMorgan Chase Refinancing Bond of \$0.125 for Fiscal Year 2022 - 2023.

Prepared By: \_\_\_\_\_  
 (Signature) Date  
 Roger Wood, Finance Director

Approved By: \_\_\_\_\_  
 (Signature) Date  
 Kathleen Chamberlain, SFMD Board Chair

1. Enter fire district name
2. Select the county of the fire district
3. Select the budget year

Superstition Fire & Medical District

Pinal County

2023



We, the undersigned, hereby certify that the Fire District has not incurred any debt or liability in excess of taxes levied and to be collected and the monies actually available and unencumbered at this time in the district general fund, except for those liabilities as prescribed in A.R.S. §§48-805(B)(2) and (3), 48-806, and 48-807. Additionally, we hereby certify that the Fire District has complied with A.R.S. §48-805.02(F).

4. District chairperson: \_\_\_\_\_ SIGNED District clerk: \_\_\_\_\_ SIGNED Date: \_\_\_\_\_

**A. Calculation of the tax year 2022 secondary property tax rate for fiscal year 2023 operations:**

**Adjustment to secondary property tax levy for territory annexed during the tax year 2021 (A.R.S. §48-807[I])**

A.1	Net assessed value of annexed property in tax year 2021	\$	-	
A.2	Actual tax year 2021 secondary property tax rate	\$	3.2500	per \$100 AV
A.3	Annexed property tax limit adjustment in tax year 2022	\$	-	

Check box if newly merged or consolidated:

**Tax year 2022 secondary property tax information (A.R.S. §48-807[K])**

A.4	Tax year 2022 Assessed Value (AV) in the Fire District	\$	489,611,212
A.5	Actual tax year 2021 secondary property tax levy	\$	15,714,441
A.6	Maximum allowed tax year 2021 secondary property tax levy	\$	30,169,043

**Calculation of the allowable tax year 2022 secondary property tax levy (A.R.S. §48-807[F])**

A.7	Line A.6 multiplied by 1.08 (A.R.S. §48-807[F])	\$	32,582,566	
A.8	Maximum allowable tax year 2022 levy limit (A.7 - A.3)	\$	32,582,566	
A.9	Allowable tax year 2022 secondary tax rate	\$	6.6548	per \$100 AV
A.10	Maximum allowable tax year 2022 secondary tax rate (lessor of A.9 or \$3.375)	\$	3.3750	per \$100 AV
A.11	Maximum allowable tax year 2022 secondary tax levy	\$	16,524,378	
A.12	Tax year 2021 excess levy or collections: (A.R.S. §48-807[J])	\$	-	
A.13	Tax year 2022 maximum allowable levy limit (A.11 - A.12)	\$	16,524,378	

**Calculation of the proposed tax year 2022 secondary property tax rate for fiscal year 2023 operations**

A.14	Total budgeted expenses in fiscal year 2023 (Budget tab, line 51)	\$	27,204,008	
A.15	Less—Unrestricted unencumbered carryforward (Budget tab, line 1)	\$	2,610,982	
A.16	Less—Revenues from sources other than direct property tax	\$	7,555,685	
A.17	Less—Interest and principal expense for Bonds (Budget tab, lines 38 & 39)	\$	694,645	
A.18	Tax year 2022 tax levy needed for operations (A.14 - (A.15 + A.16 + A.17))	\$	16,342,696	
A.19	Tax year 2022 tax rate needed for operations:	\$	3.3379	per \$100 AV
A.20	Tax year 2022 maximum allowable levy rate (A.13/(A.4/100)):	\$	3.3750	per \$100 AV
A.22	Proposed tax year 2022 secondary property tax rate for fiscal year 2023 operations	\$	3.3600	per \$100 AV <b>Approved by Governing Board</b>

**Calculation of the proposed 2022 secondary property tax rate for the repayment of bonds (A.R.S. §48-806)**

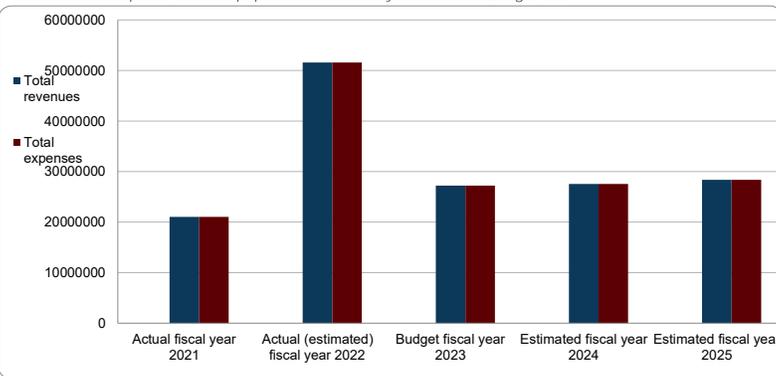
A.23	Tax year 2022 secondary property tax levy needed for the repayment of bonds	\$	626,813	
A.24	Tax year 2022 secondary property tax rate needed for the repayment of bonds	\$	0.12500	per \$100 AV <b>Approved by Governing Board</b>

**Summary for fiscal years 2021 through 2025:**

Special study

**No study of merger, consolidation, or joint operating alternative is required**  
 If the district's total estimate of expenses exceeds its total estimate of revenues for any fiscal year, A.R.S. §48-805.02(D)(15) requires the district include a study of merger, consolidation, or joint operating alternative. The Fire District is not required to include a study as their estimated expenses are not greater than budgeted revenue for any fiscal year.

Revenue and expense chart will populate automatically based on the Budget tab



Year	Total revenues	Total expenses
Actual fiscal year 2021	\$ 21,020,638	\$ 21,020,638
Actual (estimated) fiscal year 2022	\$ 51,565,309	\$ 51,565,309
Budget fiscal year 2023	\$ 27,204,008	\$ 27,204,008
Estimated fiscal year 2024	\$ 27,550,339	\$ 27,550,339
Estimated fiscal year 2025	\$ 28,352,565	\$ 28,352,565

Budget

	Actual fiscal year 2021	Actual (estimated) fiscal year 2022	Budget fiscal year 2023	Estimated fiscal year 2024	Estimated fiscal year 2025
<b>Financial resources available at July 1</b>					
1. Beginning fund balance/(deficit)—unrestricted unencumbered	\$ 1,853,411	\$ 2,010,762	\$ 2,610,982	2,439,707.00	2,350,313.00
2. Beginning fund balance—restricted	\$ 905,776	\$ 1,343,158	\$ 5,699,590	5,227,025.51	5,020,389.51
<b>Revenues</b>					
3. Secondary property tax revenue	15,714,441.03	\$ 16,647,473	\$ 17,037,341	18,061,081.00	19,146,244.00
4. Fire district assistance tax	\$ 400,000	\$ 400,000	\$ 400,000	400,000.00	400,000.00
5. Wildland	\$ 966,611	\$ 522,836	\$ 550,000	450,000.00	450,000.00
6. Operating revenues	\$ 93,517	\$ 151,042	\$ 140,750	148,500.00	148,500.00
7. Grants	\$ 455,110	\$ 158,762	\$ -	-	-
8. Bonds	\$ -	\$ 29,360,000	\$ -	-	-
9. Interest	\$ 21,229	\$ 32,692	\$ 22,750	28,050.00	29,550.00
10. Donations	\$ 28,893	\$ 91,999	\$ 9,000	25,100.00	25,100.00
11. Miscellaneous	\$ 909	\$ 8,474	\$ 5,000	5,000.00	5,000.00
12. Other (specify) <u>SRP Contributions</u>	\$ 414,870	\$ 456,276	\$ 429,595	440,875.00	452,468.00
Other (specify) <u>Smart &amp; Safe Funds</u>	\$ 36,222	\$ 235,923	\$ 175,000	200,000.00	200,000.00
Other (specify) <u>Insurance Premium Tax</u>	\$ 129,648	\$ 131,410	\$ 124,000	125,000.00	125,000.00
Other (specify) <u>Vehicle Sales</u>		\$ 14,500	\$ -	-	-
Other (specify) _____				-	-
13. Total financial resources available	\$ 21,020,638	\$ 51,565,309	\$ 27,204,008	\$ 27,550,339	\$ 28,352,565
<b>Expenses</b>					
14. Personnel:					
15. Estimated number of full-time employees (FTE) in 2023:			140		
16. Salaries & wages	\$ 10,172,954	\$ 10,146,841	\$ 10,756,765	11,159,190.00	11,326,850.00
17. Health insurance	\$ 1,373,899	\$ 1,527,924	\$ 1,767,145	1,855,339.00	2,040,503.00
18. Pension & other retirement benefits	\$ 2,434,895	\$ 28,179,930	\$ 2,378,612	2,661,059.00	2,985,341.00
19. Other (specify) <u>Payroll Taxes</u>	\$ 196,305	\$ 203,985	\$ 217,988	222,348.00	226,795.00
Other (specify) <u>Workers Comp</u>	\$ 137,270	\$ 143,648	\$ 226,596	231,128.00	254,241.00
Other (specify) <u>Life Ins, Cancer Ins, EAP, PTSD</u>	\$ 24,418	\$ 24,061	\$ 28,806	29,556.00	29,806.00
20. Total personnel expenses	14,339,742.05	40,226,389.37	15,375,912.00	16,158,620.00	16,863,536.00
<b>Operating:</b>					
21. Fuel	\$ 71,047	\$ 130,523	\$ 179,715	182,500.00	192,500.00
22. Tools & minor equipment	\$ 5,563	\$ 5,240	\$ 5,495	5,600.00	5,600.00
23. Contracted services	\$ -	\$ -	\$ -	-	-
24. Supplies	\$ 8,378	\$ 11,279	\$ 15,004	16,000.00	17,600.00
25. Vehicle repair	\$ 118,407	\$ 148,323	\$ 202,200	207,500.00	215,000.00
26. Training & prevention	\$ 28,042	\$ 21,184	\$ 23,775	24,950.00	25,700.00
27. Maintenance & repair—operating	\$ 24,428	\$ 34,599	\$ 64,060	68,750.00	75,500.00
28. Communications	\$ 242,324	\$ 269,802	\$ 326,403	340,535.00	357,969.00
29. Contingencies & emergencies	\$ 2,068,820	\$ 5,993,870	\$ 5,774,379	5,695,484.51	5,798,724.51
30. Other (specify) <u>Facilities Repair &amp; Maintenance</u>	\$ 86,054	\$ 91,174	\$ 142,587	157,500.00	185,000.00
Other (specify) _____				-	-
Other (specify) _____				-	-
31. Total operating expenses	2,653,063.17	6,705,993.60	6,733,617.58	6,698,819.51	6,873,593.51
<b>Capital:</b>					
32. Land, building, & construction	\$ 5,435	\$ 16,065	\$ 22,500	22,500.00	22,500.00
33. Vehicles	\$ 314,147	\$ 34,243	\$ 150,171	219,999.37	144,999.37
34. Lease payments	\$ 128,354	\$ 128,354	\$ 270,516	270,515.63	270,515.63
35. Machinery & equipment	\$ 276,618	\$ 111,700	\$ 456,746	260,241.00	265,483.00
36. Maintenance & repair—capital	\$ -	\$ -	\$ -	-	-
37. Reserve for future years—carryforward	\$ 1,262,088	\$ 2,184,568	\$ 1,852,353	1,595,218.30	1,486,805.90
38. Debt service—principal	\$ 571,000	\$ 586,000	\$ 604,000	622,000.00	639,000.00
39. Debt service—interest	\$ 123,344	\$ 107,229	\$ 90,645	73,551.70	55,949.10
40. Other (specify) _____				-	-
Other (specify) _____				-	-
Other (specify) _____				-	-
41. Total capital expenses	2,680,985.63	3,168,158.84	3,446,930.96	3,064,026.00	2,885,253.00
<b>Administrative:</b>					
43. Administrative equipment	\$ 22,258	\$ 38,087	\$ 32,200	36,000.00	36,240.00
44. Insurance	\$ 139,135	\$ 155,023	\$ 176,065	184,868.00	194,111.00
45. Utilities	\$ 135,343	\$ 129,715	\$ 149,310	156,776.00	164,616.00
46. Professional services	\$ 152,158	\$ 118,206	\$ 97,946	100,750.00	100,750.00
47. Subscriptions, dues, fees	\$ 3,004	\$ 3,850	\$ 30,570	4,000.00	32,000.00
48. General administrative expenses	\$ 562,799	\$ 634,381	\$ 511,626	524,450.00	557,200.00
49. Other (specify) <u>Facilities Rent</u>	\$ 29,000	\$ 31,995	\$ 33,075	34,729.00	36,465.00
Other (specify) <u>Suppression &amp; EMS Operating</u>	\$ 303,149	\$ 353,510	\$ 616,755	587,300.00	608,800.00
Other (specify) _____				-	-
50. Total administrative expenses	1,346,847.15	1,464,766.69	1,647,547.00	1,628,873.00	1,730,182.00
51. Total expenses	\$ 21,020,638	\$ 51,565,309	\$ 27,204,008	\$ 27,550,339	\$ 28,352,565
	\$ -	\$ -	\$ -	\$ -	\$ -

**Governing Board Meeting – July 20, 2022**

**Agenda Item: #7**

**Agenda Item Title:**

Public Hearing in accordance with ARS §48-805 in order to hear taxpayer’s comments on the proposed Superstition Fire & Medical District’s adoption of the 2018 International Fire Code together with certain amendments, revisions and deletions attached thereto.

**Submitted By:**

Fire Chief John Whitney  
Assistant Chief Richard Mooney

**Background/Discussion:**

This Public Hearing is required by ARS §48-805. The Public Hearing Notice has been posted in four places in the District on June 20, 2022. Board of Directors Chairman will consider audience comments / questions on issues related to the proposed adoption of the 2018 International Fire Code together with certain amendments, revisions and deletions attached thereto. The Board of Director Chairman will close the Public Hearing after all comments have been heard.

**Financial Impact:**

N/A

**Enclosure(s):**

N/A

**Recommended Motion:**

N/A



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## Governing Board Meeting – July 20, 2022

### Agenda Item: #8

#### Agenda Item Title

Discussion and possible approval of Resolution #2022-07-20-02 adopting the 2018 International Fire Code together with certain amendments, revisions and deletions as attached thereto and replacing the 2015 edition of the International Fire Code

#### Submitted By

Fire Chief John Whitney

Assistant Chief Richard Mooney

#### Background/Discussion

As stated in the tentative adoption, the SFMD is required at a minimum has to adopted 2018 International Fire Code (IFC). The SFMD recommends adopting the 2018 IFC, instead of the 2021 IFC because the city of Apache Junction has adopted the 2018 IFC to maintain consistency. The SFMD also recommends the Fire Board adopt the amendments, revisions and deletions as presented. The amendments, revisions and deletions are aligned with neighboring departments and increases safety to the public and fire personnel by lowering the square footage for sprinkler requirements.

The SFMD has not heard any comments from the public as this time. The amendments were submitted to the Arizona Fire Marshal's Office for review and comments. The Arizona Fire Marshal's Office had only one comment. They recommended deleting [Section 3106.5.1 and 3106.5.2](#) because it was less restrictive than the current stipulation and creates a conflict. The recommendation was accepted and the change was made to our amendments, revisions and deletions. The Fire Board will be adopting amendments without Section 3106.5.1 & 3106.5.2.

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

SFMD will have to order two 2018 IFC books and have one available at administration and RTC for the public to reference. The cost is around \$100 per book plus tax. The total cost would be about \$220.

#### Enclosure(s)

SFMD Amendments, Revisions & Deletions to 2018 International Fire Code

#### Recommended Motion

*"Motion to adopt Resolution #2022-07-20-02 adopting the 2018 International Fire Code together with certain amendments, revisions and deletions as attached thereto and replacing the 2015 edition of the International Fire Code."*



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# Superstition Fire and Medical District

Amendments to the International Fire Code, 2018 Edition



Superstition Fire and Medical  
District

2018 International Fire Code  
Fire Code Amendments

The International Fire Code (IFC) 2018 Edition is hereby adopted by Superstition Fire and Medical District (SFMD) for the purpose of establishing minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life safety protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises

The International Fire Code as adopted and amended herein shall be enforced by the Fire Marshal of SFMD, and which shall be operated under the supervision of the Fire Chief.

Amendments

The 2018 International Fire Code is hereby amended in the following respects:

## CHAPTER 1 SCOPE AND ADMINISTRATION

### SECTION 101 SCOPE AND GENERAL REQUIREMENTS

Delete and replace section 101.1 as follows:

~~[A] 101.1 Title. These regulations shall be known as the Fire Code of [NAME OF JURISDICTION], hereinafter referred to as "this code."~~

[A] **101.1 Title.** These regulations shall be known as the Fire Code of Superstition Fire and Medical District hereinafter referred to as "this code."

Delete and replace section 101.2.1 and as follows:

~~[A] 101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.~~

[A] **101.2.1 Appendices.** The following appendices are adopted as part of this code by SFMD: Appendices A) BOARD OF APPEALS, B) FIRE-FLOW REQUIREMENTS FOR BUILDINGS, C) FIRE HYDRANT LOCATIONS AND DISTRIBUTION, D) FIRE APPARATUS ACCESS ROADS, E) HAZARD CATAGORIES, F) HAZARD RANKING, G) CRYOGENIC FLUIDS-WEIGHT AND VOLUME EQUIVALENTS, H) HAZRDSOUS MATERIALS MANAGEMENT, I) FIRE PROTECTION SYSTEMS-NON- COMPLIANT CONDITIONS, K) CONSTRUCTION REQUIREMENTS FOR EXISTING AMBULATORY CARE FACILITIES, L) REQUIREMENTS FOR FIRE FIGHTER AIR REPLENISHING SYSTEMS, N) INDOOR TRADE SHOWS AND EXHIBITIONS.

## SECTION 105 PERMITS

Add sections 105.7.26 and 105.7.27 as follows:

**105.7.26 Access-controlled egress doors.** A construction permit is required to install or modify the connection to the fire alarm system for access-controlled egress doors in accordance with Section 1008.1.3.4.

**105.7.27 Delayed egress locks.** A construction permit is required to install to the fire alarm system for delayed egress locks in accordance with Section 1008.1.8.6.

## SECTION 107 INSPECTIONS

Add section 107.5 as follows:

**107.5 On-site construction documents.** One set of code official approved construction documents shall be on the job site for each inspection. Failure to have approved construction documents on site shall result in canceling the inspection and is subject to assessment of a fee in accordance with the adopted fee schedule of Superstition Fire and Medical District.

## Section 110 Violations

Delete and Replace section 110.4 and as follows

~~[A] 110.4 **Violations penalties.** Persons who shall violate a provision of the code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directives of the approved fire code official, or of a permit or of a certificate used under this provision this code, shall be guilty of a [**SPECIFY OFFENSE**], punishable by a fine of not more than [**NUMBER AMOUNT**] or by imprisonment not exceeding [**NUMBER OF DAYS**], or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

[A] 110.4 **Violations penalties.** Persons who shall violate a provision of the code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the *approved construction documents* or

directives of the *approved fire code official*, or of a permit or of a certificate used under this provision this code, shall be guilty of a **Class 2 Misdemeanor**, punishable by a fine of not more than 750.00 **Dollars** or by imprisonment not exceeding **[120 Days]**, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

## SECTION 112 STOP WORK ORDER

Delete and replace section 112.4 as follows:

~~[A] 112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars.~~

[A] 112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$250.00 dollars or more than \$2500.00 dollars per occurrence.

## CHAPTER 2 DEFINITONS

### SECTION 202 GENERAL DEFINITIONS

The following definitions have been added or amended to read as follows:

**ADDENDA.** Changes to the released plans, or related construction documents, which impact the architectural plans, structural plans, trade plans or the design basis of a structure and are submitted after the issuance of the permit.

**ADULT DAY HEALTH CARE FACILITY** (ARS 36-401). A facility that provides adult day health services during a portion of a continuous twenty-four-hour period for compensation on a regular basis for five or more adults who are not related to the proprietor.

**ADULT DAY HEALTH SEVICES** (ARS 36-401). A program that provides planned care supervision and activities, personal care, personal living skills training, meals and health monitoring in a group setting during a portion of a continuous twenty-four-hour period. Adult day health services may also include preventive, therapeutic and restorative health-related services that do not include behavioral health services.

**ADULT DEVELOPMENT HOME (ARS 36-551).** A residential setting in a family home in which the care, physical custody and supervision of the adult client are the responsibility, under a twenty-four-hour care model, of the licensee who, in that capacity, is not an employee of the division or of a service provider and the home provides the following services for a group of siblings or up to three adults with developmental disabilities- room and board, habilitation, appropriate personal care and appropriate supervision.

**ADULT FOSTER CARE HOME (ARS 36-401).** A residential setting that provides room and board and adult foster care services for at least one and no more than four adults who are participants in the Arizona long-term care system pursuant to chapter 29, article 2 of this title or contracts for services with the United States department of veterans affairs and in which the sponsor or the manager resides with the residents and integrates the residents who are receiving adult foster care into that person's family.

**ADULT FOSTER CARE SERVICES (ARS 36-401).** Supervision, assistance with eating, bathing, toileting, dressing, self-medication and other routines of daily living or services authorized by rules adopted pursuant to section 36-405 and section 36-2939, subsection C.

**ASSISTED LIVING CENTER (ARS 36-401).** An assisted living facility that provides resident rooms or residential units to eleven or more residents.

**ASSISTED LIVING FACILITY (ARS 36-401).** A residential care institution, including an adult foster care home, that provides or contracts to provide supervisory care services, personal care services or directed care services on a continuous basis.

**BEHAVIORAL HEALTH SERVICES.** Services that pertain to mental health and substance use disorders.

**BUILDING.** Any structure used or intended for supporting or sheltering any use or occupancy.

**BUILDING AND SAFETY MANAGER.** The officer or other designated authority charged with the administration and enforcement of this Chapter and the Technical Codes, or a regularly authorized deputy or other designee. When the term or title administrative authority, building official, chief inspector, code enforcement officer, code official, gas official, plumbing official, mechanical official, responsible official, or other similar designation is used in this Chapter or in any of the Technical Codes, it shall be construed to mean the Building and Safety Manager.

**BUILDING SERVICE EQUIPMENT:** The plumbing, mechanical, electrical, fuel-gas, and elevator equipment including piping, wiring, fixtures, and other accessories which provide sanitation, power, lighting, heating, ventilation, cooling, refrigeration and/or fire

suppression essential to the occupancy of the building or structure for its designated use.

**COMMUNITY RESIDENTIAL SETTING.** (ARS-36-551). A residential setting in which persons with developmental disabilities live and are provided with appropriate supervision by the service provider responsible for the operation of the residential setting. Community residential setting includes a child developmental home or an adult developmental home operated or contracted by the department or the department's contracted vendor or a group home operated or contracted by the department.

**DIRECTED CARE SERVICE** (ARS 36-401). Programs and services, including supervisory and personal care services that are provided to persons who are incapable of recognizing danger, summoning assistance, expressing need, or making basic care decisions.

**EXISTING BUILDING.** A building erected prior to the adoption of this Chapter or one for which a legal certificate of occupancy has been issued.

**EXISTING STRUCTURE.** A structure in existence prior to 1985, or constructed 1985 or later under an issued permit, which has passed all required inspections. (delete and replace)

**FIRE FLOW.** The flow rate of a water supply, measured at 20 psi residual pressure that is available for firefighting.

**GROUP HOME** (ARS 36-551). A community residential setting for not more than six persons with developmental disabilities that is operated by a service provider under contract with the department and that provides room and board and daily habilitation, and other assessed medically necessary services and supports to meet the needs of each person. Group home does not include an adult developmental home, a child developmental home or an intermediate care facility for persons with an intellectual disability. (delete and replace)

**GROUP TREATMENT HOME.** A facility for social rehabilitation, substance abuse or mental health problems that contains a group housing arrangement that provides *custodial care* but does not provide medical care. (amended)

**HEALTH CARE INSTITUTION** (ARS 36-401). Every place, institution, building or agency, whether organized for profit or not, that provides facilities with medical services, nursing services, behavioral health services, health screening services, other health-related services, supervisory care services, personal care services or directed care services and includes home health agencies as defined in section 36-151, outdoor behavioral health care programs and hospice service

agencies. Health care institution does not include a community residential setting as defined in section 36-551.

**INTERMEDIATE CARE FACILITY FOR PERSONS WITH AN INTELLECTUAL DISABILITY** (ARS 36-551). A facility that primarily provides health and rehabilitative services to persons with developmental disabilities that are above the service level of room and board or supervisory care services or personal care services as defined in section 36-401 but that are less intensive than skilled nursing services.

**JURISDICTION:** The official power to make legal and administrative decisions, which for the purposes of this Chapter is the City of Apache Junction, Arizona.

**LICENSED CAPACITY** (36-401). The total number of persons for whom the health care institution is authorized by the department to provide services as required pursuant to this chapter if the person is expected to stay in the health care institution for more than twenty-four hours.

**MAINTAINED:** Kept in appropriate condition and operation based on its original function; showing no signs of deterioration, alteration or failure.

**NURSING CARE INSTITUTION** (ARS 36-401). A health care institution that provides inpatient beds or resident beds and nursing services to persons who need continuous nursing services but who do not require hospital care or direct daily care from a physician.

**NURSING HOME.** See Nursing Care Institution.

**OWNER:** The person, individual, firm, corporation, company, partnership, joint venture, association, estate, trust, receiver, organization or other legal entity, with legal title or equitable interest in a property.

**PERMIT:** The official document issued electronically or hard copy by the Building and Safety Manager authorizing performance of a specified, legal activity.

**PERSONAL CARE SERVICE.** Assistance with activities of daily living that can be performed by persons without professional skills or professional training and includes the coordination or provision of intermittent nursing services and the administration of medications and treatments by a nurse who is licensed pursuant to Arizona Revised Statutes title 32, chapter 15 or as otherwise provided by law. (delete and replace)

**PREEMPTION DEVICE.** A listed and approved electronic device that receives a signal compatible with transmitters on emergency vehicles and that is used to automatically open or close fire apparatus access gates and all traffic control devices.

**RESIDENTIAL CARE INSTITUTION.** A health care institution other than a hospital or a nursing care institution that provides resident beds or residential units, supervisory care services, personal care services, behavioral health services, directed care services or health-related services for persons who do not need continuous nursing services.

**REVISIONS:** Changes to the plans or related construction documents, that are not made to resolve plan review issues, and which impact the architectural plans, structural plans, trade plans or the design basis of a structure and are submitted prior to the issuance of the permit.

**SHALL:** As used in this Chapter and the Technical Codes “is mandatory.”

**SHELL BUILDING:** A permitted commercial building or portion thereof, that when completed, cannot qualify for a certificate of occupancy. The shell includes the building thermal envelope, which must be completed under the shell building permit.

**SUPERVISORY CARE SERVICE.** General supervision, including daily awareness of resident functioning and continuing needs, the ability to intervene in a crisis and assistance in the self-administration of prescribed medications.

**TENANT IMPROVEMENT:** Work performed by or on behalf of a tenant to complete a shell space, or in a completed building, or space within a building, that has previously received a Certificate of Completion or a Certificate of Occupancy.

## **OCCUPANCY CLAFFICATIONS**

**Business Group [BG] B** is amended to add additional information to the ambulatory care facilities to read as follows:

To *Ambulatory Care Facilities* add the following: (where not more than five (5) persons are incapable of self-preservation, and these persons are located at the floor/story at grade plane, with required exits at the grade plane.

### **Business Group [BG] I-1**

*[BG] Institutional Group I-1* is amended to add further information to the definition to read as follows:

*Institutional Group I-1* occupancy shall include buildings, structures or portions thereof, for the housing of more than ten (10) persons, excluding staff, who reside on a twenty-four (24) hour basis in a supervised environment and receive custodial care, personal care service and/or supervisory care service. Buildings of Group I-1 shall be classified as one of the occupancy conditions specified in Section 308.2.1 or 308.2.2. of the 2018 International Building Code. This group shall include, but not be limited to, the following:

- Behavioral health services facilities
- Assisted living centers with more than ten (10) residents, licensed by the State of Arizona Department of Health Services
- Group treatment homes, with more than ten (10) residents, licensed by the State of Arizona Department of Health Services
- Halfway houses
- Intermediate care facility for persons with an intellectual disability, with more than ten (10) residents, licensed by the State of Arizona Department of Health Services.
- Residential care institution, with more than ten (10) residents, licensed by the State of Arizona Department of Health Services
- Social rehabilitation facilities

**Six to ten persons receiving supervisory and custodial care services.** A facility housing not fewer than six (6) and not more than ten (10) persons receiving supervisory and custodial care services shall be classified as *Group R-4*.

**[BG] Institutional Group I-2** is amended to read as follows:

*Institutional Group I-2* occupancy shall include buildings and structures or portions thereof, used for *medical care* or direct care on a 24-hour basis for more than five persons who are *incapable of self-preservation*. This group shall include, but not be limited to, the following:

- *Ambulatory Care facilities* where more than five persons are incapable of self-preservation
- Assisted living center or assisted living home providing direct care services, where more than five persons are incapable of self-preservation and are licensed by the State of Arizona Department of Health Services.
- Foster care facilities
- Detoxification facilities
- Hospitals;
- Intermediate care facility for persons with an intellectual disability, providing direct care services, where more than five persons are incapable of self-preservation, licensed by the State of Arizona Department of Health Services.
- Nursing Care Institutions;
- Psychiatric hospitals;

- Residential-care institution, providing direct care services, where more than 5 persons are incapable of self-preservation, licensed by the State of Arizona Department of Health Services.

Five or fewer persons receiving medical care. A facility with five or fewer persons receiving medical care that are incapable of self-preservation shall be classified as *Group R-3* and shall comply with the International Residential Code provided an automatic sprinkler system is installed in accordance with Section 903.3.1.3 or with Section P2904 of the International Residential Code requirements of section 310.5.1 of the 2018 International Building Code as amended.

**[BG] Institutional Group I-4** is amended to read as follows:

Institutional Group I-4 occupancy shall include buildings and structures occupied by more than five persons of any age who receive custodial care, personal care service and/or supervisory care service for fewer than 24 hours per day by persons other than parents or guardians, relatives by blood, marriage, or adoption, and in a place other than the home of the person cared for. This group shall include, but not be limited to, the following:

- Adult Day Health Care Facilities, with five or more persons, licensed by the State of Arizona Department of Health Services.
- Child day care.

**[BG] Classification as Group E.** A child day care facility that provides care for more than six but no more than 100 children 2 1/2 years or less of age, where the rooms in which the children are cared for are located on a level of exit discharge serving such rooms and each of these child care rooms has an exit door directly to the exterior, shall be classified as Group E.

**[BG] Within a place of religious worship.** Rooms and spaces within places of religious worship providing such care during religious functions shall be classified as part of the primary occupancy.

Six or fewer persons receiving care. A facility having six or fewer persons receiving custodial care shall be classified as part of the primary occupancy.

Six or fewer persons receiving care in a dwelling unit. A facility such as the above within a dwelling unit and having five six or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

**[BG] Residential Group R.** Residential Group R includes, among others, the use of a building or structure, or a portion thereof, for sleeping purposes when not classified as

an Institutional Group I or when not regulated by the International Residential Code. Assisted living and similar facilities shall meet the requirements of the Arizona Department of Health Services Title 9, Chapter 10, Article 7 as required in addition to the requirements in this code. These may be known as “group care homes” or “care facilities”.

**[BG] Residential Group R-3** is amended to read as follows:

*Residential Group R-3 occupancies* where the occupants are primarily permanent in nature and not classified as R-1, R-2, R-4, or I, including:

- Adult developmental home, licensed by the State of Arizona Department of Health Services
- Adult Foster Care Home, licensed by the State of Arizona Department of Health Services
- Buildings that do not contain more than two (2) dwelling units
- Congregate living facilities (nontransient) with 16 or fewer occupants
  - Boarding houses (nontransient)
  - Convents
  - Dormitories
  - Fraternities and sororities
  - Monasteries
- Congregate living facilities (transient) with 10 or fewer occupants
  - Boarding houses (transient)
- Group Home (ARS 36-551)
- Lodging houses (transient) with five or fewer guest rooms and 10 or fewer occupants

Congregate living facilities with six (6) or fewer occupants

**Care facilities within a dwelling.** Care facilities for six or fewer persons receiving care, that are within a single-family dwelling are permitted to comply with the International Residential Code and R-3 Residential Care/Assisted Living Facilities occupancies in existing structures with six or fewer occupants excluding staff shall meet the following requirements:

1. Smoke detectors shall be installed in all livable areas.
2. Posted evacuation map and emergency procedures.
3. Portable fire extinguishers in accordance to Section 906.1.

An automatic sprinkler system may be installed in accordance with Section 903.3.1.3 or with Section P2904 of the International Residential Code

**[BG] Residential Group R-4** is amended to read as follows:

*Residential Group R-4 occupancy* shall include buildings, structures or portions thereof for more than five but not more than ten (10) persons, excluding staff, who reside on a 24-hour basis in a supervised residential environment and receive custodial care, personal care service and/or supervisory care service. Building of Group R-4 shall be classified as one of the occupancy conditions indicated below. This group shall include, but not be limited to, the following:

1. Behavioral health services facilities
2. Assisted living home, licensed by the State of Arizona Department of Health Services.
3. Group Treatment Homes
4. Halfway Houses
5. Intermediate care facility for persons with an intellectual disability, providing direct care services, where no more than five persons are incapable of self-preservation, licensed by the State of Arizona Department of Health Services.
6. Residential-care institution, providing direct care services, where no more than 5 persons are incapable of self-preservation, licensed by the State of Arizona Department of Health Services.
7. Social rehabilitation facilities

## **CHAPTER 3 GENERAL REQUIREMENTS**

### **SECTION 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES**

Delete and replace section 307.2.1 as follows:

~~**307.2.1 Authorization.** Where required by state or local law or regulations, open burning shall only be permitted with prior approval from the state or local air and water quality management authority, provided that all conditions specified in the authorization are followed.~~

307.2.1 Authorization. No fire shall be kindled or any weeds or debris burned on any premises, street, alley vacant lot or agricultural land within the city limits without first obtaining a permit from the Pinal County Department of Air Pollution Control followed by issuance of a Fire Department permit pursuant to Section 105.6.32.

**CHAPTER 4**  
**EMERGENCY PLANNING AND PREPAREDNESS**  
No Amendments

**CHAPTER 5**  
**FIRE SERVICE FEATURES**

**SECTION 503**  
**FIRE APPARATUS ACCESS ROADS**

Delete and replace section 503.1 as follows:

~~**503.1 Where required.** Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3.~~

**503.1 Where required.** Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and Appendix D.

Add section 503.1.4 under Exceptions as follows:

**503.1.4. Temporary Fire Department access.** Temporary Fire Department access shall comply with Fire Department requirements. No construction on any project may proceed until such time as the fire protection plan for the project has been approved by the fire code official. Delete and replace 503.4 as follows:

~~**503.4 Obstructions of fire apparatus access roads.** Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in sections 503.2.1 and 203.2.2 shall be maintained at all times.~~

**503.4 Obstructions of fire apparatus access roads.** Fire apparatus access roads on public or private property shall not be obstructed in any manner, including the parking, stopping, or standing of vehicles other than an authorized emergency vehicles. A vehicle parked illegally in a fire access roadway or signed fire lane maybe cited or removed and impounded under the provisions of the Arizona Revised Statues 28-873.14 or by personnel of local law enforcement department or by the bureau of fire prevention or the fire code official. The minimum widths and clearances established in sections 503.2.1 and 203.2.2 shall be maintained at all times.

Delete and replace section 503.6 as follows:

~~**503.6 Security gates.** The installation of security gates across a fire apparatus access road shall be approved by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200~~

**503.6 Security gates.** The installation of security gates across a fire apparatus access road requires *submission of plans for review and a permit approved by the fire code official prior to installation*. Where automatic security gates are installed, they shall have a preemption device and a key override switch for entry and exit. The security gates and the emergency operation shall be maintained operational at all times.

1. The gate when fully opened shall provide a minimum clear width of 20 feet. The turning radius for fire department apparatus shall not be affected by the placement of the arm or gate. Divided roadways must have a minimum 16 foot clearance when fully opened
2. When a fire apparatus access control device is installed the preemptive device (Opticom/Tomar) shall be compatible with existing fire department fire apparatus equipment. The preemptive device shall be installed a minimum of 108 inches [2743mm] to 144 inches [3657mm]
3. The gate operation shall open at a rate of one foot per second. The gates shall remain open for a minimum of 2 minutes following emergency activation by the fire department.
4. A secondary emergency gate switch, (Knox Key Switch only) shall be used for 24-hour fire department access. The emergency key switch when activated shall bypass any occupant control and loop system and maintain the gates in the open position until deactivated by the fire department.
5. The emergency key switch shall be located at the card/code keypad pedestal and shall be mounted 78 inches [1981mm] from the ground. if not then a key switch will be installed on the captain's side arm (Officer's) side
6. A battery back-up system shall be installed. In case of a power outage the gate shall fault into the open position until power is restored.
7. An approved manual override mechanism shall be installed. The manual override mechanism shall disengage the devices operating system. The manual override shall be simple, obvious operation readily identifiable by signage or other means.
8. Maintenance Contract: proof of an annual maintenance contract for the gate insuring proper operation.

## SECTION 505 PREMISES IDENTIFICATION

Modify 505.1

~~**505.1 Address Identification.** New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification shall contrast with their alphabetical letters. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall not be less than 4 inches (102mm) high with a minimum stroke width of ½ inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.~~

**505.1 Address Identification.** New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification shall contrast with their alphabetical letters. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. **Numbers on a commercial occupancy shall a minimum of 12 inches (304.8mm) high with a minimum stroke width of 2 inches (50.8mm)** Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

## SECTION 506 KEY BOXES

Delete and replace section 506.1. As follows

~~**506.1 Where required.** Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type listed in accordance with UL 1037, and shall contain key to gain access as required by the fire code official.~~

**506.1 Where required.** Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the *fire code official* is authorized to require a key box to be installed in an approved location and shall be at a minimum height of 66 inches [1676mm] and maximum height of 78 inches [1981mm]. The key box shall be of an approved type listed in accordance with *Superstation Fire and Medical District* and UL 1037, and shall contain key to gain access as required by the fire code official

## **SECTION 507 FIRE PROTECTION WATER SUPPLIES**

Delete and replace section 507.3 as follows:

~~**507.3 Fire flow.** Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method.~~

**507.3 Fire flow.** Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method and in accordance with Appendix B as amended. The Fire Code Official may require an approved independent third party individual or firm to conduct a fire flow test prior to issuance of a Certificate of Occupancy.

Add sections 507.3.1; 507.5.1.2; and 507.5.1.3 as follows:

**507.3.1 Fire Flow Verification.** The Fire Code Official may require all new buildings or structures to provide fire flow verification according to the requirements in Appendix B as amended. Verification shall be conducted by an approved separate third party certifying the fire flow data.

**507.5.1.2 Private Fire Hydrant Color.** All fire hydrants shall have above ground barrels painted with a prime coat plus two coats of Chrome Yellow. The tops and nozzle caps shall be painted with the following capacity-indicating color scheme in accordance with NFPA 291: Light blue Class AA Rated capacity of 1500 gpm (5680 L/min) or greater Green Class A Rated capacity of 1000–1499 gpm (3785–5675 L/min) Orange Class B Rated capacity of 500–999 gpm (1900–3780 L/min) Red Class C Rated capacity of less than 500 gpm (1900 L/min) For rapid identification at night, the capacity colors shall be of reflective-type paint, per hydrant confidence testing procedures.

**507.5.1.3 Fire Protection Water Supply.** The water system is required to be looped with a minimum of two separate connections under the following conditions:

1. Dead end water line exceeds 100' for 6" lines or 400' for 8" lines.

2. Water lines serve a building over 52,000 sq. ft. (40,000 sq. ft. when used for any amount of high-piled storage).
3. Water lines serve a building over two stories.
4. Water lines serve more than one commercial building.
5. Water lines serve over 30 single-family residential units.
6. Water lines serve a Group "H" occupancy.
7. As otherwise required by the fire marshal.

Where two water connections are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between the water connections. Where two water connections are required, they shall be made to separate waterlines where possible.

Delete and replace section 507.5.2 as follows:

~~**507.5.2 Inspection, testing and maintenance.** Fire hydrant systems shall be subject to periodic tests as required by the fire code official. Fire hydrant systems shall be maintained in an operative condition at all times and shall be repaired where defective. Additions, repairs, alterations and servicing shall comply with approved standards. Records of tests and required maintenance shall be maintained.~~

**507.5.2 Inspection testing and maintenance.** Fire hydrant systems shall be subject to periodic tests as required by the fire code official. Fire Hydrant systems shall be maintained in an operative condition at all time and shall be repaired where defective. Additions repairs, alterations and servicing shall comply with approved standards

Add sections 507.5.2.1; 507.5.2.2 and 507.5.7 as follows:

**507.5.2.1 Water distribution system failure notification.** Each water service provider serving areas within the city, whether municipal or private, shall notify the Fire Department of any failure in their water distribution system, hydrant repair, main breaks, pump failures, or other interruptions of water supply that may affect water supply for fire control purposes as soon as possible in writing. A 30 day written notification is required for any fire line service that is to be discontinued due to financial lack of financial payment.

**507.5.2.2 Out of service hydrants:** Any hydrant that is out of service shall have an out of service ring located on the 4 inch supply and shall remain in place until the hydrant is operational and approved by the Fire code Official.

**507.5.7 Separate water supply.** Water supply for sprinkler systems shall not be combined with the domestic water supply

## **CHAPTER 6**

### **BUILDING SERVICES AND SYSTEMS**

No Amendments

## **CHAPTER 7**

### **FIRE AND SMOKE PROTECTION FEATURES**

No Amendments

## **CHAPTER 8**

### **INTERIOR FINISH, DECORATIVE MATERIALS AND FURNISHINGS**

No Amendments

## **CHAPTER 9**

### **FIRE PROTECTION AND LIFE SAFETY SYSTEMS**

#### **SECTION 903**

#### **AUTOMATIC SPRINKLER SYSTEMS**

Delete and replace sections 903.2; 903.2.1.1; 903.2.1.3; 903.2.1.4; 903.2.3; 903.2.4; 903.2.6; 903.2.7 ;903.2.8; 903.2.9; 903.2.9.1; 903.2.9.2 and 903.3.5 as follows:

~~**903.2 Where required.** Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in sections 903.2.1 through 903.2.12~~

~~903.2.1.1 Group A-1. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-~~

~~1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:~~

- ~~1. The fire area exceeds 12,000 square feet (1115 m<sup>2</sup>).~~
- ~~2. The fire area has an occupant load of 300 or more.~~
- ~~3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.~~
- ~~4. The fire area contains a multiple theater complex.~~

~~**903.2.1.3 Group A-3.** An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exist~~

- ~~1. The fire area exceeds 12,000 square feet (1115 m<sup>2</sup>).~~
- ~~2. The fire area has an occupant load of 300 or more.~~
- ~~3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.~~

~~**903.2.1.4 Group A-4.** An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:~~

- ~~1. 1. The fire area exceeds 12,000 square feet (1115 m<sup>2</sup>).~~
- ~~2. 2. The fire area has an occupant load of 300 or more.~~
- ~~3. 3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.~~

**903.2 Where required.** Approved automatic sprinkler systems in new buildings and structures. *Drawing and specifications shall be submitted to a third party company approved by Superstition Fire and Medical District.* In the locations described in sections 903.2.1 through 903.2.12

**Exceptions** *The modifications of existing Fire protection systems equaling 20 heads or less; plans will be submitted directly to Superstition Fire and Medical District for approval*

**903.2.1.1 Group A-1.** An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The fire area exceeds 5000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex.

**903.2.1.3 Group A-3.** An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

**903.2.1.4 Group A-4.** An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

~~903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:~~

- ~~1. Throughout all Group E fire areas greater than 12,000 square feet (1115 m<sup>2</sup>) in area.~~
- ~~2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.~~

~~Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.~~

- ~~3. The Group E fire area has an occupant load of 300 or more.~~

**903.2.3 Group E.** An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 5,000 square feet in area.
2. Throughout every portion of educational buildings below the lowest level of exit discharge serving that portion of the building.

Exception: An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has at least one exterior exit door at ground level.

~~903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:~~

- ~~1. A Group F-1 fire area exceeds 12,000 square feet (1115 m<sup>2</sup>).~~
- ~~2. A Group F-1 fire area is located more than three stories above grade plane.~~
- ~~3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m<sup>2</sup>).~~
- ~~4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m<sup>2</sup>).~~

**903.2.4 Group F-1/F-2.** An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1/F-2 occupancy where one of the following conditions exists:

1. Group F-1/F-2 fire area exceeds 5,000 square feet.
2. Group F-1/F-2 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1/F-2 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. A Group F-1/F-2 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 1,000 square feet.

**903.2.6 Group I.** An automatic sprinkler system shall be provided throughout buildings with a Group I fire area.

Exceptions:

1. An automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be permitted in Group I-1 facilities.
2. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be allowed in Group I-1 facilities when in compliance with all of the following:
  - 2.1. A hydraulic design information sign is located on the system riser;
  - 2.2. Exception 1 of Section 903.4 is not applied; and
  - 2.3. Systems shall be maintained in accordance with the requirements of Section 903.3.1.2. and shall be installed on the entire floor where care is provided and all floors between the level of care and the level of exit discharge, all floors below the level of exit discharge, other than areas classified as an open parking garage.
3. An automatic sprinkler system is not required where day care facilities are at the level of exit discharge and where every room where care is provided has at least one exterior exit door.
4. In buildings where Group I-4 day care is provided on levels other than the level of exit discharge, an automatic sprinkler system in accordance with Section 903.3.1.1 shall be installed on the entire floor where care is provided and all floors between the level of care and the level of exit discharge, all floors below the level of exit discharge, other than areas classified as an open parking garage.
5. Daycare or childcare facilities occurring in single-family dwellings.

~~**903.2.7 Group M.** An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:~~

- ~~1. Group M fire area exceeds 12,000 square feet (1115 m<sup>2</sup>).~~
- ~~2. Group M fire area is located more than three stories above grade plane.~~
- ~~3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m<sup>2</sup>).~~
- ~~4. Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet (464 m<sup>2</sup>).~~

**903.2.7 Group M and B occupancies.** An automatic sprinkler system shall be provided throughout buildings containing a Group M or B occupancy where one of the following conditions exists:

1. Group M/B fire area exceeds 5,000 square feet.
2. Group M/B fire area is located more than three stories above grade plane.
3. The combined area of all Group M/B fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. Group M/B occupancy used for the display and sale of upholstered furniture or mattresses exceeds 2,000 square feet.

~~**903.2.8 Group R.** An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.~~

~~**903.2.8.1 Group R-3.** An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in Group R-3 occupancies.~~

~~**903.2.8.2 Group R-4, Condition 1.** An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in Group R-4, Condition 1 occupancies.~~

~~**903.2.8.3 Group R-4, Condition 2.** An automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be permitted in Group R-4, Condition 2 occupancies.~~

~~**903.2.8.4 Care facilities.** An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in care facilities with five or fewer individuals in a single-family dwelling~~

**903.2.8 Group R.** An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

*Exceptions:*

1. R-4 occupancies, legally existing as of March 30, 2008, shall not be required to install an automatic sprinkler system unless there is an upward change in the number of occupants the facility is licensed to care for.
2. State Licensed residential care/assisted living facilities in which all of the care recipients are capable of self-preservation and responding to an emergency situation without assistance from another person.
3. State licensed residential care/assisted living facilities, legally existing as of March 30, 2008, in which some or all of the care recipients are incapable of self-preservation or of responding to an emergency situation without assistance from another person.
4. R-3 occupancies, and one- and two-family dwellings, built under the requirements of the International Residential Code with less than 5000 square feet of floor area. Unenclosed decks, patios, and similar building areas, as well as attached garages, shall not be included in determining the 5000 sq. ft. area.

~~**903.2.9 Group S-1.** An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists: 1. A Group S-1 fire area exceeds 12,000 square feet (1115 m<sup>2</sup>). 2. A Group S-1 fire area is located more than three stories above grade plane. 3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m<sup>2</sup>). 4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m<sup>2</sup>). 5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m<sup>2</sup>).~~

**903.2.9 Group S-1 and S-2.** An automatic sprinkler system shall be provided throughout all buildings containing Group S-1 occupancy where one of the following conditions exists:

1. Where a Group S-1 or S-2 fire area exceeds 5,000 square feet;
2. Where a Group S-1 or S-2 fire area is located more than three stories above grade;  
or
3. Where the combined area of all Group S-1 or S-2 fire areas on all floors, including mezzanines, exceeds 10,000 square feet.
4. Where a Group S-1 fire area used for storage of commercial vehicles where the fire area exceeds 2000 square feet.
5. Where a Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 1000 square feet.

~~**903.2.9.1 Repair garages.** An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown:~~

- ~~1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 10,000 square feet (929 m<sup>2</sup>).~~
- ~~2. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding 12,000 square feet (1115 m<sup>2</sup>).~~
- ~~3. Buildings with repair garages servicing vehicles parked in basements.~~
- ~~4. Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m<sup>2</sup>).~~

**903.2.9.1 Repair Garages.** An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with the International Building Code, as follows:

1. Buildings two or more stories in height, including basements, with a fire area containing a repair garage exceeding 4,000 square feet.
2. One-story buildings with a fire area containing a repair garage exceeding 5,000 square feet.
3. Buildings with a repair garage servicing vehicles parked in the basement.
4. Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 2000 square feet.

~~**903.2.9.2 Bulk storage of tires.** Buildings and structures where the area for the storage of tires exceeds 20,000 cubic feet (566 m<sup>3</sup>) shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.~~

**903.2.9.2 Bulk storage of tires.** Buildings and structures where the area for the storage of tires exceeds 8,000 square feet shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

Add sections 903.6.2 and 903.7.1 as follows:

**903.6.2 Existing buildings with firewalls.** Any addition, alteration or repair causing any portion of the building or structure divided by a firewall or partition to exceed 5,000 square feet shall be required to conform to the requirements of Section 903.2 for that fire area.

**903.7.1 Protection and security of sprinkler systems.** All fire sprinkler risers shall be secured and protected from the environment by being located inside the building or structure with a direct exterior access.

## SECTION 907

### FIRE ALARM AND DETECTION SYSTEMS

Add section 907.10, 907.11 as follows:

**907.10 Interior Tenant Notification.** Interior Tenant Notification shall be provided when monitoring of the fire sprinkler system is provided. Group R occupancies are exempt from this requirement.

Shell Buildings: 1 (one) horn strobe shall be installed and operational within the interior space prior to final. When demising walls are present, 1 (one) horn-strobe shall be installed for each space. Multistory buildings shall require a minimum of 1 (one) horn-strobe per level.

Tenant Improvements (Shell build-outs): 1 (one) horn-strobe shall be provided for each individual tenant. When a common area is provided serving multiple tenants, a minimum of 1 (one) horn-strobe in the common area shall be provided.

These requirements may be increased based on occupancy type or at the discretion of the fire code official.

**907.11 Exterior Tenant Notification.** *Exterior Tenant notification shall be provided when monitoring of the fire sprinkler system is provided.*

*New construction or tenant improvements shall have (1) One horn strobe mounted to the exterior of the building so as to be easily recognized from the street front.*

**CHAPTER 10  
MEANS OF EGRESS  
No Amendments**

**CHAPTER 11  
CONSTRUCTION REQUIREMENTS FOR EXISTING  
BUILDINGS**

**SECTION 1103  
FIRE SAFETY REQUIREMENTS FOR EXISTING BUILDINGS**

Delete Section 1103.5.1 as follows:

~~**1103.5.1 Group A-2.** *Where alcoholic beverages are consumed in a Group A-2 occupancy having an occupant load of 300 or more, the fire area containing the Group A-2 occupancy shall be equipped with an automatic sprinkler system in accordance with Section 903.3.1.1.*~~

Modify section 1103.5.2 as follows:

~~1103.5.2 Group I-2. In Group I-2, an automatic sprinkler system shall be provided in accordance with Section 1105.9.~~

**1103.5.2 Group I-2.** An automatic sprinkler system shall be provided throughout existing Group I-2 fire areas. The sprinkler system shall be provided throughout the floor where the Group I-2 occupancy is located, and in all floors between the Group I-2 occupancy and the level of exit discharge.

**CHAPTER 12  
ENERGY SYSTEMS**

No Amendments

**CHAPTER 13-19  
ENERGY SYSTEMS  
RESERVED No Amendments**

**CHAPTER 20  
AVIATION FACILITIES**

No Amendments

**CHAPTER 21  
DRY CLEANING**

No Amendments

**CHAPTER 22  
COMBUSTIBLE DUST-PRODUCING OPERATIONS**

No Amendments

**CHAPTER 23  
MOTOR FUEL-DISPENSING FACILITIES AND REPAIR GARAGES**

No Amendments

**CHAPTER 24  
FLAMMABLE FINISHES**

No Amendments

**CHAPTER 25  
FRUIT AND CROP RIPENING**

No Amendments

**CHAPTER 26  
FUMIGATION AND INSECTICIDAL FOGGING**

No Amendments

**CHAPTER 27**  
**SEMICONDUCTOR FABRICATION FACILITIES**  
No Amendments

**CHAPTER 28**  
**LUMBER YARDS AND AGRO-INDUSTRIAL, SOLID BIOMASS AND**  
**WOODWORKING FACILITIES**  
No Amendments

**CHAPTER 29**  
**MANUFACTURE OF ORGANIC COATINGS**  
No Amendments

**CHAPTER 30**  
**INDUSTRIAL OVENS**  
No Amendments

**CHAPTER 31**  
**TENTS, TEMPORARY SPECIAL EVENT STRUCTURES AND OTHER**  
**MEMBRANE STRUCTURES**

Amend Section 3103.8.2 Location as follows:

**3103.8.2 Location.** Tents or membrane structures shall not be located within ~~20~~ 10 feet (6096 mm) of *lot lines*, buildings, other tents or membrane structures, parked vehicles or internal combustion engines. For the purpose of determining required distances, support ropes and guide wires shall be considered as part of the temporary membrane structure or tent.

Amend 3106.5 as follows:

**3106.5 Cooking appliances or devices.** Outdoor assembly events with concession stands or booths using cooking appliances or devices shall comply with [Sections 3106.5.3 through 3106.5.3.](#)

**Delete sections 3106.5.1 and 3106.5.2**

~~**3106.5.1 Separation from tents or structures.** Cooking appliances or devices that produce sparks or grease-laden vapors or flying embers (firebrands) shall not be used within 20 feet (6096 mm) of a tent or temporary structure.~~

**Exceptions:**

~~1. Designated cooking tents not occupied by the public when approved by the fire code official.~~

~~2. Tents or structures where cooking appliances are protected with an automatic fire extinguishing system in accordance with Section 904.12.~~

**3106.5.2 Protection. Cooking** equipment using combustible oils or solids shall meet the following:

~~1. A noncombustible lid shall be immediately available. The lid shall be of sufficient size to cover the cooking well completely.~~

~~2. The equipment shall be placed on a noncombustible surface.~~

~~3. An approved portable fire extinguisher for protection from cooking grease fires shall be provided at a location approved by the fire code official.~~

**CHAPTER 32  
HIGH-PILED COMBUSTIBLE STORAGE  
No Amendments**

**CHAPTER 33  
FIRE SAFETY DURING CONSTRUCTION AND DEMOLITIONS  
No Amendments**

**CHAPTER 34  
TIRE REBUILDING AND TIRE STORAGE  
No Amendments**

**CHAPTER 35  
WELDING AND OTHER HOT WORK  
No Amendments**

**CHAPTER 36  
MARINAS  
No Amendments**

**CHAPTER 37  
COMBUSTIBLE FIBERS  
No Amendments**

**CHAPTER 38**

**HIGHER EDUCATION LABORATORIES**

No Amendments

**CHAPTER 39  
PROCESSING AND EXTRACTION FACILITIES**

No Amendments

**CHAPTER 40-49  
Reserved (No Amendments)**

**CHAPTER 50**

**HAZARDOUS MATERIALS – GENERAL PROVISIONS**

No Amendments

**CHAPTER 51  
AEROSOLS**

No Amendments

**CHAPTER 52  
RESERVED**

No Amendments

**CHAPTER 53  
COMPRESSED GASES**

No Amendments

**CHAPTER 54  
CORROSIVE MATERIALS**

No Amendments

**CHAPTER 55  
CRYOGENIC FLUIDS**

No Amendments

**CHAPTER 56  
EXPLOSIVES AND FIREWORKS**

No Amendments

**CHAPTER 57  
FLAMMABLE AND COMBUSTIBLE LIQUIDS**

No Amendments

**CHAPTER 58**  
**FLAMMABLE GASES AND FLAMMABLE CRYOGENIC FLUIDS**  
No Amendments

**CHAPTER 59**  
**FLAMMABLE SOLIDS**  
No Amendments

**CHAPTER 60**  
**HIGHLY TOXIC AND TOXIC MATERIALS**  
No Amendments

**CHAPTER 61**  
**LIQUEFIED PETROLEUM GASES**  
No Amendments

**CHAPTER 62**  
**ORGANIC PEROXIDES**  
No Amendments

**CHAPTER 63**  
**OXIDIZERS, OXIDIZING GASES AND OXIDIZING CRYOGENIC FLUIDS**  
No Amendments

**CHAPTER 64**  
**PYROPHORIC MATERIALS**  
No Amendments

**CHAPTER 65**  
**PYROXYLIN (CELLULOSE NITRATE) PLASTICS**  
No Amendments

**CHAPTER 66**  
**UNSTABLE (REACTIVE) MATERIALS**  
No Amendments

**CHAPTER 67**  
**WATER-REACTIVE SOLIDS AND LIQUIDS**  
No Amendments

**CHAPTERS 68 through 79**  
RESERVED-No Amendments

**CHAPTER 80 REFERENCED STANDARDS**  
**No Amendments**

**APPENDICES A, B, C, D, E, F, G, H, I, L, M, N**  
**No Amendments**

**APPENDIX J**  
**BUILDING INFORMATION SIGN**

**Do Not Adopt Appendix J**

**Add New Appendix O**  
**SPECIAL EVENT GUIDELINES as follows:**

**1. Regarding Seating and/or Site Plans for Indoor or Outdoor Events**

Detailed plans will eliminate most of the problems that occur when a Fire Inspector does an inspection. Promoters with events that require a permit must attach a scaled or detailed floor or site plan to the permit application. A plan will assist the Fire Department in determining if the event will be safe and in compliance with codes.

The plans **must show** the following (provide what is applicable).

- The location and width of all exit doors, aisles in large exhibitor areas, and the main event aisle ways.
- The location, size, and identification number of exhibits, booths, cooking booths, and other displays spaces.
- The location and **size** of propane (LPG) containers.
- The location and width of the fire lanes and the location of fire hydrants.
- The distance from tents to property lines, fences, and structures.
- The location of fire extinguishers, exit lighting, and exit signs

**2. Regarding Tents and Canopies: Tents exceeding 200 square feet and canopies exceeding 400 square feet require permits.**

**Construction documents.** A detailed site and floor plan for tents, canopies, air-supported, air-inflated or tensioned membrane structures with an occupant load of 50 or more shall be provided with each application for approval. The floor plan shall indicate details of the means of egress, seating capacity, arrangement of the seating and location and type of any heating, food preparation and electrical equipment. The site plan shall indicate distances to lot lines, buildings, other temporary structures and

parked vehicles. The temporary structure shall be no closer than 20 feet to the aforementioned (some exceptions may apply).

**Access.** Access points to the site, fire lanes and fire hydrants shall be indicated on the site plan. Fire lanes shall be a minimum 20 feet in width and maintained free of obstructions. Fire hydrants shall have a minimum, unobstructed clearance of 20 feet on all sides with clear access to one side from a fire lane.

**Inspections.** Required prior to occupancy/use.

## **Fire Safety Requirements**

**Flame-resistant treatment.** Before a permit or approval is granted, the owner or agent shall file with the code official a certificate executed by an approved testing laboratory, certifying that the tents, air-supported, air-inflated or tensioned membrane structures and their appurtenances, sidewalls, drops and tops of temporary membrane structures, canopies, tarpaulins, floor coverings, bunting, combustible decorative materials and effects, including sawdust when used on floors or passageways, shall be composed of flame-resistant material or shall be treated with a flame retardant in an approved manner and meet the requirements for flame resistance as determined in accordance with NFPA 701, and that such flame resistance is effective for the period specified by the permit.

**Label.** Temporary membrane structures, tents or canopies shall have a permanently affixed label bearing the identification of size and fabric or material type.

**Certification.** An affidavit or affirmation shall be submitted to the code official and a copy retained on the premises on which the tent or air-supported structure is located. The affidavit shall attest to the following information relative to the flame resistance of the fabric.

1. Names and address of the owners of the tent or air-supported structure.
2. Date the fabric was last treated with flame-resistant solution.
3. Trade name or kind of chemical used in treatment
4. Name of person or firm treating the material.
5. Name of testing agency and test standard by which the fabric was tested.

**Combustible materials.** The areas within and adjacent to the tent or air-supported structure, shall be maintained clear of all combustible materials or vegetation that could create a fire hazard within 20 feet from the structure. Combustible trash shall be removed at least once a day from the structure during the period the structure is occupied by the public.

**Smoking.** Smoking shall not be permitted in tents or air-supported structures. Approved "No Smoking" signs shall be conspicuously posted.

**Open or exposed flame.** Open flame or other devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device are permitted provided they meet the standards listed in the next section.

**Spot lighting.** Spot or effect lighting shall only be by electricity, and all combustible construction located within six (6) feet of such equipment shall be protected with approved noncombustible insulation not less than 9.25 inches thick.

**Vegetation removal.** Combustible vegetation shall be removed from the area occupied by a tent, air-supported, air-inflated or tensioned membrane structure, temporary membrane structure or canopy and from areas within 30 feet of such structures.

**Waste material.** The floor surface inside tents, air-supported, air-inflated or tensioned membrane structures, temporary membrane structures or canopies and the grounds outside and within a 30-foot perimeter shall be kept clear of combustible waste. Such waste shall be stored in approved containers until removed from the premises.

**Portable fire extinguishers.** Fire extinguishers with a minimum 2A:10B:C classification are required. The number depends on the size of the structure.

### **3. Regarding concession stands/food vendors:**

Cooking Equipment and Food Warming Devices

- Listed below are approved cooking/warming appliances:
- Microwave and electric ovens
- Electric steam tables
- Electric cook top griddles
- Electric single well deep fat fryer or wok

Propane/butane use is **prohibited** inside tents.

#### **Extinguisher Required**

A 2A:10BC fire extinguisher shall be available in each cooking area and a “**Type K**” extinguisher if deep fat frying or Woks are used.

#### **Tents and Canopies, Outdoor Use for *Cooking Booths***

- Cooking booths must have 10' of clearance on two sides.

**Appliances with open-flame cooking tops, fryers, skillet frying, and woks cannot be located in a tent or under a canopy.**

**Exception** Woks, and open flame cooking may occur in a booth constructed as follows. Refer to drawing examples at the end of this document.

1. Use non-combustible siding and roofing materials to construct the main booth or
2. The main booth has a metal hood that vents out the top of the booth and the hood perimeter extends a minimum of 6" beyond all edges of cooking appliances.

- When using Woks or when deep fat frying, each booth must have a “**Type K**” fire extinguisher. Booths with other types of cooking must have a 40BC type fire extinguisher. Fire extinguishers must have a tag attached showing the fire extinguisher was serviced within the last twelve months.
- Propane or flammable liquids must not be stored inside.
- Propane cylinders less than 500 water gallons in size must be **at least 10' from the booth**. Propane cylinders 500 water gallons in size must be **at least 25' from any booth**.

Examples of cooking booth construction or configurations that would be approved for use. The size, design or appearance is not being represented by the drawing only the concept of a cooking booth that will be safe and in compliance with the International Fire Code.

**Appliances with open-flame cooking tops, fryers, skillet frying, and WOKS cannot be located in a tent or under a canopy.** Open-flame cook tops are burners with visible flames that heat or make contact with Woks, skillets, pans, etc. A secondary hard lid covering the appliances, made of fire-resistive material, and separated by a minimum of 3 feet behind the main booth and from adjacent tents or canopies can be used.

#### 4. Regarding Exhibit Booth and Display Requirements

- The travel distance within a booth or a vendor’s exhibit area to an accessible exit aisle shall not exceed 50 ft.
- Booths constructed of combustible materials, foam, wood (< 2” x 4”), cloth, and/or ***plastic tarps shall be fire retardant.***
- Booth, table and display areas shall be clearly marked so exhibits do not occupy or extend into exits and aisles. ***Do not block exit doors or fire alarm horns and pull stations, and fire extinguishers.***

#### 5. Regarding Exits and Aisle Use

It is important that all exits are available for use by men, women, and children at all times and especially during a fire, or other emergency.

- Aisles and exits shown on the approved floor or site plans shall be kept clean, clear, and free from obstructions. Easels, signs, displays, and other objects shall not encroach into aisles and exits from the booth, display, or stage areas.

#### 6. Regarding Fire Extinguishers

**Each event shall have** portable extinguishers, the **minimum size** must be a U.L classification **2A 10BC** and cooking areas using oil must have a **40BC**, and when deep fat frying or using Woks a “**Type K**” is required.

Extinguishers shall have a **current service tag** (serviced within the last 12 months), and be visible and accessible in the booth at all times.

## 7. Regarding the use of Propane

- Indoor Use: The use of propane inside of buildings is prohibited.
- Outdoor Use: Propane cylinders less than 500 water gallons in size must be at least 10' from any structure. Propane cylinders 500 water gallons in size must be at least 25' from the structure (not allowed under building eaves). Propane cylinders must be set on a firm foundation or be adequately secured and protected from potential damage.

## 8. Regarding Electrical Cords, Protection, and Use

**Not Permitted:** Household, small thin type extension cords. Spliced cords or homemade receptacles

- Cords subjected to foot or equipment traffic shall be protected from damage.
- Cords 3/8" or less in diameter shall be covered with hard plastic "office cord covers" or an approved alternate method.
- Cords equal to or larger than 3/8" in diameter shall use a plywood ramp style cover, or an approved alternate method.
- All **cord covers** must be secured in place using tape, nails, or other methods.
- Based on definitions, extension cords can have end connectors with multiple female receptacles and can be extended from a receptacle, power tap, or another extension cord.

## 9. Regarding 'Bouncy Houses':

**Door operation.** During high winds exceeding 50 miles per hour the use of doors in air-supported structures shall be controlled to avoid excessive air loss. Doors shall not be left open. *Because the design pressure is critical in maintaining the structural integrity of an air-supported structure, doors must not be kept open for extended periods. Controls on door usage help prevent excessive losses of internal pressure. When large openings are necessary, such as for vehicular traffic, vestibules help avoid excessive pressure loss.*

**Fabric envelope design and construction.** Air-supported and air-inflated structures shall have the design and construction of the fabric envelope and the method of anchoring in accordance with Architectural Fabric Structures Institute ASI77.

**Blowers.** An air-supported structure used as a place of assembly shall be furnished with not less than two blowers, each of which has adequate capacity to maintain full

inflation pressure with normal leakage. The design of the blower shall be so as to provide integral limiting pressure at the design pressure specified by the manufacturer.

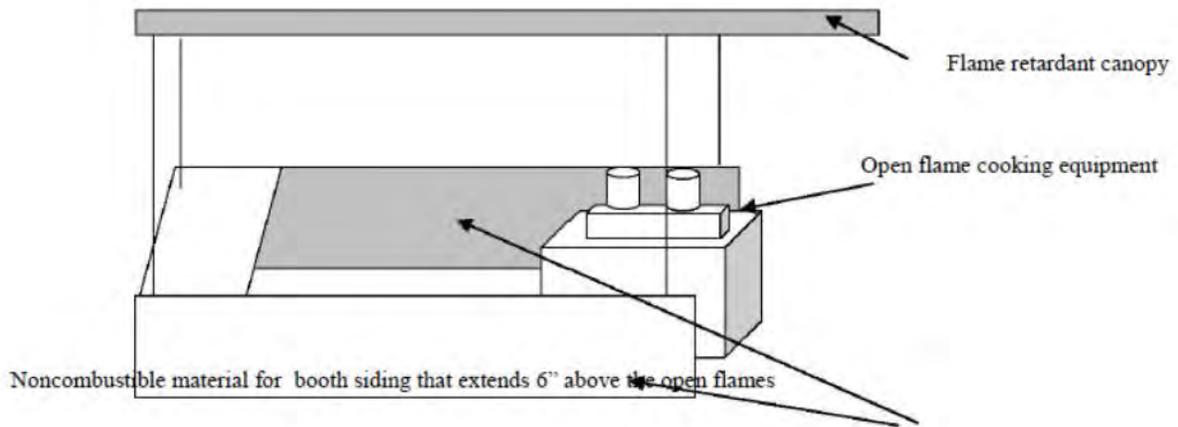
**Auxiliary power.** Places of public assembly for more than 200 persons shall be furnished with either a fully automatic auxiliary engine-generator set capable of powering one blower continuously for 4 hours, or a supplementary blower powered by an internal combustion engine which shall be automatic in operation.

Power cords shall be secured so as not to provide a tripping hazard or be located where vehicle or other traffic may damage the cord, causing a fire or injury risk.

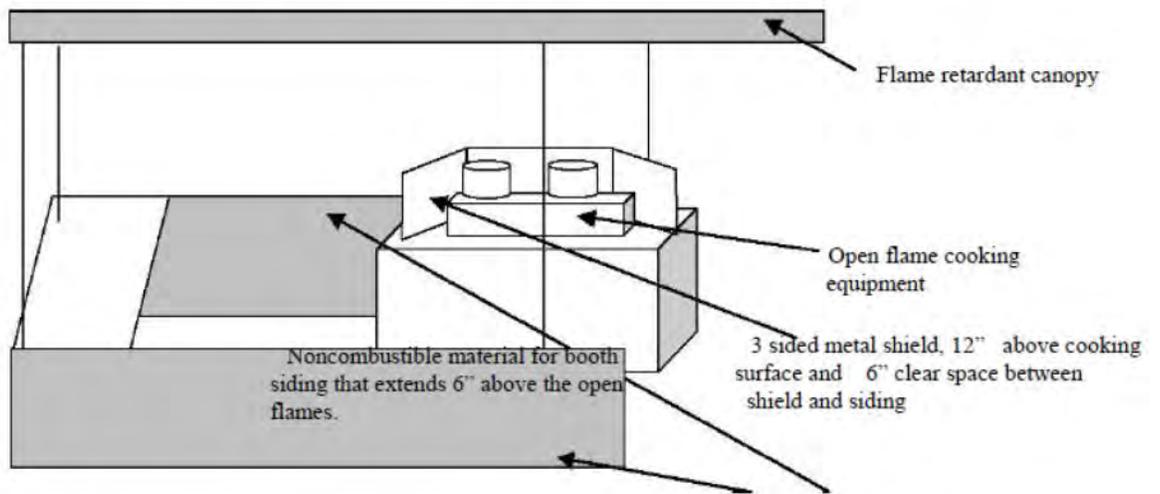
- Cords subjected to foot or equipment traffic shall be protected from damage.
- Cords 3/8" or less in diameter shall be covered with hard plastic "office cord covers" or an approved alternate method.
- Cords equal to or larger than 3/8" in diameter shall use a plywood ramp style cover, or an approved alternate method.
- All **cord covers** must be secured in place using tape, nails, or other methods.

Based on definitions, extension cords can have end connectors with multiple female receptacles and can be extended from a receptacle, power tap, or another extension cord.

**Option 1: Open Flame Cooking with no frying or deep fat frying.**

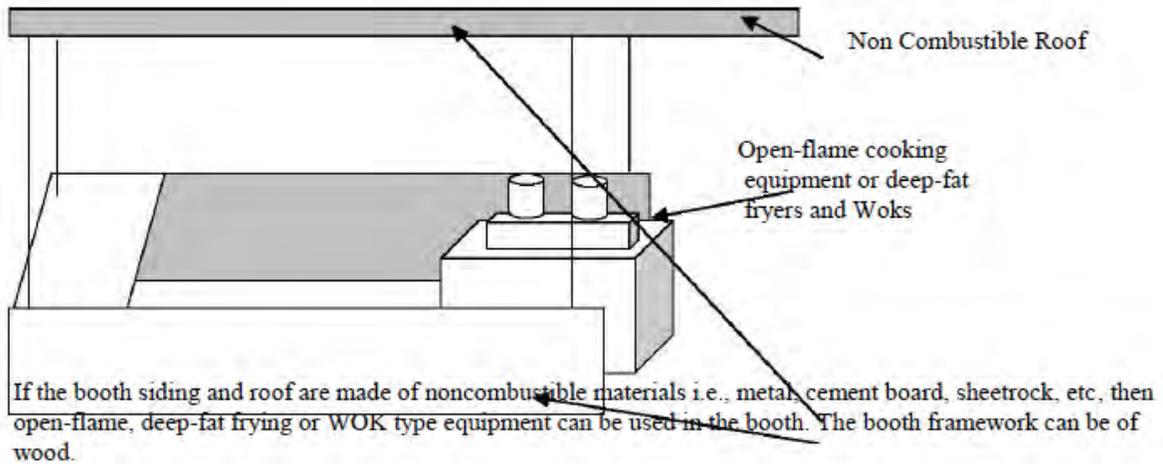


**Option 2: Open Flame Cooking with no frying or deep fat frying.**

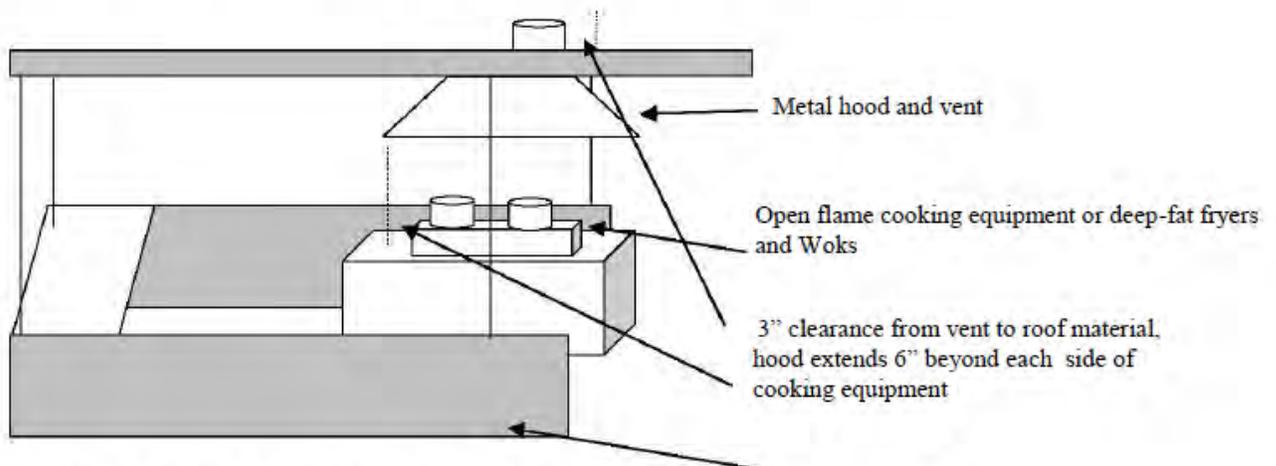


Refer to the following drawings for **additional configuration options** for open flame equipment, deep-fat frying or the use of Woks.

### Option 3: Open-Flame Cooking or deep fat frying.



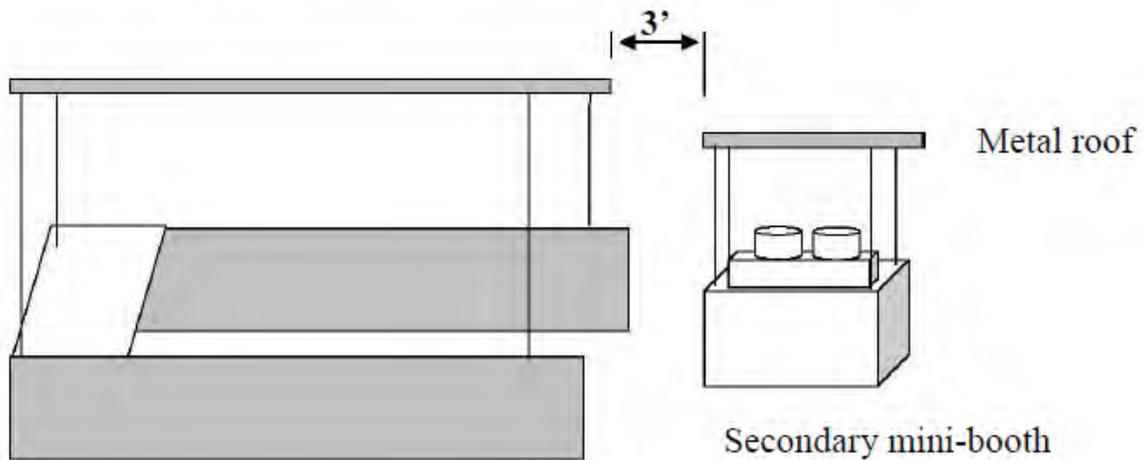
### Option 4: Open-Flame Cooking or deep fat frying and Woks.



A booth can be made of fire retardant treated combustible material e.g., wood, fabric, etc. if:

1. It has a metal hood that vents a couple feet above the roof.
2. The hood extends at least 6" beyond the perimeter of the cooking equipment.
3. The hood vent has at least 3" clearance from the roofing material unless a double-walled vent is used.
4. 12" clear space must be maintained between the cooking equipment and the sides of the booth unless the shield is used from Option 2 then 6" is permitted.

**Option 5: Open-Flame Cooking or deep fat frying and Woks.**



A booth made of fire retardant treated combustible material e.g., wood, fabric, etc, but without a hood and vent cannot have open-flame, deep-fat fryers or WOK type equipment under the booth roof covering or near its sides.

That type cooking equipment can be used if it is separated at least 3' from the sides and roof of the main booth and adjacent booths. The roof covering for the secondary mini-booth must be metal if located within 3' to 5' of the primary booth. Even if it is further away, it is not recommended to use fabric or other combustibles for that roof covering.

**Add New Appendix P  
EXCAVATIONS AND CONFINED SPACES as follows:**

**APPENDIX P  
EXCAVATIONS AND CONFINED SPACES**

**SECTION P 101  
GENERAL**

This Appendix shall apply to any man-made cut, trench, or depression in an earth surface formed by earth removal, and procedures to protect employees from the hazards of entry into confined space.

**SECTION P 102  
DEFINITIONS**

For the purpose of this appendix, certain terms are defined as follows.

**CONFINED SPACE:**

1. A space is large enough and so configured that an employee can bodily enter and perform assigned work tasks;
2. Has limited or restricted means for entry or exit ( example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits, are spaces that may have limited means of entry);
3. Is not designed for continuous employee occupancy.

**EXCAVATION**

Any man-made cut, cavity, trench, or depression in an earth surface formed by earth removal.

**TRENCH**

A narrow excavation made below the surface of the ground. In general the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet (4672mm). If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structures to the side of the excavation to 15 feet (4572mm) or less (measured at the bottom), then the excavation is also considered to be a trench.

**COMPETENT PERSON**

One who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate the hazard..

**SECTION P 103**

## **EXCAVATIONS AND TRENCHES**

Excavations and Trenches shall be in accordance with the Code of Federal Regulations (CFR) Title 29, Part 1926.660-652, Subpart P

### **SECTION P 104 CONFINED SPACES**

Confined spaces shall be accordance with CFR Title 29, Part 1910 Section 146

### **SECTION P 105 UNSAFE CONDITIONS**

When an unsafe condition exist during excavation and confined space the *Fire Code Official* shall order a stop work and all persons removed, until such times as adequate means have been taken to provide for the safety of persons working in or around the excavation or confined space.

### **SECTION P 106 COMPETANT PERSON**

A Competent person shall be on site at all times of excavation and/or confined space operation in accordance with CFR Title 29, Part 1926.651 (K), subpart P. This person shall be trained and certified to the latest OSHA required standards, and shall maintain on their person, or in their immediate possession all certifications and/or licenses required.

# SUPERSTITION FIRE & MEDICAL DISTRICT

## Resolution #2022-07-20-02

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**A FORMAL RESOLUTION OF THE GOVERNING BOARD OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, SUBSTITUTING THE 2018 INTERNATIONAL FIRE CODE IN PLACE OF THE EXISTING 2015 INTERNATIONAL FIRE CODE PREVIOUSLY ADOPTED, AND PROVIDING FOR CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO; AND AUTHORIZING THE APPLICATION AND ENFORCEMENT THEREOF.**

WHEREAS, the Superstition Fire & Medical District (the "District") did, effective the 20<sup>th</sup> day of April, 2016, adopt the 2015 International Fire Code, together with certain amendments thereto; and

WHEREAS, it has been determined by the governing board of the Superstition Fire & Medical District that it would be in the best interest of the District, its property owners, residents, and its neighbors to modify said version of the International Fire Code to work with and be consistent with certain building and safety codes authorized and enforced by other neighboring jurisdictions; and

WHEREAS, the Superstition Fire & Medical District wishes to replace the existing 2015 International Fire Code with the 2018 edition of the International Fire Code, together with certain amendments, revisions, and deletions thereto; and

WHEREAS, A.R.S. § 48-805(B)(7) empowers the governing board of the District to adopt a fire code and make amendments, substitutions, and revisions thereto; and

WHEREAS, the proposal to substitute the 2018 International Fire Code, together with certain amendments, revisions, and deletions thereto, in place of the 2015 International Fire Code, has been submitted to the State Fire Marshal's Office for review and approval; and

WHEREAS, notice has been given to the public by way of posting and publication, consistent with State law; and

WHEREAS, a public hearing has been held consistent with the statutory requirements of A.R.S. § 48-805, etc.

NOW THEREFORE, IT IS HEREBY RESOLVED that the Superstition Fire & Medical District Governing Board amends the existing 2015 International Fire Code, otherwise replacing it with the 2018 Edition of the International Fire Code, together with those certain amendments, additions, and deletions thereto, all as described in **Exhibit "A"** hereto.

FURTHER RESOLVED, the District is directed to keep three (3) copies of the newly revised International Fire Code on file at the District offices located at 565 N. Idaho Road, Apache Junction, Arizona, to be made available to the public.

FURTHER RESOLVED, that the District Fire Chief, Fire Marshal, Fire Inspector, and staff take all such action necessary and appropriate for the effective implementation of the same.

ADOPTED AND APPROVED on this 20<sup>th</sup> day of July, 2022.

By: \_\_\_\_\_  
Board Chairperson

ATTEST:

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

**Governing Board Meeting – July 20, 2022**

**Agenda Item: #9**

**Agenda Item Title**

Discussion and possible approval regarding the revision of the SFMD Bylaws revising Article X.1 Fire Code Adoption, to operate under the 2018 edition of the International Fire Code.

**Submitted By**

Fire Chief John Whitney

Assistant Chief Richard Mooney

**Background/Discussion**

The SFMD Board Bylaws need to be revised in Article X.1 – Fire Code Adoption, to operate under the 2018 edition of the International Fire Code.

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

None

**Enclosure(s)**

Revised SFMD Board Bylaws

**Recommended Motion**

*“Motion to approve the SFMD Bylaws revising Article X.1 – Fire Code Adoption, to operate under the 2018 edition of the International Fire Code.”*



**Go To Item 10**

**Go to Agenda**

# Governing Board Handbook & Bylaws

## Superstition Fire & Medical District



### Governing Board Members

Kathleen Chamberlain, Board Chairperson

Jeff Cross, Board Clerk

Todd House, Board Director

Jason Moeller, Board Director

Shawn Kurian, Board Director

### Adoption Dates:

July 20, 2022

September 15, 2021

August 16, 2017

September 16, 2015

April 17, 2013

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## **Introduction**

The Governing Board of the Superstition Fire & Medical District (SFMD) has approved this handbook and bylaws to guide governing board members with the necessary information needed to govern with excellence. This handbook is to assist existing and new members of the Superstition Fire & Medical District Governing Board understand roles and expectations relating to their capacity as an elected official. SFMD consulted many sources, such as the Arizona Revised Statutes (A.R.S.), Arizona Fire District Association (AFDA) publications and educational seminars, and other related authorities to establish these guidelines.

## **First Officials Acts**

As part of the first official acts, all board members shall complete the required onboarding process. Pursuant to A.R.S. §38-232, governing board members shall affirm and sign an oath of office before being seated after being elected or appointed. The same applies to each subsequent term. Pursuant to A.R.S. §38-431.01(G), all governing board members shall review the Open Meeting Law (O.M.L.) materials provided by the Secretary of State at least one day before taking office and sign a Statement of Compliance, indicating that they have done so.

In addition, the Governing Board Members shall complete a contact information form, sign a conflict of interest disclosure form to declare any potential conflicts of interest annually and sign an acknowledgment form after reading and understanding the guidelines discussed in this handbook.

## **Orientation**

All new Board Members are invited to an orientation session to provide them a basic understanding of the District. The Fire Chief will administer the orientation session.

### **General Topics:**

- Familiarization and introduction of staff
- Familiarization and tour of the District and the fire stations within the District
- Chain of command
- Explanation of the Arizona Revised Statutes
- Whom the District serves
- Tour, explanation, and demonstration of various apparatus and equipment
- Description of the volunteer program

Board Members are issued an electronic device and an SFMD email address to be used for district business. Monthly board packets, study session information, and other pertinent district information will be distributed electronically to the device. To protect the Board Member's privacy, please use the email address provided by the District and not a personal email address to conduct district business. All correspondences related to District business are subject to public records requests; if a personal email is used, it is subject to being searched for District-related correspondence

## **Commitments**

Board Members shall be committed to the following practices to accomplish their responsibilities to the best of their ability:

- Attend and actively participate at fire board meetings, work sessions, & public hearings.
- Review Board packets before each meeting to arrive prepared; ensure adequate and current information is obtained to make informed decisions; keep informed of developments relevant to issues before the Board.
- Work to accomplish the mission of the Fire District; unite for a common cause; respect the opinions of fellow board members and Fire District staff; refrain from being publicly critical of fellow Board Members' views outside of board meetings.
- Exercise independent judgment on decisions that come before the Board.
- Board Members shall not discuss confidential proceedings outside the Board meetings.
- Accept, respect, and support the Board's majority decisions; recognize authority is vested in the Board as a group and not in individuals.
- Recognize that the Board's job is to ensure that the Fire District is well managed, not to manage the operations of the Fire District.
- Avoid interfering with the duties of the Fire Chief or undermining the chief's authority; recognize the chain of command.

## **BYLAWS**

### **ARTICLE I: GENERAL**

1. Purpose: These Bylaws set forth the general rules and guidelines of conduct for the Superstition Fire & Medical District Governing Board.
2. Conflict with Applicable Law: In the event of any conflict in the laws governing the conduct of the Board, then such conflict shall be resolved by applying the regulating authority in the following order of priority: (a.) Arizona Revised Statutes Annotated; (b.) the Bylaws for the Superstition Fire & Medical District; (c.) the Standing Rules of the Board; and (d.) Robert's Rules of Order.
3. Reference to Applicable Law: Any reference made in the Bylaws to controlling or applicable law, rules, or regulations shall include all pertinent amendments there to.
4. Definitions: The following definitions shall apply to these Bylaws:
  - a. "Board" shall mean the governing body of the Superstition Fire & Medical District.
  - b. "District" shall refer to the Superstition Fire & Medical District.
  - c. "Standing Rules" shall mean the rules and regulations adopted by a majority of the Board from time to time as they are needed in establishing guidelines for a District meeting and Board Member conduct. Standing Rules may be amended by a majority vote of the Board.

### **ARTICLE II: THE BOARD**

1. Members: There shall be five (5) members of the Board.
2. Qualifications: A member of the Board must be a resident of the District for at least 1 year at the time of their election and must remain so during their incumbency. Employees of the District shall not be members of the Board, and conversely, a member of the Board shall not be an employee of the District (A.R.S.§48-805.B.1).
3. Election or Appointment: Board Members will be elected or appointed in accordance with the laws of the State of Arizona.
4. Term: Board members are elected for a term of four (4) years. Each member shall be installed at the December meeting following their election. Each newly elected member shall take the Oath of Office (A.R.S. §38-231) following the date that the balloting results are canvassed by the County Board of Supervisors. The term of each member shall begin on the first day of the month following that member's election.
5. Duties and Responsibilities: The members of the Board are vested with the authority for managing the affairs of the District, pursuant to the laws of the State of Arizona governing the management of fire districts.
6. Statutory Training: Beginning with the 2014 general election, Board members who are elected or appointed to the Board and a Fire Chief that is hired or appointed after November 5, 2014, shall attend six (6) hours of professional development training within 12 months of election or appointment. The training is provided by the Arizona Fire District Association (AFDA) per A.R.S. §48-803(H).

7. Authority of the Board: The authority of the Board is governed by the laws of the State of Arizona.
8. Compensation: The Board shall serve without compensation and will only be reimbursed for any actual and reasonable expenses incurred on behalf of the District.
9. Vacancies: In the event that there is a vacancy on the Board caused by the death, resignation, or any other reason of a Board member, then this vacancy may be filled by an individual selected by a majority of the remaining Board members in a manner determined by the remaining Board members. An individual selected by the Board shall serve until the expiration of the term of the Board member whose position they replaced. Board member's term will be deemed vacant if the person holding the office ceases to discharge the duties of office for the period of three (3) consecutive months per A.R.S. §38-291(6),(7).
10. Role of the Fire Board: The Board shall act through a majority of a quorum by action taken at public meetings. The Board has the ULTIMATE RESPONSIBILITY TO ADMINISTER THE DISTRICT. The Fire Board's responsibilities are set forth, in part, in A.R.S. §48-805.
  - a. The Board shall be responsible for setting the District's budget and setting District policies.
  - b. The Board may delegate authority to the Fire Chief to perform specific duties on behalf of the District.
  - c. The Board shall not engage in District operations and defers these duties to the Fire Chief to carry out in furtherance of the District's mission, policies, and standard operating guidelines.

Note:

- i. This provision is not to be interpreted that Board Members cannot talk to employees or that employees cannot speak to Board Members; nor does it mean Board Members cannot visit District facilities (including fire stations) or participate in any scheduled ride-along. Board Members are encouraged to be exposed to the workings of the District and to educate themselves to better represent both the District and the community they serve as a Board Member. However, Board Members shall conduct themselves professionally and shall not interfere with the duties of SFMD personnel.
  - ii. Consistent with section (d)(iv) below, in the event, a Board Member obtains, from any source, information that may impact the District (in either a positive or negative manner), the Board Member shall report the information to the Fire Chief and where appropriate report the information to the Board pursuant to an appropriately noticed agenda item.
- d. Board Members shall respect the District's Chain of Command.
- i. Board Members shall become familiar with the Districts Meet & Confer document, Memorandum of Understanding (MOU.), and Administrative Policies.
  - ii. Board Members should defer all operational issues to the Fire Chief.
  - iii. Any Board Member approached by an employee regarding a personal or personnel matter involving the District should refer the employee to the employee's direct supervisor or another officer or labor representative, and shall notify the Fire Chief as may be set forth in Administrative Policy.

- iv. Each Board Member should communicate, during a public meeting, (pursuant to an appropriately noticed agenda item), all substantive or significant information relevant to the District (whether positive or negative) that the Board Member obtained from sources apart from the board meetings or through correspondence addressed to all Board Members.
  - e. In addition to notifying the Board of District events during the Chief's Report at regular meetings of the Board, the Board shall instruct the Fire Chief to promptly inform the Board regarding certain types of events/incidents as they develop. In most situations, the Fire Chief may notify the Board by email and where possible within 24 to 48 hours with more serious events or incidents requiring more immediate notification. From time to time, the Board may instruct the Fire Chief as to the manner of notification and the timing of notification. Examples include:
    - i. For incidents that involve the arrest, termination, suspension, or demotion of an employee;
    - ii. When an employee is separated from employment for any reason;
    - iii. In the event of an employee's (on or off duty) death.
    - iv. When an employee is permanently promoted.
    - v. Whenever SFMD apparatus leave the District for wildland fire deployments/assignments.
    - vi. Anything deemed by the Fire Chief to be of significant interest to the Board or community.
11. **Role of Individual Board Members:** Board members individually have no authority to act on behalf of the District. Board members shall use their best efforts to make decisions based on the best information available and use their best efforts to ensure each of the Board members has the same information available upon which decisions in the District's best interest are made.
12. **Disclosure:** Within a reasonable time following election or appointment, each Board Member shall disclose any conflicts of interest or potential conflicts of interest that each Board Member has or may have regarding the District. The Board shall regularly update its Disclosure Statements each December. In addition, any Board Member is required to disclose any conflict or potential conflict that may arise during any board member's term.

### **ARTICLE III: OFFICERS**

- 1. **Officers:** The Board shall be administered by a Chairperson and a Clerk.
- 2. **Qualifications:** All officers must be members of the Board.
- 3. **Election:** All officers must be nominated by at least one Board Member and must be elected by a majority vote of the Board.
- 4. **Term:** All officers shall serve for a term of two (2) years. Officers may be reelected at the end of any term. The term of office shall be calculated from the date of the first meeting held in December of each year.

5. The Chairperson: The Chairperson is primarily responsible for ensuring that the business of the public meetings is transacted in a proper order and is reasonably expedited. The Chairperson must ensure that all members observe the appropriate procedure and that order and decorum is observed at the meetings.
6. The Clerk: The Clerk is the official custodian of all the records of the District. The Clerk, in the event of the Chairperson's absence or inability to act, shall have all the authority of the Chairperson.
7. Pension Board Chairperson: The Board Chairperson, or the Chairperson's designee, shall also serve as the local Pension Board Chairperson. Each employer who participates in PSPRS must establish a five person Local Board, which includes a chairperson, two appointed persons, and two individuals who are contributing members of the Plan (elected by secret ballot election from all the contributing membership for that group). <https://www.psprs.com/employers--local-boards/>
8. Removal of Officers: An officer may be removed for just cause in the following manner: at least two (2) members must propose the removal of any one officer. In order for an officer to be successfully removed from office, a majority of a quorum of members of the Board must vote for such removal.
9. Death or Resignation of Officers: Any officer may resign at any time by giving the Board Chairperson and Fire Chief written notice of their resignation. Upon the death of an officer, the office shall be deemed to be vacant as of the date of death.
10. Vacancies: In the event that an office of the Board becomes vacant, the Board shall elect a replacement at the next meeting after the occurrence of the vacancy to fill the vacant position or as soon thereafter as practical under the circumstances. The newly elected officer shall then serve until the expiration of the term of the officer whom they replaced.

#### **ARTICLE IV: BOARD COMMITTEES**

1. Formation: The Board Chairperson or the Board as a whole may direct the formation of a committee. In addition, any member of the Board who is present at a meeting may propose establishing a committee. A committee may be appointed for one of the following purposes or any other purpose deemed reasonable by the Board:
  - a. To consider and recommend suitable action on any other matter referred to ;
  - b. To investigate a specific issue and report facts with its opinions thereon;
  - c. To represent or act for the District in a specific matter.
2. Term: The committee may serve for a term or purpose, as designated by the Chairperson or Board. Should the committee fail to make its recommendations or file its report within the designated term, the Board may extend such term or discharge the committee as it sees fit.
3. Membership Qualifications: Any individual residing within or out of the District may be appointed as a committee member. Nominations for membership to the committee may be made by the Board or made by appointment from the Chairperson. In the event that nomination is made from the Board, then the member may only qualify if they receive a majority vote of those Board Members present at the meeting. No more than two (2) members of the Board may be appointed as committee members.

4. Authority of the Committee: A committee is authorized to perform only such acts as are within the reasonable scope of the committee's objective. Expenses incurred by the committee must receive prior approval of the Board and must be reasonable in scope.
5. Records of Committee Action: The committee is required to keep the minutes of its meetings and abide by applicable Open Meeting Laws.
6. Reports to the Board: The committee shall present its written report or recommendations to the Board at a public meeting designated by the Board.
7. Discharge: The committee is discharged at the time of making its report or recommendations to the Board, unless:
  - a. The Board requests the committee to review the report or recommendations and make modifications;
  - b. The Board decides to discharge the committee prior to the making of the report; or
  - c. The committee is a standing committee.
8. Structure: The Chairperson of the Board will appoint a Chairperson of the committee. The Chairperson is the member who reports to the Board. The committee may also select a Secretary.
9. Committees Formed by Fire Chief: The Fire Chief may, from time to time, form a committee to study any issue and may report to the Chairperson or the Board. Any such committee may be created and shall conduct its business under the direction of the Fire Chief or his designee and shall not be governed by these Bylaws.

## **ARTICLE V: MEETINGS**

1. Meetings: The Board will follow the Open Meeting Law per A.R.S. §38-431 and all public meeting requirements under Arizona law.
2. Notice: Notice of the meeting of the Governing Board will be given per A.R.S. §38-431.02 and shall include an agenda of the matters to be discussed or decided at the meetings.
3. Quorum: Three (3) Members of the Board shall constitute a quorum. Board members may attend in person or remotely. Should the Board members present at the meeting fall below the required number for a quorum, then the meeting may be reconvened at a designated later time or date when a quorum is present.
4. Agenda: The agenda must be available at least 24 hours in advance of the meeting, unless (a.) an actual emergency exists, or (b.) a meeting has been recessed and except for an emergency situation, only matters listed on the agenda and other matters related thereto may be discussed, considered, or decided at the meeting.
5. Regular Meetings: Regular public meetings shall be held monthly, on such a day and time as the Board or Board Chairperson may from time to time determine.
6. Special Meetings:
  - a. The Chairperson may call a special meeting at any time by giving the notice required by law and providing an agenda for the special meeting, as required by Arizona Revised Statutes.

- b. At the written request of two (2) Board Members, the Chairperson shall call a Special Meeting by giving the notice required by law and providing an agenda for the Special Meeting as required by Arizona Revised Statutes. In the event the Chairperson fails to call a Special Meeting, at the written request of two (2) Board Members, the Clerk shall call the Special Meeting.
7. Ratification of a Prior Act: The notice requirement for ratifying a prior act taken in violation of Arizona law is 72 hours. Ratification must occur within 30 days after the discovery of the violation or after such discovery should have been made by the exercise of reasonable diligence. The procedure for ratification is prescribed in A.R.S §38-431.05(B).
8. Emergency Meetings: In the case of an actual emergency, less than 24 hours' notice of a meeting may be given, and the notice that is given shall be appropriate to the circumstances generating the emergency; however, there are three (3) requirements that must be met which are as follows:
  - a. Prior notice as is reasonable must be given;
  - b. An announcement must be made at the meeting of the reasons necessitating the emergency meeting;
  - c. A statement must be made in the minutes of the meeting setting forth the reasons for the emergency meeting; and
  - d. Within 24 hours after the meeting, a public notice must be posted declaring that an emergency session has been held and setting forth the information required by statute.
9. Meeting Recessed: Less than 24 hours' notice may be given when a properly noticed meeting is recessed to a later date. Prior to the recessing a meeting, notice must be publicly given as to the time and place of the resumption of the meeting or the method by which notice shall be publicly given.
10. Order of Business: The order of business at a Board meeting is generally as follows; however, the order of business may be changed by the Chairperson or majority of the Board:
  - a. Call to Order and Pledge of Allegiance.
  - b. Roll Call and a determination that a quorum exists.
  - c. Recognition and Special Awards.
  - d. Financial Reports.
  - e. A call to the public, for comments about the District (subject to any time limitation).
  - f. Consent agenda items, including the minutes of the previous meeting(s).
  - g. Old business/New Business Items
  - h. Chief's Report.
  - i. Announcements.
  - j. Future Agenda Items. A Governing Board Member may bring forth general topics for future meeting agenda. However, the Governing Board may not discuss, deliberate, or take any action on the topics presented pursuant to A.R.S. § 38-431.02[H)].
  - k. Adjournment.
11. Minutes: The written minutes record all official acts of the District taken by the Board.

12. The Approval, Ratification, and Amendments to the Minutes: The Board Meeting minutes shall be approved, amended, or modified at the next regular or special meeting or as soon thereafter as is reasonable. Upon review and approval of the minutes, those minutes shall be signed by the Clerk.
13. Conduct of the Meeting: The Chairperson will preside at all regular, special, or emergency meetings. In the event that the Chairperson is not present, then the Clerk will preside. In the absence of the Chairperson Clerk, the Board Member with the most seniority will preside. The meeting shall also be conducted pursuant to the following requirements:
  - a. Voting will be done by voice vote or a show of hands in a manner sufficient to give the Chairperson notice of each member's vote. In the event that any Board Member requests a roll call count, then the Chairperson shall require a roll call vote.
  - b. The public shall have access to all meetings except for Executive Session.
  - c. The Board may arrange for participation by telephone or video conference for a Board Member otherwise unable to attend in person. In the event that a telephone or video conference is made available, then the following procedure must be followed:
    - i. the notice or the agenda should state that one or more members of the Board will participate by such method to the extent this information is available at the time of posting the agenda;
    - ii. facilities must be set up to permit use of telephone or video communications by those in attendance at the meeting;
    - iii. there should be a clear identification of all members participating by such method; and
    - iv. the minutes of the meeting should identify members participating by telephonic or video communications and should describe the procedures followed.
  - d. The Consent Agenda is intended to streamline the purchase of items or services, which are included in the District's budget. Therefore, any Board Member may request that an item be removed from the Consent Agenda and considered separately. If such a request is made the Chairperson may alter the order of business to consider the separate item either before or after the remainder, if any, of the Consent Agenda.

## **ARTICLE VI: EXECUTIVE SESSIONS**

1. Requirements: Upon, and only upon, a public majority vote of sufficient members to constitute a quorum, an Executive Session may be held only for the purposes specified by A.R.S. §38-431.03(A).
2. Procedures: Before the Board goes into Executive Session, a majority of the members constituting a quorum must vote at a public meeting to hold such an Executive Session. The vote may permit the holding of an Executive Session during or immediately following the public meeting or at some later date, whether specified or to be scheduled.
3. Notice: If an Executive Session is to be held the agenda shall identify the specific provision of law authorizing the Executive Session.

4. Agenda: The agenda for an Executive Session shall include only a general description of the matters to be considered and shall not contain information that would defeat the purpose of the Executive Session.
5. Confidentiality: The Chairperson, or other person conducting the Executive Session in the absence of the Chairperson, shall advise all persons present of the confidential nature of Executive Session.
6. Limitation on Conduct in Executive Session: The Board may not take an informal or preliminary vote or a final vote or make a final decision in the Executive Session; such action must be taken at a public meeting convened for that purpose. At the public meeting after the Executive Session, sufficient information should be given to the public to apprise the public of the action's basic subject matter.  
  
Notwithstanding these limitations, the Board may give directions in Executive Session for the reasons authorized in A.R.S. §38-431.03(A)(4), (5), and (7).
7. Emergency Executive Session: An emergency executive session may be called provided that:
  - a. Such prior notice as is practical shall be given to the public.
  - b. The reason for the emergency session is announced publicly immediately prior to the executive session; and
  - c. Within 24 hours after the emergency executive session, an agenda is posted setting forth the information required pursuant to article vi paragraph 4.

## **ARTICLE VII: MAINTENANCE OF RECORDS**

1. Records Retention: The Board follows all Arizona Revised Statutes and Arizona State Library, Archives, and Public Records Retention Schedule for all records, including minutes and agendas. It is the responsibility of the Clerk to maintain all the records of the District and to keep such records in current order.
2. Written Minutes: The minutes must be taken of all public meetings and executive sessions, and contents follow Arizona Revised Statutes Annotated (A.R.S. §38-431.01(A)). Either written minutes or a meeting recording must be available for public inspection within three (3) working days after the meeting, except that no recording of any executive session is available to the public. The following information must be in the minutes:
  - a. The date, time, and place of the meeting.
  - b. The members of the Board recorded as either absent or present.
  - c. A general description of the matters discussed or considered even where no formal action or vote is taken with respect to those matters. With respect to the executive session, the general description shall be deemed sufficient if it refers to the sub-section of Article VI, Section 1 under which the executive session was held.
  - d. An accurate description of all legal actions proposed, discussed, or taken and the names of persons who proposed and seconded each motion. The minutes must also reflect how the body voted and the breakdown of the vote of each member, if not unanimous.

- e. The name of each person making a statement or presenting material to the Board and a specific reference to the action the statement or presentation relates too.
  - f. A full description of the nature of any emergency matter, specifically including, but not limited to, the circumstances necessitating the emergency.
  - g. In the event that a prior act is ratified, a copy of the disclosure statement is required for such ratification.
3. Maintenance of Records: A record of all notices, including a copy of each notice posted and information regarding posting date, time, and place, must be kept. Records are to be maintained for a period as provided in the District's records retention schedule.
  4. Tape Recordings: Minutes may be taken in writing or may be recorded by tape recorder or videotape recorder.
  5. Executive Sessions: The minutes of an executive session must be kept confidential. The Board must advise all persons present at the executive session as to the executive session's confidential nature, and the minutes should reflect that such advice was given. The minutes of an executive session must contain the following information:
    - a. The date, time, and place of the meeting.
    - b. The members of the Board recorded as either present or absent.
    - c. A general description of the matter considered, along with reference to the sub-section of the statute under which the executive session was held.
    - d. A statement for the reasons for any emergency considerations of any matters not on the agenda.
    - e. Instructions to legal counsel or to the representative of the District in labor or real estate negotiations.
    - f. Such other information as the Board deems appropriate.
  6. Disclosure of Minutes of an Executive Session: Minutes of an executive session may not be disclosed to anyone except as follows:
    - a. Any member of the Board.
    - b. Any officer, appointee, or employee who was a subject of the discussion.
    - c. Staff personnel to the extent necessary to perform their duties to prepare and maintain the executive session minutes.
    - d. The attorney for the Board to the extent necessary for representation.
    - e. The Auditor General, Attorney General, or County Attorney in the connection with the lawful performance of their duties to conduct a financial or performance audit, or an investigation, pursuant to A.R.S. § 38-431.03(B)(4) or 38-431.06.
    - f. The Court for purposes of a confidential inspection. A.R.S. § 38-431.03(F).

7. Committees: Committees shall keep minutes of their proceeding. The committees shall present their reports and/or recommendations at a public meeting, and the minutes of such public meeting must reflect the substance of the report and/or recommendation. The minutes should also reflect the names of the committee members supporting the report or recommendation and the names of those committee members not in support of the report or recommendation.
8. Agendas: The agendas for all meetings shall be preserved with the written minutes of each meeting and must be maintained as specified in the District's records retention schedule.

## **ARTICLE VIII: FINANCES**

1. Annual Report to Pinal County: The Board shall submit an annual report to Pinal County pursuant to the requirements of the law of Arizona, as amended from time to time.
2. Annual Budget: The Board shall prepare an annual budget containing detailed estimated expenditures for each fiscal year. The budget must clearly show the salaries payable to the employees of the District, including the Fire Chief. Notice of the budget must be given as required by the law of Arizona and must be adopted by the Board pursuant to those laws. Copies of the budget must be available to members of the public upon written request. A complete copy of the adopted budget shall be posted in a prominent location on the District's official website per A.R.S. §48-805.02(A).
3. Annual estimate: No later than August 1st of each year, the Chairperson must submit to the Board of Supervisors of Pinal County an estimate, certified by items, of the amount of money required for the equipment and maintenance of the District for the ensuing year, less the amount due from the county Fire District Assistance Tax. In all other ways, the annual estimate must comply with the requirements of the laws of the State of Arizona.
4. Authorized Expenditures: The Board is authorized to make expenditures as is permitted by Arizona laws, as amended from time to time. The Board may, by resolution of a majority of the members constituting a quorum, adopt a purchasing policy which may, among other things, include specific authority for officers, appointees, or employees of the District to make expenditures and have signature authority pursuant to the purchasing policy. In addition, the purchasing policy may be amended from time to time by a majority vote of the members constituting a quorum.

## **ARTICLE IX: EXECUTION OF DOCUMENTS**

1. General: All documents, instruments or any written material whatsoever binding upon the District shall be executed by the Chairperson of the Board for the District, or in the Chairperson's absence, by the Clerk, provided, however, that the Board may authorize other Board Members, the Chief, or other District officers, employees, or appointees of the District to execute documents, instruments, or other written material on behalf of the District.
2. Finance Documents: All documents, instruments, and any written material whatsoever which evidence money owed by, or money owed to, the District should be executed by a minimum of two (2) Board Members. Notwithstanding the foregoing, the Board may authorize officers, appointees, or employees to sign checks pursuant to a purchasing policy adopted by the Governing Board.

## **ARTICLE X: FIRE CODE**

1. Adoption: The Board currently operates under the 2018 Edition of the International Fire Code, with amendments in accordance with Arizona statutes. The District must keep three (3) copies of the code, including amendments and revisions, on file for public inspection.
2. Amendments or Revisions: Amendments or revisions to the code may be adopted after a hearing. The proposed revisions and/or amendments shall be posted in three (3) public places and published in a newspaper of general circulation in the District 30 days prior to a public hearing to adopt the amendments and/or revisions.
3. Fire Protection Standards: The Board may assist the State Fire Marshal in the enforcement of fire protection standards within the District.
4. Professional Standards: The Board may adopt, amend, or revise such professional standards as it deems appropriate for the administration of the District services, including but not limited to the International Fire Code and the National Fire Protection Association (NFPA) Codes and standards.

## **ARTICLE XI: PENSION BOARD**

1. Participation in the Public Safety Personnel Retirement System (PSPRS) and Pension Fund: The Board shall have the authority to direct the District to participate in and conform to the state standards for the PSPRS. Nothing in this Article shall be construed in a manner contrary to PSPRS standards or requirements. The Local Pension Board shall be organized under and follow procedures as set forth under A.R.S. 38, Chapter 5, Article 4: Public Safety Personnel Retirement System.

## **ARTICLE XII: CONSTRUCTION**

1. Construction of Bylaws: The Governing Board Bylaws shall at all times be construed in a manner consistent with Arizona law and any applicable statutes, regulations, ordinances, or standards.

## **ARTICLE XIII: AMENDMENT**

1. Interpretation: These Bylaws will be interpreted, to the fullest extent possible, in accordance with Arizona law. In the event any portion of these Bylaws is contrary to a provision of Arizona law, that portion shall be of no further force or effect; however, the remaining provisions of these Bylaws shall remain in full force and effect.
2. Amendment of Bylaws: Amendments to these Bylaws may be proposed in writing at any regular or special public meeting of the Board. Such proposed amendments shall be acted upon at the next regular public meeting of the Board or at a special public meeting called for that purpose and shall be adopted by an affirmative vote of a majority of the Board Members present. Notice of intention to present an amendment to these Bylaws for adoption shall be contained in the notice of the meeting.

APPROVED AND ADOPTED by the Superstition Fire & Medical District Governing Board at a public meeting on July 20, 2022.

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Jeff Cross, Board Clerk

State of Arizona

County of Pinal

The following instrument was acknowledged before me on this 20<sup>th</sup> day of July 2022 by Jeff Cross, Clerk of the Governing Board of the Superstition Fire & Medical District.

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Notary Public

**Governing Board Meeting – July 20, 2022**

**Agenda Item: #10**

**Agenda Item Title**

**Discussion and possible approval of Policy: 1046 Employee Corrective Action & Discipline and Policy: 1002 Promotions and Transfers**

**Submitted By**

John Whitney, Fire Chief

Anna Butel, Administrative Services Director

**Background/Discussion**

SFMD has reviewed selected policies to ensure consistency in practice and policy. Similar to the process used during the creation of the policy manual, these policies were reviewed and revised by SLT, Labor, the policy committee, and the membership.

The 7-day minimum for Board and membership review has been satisfied.

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

N/A

**Enclosure(s)**

1046 Employee Corrective Action & Discipline

**Recommended Motion**

*“Motion to approve policy 1046 Employee Corrective Action & Discipline and policy 1002 Promotions and Transfers.”*



**Go To Item 11**

**Go to Agenda**

# Policy 1002 – Promotions and Transfers

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Last Revision: 07/20/2022

## 1. PURPOSE AND SCOPE

The purpose of this policy is to describe the process for promotion and transfer within the ranks of the Superstition Fire & Medical District.

## 2. POLICY

The Superstition Fire & Medical District determines promotions and transfers in a nondiscriminatory manner. It is the policy of the Superstition Fire & Medical District to utilize the promotional testing criteria, study materials, and testing instruments available from authenticated and validated local, regional, and nationally recognized best practices in the fire service when feasible.

Nothing in this policy is intended to supersede any contract language related to promotional requirements that may exist in a memorandum of understanding.

## 3. PROMOTIONS

Promotional testing processes for classified positions may be conducted at any time, at the discretion of the Fire Chief. Only employees who meet the minimum requirements set forth in the job description and promotional testing announcement may participate in the promotional testing process.

Open classified positions constituting a promotional opportunity with the SFMD will be posted internally, and current employees should be given first consideration to fill these open positions. An open recruitment process may be utilized under the following circumstances:

- An insufficient number of internal candidates apply for the position.
- In the opinion of the Senior Leadership Team, the open position could be better filled by an open recruitment.

Qualified candidates who are not selected for the open position will be placed on a promotional eligibility list in order of their final scores from the promotional testing process. Promotional eligibility lists may remain in effect for one year unless exhausted before their expiration. The Fire Chief may extend a promotional eligibility list for an additional period, not to exceed two years in total.

Administrative Services will be responsible for publicly posting promotional eligibility lists.

Unclassified positions may be posted for internal promotion, open external recruitment, or appointment, at the discretion of the Fire Chief.

All candidates shall meet the minimum standards required by state law. Candidates will be evaluated based on merit, ability, competence, and experience, in accordance with the high standards of integrity and ethics valued by the District and the community.

Validated, job-related, and nondiscriminatory employment standards shall be established for each job classification and shall minimally identify the training, abilities, knowledge, and skills required to perform the position's essential duties in a satisfactory manner (see the Position Descriptions Policy). Each standard should include performance indicators for candidate evaluation. Administrative Services should maintain validated standards for all positions.

### 3.1 PROMOTIONAL PROBATIONARY PERIOD

Employees selected for promotion should serve a one-year probationary period in the new position. If the employee fails to sufficiently perform the duties of the position during the probation, the employee may be returned to their former position or transferred to a similar position (if available) at the discretion of the Fire Chief.

### 3.2 ACTING (OUT OF CLASS) TEMPORARY PROMOTIONS

A Unit Member who meets the following criteria is entitled to a 5% increase in pay. Acting out of class and temporary promotions are based upon the employee's current rank. Only if the employee is promoted will a change in step and grade occur.

1. When a Unit Member works out-of-class for ten (10) or more consecutive shifts, the employee's base pay rate shall increase by 5% for the duration of the acting assignment. This adjustment shall be retroactive to the first shift of the assignment.
2. A Unit Member working an acting assignment on a reasonably regular but non-consecutive basis shall receive out-of-class compensation for the duration of the assignment if they work at least 480 hours in a 6-month period. If this occurs, the employee's compensation shall be retroactive to the first day of the acting assignment within the calculated six (6) month period.
3. If a vacancy is expected to extend beyond 10 shifts, 30 days, or to meet a particular need, the Fire Chief or their designee may temporarily promote an employee. This adjustment shall be retroactive to the first day of the assignment and remain for the duration of the assignment.

## 4. TRANSFERS

The following positions are defined as transfers and are not considered promotions:

- Training Officer
- Battalion Safety Officer

#### 4.1 DESIRABLE TRANSFER QUALIFICATIONS

The following qualifications are considered for transfer:

- Three years of experience
- Completion of the probationary period with the Superstition Fire & Medical District
- Expressed interest in the transfer position
- Education, training, and demonstrated abilities in areas related to the transfer position
- Completion of any local, regional, or national training or certification for the transfer position

#### 4.2 TRANSFER CRITERIA

The following criteria apply to transfers:

1. Administrative evaluation as determined by the Fire Chief. This shall include a review of supervisor recommendations. Each supervisor who has supervised or otherwise been involved with the candidate should submit these recommendations.
2. The supervisor recommendations should be submitted to the Assistant Chief/Director for whom the candidate will work. The Assistant Chief/Director should schedule interviews with each candidate.
3. Based on supervisor recommendations and those of the Assistant Chief/Director after the interview, the Assistant Chief/Director should submit his/her recommendation to the Fire Chief.
4. Transfers will be made by the Fire Chief.
5. Members transferred from a 56-hour schedule to a 40-hour schedule are entitled to a 5.5% incentive pay to keep the employee's annual salary the same.

The policy and procedures for all positions may be waived for temporary assignments, emergency situations, or for training in accordance with any applicable memorandum of understanding.

# Policy 1046 – Employee Corrective Action & Discipline

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Last Revision: 07/20/2022

## 1. PURPOSE AND SCOPE

Superstition Fire & Medical District members are required to conduct themselves in a highly self-disciplined manner, obeying the SFMD Policies, Procedures, and guiding documents. The scope of this policy outlines the different corrective/disciplinary actions within SFMD's progressive discipline process. In situations where members do not adhere to these expectations, supervisors, with guidance from Human Resources, are expected to take the necessary action(s) to correct the problem.

## 2. GENERAL INFORMATION

It is the policy of the Superstition Fire & Medical District that corrective action and discipline be administered in a corrective, progressive (where appropriate), and lawful manner.

The principal objective of corrective action and/or discipline is to improve behaviors or correct performance concerns. Proceedings and the results thereof are confidential and it is the responsibility of everyone involved to maintain this confidentiality. However, all corrective/disciplinary actions are subject to disclosure via a public records request. All media inquiries pertaining to disciplinary actions shall be directed to the Fire Chief or designee.

## 3. EMPLOYEE REPRESENTATION

All employees have the right to representation in corrective action and/or discipline if they choose. The presence of a Union Representative will require a non-unit supervisor to become involved. If the second level of supervision or above is directly involved in the corrective action, discipline, or investigation of a member represented by Local 2260, the right of Union representation will be told directly to the member. When a member requests not to be represented by the Union, that request will be honored and documented.

## 4. PROGRAMS FOR IMPROVING JOB PERFORMANCE

In most cases, minor job performance problems can be resolved by the supervisor bringing the problem to the attention of the employee, and the employee making the proper modification in his/her performance. When a serious job performance problem is identified, the decision must be made whether to solve it through:

- Training
- Non-Disciplinary Counseling

- Corrective Action
- Discipline

Each situation will be considered separately, and it will be the supervisor's responsibility, with guidance from their chain of command and human resources, to make a determination as to the best course of action to resolve the situation.

If the situation is determined to be a training problem, a Performance Improvement Plan (PIP) may be developed for the member. When utilizing the PIP, it must clearly identify the member's problem area(s) and measurable objectives for improvement. It must also indicate a reasonable time frame within which the objectives are to be met. Periodic meetings with the employee should be held and documented using the biweekly meeting worksheet. At the completion of the PIP, if the member's performance has been corrected, an overall recommendation form should be completed indicating measurable improvement within the standards in all areas. If the member's performance has not improved sufficiently, a decision will need to be made as to how to proceed.

## 5. DETERMINING THE PROPER COURSE OF ACTION

After an incident or complaint has been thoroughly investigated by human resources and the need for corrective action or discipline determined, a decision concerning the action that would be most effective must be made. Factors to be considered in making this decision are:

- The seriousness of the offense.
- Member's past history with the District.
- SFMD past practices with similar offenses.

Consistency is critical to any corrective action or disciplinary system. Although actions taken for the same offenses should be similar, the final decision to determine the exact action will be made after considering the factors previously listed and applying them to the particular situation.

For the processes on all corrective action or disciplinary procedures, supervisors and employees are encouraged to review the Corrective/Disciplinary Action Matrix to ensure all the responsibilities of the supervisors and employees are met.

## 6. SUPERVISORY COUNSELING DEFINITIONS

**Verbal** - This is the lowest level of corrective action. A verbal counseling serves to notify employees that certain behaviors or performance deficiencies need changing/improving. The supervisor will complete the Employee Corrective Action Form and forward it to the second-line supervisor and Human Resource Manager to be placed in the employee file.

**Written** - A written reprimand serves to notify the employee in writing that they are not meeting an expectation in some area. Written reprimands are to be approved by Human Resources for protocol purposes prior to issuing a notice of intent to discipline. The Employee Corrective Action Form and any

supplemental information will be documented in the reprimand. This document will be forwarded to the second-line supervisor and the Human Resource Manager to be placed in the employee file.

## **7. DISCIPLINARY PAY REDUCTION, SUSPENSION, DEMOTION, OR TERMINATION DEFINITIONS**

**Disciplinary Pay Reduction or Suspension** – A disciplinary pay reduction is when an employee’s base rate of pay is reduced either temporarily or permanently. A suspension is when an employee is released from work duties without pay for a specified period of time. Disciplinary pay reduction or suspension paperwork is to be reviewed by Human Resources for protocol purposes prior to issuing a notice of intent to discipline. The Employee Corrective Action Form and any supplemental information will be documented in the paperwork. This document will be forwarded to the second-line supervisor and the Human Resource Manager to be placed in the employee file.

**Demotion** - A demotion is the movement of an employee from their current classification to a lower classification. A demotion notifies the employee in writing that they are not meeting expectations as required by their position. Demotion paperwork is to be reviewed by Human Resources for protocol purposes prior to issuing a notice of intent to discipline. The Employee Corrective Action Form and any supplemental information will be documented in the demotion paperwork. This document will be forwarded to the second-line supervisor and the Human Resource Manager to be placed in the employee file.

**Termination** - A termination is the separation of employment with SFMD.

Disciplinary pay reductions, suspensions, and demotions are utilized as punitive, yet corrective measures taken for repeated incidents of rule infractions or a single significant infraction are determined by the Fire Chief. It is the responsibility of the supervisor to stabilize a situation in which immediate action is necessary. This may require relieving the member from duty (with pay) until an investigation is completed and a decision is made concerning the official action to be taken. Supervisors should not comment to the employee regarding a particular form of disciplinary action prematurely.

For disciplinary pay reductions, suspensions, demotions, and terminations, SFMD will utilize a Standing Disciplinary Review Board to provide a recommendation to the Fire Chief. The Disciplinary Review Board shall be comprised of a total of four (4) members. Two (2) members shall be selected by the Union from the Chapter Executive Board; the other two (2) members shall be selected by management from the Chief Officer ranks.

The Fire Chief will make the final decision concerning corrective action, disciplinary pay reductions, suspensions, demotions or terminations.

## **8. CORRECTIVE AND DISCIPLINARY ACTION PROCEDURES**

### **8.1 DISCRETIONARY ACTIONS (SUPERVISOR FIRST ACTIONS)**

**Coaching and Mentoring** –Immediate and direct mentoring and coaching with notification to the Second-Line Supervisor.

**Evaluation Comments** – Annual Evaluation Comments that reinforce coaching and mentoring.

## 8.2 OPTIONAL ADDITIONS TO CORRECTIVE ACTIONS OR DISCIPLINE

**Performance Improvement Plan (PIP)** – A written plan that identifies performance problems includes the goal of the plan, pertinent background information, with specific steps and performance expectations that must be satisfied.

**Disciplinary Probation** – Disciplinary probation is intended to notify the Employee that any acts by the Employee, which could result in further disciplinary action, occurring while the Employee is on disciplinary probation, may be grounds for demotion or termination. While on disciplinary probation, an employee will not be eligible to participate in promotional testing opportunities.

**Last Chance Agreement** – An agreement between SFMD and an employee who has committed a severe violation against SFMD policy to have one last chance to keep their job. The Fire Chief will determine the justification of this agreement and its use. Breach of the last chance agreement is typically grounds for termination.

**Alternative Corrective Action/Discipline** – Additional options to traditional corrective action/discipline may be considered if it is felt it could have better behavior correcting effectiveness. Examples of alternative corrective action/discipline include, but are not limited to, focused higher-level coaching/mentoring, conflict resolution, mediation, and formal apologies. Alternative corrective action/discipline shall still be documented according to standard best practices.

## 8.3 VERBAL COUNSELING PROCEDURES

Supervisors are encouraged to provide in-the-moment feedback to employees whenever possible.

1. The Direct Supervisor will document the verbal counseling on the Employee Corrective Action Form and forward it to the Second-Line Supervisor and Human Resources for placement in the employee personnel file.
2. Notification to Second-Line Supervisor
3. Disposition documented as Complete

## 8.4 WRITTEN REPRIMAND PROCEDURES

Written reprimands document employee conduct, which may include one-time conduct, a pattern of conduct or performance problems, willful violations of policies/procedures, or continued performance problems.

1. The Direct Supervisor may issue the Notice of Intent to Discipline to the Employee.
2. The Employee has ten calendar days to submit an appeal to the Direct Supervisor. If an appeal is not submitted, the written reprimand will be immediately implemented.

3. If appealed, the Direct Supervisor will forward the Employee's appeal to the Second-Line Supervisor and to Human Resources.
4. The Second-Line Supervisor will notify the Employee within 72 hours that the appeal was received.
5. The Second-Line Supervisor has ten calendar days to respond to the Employee's appeal.
6. The Second-Line Supervisor will respond in writing within ten calendar days whether to uphold, reduce, or modify the written reprimand.
7. Disposition of Action form will be signed by all involved and added to the employee personnel file.
8. Disposition documented as complete

## 8.5 DISCIPLINARY PAY REDUCTION, SUSPENSION, DEMOTION, AND TERMINATION PROCESS

### 8.5.1 DEFINITIONS:

**Disciplinary Pay Reduction** – The employee's base rate of pay is reduced either temporarily or permanently.

**Suspension** – The employee is released from work duties without pay for a specified period of time.

**Demotion** – The movement of an employee from their current classification to a lower classification.

**Termination** – The separation of employment with SFMD. Terminated employees are not eligible for future employment with SFMD.

### 8.5.2 DISCIPLINARY PAY REDUCTION, SUSPENSION, DEMOTION, AND TERMINATION PROCEDURES

#### Procedures:

1. Only the Fire Chief can impose disciplinary pay reductions, suspension, demotion, and termination.  

Human Resources shall forward the completed investigation report and supporting documents, evidence, and findings to the Fire Chief.
2. If the Fire Chief, with guidance from Human Resources, feels that the infraction potentially rises to the level of discipline, the Fire Chief, or the Chief's designee, will convene the Disciplinary Review Board and notify the employee through a Notice of Pre-disciplinary Review.
3. The employee and supervisor will meet to share the summary of findings. Thereafter, the Disciplinary Review Board (DRB) will convene and review the allegations/evidence. The DRB members vote to recommend the level of discipline or suggested corrective action.

4. The Fire Chief will consider the investigative report and the recommendation of the DRB, and will determine whether to issue a Notice of Intent to Discipline within ten calendar days of receiving the recommendation of the DRB. The Fire Chief determination and the supporting information will be shared with the employees... If the Fire Chief supports the recommendation for Corrective Action, the information will be shared with the employee's supervisory chain and Human Resources for processing. The Corrective Action appeal process will then take place.
5. If a Notice of Intent to Discipline is issued, all investigation reports, supporting documents, evidence, recommendations, and findings will be provided to the employee.
6. The employee may request a pre-disciplinary hearing (written and/or verbal) to the Fire Chief within ten calendar days of receipt of the Notice of Intent to Discipline. Failure of the employee to meet the 10-day timeline for requesting a pre-disciplinary hearing may result in the Fire Chief making a final determination on the matter.
7. If a pre-disciplinary hearing is held, the Fire Chief will have ten working days to review and provide a written determination.

#### Appeal:

Employees may appeal to the Office of Administrative Hearings for:

- Disciplinary Pay Reductions
- Suspensions
- Demotions
- Terminations

#### 8.5.3 DISCIPLINARY REVIEW BOARD/OFFICE OF ADMINISTRATIVE HEARINGS/EXTENSIONS NOTES

##### Standing Disciplinary Review Board

- Two (2) members shall be selected by the Union from the Chapter Executive Board.
- Two (2) members shall be selected by management from the Chief Officer ranks.

##### Extensions

Any missed deadlines that require an extension by the employee or management will reside with the Fire Chief to approve or deny.

## **9. DISCIPLINARY APPEAL PROCEDURES (SIGNIFICANT IMPACT TO EMPLOYMENT) – OFFICE OF ADMINISTRATIVE HEARINGS**

Disciplinary pay reductions, suspensions, demotions, and terminations may be appealed to the Office of Administrative Hearings.

At-will/Unclassified and probationary members may be disciplined and/or released from employment without adherence to any of the procedures set out in this policy and without notice or at any time. These members are not entitled to any appeal rights under this policy. Any probationary period may be extended at the discretion of the Fire Chief.

### **9.1 RIGHT OF APPEAL**

1. Only those matters subject to a formal grievance proceeding should be eligible for an appeal hearing.
2. The governing board, through an intergovernmental service agreement has retained the Office of Administrative Hearings (OAH), State of Arizona, for the purpose of conducting appeal hearings under these rules.
3. The OAH will appoint a competent and experienced administrative law judge (ALJ) according to the expertise of the ALJ to hear the appeal.
4. All appeal hearings will be held at the Phoenix location of the OAH.
5. The ALJ should determine if the appeal is allowed under SFMD Volume I of this policy manual and should not consider appeals not covered by these rules.
6. The appointed ALJ of the OAH will conduct a fair and impartial hearing for all parties concerned under the general guidance of the Uniform Administrative Hearing Procedures of Title 41 and the rules of the OAH.

### **9.2 METHOD OF APPEAL**

Requests for an appeal hearing shall be in writing and must be filed with HR within five (5) working days of the final decision of the Fire Chief in a matter presented as a formal grievance.

The request for an appeal hearing should clearly explain the matter appealed and should set forth a brief summary of the final action taken by the Fire Chief as well as the employee's reasons for disagreeing with that final action.

### **9.3 NOTICE**

Upon receipt of the request for an appeal hearing, HR will contact the OAH who should schedule a time for an appeal hearing as soon as is practical of a request from the fire district.

HR will provide written notification to the respective parties of the scheduled hearing, incorporating the date, time, and location of the hearing as scheduled by the OAH, including notice that the matter has been transferred to the OAH pursuant to this rule.

#### 9.4 PROCEDURE

##### 9.4.1 PRE-HEARING PROCEDURE

###### A. Pre-Hearing Statements

1. Upon receipt of the request for an appeal hearing HR should provide each party to the appeal a pre-hearing statement form to be completed by each party. The pre-hearing statement should include the following:
2. The names, addresses, and phone numbers of all parties to the appeal
3. The names, addresses, and phone numbers of legal counsel or representatives for the parties.
4. A list of witnesses including addresses and phone numbers, and brief summaries of their testimony.
5. A description of the exhibits to be used at hearing.
6. A statement of the facts supporting the party's position.

B. The completed pre-hearing statement should be filed with the ALJ within ten working days of receipt by the parties of the pre-hearing statement form.

C. Each party to the appeal should provide the opposing party with a copy of the pre-hearing statement and copies of exhibits to be used within ten (10) working days of the receipt of the pre-hearing statement. Each party is responsible for keeping the ALJ and the opposing party updated on additional witnesses and exhibits through the use of an amended pre-hearing statement. The party amending the pre-hearing statement should submit on copy to the ALJ and should provide the opposing party with a copy of the amended statement and a copy of additional exhibits, if any.

D. Absence good cause, witness or exhibits shall be added within five (5) working days of the hearing. Not witness testimony or exhibits should be admissible if not identified by the proponent five (5) working days prior to the necessary for rebuttal or impeachment.

##### 9.4.2 TIMING OF MOTIONS

Absent good cause, or unless otherwise provided by law, these rules or the rules for the OAH, written motions will be filed with the OAH at least 15 days before the hearing.

A party should file a written response stating any objection to the motion within 5 days of service, or as directed by the ALJ.

#### 9.4.3 PRE-HEARING MOTIONS

Any party to an appeal may file a pre-hearing motion. Motions should be in writing and should set forth the specific action requested of the ALJ and basis for the requested action. The ALJ should rule on all pre-hearing motions submitted in the pre-hearing conference or in the course of the hearing. The ALJ ruling on motions should be reflected in the ALJ findings.

#### 9.4.4 MOTION FOR SUMMARY JUDGMENT

In instances where there is no genuine issue of material fact in dispute, either party may request by written motion that the ALJ rule on the matter which is the subject of the appeal or any portion of the matter which is the subject of the appeal. The ALJ may rule on a motion for summary judgment prior to or in the course of the hearing. The ALJ ruling on motions for summary judgment should be reflected in the ALJ findings.

#### 9.4.5 SUBMISSION IN GOOD FAITH

The person submitting a motion, pre-hearing statement, or other document(s) in the appeal process is obligated to do so in good faith. Factual statements shall be deemed given under oath or penalty of perjury.

#### 9.4.6 PRE-HEARING CONFERENCE

After acceptance of an appeal and designation of representatives, if any, the ALJ may, at the request of the parties or on their own initiative, schedule a pre-hearing conference at a time convenient to all parties.

At the pre-hearing conferences, the ALJ may request exhibits, define the issues, and accept stipulations of the parties. The ALJ may rule on the admissibility of disapprove witnesses whose testimony is irrelevant or cumulative.

#### 9.4.7 APPEAL HEARING PROCEDURE

##### **A. Confidentiality**

1. Unless otherwise provided by law, all hearings are open to the public.
2. The appealing employee should appear personally, unless physically unable to do so, before the ALJ at the time and place of the hearing.
3. The appealing employee may be represented by an attorney..

##### **B. Order, Burden, and Manner of Proof**

1. The ALJ hearing rules shall govern the proceeding.

The ALJ may commence the hearing with the consideration of any pending motions or procedural matters.

2. The ALJ may request each party to make a brief opening statement.
3. The employee initiating the appeal should proceed next by presenting evidence by testimony or document or a combination thereof supporting the basis of the appeal. The employee is directed to show that the employment action taken was not reasonable or lawful.
4. The administration should proceed by its Fire Chief or legal counsel or a combination thereof, by presenting evidence by testimony or document or combination or thereof supporting the action taken which is the subject of the appeal or rebutting the presentation of the employee. The administration is directed to show that the employment action taken was reasonable.
5. The ALJ may allow rebuttal evidence to be presented by either party before the ALJ.
6. Direct testimony should be presented under penalty of perjury, supported oath of affirmation. Cross-examination should be allowed. Hearings need not be conducted according to technical rules relating to the evidence and witnesses.
7. The conduct and decorum of the hearing should be under the control of the ALJ, with due regard for the rights and privileges of the parties and witnesses appearing before it.
8. The Employee shall have the burden of proof, supported by the preponderance of evidence on whether the discipline was justified.
9. The ALJ may request each party to give a closing statement.
10. The ALJ, in their discretion, may continue postpone or reschedule the hearing at any time.
11. The ALJ should consider the matter and may render their decision immediately following the presentation of evidence or at a later date. The ALJ may request any party to submit its proposed findings for the ALJ consideration.

#### 9.4.8 RECORD OF THE PROCEEDINGS

The OAH will create a digital record of the hearing proceedings suitable for transcription. If a copy of the transcript is requested by either party to the appeal, the OAH will arrange for transcription and the requesting party will be responsible for the cost.

#### 9.4.9 FINDINGS OF THE ALJ

- A. At the conclusion of the hearing, the ALJ should prepare written findings of fact reflecting the evidence presented, and should prepare written conclusions of law that affirm, reverse or modify the final action of the Fire Chief complained of in the appeal.
- B. If the ALJ determines the appealed action was unlawful, arbitrary or taken without reasonable cause, the action should be reversed or modified. Otherwise, the action should be affirmed.

- C. The decision of the ALJ should be final and binding upon both the employee and the SFMD, and therefore, not subject to further administrative appeal to any office or governing body of the SFMD.
- D. The findings of fact and conclusions of law should be transmitted to the fire district by the OAH within 20 days of the conclusion of the hearing.

FOR REVIEW

## Governing Board Meeting – July 20, 2022

### Agenda Item: #11

#### Agenda Item Title

Discussion and possible approval of a Memorandum of Understanding (MOU) between Superstition Fire & Medical District and the United Mesa Firefighters, Local 2260, Superstition Chapter, and possible adoption of Resolution 2022-07-20-03.

#### Submitted By

Fire Chief John Whitney  
Union VP John Walka

#### Background/Discussion

The MOU was first established and approved by the SFMD Board of Directors in 2017. This document is updated annually to reflect changes within the District. This was a collaborative effort between the Senior Leadership Team and the Superstition Fire & Medical Firefighters Chapter of Local 2260.

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

NA

#### Enclosure(s)

MOU  
Resolution 2022-07-20-03

#### Recommended Motion

*“Motion to approve the 2022 Memorandum of Understanding (MOU) between the Superstition Fire & Medical District and the United Mesa Firefighters, Local 2260, Superstition Chapter, and adopt Resolution 2022-07-20-03”*



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# MEMORANDUM OF UNDERSTANDING

July 20, 2022 – July 19, 2023

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

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## **PREAMBLE**

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

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

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

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

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

## **RECOGNITION**

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

# **ARTICLE 1: RIGHTS**

## **Section 1.1: Nondiscrimination**

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

## **Section 1.2: Rights of Management**

The following are illustrative of rights of management and are not to be construed as being all inclusive. The District will maintain the right of determination as to the purpose of each of its Districts, agencies, boards and commissions, and will set standards of service to be offered to the public and shall exercise complete control and discretion over its organization. Any rights, powers and authority the District had prior to entering into this MOU are retained by the District except as expressly provided for in this MOU.

1. The Employee Organization recognizes that the District and the Fire Chief retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the Fire District's service delivery activities are conducted, managed, and administered, and the Employee Organization recognizes the exclusive right of the Chief to establish and maintain departmental policy and procedures for the administration of the Fire District during the term of this MOU provided that such rules and procedures do not violate any of the provisions of the MOU.
2. Except as otherwise specifically provided in this MOU, the District and the Fire Chief retain, without qualification, all rights and authority to which, by law and policy, they are entitled.
3. The District and the Fire Chief have the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the District subject to the terms of this MOU.
4. It is understood by the parties that not every incidental duty connected with operations of the District is enumerated in job descriptions, nor may it be specifically described; nevertheless, it is intended that all such duties shall be performed by the employee when asked. The District and the Fire Chief shall determine and establish methods and procedures by which duties are performed, subject to the terms of this MOU.
5. The Fire Chief and Senior Staff reserve the right to discipline or terminate members for just cause in accordance with Superstition Fire & Medical District policy or this MOU. Such decisions may be subject to the appeal Process.
6. The District and the Fire Chief shall have the right to transfer members within the District in a manner most advantageous to the District subject to terms of this MOU.
7. The District shall have the authority to affect re-organizations of the District. However, any such reorganization shall be discussed with the Labor-Management team prior to implementation.

8. The Employee Organization recognizes that the District has statutory rights and obligations in contracting for matters relating to District operations.
9. The District will direct its employees, take disciplinary action, relieve its employees from duty for legitimate reasons, determine whether goods and services shall be produced or provided by District employees, purchased or contracted for, and determine the methods, means, and personnel by which the District's operations are to be conducted.
10. The District will take all necessary actions to maintain uninterrupted service to the community.
11. The Fire Chief shall consult with the Employee Organization about the direct consequences that decisions on any foregoing matters may have on wages, hours, and working conditions.
12. The District will determine the overall goals, objectives and policies affecting District programs.
13. The District will determine the size of the District's workforce, its organization, functions, duties, amount of supervision and organization and will direct, appoint, employ and assign officers, agents and employees of the District and determine the standards thereof.
14. The District will determine the location of District facilities, including the establishment or relocation of buildings, divisions or subdivisions, and the relocation or closing of offices, District's divisions or subdivisions, buildings or other facilities.
15. The District will determine the financial policies, including all accounting procedures and all matters pertaining to finance.
16. The District will direct, supervise, and evaluate the District's units, programs, functions and services of the District.
17. The District will classify the various positions of the District, develop and determine levels of staffing and training, and prescribe duties and standards of productivity and adopt reasonable rules and regulations for acceptable conduct.
18. The District will authorize, assign and apportion overtime, including authorization for any full, part-time or contract labor.
19. The inherent rights of the District and the Fire Chief, including those herein specifically referred to, which are not modified or restricted by the provisions of this MOU are not, in any way directly or indirectly, subject to the Grievance Procedure outlined in the District's Policy Manual.
20. While the aforementioned outline the exclusive rights of the District, the Fire Chief and Senior Staff shall endeavor in good faith to include the Employee Organization in critical decisions related to the above conditions.
21. The Senior Leadership Team, for the purpose of this MOU, shall be comprised of the Fire Chief, Operations Chief, Support Services Chief, Finance Director, Administrative Services Director, and Transportation Services Director.
22. Nothing herein shall be construed to diminish the rights of the District as outlined in Resolution 2009-02.

### **Section 1.3: Rights of the Employee Organization**

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

1. The Chapter President and Chapter Executive Board members may be authorized in advance in writing to engage in the Employee Organization related activities, including Unit Member representation, district committees, and meetings, with full pay during duty hours, at the discretion of the Fire Chief as to not interfere with the efficient and economical delivery of emergency services. The Chapter Vice-President and Executive Board of the Superstition Chapter of the Local 2260 shall have participation with the Fire Board of Directors in the hiring and/or appointment process and selection of a Fire Chief for the Superstition Fire & Medical District. The Chapter President and the Executive Board shall make a recommendation to the Fire Board of Directors, after the process, as representatives of the Labor Group. The Fire Board of Directors shall have the final decision in the selection process.
2. The District shall furnish to the Employee Organization, on request, a listing of the Employee Organization's members on District payroll deduction in July and January during the term of this agreement indicating name, mailing address, and job assignment. The Employee Organization agrees to use this list solely for purposes of communicating with Employee Organization members and will not share this information with other individuals or organizations.
3. The District shall deduct from each bi-weekly paycheck any Employee Organization dues, and/or other Employee Organization specified deductions, after signed and completed forms are provided to the human resources department by the individual employee; except, however, that such deduction shall be made only when the employee's earnings for that pay period are sufficient after other legally required deductions are made. The Employee Organization may request a change in dues or deductions to bi-weekly paychecks during the term of this Memorandum of Understanding. However, any changes to dues, deductions, or contributions must have signed and completed forms from each employee confirming authorization of change in deduction. The District will provide the Employee Organization with deductions elected to be given by employee to union groups bi-weekly with each paycheck either through check or electronic deposit.
4. The District will provide the Employee Organization, upon request, non-confidential and readily available information concerning the Employee Organization that is necessary to Employee Organization representatives for negotiations, and is not otherwise available to the Employee Organization, such as personnel census, employee benefit data, and survey information. Such requests shall be made in writing through the Fire Chief. Any unusual costs incurred by the District in connection with this section shall be borne by the Employee Organization.
5. The Employee Organization will be allowed up to four (4) hours to make presentations to new Firefighter-Recruits regarding the Employee Organization. During such presentations, Employee Organization representatives will not discuss information that is abusive of any person or organization or disruptive of the Districts operation.
6. All payroll deductions (excluding union dues) can be changed with a ballot vote of a majority (50%+1) of the Employee Organization members without obtaining the signatures of each member of the Employee Organization.

7. The amount of union dues will be determined by (1%) of a topped-out City of Mesa Firefighter's rate of pay. The Chapter President has the ability to increase or decrease the amount of union dues in accordance with the rate of pay of a City of Mesa Firefighter, without obtaining the signatures of each member of the Employee Organization. The Employee Organization will hold harmless the District and all its representatives.

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

1. Unit Members shall have the Employee Organization serve as their meet and confer representative without discrimination based on membership or non-membership in the Employee Organization or any other organization. Whenever the terms "employee, Unit employees, grievant" or some derivation of those, is used in this MOU it shall be synonymous with the term "Unit Member."
2. Unit Members have the right to be represented or not to be represented by the Employee Organization in dealings with the District concerning grievances and matters pertaining to their individual employment rights and obligations.
3. At their request, Unit Members will have the right to a representative when requested during any disciplinary meeting or when being asked to sign a Performance Improvement Plan.
4. The Fire District will make every reasonable effort to allow time for the representative to support a Unit Member where doing so will not negatively impact emergency service delivery.
5. Discipline, for purposes of this section, include; written reprimands, disciplinary probation, suspension, involuntary demotion and termination.
6. All Unit Members shall retain the right to represent themselves at disciplinary meetings, during investigations, for grievances, at hearings, and for any other employee/employer issues.
7. Disciplinary meetings do not include an interview of a Unit Member during the normal course of work to include, fact-finding, coaching and counseling, informal verbal admonishment or other routine or unplanned contact with a supervisor.
8. For the purposes of this section, "fact-finding" is defined as a meeting intended to determine facts or the accuracy of information.
9. Unit Members have the right to a representative for investigations where the Unit Member is the principal focus of the inquiry. Such representation may not unreasonably delay the scheduled date and time of meetings related to the investigation.
10. Disciplinary Review Board shall be comprised of a total of (3) employees. The first board member shall be selected by the Employee Organization representative. The second board member shall be selected by management. The third board member shall be mutually agreed upon by the Employee Organization representative and management. Alternates will be designated for standing Disciplinary Review Board members. Any discipline that may result in loss of pay or benefits is entitled to a disciplinary review hearing.
11. All Unit Members shall have the right to join or not join the Employee Organization. Employees have the right to participate on behalf of or engage in activities on behalf of an Employee Organization and have

the right to refrain from such activity. Employees shall be free from any interference, restraint, or coercion by any employee, supervisor, or manager for or against the Employee Organization.

12. Violations of Unit Members rights described in Paragraph 11 of this section by any District employee may result in disciplinary action up to and including termination. Violations of employees' rights described in Paragraph 11 of this section by officials, officers or agents of the Employee Organization may also result in decertification of the Employee Organization by the SFMD Governing Board of Directors.
13. When asked to do so, the Employee Organization must equally and fairly represent all Unit Members.

### **Section 1.5: Delivery of Services**

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

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

### **Section 1.6: Prohibition of Strikes and Lockouts**

1. The Employee Organization pledges to maintain unimpaired Fire Fighting, Emergency Medical Services, and related support services as directed by the Fire Chief. It shall not cause, condone, counsel or permit its members or Unit members, to strike, fail to fully and faithfully perform their duties, slowdown, disrupt, impede or otherwise impair the normal functions and procedures of the District.
2. Should any Unit member(s) of the Executive Board during the terms of this MOU, and until such time that is expressly and legally rescinded, breach the obligations of paragraph 1, the Fire Chief, or their designee, shall immediately notify the Chapter President that a prohibited action is in progress. The International Association of Firefighters shall immediately disavow said strike or other prohibited action and shall endeavor in good faith to cause such employees to immediately return to work and/or cease the prohibited activity or, alternatively accept the responsibility for the strike or prohibited activity.
3. There shall be no lockout by the District during the terms of the MOU.
4. Unit Members found in violation of this section shall be subject to disciplinary action up to and including termination.
5. The Employee Organization may be subject to decertification by the SFMD Governing Board of Directors for violations of Paragraph 1 of this section.

## **ARTICLE 2: GRIEVANCE/APPEALS/LABOR-MANAGEMENT**

### **Section 2.1: Grievance Procedure/Perceived Breach of the MOU**

1. The District and the Employee Organization agree the procedure provided in this MOU shall be the sole and complete remedy for grievances under this MOU. Grievances on issues outside the terms of this MOU may not be grieved under provisions of this MOU.
2. Informal Resolution
  - a. It is the responsibility of the Unit Members who believe that they have a bona fide complaint concerning their working conditions to promptly inform and discuss it with their Battalion Chief in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-immediate supervisor level.
  - b. If such informal discussion does not resolve the problem to the employee's satisfaction, and if the complaint constitutes a grievance as herein defined, the Unit Members may file a formal grievance in accordance with the following procedure.

#### 3. Definition of Grievance

A "grievance" is a written allegation, submitted as herein specified, claiming violation(s) of the specific express terms of this MOU. The grievance will identify the articles of the MOU which are alleged to be violated and the specific remedy requested. Failure to identify the said articles of the MOU and the specific remedy will automatically terminate the grievance.

#### 4. Procedure in processing a formal grievance, the following procedure shall apply:

##### Step 1

The grievant shall reduce their grievance to writing by signing and completing all parts of the grievance form provided by the Human Resource department, and submit it to their Battalion Chief within ten (10) calendar days of the initial commencement of the occurrence being grieved. (The grievance will be forwarded by the Battalion Chief, through their Chain of Command, to the Fire Chief for informational purposes). Either party (grievant or Battalion Chief) may then request that a meeting be held concerning the grievance, or they may mutually agree that no meeting be held. The supervisor shall, within ten (10) calendar days of having received the written grievance of such meeting, whichever is later, submit their response thereto in writing to the grievant and the grievant representative, if any.

##### Step 2

If the response of the first level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the grievance form and presenting it to the second level of review Operations Chief within ten (10) calendar days of the grievant's receipt of the level one response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within ten (10) calendar days of having received the written grievance or the meeting, whichever is later, the second level of review shall submit their response to the grievance to the grievant and the grievant's representative, if any.

##### Step 3

If the response of the second level of review does not result in resolution of the grievance, the grievant may appeal the grievance by signing and completing the grievance form and presenting it to the third level of review (Fire Chief or designee) within ten (10) calendar days of the grievant's receipt of the level two response. Either party may request that a meeting be held concerning the grievance or may mutually agree that no meeting be held. Within ten (10) calendar days of having received the written grievance or the meeting, whichever is later, the third level of review shall submit their response to the grievance to the grievant and the grievant's representative, if any.

#### Step 4

If the response of the third level of review does not result in resolution of the grievance, the grievant and the Employee Organization may submit the grievance to a Grievance Committee for review and recommendation within ten (10) calendar days of the receipt of the level three response.

The Grievance committee shall be:

- 1 - Representative of the District.
- 1 - Representative chosen by Employee Organization Chapter President.
- 1 - Party mutually agreed upon by both the Employee Organization and the District.

#### Step 5

If arbitration is chosen District management and the grievant, or their designated representatives shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one (1) name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- a. The arbitrator shall neither add to, detract from nor modify the language of the Memorandum or of District rules and regulations in considering any issue properly before him.
- b. The arbitrator shall expressly confine himself to the precise issues submitted to him and shall have no authority to consider any other issue not so submitted to him.
- c. The arbitrator shall be bound by applicable State law.
- d. The arbitrator shall within thirty (30) days from the close of the arbitration hearing submit their findings and advisory recommendations to the grievant and the Fire Chief, or their designated representatives.
- e. The costs of the arbitrator and any other mutually incurred costs shall be borne equally by the parties.

#### Step 6

The Fire Chief shall, within ten (10) calendar days of the receipt of the arbitrator's written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and their designated representative.

## 5. Time Limits

Failure of District representatives to comply with time limits specified in Section 2.1 Paragraph 5 shall entitle the grievant to appeal to the next level of review; and failure of the grievant to comply with said time limits shall constitute abandonment of the grievance. Except, however, that the parties may extend time limits by mutual written agreement in advance.

## Section 2.2 Labor-Management Relations

1. The Superstition Fire & Medical District has a proud history of employees and administration working for the betterment of the fire district, its employees, and the service we provide our community. The District's administration and Employee Organization both believe that our pool of shared knowledge, experience and understanding is deepened through a Labor/Management process that provides for greater transparency, communication, and fiscal responsibility.
2. The Labor Leadership Group is not intended to co-manage the organization, rather its intent is to collaborate on organizational issues including wages, benefits and working conditions for the betterment of the organization and the community we serve.

## Section 2.3: Labor-Management

1. "Labor Management Group" or "Correlating Committee" shall refer to the Employee Organization's Executive Board and representatives of Management who participate in the monthly Labor Management meetings. "Steering Committee" shall refer to the team comprised of the Fire Chief and the Chapter President.
2. There shall be a Labor and Management Group consisting of six (6) representatives of the Employee Organization (Chapter President and five (5) members of the Executive Board) and representatives from the District (Fire Chief and representatives of Management). The purpose of the group is to facilitate improved Labor Management relations by providing a forum for discussion of challenges and mutual concerns which may include new District programs or substantial modifications of existing programs, policies and procedures that could impact work schedules, duties, safety, compensation and/or benefits.
3. The SFMD Labor Management Group meets once a month, and as-needed, to discuss District policies, programs, and strategic planning as well as wages, benefits and working conditions of unit members. The Labor Management Group shall meet no less than quarterly.
4. The Employee Organization representatives and the Management representatives shall in advance of a meeting provide each other with proposed agenda.
5. The Labor Management Group may be supplemented by additional members for specific agenda items when agreed upon before the meeting.
6. The Labor Management group may assign (additional) committees as necessary. Each committee will consist of at least one (1) representative of the Employee Organization and one (1) representative of Management, serving as the Co-Chair. The Labor Management Group recognizes the value of District teams and committee's as a cornerstone of a healthy Labor Management system. The following

committees are formally recognized by the Labor Management Group. These include, but are not limited to:

- a. Health & Wellness
- b. Deployment/Staffing
- c. Apparatus
- d. Safety
- e. Uniform
- f. Facilities
- g. Policy
- h. Wildland
- i. Training
- j. Grants
- k. EMS

## **Section 2.4: Labor Management Committee Process**

The process:

1. The Committee makes a recommendation or identifies an issue. The Committee Co-Chair moves the recommendation to the Correlating Committee.
2. The Correlating Committee evaluates the recommendation and shall either approve, disapprove, or refer the recommendation back to the Committee or up to the Steering Committee.
3. The Steering Committee shall approve, disapprove, or refer the recommendation back to the Correlating Committee who shall approve, disapprove, or refer the recommendation back to the applicable Committee.
4. Decision shall be sent to Committee.
5. May be subject to approval by the Board of Directors.

## **ARTICLE 3: STAFFING/COMPENSATION/WAGES**

### **Section 3.1: Staffing**

The District and the Employee Organization acknowledges that the safety and security of the community we serve, as well as the employees that serve them, are the highest priority to this District. Therefore, the District will make every reasonable effort, in a balanced approach, to increase the staffing of units consistent with the standards of the Regional Automatic Aid System.

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

Probationary Firefighters shall not be included in the minimum count of Paramedics until deemed qualified by the organization.

2. If a vacancy lasts more than four (4) hours and cannot be filled, every attempt should be made to keep the ladder companies staffed at four (4) personnel.
3. A maximum of two (2) companies (Engine) may reduce to three (3) personnel when; a total of six (6) companies are in service.
4. Short-term vacancies on a four-person Engine or Ladder Companies may not be filled with overtime unless it is necessary to maintain command, operational and/or ALS status. These units may operate with three (3) personnel for up to four (4) hours.
5. Every attempt shall be made for compromised units to have at minimum two (2) paramedics and a Captain or a Unit Member qualified to “act.”

### **Section 3.2: Wages**

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

The Labor Management Group annually performs a wage and benefit analysis for all Unit Member classifications. Both the District and the Employee Organization recognize that maintaining market competitiveness is of mutual benefit. The Departments and Districts utilized in the market analysis are, but not limited to Mesa, Chandler, Gilbert, Scottsdale, Northwest Fire District, Golder Ranch Fire District, Daisy Mountain, and Arizona Fire and Medical Authority.

Effective July 1, 2022 all Unit Members shall receive a 2% wage increase.

### **Section 3.3: Acting (Out-of-Class) and Temporary Promotion**

A Unit Member who meets the following criteria is entitled to a 5% increase in pay. Acting out of class and temporary promotions are based upon the employee’s current rank. Only if the employee is promoted will a change in step and grade occur.

1. When a Unit Member works out-of-class for ten (10) or more consecutive shifts, the employee’s base pay rate shall increase by 5% for the duration of the acting assignment. This adjustment shall be retroactive to the first shift of the assignment.
2. An Unit Member working an acting assignment on a reasonably regular but non-consecutive basis shall receive out-of-class compensation for the duration of the assignment if they work at least 480 hours in a 6-month period. If this occurs, the employee’s compensation shall be retroactive to the first day of the acting assignment within the calculated six (6) month period.
3. If a vacancy is expected to extend beyond 10 shifts, 30 days, or to meet a particular need, the Fire Chief or their designee may temporarily promote an employee. This adjustment shall be retroactive to the first day of the assignment and remain for the duration of the assignment.

### **Section 3.4: Incentive Pay**

1. Paramedic (F/T Public Safety Only) – \$7,500 (on top of base salary)
2. Technical Rescue Team (TRT) Incentive – \$3,250 (on top of base salary)
3. BSO – \$2,100 (on top of base salary)
4. SCBA Tech – \$1,800 (on top of base salary)
5. Educational Incentives (Full-Time Employees Only. Members may receive only one (1) Educational Incentive)
  - a. Certificate of Completion: \$600 (on top of base salary) \*Members receiving Educational Incentives for a Certificate of Completion, as of November 2021, will continue to receive that incentive. Future members will not receive this incentive.
  - b. Associate's Degree: \$1,200 (on top of base salary)
  - c. Bachelor's Degree (or higher): \$1,800 (on top of base salary)

### **Section 3.5: Special Leaves**

Employee Leaves will be administered and managed in accordance with District policy.

## **ARTICLE 4: HOURS OF WORK/WORKING CONDITIONS**

### **Section 4.1: Hours of Work**

The SFMD recognizes a 48/96 schedule, otherwise known and referred to herein as 48/96. The normal workweek will average approximately fifty-six (56) hours consisting of a combination two (2) consecutive twenty-four (24) hour shifts on duty and four (4) consecutive twenty-four (24) hour shifts off duty. Duty hours for Unit Members assigned to Emergency Services, excluding forty (40) hour assignments, will be paid bi-weekly based on averaged hours worked in the pay period.

1. The work hours and schedule of Unit Members assigned to forty (40) hour assignments and all other Unit Members assigned to alternative/specialty assignments shall be at the discretion of the Fire Chief.
2. When a Unit Member is required to change from one shift to another by the District, the District shall allow a minimum of twelve (12) hours between tours of duty.
3. Suppression Unit Members assigned to a 24-hour shift will utilize an FLSA 18-day work period. FLSA calculations are based on actual hours worked.
4. For purposes of overtime (excluding FLSA pay) sick and vacation leave usage will count as hours worked.

## **Section 4.2: Work Trades**

Two (2) Unit Members may be granted the opportunity to perform Work Trades up to a maximum of forty-five (45) such exchanges per employee in a contract year. Work Trades are arrangements between employees. Work Trades shall not qualify a Unit Member for overtime compensation. All Work Trades are subject to the approval of the Operations Chief or their designee.

## **Section 4.3: Filling Vacancies**

All vacancies in the classified service may be filled by transfer, promotion, demotion, employment, reinstatement, or from the appropriate employment list or other qualified applicants. Unit Members shall be given first consideration when filling a vacancy. Suppression personnel vacancies created by termination, retirement, promotion, or demotion shall be filled by means of hiring or promotion. Consideration may be given to operational need.

## **Section 4.4: Seniority**

Upon original appointment to employment with the SFMD an employee's seniority will be computed from the hire date. The Fire District will utilize adjusted seniority when considering bid requests. For purposes of this section, adjusted seniority will be determined by adding consecutive years of sworn service with the District, added to years of service in their current rank, which provides Unit Members a point score. Transportation Services personnel seniority will be determined by the date of hire with SFMD.

1. Any Unit Member who voluntarily separates employment from the District, but is later rehired by the District, shall lose all adjusted seniority accumulated prior to separation. Unit Members who separate employment due to a reduction in workforce but who are rehired will retain any seniority they had prior to the reduction in workforce.
2. Any Unit Member who takes an unpaid leave of absence in excess of thirty (30) consecutive calendar days that is not covered by the Family Medical Leave Act (FMLA), Military Leave, or Arizona Victim's Leave law shall not accumulate adjusted seniority for any time in excess of 30 days.

## **Section 4.5: Conversion of Pay Rates/Earned Leave Accruals**

1. Unit Members that move from the 56-hour (or shift) work week to the regular 40-hour work week or from a 40-hour week to 56-hour (shift) week for any reason will have their pay and earned leave benefits converted accordingly.
2. Unit Members moving from a 56-hour to 40-hour schedule due to an organizational need or assignment, shall have their compensation adjusted to include a five- and one-half percent (5.5%) day differential to keep the employee "whole" for FLSA purposes.
3. Unit Members assigned to forty (40) hour positions shall remain eligible for assignment pay (i.e., Paramedic, TRT, etc.).
4. Unit Members on the 40-hour work week will be eligible to work shift overtime as long as:

- a. The Unit Member has the required qualifications.
  - b. The Unit Member has worked in the position prior.
  - c. The shift work assignment does not interfere with their normal working hours.
5. Overtime will be distributed in accordance with TeleStaff algorithms. Exception: Wildland deployments, Wildland backfill and special events.

## **Section 4.6: Compensation & Certification**

1. For 56-hour Suppression employees, any hours in excess of 112.31 hours in a pay period will be paid as overtime. For transportation employees, any hours worked in excess of 40 hours worked per week will be paid as overtime.
2. Unit Members shall maintain all certifications required of their positions including but not limited to E.M.T., Paramedic, (including current ACLS, CPR), and TRT.
3. Failure to maintain required certifications may result in reimbursement by the Unit Member to the District for the District's vested cost of said certifications when the Unit Member fails to endeavor to recertify the loss of certification and/or where the loss of certification creates disorder or disruption to the delivery of emergency services.

## **ARTICLE 5: BENEFITS**

### **Section 5.1: Holiday Payment Incentive**

All Unit Members assigned to a 56-hour work schedule will receive additional compensation equal to 11.2 hours of regular pay for the eleven (11) District recognized holidays. The District recognizes the following eleven (11) holiday days per year:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Cesar Chavez Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day

### **Section 5.2: Vacation Accrual**

Vacation leave shall be earned and accrued from the date of full-time employment with the SFMD. Eligible Unit Members accrue the appropriate number of hours of vacation leave based on their anniversary date. Full-time Unit Members shall earn and accumulate vacation leave annually as follows: (hours per pay period/days annually).

Years of Service	40-Hour Employees		56-Hour Shift Employees	
	Hours Per Pay Period	Days Per Year	Hours Per Pay Period	Days Per Year
0 and 1	4.35	11.32	8.02	8.69
2	4.80	12.49	8.40	9.10
3	5.24	13.64	8.77	9.50
4	5.69	14.81	9.14	9.91
5	6.13	15.95	9.52	10.32
6	6.56	17.07	9.89	10.72
7	7.00	18.21	10.27	11.13
8	7.44	19.36	10.64	11.53
9	7.90	20.55	11.01	11.93
10	8.34	21.70	11.39	12.34
11+	8.78	22.84	11.79	12.78

### Section 5.3: Sick Leave Accrual

1. PSPRS and all 56-hour Unit Members will accrue sick leave at a rate of 6.25 hours per pay period.
2. All 40-hour Unit Members will accrue sick leave at a rate of 4.64 hours per pay period.
3. During pay periods of uncompensated leave Unit Members will not accrue sick leave.

### Section 5.4: Earned Leave Buy Out (ELBO)

1. At fiscal year's end, 56-hour Unit Members will be paid for accrued vacation hours in excess of 450 hours, 320 hours for 40-hour Unit Members, to be calculated at the Unit Member's current hourly rate as of the end of the fiscal year in June.
2. Unit Members are not required to use a minimum amount of vacation hours in a fiscal year.
3. At fiscal year's end, employees will be paid for accrued sick leave hours in excess of 1,460 for 56-hour Unit Members and 1,040 hours for 40-hour Unit Members. The hours will multiplied times the employee's current hourly rate to determine the amount of the sick leave ELBO to be paid out as of the middle of June each year.
4. Payment of any approved ELBO will occur in June, each year.
5. At the official date of retirement, the Sick Leave Buyout will be administered in accordance with District policy

## **Section 5.5: Conversion of Excess Sick Time to Vacation Time**

Unused accrued sick time is carried over from year to year with no cap, subject to the limitations on usage. However, Unit Members may elect to convert sick to vacation time under the following circumstances:

1. Unit Members may elect to convert unused sick hours to vacation hours in excess of; 1,040 for Unit Members assigned to a 40-hour schedule and 1,460 for Unit Members assigned to a 56-hour schedule.
2. Unit Members who elect to convert sick time to vacation time in accordance with this section are required to execute the Sick Time Conversion Election Form. If the Unit Member does not submit the Sick Time Conversion Election Form to the Payroll Department, sick hours will be bought out in accordance with Section 5.4.
3. If elected, a Unit Members sick time shall be converted to vacation time on the basis of one (1) hour of vacation time for every one (1) hour of excess sick time accrued.
4. Unit Members shall not convert sick time hours to vacation time if the Unit Member will be receiving a Vacation Buyout in the same fiscal year.
5. Conversion of sick time hours to vacation hours shall not apply to the Separation Earned Leave Buyout.

## **Section 5.6: Uniform Allowance**

Unit Members will receive seven hundred dollars (\$700) uniform allowance per fiscal year. The Unit Member's uniform balance will be managed by the Superstition Fire & Medical District accounting staff. Employees will be responsible to pay the contracted uniform vendor for any uniform items they wish to purchase above the provided annual amount.

## **Section 5.7: Industrial Leave/On-the-Job Injury**

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

1. Job related injuries must be reported and documented with the Unit Member's immediate supervisor, absent extenuating circumstances, immediately, or as soon as reasonably possible following the accident or injury.
2. The Fire District has the right to request that an employee injured on the job seek medical assistance from a doctor of the Fire District's choice.
3. While on industrial leave, no sick leave, vacation leave, compensatory leave, or any other paid leave will be charged to the employee.

4. While on industrial leave, the Unit Member will remain in full-pay status accumulating all benefits due to him/her.
5. A Unit Member may remain on industrial leave for 180 days at which time an evaluation will be made, upon the recommendation of a Fire District authorized physician as to whether the Unit Member will be able to return to work performing the essential functions of their job, with or without a reasonable accommodation.

### **Section 5.8: Industrial Leave Benefits**

1. If a compensable claim is processed through the current workman's compensation fund, a check is issued to the Unit Member it must be endorsed back to the Fire District each pay period. Failure to do so, may result in disciplinary action.
2. If the claim is determined to be non-compensable the Unit Member may appeal the decision to the Industrial Commission of the State of Arizona for final disposition.

### **Section 5.9: Deferred Compensation**

1. The District Deferred Compensation program shall be coordinated by a six (6) member committee comprised of three (3) members of the Fire District one (1) Unit Member and the deferred compensation plan administrator and one (1) additional management designee.
2. The Deferred Compensation Committee shall maintain bylaws.
3. Unit Members may contribute up to a maximum of \$61 per pay period to be eligible for the District matching contribution.
4. The District shall provide a matching dollar for dollar Deferred Compensation matching contribution up to a maximum of \$61 per pay period.

### **Section 5.10: Tuition Reimbursement**

1. Tuition reimbursement shall not exceed \$7,800 annually, per Unit Member, in accordance with District policy.

### **Section 5.11: Light Duty Assignments**

The SFMD will attempt to accommodate all Unit Member's request for a light duty assignment for employees who are not able to perform their normal duty assignments due to temporary injuries or illnesses, which have occurred on or off duty. Preference will be given to Unit Members sustaining on-duty injuries.

## **Section 5.12: Personnel File**

1. Unit Members who have received disciplinary action may request an addendum to disciplinary action from their supervisor after one (1) year, provided they have received no further disciplinary action.
2. The supervisor shall prepare an Addendum to Disciplinary Action as requested if the Unit Members has not exhibited any of the performance or behavioral problems addressed in the initial disciplinary action.
3. The addendum of disciplinary action shall be maintained in the Unit Member's personnel file along with the original disciplinary action.
4. Unit Members who have received corrective action may request removal of the corrective action from their personnel file, if after one (1) year, the Unit Member received no further corrective or disciplinary action.

## **ARTICLE 6: HEALTH BENEFITS**

### **Section 6.1: Healthcare & Ancillary Benefits (Cafeteria Plan)**

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

The District will maintain the premium contribution levels of (\$493) per pay period to each employee in full time status, and must be used towards insurance and other specified benefits (deferred compensation, life insurance) for the term of this MOU.

### **Section 6.2: Health & Welfare**

1. Vaccinations and Inoculations: The District will provide at no cost to Unit Members, Hepatitis B, Influenza (when available), Tetanus, TB screenings and any other vaccinations recommended by the CDC, OSHA, and NFPA for first responders. Failure to follow standard procedures may result in costs at the employee's expense.
2. Medical Examinations: The District will provide annual medical examinations in accordance with NFPA 1582 for suppression personnel.
3. Medical referrals resulting from wellness exams will not be at the District's expense.

## **ARTICLE 7: MISCELLANEOUS**

### **Section 7.1: Saving Clause**

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

2. Nothing contained in this MOU shall preclude the parties from being in compliance with the requirements of the American with Disability Act (ADA).
3. In the unlikely event that during the term of this MOU the Superstition Fire & Medical District experiences loss of revenues or legal requirements that if not resolved during the budget year would result in the layoff of District personnel, diminishment to pay and/or benefits of the Superstition Fire & Medical District's workforce, or the serious curtailment of services provided to the citizens serviced by the Superstition Fire & Medical District, this MOU may be reopened for negotiations. The following provisions shall apply to this circumstance:
  - a. The Fire Chief shall notify the SFMD Governing Board of Directors that a fiscal emergency exists, and meet with the Chapter President of the Superstition Chapter of UMFF Local 2260 to open the MOU.
  - b. The Fire Chief shall notify the Chapter President in writing of the need to reopen this MOU. Such notice shall include the reasons for the reopening and the anticipated amount of District budget shortfall that needs to be resolved in order to alleviate the need to layoff District employees, diminishment to pay and/or benefits of the Superstition Fire & Medical District's workforce, or severe curtailment of services provided to the citizens of the Superstition Fire & Medical District.
  - c. The Labor Management team and representatives from UMFF Local 2260 shall meet and confer in good faith for a period of no more than thirty (30) calendar days, from the original date of the notification that the MOU was re-opened, in an effort to reach an agreement on how best to address the identified issues. The scope of the re-opened Meet & Confer discussions shall be limited to economic issues.
  - d. The initial thirty (30) day period may be extended up to an additional thirty (30) days if agreed to by the parties. Additional extensions, if necessary, may only be granted at the discretion of the SFMD Governing Board of Directors.
  - e. Recommended modifications to the MOU shall be submitted to the SFMD Governing Board of Directors who will make final determination as to the acceptance, rejection, or alteration of the proposed modifications. The Employee Organization shall be provided an opportunity to address the SFMD Governing Board of Directors with respect to any proposed modifications.
  - f. Should the District and the Employee Organization be unable to reach agreement on proposed modification of the MOU within the time periods set by this provision, the Governing Board of Directors, will consider and establish remedies necessary to address the identified issues. The Employee Organization shall be provided an opportunity to address the SFMD Governing Board of Directors regarding identified issues.
  - g. This section shall only apply if the general population of SFMD's workforce is subject to the same or greater reduction of pay or benefits or resulting layoffs.

## **Section 7.2: Reduction in Workforce**

The purpose of this provision is to provide a systematic and equitable method for the organization to reduce or reorganize the workforce due to a fiscal crisis, lack of funds, or budgetary constraints to maintain safe, harmonious

and efficient emergency operations for employees and the community they serve. This policy applies to all employees including but not limited to permanent, temporary, part-time contract and/or grant funded positions.

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

1. The District shall consider proactive steps to avoid or minimize a reduction-in-force. Such steps may include; budget review to identify non-critical areas for reduction or elimination; suspension or elimination of temporary services and contract workers; implementation of a hiring freeze; a review of overtime and training hours; incentives for early retirement; severance package; job sharing; furloughs; reduced benefits; reduced work hours; reorganization; alternate staffing/service strategies; or a wage and benefit freeze.
2. When any work schedule modifications, reorganization, salaries or benefit reductions become necessary, the Fire Chief shall notify the Board of Directors. When a reduction in workforce becomes necessary the Fire Chief shall notify the Board of Directors as to the number of employees to be laid off. Employees shall be identified for layoff based on the layoff selection process, contained in the procedure section of this policy.
3. The Fire Chief shall give a thirty (30) calendar days' notice to employees identified for layoff or elimination of their position.
4. Employees receiving notice of layoff may be laid off immediately, only if the member is paid for the 30-day period. Reduction in workforce / reorganization is non-grievable, except when the grievance is based on discrimination.
5. The initial layoff process will include each Assistant Chief evaluating their program management areas to determine where reductions or reorganizations can be made, while identifying critical operational needs for personnel and community safety. The evaluation shall be forwarded to the Operations Chief. The Fire Chief, Operations Chief and Representatives of the Labor Group shall discuss the reorganization prior to implementation. Final approval of affected classifications and numbers rests with the Fire Chief and the Fire Board.
6. All temporary employees shall be laid-off before part-time employees; part-time employees before full time probationary employees; and full-time probationary employees before full-time non-probationary employees. Employees who have not completed their initial (entry) probationary period will not be eligible for recall rights or other layoff privileges.
7. For full-time positions, layoffs will be based on rank and seniority. Layoffs will be made first by selecting the least senior employee in the lowest rank, offering the least senior employee in the next highest rank a chance to demote to the lower rank.
8. Employees who have been reclassified as a result of a reduction-in-force action shall retain the salary of the position held prior to the reclassification. If this salary exceeds the range of the classification to which the employee was reclassified, the employee will receive a pay freeze until employee's pay is within the range of their new classification.
9. Seniority shall begin on employee's most recent hire date to a regular full-time position. Any civilian employee hired to a Unit member position shall receive a new hire date. Seniority shall not carry over seniority from a previous classification. Seniority for positions of rank shall begin on date of promotion,

if more than one employee is promoted on the same date, adjusted seniority shall be used to determine seniority. Seniority encompasses the probationary period.

10. In the event a tie exists between two or more employees, the next consideration will be the person's final overall promotional examination score or the member's overall entrance exam score where applicable.
11. Seniority is defined as total consecutive years/months of District employment without a break in service. Active-Duty Reserve military training will be considered consecutive service. Special Leaves shall be considered continuous employment.

### **Section 7.3: Reduction of Workforce- Pay & Benefits**

1. In the event of a layoff, the Unit Member's final work day shall be the last day in the pay cycle. Final payment of wages and other accumulated hours (vacation) shall be paid to the employee on the next regularly scheduled payday.
2. In the event of layoff, the Unit Member's vacation leave hours will be paid out in accordance with the Separation Earned Leave Buyout.
3. In accordance with §ARS, any Unit Member rehired within nine (9) months of resignation or layoff shall have the previous unused sick time leave balance restored. Sick leave hours paid by the District in accordance with Section 7.3.1. shall not be restored. Unit Members that have been recalled (within 2 years) retain their seniority from date of the layoff. Seniority time will not accumulate during the layoff period. Retirement service credits will not accumulate, due to a break in service.
4. Unit Members that resign but are rehired, shall not retain seniority.
5. Unit Members that resign but are rehired, shall retain credit for total time with the District in regard to promotional requirements. The total time credited is not required to be consecutive.
6. A Unit Member, separated through termination/layoff, may elect to withdraw, rollover, or receive monies from their deferred compensation plan account(s), as governed by the terms of those plans.
7. Separated Unit Members and their immediate families shall continue to be eligible for services provided by the District's Employee Assistance Program (EAP) for the period of three (3) months.
8. Unit Members in the group health plan are eligible for COBRA.

### **Section 7.4: Recall/Re-employment**

1. Unit Members who leave the District in good standing may be considered for future re-employment for a period up to two (2) years. Employees who resign without two weeks' notice, or who are dismissed for unsatisfactory performance or conduct, shall not be considered for re-employment.
2. In the event of rehiring to fill vacancies created by retirements, resignations or the availability to increase staffing, personnel will normally (but not necessarily) be recalled in the reverse order of the layoff process. Therefore, last out would normally be the first to be rehired.
3. Consideration shall be given to operational needs, employee classification and the Unit Members ability to perform the job when selecting the re-hiring of personnel.

4. Unit Members on layoff status shall be placed on a recall list and will be eligible for recall for up to two (2) years or until the Fire Chief and SFMD Governing Board of Directors determines the layoff is permanent. After the two (2) year layoff period, an employee will no longer be eligible for recall and the layoff will be considered permanent.
5. If a Unit Member chooses to remove their name from the recall list, the employee will forfeit the rights to be recalled. Employees on the recall list will be required to contact Human Resources to keep the District updated with current home address and contact phone number within seven (7) calendar days of any changes. Failure to do so will eliminate all rights to be recalled.
6. Unit Members recalled shall be notified by certified or registered United States mail. An employee has 30 days to respond back to a recall notice by certified or registered United States mail, after receipt of the recall notice or its attempted delivery. An employee who does not respond to the notice during the specified time period will be removed from the recall list and will no longer have any recall rights.
7. Unit Members recalled to their former position shall be compensated at the rate of pay they would be entitled to had the layoff not occurred. If a recall places the employee in a higher-level position than previously occupied, the employee will be paid in accordance with the provisions of the District's promotion policy.
8. Unit Members that resign but are rehired shall be compensated at the rate of pay prior to resignation.
9. In the event a Unit Member resigns from a previously promoted position (Engineer, Captain, Battalion Chief) the employee's previous position/class may have been filled through promotion or transfer. The employee may be rehired at a position/class less than previously held prior to resignation.
10. New Unit Members will not be hired until all laid off Unit Members have had an opportunity to be recalled in that job classification.

## **Section 7.5: Term and Effect of MOU**

1. This MOU shall remain in full force and effect from July 20, 2022 until July 19, 2023, unless an intervening financial crisis or other such matter (specifically provided for in this MOU) should occur.
2. In the event the parties are unable to reach agreement on a new MOU, prior to the expiration of this MOU, the SFMD Governing Board of Directors and the Employee Organization may extend this MOU by mutual agreement for the time period necessary to complete negotiations. All terms of this agreement shall remain in effect during continued negotiations.
3. The MOU may be renewable without further review or meet and confer if the Fire Chief, Chapter President, and the SFMD Governing Board of Directors are in agreement.
4. Except as expressly provided in this MOU, the District shall not be required to meet and confer concerning any matter, whether covered or not covered herein to take effect during the term or extensions thereof.
5. This MOU supersedes any past practice and supersedes any previous agreement, verbal or written between parties hereto or between any of them and any employee(s) covered hereby.
6. It is intended by the parties hereto that the provisions of this MOU shall be in harmony with the rights, duties, obligations, and responsibilities, which by law devolve upon the SFMD Governing Board of

Directors, Fire Chief and the Employee Organization while these provisions shall be interpreted and applied in such manner.

7. The Employee Organization recognizes the powers, duties and responsibilities of the Fire Chief as set forth in District Policy and that pursuant thereto the Fire Chief has the authority to establish rules and regulations applicable to the operation of the Fire District and to the conduct of the employees and officers employed therein, subject to the provisions of this MOU.
8. Revisions to the Policy Manual and Standard Operating Procedures pertinent to this MOU from this point on must have approval of the Fire Chief, Senior Leadership Team, and the Chapter President. To not do so will be considered a violation and breach of this MOU.
9. In the event a dispute over the interpretation of any segment of this MOU arises, as a prelude to filing a formal breach of the MOU, the Employee Organization and the District will meet with the goal of developing a mutual agreeable clarification. Once agreed upon, the clarification will be signed by both parties and become an informational attachment of the MOU.

IN WITNESS WHEREOF, the parties have set their hands this 20th day of July 2022;

**Superstition Fire & Medical District:**

**Fire Chief:**

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Kathleen Chamberlain, Board Chair

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John Whitney IV, Fire Chief

---

Jeff Cross, Board Clerk

**IAFF, United Mesa Firefighters, Local 2260:**

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Todd House, Board Director

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John Walka, Chapter President

---

Shawn Kurian, Board Director

---

Jason Moeller, Board Director

**2022-2023 SFMD MOU Development Team**

Fire Chief John Whitney IV

Chapter President John Walka

Assistant Chief Richard Mooney

Operations: Ryan Ledbetter

Assistant Chief Brian Read

Organizational Development: Dan Elliott

Administrative Services Director Anna Butel

Training: Lance Frawley

Transportation Services Director Billy Warren

Benefits: Zach Leon

Finance Director Roger Wood

Charities: Matt Leon

Attached:

## **MEET AND CONFER RESOLUTION 2009-02**

### **AMENDMENT TO RESOLUTION 2009-02**

#### **A RESOLUTION INSTITUTING THE MEET AND CONFER PROCESS Superstition Fire & Medical District Medical**

**AN AMENDMENT TO RESOLUTION 2009-02, INSTITUTING THE MEET AND CONFER PROCESS FOR THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AND THE EMPLOYEES WHO PROUDLY SERVE THE FIRE DISTRICT.**

#### **SECTION 1 – FINDINGS AND PURPOSE**

1. **WHEREAS**, the members of the community served by the Superstition Fire & Medical District have a fundamental interest in the development of harmonious and cooperative relations between elected fire district officials, administrators, and the employees of the Superstition Fire & Medical District; and
2. **WHEREAS**, the Superstition Fire & Medical District recognizes the fundamental rights of public employees to organize into associations; and
3. **WHEREAS**, the Superstition Fire & Medical District recognizes that engagement in the principles and procedures of full communication between public employers and public employees can alleviate various forms of strife and unrest; and
4. **WHEREAS**, strikes, work stoppages, slow downs, employer lockouts, and other concerted efforts designed to disrupt Fire District services are contrary to the public good and are strictly prohibited.
5. **THEREFORE**, the Governing Board of the Superstition Fire & Medical District hereby resolves that it is the purpose of this resolution to:
  - A. Obligate the elected Fire District officials, administrators, district employees and their representatives, acting within the framework of the law, to enter into discussions with affirmative willingness to resolve issues and disputes relating working conditions, wages, benefits, and hours of work.
  - B. Promote harmonious employer-employee relations by providing a uniform basis for recognizing the right of public employees to join, or refrain from joining, organizations of their own choice and to be represented by such organizations in their dealings with the Fire District in accordance with the provisions of this policy.
6. The result of agreements regarding wages, hours, benefits, and working conditions, between the employer and its employees will be drafted into a written Memorandum of Understanding (MOU) that will be in place for a period to be determined by mutual agreement. Such MOU shall become effective upon approval by the Governing Board.

#### **SECTION 2 – EMPLOYEE ORGANIZATIONS**

1. The agreements between the Superstition Fire & Medical District and any recognized employee organization will be drafted into a written MOU, signed by the authorized representatives of the employee organization or organizations, and authorized representatives from the Superstition Fire & Medical District.
2. Authorized representation by an employee group shall be determined by a majority vote of the employees of the group and a list of the employees of the group shall be submitted to the Superstition Fire & Medical District.
3. Designated employee organizations shall have the right to bi-weekly dues deductions via the Superstition Fire &

Medical District payroll system for employees who authorize the deductions via the proper SFMD payroll deduction form or process.

### SECTION 3 – MEETING AND CONFERRING

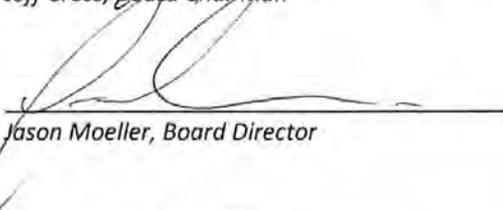
1. The designated employee organizations may submit a written proposal to the Superstition Fire & Medical District, through the Fire Chief for the purpose of meet and confer by a mutually agreed upon date.
  - A. The Meet and Confer process covers wages, hours, benefits, and working conditions, which may include: salary or wage rates or other forms of direct monetary compensation; policy issues related to wages, hours, benefits, and working conditions; time off (paid and unpaid leaves); insurance benefits; total hours required of an employee on each workday or workweek, including overtime, call-in or call-back time; health and safety; training; personnel records review; process for employees discipline and grievance; meet and confer procedure; and rights of the employee group.
  - B. Individual personnel cases of hiring, promotion, or transfer of employees, the type of discipline, or the grounds for promotion, discharge, suspension, or discipline will not be part of the meet and confer negotiations. Personnel policy issues as stated in section 1A are subject to the Meet and Confer negotiations.
2. Upon receiving a proposal, or a request to meet and confer from recognized employee organization(s), within a mutually agreed upon timeframe, the Fire Chief and representatives of the recognized employee organization(s) shall begin 'meeting and conferring' at mutually agreed upon locations and times. The purpose of the meetings are to develop a written Memorandum of Understanding (MOU) relating to working conditions, wages, benefits, and hours as defined in section 1A. Meeting ground rules shall be initially presented by the SFMD Fire Chief, and upon agreement by both parties shall be adhered to while meeting and conferring. The groups will continue meeting and conferring in good faith until no other action or movement is occurring. Both parties to the meeting and conferring may discuss the status/progress with their decision making body to receive direction on the unresolved items. Either party can declare an impasse when no further movement is agreeable to either party.
3. Any areas which were not agreed upon shall be outlined as areas in dispute and shall be subject to mediation.
4. A list of three (3) mediators will be requested from the Federal Mediation and Conciliation Services or the American Arbitration Association, with each party to the meet and confer process eliminating one name. The remaining mediator will be used. The Fire Chief, employee organization representatives, and the mediator will meet as necessary to reach an agreement.
  - A. The cost of the mediator will be shared equally by the Fire District and the designated labor organization.
5. If an agreement still cannot be reached after having the assistance of a mediator, the Superstition Fire & Medical District Board will have the final decision on the area(s) in dispute.
6. All areas of agreement, as well as those in dispute and still under consideration, and the recommendations of the Federal Mediator, shall be submitted to the Chairman of the Fire District Board, and the Fire Board for their evaluation on, or before the April governing board meeting, in order to fulfill the 20-day posting requirements of the proposed budget, and to ensure the approved budget is submitted to Pinal and Maricopa Counties on time.
7. The designated labor organization representative and the Chairman of the Fire District Board shall initial all areas of agreement. The recognized labor organization agrees to accept the final decision of the SFMD Governing Board, on the areas still in dispute; however, the recognized labor organization representative will not be obligated to initial areas not agreed to. The areas of agreement, including the Fire District Board's final vote on areas of dispute, shall constitute the Memorandum of Understanding for the defined period.

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT FULLY SUPPORTS RESOLUTION 2009-02, WITH THE STATED AMENDMENT A RESOLUTION AND AMENDMENT INSTITUTING THE MEET AND CONFER PROCESS.

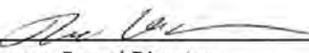
PASSED AND ADOPTED THIS SIXTEENTH DAY OF AUGUST 2017, BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

  
\_\_\_\_\_  
Jeff Cross, Board Chairman

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

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

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

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

**RESOLUTION 2022-07-20-03**  
**Superstition Fire and Medical District Medical**  
**ADOPTING THE MEMORANDUM OF UNDERSTANDING**

**A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, FULLY ADOPTING THE MEMORANDUM OF UNDERSTANDING.**

**WHEREAS**, the Board acknowledges the importance of a Memorandum of Understanding (MOU) between Labor and Management that is collaboratively developed; and

**WHEREAS**, the Board supports an MOU that fosters a symbiotic Labor/Management rapport that is committed to working together to form a positive, professional, and productive fire service organization; and

**WHEREAS**, the Labor Management Team is dedicated to maintain an open and cooperative relationship that enhances the quality service provided to both internal and external customers; and

**WHEREAS**, the MOU provides support for the entire SFMD membership – civilian and suppression alike; and

**WHEREAS**, the MOU has linkage to the SFMD Meet and Confer (Resolution 2009-02), SFMD Declaration of Ideals, SFMD Code of Conduct, Administrative Policy, and specifically Policy 209 Labor Management Relations; and

**WHEREAS**, the commitment of quality service for the citizens we serve will continually be the SFMD's top priority;

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

That the Superstition Fire & Medical District Board of Directors fully supports and adopts the Memorandum of Understanding between the Superstition Fire & Medical District and the United Mesa Firefighters, Local 2260, Superstition Chapter.

PASSED AND ADOPTED THIS TWENTIETH DAY OF JULY 2022 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

\_\_\_\_\_  
*Kathleen Chamberlain, Board Chairman*

\_\_\_\_\_  
*Jeff Cross, Board Clerk*

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

\_\_\_\_\_  
*Shawn Kurian, Board Director*

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

**Governing Board Meeting – July 20, 2022**

**Agenda Item: #12**

**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**

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

**Enclosure(s)**

**Recommended Motion**

"n/a"



**Go To Item 13**

**Go to Agenda**

**Governing Board Meeting – July 20, 2022**

**Agenda Item: 13**

**Agenda Item Title**

**New Business / Future Agenda Items**

**Financial Impact**

N/A

**Enclosure(s)**

N/A

**Recommended Motion:**

*"TBD"*



**Go to Item 14**

**Go to Agenda**

**Governing Board Meeting – July 20, 2022**

**Agenda Item: 14**

**Agenda Item Title**

**Announcements and Document Signing**

**Background / Discussion**

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

**Recommended Motion:**

N/A



**Go to Item 15**

**Go to Agenda**

**Governing Board Meeting – July 20, 2022**

**Agenda Item: 15**

**Agenda Item Title**

**Adjournment**

**Recommended Motion:**

*“Motion to adjourn the Board meeting.”*



**Go to Agenda**

# Appendix A

## A. Board Meeting Minutes from June 15, 2022

### 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)

June 15, 2022 Board Meeting Minutes





# Superstition Fire & Medical District

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

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

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

**Fleet & Facilities Services**  
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Fax (480) 983-7443

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## Governing Board Meeting Minutes

### June 15, 2022

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, JUNE 15, 2022. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

[THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:31 PM.](#)

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#### A. Call to Order

Chairman Chamberlain called the meeting to order at 5:31 PM.

#### B. Pledge of Allegiance

The Pledge of Allegiance led by Peter Hecht

#### C. Roll Call

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

Senior Leadership Team in attendance were Fire Chief John Whitney, Assistant Chief Richard Mooney, Transportation Services Director Billy Warren, Finance Director Roger Wood, Chief Dave Pohlmann and Captain John Walka. Also in attendance was Sherry Mueller, Human Resources Generalist / Board Secretary and Attorney William Whittington.

#### 1. Review and approval of the May 2022 financial reports and bank reconciliations.

**Motion** by Director House to approve the May 2022 financial reports and bank reconciliations.

**Seconded** by Clerk Cross

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



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

#### **June Anniversaries**

##### **28 Years of Service**

Deputy Chief **Jeff Cranmer**  
Engineer / Paramedic **Mike Wolfe**

##### **21 Years of Service**

Firefighter **Ryan Elowe**

##### **16 Years of Service**

Captain / Paramedic **Alex Dupuis**

##### **15 Years of Service**

Engineer **Brandon Blessum**  
Firefighter / Paramedic **Ryan Rodriquez**  
Captain / Paramedic **Geof Shively**

#### **Recognition of the AJ Mounted Rangers**

Fire Chief John Whitney and Tina Gerola, Fire Inspector / Community Risk Reduction Specialist formally thanked the AJ Mounted Rangers for their recent donation of \$1,000 for the April Pool's Day Water Safety Event. In May, the AJ Mounted Rangers donated another \$1,000 to SFMD for community events, safety supplies and materials for the children.

### **3. Call to the Public.**

None

### **4. Consideration and possible approval of all consent agenda items listed below:**

- A. Board Meeting Minutes from May 18, 2022
- B. Executive Session Minutes from May 18, 2022
- C. Transfer Funds for 6/30/2022 Chase Bond Debt Service Principal and Interest Payments
- D. Transfer Funds for 6/30/2022 Certificates of Participation (COP) US Bank Debt Interest Payment

**Motion** by Clerk Cross to approve all consent agenda items for June 15, 2022.

**Seconded** by Director House

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



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### **5. Discussion, consideration, and possible action regarding the development of the Tentative Fiscal Year 2022/2023 Revenue and Expenditure Budget and adoption of Resolution 2022-06-15-15**

**Motion** by Director House to Adopt Resolution 2025-06-15-15 adopting a tentative budget in the amount of **\$30,761,334.25** for the fiscal year beginning July 1, 2022 and ending June 30, 2023 and giving notice to the public of the tentative budget, as well as a time and place for a public meeting to hear comments prior to final adoption of the budget as required by law.

**Seconded** by Director Kurian and Clerk Cross  
**Vote 5 ayes, 0 nays, MOTION PASSED**

### **6. Discussion and possible Tentative Adoption of the 2018 International Fire Code with Amendments**

The state of Arizona no longer recognizes the 2015 International Fire Code (IFC). The state requires all jurisdictions using the 2015 International Fire Code to adopt the 2018 or 2021 International Fire Code. The City of Apache Junction and Pinal County has adopted the 2018 International Fire Code. Assistant Chief Mooney met with the City of AJ, and the City of AJ Requests that SFMD use the 2018 version so that we can maintain consistency. Assistant Chief Mooney also added the City of AJ Amendments that apply to Fire Code. The City of AJ's only IFC amendments were definitions and were added to SFMD's Amendments. After meeting all Pinal County code requirements, Pinal County gives SFMD full fire code authority and requires businesses to submit directly to SFMD.

The Amendments made by SFMD are consistent with other valley cities. The significant change was decreasing the commercial square footage requirement for sprinklers from 12,000 square feet to 5000 square feet. SFMD also amended additional required square footage for other occupancies to mirror the 60 % decrease for buildings requiring sprinklers.

**Motion** by Clerk Cross to tentatively adopt the 2018 International Fire Code with Amendments and giving notice to the public of the tentative adoption, as well as a time and place for a public meeting to hear comments prior to final adoption of the 2018 International Fire Code with Amendments as required by law.

**Seconded** by Director House  
**Vote 5 ayes, 0 nays, MOTION PASSED**



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## 7. Senior Leadership Team Reports

### Fire Chief Report

- HB 2431
- Budget finalization & Audit commitment
- Hospital bed delays
- City of Apache Junction IGA
- TMMS
  - Conservation for long-term solution
- Strategic Plan
- Rapid Extrication Module Support (REMS) Wildland Unit
- Vision, Mission, Values
  - Identity
- Firefighter Day at Camp Courage – AZ Burn Foundation

### Emergency Services

#### **Operations**

- Engineers Promotional Process Meeting
- East Valley Assistant Chief's Meeting
- Chief Brooks and E263 presented on Wildland Medical Emergencies at the Mountain Vista Family Medicine Residency Program
- Ride-along program
- Training Committee Meeting
- AJHS Graduation
- Monthly Incident Call Volume
- 5-Year Call Volume Projection

#### **Training**

- Firefighter Recruit Academy Graduation from Mesa Fire Academy
- Monthly and Year-to-date Training Hours
- Trench rescue training
- Active Shooter training at the RTC

#### **EMS**

- Image Trend initial preliminary NEMSIS 3.5 transition setup (National EMS Information System data set is expanding. Required to migrate our system next year)
  - Vector Solutions RMS revamp
  - Medic Integration revamp with EMS Committee includes new medic, TSP and new hire
  - Finalizing Boundtree UCAPIT pharmaceutical Management system and supplies contract (with Anna Butel)
-



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## Transportation Services

- Medicare Cost Data Collection Audit Planning Meeting
- Attended AEMS Odyssey Conference
- M262 Summer Deployment
- AZDHS Ambulance Inspection of Unit C-89
- Monthly Transportation Volume
- CON Compliance through May 2022

## Support Services

- TRWC Quarterly Board Meeting
- July 4<sup>th</sup> Meeting On-Site at High School
- Fire Crew attended Birthday Party at the AJ Multi-Generational Center
- Regional Monsoon Tabletop Exercise
- PSA Announcement with the city-News & Video Release
  - Captain Bryan Heun – Monsoon safety & sandbag locations
  - Community Support Specialist Tina Gerola – Fireworks Safety
- Special Events Process Meeting
  - Peralta Gate – Agenda Item for discussion only

## Administrative Services

- Open Enrollment Completion
- UKG Discovery Document
- CLM Essentials – DocuSign
- iPad EPCR tablet replacements deployed this week
- Recruit Firefighter Panel Interviews July 11 - 18
- New Hire Jesse Bloomquist / Fire Mechanic I

## 8. **New Business / Future Agenda Items**

None

## 9. **Announcements / Document Signing**

None

## 10. **Adjourn**

**Motion** by Director House to adjourn the board meeting at 6:47 p.m.

**Seconded** by Clerk Cross

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



## **Superstition Fire & Medical District**

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

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

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

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

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### **Governing Board Approval:**

\_\_\_\_\_  
Board Clerk Jeff Cross  
*Sherry Mueller*

## Appendix B

### B. Maricopa County Community College District EMT / Paramedic Preceptorship Agreement

#### Submitted By

John Whitney, Fire Chief

David Pohlmann, Division Chief

#### Background / Discussion

SFMD wishes to enter into an agreement with Maricopa County Community College District for EMT/Paramedic preceptorship. This will provide opportunities for our members to attend paramedic school through Maricopa County, but be precepted at SFMD to complete their class.

#### Financial Impact/Budget Line Item

N/A

#### Enclosure(s)

Letter of Agreement





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**LETTER OF AGREEMENT**  
*EMT/Paramedic Preceptorship*

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This Letter of Agreement, EMT/Paramedic Preceptorship (“Agreement”) is made between the Maricopa County Community College District, a political subdivision of the State of Arizona (hereinafter “School”), and **SUPERSTITION FIRE AND MEDICAL DISTRICT**, a municipal corporation, (hereinafter “Fire Department”) (individually a “Party” or collectively “Parties) for a supervised Emergency Medical Technician (“EMT”) and Paramedic Preceptorship (hereinafter “Preceptorship”).

**RECITALS**

- I. The Parties recognize the need for EMTs and paramedics in their respective jurisdictions.
- II. The Parties wish to cooperate in providing instruction for the education and training of students to enable them to pass the National Registry EMT (“NREMT”) certification exam and the National Registry Paramedic (“NRP”) certification exam.
- III. School has the ability and resources to provide the necessary classroom education for students to pass the NREMT and NRP certification exams.
- IV. Fire Department has the ability and resources to provide the field and vehicular experience necessary for students to pass the NREMT and NRP certification exams.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the Parties agree as follows:

- I. Term and Termination. This Agreement will become effective when all Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date stated under that Party’s signature) will be deemed the effective date of this Agreement (Effective Date). The term of this Agreement is one year. This Agreement shall be renewed automatically for succeeding terms of one year each, for no more than four successive one-year periods, unless at least thirty (30) days prior to the renewal date, either party gives the other party written intent of its notice not to continue this Agreement. In the event of termination of the Agreement during a student’s preceptor experience with Fire Department, Fire Department may, in its sole discretion, permit the student to complete the Preceptorship.
- II. School agrees:
  - A. To require students to complete all coursework and certifications required by the Arizona Department of Health Services’ Bureau of Emergency Medical Services for participation in the Preceptorship.
  - B. To conduct the School in conformity with all accreditation requirements and applicable state and federal laws and regulations.
  - C. To provide Fire Department in writing School’s objectives and skill requirements prior to students’ arrival at Fire Department.
  - D. To require students participating in the Preceptorship to follow all rules, policies and procedures, and direction from the Fire Department, including but not limited to those relating to dress and conduct, and to exercise the highest degree of care when using Fire Department supplies and equipment.
  - E. To notify and require students to work under the direction of an assigned Fire Department Paramedic Preceptor.
  - F. To notify all students participating in the Preceptorship in writing that Fire Department is a drug-free workplace, and that students are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of any controlled substance in the workplace. School shall further notify students that they are prohibited from the use of alcohol, drugs/controlled substances or any other intoxicating substance while on duty pursuant to the Preceptorship. School will provide Students with a copy of Fire Department’s Drug-Free Workplace policy and require students to sign an acknowledgement that they will comply with the policy and

refrain from use or possession of alcohol, all drugs and controlled substances, and any other intoxicating substance during the Preceptorship and while on Fire Department property.

- G. To ensure that all students, prior to participation in the Preceptorship, have undergone a web-based background check, FBI/Department of Public Safety fingerprint background check, and a 10 Panel drug screen, in accordance with the Fire Department's background check and drug testing policies and procedures. Students who fail the background checks and/or drug screen will not be permitted to participate in the Preceptorship.
  - H. To maintain all records and reports on students' Preceptorship experiences.
  - I. To maintain Comprehensive Commercial General Liability insurance covering its employees, agents, students, and representatives in the amount of \$1 million per occurrence and \$3 million in the aggregate, and to provide Fire Department with a certificate of insurance evidencing such insurance and an endorsement naming the Fire Department, its officers, employees, agents, elected and appointed officials, and volunteers, as additional insured.
  - J. To maintain a separate professional liability policy covering its students in the amount of \$1 million per occurrence.
  - K. To indemnify, hold harmless, and defend the Fire Department, its employees, officers, agents, elected officials, and volunteers from and against any and all fines, claims, demands, suits or actions of any kind or nature arising out of this Agreement; any acts or omissions of any student enrolled in the Preceptorship while performing under a Fire Department preceptor; any student's application to or termination from the Preceptorship; and from any acts or omissions performed under this Agreement by School's employees, agents, students, volunteers or representatives. MCCC'D's obligation to indemnify the Fire Department is not limited by the availability or applicability of any insurance coverage. This obligation shall survive termination of the Agreement.
  - L. To warrant that School complies with all applicable federal, state, and local laws and executive orders relating to employment and education including, but not limited to, the Family Educational Rights and Privacy Act. Specifically, School shall not discriminate against any person on the basis of race, color, religion, national origin, sex, age, disability or other protected status. School agrees to comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended, section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 USC § 12101 et seq.) and applicable rules in performing under this Agreement.
  - M. That Fire Department may, at its sole discretion: (i) refuse to permit any student from enrolling or participating in the Preceptorship for any reason not prohibited by law; (ii) remove any student from the Preceptorship at any time for unsafe practices, noncompliance with Fire Department rules, regulations, policies, procedures, or directives, any other reason detrimental to the Fire Department, Fire Department patients or the public, and any other reason not prohibited by law.
  - N. That Fire Department has sole discretion to determine the number of students to allow into the Preceptorship.
- III. Fire Department agrees:
- A. To provide vehicular and other field experiences to students on a first come-first serve basis. No more than students at a time from any school will be taken into the field or on a vehicle for training on any given day. All vehicular and field experiences are subject to availability of Fire Department crews.
  - B. To assign a Paramedic Preceptor to each student. The Paramedic Preceptor will direct and supervise the functions of each student and provide documentation of each student's performance and hours to School.
  - C. To permit students reasonable use of Fire Department facilities during scheduled Preceptorship hours.
  - D. To comply with the Family Educational Rights and Privacy Act ("FERPA"). Fire Department will only disclose personally identifiable information from students' education records in accordance with FERPA and will only use information from education records for the purposes for which disclosure was made. The Fire Department shall not disclose information from education records to any other party without first having received written consent of the student and having obtained assurances that the other party will fully comply with the provisions of FERPA and that no disclosure by such party shall be permitted.

- E. To provide School and students with access to all Fire Department rules, regulations, policies and procedures.
- F. To be fully responsible for the care of patients and to maintain administrative and functional supervision of students insofar as their presence effects the operation of the facility and/or the direct and indirect care of patients.
- G. To indemnify and hold harmless School, its boards and commissions, officials, officers, employees, students, agents and subagents, from all fines, claims, demand, suits or actions of any kind or nature by reason of any intentional or grossly negligent acts or omissions of Fire Department in the performance of this Agreement. This obligation shall survive termination of the Agreement and is not limited by the availability or application of any insurance coverage.

IV. Mutual Agreements.

- A. The Parties agree that nothing in this Agreement or in its performance shall be construed to result in any person being the officer, agent, employee or servant of the other party when such person would not otherwise have had such status.
- B. The Parties agree that this Agreement does not establish a joint venture by or between the Parties.
- C. That each Party shall be responsible for its own costs and expenses pertaining to the conduct of the Preceptorship.
- D. That students participating in the Preceptorship are not agents or employees of the Fire Department and that student activities are not employment related and therefore are not covered under the Fire Department workers' compensation program. Students will be acting as volunteers, and are not guaranteed or entitled to employment with the Fire Department.
- E. That students participating in the Preceptorship are not agents or employees of the Fire Department and, as such, shall not be entitled to any salary, emoluments or benefits received by Fire Department employees/agents. Students shall not be entitled to participate in Fire Department retirements, deferred compensation, credit unit Preceptorships, or other such benefits Preceptorships available to employees/agents of the Fire Department.
- F. That School and students may receive or acquire through participation in the Preceptorship protected health information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "HIPAA). School agrees that all PHI acquired as a result of student's participation in the Preceptorship is confidential and that both School and students are prohibited from disclosing that information to any person or persons not involved in the care and treatment of the patients, in the instruction of students, or in the performance of administrative responsibilities at Fire Department. School shall protect the confidentiality of PHI as required by law at all times both during and after students' participation in the Preceptorship. Upon termination of this Agreement, School shall use its best efforts to return to Fire Department or to destroy all written and electronic PHI received or acquired from Fire Department, except as may be required to maintain a student's educational records. For example, such efforts may include destruction by shredding of students' essays or papers containing PHI and destruction by shredding of any faculty notes containing PHI. This confidentiality requirement shall survive termination of the Agreement.
- G. All placements governed by this clinical placement/externship agreement are hereby identified as safety-sensitive positions where the health and safety of the populations served are at issue.

**Signature page follows.**

**MCCCD**  
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

**INSTITUTION**  
SUPERSTITION FIRE AND MEDICAL DISTRICT

Signature:

\_\_\_\_\_  
Rochelle Rivas  
District Director, Health Care Education

Date:

\_\_\_\_\_

Signature:

\_\_\_\_\_  
Kathleen Chamberlain  
Board Chairman

Date:

\_\_\_\_\_

Address:

\_\_\_\_\_  
565 N Idaho Rd

\_\_\_\_\_  
Apache Junction, AZ 85110

Email:

\_\_\_\_\_  
kathleen.chamberlain@sfmd.az.gov

## Appendix C

### C. Adoption Agreement for Bound Tree Emergency Medical Supplies and Pharmaceuticals

#### Submitted By

John Whitney, Fire Chief

Anna Butel, Administrative Services

#### Background / Discussion

SFMD currently has agreements in place with Bound Tree Medical for the purchase of medical supplies. With this new agreement, SFMD will receive one UCapIt vending machine from Boundtree. The UpCapIt machine resembles a vending machine only for medical supplies and medications. This will allow SFMD to control inventory, secure yet make available medications, and reduce provider time at the hospital.

This agreement is part of the Strategic Alliance for Volume Expenditures (S.A.V.E) which provides government agencies across Arizona, who have agreements allowing other member agencies to utilize each other's contracts as part of a governmental agreement. The pricing and these agreements have gone through an RFP process and because of the volume have lowered costs for SFMD.

#### Financial Impact/Budget Line Item

3 Year Agreement

Rebate each year for three years with spending of \$208,000.00 (medical supplies) is \$3560.00 for the UCapIt.

#### Enclosure(s)

Adoption Agreement



## ADOPTION AGREEMENT

This Adoption Agreement dated as of this \_\_\_ day of \_\_, 2022 (“Effective Date”) is entered into by and between \_\_\_\_\_ (“Customer”), having its principal place of business at \_\_\_\_\_ and Bound Tree Medical, LLC (“Company”) having offices located at 5000 Tuttle Crossing Blvd, Dublin, Ohio 43016.

**WHEREAS**, Company responded to a bid solicitation from The City of Tempe to supply emergency medical supplies and pharmaceuticals.

**WHEREAS**, The City of Tempe awarded Company the business on or about July 17, 2020.

**WHEREAS**, Company and The City of Tempe entered into a Supply Agreement, effective as of July 20, 2020 (“Supply Agreement”).

**WHEREAS**, Company acknowledges that Customer desires to adopt the terms of the competitively bid Supply Agreement. Company agrees that Customer will be permitted to purchase products under the terms and conditions of this Adoption Agreement and the Supply Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual agreements herein, Customer and Company hereby agree as follows.

1. **TERM**. The term of this Adoption Agreement shall commence as of the Effective Date and shall remain in full force and effect for three (3) years (“Term”). Any termination of the Supply Agreement shall not impact the Term of this Adoption Agreement.
2. **SCOPE**. Company agrees that Customer will be permitted to purchase the products listed in the Supply Agreement, under the terms and conditions of this Adoption Agreement and the Supply Agreement. In addition, Customer agrees to be bound by the terms of the Supply Agreement throughout the Term of this Adoption Agreement.
3. **PRICING**. In the event Customer rejects Company’s request for a price increase, Company may immediately remove the particular Product(s) from The Supply Agreement. Further, Company may increase prices on Products at any time upon written notification to Customer due to increase in pricing from Company’s suppliers/manufacturers.
4. **UCAPIT**. Upon execution of this Adoption Agreement, Company will provide Customer with one (1) UCapIt Dispensing System and related software as outlined in Exhibit A, Exhibit B, and Exhibit C of this Adoption Agreement. This supersedes any UCapIt offer contained in The Supply Agreement.
5. **AMENDMENT TO SUPPLY AGREEMENT**. If the Supply Agreement is amended, such amendment shall apply to this Adoption Agreement, unless the amendment frustrates or makes it impractical to carry out the terms of this Adoption Agreement. Notwithstanding the foregoing, if an amendment is made to the Supply Agreement the Customer shall have the right to terminate this Adoption Agreement for convenience no later than thirty (30) days after Company notifies Customer, in writing, of the amendment.
6. **CONFLICT**. In the event of a conflict between the Supply Agreement and this Adoption Agreement, the terms and conditions of this Adoption Agreement shall prevail.

7. AUTHORITY. Customer warrants and represents that it has the authority to bind itself to the terms and conditions of this Adoption Agreement and that by executing this Adoption Agreement it is indeed legally binding itself to this Adoption Agreement.
8. ENTIRE AGREEMENT. This Adoption Agreement and the Supply Agreement constitute the entire agreement of the parties, superseding all prior agreements and understandings as to the subject matter hereof, notwithstanding any oral representations or statements to the contrary heretofore made.

**EACH OF THE PARTIES** hereto have caused this Adoption Agreement to be executed on its behalf by its duly authorized representative as of the date set forth below.

[CUSTOMER]

BOUND TREE MEDICAL, LLC

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

Title:

Title:

Date:

Date:



## EXHIBIT A

# UCAPIT PURCHASE AND REBATE PROGRAM TERMS

---

1. **Incentives.** Customer acknowledges that any incentive, discount, rebate, or reward offered under this Agreement constitutes a discount or reduction in price subject to Section 1128B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(a). Customer agrees that it shall disclose any such discounts or reductions in price under any state or federal program that provides cost or charge-based reimbursement to the Customer for the Products covered by this Agreement. If and to the extent any Product discounts, rebates or other purchasing incentives are earned by or granted to Customer and paid by Company (or, to the extent Customer is a member of a retail buying group with which Company has a relationship, as a part of such relationship), then applicable provisions of the Medicare/Medicaid and state health care fraud and abuse/anti-kickback Laws (collectively, "fraud and abuse laws") may require disclosure of the applicable price reduction on Customer's claims or cost reports for reimbursement from governmental or other third party health care programs or provider plans. The parties hereto shall comply with all applicable provisions of the fraud and abuse laws. Company shall provide the value of such discounts to Customer.

2. **Permissible Use of UCAPIT Machines.** The UCAPIT Machines and software related to this Agreement are intended only for Customer's own use for the storage and dispensing of Products purchased by Customer herein, and tracking the usage of such Products.

3. **UCAPIT Software.** Customer acknowledges and agrees that UCAPIT relies on software for the usage of UCAPIT Machines. Customer shall enter into such agreements and licenses as may be required for the use of such software, and agrees to abide by any applicable terms and conditions and licenses required by UCAPIT for such software usage. UCAPIT or other provider of

such software retains all ownership and intellectual property rights in and to that content, and Customer's right to use such software are subject to, and governed by, the terms applicable to such content as specified by UCAPIT or applicable third party owner, author, or provider.

4. **UCAPIT Fee Payment.** The annual fee payment for the use of the UCAPIT Machines shall be as specified on Exhibit C. Such fees shall be invoiced annually by Company, and shall be payable on demand.

5. **Set Up and Training.** The delivery and set-up of the UCAPIT Machines shall be performed by UCAPIT. Customer agrees to work with UCAPIT to coordinate the set up of the UCAPIT Machine(s) and any training. Company shall have no liability for any damages incurred during the set up and training of the UCAPIT Machine, nor for the operation of the machine.

6. **Maintenance.** Customer shall be responsible for the maintenance, repair and service of the UCAPIT Machines during the term of this Agreement.

7. **Title of UCAPIT Machines.** At all times during the term of this Agreement, Company is the owner of the UCAPIT Machines and shall retain title to such UCAPIT Machines. Customer acknowledges and agrees that Customer holds the UCAPIT Machines as a bailment and that neither Customer nor any creditor of Customer shall have any right, security interest or property interest in the UCAPIT Machines other than as bailee. Customer shall not (i) use the UCAPIT Machines for any purpose other than the purpose set forth herein, (ii) represent itself to any third party as the owner of the UCAPIT Machines, (iii) grant any security interest, lien or encumbrance in the UCAPIT Machines or (iv) move, remove or transfer the UCAPIT Machines to any location other than set forth in Exhibit C. Customer will maintain liability insurance, property damage and casualty

insurance and such other types of insurance on the UCAPIT Machines in amounts and against risks in form and substance acceptable to Company.

8. **Return of UCAPIT Machines.** The UCAPIT Machines placed with Customer pursuant to this Agreement shall immediately be returned to Company in the event this Agreement expires or is terminated for any reason. Customer shall be responsible for all shipping costs associated with the return of the UCAPIT Machines as well as the risk of loss of such UCAPIT Machine until it has been delivered to the location designated by Company. In the event the UCAPIT Machines are not returned in accordance with this Section, Customer shall be required to pay Company the fair market value of the UCAPIT Machines as will be determined in the sole discretion of Company.

9. **Warranties.** Products distributed by Company and the UCAPIT machines carry only those warranties provided by their manufacturers. This warranty limitation shall also apply to both Products and Equipment, if any, placed under any Rewards/Free Use Program offered under this Agreement. Customer understands and acknowledges that Company is only a distributor of the UCAPIT Machines. The UCAPIT Machines carry only those warranties provided by the manufacturer of the UCAPIT Machines. COMPANY MAKES NO EXPRESSED OR IMPLIED WARRANTIES REGARDING THE PRODUCTS, UPCAPIT MACHINES, RELATED SOFTWARE OR SOFTWARE ACCESSORIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF ANY SUCH WARRANTY SHALL BE, AT COMPANY'S OPTION, TO ASSIST CUSTOMER IN OBTAINING A REPAIR OR REPLACEMENT OF THE PRODUCT BY THE MANUFACTURER.

10. **Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR NOT BE LIABLE FOR LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES.

11. **Force Majeure.** In the event that either party is prevented from performing or is unable to perform any of its obligations, other than making payments, under this Agreement due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.

**Exhibit B**

**REBATE PROGRAM**

**1. Eligibility for Rebate/Cap on Rebate.**

If Customer's purchases of Products from Company during each contract year (Rebate period) satisfies or exceeds the minimum purchase targets (not including shipping costs, administrative fees, sales tax, discounts, credits, and/or returns) specified in the table below, and Customer timely pays fees, Customer shall be eligible for a rebate in the amount specified below in accordance with the terms of this Agreement. Notwithstanding the foregoing, the maximum amount of rebate Customer is entitled to receive per year is \$3,560.

**2. Payment of Rebates.**

The rebate is payable within 45 days after the close of each contract term by credit memo. The credit memo must be used by the Customer within sixty (60) days of issue date. Prior to payment of any rebate, Company may use such rebate amount to set off any amounts owed to Company by Customer.

**3. Amount of Rebates.**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Total Available BTM Purchases	Sole Source \$208,000 minimum	Sole Source \$208,000 minimum	Sole Source \$208,000 minimum
Rebate Percentages	2%	2%	2%
	<b>\$3,560*</b>	<b>\$3,560*</b>	<b>\$3,560*</b>

\* \$3,560 is the maximum amount of rebate Customer is entitled to each year.

**4. Additional Terms and Conditions.**

- a. Applicable tax, if any, on rebated amounts is the sole responsibility of Customer.
- b. Void where prohibited or restricted by law, and Customer assumes the responsibility for assuring the legality in their location and organization.
- c. All rebate claims are subject to review and approval by Company in its discretion.
- d. No rebates will be paid on Products for which Customer is not the actual end-user or with respect to any Product(s) for which there has been a payment default.
- e. Invoice dates must be during the Term in order to claim the rebate.
- f. By participating in this rebate program, Customer agrees to abide by and be bound by these Terms and Conditions.
- g. Company reserves the right to reject orders with no liability to Customer under the rebate program.

**Exhibit C**

**UCAPIT FEE PAYMENTS**

**Leased Items**

<b>Item Description</b>	<b>BTM Item</b>	<b>Quantity</b>	<b>Annual Fee</b>
CAP 5 Standard EMS Machine w/Controller, BTM Black	4800-0001H	1	
UCapIt Annual Software License	4800-43110	1	
			<b>\$3,560</b>

**Fee Payment**

At the start of each contract year, Bound Tree Medical will issue the customer an invoice for the annual fee defined above. Payment terms for the invoice will be Net 365.

## Appendix D

### D. HeartFit for Duty, LLC, Annual Physical Agreement

#### Submitted By

John Whitney, Fire Chief

Anna Butel, Administrative Services

#### Background / Discussion

This agreement is part of the Strategic Alliance for Volume Expenditures (S.A.V.E) which provides government agencies across Arizona, who have agreements allowing other member agencies to utilize each other's contracts as part of a governmental agreement. The pricing and these agreements have gone through an RFP process and because of the volume have lowered costs for SFMD.

SFMD provides annual employee physical exams and pre-employment physical exams to our public safety members. The physicals are a requirement of NFPA 1582 and OSHA standards. This agreement will ensure SFMD members have the best opportunity to capture occupational illness early, focus on the prevention of cancer and other illnesses, and maintain optimal health during the career of a firefighter.

#### Financial Impact/Budget Line Item

\$62,336.00

100-10-61920-12

#### Enclosure(s)

Heart Fit For Duty Agreement

Heart Fit Pricing Menu



**HEARTFIT FOR DUTY  
ANNUAL PHYSICAL AGREEMENT**

**THIS ANNUAL PHYSICAL AGREEMENT** (this “Agreement”), is made and entered into effective as of this 20<sup>th</sup> of July, 2022, by and between Superstition Fire and Medical District (“Department”) and HeartFit For Duty, LLC (“HeartFit”).

**RECITALS:**

**WHEREAS**, the Department operates and manages a fire department covering a geographic region in Arizona; and

**WHEREAS**, it is the desire of the Department to provide for annual physicals of the firefighters in the fire department, including heart screenings, to ensure that its firefighters stay in good health for the safety and benefit of the fire department, the community, the firefighters and their families; and

**WHEREAS**, HeartFit specializes in the prevention of heart attacks and strokes in the first responder population by focusing on early detection and education of at risk individuals, and provides heart screenings, annual physicals, fitness evaluations, and other wellness programs as a part of its regular services (the “Services”);

**WHEREAS**, it is the desire of the Department and HeartFit to enter into this Agreement for HeartFit to assist in the provision of annual firefighter medical examinations, including heart screenings, for sworn Department personnel as required by federal and state law, National Fire Service standards and regulations, and/or as deemed necessary by the Chiefs of the Department.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants, and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Authorization to Provide Services. Department personnel may participate in the annual firefighter physical examination program provided by HeartFit and any other such employee health and safety programs HeartFit may have to offer. Services are to be provided at the Department Office or such other location(s) as reasonably designated by HeartFit and accepted in advance by Department.
2. Charges for Services Rendered; Cancellations; Travel Fee. HeartFit will perform the Services only using licensed Arizona physicians and other medical professionals (e.g. nurse practitioners, nurses, physician assistants, etc.), and charge the Department for

the Services offered to Department personnel pursuant to this Agreement, and the Department agrees to pay such charges in accordance with the terms of this Agreement. The current rates for the Services are set forth on Exhibit A attached hereto. Such rates may only be changed at the commencement of a Renewal Term, as defined in Paragraph 3 below. HeartFit shall notify the Department in writing at least thirty (30) days prior to the beginning of a Renewal Term, if the rates charged for such services as set forth on Exhibit A and A1 are changing. Specific contracts or agreements may be drafted between the Department and HeartFit specifying any modification to the standard rates and charges reflecting in kind services or other specific terms and conditions; provided, however, that any such modifications must be in writing and signed by both parties to this Agreement. Physical examinations on an annual basis shall require a minimum of thirty (30) minutes of a physician's time spent with each Department employee.

3. Term. This Agreement will commence on the date first written above, and unless modified by the mutual written agreement of the parties or terminated earlier pursuant to the terms of this Agreement, shall continue for three (3) years from the date first written above (the "Initial Term"). Unless terminated in writing at least ninety (90) days prior to the end of the Initial Term, this Agreement shall renew for successive one (1) year terms (each a "Renewal Term"). Either party, notwithstanding the foregoing, may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other party; but in the event of a breach of this Agreement by a party that has not been cured within twenty (20) days of receiving written notice of the breach, the non-breaching party shall have the right to terminate this Agreement as of the 20<sup>th</sup> day following the breaching party's receipt of notice, except as noted in Paragraph 10 below. The rights and obligations of Paragraphs 2, 5, 6, 7, 9, 11, 13 and 14 hereof shall remain in effect after termination or expiration of this Agreement or the relationship specified herein.
4. No Exclusivity. Nothing in this Agreement shall limit the ability of the Department from agreeing to participate in more specific contracts for Services with HeartFit or any other agency, nor shall this prohibit either party from entering in to any other agreement for medical services with another jurisdiction, agency or entity which is not a party to the Agreement.
5. Independent Contractor. The relationship between the Department and HeartFit is that of principal and independent contractor. This Agreement is not authority for HeartFit to act for the Department as its agent or to make commitments for Department. HeartFit agrees and certifies that it is not an employee of the Department and that it is, in fact, an independent business. HeartFit further agrees that it is responsible for paying all of the appropriate taxes, and for appropriate insurance, including workers' compensation and general liability insurance. HeartFit further agrees and certifies that, its personnel are not employees of Department, will not represent itself to be an agent for or partner

with Department, and will support Department's efforts to accurately describe this relationship in any further proceedings. It is not intended by this Agreement to create, and nothing contained in this Agreement shall create, any partnership, joint venture or similar arrangement among the parties hereto.

6. No Third Party Beneficiaries. No term or provision of the Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.
7. Indemnification. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses, including without limitation reasonable attorneys' fees and costs (hereinafter collectively referred to as "claims") arising out of the indemnitor's performance of the Services or breach of this Agreement. Notwithstanding the above, the indemnitor shall not be required to provide indemnification pursuant to this Section 7 to the extent that such claims are caused by the gross negligence, willful misconduct, or other fault of the indemnitee, its agents, employees, or contractors.
8. Insurance. The physicians contracted by HeartFit to provide the Services contemplated by this Agreement shall provide medical malpractice and Professional Liability insurance at limits of no less than One Million Dollars (\$1,000,000) per occurrence; and such coverage shall extend for a minimum of two (2) years past completion of the Services. HeartFit shall maintain Workers' Compensation insurance with limits statutorily required by any Federal or state law and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease coverage for each employee, and a \$500,000 disease policy limit.
9. Entire Agreement. This Agreement contains the entire understanding between the parties hereto and supersedes any prior written or oral agreements, representations or warranties between them respecting the subject matter hereof.
10. Amendment; Assignment. This Agreement may be amended only by a writing signed by a duly authorized representative of each of the parties hereto. This Agreement's rights, and the delegation of obligations of HeartFit herein, shall not be assigned to any other person without the prior written consent of Department, and any such attempted assignment shall be grounds for termination for cause of this Agreement by Department if such violation remains uncured.
11. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this

Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

12. Compliance with Law. HeartFit agrees to abide by all federal, state, and local laws, ordinances and regulations in carrying out the terms of this Agreement, including without limitation in conducting the Services and in maintaining in a secure fashion the records of such Services at all times in accordance with federal HIPAA statutes and regulations.
13. Records and Retention. All records necessary to support approved payments or charges under Section 2 hereof shall be maintained by HeartFit on a current basis. To the extent required by section 35-214, Arizona Revised Statutes, HeartFit shall maintain the records for five (5) years after the completion of the Services hereunder. Upon reasonable notice, such records shall be available for review by Department.
14. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Arizona, and notice is provided of Sections 12-1518 and 12-133, Arizona Revised Statutes. In the event this sections shall not apply, then jurisdiction and venue shall be proper in the state courts located in the State of Arizona, County of Maricopa. The parties hereby waive any ability to challenge the aforementioned governing law.
15. Appropriation and Conflict of Interest. This agreement is subject to Section 38-511, Arizona Revised Statutes. This Agreement may be canceled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of Department is an employee, consultant, or agent of HeartFit.

*[Signature Page Follows; Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, this Agreement has been executed by a duly authorized representative of each of the parties hereto, and is effective as of the date first set forth above.

**Superstition Fire and Medical  
District**

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

Name:

Title:

**HEARTFIT:**

**HEART FIT FOR DUTY, LLC**, an  
Arizona limited liability company

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

Name: KEPRA JACK

Title: OWNER/COO

**Exhibit A**

**HeartFit for Duty Charges**

**Please refer to Exhibit A1 for pricing.**



## Exhibit A1 – Superstition Fire and Medical District 2022

Fire Department Physical	Recommended		Other	Option 1	Individual Prices
	Baseline	Annually			
Medical History (Questionnaire)	✓	✓		Included	N/A
Physical Examination	✓	✓		Included	\$150
Vision Test	✓	✓		Included	\$40
Audiogram	✓	✓		Included	\$45
Spirometry	✓	✓		Included	\$50
Chest X-ray	✓		Baseline and repeated every 5 years or as medically indicated	included	\$55
<b>Resting</b>					
Resting	✓	✓		Included	\$35
<b>Stress</b>					
Stress	✓		As clinically indicated by history or symptoms-NFPA 1582 may be changed by agency	Included	\$250
<b>Colon</b>					
Colon			Fecal occult blood testing to all members above age 40 or earlier if indicated. Screening colonoscopy services recommended to all members above age 50 or earlier if clinically indicated.	\$16-take home. In office is Included.	N/A
Prostate			Performed per guidelines on males over 40 or as indicated for symptoms or family hx.		
<b>Blood Work</b>					
CBC	✓	✓		Included	\$225
Electrolytes	✓	✓			
Renal Function	✓	✓			
Glucose	✓	✓			
HgA1c	✓	✓			
Liver Function	✓	✓			
Lipids	✓	✓			
HSCRP	✓	✓			
Thyroid Panel	✓	✓		Included	
Prostate specific antigen (PSA)			After age 40 for positive family hx, if African American, or if otherwise clinically indicated; after 50 for all other male members.	\$30	\$30
<b>Urine Testing</b>					
Glucose	✓	✓		Included	N/A
Ketones	✓	✓			
Leukocyte esterase	✓	✓			
Protein	✓	✓			
Blood	✓	✓			
Bilirubin	✓	✓			
RBC/WBC casts and crystals			If indicated by results of dipstick analysis		
<b>Infectious Disease</b>					
Tuberculosis (Tb Spot)	✓		Candidate and post exposure	\$70	\$70



## Exhibit A1 – Superstition Fire and Medical District 2022

Hep C virus screen	✓		Following exposure (Occ. Health)	\$45	\$45
Hep B virus vaccination	✓		As specified in CDC guidelines	\$125/ea	\$125/ea
Tetanus/diphtheria vaccine	✓		Booster every 10 years	\$60	\$60
HPV vaccine (cancer prevention )			As specified in CDC guidelines	\$312.50 each	\$312.50 each
Measles, mumps, rubella (MMR)	✓		One dose to members born after 1957 without prior immunization and/or evidence of immunity	\$105	\$105
Varicella	✓		As specified in CDC guidelines	\$190 each	\$190 each
<b>Infectious Disease Titers:</b>			Required for candidates without proof of immunity		
MMR	✓		Required for candidates without proof of immunity	\$105	\$105
Hep B	✓		Required for candidates without proof of immunity	\$125	\$125
Varicella	✓		Required for candidates without proof of immunity	\$60	\$60
Circumferential measurements	✓	✓		Included	N/A
Electronic	✓	✓		Included	\$25
<b>Fitness/Exercise Assessment</b>					
VO2 Fitness Evaluation Test	✓	✓	All component results of the mandatory fitness evaluation shall be used to establish an individual's baseline or measured against the individual's previous assessments and not against any standard or norm.	Included	\$125
Functional Movement Screening (FMS)	✓	✓		Included	\$50
Muscular endurance (Push-up and Curl-up evaluations)	✓	✓		Included w/FMS	Included w/FMS
Flexibility (sit and reach)	✓	✓		Included w/FMS	Included w/FMS
			<b>Total Cost (Base)</b>	<b>\$800</b>	
<b>Stress Echocardiograms (criteria based-high risk indiv)</b>			<b>Based on risk criteria</b>	<b>\$350</b>	<b>\$350</b>
<b>CT Calcium Scoring</b>			<b>Recommended every 3-5 years</b>	<b>\$125</b>	<b>\$125</b>
<b>Low Dose Lung CT</b>			<b>Recommended every 3-5 years</b>	<b>\$150</b>	<b>\$150</b>
<b>Cancer Screening MRI</b>			<b>Recommended every 3-5 years</b>	<b>\$250</b>	

\*Medical evaluation of Candidates (baseline physical exam) has additional detail not included in this table.

Candidate evaluation will include: all PSPRS paperwork, TB Spot and all titers, and Functional Movement exam and will vary based on immunization needs.



**Exhibit A1 – Superstition Fire and Medical District 2022**

## Appendix E

### E. Replacement Engine for C66 (2008 Pierce Quantum Ladder Truck)

#### Submitted By

Fire Chief John Whitney  
Fleet and Facilities Manager Vaughn Croshaw

#### Background / Discussion

We have diagnosed that the Detroit Series 60 engine C66 needs to be replaced due to excessive wear.

C66 is 14 years old and is in reserve status, and normally we would be replacing it at the 15-year mark. However, due to funding circumstances we are behind on replacing C-76 (2013 Ladder Truck) so we need to extend the life of C66 to be able to have a reserve ladder truck for the District.

We suggest going with a remanufactured engine from Detroit with a 2-year extended warranty on parts and labor.

The remanufactured engine and install quote is \$61,025.79, which includes a \$ 16,500.00 core charge. If the old engine core is accepted as a core, we will get the \$16,500.00 core charge back leaving us with a balance of \$44,525.79 for the engine and install.

We recommend adding in another \$5,000.00 for miscellaneous parts such as hose's belts, etc., if needed.

#### Financial Impact/Budget Line Item

Capital Fund: 200-70-72240-20

Estimated cost: \$66,025.79, minus \$16,500 initial core charge, netting to total charge of 49,525.79.

#### Enclosure(s)

W.W. Williams Phoenix – Quote  
RWC Group Phoenix – Quote  
Freightliner of Arizona – will provide Quote at Board Meeting if we have it



NOT POSTED TO FLEET  
 UPDATED: 07/06/22 01:12 pm  
 MST



RWC Group - Phoenix AZ - 75th Ave  
 600 N 75th Ave Phoenix, Arizona 85043  
 Phone: (602) 307-1070



Case Number: 10536705 - Repair Order Number: n/a  
 Purchase Order Number: n/a  
 Service Writer: Barger, Brian - Case Date: 04/04/22 02:49 pm MST

<b>Superstition Fire And Medical</b>	Unit #: <b>C-66</b>		
<b>Address:</b> 565 N IDAHO RD APACHE JUNCTION, AZ 85119	<b>Asset:</b> 2008 PIERCE MANUFACTURING Quantum	<b>Miles</b>	 8A008083
<b>Phone:</b> (480) 982-5929	<b>Serial #:</b> 8A008083		
<b>Fax:</b>	<b>VIN:</b> 4P1CU01H98A008083		
<b>Cust #:</b> 22529	<b>Engine:</b> Unknown		
	<b>Engine Hours:</b> 0		

Operation	Operation	Labor	Parts	Core Charge	Total
1	REPLACE ENGINE <b>Parts:</b> (1.0) DETROIT SERIES 60 ENGINE, (1.0) MISC PARTS	\$9,900.00	\$43,998.53	\$0.00	\$53,898.53

**Parts:** \$43,998.53  
**Labor:** \$9,900.00  
**Core:** \$0.00  
**Haz. Waste:** \$0.00  
**Shop:** \$1,188.00  
**Freight:** \$0.00  
**Tax:** \$3,886.04  
**TOTAL:** \$58,972.57

PAYMENT IN FULL REQUIRED PRIOR TO RELEASING VEHICLE Seller accepts the following payment forms: Current seller charge account. Customer is bound by terms of the charge account as outlined in seller's Application for Credit. Requires valid U.S. Government issued driver's license. Cash in United States paper currency. Company or personal check up-to max. amount of \$500.00 with the following: Valid U.S. Government issued driver's license. If the check is a personal check the driver's license name must match the name pre-printed on check. Name, address and check number pre-printed on check (business or personal). Major credit cards accepted to a max. amount of \$15,000.00. Card, cardholder and U.S. Government issued ID in the name of cardholder must be present at time of payment. ACH or wire transfers. Verification of funds must be obtained prior to release of customer vehicle. Ask for bank instructions to send funds electronically. Validated Comcheck or T-Check. Cashier's check. Seller reserves the right to change term and conditions of payment. AUTHORIZATION FOR REPAIRS I/we do hereby authorize seller to perform diagnostic inspection of this vehicle. I/we understand the diagnostic inspection must be performed to determine if complaint may be covered by manufacturer's warranty. If the repair is not covered by warranty customer will be responsible for diagnostic expense and any repairs completed. Inspection may require operation of vehicle on public streets, highways or testing machines for the purpose of complete diagnosis. Seller is not responsible for loss or damage to vehicle or articles left in it beyond our control. Seller is not responsible for delays beyond our control including parts shipments by suppliers. I/we also understand that once agreed to, all estimates are payable upon completion. Estimates are valid for 30 days. Any vehicle not removed from seller's premises after repair, or after estimate, for more than 7 days are subject to storage fees and may be sold with proceeds from sale applied to amounts owed seller including, but not limited to, repairs and storage of customer's vehicles. An express mechanic's lien is hereby acknowledged on the above vehicle to secure amount of repairs thereto. If seller brings legal action against customer to recover amounts owed, Seller reserves the right to recover legal fees. Seller is not responsible for damages from freezing due to lack of antifreeze. Additionally, I/we agree to indemnify, defend, and hold harmless the seller, its officers, agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands, including property damage, injury and death except to the extent caused in whole or in part due to the seller's gross negligence arising from its performance of this contract. In case of loss, burden of proof shall be on the customer to establish that gross negligence of the seller caused the loss.

BY: \_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_

NOT POSTED TO FLEET  
 UPDATED: 07/06/22 05:52 am  
 MST



**W. W. Williams - Phoenix**  
 2602 South 19th Ave Phoenix, Arizona 85009-9127  
 Phone: (602) 257-0561 - Fax: (602) 257-0910



Case Number: 10404587 - Repair Order Number: n/a  
 Purchase Order Number: n/a  
 Service Writer: Welch, Nici - Case Date: 03/14/22 08:17 am MST

<b>Superstition Fire &amp; Medical</b>	Unit #: <b>C-66</b>
<b>Address:</b> 565 N IDAHO ROAD APACHE JUNCTION, AZ 85119	<b>Asset:</b> 2008 PIERCE LADDER <b>Miles</b>
<b>Phone:</b> (480) 982-4440	<b>Serial #:</b> 8A008083
<b>Fax:</b> (480) 982-0183	<b>VIN:</b> 4P1CU01H98A008083
<b>Cust #:</b> 402930	<b>Engine:</b> 6067HG4E
	<b>Engine Hours:</b> 0



8A008083

**Complaint:**  
 - PER CUSTOMER REQUEST QUOTE OUT REMAN SERIES 60 ENGINE

Operation	Operation	Labor	Parts	Total
1	(TAK 4 SUSPENSION) PER CUSTOMER REQUEST QUOTE OUT REMAN SERIES 60 ENGINE <b>Parts:</b> (1.0) ENG S60 2007 ENGINE Core: \$16,500.00, (1.0) MISC PARTS, (12.0) DDC GENUINE SAE 15W40 -1, (15.0) Power Cool Plus ELC OAT	\$7,820.00	\$48,792.44	\$56,612.44

**Parts:** \$48,792.44  
**Labor:** \$7,820.00  
**Haz. Waste:** \$0.00  
**Shop:** \$200.00  
**Freight:** \$0.00  
**Tax:** \$4,213.35  
**Travel Charges:** \$0.00  
**TOTAL:** \$61,025.79

Item	Declined or Deferred Operations	Labor	Parts	Status
1	(TAK 4 SUSPENSION) PER CUSTOMER QUOTE OUT IN-FRAME OVERHAUL <b>Parts:</b> (1.0) ANAEROBIE GASKET MAKER, (1.0) ARM AND SHFT ASM Core: \$288.00, (1.0) ARM AND SHFT ASM Core: \$288.00, (1.0) BRG AND GSKTKT, (1.0) COOLER ASM Core: \$150.00, (1.0) CYL/HD ASM (HW) Core: \$1,761.00, (1.0) EGR VALVE Core: \$225.00, (1.0) GASKET, (1.0) INJ SIX-PACK Core: \$1,800.00, (1.0) M--ELBOW ASSY, (1.0) MISC PARTS, (1.0) OIL PAN GASKET, (1.0) OVERHAUL KIT, (1.0) RKR ARM KIT Core: \$1,728.00, (1.0) RTV SILICONE GASKET MAKER, (1.0) TURBO Core: \$750.00, (1.0) UPPER VALVE COVER GASKET, (1.0) VALVE ASSY, (1.0) W/PUMP KIT Core: \$195.00, (12.0) DDC GENUINE SAE 15W40 -1, (12.0) GUNK BRAKE PARTS CLEANER, (15.0) Power Cool Plus ELC OAT, (4.0) TURBO NUTS, (4.0) TURBO STUD	\$8,280.00	\$24,535.64	not sold

I authorize W.W.Williams to do the above repair and/or service work, including the installation of all parts and materials to complete such work and incurring travel expense, and grant W.W.Williams and/or its agents permission to operate the above equipment or engine on streets, highways or elsewhere for testing and/or inspection. I acknowledge that W.W.Williams shall have an express mechanic's or repairman's lien on the equipment or engine to secure the amount due for the above work. I understand that failure of the manufacturer to reimburse W.W.Williams shall not alleviate me from the responsibility of the cost of such repairs. W.W.Williams shall not be responsible for loss or damage to the vehicle/equipment or to articles left with the above vehicle/ equipment in case of any fire or theft, or any cause beyond your control. In the event that the account for the above work is referred for collection, I agree to pay the account plus interest at the maximum allowable rate, reasonable attorney's fees and court costs. I authorize W.W.Williams to dispose of any parts and materials which are replaced in connection with the above work unless otherwise expressly indicated. Vehicles and Equipment left at W.W.Williams location

more than 30 days after notice of completion will be towed, and I will be responsible for the cost of towing and storage.

AUTHORIZED BY: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_ DATE: \_\_ / \_\_ / \_\_\_\_

LIMITED WARRANTY, WARRANTY DISCLAIMERS AND LIMITATIONS OF REMEDIES AND LIABILITIES: For any work performed by W.W.Williams (including any work subsequently authorized by Buyer, whether orally, in writing, or pre-authorized), W.W.Williams passes through the manufacturer's warranty on any goods sold. W.W.Williams warrants to Buyer that its services shall be free from defect under normal use and service for a period of 90 days after the completion of those services. At W.W.Williams's option, its sole responsibility under the workmanship warranty is limited to the repair or replacement of the faulty services. W.W.WILLIAMS EXTENDS NO WARRANTY OTHER THAN THOSE ON THE FACE HEREOF. IN ADDITION THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL W.W.WILLIAMS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, including without limitation any downtime, loss of revenue, income, time, sales, or use.