

VERSION 1.0

July 19, 2023



BOARD OF DIRECTORS MEETING

July 19, 2023

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

KATHLEEN CHAMBERLAIN, BOARD CHAIRMAN

CONNIE VAN DRIEL, BOARD CLERK

JEFF CROSS, 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

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BOARD OF DIRECTORS MEETING AGENDA FOR July 19, 2023

Call in Phone Number: 480-646-1864

Access Pin: 1234

The Board will hold a meeting on Wednesday, July 19, 2023. 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 2023 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 21, 2023
- B. Adoption of Resolution 2023-07-19-03 authorizing the establishment of a Line of Credit ("LOC") with Wells Fargo for Fiscal Year 2023 / 2024
- C. Gold Canyon Arts Festival Medical Staffing Contract
- D. G2 – U.S. Digital Designs (USDD) Services Agreement
- E. Agreement for the Purchase (Sale of Surplus Property by the City of Scottsdale) - SCBA Compressor and Fill Station

- 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 2023/2024.**

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

Regional Training Center
3700 East 16th Avenue
Apache Junction, AZ 85119

Fleet Services
1455 East 18th Avenue
Apache Junction, AZ 85119

- 6. Discussion and possible approval of FY2023/2024 budget and adoption of Resolution # 2023-07-19-01: Budget Adoption.**
- 7. 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 # 2023-07-19-02.**
- 8. Discussion and possible approval of changes to Policy 1200: Procurement Policy to ensure compliance with actual accounting practices. These changes stem from the transition to the James Vincent Group as new processes are put in place.**
- 9. 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**
- 10. New Business / Future Agenda Items.**
- 11. Announcements and Document Signing.**
- 12. 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 13, 2023

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 19, 2023

Agenda Item: 1

Agenda Item Title

Review and approval of the June 2023 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), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds. The Cash Flow report is updated monthly with the actual revenues deposited into and actual expenditures disbursed from the District's cash accounts. It is important to note the revenues and expenditures are reported on a Cash Basis. This report is generated to demonstrate that the fire District maintains sufficient cash available to satisfy the projected expenditures budgeted over the course of the fiscal year.

2. Fund Account Bank Reconciliations.

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

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

*Monthly Financials provided under separate cover

Recommended Motion

"Motion to approve the June 2023 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 2023**:

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

Kathleen Chamberlain, Board Chair

Date



June 2023

Governing Board Meeting – July 19, 2023

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 Brian Read

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

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

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

27 Years of Service: Captain **Brian Logsdon**

23 Years of Service:

Captain/Paramedic **Jeff Ehrlich**

Captain **Joe Garcia**

22 Years of Service:

Captain/Paramedic **Mark Castaneda**

Firefighter **Dan McKinney**

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

2 Years of Service:

Firefighter **David Spidle**

Firefighter **Zachary Rodenburg**

Retirement

Firefighter **Ryan Elowe**

2001 – 2023



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Governing Board Meeting – July 19, 2023

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 19, 2023

Agenda Item: 4

Agenda Item Title

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

- A. Board Meeting Minutes from June 21, 2023 – **Appendix A**
- B. Adoption of Resolution 2023-07-19-03 authorizing the establishment of a Line of Credit (LOC) with Wells Fargo for Fiscal Year 2023/2024 - **Appendix B**
- C. Gold Canyon Arts Festival Medical Staffing Contract - **Appendix C**
- D. G2 – U.S. Digital Designs (USDD) Services Agreement - **Appendix D**
- E. Agreement for the Purchase (Sale of Surplus Property by the City of Scottsdale) - SCBA Compressor and Fill Station - **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 19, 2023.”



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Governing Board Meeting – July 19, 2023

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 2023/2024.

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 2023/2024 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 19, 2023

Agenda Item: #6

Agenda Item Title

Discussion and possible approval of FY2023 / 2024 Budget and adoption of Resolution 2023-07-19-01: 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 18, 2023 meeting, the Board agreed to consider adoption of the FY2023 / 2024 budget at the regularly scheduled Board meeting on July 19, 2023. At the June 21, 2023 meeting, the Board approved the FY2023 / 2024 Tentative Budget and directed Staff to post the Tentative Budget for public comment. The 20-day public comment period is now complete.

The FY2023 / 2024 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 FY2023 / 2024 Budget represents a tax rate of \$3.47 per hundred dollars of secondary valuation for District operations, and a \$0.12 Special Bond assessment.

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

Enclosure(s) (all requiring signatures)

Resolution 2023-07-19-01: Budget Adoption

Pinal & Maricopa County Special Taxing District Annual Budget Summary – Fiscal Year 2023 / 2024

Official Budget Form – Fiscal Year 2023 / 2024 (3 pages)

Recommended Motion

“Motion to adopt Resolution 2023-07-19-01: Budget Adoption, fully adopting the estimates of proposed revenues and expenditures by the Superstition Fire & Medical District for the fiscal year beginning July 1, 2023 and ending June 30, 2024 in the amount of \$35,650,332.46 and declaring that such shall establish the budget of the Superstition Fire & Medical District for Fiscal Year 2023 / 2024.”



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RESOLUTION 2023-07-19-01
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, 2023 AND ENDING JUNE 30, 2024, 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 twenty first day of June 2023, 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 nineteenth day of July 2023, 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, 2023 and ending June 30, 2024**, in the amount of **\$35,650,332.46** and declare that such shall constitute the budget of the Superstition Fire & Medical District for such fiscal year.

PASSED AND ADOPTED THIS NINETEENTH DAY OF JULY 2023, BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Kathleen Chamberlain, Board Chairman

Connie Van Driel, Board Clerk

Jason Moeller, Board Director

Jeff Cross, Board Director

Shawn Kurian, Board Director



Pinal County Special Taxing District

Annual Budget Summary

Fiscal Year 2023 - 2024

Superstition Fire & Medical District

	General 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, 2023	\$ 3,482,049	\$ 127,291	\$ 17,297	\$ 144,588	
Less: Outstanding Warrants	\$ (143,353)	\$ -	\$ -	\$ -	
Ending Account Balances for Fiscal Year 2022 - 2023	\$ 3,338,696	\$ 127,291	\$ 17,297	\$ 144,588	\$ 3,483,283
Approved Budget - Fiscal Year 2023 - 2024	\$ 19,068,172	\$ 622,000	\$ 73,552	\$ 695,552	\$ 19,763,724
Tax Levy Required	\$ 18,093,918	\$ 559,559	\$ 66,168	\$ 625,727	\$ 18,719,645
Pinal County Secondary NAV for Tax Year 2023	\$ 489,123,756	\$ 489,123,756	\$ 489,123,756	\$ 489,123,756	\$ 489,123,756
Tax Levy / Secondary NAV * 100	\$ 3.4700				\$ 3.4700
Debt Service (Bond) Tax Levy / Secondary NAV * 100		\$ 0.10730	\$ 0.01269	\$ 0.1200	\$ 0.1200
					\$ 3.5900
Salt River Project Budget	\$ 423,340	\$ 13,092	\$ 1,548	14,640	\$ 437,980
Estimated NAV \$12,200,000					
Maricopa County Secondary NAV for Tax Year 2023	\$ 530,994				
Tax Levy / Secondary NAV * 100	\$ 3.4700				\$ 3.4700
Tax Levy Required	\$ 18,426				\$ 18,426
Financial Reserve (Estimated 6.30.24 Balance)	\$ 3,338,479	\$ 79,692	\$ 12,161	\$ 91,853	

Superstition Fire & Medical District is selecting tax rate = \$3.47

Special Assessment related to JPMorgan Chase Refinancing Bond of \$0.12 for Fiscal Year 2023 - 2024.

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

(Signature) Date
Approved By: Kathleen Chamberlian, 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

2024



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 2023 secondary property tax rate for fiscal year 2024 operations:**Adjustment to secondary property tax levy for territory annexed during the tax year 2022 (A.R.S. §48-807[I])**

A.1 Net assessed value of annexed property in tax year 2022
A.2 Actual tax year 2022 secondary property tax rate \$ 3.3600 per \$100 AV
A.3 Annexed property tax limit adjustment in tax year 2023 \$ - Check box if newly merged or consolidated: ☐

Tax year 2023 secondary property tax information (A.R.S. §48-807[K])

A.4 Tax year 2023 Assessed Value (AV) in the Fire District \$ 521,969,580
A.5 Actual tax year 2022 secondary property tax levy \$ 16,647,473
A.6 Maximum allowed tax year 2022 secondary property tax levy \$ 35,189,171

Calculation of the allowable tax year 2023 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]) \$ 38,004,305
A.8 Maximum allowable tax year 2023 levy limit (A.7 + A.3) \$ 38,004,305
A.9 Allowable tax year 2023 secondary tax rate \$ 7.2809 per \$100 AV
A.10 Maximum allowable 2023 secondary tax rate (lessor of A.9 or \$3.50) \$ 3.5000 per \$100 AV
A.11 Maximum allowable tax year 2023 secondary tax levy \$ 18,268,935
A.12 Tax year 2022 excess levy or collections: (A.R.S. §48-807[J])
A.13 Tax year 2023 maximum allowable levy limit (A.11 - A.12) \$ 18,268,935

Calculation of the proposed tax year 2023 secondary property tax rate for fiscal year 2024 operations

A.14 Total budgeted expenses in fiscal year 2024 (Budget tab, line 51) \$ 30,847,358
A.15 Less—Unrestricted unencumbered carryforward (Budget tab, line 1) \$ 3,338,479
A.16 Less—Revenues from sources other than direct property tax \$ 8,795,808
A.17 Less—Interest and principal expense for Bonds (Budget tab, lines 38 & 39) \$ 695,552
A.18 Tax year 2023 tax levy needed for operations (A.14 - (A.15 + A.16 + A.17)) \$ 18,017,519
A.19 Tax year 2023 tax rate needed for operations: \$ 3.4518 per \$100 AV
A.20 Tax year 2023 maximum allowable levy rate (A.13/(A.4/100)): \$ 3.5000 per \$100 AV
A.22 Proposed tax year 2023 secondary property tax rate for fiscal year 2024 operations \$ 3.4700 per \$100 AV

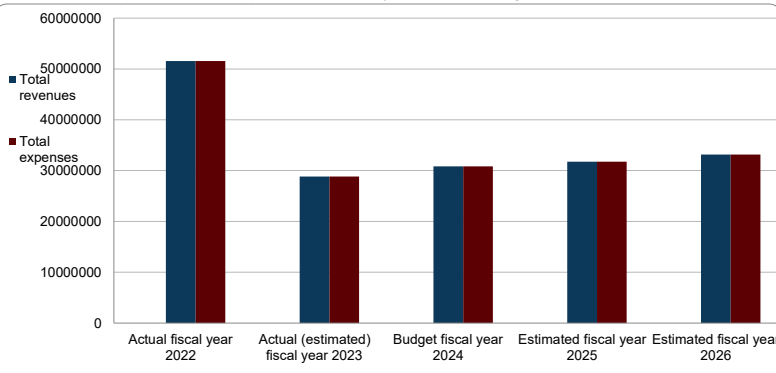
Calculation of the proposed 2023 secondary property tax rate for the repayment of bonds (A.R.S. §48-806)

A.23 Tax year 2023 secondary property tax levy needed for the repayment of bonds \$ 640,367
A.24 Tax year 2023 secondary property tax rate needed for the repayment of bonds \$ 0.1200 per \$100 AV

Summary for fiscal years 2022 through 2026:**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 2022	\$ 51,565,309	\$ 51,565,309
Actual (estimated) fiscal year 2023	\$ 28,824,510	\$ 28,824,510
Budget fiscal year 2024	\$ 30,847,358	\$ 30,847,358
Estimated fiscal year 2025	\$ 31,739,449	\$ 31,739,449
Estimated fiscal year 2026	\$ 33,145,037	\$ 33,145,037

Budget

	Actual fiscal year 2022	Actual (estimated) fiscal year 2023	Budget fiscal year 2024	Estimated fiscal year 2025	Estimated fiscal year 2026
Financial resources available at July 1					
1. Beginning fund balance/(deficit)—unrestricted unencumbered	\$ 2,010,762	\$ 2,610,982	\$ 3,338,479	\$ 3,338,479	\$ 3,388,443
2. Beginning fund balance—restricted	\$ 1,343,158	\$ 5,699,590	\$ 6,888,828	\$ 6,639,990	\$ 6,787,636
Revenues					
3. Secondary property tax revenue	\$ 16,647,473	\$ 17,038,973	\$ 18,713,071	\$ 19,840,485	\$ 21,035,746
4. Fire district assistance tax	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
5. Wildland	\$ 522,836	\$ 364,430	\$ 450,000	\$ 450,000	\$ 450,000
6. Operating revenues	\$ 151,042	\$ 174,521	\$ 140,250	\$ 140,250	\$ 140,250
7. Grants	\$ 158,762	\$ 1,440,142	\$ -	\$ -	\$ -
8. Bonds	\$ 29,360,000	\$ -	\$ -	\$ -	\$ -
9. Interest	\$ 32,692	\$ 174,843	\$ 114,250	\$ 116,550	\$ 118,050
10. Donations	\$ 91,999	\$ 28,595	\$ 15,500	\$ 15,500	\$ 15,500
11. Miscellaneous	\$ 8,764	\$ 860	\$ 5,000	\$ 5,000	\$ 5,000
12. Other (specify) <u>SRP Contributions</u>	\$ 456,276	\$ 422,475	\$ 437,980	\$ 448,195	\$ 459,412
Other (specify) <u>Smart & Safe Funds</u>	\$ 235,923	\$ 271,771	\$ 200,000	\$ 200,000	\$ 200,000
Other (specify) <u>Insurance Premium Tax</u>	\$ 131,410	\$ 148,575	\$ 144,000	\$ 145,000	\$ 145,000
Other (specify) <u>Vehicle Sales</u>	\$ 14,210	\$ 48,752	\$ -	\$ -	\$ -
Other (specify) _____				\$ -	\$ -
13. Total financial resources available	\$ 51,565,309	\$ 28,824,510	\$ 30,847,358	\$ 31,739,449	\$ 33,145,037
Expenses					
14. Personnel:					
15. Estimated number of full-time employees (FTE) in 2024:			137		
16. Salaries & wages	\$ 10,146,841	\$ 10,191,266	\$ 11,270,276	\$ 11,714,431	\$ 12,216,659
17. Health insurance	\$ 1,527,924	\$ 1,721,427	\$ 1,709,367	\$ 1,814,079	\$ 1,877,226
18. Pension & other retirement benefits	\$ 28,179,930	\$ 2,305,905	\$ 2,781,694	\$ 3,125,629	\$ 3,434,836
19. Other (specify) <u>Payroll Taxes</u>	\$ 203,985	\$ 214,967	\$ 227,192	\$ 233,125	\$ 239,233
Other (specify) <u>Workers Comp</u>	\$ 143,648	\$ 206,682	\$ 318,472	\$ 324,841	\$ 331,338
Other (specify) <u>Life Ins, Cancer Ins, EAP, PTSD</u>	\$ 24,061	\$ 25,931	\$ 28,380	\$ 29,130	\$ 29,380
20. Total personnel expenses	\$ 40,226,389	\$ 14,666,178	\$ 16,335,381	\$ 17,241,235	\$ 18,128,672
Operating:					
21. Fuel	\$ 130,523	\$ 142,948	\$ 171,500	\$ 178,500	\$ 188,000
22. Tools & minor equipment	\$ 5,240	\$ 5,198	\$ 6,600	\$ 6,750	\$ 7,000
23. Contracted services	\$ -	\$ -	\$ -	\$ -	\$ -
24. Supplies	\$ 11,279	\$ 11,600	\$ 17,983	\$ 19,550	\$ 21,600
25. Vehicle repair	\$ 148,323	\$ 196,586	\$ 219,125	\$ 227,500	\$ 245,000
26. Training & prevention	\$ 21,184	\$ 8,063	\$ 23,711	\$ 25,400	\$ 35,150
27. Maintenance & repair—operating	\$ 34,599	\$ 45,494	\$ 65,010	\$ 69,500	\$ 76,500
28. Communications	\$ 269,802	\$ 251,402	\$ 427,003	\$ 453,619	\$ 474,712
29. Contingencies & emergencies	\$ 5,993,870	\$ 7,097,764	\$ 6,582,926	\$ 6,489,822	\$ 6,535,605
30. Other (specify) <u>Facilities Repair & maintenance</u>	\$ 91,174	\$ 97,947	\$ 147,387	\$ 162,000	\$ 188,000
Other (specify) _____					
Other (specify) _____					
31. Total operating expenses	\$ 6,705,994	\$ 7,857,000	\$ 7,661,245	\$ 7,632,641	\$ 7,771,567
Capital:					
32. Land, building, & construction	\$ 16,065	\$ 30,286	\$ 79,500	\$ 22,500	\$ 22,500
33. Vehicles	\$ 34,243	\$ 144,088	\$ 307,226	\$ 175,000	\$ 175,000
34. Lease payments	\$ 128,354	\$ 270,516	\$ 270,516	\$ 270,516	\$ 270,516
35. Machinery & equipment	\$ 111,700	\$ 514,012	\$ 366,763	\$ 260,241	\$ 265,483
36. Maintenance & repair—capital	\$ -	\$ -	\$ -	\$ -	\$ -
37. Reserve for future years—carryforward	\$ 2,184,568	\$ 3,342,990	\$ 3,395,543	\$ 3,686,257	\$ 4,013,498
38. Debt service—principal	\$ 586,000	\$ 604,000	\$ 622,000	\$ 639,000	\$ 659,000
39. Debt service—interest	\$ 107,229	\$ 90,645	\$ 73,552	\$ 55,949	\$ 37,865
40. Other (specify) _____					
Other (specify) _____					
Other (specify) _____					
41. Total capital expenses	\$ 3,168,159	\$ 4,996,536	\$ 5,115,100	\$ 5,109,463	\$ 5,443,862
Administrative:					
43. Administrative equipment	\$ 38,087	\$ 24,960	\$ 30,200	\$ 36,000	\$ 36,240
44. Insurance	\$ 155,023	\$ 172,450	\$ 182,801	\$ 191,941	\$ 201,538
45. Utilities	\$ 129,715	\$ 120,113	\$ 149,975	\$ 157,475	\$ 165,349
46. Professional services	\$ 118,206	\$ 81,523	\$ 152,763	\$ 162,250	\$ 168,750
47. Subscriptions, dues, fees	\$ 3,850	\$ 4,125	\$ 5,395	\$ 33,500	\$ 6,000
48. General administrative expenses	\$ 634,381	\$ 491,125	\$ 547,950	\$ 554,950	\$ 582,300
49. Other (specify) <u>Facilities Rent</u>	\$ 31,995	\$ 25,081	\$ 38,375	\$ 40,294	\$ 42,309
Other (specify) <u>Suppression & EMS Operating</u>	\$ 353,510	\$ 385,419	\$ 628,173	\$ 579,700	\$ 598,450
Other (specify) _____				\$ -	\$ -
50. Total administrative expenses	\$ 1,464,767	\$ 1,304,796	\$ 1,735,632	\$ 1,756,110	\$ 1,800,936
51. Total expenses	\$ 51,565,309	\$ 28,824,510	\$ 30,847,358	\$ 31,739,449	\$ 33,145,037

Superstition Fire & Medical District
Pinal & Maricopa Tax Levy and Bond Information

General Rate Property Tax Revenue (Pinal)	\$ 18,093,918 (a)
General Rate Property Tax Revenue (Maricopa)	\$ 18,426
General Rate Property Tax Revenue (SRP)	\$ 423,340
Bond Rate Property Tax Revenue (Pinal)	\$ 625,727
Bond Rate Property Tax Revenue (Maricopa)	N/A**
Bond Rate Property Tax Revenue (SRP)	\$ 14,645
Assessed Valuation (Pinal)	\$ 521,438,586
Assessed Valuation (Maricopa)	\$ 530,994
Assessed Valuation (SRP)	\$ 12,200,000
Tax Rate	\$ 3.470
General Obligation Bond Tax Rate	\$ 0.120

** Historically, Maricopa residents in the Fire District have not paid against or for the GO Bond assessment. I was told this is due to the residents of the District residing in Maricopa County were not asked or allowed to vote on the approval of the GO Bond back in 2005.

(a) Amount does not include an estimated \$25,000 Tax Abatement or Refund Interest contra revenue in FY2023 - 2024

Governing Board Meeting – July 19, 2023

Agenda Item: #7

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 2023-07-19-02.

Submitted By

Fire Chief John Whitney

Union Chapter President 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 2023-07-19-02

Recommended Motion

"Motion to approve the 2023 Memorandum of Understanding (MOU) between the Superstition Fire & Medical District and the United Mesa Firefighters, Local 2260, Superstition Chapter, and adopt Resolution 2023-07-19-02"



Go to Item 8

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MEMORANDUM OF UNDERSTANDING

July 19, 2023 – July 17, 2024

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, 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. Payroll deductions, exclusive to union dues, may increase or decrease in accordance with the rate of pay of a City of Mesa Firefighter, Approved through an IAFF, United Mesa Firefighters Association, Local 2260 Major Issue Vote. 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 & Safety
 - b. Deployment & Staffing
 - c. Apparatus
 - d. Uniform
 - e. Facilities
 - f. Policy

- g. Wildland
- h. Training
- i. Grants
- j. 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 one (1) company (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, 2023 all Unit Members shall receive a 4% Cost of Living Adjustment.

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

1. Unit members working in an acting assignment are entitled to out-of-class compensation under the following circumstances and guidelines:
2. Out-of-Class Compensation will be calculated as 5% of the unit member’s base hourly pay rate in their current pay grade and step. Other incentives, such as Education, Paramedic, etc., are not included in the base hourly pay rate.
3. Types of Out-of-Class Assignments
 - a. Planned Extended Assignment to an Acting Position
 - i. Timeframe: A Unit member is assigned to an Acting Assignment for a planned vacancy that will extend beyond 30 days or 10 shift days.
 - ii. Out-of-Class Compensation: The 5% Out-of-Class Compensation will be added to the unit member’s hourly pay rate starting on the effective date of the Acting Assignment.
 - b. Unplanned Extended Assignment to an Acting Position
 - i. Timeframe: A Unit Member is assigned to an Acting Assignment on a day-to-day basis, and the vacancy extends beyond 30 days or 10 shift days.

- ii. Out-of-Class Compensation: The 5% Out-of-Class Compensation will be added to the unit member's hourly pay rate retroactively to the starting date of the Acting Assignment.
- c. Reasonably Regular Assignment to an Acting Position
 - i. Timeframe: A Unit Member is assigned to an Acting Assignment on a day-to-day basis and works at least 480 out-of-class hours in 180 days. A new 180-day period can begin following the last shift date in the first 180-day period.
 - ii. Out-of-Class Compensation: The 5% Out-of-Class Compensation will be added to the unit member's hourly pay rate retroactively for all out-of-class hours tracked in the 180-day period.

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 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. Overtime will be paid based on actual hours worked.

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.

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

Suppression seniority is determined by the model Time in Grade. One (1) point given for every year in the current rank. In the event of a demotion, previous time spent in the current rank will be factored. If two (2) or more Unit Members are promoted the same day, the promotional list ranking will function as a “tie breaker”.

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

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 & Dental

The District shall cover a percentage of healthcare premium costs based on the tier selected by the Unit Member. Two plans are offered by the IAFF Health and Wellness Trust; PPO and \$3,000 HSA. Unit Members participating in the \$3,000 Health Savings Account (HSA) Plan shall receive a \$3,000 HSA contribution from the District, per year.

1. PPO Plans:

- a. Premium is covered by the District at 80%, for all tiers.

2. \$3,000 HSA Plans:

- a. 'Employee Only' tier premium shall be covered at 100% by the District.
- b. 'Employee Plus Spouse' or 'Employee Plus Child(ren)' tiers premium shall be covered at 90% by the District.
- c. 'Family' tier premium shall be covered at 80% by the District.

3. Dental:

- a. The District shall cover 100% of 'Employee Only' DHMO plan. A \$16.69 credit shall be provided to all other dental plans/tiers, equal to \$400.56 per year.

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. Medical Examinations: The District will provide annual medical examinations in accordance with NFPA 1582 for suppression personnel.
2. 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 re-called in that job classification.

Section 7.5: Term and Effect of MOU

1. This MOU shall remain in full force and effect from July 19, 2023 until July 17, 2024, 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 19th day of July 2023;

Superstition Fire & Medical District:

Kathleen Chamberlain, Board Chair

Connie Van Driel, Board Clerk

Jeff Cross, Board Director

Shawn Kurian, Board Director

Jason Moeller, Board Director

Fire Chief:

John Whitney IV, Fire Chief

IAFF, United Mesa Firefighters, Local 2260:

John Walka, Chapter President

2022-2023 SFMD MOU Development Team

Fire Chief John Whitney IV

Assistant Chief Richard Mooney

Assistant Chief Brian Read

Administrative Services Director Anna Butel

Transportation Services Director Billy Warren

Chapter President: John Walka

Operations: Ryan Ledbetter

Organizational Development: Dan Elliott

Training: Lance Frawley

Benefits: Zach Leon

Charities: Matt Leon

Resource: Colt Weddell

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

Governing Board Meeting – July 19, 2023

Agenda Item: #8

Agenda Item Title

Discussion and possible approval of changes to Policy 1200: Procurement Policy to ensure compliance with actual accounting practices. These changes stem from the transition to the James Vincent Group as new processes are put in place.

Submitted By

Fire Chief John Whitney

Administrative Services Director Anna Butel

Background/Discussion - Summary

Adjustments in Procurement Requirements and authorized approvals. The requirements and approvals has been streamlined to create efficiencies and appropriate approvals from budget managers, assistant chiefs, and directors.

Procurement Requirements and Authorized Approvals		
Spending Thresholds	Required Documentation	Required Approvals
\$0.00 - \$7,499.99	Purchase Order	1. Budget Manager
\$7,500.00 - \$14,999.00	Purchase Order	1. Budget Manager 2. Assistant Chief or Director
\$15,000.00 - \$24,999.99	Purchase Order, 3 Price Quotes, and Procurement Form	1. Budget Manager 2. Assistant Chief or Director 3. Fire Chief
\$25,000.00 and Over	Purchase Order, 3 Price Quotes, Procurement Form, and Board Approval	1. Budget Manager 2. Assistant Chief or Director 3. Fire Chief 4. Board Approval

Other changes include some wordsmithing, but overall the content has remained the same apart from the above table.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

DRAFT Policy 1200 – Procurement Policy

Recommended Motion

"Motion to approve the recommended changes to Policy 1200: Procurement Policy with an effective date of July 19, 2023."



Go To Item 9

Go to Agenda

Policy 1200 – Procurement Policy: Documentation for the Purchase of Goods and Services

Last Revision: 07/19/2023

1. GENERAL

It is the fiduciary responsibility of the Superstition Fire & Medical District (SFMD) Board of Directors (BOD) to ensure that public funds are expended to best benefit the public and community. To accomplish this, the Fire Chief develops a budget document each fiscal year for BOD adoption. The budget document establishes the public policy of SFMD through the allocation of public funds. The Fire Chief is responsible for ensuring that the expenditure of public funds throughout the fiscal year coincides with the BOD's public policy initiatives.

2. PURPOSE

To establish policy and procedure for procuring and approving all expenditures for supplies, equipment, materials, and services ("Goods and Services") necessary to effectively and efficiently provide services to the community. This policy applies to all personnel directly or indirectly involved with the procurement of Goods and Services for SFMD.

3. POLICY

It is the policy of SFMD to ensure that all expenditures are authorized in the SFMD fiscal year budget, properly encumbered, and accounted for and that a complete history of each expenditure transaction is established.

It is the policy of SFMD to ensure the terms and conditions of A.R.S. §38-511 be included in any agreement or contract negotiated on behalf of SFMD. The agreement or contract includes definitive language recognizing A.R.S. §38-511 and its legally binding effects on the agreement or contract in question and all parties associated with the agreement or contract.

4. POLICY FOR PROCUREMENT OF GOOD AND SERVICES

4.1 PURCHASE ORDER (PO) REQUIREMENTS/TYPES

1. Standard PO

A PO must be completed for each procurement request, all supporting documentation (invoice, packing slip(s), bids if applicable, and procurement form) must be attached to the PO, and the PO must be approved by the budget manager before being submitted for review and approval per this Policy. It is the budget manager's responsibility to ensure that all required approvals are documented on the PO and that all supporting documentation is turned into accounting in a timely manner.

In instances where SFMD needs an item in an emergency to protect the public or ensure seamless service delivery, an approved PO can (and must) be submitted after the purchase has occurred. In all cases, the budget manager must ensure that all applicable taxes and fees are included in the total amount of expenditure documented in the PO.

Each purchase shall be made from the vendor offering the lowest responsible price quote. Responsible is defined as the best combination of price, service, warranty, locale, compatibility, and/or cost of repair. On all purchases, the buyer should take into consideration warranty, local businesses, service, and workmanship. If the lowest bid isn't the best value for SFMD, the buyer must bring forward supporting documentation as to why a higher bid should be considered.

2. Annual PO

An Annual PO is used for the procurement of Goods and Services, which involves a recurring, frequent, or monthly purchase from a specific vendor during the fiscal year. Accounting will issue an Annual PO number to the awarded vendor, which will be utilized throughout the fiscal year. This method does not preclude competitive quotes and bid requirements. This method only applies to the procurement of Goods and Services as described on the Annual PO(s).

4.2 PROCUREMENT – REQUIREMENTS AND APPROVALS

Procurement Requirements and Authorized Approvals		
Spending Thresholds	Required Documentation	Required Approvals
\$0.00 - \$7,499.99	Purchase Order	1. Budget Manager
\$7,500.00 - \$14,999.00	Purchase Order	1. Budget Manager 2. Assistant Chief or Director
\$15,000.00 - \$24,999.99	Purchase Order, 3 Price Quotes, and Procurement Form	1. Budget Manager 2. Assistant Chief or Director 3. Fire Chief
\$25,000.00 and Over	Purchase Order, 3 Price Quotes, Procurement Form, and Board Approval	1. Budget Manager 2. Assistant Chief or Director 3. Fire Chief 4. Board Approval

NOTES: The Board has complete authority to require or waive the need for Competitive Written Bids for Professional Services, defined as the provision of services such as Accounting, auditing, legal, consulting, and other such services that individuals or firms provide with specialized skills and/or credentials.

Also, the Board has complete authority to mandate whether the Request for Proposal (RFP) competitive bid process is to be used and/or if sealed bids are to be required for any purchase.

4.3 WAIVER OF COMPETITION

Although the overriding intent of this policy is that competitive pricing is required whenever possible, there are times when competitive pricing may be waived pursuant to this section. Competitive pricing may be waived for the following conditions:

1. Government, State Contract & Inter-Governmental Agency Agreement. When using State Contracted vendors, the Contract # and Agency must be documented on the PO.
2. Single source procurement (attach supporting information).
3. Emergency purchase (The Fire Chief is to be notified of all emergency purchases and will provide an explanation to the BOD within 72 hours).
4. Efforts to obtain competitive pricing result in no competing offers.
5. Standardization/Compatibility requirements prevent the use of alternative vendors.

4.4 OTHER MEANS OF PROCURING GOODS AND SERVICES

1. Credit Card

The use of Credit Cards must follow all Procurement Policy guidelines as listed above. A PO must be prepared for all credit card purchases and all appropriate receipts must be provided to accounting.

The use of personal credit cards for the purchase of District goods and services is strictly prohibited when access to a District credit card is available unless there is an emergency need or if the expense relates to the purchase of items on wildland deployments or college tuition that the employee is reimbursed for per District policy. The Fire Chief must approve any personal credit card usage in emergency situations before reimbursement.

2. Expense Reimbursement

Employees seeking reimbursement for required and authorized expenditures must:

- Complete an SFMD Personal Expense Reimbursement Form.
- Attach all receipt(s) to the form.
- If mileage reimbursement is requested, documentation showing miles to and from must be attached. Mileage reimbursement will be based on the current federal rate for mileage.
- The Reimbursement Form must have Assistant Chief or Director's approval prior to submission to Accounting for payment.
- Expense reimbursement requests must be submitted within the fiscal year of expense.

4.5 PROCESSING OF TRANSPORT REFUNDS

When a transport refund is required, it will be processed as follows:

1. An annual PO will be established in accounting for all refunds to be processed. Since the annual PO will be used for refunds of an undetermined amount and number, the annual PO will have an undefined dollar limit.
2. The Transportation Services Director will approve all requests for transport refunds.

4.6 ELECTRONIC SIGNING OF MANUAL CHECKS

The accounting staff will email the weekly check reports to all five (5) Board members. Electronic signatures of the Board Chair and the Board Clerk will be printed on all District manual checks related to payables provided accounting staff receives email approval from two (2) Board members.

4.7 FEDERAL GRANT PROCUREMENT STANDARDS / GUIDELINES

Any procurement of goods and services using Federally awarded grant funds must comply with the Uniform Guidance at 2 Code of Federal Regulations (2CFR) Part 200, §200.311 – Real Property, §200.313 - Equipment, §200.318 - General Procurement Standards, and §200.214 - Suspension and Debarment.

In summary, these Standards require the recipient or sub-recipient agency:

- 4.7.1 Have and use documented procurement procedures consistent with and conforming with procurement standards identified in §§ 200.317 through 200.327.
- 4.7.2 Ensure contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 4.7.3 Maintain written standards of conduct covering conflict of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if s/he has a real or apparent conflict of interest.
- 4.7.4 Maintain procurement procedures that avoid the acquisition of unnecessary or duplicative items.
- 4.7.5 Is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever feasible and reduces project costs.
- 4.7.6 Must maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- 4.7.7 Part §200.214 restricts awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. A documented search of the Sam.gov exclusions list is a requirement prior to awarding contracts to contractors or companies.
- 4.7.8 Part §200.302 mandates that the financial management system of each non-Federal recipient or sub-recipient agency must be sufficient to provide reports required by general and program-specific terms and conditions, identify all federal awards received and expended by Federal program, and accurate, current, and complete disclosure of the financial results of each Federal award in accordance with reporting requirements set forth in §200.328 and §200.329. Part §200.302 (b) (7) mandates that written procedures for determining the allowability of costs in accordance with subpart E and the terms and conditions of the Federal award be maintained.

- 4.7.9 Part §200.305 states that if a non-Federal recipient or sub-recipient receives advanced payments instead of submitting reimbursement requests, payment(s) methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. Pertaining to advanced payments, the recipient or sub-recipient maintains both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity and financial management systems that meet the standards for fund control and accountability as established in this part.
- 4.7.10 Part §200.311 defines the requirements and conditions regarding the acquisition, title, and disposition of real property acquired using Federally awarded grant funds.
- 4.7.11 Part §200.313 defines the requirement and conditions regarding the acquisition, title, and disposition of equipment acquired using Federally awarded grant funds.

The Uniform Guidance at 2 CFR can be accessed at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>.

4.8 SINGLE AUDIT REQUIREMENTS

The Single Audit Act establishes requirements for audits of States, local governments, and nonprofit organizations that expend a certain amount in Federal awards during its fiscal year (currently set at \$750,000). Single audits are performed by independent auditors and encompass both financial and compliance components. The Compliance Supplement is based on the requirements of the 1996 Single Audit Act Amendments and 2 CFR part 200, subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits. The auditee must demonstrate compliance with the Uniform Guidance at 2 Code of Federal Regulations that govern the procurement of goods and services using Federally awarded grant funds.

5. Capital Assets

- 5.1 To distinguish between capital items and operating items for purposes of budgeting for capital improvements, financial planning, providing for the stewardship of assets, financial reporting, and for providing information for insurance purposes, capital assets are defined as buildings, land, major improvements other than buildings, machinery, and equipment, with a cost of \$5,000 or more; or groups of same items purchased in the same fiscal year that serve the same purpose, and, with an estimated useful life greater than one year, and all land regardless of value. Subscription-based information technology arrangements are addressed in Policy section 5.2.

- 5.1.1 For the purposes of depreciating capital assets, the district will use the Straight-Line Method as based on the asset valuation and estimated useful life. The following ranges are guidelines for setting estimated useful life for depreciating assets.

Land	Non-Depreciable
Buildings and improvements	10 to 25 years
Machinery and equipment	5 to 15 years
Vehicles	5 to 15 years
IT Assets	3 years

- 5.2 Subscription-based information technology arrangements (SBITA) are defined as contracts that convey control of the right to use another party's IT software, alone or in combination with tangible capital assets, as specified in the contract, for a period of time longer than 12 months, that have a value that is more than the threshold established from the date of implementation that will ensure that 90% of the total costs of all SBITAs are recorded as assets in accordance with GASB 96.
- 5.3 The guidance contained herein is intended to adhere to GASB pronouncement 96 SBITA. In case of any differences between Policy Section 5 and GASB 96, GASB 96 will prevail.

6. Leases

- 6.1 GASB 87, Leases requires state and local governmental organizations and agencies to capitalize leases previously classified as operating leases. For the implementation of GASB 87, the district is setting a \$100,000 materiality threshold for an individual operating lease to require capitalization.
- 6.2 To identify and properly record lease assets/liabilities or lease receivables/deferred inflows in accordance with GASB 87, leases are defined as a contract that conveys the right to use another entity's nonfinancial asset as specified in the contract/agreement for a period more than one year in an exchange or exchange-like transaction whose net present value is greater than \$100,000. This section does not pertain to leases that convey ownership which are now termed as financed purchases. Leases under this policy can be leased by or from the Entity.
- 6.3 In instances where the District is the lessee, qualifying leases should be recorded at the present value of payments expected to be made during the lease term, including the following: fixed payments, variable payments that depend on an index or a rate (such as the Consumer Price Index or a market rate) measured using the index or rate as of the commencement of the lease term, variable payments that are fixed in substance, amounts that are reasonably certain to be paid under residual value guarantees, the exercise price of a purchase option if reasonably certain that the option will be exercised,

payments for termination penalties if it is reasonably certain that option will be exercised, any lease incentives receivable from the lessor, any other payments that are reasonably certain of being required, the future lease payments should be discounted using the interest rate the lessor charges the lessee. If the rate is not readily determinable, the lessee's incremental borrowing rate should be used, that is, the interest rates the state would be charged to finance a similar asset. Variable payments based on the future performance of the lessee or usage of the underlying asset, such as charges based on hours equipment was used, should not be included in the measurement of the lease. The intangible right-to-use leased asset should be recorded at the sum of the lease liability, any ancillary charges and lease payments made to the lessor at or before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term.

- 6.4 The guidance contained herein is intended to adhere to GASB pronouncement 87 Leases. In case of any differences between Policy Section 6 and GASB 87, the guidance provided by GASB 87 will prevail.

Policy 1200 – Procurement Policy: Documentation for the Purchase of Goods and Services

Last Revision: 04/12/2023

1. GENERAL

It is the fiduciary responsibility of the Superstition Fire & Medical District (SFMD) Board of Directors (BOD) to ensure that public funds are expended in such a manner that best benefits the public and community. To accomplish this, the Fire Chief develops a budget document each fiscal year for BOD adoption. The budget document establishes the public policy of SFMD through the allocation of public funds. The Fire Chief is responsible for ensuring that the expenditure of public funds throughout the fiscal year coincides with the BOD's public policy initiatives.

2. PURPOSE

To establish policy and procedure for the procurement and approval of all expenditures for supplies, equipment, materials, and services ("Goods and Services"), necessary for the effective and efficient provision of services to the community. This policy is to apply to all personnel who are directly or indirectly involved with the procurement of Goods and Services for SFMD.

3. POLICY

It is the policy of SFMD to ensure that all expenditures are authorized in the SFMD fiscal year budget, properly encumbered, and accounted for, and that a complete history of each expenditure transaction is established. ~~Public employees must discharge their duties impartially to ensure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of SFMD.~~

It is the policy of SFMD to ensure the terms and conditions of A.R.S. §38-511 be included in any agreement or contract negotiated on behalf of SFMD. The agreement or contract is to include definitive language recognizing A.R.S. §38-511 and its legally binding effects on the agreement or contract in question, and all parties associated with the agreement or contract.

4. POLICY FOR PROCUREMENT OF GOOD AND SERVICES

4.1 PURCHASE ORDER (PO) REQUIREMENTS/TYPES

1. Standard PO

~~Regardless of the amount of the purchase, a~~ PO must be completed for each procurement request, all supporting documentation (invoice, packing slip(s), bids if applicable, and procurement form) must be attached to the PO, and the PO must be signed-approved by the originator-budget manager before being submitted for review and approval per this Policy. It is the responsibility of the PO originator-budget manager to ensure that all required signatures-approvals are documented on the PO, and that all required supporting documentation are-is turned into aAccounting in a timely manner.

~~It is SFMD's intent that a PO be prepared completely with all required approval signatures prior to the purchase of Goods and Services. However, in instances~~Instances, where an item is needed by SFMD in an emergency to protect the public or ensure seamless service delivery (see C3 below), an approved PO can (and must) be submitted after the purchase has occurred. In all cases, the buyer/purchaser-budget manager is to ensure all applicable taxes and fees are included in the total amount of expenditure documented in the PO.

Each purchase shall be made from the vendor offering the lowest responsible price quote. "Responsible" is defined as the best combination of price, service, warranty, locale, compatibility and/or cost of repair. On all purchases, the buyer should take into consideration warranty, local businesses, service, and workmanship. If the lowest bid isn't the best value for SFMD, the buyer is to bring forward supporting documentation as to why a higher bid should be considered.

2. Annual PO

An Annual PO is used for the procurement of Goods and Services which involves a recurring, frequent, or monthly purchase from a specific vendor during the fiscal year. An Annual PO number will be issued by Accounting to the awarded vendor and will be utilized throughout the fiscal year. This method does not preclude competitive quotes and bid requirements. This method only applies to the procurement of Goods and Services as described on the Annual PO(s).

~~3. Contract PO~~

~~A Contract PO is used for the procurement of Goods and Services through competitive bidding for a specific term per the contract. A Contract PO number will be issued by Accounting for the awarded contract vendor/agency and will be utilized throughout the contract term date.~~

4.2 PROCUREMENT – COMPETITIVE PRICING/WRITTEN BIDSREQUIREMENTS AND APPROVALS

<u>Procurement Requirements and Authorized Approvals</u>		
<u>Spending Thresholds</u>	<u>Required Documentation</u>	<u>Required Approvals</u>

<u>\$0.00 - \$7,499.99</u>	<u>Purchase Order</u>	<u>1. Budget Manager</u>
<u>\$7,500.00 - \$14,999.00</u>	<u>Purchase Order</u>	<u>1. Budget Manager</u> <u>2. Assistant Chief or Director</u>
<u>\$15,000.00 - \$24,999.99</u>	<u>Purchase Order, 3 Price Quotes, and Procurement Form</u>	<u>1. Budget Manager</u> <u>2. Assistant Chief or Director</u> <u>3. Fire Chief</u>
<u>\$25,000.00 and Over</u>	<u>Purchase Order, 3 Price Quotes, Procurement Form, and Board Approval</u>	<u>1. Budget Manager</u> <u>2. Assistant Chief or Director</u> <u>3. Fire Chief</u> <u>4. Board Approval</u>

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- ~~1. The purchase of Goods up to \$7,499.99 do not require a quote to support the corresponding PO.~~
- ~~2. The purchase of Goods \$7,500.00 and greater must be supported by three (3) written bids. The three written bids are to be attached to the Procurement Form. The Procurement Form and the three written bids are to be attached to the PO.~~
- ~~3. The purchase of Services up to \$9,999.99 does not require a quote in support of the corresponding PO.~~
- ~~4. The purchase of Services \$10,000.00 and greater must be supported by three (3) written bids. The three written bids are to be attached to the Procurement Form. The Procurement Form and the three written bids are to be attached to the PO.~~

NOTES: The Board has complete authority to require or waive the need for Competitive Written Bids for Professional Services, defined as “the provision of services such as [Accounting](#), auditing, legal, consulting, and other such services that are provided by individuals or firms with specialized skills and/or credentials”.

Also, the Board has complete authority to mandate whether or not the Request for Proposal (RFP) competitive bid process is to be used, and/or if sealed bids are to be required for any purchase.

4.3 WAIVER OF COMPETITION

Although the overriding intent of this policy is that competitive pricing is required whenever possible, there are times when competitive pricing may be waived pursuant to this section. Competitive pricing ([See Section 4.2 above](#)) may be waived for the following conditions:

1. Government, State Contract & Inter-Governmental Agency Agreement. When using State Contracted vendors, the Contract # and Agency must be documented on the PO.
2. Single source procurement (attach supporting information).
3. Emergency purchase (The Fire Chief is to be notified of all emergency purchases and will provide an explanation to the BOD within 72 hours).
4. Efforts to obtain competitive pricing result in no competing offers.

5. Standardization/Compatibility requirements prevent the use of alternative vendors.

~~4.4 SIGNATURE APPROVAL AUTHORIZED PERSONNEL~~

~~The following positions are authorized by the BOD to approve the purchase of Goods and Services. All purchases of Goods and Services must be properly approved prior to placing the order (with the exception of emergency purchases – see Section 4.3 above).~~

- ~~1. Up to \$4,999.99 – Can be approved by each of the following positions individually: Budget Managers.~~
- ~~2. \$5,000.00 to \$24,999.99 – Must be signed by the Budget Manager, the Finance Director, and the Fire Chief.~~
- ~~3. \$25,000.00 and greater – Must be signed by the Budget Manager, the Finance Director, the Fire Chief, AND must be submitted to the BOD for approval prior to purchase.~~

~~4.54.4~~ OTHER MEANS OF PROCURING GOODS AND SERVICES

1. Credit Card

The use of Credit Cards must follow all Procurement Policy guidelines as listed above. A PO must be prepared for all credit card purchases and all appropriate receipts must be provided to Accounting.

The use of personal credit cards for the purchase of District goods and services is strictly prohibited when access to a District credit card is available unless there is an documented emergency need, or if the expense relates to the purchase of items on wildland deployments, or for uniform related purchases, or college tuition that the employee is reimbursed for per District policy. Any personal credit card usage in emergency ~~situation(s)~~ must be approved by the Fire Chief prior to reimbursement.

2. Expense Reimbursement

Employees seeking reimbursement for required and authorized expenditures must:

- Complete an SFMD Personal Expense Reimbursement Form.
- Attach all receipt(s) to the form.
- If mileage reimbursement is requested, documentation a map showing miles to and from must be attached. Mileage reimbursement will be based on the current federal rate for mileage.
- The Reimbursement Form must have Department Head Assistant Chief or Director approval prior to submission to Accounting for payment.
- Expense reimbursement requests must be submitted within the fiscal year of expense.

~~4.64.5~~ PROCESSING OF TRANSPORT REFUNDS

When a transport refund is required, they will be processed as follows:

1. An annual PO will be established ~~by Accounting against which~~for all refunds ~~with to~~ be processed. Since the annual PO will be used for refunds of ~~an~~ undetermined amount and number, the annual PO will have an undefined dollar limit.
2. All requests for transport refunds will be approved by the Transportation Services Director.

4.74.6 ELECTRONIC SIGNING OF MANUAL CHECKS

The weekly check reports will be emailed to all five (5) Board members by ~~Accounting~~ staff. Electronic signatures of the Board Chair and the Board Clerk will be printed on all District manual checks related to Payables provided Accounting ~~staff receive~~ email approval from two (2) Board members.

4.84.7 FEDERAL GRANT PROCUREMENT STANDARDS / GUIDELINES

Any procurement of goods and services using Federally awarded grant funds must comply with the Uniform Guidance at 2 Code of Federal Regulations (2CFR) Part 200, §200.311 – Real Property, §200.313 - Equipment, §200.318 - General Procurement Standards, and §200.214 - Suspension and Debarment.

In summary, these Standards require the recipient or sub-recipient agency:

4.8.14.7.1 Have and use documented procurement procedure consistent with and in conformity with procurement standards identified in §§ 200.317 through 200.327.

4.8.24.7.2 Ensure contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

4.8.34.7.3 Maintain written standards of conduct covering conflict of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if s/he has a real or apparent conflict of interest.

4.8.44.7.4 Maintain procurement procedures that avoid acquisition of unnecessary or duplicative items.

4.8.54.7.5 Is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever feasible and reduces project costs.

4.8.64.7.6 Must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

~~4.8.74.7.7~~ Part §200.214 restricts awards, subawards, and contract with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. A documented search of the Sam.gov exclusions list is a requirement prior to awarding contracts to contractors or companies.

~~4.8.84.7.8~~ Part §200.302 mandates the financial management system of each non-Federal recipient or sub-recipient agency must be sufficient to provide reports required by general and program-specific terms and conditions, identify all federal awards received and expended by Federal program, and accurate, current, and complete disclosure of the financial results of each Federal award in accordance with reporting requirements set forth in §200.328 and §200.329. Part §200.302 (b) (7) mandates that written procedures for determining the allowability of costs in accordance with subpart E and the terms and conditions of the Federal award be maintained.

~~4.8.94.7.9~~ Part §200.305 states that if a non-Federal recipient or sub-recipient receives advanced payments instead of submitting reimbursement requests, payment(s) methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. Pertaining to advanced payments, the recipient or sub-recipient maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part.

~~4.8.104.7.10~~ Part §200.311 defines the requirements and conditions regarding acquisition, title, and disposition of real property acquired using Federally awarded grant funds.

~~4.8.114.7.11~~ Part §200.313 defines the requirement and conditions regarding the acquisition, title, and disposition of equipment acquired using Federally awarded grant funds.

The Uniform Guidance at 2 CFR can be accessed at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>.

~~4.94.8~~ SINGLE AUDIT REQUIREMENTS

The Single Audit Act establishes requirements for audits of States, local governments, and nonprofit organizations that expend a certain amount in Federal awards during its fiscal year (currently set at \$750,000). Single audits are performed by independent auditors and encompass both financial and compliance components. The Compliance Supplement is based on the requirements of the 1996 Single Audit Act Amendments and 2 CFR part 200, subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits. The auditee must demonstrate

compliance with the Uniform Guidance at 2 Code of Federal Regulations that govern the procurement of goods and services using Federally awarded grant funds.

5. Capital Assets

5.1 To distinguish between capital items and operating items for purposes of budgeting for capital improvements, financial planning, providing for the stewardship of assets, financial reporting, and for providing information for insurance purposes, capital assets are defined as: buildings, land, major improvements other than buildings, machinery and equipment, with a cost of \$5,000 or more; or groups of same items purchased in the same fiscal year that serve the same purpose, and, with an estimated useful life greater than one year, and all land regardless of value. Subscription-based information technology arrangements are addressed in Policy section 5.2.

5.1.1 For the purposes of depreciating capital assets, the District will use the Straight-Line Method as based on the asset valuation and estimated useful life. The following ranges are guidelines in setting estimated useful life for depreciating assets.

Land	Non-Depreciable
Buildings and improvements	10 to 25 years
Machinery and equipment	5 to 15 years
Vehicles	5 to 15 years
IT Assets	3 years

5.2 Subscription-based information technology arrangements (SBITA) are defined as: contracts that convey control of the right to use another party's IT software, alone or in combination with tangible capital assets, as specified in the contract, for a period of time longer than 12 months, that have a value that is more than the threshold established from date of implementation that will ensure that 90% of the total costs of all SBITAs are recorded as assets in accordance with GASB 96.

5.3 The guidance contained herein is intended to adhere to GASB pronouncement 96 SBITA. In case of any differences between Policy section 5 and GASB 96, GASB 96 will prevail.

6. Leases

6.1 GASB 87, Leases requires state and local governmental organizations and agencies to capitalize leases previously classified as operating leases. For the implementation of GASB 87, the District is setting a \$100,000 materiality threshold for an individual operating lease to require capitalization.

6.2 To identify and properly record lease assets/liabilities or lease receivables/deferred inflows in accordance with GASB 87, leases are defined as: a contract that conveys the right to use another entity's nonfinancial asset as specified in the contract/agreement for a period more than one

year in an exchange or exchange-like transaction whose net present value is greater than \$100,000. This section does not pertain to leases that convey ownership which are now termed as financed purchases. Leases under this policy can be leased by or from the Entity.

- 6.3 In instances where the District is the lessee, qualifying leases should be recorded at the present value of payments expected to be made during the lease term, including the following: fixed payments, variable payments that depend on an index or a rate (such as the Consumer Price Index or a market rate) measured using the index or rate as of the commencement of the lease term, variable payments that are fixed in substance, amounts that are reasonably certain to be paid under residual value guarantees, the exercise price of a purchase option if reasonably certain that the option will be exercised, payments for termination penalties if it is reasonably certain that option will be exercised, any lease incentives receivable from the lessor, any other payments that are reasonably certain of being required, the future lease payments should be discounted using the interest rate the lessor charges the lessee. If the rate is not readily determinable, the lessee's incremental borrowing rate should be used, that is the interest rate the state would be charged to finance a similar asset. Variable payments based on future performance of the lessee or usage of the underlying asset, such as charges based on hours equipment was used, should not be included in the measurement of the lease. The intangible right-to-use leased asset should be recorded at the sum of the lease liability, any ancillary charges, and lease payments made to the lessor at or before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term.
- 6.4 The guidance contained herein is intended to adhere to GASB pronouncement 87 Leases. In case of any differences between Policy section 6 and GASB 87, the guidance provided by GASB 87 will prevail.

Governing Board Meeting – July 19, 2023

Agenda Item: 9

Agenda Item Title

Reports

Background / Discussion

This item is for the fire chief and his staff to share information with the Board of items occurring within, or related to, the fire district. Any item shared is for information only. Upon request of the Board, any item shared during this agenda item may be moved to the agenda for future meetings. Board discussion, other than clarifying questions, cannot occur and no action, position, or direction may occur until the specific item is placed on the agenda.

- Senior Leadership Team
- Labor

Recommended Motion:

N/A



Go to Item 10

Go to Agenda

Governing Board Meeting – July 19, 2023

Agenda Item: 10

Agenda Item Title

New Business / Future Agenda Items

Financial Impact

N/A

Enclosure(s)

N/A

Recommended Motion:

"TBD"



Go to Item 11

Go to Agenda

Governing Board Meeting – July 19, 2023

Agenda Item: 11

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 12

Go to Agenda

Governing Board Meeting – July 19, 2023

Agenda Item: 12

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



[Go to Agenda](#)

Appendix A

A. Board Meeting Minutes from June 21, 2023

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 21, 2023 Board Meeting Minutes





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

Governing Board Meeting Minutes

JUNE 21, 2023

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 21, 2023. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

[THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 PM.](#)

A. Call to Order

Chairman Chamberlain called the meeting to order at 5:30 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Deputy Chief Jeff Cranmer

C. Roll Call

Board Members in attendance were Clerk Connie Van Driel, Director Jeff Cross and Director Jason Moeller. Director Shawn Kurian was not in attendance. Chairman Kathleen Chamberlain attended via conference phone. Clerk Van Driel ran the meeting as Chairman Chamberlain was not there in person.

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

1. Review and approval of the May 2023 financial reports and bank reconciliations.

Motion by Director Moeller to approve the May 2023 financial reports and bank reconciliations.

Seconded by Director Cross

Vote 4 ayes, 0 nays, MOTION PASSED.

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

Regional Training Center
3700 East 16th Avenue
Apache Junction, AZ 85119

Fleet Services
1455 East 18th Avenue
Apache Junction, AZ 85119

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

June Service Anniversaries

29 Years of Service

Deputy Chief **Jeff Cranmer**

Engineer / Paramedic **Mike Wolfe**

22 Years of Service

Firefighter **Ryan Elowe**

17 Years of Service

Captain / Paramedic **Alex Dupuis**

16 Years of Service

Engineer **Brandon Blessum**

Firefighter / Paramedic **Ryan Rodriquez**

Captain / Paramedic **Geof Shively**

Promotion

Sean Matuszewski, Captain

Promoted on 5/8/2023

Annual Award Winner for 2023

Zachary Leon, Firefighter / Paramedic – **Firefighter of the Year**

Special Recognition for the Firefighter of the Year - Zachary Leon

By: **Commander Bill Johnson**

American Legion

Apache Post 27

3. Call to the Public.

None

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

A. Board Meeting Minutes from May 16, 2023

B. Combined Resolution Affecting County Treasurer Transactions for FY2023/2024 from the Pinal County Treasurer's Office, and the Amendment to Commercial Account Signature Card from Wells Fargo Bank

C. Transfer Funds for 6/30/2023 Chase Bond Debt Service Principal and Interest Payments

D. Transfer Funds for 6/30/2023 Certificates of Participation (COP) US Bank Debt Interest Payment

E. CLM and DocuSign Agreement

Consent agenda items continued:

- ~~F. Emergency AC Purchase for Station 261~~
- G. PNI Service Agreement
- H. Relevant Digital Marketing
- I. Affiliation Agreement with East Valley Institute of Technology (EVIT)

Chief Whitney stated that he is removing item “F” from the consent agenda, as that item does not meet the threshold of the Procurement Policy.

Motion by Director Cross to approve all consent agenda items except for item “F” for June 21, 2023.

Seconded by Director Moeller
Vote 4 ayes, 0 nays, **MOTION PASSED**

5. Discussion, consideration and possible action regarding the development of the Tentative Fiscal Year 2023/2024 Revenue and Expenditure Budget and adoption of Resolution 2023-06-21-07.

Motion by Director Moeller to adopt Resolution #2023-06-21-07 adopting a tentative budget in the amount of \$34,227,981.00 for the fiscal year beginning July 1, 2023 and ending June 30, 2024 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 Cross
Vote 4 ayes, 0 nays, **MOTION PASSED**

6. Senior Leadership Team Reports

Fire Chief Report

- Budget
- Transitions & Implementations
- AFCA/AFDA NextGen Moderator with Captain Walka
- Recruitment & Retention survey participation
- Boys & Girls Club Charity Luncheon
- Banner Baywood
- Constant Staffing Engine 262
- Firefighter Colt Weddell – 2023 Firefighter SAFETY Stand Down
- AZ Burn Camp – 2023 Firefighter Day
 - Kudos: Captain Endres, Firefighter Gregor, Firefighter Rodriguez, Firefighter Thompson, Firefighter Willoughby

Emergency Services

- Met with Operations Labor Co-Chair
- Staffing and Deployment meeting – Review current Staffing algorithms, established timeline for 2024 rebid
- Assisted with interview panel for AJPD Assistant Chief
- Met with new leadership from Banner Baywood
- Special Event Task Force – 4th of July – pre-event meeting
- Attended PCSO/SFMD Joint Training Discussion
- Follow up with Training Committee Co-Chairs – Status of current and future programs
- Attended Tactical Cadre meeting – Status of current training
- Boys and Girls Club Charity Luncheon at Fire Station 263

Significant Incidents

5/26/2023 – Mutual aid response with Mesa Fire for a 1st alarm fire in county area. No injuries.

5/31/2023 – 2 Tenders responded to mulch fire in Mesa

6/1/2023 – Gas leak 2” feed, two structures evacuated. No injuries.

6/5/2023 – Structure fire – detached garage, fast attach, no injuries.

6/6/2023 – Structure fire – working attic – initial offensive strategy transition to defensive. No injuries.

6/10/2023 – Experimental aircraft crashed in to the Superstition Mountains. Reported 2 souls on board, scene turned over to PCSO.

- Monthly Incident Call Volume

Operations

- SFMD Lateral Academy Firefighter Jesus Rivas

Training

- Regional Ladder Company Training
- Regional Command Training
- Monthly and YTD Training Hours

EMS

- Assisted with the training of two new Transportation Services employees
- Assisted with the training of a lateral transfer Firefighter
- Attended the G-300 Incident Command Class
- Attended the SFMD/PCSO joint training discussion
- Attended Banner Baywood / SFMD process discussion
- Worked throughout the month on the NEMSIS 3.5 implementation setup

Transportation Services

- Attended a demo of the new ambulance billing software “Ambulance Commander”
- Continued work on transition to Ambulance Commander
 - Enrollments, integration with Image Trend
- Assisting Chief Pohlmann with NEMSIS 3.5 transition
- New hire EMT and Paramedic training
- Assisted with set up and moderated 2023 AEMS Odyssey Conference
- AZDHS Ambulance Inspection of unit C-89

Transportation Services Continued

- Attended the G-300 Incident Command Class
- Attended the Banner Baywood/SFMD process discussion
- Attended the Banner Baywood Quarterly Luncheon
- Monthly Transportation Volume
- CON Compliance through May 2023

Support Services

Fire Prevention

- Plan Reviews – 9
- Inspections – 24
- Citizen Requests or Assistance – 2
- Environmental Requests, Permits, Concerns, Knox Box Assistance – 20

Community Risk Reduction

- Community Events – 5
 - Fire Safety Presentations – 1
 - Car Seat Placements – 0
 - School Pub Ed Presentations – 0
 - AED/CCR Presentations – 3
- Lithium-Ion Battery Fire Training at Phoenix Fire
 - Special Events Meeting
 - Communications Operations Meeting
 - Community Events
 - PTES First Grade Field day
 - DVES Water Day
 - Station 263 Tour (Mueller Family)
 - Community Helpers Day at Aisling Village Preschool
 - AJ Library Summer Reading Kick-Off Event
 - July4th Fireworks / Fallout Zone Site Map

Administrative Services

- James Vincent Group
 - Bellwether BPM Demonstration
- Grants
 - Gila River Awarded \$403,971.75
 - Tohono O’odham Proposal
- UKG Update – 14 Configuration Meetings
 - Completed Open Enrollment
- Development of the 2023/2024 Hiring and Promotional Plan
- Procurement Policy
- ELBO – Completed
- New Hires:
 - Sean Semrad, Paramedic
 - Nick Selover, EMT
 - Jesus Rivas, Firefighter
 - Jesse Stapleton, Fire Mechanic I

Financial Services

- Billed two (2) wildland fires
- FY 2022/2023 year-end procedures
- FY 2022/2023 financial audit preparations
- Medicare Ground Ambulance Data Collection model creation

7. New Business / Future Agenda Items

None

8. Announcements / Document Signing

Clerk Van Driel announced that Pinal County will be installing a 4-way stop at Broadway and Mountain View on July 17, 2023. In addition, they are doing a traffic study at Val Vista and Prospector Road, which may bring some traffic changes.

9. Adjourn

Motion by Director Cross to adjourn the board meeting at 6:46 p.m.

Seconded by Director Moeller

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

Governing Board Approval:

Board Clerk Connie Van Driel

Appendix B

B. Adoption of Resolution 2023-07-19-03 authorizing the establishment of a Line of Credit ("LOC") with Wells Fargo for Fiscal Year 2023 / 2024

Submitted By

Fire Chief John Whitney

Finance Director Roger Wood

Background / Discussion

A.R.S. §11-604.01 states that a fire district may establish a LOC with the county's contract servicing bank with the assistance of the county treasurer. The establishment of a LOC is the predominant method of short term financing used by fire districts to finance operations during the absence of secondary property tax receipts. Many fire districts begin the fiscal year with minimal cash fund balances and draw upon the LOC until secondary property taxes are received in November and again in spring during the April / May timeframe. The LOC is statutorily limited to a maximum of 45% of the secondary property tax levy of the preceding fiscal year. Establishing a LOC requires a resolution of the fire district elected body and approval of the county servicing bank. Under A.R.S §11-604.01 parameters, the District could establish a maximum LOC of approximately \$5.0 million.

The LOC is serviced by Wells Fargo bank who requires Board approval of the establishment and requested limit of the LOC for each fiscal year. The recommendation is to maintain an LOC of **\$1.5 million** to ensure cash-on-hand to cover payroll and essential non-payroll expenses in the time before the District receives its first half of tax revenue on or about November 1, 2023. There is no cost to establishing an LOC if it is not used.

Due to the new contract between Wells Fargo and the Pinal County Treasurer's Office, the interest rate for the LOC is now **8.25%**, and is subject to change as the Prime Rate changes. This underscores the need for the District to use the LOC as minimally as possible to keep the overall interest cost as low as possible.

Financial Impact/Budget Line Item

N/A

Enclosure(s)

Resolution 2023-06-21-06 Wells Fargo Line of Credit Authorization

Exhibit A – Borrowing Request

Recommended Motion

"Motion to approve Resolution 2023-07-19-03, authorizing the establishment of a Line of Credit with Wells Fargo, for \$1.5 million for Fiscal Year 2023/2024."



EXHIBIT A
BORROWING REQUEST

To: Wells Fargo Bank, National Association

The Governing Board (the “Board”) of the Superstition Fire and Medical District (the “Borrower”) hereby requests (this “Borrowing Request”) that Wells Fargo Bank, National Association (“Bank”) issue a line of credit (the “Credit Line”) as directed by the Pinal County Treasurer’s Office. Capitalized terms not otherwise defined herein have the respective meanings set forth in the Revolving Credit Agreement, between the Pinal County and the Bank, dated July 1, 2023 (the “Agreement”).

The Borrower is requesting a Credit Line in the amount of \$1,500,000 (not less than \$100,000 without the Bank’s prior consent). Such Credit Line shall initially accrue interest at the following Interest Rate: 8.25% Prime Rate.

Representations and Warranties. Each Borrower, when submitting a Borrowing Request, represents and warrants to Bank as of the date of the Borrowing Request:

- a. **Existence and Authorization.** Borrower is a duly formed, organized and validly existing Political Subdivision of the State of Arizona. The execution, delivery, and performance by Borrower of the Loan Documents have been duly authorized by all requisite action by or on behalf of Borrower.
- b. **No Approvals.** No approval, authorization, bond, consent, certificate, franchise, license, permit, registration, qualification, or other action or grant by or filing with any person is required in connection with the execution, delivery, or performance by Borrower of the Loan Documents that has not been obtained.
- c. **No Conflicts.** The execution, delivery, and performance by Borrower of the Loan Documents will not conflict with, or result in a violation of or a default under: any applicable law, ordinance, regulation, or rule (federal, state, or local); any judgment, order, or decree of any arbitrator, other private adjudicator, or governmental authority to which Borrower is a party or by which Borrower or any of the assets or property of Borrower is bound; or any agreement, document, or instrument to which Borrower is a party or by which Borrower or any of the assets or property of Borrower is bound.
- d. **Execution and Delivery and Binding Nature of Loan Documents.** The Loan Documents have been duly executed and delivered on behalf of Borrower. The Loan Documents are legal, valid, and binding obligations of Borrower, enforceable in accordance with their terms against Borrower, except as such enforceability may be limited by Section 42-17101, Arizona Revised Statutes, bankruptcy, Insolvency, moratorium, reorganization, or similar laws and by equitable principles of general application.
- e. **Accurate Information.** All information in any loan application, financial statement, certificate, or other document and all other Information delivered by or on behalf of Borrower to Bank in obtaining the Commitment Amount and Credit Line is correct and complete in all material respects, and there are no omissions therefrom that result in any such information being incomplete, incorrect, or misleading in any material respect as of the date thereof.

f. Litigation. There is no lawsuit, tax claim, or other dispute pending or overtly threatened against Borrower which, if lost, would materially impair Borrower's financial condition or Borrower's ability to repay any amount payable under the Agreement or the Credit Line, except as have been or will be disclosed in writing to Bank.

g. Purpose of Advances. The Agreement and the Credit Line are made pursuant to Arizona Revised Statutes Section 11-604.01. The purpose of Advances is to provide funds for the general operations of Borrower.

h. No Event of Default. No Event of Default exists and no event or condition exists that, after notice or lapse of time, or both, would constitute an Event of Default.

Survival of Representations. Each request for an Advance shall constitute an affirmation with respect to Borrower that the representations and warranties contained herein are true and correct as of the time of that request, and that the conditions precedent set forth in Sections 3 and 4 hereof have been fully satisfied. All representations and warranties made herein shall survive the execution of this Borrowing Request, all Advances, and the execution and delivery of all other Loan Documents, so long as Bank has any commitment to lend to Borrower hereunder and until the Credit Line has been paid in full and all of Borrower's obligations hereunder have been fully discharged.

This Borrowing Request was approved at a legally convened meeting of the Board this ____ day of _____, 20___. The person signing this Borrowing Request is authorized by the Board action to execute these documents and any other Loan Documents requested by the Bank.

To the best of the undersigned's knowledge, information and belief, the expectations set forth in this Borrowing Request are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

Superstition Fire & Medical District

By: _____
Name: _____
Title: _____

PINAL COUNTY TREASURER,
As Agent for Superstition Fire & Medical District

By: _____
Name: _____
Title: Pinal County Treasurer/Authorized Representative

Attachments:

☐ A copy of the resolution of the Board authorizing this Borrowing Request

**RESOLUTION 2023-07-19-03
SUPERSTITION FIRE & MEDICAL DISTRICT
WELLS FARGO LINE OF CREDIT AUTHORIZATION**

A RESOLUTION OF THE CHAIRPERSON AND GOVERNING BOARD OF THE DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AUTHORIZING THE ESTABLISHMENT OF A LINE OF CREDIT WITH WELLS FARGO BANK FOR FISCAL YEAR 2023 / 2024.

WHEREAS, IN ACCORDANCE WITH THE REQUIREMENTS OF THE PINAL COUNTY TREASURER'S OFFICE AND WELLS FARGO BANK, THE BOARD OF DIRECTORS DID, ON THE TWENTY-FIRST DAY OF JUNE 2023, AUTHORIZE THE ESTABLISHMENT OF A LINE OF CREDIT FOR FISCAL YEAR 2024 / 2025 IN THE AMOUNT NOT TO EXCEED \$1,500,000.

PASSED AN ADOPTED THIS NINETEENTH DAY OF JULY 2023 BY THE CHAIRPERSON AND GOVERNING BOARD OF DIRECTORS OF SUPERSTITION FIRE & MEDICAL DISTRICT.

Kathleen Chamberlain, Board Chairman

Connie Van Driel, Board Clerk

Jeff Cross, Board Director

Jason Moeller, Board Director

Shawn Kurian, Board Director

Appendix C

B. Gold Canyon Arts Festival Medical Staffing Contract

Submitted By

Assistant Fire Chief Richard Mooney

Background/Discussion

The Gold Canyon Arts Festival is an annual contract to provide a medical standby crew and unit for the festival. The only change from last year's contract is that SFMD has moved to a flat rate for a paramedic and an EMT. The change will make processing the billing process more efficient for the finance department while still allowing for personnel cost recovery in most instances.

Financial Impact(s)/Budget Line Item

The contract is a cost recovery contract for medical staffing personnel and some revenue for the apparatus.

Enclosure(s)

EMS Standby Contract for the Gold Canyon Arts Festival





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

August 7, 2023

Carole Lindemann– Festival Chair

Gold Canyon Arts Festival

480-296-6502 (cell), 480-474-8201

carbill5@mchsi.com

Re: **2024 Gold Canyon Arts Festival; Medical Staffing Agreement**

Carole Lindemann,

This Medical Staffing Agreement represents the cost associated with providing Emergency Medical Services (EMS) to staff a Medical Aid Station for the Gold Canyon Arts Festival on January 27, 2024. This joint agreement between the Gold Canyon Arts Council and the Superstition Fire & Medical District is only valid for the scheduled event of January 27, 2024. This agreement provides for one EMT Basic provider and one Paramedic Advanced provider to serve as medical aid services as required by the Pinal County Special Event Permit.

The following obligations are agreed upon by both parties as per the execution of this agreement for services:

Fire District's Obligations:

1. Provide one (1) State Certified Paramedic, advanced level provider, and one (1) State Certified EMT, basic level provider, to staff a medical aid station at the special event located at 6640 S. Kings Ranch Road, Gold Canyon, AZ 85118 on Saturday, January 27, 2024, from the hours of 9:00 am until 4:00 pm.
2. Provide all necessary advanced life support equipment required for Paramedic level care.
3. Provide all necessary disposable medical supplies.
4. Provide communications equipment for contact with Mesa Regional Dispatch Center for requesting additional resources for the treatment or transport of patients at the event.
5. Provide for the disposal of medical waste or other biohazard materials generated by the treatment of patients at the event.

Gold Canyon Arts Council Obligations:

1. Agree to payment for services of one (1) State Certified Paramedic provider and one (1) State Certified EMT provider to staff a medical aid station at the special event located at 6640 S. Kings Ranch Road, Gold Canyon, AZ 85118 on Saturday, January 27, 2024, from the hours of 8:00 am until 4:30 pm (8.5 hours total per provider) per Schedule 'A' (attached).
2. Provide a secure and centralized location for the staging of an Emergency Vehicle. This location shall have direct access in and out of the festival grounds to avoid any delays in the transportation of patients or response of additional emergency vehicles.
3. Signage to identify the medical aid service's location.
4. Provide radio equipment to facilitate communications between the medical aid station staff, the event security staff, and the event coordinators throughout the duration of the event.
5. Always provide unobstructed access for emergency vehicle traffic into the event.
6. Hand washing station equipped with water and hand soap/sanitizer located within the medical aid station.

Miscellaneous Provisions:

1. Indemnification: To the fullest extent permitted by law, Gold Canyon Arts Council shall defend, indemnify, and hold harmless the Fire District, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Agreement by the Gold Canyon Arts Council, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance the Gold Canyon Arts Council may be legally liable. Nothing herein shall be construed to modify the gross negligence standard in A.R.S. § 48-818.
2. Non-appropriation: This Agreement shall be subject to available funding for the Fire District, and nothing in this Agreement shall bind the Fire District to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

If all conditions and obligations are agreed upon by parties, the Fire District and Gold Canyon Arts Council, this document and representative(s) signature(s) shall be considered and accepted as a binding agreement. Affixed signatures and receipt of payment must be received in advance of the scheduled event date at our administration office located at 565 N. Idaho Rd, Apache Junction, AZ, 85119, for this agreement to remain valid.

The Gold Canyon Arts Festival must carry a Certificate of Liability Insurance and provide a copy to the Superstition Fire & Medical District.

Pursuant to A.R.S. Section 38-511, the Fire District may terminate this Agreement.

Superstition Fire and Medical District

Gold Canyon Arts Festival

Board Chair: _____

Agent: _____

Printed: _____

Printed: _____

Board Clerk: _____

Co-Agent: _____

Printed: _____

Printed: _____



Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

SCHEDULE 'A'

Cost based on two personnel for a total of 8 hours each (8:00 am through 4:30 pm) [.5 hours for travel, and pre and post-event for set-up and take-down]

Personnel costs for each position who may work the event:

Cost for 8.5 hours

- | | | |
|-----------------------|--------------|-------|
| • Certified Paramedic | \$80.00/hour | \$680 |
| • Certified EMT | \$70.00/hour | \$595 |

Apparatus Cost (0800-1600) 8 hours

- | | | |
|---------------------|--------------|-------|
| • UTV Cost per Hour | \$50.00/hour | \$400 |
|---------------------|--------------|-------|

Total Cost: (Personnel cost/hour plus apparatus cost/hour)

\$1675

*These costs represent the average contracted overtime rates for personnel based on current SFMD special event overtime rates. These costs can be used to calculate additional resources if needed.

Upon provision of services, the Superstition Fire & Medical District will Invoice the total cost based on the contracted rates for the event, as displayed above. If the crew is held longer than the scheduled time for the event, SFMD will invoice the Gold Canyon Arts Festival for the extra time at the above-stated pay rates for personnel and apparatus. The Invoice is payable within 30 days of receipt.

Appendix D

D. G2 – U.S. Digital Designs (USDD) Services Agreement

Submitted By

Assistant Chief Richard Mooney

Fleet & Facilities Manager Vaughn Croshaw

Background / Discussion

G2 U.S. Digital Designs (USDD) by Honeywell will provide software maintenance and hardware repair services for its USDD Phoenix G2 Fire Station Alerting System Products as defined in the service agreement.

Financial Impact/Budget Line Item

\$21,644.60

Enclosure(s)

Service Agreement

Quote





US DIGITAL DESIGNS
by Honeywell

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made by and between Honeywell International, Inc., dba US Digital Designs by Honeywell (“USDD”), with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281, and the following entity (“Customer”):

Superstition Fire & Medical District

Attn:

565 N. Idaho Road

Apache Junction, Arizona 85119

Telephone:

Email:

1. **Recitals.** Customer requires USDD to provide Software maintenance and Hardware repair services for its USDD Phoenix G2 Fire Station Alerting System Products (as those terms are defined below). USDD has agreed to service Customer’s System (as defined below) pursuant to the terms, conditions, and limitations of this Agreement. In consideration of the forgoing, and for other good and valuable consideration, the Parties hereby agree to the terms set forth in this Agreement.

2. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

- a. “Additional Services” shall have the meaning set forth in Section 9, below;
- b. “Authorized Contact” means a person appointed by Customer who is authorized to make use of the Services;
- c. “Application” or “App” shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.
- d. “Commencement Date” shall be **September 1, 2023**;
- e. “Emergency Support” means telephone access for Customer’s Authorized Contacts to USDD’s senior staff and engineers in the event of a Mission Critical Failure;
- f. “Hardware” means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by USDD, provided

however, Hardware shall not include any televisions or monitors manufactured by third parties;

- g. “Mission Critical Failure” means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD’s direct control does not constitute a Mission Critical Failure.
- h. “Product” or “Products” mean the Hardware, Software and other tangible goods, equipment, supplies, and components included in the System (as defined below);
- i. “Services” shall have the meaning set forth in Section 3, below;
- j. “Software” means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, customization requested by Customer, copies, documentation, and design data that are licensed to Customer by USDD;
- k. “System” means all Hardware and Software purchased by Customer either directly from USDD or authorized USDD Reseller under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term “System” specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer’s computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by USDD;

3. **USDD Scope of Services.** During the Term of this Agreement, USDD agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the “Services”). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- c. Emergency Support, available 24 hours per day, for Customer’s System Administrator in the event of a Mission Critical Failure;
- d. Updates for all System Software, as and when released by USDD;

- e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User's Agreement* that must be accepted by each user at the time the software is downloaded.
- f. Advance replacement of defective or malfunctioning Hardware (not otherwise covered under the USDD warranty applicable to the Hardware) subject to USDD's Return Material Authorization ("RMA") Process described below; and
- g. Ground shipping for the return of repaired Hardware.

4. **Claims.** Prior to requesting Services, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. USDD's technical support contact information can be found on USDD's web site: <http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

5. **Advance Replacement of Hardware.** If a Hardware component requires repair during the Term, Customer shall initiate the RMA process as described below. Upon approval, USDD will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to USDD for repair. The replacement Hardware will be a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Replaced Hardware provided by USDD in fulfillment of the Services must be used in the System to which this Agreement applies.

6. **Return Material Authorization Process.** If a Customer makes a claim for an advanced replacement of a Hardware component during the Term, the Customer shall provide USDD with the Hardware component model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Hardware, shipped postage paid ground shipping to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the hardware that the Customer is returning. The original hardware must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number. The original hardware must be shipped back within 10 days of receiving the replacement. Failure to return the original hardware will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

7. **No Fault Found.** USDD reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no fault. Customer understands that this fee is intended to discourage return of Hardware prior to proper troubleshooting or return because the Hardware is “old.” Hardware returns will not be allowed if, upon examination of the returned Hardware component, it is determined that the Hardware was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing. In such event, USDD shall invoice Customer for the full market value of the replacement Hardware.

8. **Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer’s misuse or neglect of the System, damage arising from Customer’s failure to follow instructions relating to the product’s use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized USDD representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of USDD, use with non-USDD products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer’s site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in USDD’s sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer’s warranty, if any. USDD shall not be liable to provide Services at any time when Customer is in breach of any obligation to USDD under this Agreement or any other contract.

9. **Additional Services by USDD.** Additional Services will be charged at USDD’s then current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. Additional Services shall include (without limitation) Customer’s use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by USDD on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 18% per annum.

10. **Authorized Support Contacts.** In order to facilitate USDD’s delivery of the Services, Customer shall appoint a minimum of one and a maximum of three Authorized Contacts. The Customer must ensure that the Authorized Contacts have adequate expertise and experience to make an accurate description of malfunctions to make it possible for USDD to handle reports efficiently. Customer is responsible to select those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer’s network, hardware, and software systems. The Authorized Contacts must also have completed USDD product training.

At least one Authorized Contact should be available to assist USDD as needed during the support process. Authorized Contacts are responsible for coordinating any actions needed by Customer’s personnel or contractors including obtaining additional information from field or dispatch personnel, data network or communications system troubleshooting, and physical inspection or actions on the System components.

11. **Customer Facilitation of Services.** Customer will be responsible for providing the following:

- a. The provision of remote access to the System, as more specifically described in Section 12 below;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively “Customer Equipment”), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;
- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;
- d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;
- e. The correct use of the System in accordance with USDD’s operating instructions; and
- f. The security and integrity of the System.

12. **Remote Access.** USDD requires remote network access to the Customer’s System, including its Communications Gateways, Station Controllers, and other USDD-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable this the Customer will provide USDD support personnel VPN or similar remote network access to the System for USDD support personnel (“Customer Support”) to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. USDD will only access Customer’s System with the knowledge and consent of Customer.

- a. **Alternative to Network Access.** If the Customer elects not to provide remote network access to the System, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access:
 - System software upgrades
 - System software customization
 - Network troubleshooting assistance including packet capture and network monitoring on USDD devices

- Detailed log analysis
 - Bulk updates to System database tables
 - Troubleshooting that requires low-level system access or large file transfer
- b. Timely Access. Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- c. Physical Security Tokens. USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens this may delay after hours service.

13. **Ongoing Service Term, Renewal and Termination.** The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year (“Initial Term”). Unless previously terminated as set forth in this Section, Customer may renew this agreement for four (4) additional one-year terms (each an “Additional Term”) by giving written notice of Customer’s intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the “Annual Fee” (as defined below). This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. USDD may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If Customer fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, USDD may terminate this Agreement immediately upon non-payment of any sum due from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to USDD shall be nonrefundable.

14. **Annual Fees.** On or before the first day of the Initial Term and each Additional Term (each a “Due Date”), Customer shall pay USDD an Annual Fee in advance for the Services and to be delivered hereunder (the “Annual Fee”). The Annual Fee shall be the product of the total cumulative sales price of all Hardware, Software, and other tangible goods or equipment provided to Customer at any time under any circumstances (“Base Amount”), multiplied by .11. Customer acknowledges and agrees that the Base Amount is cumulative and will increase by the purchase price of all Software, Hardware and Services purchased in the future. USDD may calculate the Base Amount, determine the Annual Fee and invoice Customer therefore 45 days prior to the subject Due Date. Customer shall pay the Annual Fee on or before the Due Date or 30 days after the date of the invoice, whichever is later. Invoices remaining unpaid shall bear interest at 18% per annum. Annual Fees are nonrefundable.

15. **Reinstatement.** If Customer elects not to renew this Agreement for any Additional Term or otherwise terminates this Agreement, Customer may reinstate this Agreement upon the following terms:

- a. Reinstatement of this Agreement must occur within five (5) years from the Initial Term or the last Additional Term elected by Customer, whichever occurs later. USDD reserves the right to reinstate older Systems or not reinstate newer Systems in its sole discretion.
- b. The multiplier for calculation of the Annual Fee shall increase by no more than 3 percentage points from the multiplier stated above. The multiplier for the new Annual Fee shall be at the sole discretion of USDD.
- c. Customer shall pay a Reinstatement Fee along with the Annual Fee prior to the Commencement Date. The Reinstatement Fee and Annual Fee shall be calculated using the new multiplier described above. The Reinstatement Fee shall be a sum equal to two times the new Annual Fee, provided, however, if the System has been out of service and support for one year or less, the Reinstatement Fee shall be the amount of the new Annual Fee. The Reinstatement Fee is non-refundable.
- d. If Customer reinstates this Agreement and then declines to renew this Agreement for an Additional Term or otherwise terminate this Agreement, the System shall be deemed by USDD to have been abandoned by Customer. USDD will not provide further Services for the System, and Customer will not be allowed to reinstated service and support of the System through another Service Agreement.

16. Exclusions and Limitations. USDD warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. USDD does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the System's use. This Agreement does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Agreement does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Agreement. This Agreement does not apply to: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) damage caused by use with non-USDD products; (d) damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) damage caused by operating the Product outside the permitted or intended uses described by USDD; (f) damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) a Product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) to any Product from which the serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS AGREEMENT AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY,

EXPRESS, OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT AND SERVICE CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS SERVICE AGREEMENT. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF HARDWARE UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AGGREGATE PURCHASE PRICE OF THE HARDWARE PAID BY CUSTOMER TO USDD (i) GIVING RISE TO THE CLAIM OR (ii) PROCURED BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTION OR RE-PERFORMANCE OF THE DEFECTIVE SERVICES OR REFUND OF FEES PAID FOR THE SERVICES, AT USDD'S SOLE ELECTION, IF CUSTOMER NOTIFIES USDD IN WRITING OF DEFECTIVE SERVICES WITHIN NINETY (90) DAYS OF THE DEFECTIVE SERVICES. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any hardware under this Service Agreement or make a product exchange without risk to or loss of the programs or data stored thereon.

17. **Force Majeure.** Except for Customer's duty to pay sums due hereunder, neither USDD nor Customer will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "**Force Majeure Event**" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages,

seizure or freeze of assets, or any other acts of any government that would limit a Party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The Party unable to fulfill its obligations due to Force Majeure will promptly:

- a. notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. use responsible efforts to mitigate and/or perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing Party is actually delayed or for any other period as the Parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, USDD may provide notice to Customer that it is cancelling this Service Agreement.

18. **Dispute Resolution/Arbitration.** Before the Parties initiate any dispute resolution process related to this Agreement, other than for injunctive relief, the Parties must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other Party's written request. The conference must be attended by at least one executive from each Party. At the conference, each Party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one Party refuses to attend the conference, then the Parties further agree that any remaining dispute between them arising out of or relating to this Agreement, other than claims related to USDD's Intellectual Property rights (or those of any of its licensors, affiliates and partners), will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are not inconsistent with this Section, in the AAA's regional Phoenix office and by single arbitrator. Discovery may be conducted either upon mutual consent of the Parties, or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon the Parties, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The Parties hereto expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing Party shall be entitled to the payment of its reasonable attorneys' fees and costs, including expert witness fees and costs, as determined by the arbitrator. Each of the Parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

19. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity, or entities actually referred to require.

20. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

21. **Governing Law; Parties in Interest.** This Agreement will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the Parties.

22. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any Party executes this Agreement. The Parties acknowledge that they will be bound by signatures on this document which are made via electronic means (i.e., DocuSign) and which are transmitted by mail, hand delivery, facsimile and/or any other electronic method (email or otherwise) to the other Party. Such electronic signatures will have the same binding effect as any original signature, and electronic copies will be deemed valid.

23. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the Parties.

24. **Review.** The Parties acknowledge that they have had an adequate opportunity to review this Agreement, as well as the opportunity to consult legal counsel regarding this Agreement. Accordingly, the Parties agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

25. **Assignment.** The Parties shall not assign, in whole or in part, the Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, USDD may freely transfer its rights under this Agreement in the event of a sale or transfer of all or substantially all of its assets or stock. Each Party binds itself, its successors, assigns, executors, administrators, or other representatives to the other Party hereto and to successors, assigns, executors, administrators, or other representatives of such other Party in connection with all terms and conditions of this Agreement.

26. **Savings Clause.** In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or

term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be and remain in full force and effect.

27. **Images and Testimonials.** During the term of this Agreement, Customer agrees that USDD may take, make, or obtain images, pictures, photographs, commentary, and video and audio recordings of Customer's System and property and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered (collectively "**Images**"). In addition, USDD may request Customer to provide testimonials, endorsements, feedback or other written or oral comments concerning Customer's experience with the System (collectively "**Testimonials**"). Customer consents to USDD's use of such Images and Testimonials for verification, training, and promotional purposes in USDD's sole discretion and agrees that all such Images and Testimonials shall remain the property of USDD and may be used and exploited in any media format.

28. **Customer Representative.** The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery, and performance by Customer under this Agreement will not violate the provisions of any law, rule, regulation, or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

Superstition Fire & Medical District:

Honeywell International Inc., dba US
Digital Designs by Honeywell

By: _____
Name: _____
Its: _____
Date: _____

By _____
Asim Akram, General Manager
Date: _____



US DIGITAL DESIGNS
by Honeywell

Budgetary Quote

1835 E Sixth Street, Suite 27
Tempe, Arizona 85281
Fax # 480-290-7896 Phone # 877-551-USDD
E-mail: sales@usdd.com

Date	Quote #
1-Mar-2023	23-SMFD-001

Name / Address
Superstition Fire & Medical District 565 N. Idaho Road Apache Junction, AZ 85119 Attn: Jennifer Burke, Fleet & Facilities Support Specialist
jennifer.burke@sfmd.az.gov

ALL AMOUNTS QUOTED ARE IN US DOLLARS

		Terms	Rep	Project
		Net 30		
Item	Description	Qty	Cost	Total
ServAgrmt_Annl	Annual Service Fee - 1 September 2023 to 31 August 2024 Base Amount: \$201,437.80	1	\$ 21,644.60	\$ 21,644.60
Thank you for your business			Total	\$ 21,644.60

Appendix E

E. Agreement for the Purchase (Sale of Surplus Property by the City of Scottsdale) - SCBA Compressor and Fill Station

Submitted By

Assistant Chief Brian Read

Background / Discussion

The City of Scottsdale is currently disposing of surplus property in the form of an SCBA Compressor and Fill Station that is no longer in use by the Scottsdale Fire Department.

SFMD is purchasing the property “as is” for the amount of ninety-five dollars (\$95).

Financial Impact/Budget Line Item

\$95.00

Enclosure(s)

Purchase/Sale Agreement



AGREEMENT FOR SALE OF SURPLUS PERSONAL PROPERTY

This Agreement is made this ____ day of _____, 2023, between the City of Scottsdale, an Arizona municipal corporation, having its offices at 3939 N. Drinkwater Blvd., Scottsdale, AZ 85251 ("City"), and Superstition Fire & Medical District, an Arizona district with its principal office at 565 N Idaho Rd, Apache Junction, AZ 85119 ("District"). The City and the District are collectively referred to as the "Parties".

RECITALS

A. The City currently is disposing of surplus property in the form of a SCBA Compressor and Fill Station that is no longer in use by Scottsdale Fire Department.

B. Pursuant to Section 2-206 et seq. of the Scottsdale City Code, the Purchasing Director is authorized to sell personal property that is authorized to be sold as having become unnecessary and unfit for City use.

C. It is the desire of the City to obtain fair value for the property and simultaneously recognize the need for support and cooperation between governmental entities and support public safety efforts of the District.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

SECTION ONE. GOVERNING LAW; MERGER

A. *Governing Law.* The laws of Arizona will control all aspects of this Agreement and its interpretation.

B. *Integrated Agreement.* The terms contained in this Agreement are intended as a final expression of the terms of the Agreement between the Parties and are a complete and exclusive statement of those terms.

SECTION TWO. DESCRIPTION OF PROPERTY

The personal property that is the subject matter of this Agreement is the following:

- **SCBA Compressor** – Part # AB-6651-08, Serial # 15T66-1447, PSI 6000; CFM 25.5, RPM 970; HP 20, Power 208 VAC/3 Phase/60 HTZ, Placed in Service 5/1/07
- **Six (6) ASME Air Storage Cylinders** – 6000 PSI

- **Fill Station** – Revolve Air, cascade style filling

SECTION THREE. DISCLAIMER OF WARRANTIES

District acknowledges and represents that District is buying the property “as is.” City makes no warranty or representation about the performance ability of the used equipment, about its present state of repair, about its condition or maintenance, or about its ability to function in any respect. In executing this Agreement, District has not relied on or been induced by any statements or representations, other than those expressly set forth in this Agreement. District acknowledges that no such representations not embodied in this Agreement have been made. District has relied solely on the representations made in this Agreement and on such investigations, examinations, and inspections as District has made. City has afforded District the opportunity for full and complete investigations, examinations, and inspections. District further acknowledges that it is aware and understands that the equipment is being sold with an expired certification and has not been refurbished and District accepts all risks associated therewith. District agrees to defend, indemnify and hold harmless the City, its agents and representatives, from any and all claims, demands, actions and causes of action, and all liability whatsoever, including, but not limited to costs, attorneys' fees or judgment which might arise from use of the surplus property by District or any of its representatives, agents, or employees.

SECTION FOUR. PURCHASE PRICE; PAYMENT

- A. *Total Price.* The price for the surplus property that is the subject matter of this Agreement is ninety-five dollars (\$95.00).
- B. *Payment for Personal Property.* Payment for the surplus property is due from District on date of surplus property pickup.

SECTION FIVE. DELIVERY

- A. *Place of Delivery.* The place for delivery of the personal property sold under this Agreement is City's place of business at 9191 E. San Salvador, Scottsdale, Arizona. The personal property shall be delivered at a mutually agreed upon time, on or before July 31, 2023 at which time District shall pick up the personal property.
- B. *Right to Inspection.* District has the right to inspect the personal property at the place and time for delivery.

**SECTION SIX.
REMEDIES AND LIABILITIES**

A. *Allocation of Risk.* Any risk associated with the sale of the personal property rests with City up to the time District receives the personal property at the place of delivery and completes a proper inspection without rejecting the personal property. After delivery and inspection, the risk is with District including any risk associated with returning the personal property to City. After District has returned the personal property to City and City has received the personal property, any risks associated with the personal property revert to City.

B. *Exclusive Remedy of District.* The exclusive remedy of District under this Agreement is to return the personal property and the return of the purchase price for the personal property.

**SECTION SEVEN
ASSIGNMENT**

Neither City nor District may assign any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

**SECTION EIGHT.
BINDING EFFECT; SEVERABILITY**

A. *Binding Effect.* This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

B. *Severability.* In case any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

[Intentionally left blank]

The parties have executed this Agreement the day and year first set forth above.

City of Scottsdale

By: _____
Thomas Shannon
Fire Chief

City of Scottsdale

By: _____
Anna Henthorn
Interim Purchasing Director

Superstition Fire & Medical District

By: _____ -
Name
Title