BOARD OF DIRECTORS MEETING

November 17, 2021

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

KATHLEEN CHAMBERLAIN, BOARD CHAIRMAN
JEFF CROSS, BOARD CLERK
TODD HOUSE, BOARD DIRECTOR
JASON MOELLER, BOARD DIRECTOR
SHAWN KURIAN, BOARD DIRECTOR
Meeting Call-in Number (480) 646-1864 Access Pin Code: 1234

PURSUANT TO A.R.S. §38.431.02
Notice is hereby given to the general public the Superstition Fire & Medical District (SFMD) will hold a meeting on **Wednesday, November 17, 2021.** The meeting will be held at the Superstition Fire & Medical District’s Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the general 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 October 2021 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 October 20, 2021  
   B. Executive Session (#1) Minutes from October 20, 2021  
   C. Executive Session (#2) Minutes from October 20, 2021  
   D. Lost Dutchman Marathon Medical Staffing Agreement for 2022  
   E. 2022 Gold Canyon Arts Festival Medical Staffing Agreement  
   F. Copier Lease Agreement with SIMS Business Systems  
   G. Addendum to the Brycer LLC Contract (Compliance Engine Product)  
   H. State Fire Lease Extension for the Regional Training Center (RTC)

5. **Public Hearing in accordance with ARS §48-805.02 in order to hear taxpayer’s comments on the proposed Superstition Fire & Medical District tentative amended revenue and expenditure budget for Fiscal Year 2021/2022.**
6. Discussion and possible approval of the Final Amended Revenue and Expenditure Budget for FY 2021 / 2022, and adoption of Resolution 2021-11-17-07: Budget Adoption.

7. Discussion and possible approval of the modifications to the Board’s Procurement Policy.

8. Discussion and possible approval of the modifications to the Board’s Disposition Policy.

9. Discussion regarding the Fire Chief’s annual evaluation process.

10. 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 2021-11-17-08.

11. Discussion, presentation, and possible approval of the SFMD policies 1007 Incentives, 1008 Tuition Reimbursement, 1053 Earned Leave, 1013 (NEW) Ethical Standards, 1033 (NEW) Temporary Modified-Duty Assignments, and 1043 (NEW) Nepotism.

12. Senior Leadership Team Reports
   - Fire Chief John Whitney
   - Assistant Chief Richard Ochs
   - Assistant Chief Richard Mooney
   - Deputy Chief Jeff Cranmer
   - Administrative Services Director Anna Butel
   - Finance Director Roger Wood
   - Transportation Services Director Billy Warren
   - Captain John Walka

13. Possible vote to go into Executive Session for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and possible instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) re: the pending White personnel matter; AND

   Possible vote to go into Executive Session for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and possible instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) re: the pending Martinez personnel matter;

14. Discussion and possible action re: the pending White personnel matter; possible directions to the Fire Chief, staff and legal counsel relating to the same;

15. Discussion and possible action re: the pending Martinez personnel matter; possible directions to the Fire Chief, staff and legal counsel relating to the same;

16. New Business / Future Agenda Items

17. Announcements / Document Signing

18. 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: November 10, 2021
At: 1600 Hours
By: Sherry Mueller

The Superstition Fire & Medical District (SFMD) Administrative Office Board Meeting Room is accessible to the handicapped. In compliance with the Americans 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 – November 17, 2021
Agenda Item: 1

**Agenda Item Title**
Review and approval of the October 2021 financial reports and bank reconciliations.

**Submitted By**
Finance Director Roger Wood

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

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

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

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

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

**Enclosure(s)**
*Monthly Financials provided under separate cover

**Recommended Motion**
“Motion to approve the October 2021 financial reports and bank reconciliations.”
Superstition Fire & Medical District

Governinng 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 October 2021:

1. Financial Statement
2. Bank Reconciliations
   a. General (100) Fund
   b. Transport Services (150) Fund
   c. Capital Projects (200) Fund
   d. Bond Proceeds (300) Fund
   e. Special Projects (400) Fund
   f. Debt Principle (500) Fund
   g. Debt Interest (600) Fund
   h. Certificate of Participation Reserve (700) Fund

_____________________________________ _____________________________
Kathleen Chamberlain, Board Chair  Date
Governing Board Meeting – November 17, 2021
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 Rick Ochs

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

**November Anniversaries**

**21 Years:** Firefighter / Paramedic **July Ritschel**

**15 Years:** Software Administrator & IT Specialist **Lauren Daniel**

**8 Years:** Account Clerk Specialist – AP/AR **Jenn Burke**

**6 Years:** EMT **Ron Demarzo**
  - EMT **Justin Mueller**
  - Paramedic **Trevor Overson**
  - Paramedic **Jim Tucci**

**4 Years:** Paramedic **Jake Millan**
  - Firefighter Recruit **Lucas Martinez**
  - Firefighter **Mark Nelson**

**1 Year:** Firefighter **Benjamin Young**
Promotions
Jon Williamson – Battalion Chief
Lance Frawley – Captain
Chris Furgeson – Captain
Adam Rodriguez - Engineer

Recognition of Retirees
Engineer Robert Vande Krol 2002 – 2021
Firefighter / Paramedic Randall Vande Krol 2005 - 2021
Governing Board Meeting – November 17, 2021
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
Agenda Item Title
Consideration and possible approval of all consent agenda items as listed below:

A. Board Meeting Minutes from October 20, 2021 – Appendix A
B. Executive Session (#1) Minutes from October 20, 2021 – Appendix B
C. Executive Session (#2) Minutes from October 20, 2021 – Appendix C
D. Lost Dutchman Marathon Medical Staffing Agreement for 2022 – Appendix D
E. 2022 Gold Canyon Arts Festival Medical Staffing Agreement – Appendix E
F. Copier Lease Agreement with SIMS Business Systems – Appendix F
G. Addendum to the Brycer LLC Contract (Compliance Engine Product) – Appendix G
H. State Fire Lease Extension for the Regional Training Center – Appendix H

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 November 17, 2021.”
Governing Board Meeting – November 17, 2021

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 Tentative Amended Revenue and Expenditure Budget for Fiscal Year 2021/2022.

**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 Tentative Amended Revenue and Expenditure Budget for Fiscal Year 2021/2022. 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
Governing Board Meeting – November 17, 2021
Agenda Item: #6

**Agenda Item Title**
Discussion, consideration, and possible approval of the Final Amended Revenue and Expenditure Budget for FY2021 / 2022, and adoption of Resolution 2021-11-17-07: Budget Adoption.

**Submitted By**
Fire Chief John Whitney
Finance Director Roger Wood

**Background/Discussion**
A Final Amended Revenue and Expenditure Budget for Fiscal Year 2021 / 2022 is scheduled to be adopted at this Board meeting in correlation with the closing of a 20-day public comment period.

The Board will be presented with a budget that may still be modified and adjusted as the Board decides. It is suggested that the Board adopt the Final Amended Budget by adopting Resolution 2021-11-28-13 at this meeting.

The budget the Staff is presenting represents a tax rate of $3.25 per hundred dollars of secondary valuation for District operations, a $0.25 special assessment related to the Tax Override Initiative, and a $0.13 special assessment related to the JPMorgan Chase Refinancing Bond debt principal and interest repayment.

NOTE: A high level summary of the changes in the Amended Budget will be presented at the Board meeting.

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

**Enclosure(s) (all requiring signatures)**
Resolution 2021-11-17-07: Budget Adoption

**Recommended Motion**
“Motion to Adopt Resolution 2021-11-17-07 adopting the final amended budget in the amount of $55,056,329.67 for the fiscal year beginning July 1, 2021 and ending June 30, 2022 and giving notice to the public of the final amended budget.”
RESOLUTION 2021-11-17-07
Superstition Fire & Medical District Medical
BUDGET ADOPTION


WHEREAS, in accordance with the provisions of §48-805, Arizona Revised Statutes, the Governing Board did, on the seventeenth day of November 2021, made final amended 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 amended budget is on file and open to inspection by interested party; and

WHEREAS, in accordance with said provisions of the Arizona Revised Statues, and following public notice, the Governing Board met on the seventeenth day of November 2021, 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 amended 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, 2021 and ending June 30, 2022, in the amount of $55,056,329.67, and declare that such shall constitute the budget of the Superstition Fire & Medical District for such fiscal year.

PASSED AND ADOPTED THIS SEVENTEENTH DAY OF NOVEMBER 2021, BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Kathleen Chamberlain, Board Chairman

Jeff Cross, Board Clerk

Jason Moeller, Board Director

Todd House, Board Director

Shawn Kurian, Board Director
Go To Item 8

Go to Agenda

Governing Board Meeting – November 17, 2021
Agenda Item: #7

Agenda Item Title
Discussion and possible approval of the modifications to the Board’s Procurement Policy.

Submitted By
Fire Chief John Whitney
Finance Director Roger Wood

Background/Discussion
Staff is recommending modifications to the existing Procurement Policy: Documentation for the Purchase of Goods and Services, and/or Additions/Changes to Payroll. Split the existing policy into two separate policies:

Procurement Policy: Documentation for the Purchase of Goods and Services
   A. Increase in Threshold for Competitive Written Bids.
      - Threshold for competitive written bids for goods is increased to $7,500.
      - Threshold for competitive written bids for services is increased to $10,000
      - Check reports will be emailed to all Board members.
      - After receiving electronic response to and approval of the check reports by two Board members, members of the Accounting staff will generate manual checks that are electronically signed by the Board Chair and Board Clerk.

Payroll Policy.
      - Check reports will be emailed to all Board members.
      - After receiving electronic response to and approval of the check reports by two Board members, members of the Accounting staff will generate manual checks that are electronically signed by the Board Chair and Board Clerk.

Staff recommends the Board approve these modifications to both of the Board’s Procurement Policy and Payroll Policy effective December 1, 2021.

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

Enclosure(s)
Procurement Policy
Payroll Policy

Recommended Motion
“Motion to approve the recommended modifications to the Board’s Procurement Policy and Payroll Policy with the effective date of December 1, 2021.”
Policy 1200 – Procurement Policy: Documentation for the Purchase of Goods and Services

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 to ensure 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 by the originator before being submitted.
for review and approval per this Policy. It is the responsibility of the PO originator to ensure that all required signatures are documented on the PO, and that all required supporting documentation are turned into Accounting 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 where an item is needed by SFMD in an emergency to protect the public (see C3 below), an approved PO can (and must) be submitted after the purchase has occurred. In all cases, the buyer/purchaser 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 quote 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 BIDS

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 do 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 $2,499.99 – Can be approved by each of the following positions individually: Budget Manager (including Deputy Chief and Administrative Services Director), Assistant Chief, Battalion Chief, Fleet Manager, and Fleet & Facilities Support Specialist.
2. $2,500.00 to $24,999.99 – Must be signed by the originator of the PO, the Finance Director, and the Fire Chief.
3. $25,000.00 and greater – Must be signed by the originator of the PO, the Finance Director, the Fire Chief, AND must be submitted to the BOD for approval prior to purchase.

4.5 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 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, 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 approval prior to submission to Accounting for payment.
- Expense reimbursement requests must be submitted within the fiscal year of expense.

4.6 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 all refunds with be processed. Since the annual PO will be used for refunds of 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.

4.7 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.

The check reports are to contain the following for each check represented in the check report(s):

- Vendor Name
- Check Amount
- Expense Account
- Description of Expense
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 to ensure 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 approval of additions / changes to employee’s compensation and benefits (“Payroll”) 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 processing of Payroll 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 SFMD’s intent that all changes to an employee’s Payroll (compensation and/or benefits) be approved prior to implementation of the change.

3.1 **ADDITION OF NEW EMPLOYEES**

The budget for the addition of all new employee(s) must be included in the annual Fiscal Budget adopted by the BOD. The processing of the new employee’s payroll, benefits, and accruals are documented below.

3.2 **CHANGES TO EMPLOYEE PAYROLL**

All Payroll changes must be documented in writing with the following information, where applicable, documented on the Payroll Change Form (or equivalent electronic format):

1. Employee Name and Employee Number.
2. Employee’s division and shift (e.g., 56-Hour Sworn, 56-Hour Transport, etc.).
3. Effective Date of Payroll Change.
4. Employee’s Current and New Job Grade, Step, and Annual Base Wages.
5. Percent Change in Base Wages resulting from Payroll Change.

6. All appropriate current and future annual incentives (e.g., TRT, BSO, SCBA, Paramedic, and/or educational incentive).

7. FLSA Gross Up if applicable.

8. Total current and total future annual compensation (wages and incentives).

9. For Salaried employees, current and future bi-weekly and hourly total compensation.

10. For Hourly employees, current and future total hourly regular, overtime, and FLSA rates.

11. FLSA Status of the employee.

12. Reason for the change in Compensation.

13. Cell Phone Incentive, if applicable, and the amount per pay period.


All Payroll Change Forms must be signed by the HR Generalist (originator), and approved in writing by the Finance Director and the Fire Chief (or designee).

3.3 CHANGES TO EMPLOYEE BENEFITS.

All employee benefit changes and contributions must be documented in writing with the following information, where applicable, on the Employee Benefit Enrollment Form:

1. Employee Name and Employee Number.

2. Effective Date of Benefit Change.

3. District Section 125 Benefits:
   a. Per Pay Period (PPP) Benefit Dollars.
   b. PPP premium amount for all insurance coverages selected by the employee (medical, dental, vision, and/or AFLAC).
   c. PPP premium coverage provided by Benefit Dollars.
   d. PPP remaining Benefit Dollars, if any, that must be deposited into either a Health Saving Account (if the employee has selected a Health Saving Medical Plan), or the employee’s 457(b) Deferred Compensation account.
   e. PPP premium coverage not provided by Benefit Dollars that will be withdrawn from the employee’s after-tax take-home compensation.
   f. PPP premium amount for short term and/or long-term disability and voluntary life insurance, if selected by employee. These premium amount(s) will be withdrawn from the employee’s after-tax take-home compensation.
4. District 457(b) Deferred Compensation Benefit:
   a. PPP 457(b) Deferred Compensation being contributed by the employee.
   b. PPP 457(b) Deferred Compensation being matched by the District (the current benefit is a
dollar-for-dollar match with a maximum of $61.00 PPP by the District for every dollar
contributed by the employee.

Employees can contribute to their Health Savings Account and/or 457(b) Deferred Compensation account
up to the annual maximum allowed by federal IRS guidelines.

The Employee Enrollment Form is to be signed by the employee, the HR Generalist, and the Finance
Director.

3.4 CHANGES TO EMPLOYEE VACATION AND SICK LEAVE ACCRUALS.
All employee vacation accrual changes must be documented in writing with the following information
documented on the Employee Accrual Change Form:

1. Employee Name and Employee Number
2. Effective Date of Accrual Change.
   a. Payroll will apply the accrual change within the pay period it becomes effective. There is
   no prorating of the change.
3. Reason for Accrual Change

The vacation and sick leave accrual balances (“bank”) for employees transitioning from a 56-hour to a 40-
hour shift, or vice versa, are to be factored to reflect their new shift parameters as of the effective date of
the shift transition. All per pay period accruals and usage from the effective date forward are to be
accounted at their new shift parameter amounts.

The Employee Accrual Change Form is to be signed by the HR Generalist, and the Finance Director.

3.5 TERMINATION, RESIGNATION, OR RETIREMENT OF EMPLOYEE.
The final compensation (wages earned, accrued vacation, and accrued sick leave, if applicable) for an
employee who is ending their employment with the District is to be documented on the Employee Final
Paycheck Form.

All employee insurance premiums owed to the District along with the date each insurance benefit ends,
and/or any tuition reimbursement that is refundable to the District per policy, that are to be subtracted
from the final compensation of all employees is to be noted on the Employee Final Paycheck Form.

The Employee Final Paycheck Form must be signed by the HR Generalist (originator), and approved in
writing by the Finance Director and the Fire Chief (or his designee).
3.6 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 Payroll provided Accounting Staff receive email approval from two (2) Board members.

The check reports are to contain the following for each check represented in the check report(s):

- Vendor Name
- Check Amount
- Expense Account
- Description of Expense
Governing Board Meeting – November 17, 2021
Agenda Item: #8

**Agenda Item Title**
Discussion and possible approval of the modifications to the Board’s Disposition Policy.

**Submitted By**
Fire Chief John Whitney
Finance Director Roger Wood

**Background/Discussion**

Staff is recommending the following modification to the Disposition Policy:

   The Board delegates authority to the Fire Chief to sell non-inventoried surplus item such as used fire helmets, fire boots, and fire badges to separating firefighters at a reasonable nominal price as determined by the Fire Chief.

Staff recommends the Board approve this modification to the Board’s Disposition Policy effective December 1, 2021.

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

**Enclosure(s)**
Disposition Policy

**Recommended Motion**
“Motion to approve the recommended modification to the Board’s Disposition Policy with the effective date of December 1, 2021.”
Policy 1202 – Disposition of Surplus Property

1. PURPOSE

To establish policy and procedure for the disposition of surplus property. This policy is to apply to all Superstition Fire & Medical (SFMD) personnel.

2. GENERAL

From time to time, SFMD has a need to dispose of property that is no longer needed. The Board of Directors (BOD) has the sole responsibility for determining the surplus status of property and designating the manner of disposition of surplus property. The BOD, at their discretion, may delegate the authority of manner of disposition of surplus property.

3. POLICY

It is the policy of SFMD that property which is no longer needed, not cost effective to repair, is deemed obsolete, or is otherwise no longer useful to SFMD shall be itemized and presented to the BOD with a recommendation from the Fire Chief, or the Fire Chief’s designee, to be declared as surplus property.

3.1 TYPES OF SURPLUS PROPERTY

There are four (4) types of property SFMD may declare as surplus and divest itself of:

1. Real Property
   a. The BOD shall determine the manner in which surplus real property will be disposed of, and shall consider all available options of disposal including listing with a local real estate agent, trade, auction, or other manner of disposition which the BOD determines would be in the best interest of SFMD.

2. Titled Motor Vehicles and Apparatus
   a. As instructed by the BOD, the Fire Chief is authorized to dispose of surplus vehicles and apparatus through a public or private auction service (with an established reserve or minimum), bid process, or through the Arizona State Surplus. The Fire Chief should take into consideration the type and condition of the vehicle or apparatus, estimated monetary value, and relative usefulness to another public safety or governmental agency in his/her recommendation to the BOD. Any other means of disposition of a vehicle or apparatus will require prior approval by the BOD.
3. Other Inventoried Property

a. For the purposes of the policy, “Other Inventoried Property” includes personal property items which are not “capital assets” with SFMD’s inventoried property system; which means they do not have a capital asset tracking number, and are not carried on SFMD’s financial books as a capital asset. This may include such machinery and equipment, durable goods, and other similar non-capital assets of the SFMD.

b. The process will be to gather and itemize the surplus property as necessary. Any items not needed within SFMD shall be proposed to the BOD for designation as Surplus Property.

c. The BOD shall determine the manner in which surplus “Other Inventoried Property” shall be disposed of and shall consider all available options including a sale to another public agency (as described below), an internal auction, selling the items as scrap, selling the items thought the Arizona State Surplus, or any other manner of disposition deemed appropriate.

4. Non-Inventoried Property

a. For the purposes of this policy, “Non-Inventoried Property” includes property items that are not capital in nature, and are not tracked within the SFMD’s asset tracking system. With the exception of items described in 4b below, non-inventoried surplus property is to be disposed of within the same policy guidelines as Other Inventoried Property detailed in items 3b and 3c above.

b. For non-inventoried surplus times associated with firefighters separating from SFMD such as used fire helmets, fire boots, and firefighter badges, the BOD delegates authority to the Fire Chief, at his/her discretion, to sell any of these items to the firefighter that is separating service from SFMD. The sale price of such items is to be at a reasonable nominal price as determined by the Fire Chief.

3.2 SPECIAL CONSIDERATION TO PUBLIC SAFETY OR GOVERNMENTAL AGENCIES

In the event a public safety or governmental agency has a need for SFMD’s surplus property, the BOD may consider the benefit to SFMD or an overall benefit to public safety for a direct sale of surplus property for a minimal value.

3.3 NO REPRESENTATIONS OR WARRANTIES

The disposition of all SFMD surplus property will be “AS IS, WHERE IS” with no representations or warranties implied whatsoever.

3.4 NO PERSONAL USE OF SFMD PROPERTY

No SFMD property shall be taken by any employee at any time, including any item(s) declared as surplus, damaged, or otherwise unusable. Employees shall follow purchasing guidelines as any other purchaser of
SFMD surplus property, including participating in an internal, public, or private auction as deemed appropriate by the BOD.

3.5 PROCEEDS FROM THE SALE OF SURPLUS SFMD PROPERTY

1. Upon disposition of surplus property, SFMD will present to the buyer a receipt and release for all items bought and sold, or otherwise distributed, per this policy.

2. All proceeds, regardless of form (e.g., check or cash), along with a copy of the sale receipt documenting the agreed upon sale price, is to be immediately turned into Accounting for recording and deposit.

3. Real property, apparatus, and machinery and equipment valued at $5,000 or more should have the proceeds deposited in the Capital Projects Fund. The proceeds from non-capitalized equipment and machinery will be recorded in the General Fund unless otherwise directed by the BOD and in accordance with Generally Accepted Accounting Principles as applicable to SFMD.
Governing Board Meeting – November 17, 2021
Agenda Item: #9

**Agenda Item Title**
Discussion regarding the Fire Chief’s annual evaluation process.

**Submitted By**
Board Chairman Chamberlain

**Background/Discussion**
As part of the Fire Chief's contract, the SFMD Board of Directors will conduct an evaluation at the six-month mark. The evaluation form lays out goals and objectives for the Fire Chief on an annual basis. This form will create a record of those goals and feedback the Chief receives.

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

**Enclosure(s)**
Fire Chief Evaluation Form

**Recommended Motion**
N/A
Governing Board Meeting – November 17, 2021
Agenda Item: #10

**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 2021-11-17-08.

**Submitted By**
Fire Chief John Whitney
Union VP John Walka

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

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

**Enclosure(s)**
MOU
Resolution 2021-11-17-08

**Recommended Motion**
“Motion to approve the 2021 Memorandum of Understanding (MOU) between the Superstition Fire & Medical District and the United Mesa Firefighters, Local 2260, Superstition Chapter, and adopt Resolution 2021-11-17-08”
RESOLUTION 2021-11-17-08
Superstition Fire and Medical District Medical
ADOPTING THE MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS SEVENTEENTH DAY OF NOVEMBER, 2021 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Kathleen Chamberlain, Board Chairman                Jeff Cross, Board Clerk

Todd House, Board Director                       Shawn Kurian, Board Director

Jason Moeller, Board Director
Governing Board Meeting – November 17, 2021
Agenda Item: #11

**Agenda Item Title**
Discussion, presentation, and possible approval of the SFMD policies 1007 Incentives, 1008 Tuition Reimbursement, 1053 Earned Leave, 1013 (NEW) Ethical Standards, 1033 (NEW) Temporary Modified-Duty Assignments, and 1043 (NEW) Nepotism.

**Submitted By**
John Whitney, Fire Chief
Anna Butel, Admin Services Director

**Background/Discussion**
SFMD has been reviewing selected policies to ensure consistency with our policies and practices. Similar to the process used during the creation of the 2019/20 policy manual, these policies were provided to the Board on November 10, 2021. This time frame meets the 7-day minimum for board and membership review. Once the policies are approved in the November 17, 2021 meeting, the changes will go into effect.

**Enclosures**
- 1007 – Incentives
- 1008 – Tuition Reimbursement
- 1053 – Earned Leave
- 1013 – NEW Ethical Standards
- 1033 – NEW Temporary Modified-Duty Assignments
- 1043 – NEW Nepotism

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

**Recommended Motion**
“Motion to approve policies 1007 Incentives, 1008 Tuition Reimbursement, 1053 Earned Leave, 1013 Ethical Standards, 1033 Temporary Modified-Duty Assignments, and 1043 Nepotism.”
Policy 1007 – Incentives

1. PURPOSE AND SCOPE

The purpose of this policy is to identify the educational incentives available to Superstition Fire & Medical District members pursuant to the Memorandum of Understanding or the established personnel agreement.

2. POLICY

It is the policy of the Superstition Fire & Medical District that the incentives established in the Memorandum of Understanding, or the established personnel agreement, shall be available to all members who meet the defined requirements.

<table>
<thead>
<tr>
<th>Incentive (Full Time)</th>
<th>Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paramedic (Public Safety Only)</td>
<td>$7,500</td>
</tr>
<tr>
<td>Technical Rescue Team (Public Safety Only)</td>
<td>$3,250</td>
</tr>
<tr>
<td>SCBA (Public Safety Only)</td>
<td>$1,800</td>
</tr>
<tr>
<td>Battalion Safety Officer (Public Safety Only)</td>
<td>$2,100</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Educational Incentive</th>
<th>Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificate of Completion (Position Specific) For members hired prior to 11/17/2021</td>
<td>$600</td>
</tr>
<tr>
<td>Associate’s Degree</td>
<td>$1,200</td>
</tr>
<tr>
<td>Bachelor’s Degree, or above</td>
<td>$1,800</td>
</tr>
</tbody>
</table>
1. PURPOSE AND SCOPE

SFMD is dedicated to providing professional development opportunities for all employees and recognizes this development of its employees as an important element of its organizational mission. This program provides financial assistance for courses that are required to expand the employee’s knowledge and improve overall job skills, job-related requirements or complete a college degree program.

2. POLICY

All full-time employees are eligible for tuition reimbursement under the following guidelines:

1. Tuition will be reimbursed for the following types of training or education:
   a. Coursework that is directly job-related or expands the employee’s overall job skills.
   b. Coursework that will allow the employee to become more promotable within the fire district.
   c. Coursework that is required for a degree (Associates, Bachelors, or Masters) in a curriculum program.
   d. Coursework that is a beneficial skill set for SFMD, as determined by the Fire Chief.

2. All tuition reimbursement is subject to budget availability and discretion of the Fire Chief or designee. The Fire Chief or designee may prioritize approval of this program and limit tuition reimbursement funds to employees whose degree programs are in line with and closely support the district’s mission and strategic initiatives. Employees on probation are eligible to apply but may be required to submit additional information for approval.

3. Tuition will be reimbursed only for schools of which accreditation has been awarded from one of the following accrediting associations: Northwest Association, Middle States Association, New England Association, North Central Association, Southern Association, Western Association, or the accrediting association affiliated with the type of course offered. Accreditation information is available from each school.

4. A change to the approved original request for Pre-Approval Form (for courses added or dropped) must be submitted within 30-days of the course start date using an additional Request for Pre-Approval Form.
3. **REIMBURSEMENT**

An employee may be reimbursed, for tuition fees only, provided the following conditions have been met:

1. All required paperwork was completed and submitted in a timely fashion.
2. The course(s) were preapproved by the Fire Chief, or designee, prior to start of the course.
3. The course was successfully completed and a verification of grade requirements was submitted to HR.

Proof of paid tuition fees for the course(s) from the school or school’s website or payment receipt, grade report, and completed Request for Reimbursement Form must be submitted to the HR Office.

Employees must receive a "C" grade or higher in a course given by an accredited college, university, or authorized technical/trade/business school. Reimbursement will be paid at 100% for an A grade, 80% for a B grade, and 70% for a C grade. Pass or fail classes are not reimbursable.

Copy(ies) of the official grade report(s) and request for reimbursement must be submitted within 45-days from the end date of the course. Some graduate level programs may set higher standards for continued enrollment; therefore, the District will follow the grade standard set by the university.

The maximum amount of reimbursement per employee will be $7,800 per fiscal year. All 100 and 200 level classes will be based on the tuition rates of Central Arizona College, no matter what university or institution they are taken. All 300 level, 400 level, and graduate level courses will be paid at the tuition rates of the attending university.

Employees shall not be reimbursed for the cost of normal academic expenses such as administration fees, lab fees, books, recreation fees, etc.

The amount of reimbursement shall be reduced by any financial assistance the employee receives from any outside source. However, Veteran’s Administration assistance and student loans are not considered financial assistance for purposes of reimbursement. When applying for tuition reimbursement, the employee must notify the HR Office or designee of any financial assistance received from outside sources other than Veteran’s Administration assistance or student loans.

4. **REPAYMENT**

Employees who voluntarily terminate employment within 24-months from the date the tuition reimbursement check was issued shall be required to reimburse the fire district. Employees will be required to repay the paid amounts prorated at 1/24 per month. Retirement is considered a voluntary termination. Repayment of tuition will not be required for employees who are dismissed or resign in lieu of dismissal.

5. **ADDITIONAL REQUIREMENTS**
1. Employer-paid expenses for coursework are taxed, if applicable, based on the current IRS Code Section 127 policies.

2. The SFMD has the right to audit the employee's educational and financial records that may be contained in the employee's records at the institution attended. Any right that the employee may have pursuant to the Family Education Rights and Privacy Act of 1974, or any similar act, are waived by acceptance of tuition reimbursement.

3. There will be no exceptions to this policy regardless of the extenuating circumstances; therefore, there will not be an appeals procedure.
Policy 1053 – Earned Leave

1. PURPOSE AND SCOPE

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

2. POLICY

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

3. HOLIDAYS

The SFMD recognizes eleven (11) annual holidays as listed below:

1. New Year’s Day - January 1
2. Civil Rights Day - Third Monday of January
3. Presidents’ Day - Third Monday of February
4. Cesar Chavez Day – March 31
5. Memorial Day - Last Monday of May
6. Independence Day - July 4
7. Labor Day - First Monday of September
8. Columbus Day - Second Monday of October
9. Veterans Day - November 11
10. Thanksgiving - Fourth Thursday of November
11. Christmas - December 25

3.1 PUBLIC SAFETY AND TRANSPORTATION SERVICES EMPLOYEES

Public safety and transportation services employees assigned to a 56-hour work schedule are paid 11.20 holiday incentive hours for each of the eleven (11) holidays, regardless of whether they are scheduled to work on the holiday. Holiday incentive hours are paid at the employee's regular pay rate and will not be included in calculating any overtime.
3.2 40-HOUR EMPLOYEES

Employees assigned to a 40-hour schedule will be given one workday off for each of the eleven (11) holidays.

4/10s Work Schedule - Holidays that occur on Friday or Saturday will be observed on the previous Thursday. Holidays that occur on Sunday will be observed on the following Monday.

For employees assigned to the Fire Academy on a 5/8s Work Schedule – Holidays that occur on Saturday will be observed on the previous Friday. Holidays that occur on Sunday will be observed on the following Monday.

When District needs require a non-exempt, 40-hour employee to work on a holiday:

- The employee will be compensated for hours worked at their regular pay rate until they have reached 40 hours worked in the workweek.
- Holiday hours in the amount of the employee’s regular work day will be paid in addition to hours worked.
- Holiday hours are paid at the regular pay rate, and will not be included in calculating any overtime.

Flexibility in this process may be requested through the chain-of-command and will be at the discretion of the Fire Chief.

4. VACATION LEAVE

4.1 VACATION ADMINISTRATION AND ACCRUAL RATES

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

1. Vacation will be accrued each pay period based on the employee's assigned work schedule and years of service, unless otherwise specified, according to the accrual schedule below.

2. Employees must have enough accrued hours to cover the entire vacation leave requested. Employees may not schedule vacation leave based on hours they will accumulate in the future.

3. Employees may not schedule vacation leave more than one year in advance.

4. Vacation leave may be scheduled up to 12 hours prior to the start time of the vacation. Employees scheduling vacation during a shift rotation that has already begun, shall contact the Battalion Chief to make them aware of the change to the roster.

5. The vacation block requested must be available, and the request should be made at the appropriate time prior to the start of shift/workday, depending on the division the employee is assigned.

6. Employees will not accrue vacation leave during pay periods of uncompensated leave.
7. The vacation leave balance for an employee transitioning between the 56-hour and 40-hour work schedules shall be refactored to reflect the new schedule parameters as of the effective date of the schedule transition. All accruals and leave usage following the effective date shall be accounted for using the new schedule parameters.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>40-Hour Employees</th>
<th>56-Hour Shift Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hours Per Pay Period</td>
<td>Days Per Year</td>
</tr>
<tr>
<td>0 and 1</td>
<td>4.35</td>
<td>11.32</td>
</tr>
<tr>
<td>2</td>
<td>4.80</td>
<td>12.49</td>
</tr>
<tr>
<td>3</td>
<td>5.24</td>
<td>13.64</td>
</tr>
<tr>
<td>4</td>
<td>5.69</td>
<td>14.81</td>
</tr>
<tr>
<td>5</td>
<td>6.13</td>
<td>15.95</td>
</tr>
<tr>
<td>6</td>
<td>6.56</td>
<td>17.07</td>
</tr>
<tr>
<td>7</td>
<td>7.00</td>
<td>18.21</td>
</tr>
<tr>
<td>8</td>
<td>7.44</td>
<td>19.36</td>
</tr>
<tr>
<td>9</td>
<td>7.90</td>
<td>20.55</td>
</tr>
<tr>
<td>10</td>
<td>8.34</td>
<td>21.70</td>
</tr>
<tr>
<td>11+</td>
<td>8.78</td>
<td>22.84</td>
</tr>
</tbody>
</table>

4.2 PUBLIC SAFETY AND TRANSPORTATION SERVICES SHIFT EMPLOYEES

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

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

2. Minimum Vacation Blocks
   a. Employees on a 56-hour or work schedule must schedule vacation leave in a minimum of a 4-hour block and may increase in quarter-hour increments thereafter.
   b. Vacation leave taken between the hours of 1900 and 0700 must be taken as one 12-hour block.
   c. Vacation leave starting prior to 1900 may utilize the 4-hour minimum.
3. For the following days, a fourth suppression vacation position will be available. The Battalion Chief will use a random lottery to determine which employees will be authorized to take vacation leave on these days.
   a. Independence Day - July 4
   b. Thanksgiving - Fourth Thursday of November
   c. Christmas Eve - December 24
   d. Christmas - December 25

4. Employees on military leave will not count towards the available vacation positions.

4.3 40-HOUR EMPLOYEES

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

1. Employees must submit an email request to their direct supervisor for all vacation leave requests.

2. Employees should attempt to give at least 1 hour of advance notice for any vacation leave request. However, vacation leave may be approved within a shorter time frame at the supervisor's discretion.

5. SICK LEAVE

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

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

5.1 SICK LEAVE ADMINISTRATION

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

1. For the employee's or their care of a family member's:
   a. mental or physical illness, injury, or health condition;
   b. need for medical diagnosis, care, or treatment of mental or physical illness, injury, or health condition;
   c. or the need for preventive medical care.

2. Due to domestic violence, sexual violence, abuse or stalking, provided the leave is to allow the employee to obtain any of the following for the employee or the employee's family member:
   a. Medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual violence, abuse or stalking;
b. Services from a domestic violence or sexual violence program or victim services organization.

c. Psychological or other counseling;

d. Relocation or taking steps to secure an existing home due to the domestic violence, sexual violence, abuse or stalking;

e. Legal services, including but not limited to preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic violence, sexual violence, abuse, or stalking.

3. Or any other reason authorized by Arizona law.

For purposes of this policy, family member means any individual related by blood or affinity whose close association with the employee is equivalent of a family relation.

5.2 SICK LEAVE ACCRUAL RATES

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

1. Sick leave will be accrued each pay period based on the employee's assigned work schedule, according to the accrual schedule below.

2. Employees will not accrue sick leave during pay periods of uncompensated leave.

3. The sick leave balance for an employee transitioning between the 56-, or 40-hour work schedules shall be refactored to reflect the new schedule parameters as of the effective date of the schedule transition. All accruals and leave usage following the effective date shall be accounted for using the new schedule parameters.

<table>
<thead>
<tr>
<th>Work Schedule</th>
<th>Sick Leave Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>56-Hour Shift Employees</td>
<td>6.25 hours per pay period</td>
</tr>
<tr>
<td>40-Hour Daytime Employees</td>
<td>4.64 hours per pay period</td>
</tr>
<tr>
<td>Part-Time Employees</td>
<td>1 hour per 30 hours worked</td>
</tr>
</tbody>
</table>

5.3 SICK LEAVE REPORTING AND DOCUMENTATION

Employees should notify the appropriate supervisor of the need for sick leave as soon as practicable when they are unable to report for duty.

1. Employees assigned to a 56-hour work schedule shall report sick leave no later than 5:30 am on the morning of their shift to the on-duty BC.

2. Employees assigned to a 40-hour daytime work schedule shall report sick leave no later than 30 minutes prior to the start of their workday.
A medical release from a licensed physician may be required for sick leave absences that exceed three or more consecutive work/shift days. The work release must be submitted to the employee's supervisor prior to the employee's return to work. It should include the nature of the illness or injury, any treatment involved, and if the employee is fit to return to duty. The work release shall be forwarded to the Human Resources Department for records retention.

5.4 SUPERVISOR RESPONSIBILITIES

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

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

6. LEAVE DONATION PROGRAM

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

1. An employee can submit a request in writing to their supervisor to be placed in the Leave Donation Program when the employee has less than 40 combined hours remaining in all paid time off categories. Requests must then be forwarded to the Fire Chief or designee.

2. The Fire Chief or designee may approve the employee's request to participate in the Leave Donation Program for an employee with the employee's verbal or written consent.

3. Upon approval, the Fire Chief or designee will notify the organization by email that an employee has qualified for donated leave.

4. When a qualified SFMD employee has exhausted all other leave, members of the SFMD may transfer their vacation or sick leave hours to the requesting employee.

5. Employees wishing to donate leave must notify the Fire Chief's designee in writing to authorize the donation of leave hours.

6. No more than fifty percent of the donating employee's leave may be gifted to another employee.

7. Eligible donations will remain confidential. However, a copy of the donor's request will be placed in their employee file.

8. Donations will be utilized hour for hour. All donated leave will be given in one (1) hour increments.
9. Upon returning to work, any unused donated leave shall be credited back to the donating employee(s).

10. The Fire Chief or designee may make exceptions for employees who do not meet the written criteria for enrollment in the donated leave program. Exceptions will be issued in writing and signed by the Fire Chief or designee.

7. **EARNED LEAVE BUY OUT (ELBO)**

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

7.1 **VACATION LEAVE CAP**

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

<table>
<thead>
<tr>
<th>Work Scheduled</th>
<th>Vacation Leave Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>56-Hour Shift Employees</td>
<td>450 Hours</td>
</tr>
<tr>
<td>40-Hour Employees</td>
<td>320 Hours</td>
</tr>
</tbody>
</table>

7.2 **SICK LEAVE CAP**

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

<table>
<thead>
<tr>
<th>Work Schedule</th>
<th>Sick Leave Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>56-Hour Shift Employees</td>
<td>1,460 Hours</td>
</tr>
<tr>
<td>40-Hour Employees</td>
<td>1,040 Hours</td>
</tr>
</tbody>
</table>

7.3 **Conversion of Excess Sick Time to Vacation Time**

Employees 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. See current MOU for process information.

8. **SEPARATION FROM SERVICE PAYMENT**

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

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

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

8.2 SICK LEAVE PAYOUT

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

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

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

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

To identify standards of ethical behavior expected of all District employees consistent with state laws and District policies.

2. **POLICY**

It is the policy of this District that its members strive to attain the highest professional standard of conduct and discharge their duties in a courteous and professional manner. All members should be governed by the ordinary and reasonable rules of behavior observed by law-abiding and self-respecting citizens, and should conduct themselves at all times in such manner as to reflect favorably on the District. Conduct unbecoming of a member shall include that which discredits the District or the person as a member of the District or which impairs the operation or efficiency of the District or its members. Members should be courteous and respectful in their relations with all members of the District and the public.

Employees should follow ethics codes applicable to their professional organizations, licenses or certifications.

It is the policy of the District to promote ethical conduct and ensure public trust and integrity of the District. As a result, all employees are expected to:

1. Obey laws.
   a. Comply with all state and federal laws, and District policies relevant to the employee's job. This includes but is not limited to the following areas of particular emphasis.
   b. Conflict of interest provisions of state law which prohibit employees from participating in District business decisions involving the financial or property interests of themselves or a family member.

2. Gifts & Gratuities.
   a. Gifts and gratuities – nothing of value should be solicited for personal benefit, and nothing should be accepted if it could be construed as an attempt to exert improper influence on or reward any District decision or action. If, after consideration of the ethical standards expressed in this policy, a gift, personal benefit, or other item in excess of twenty-five dollars ($25.00) in value per person benefitting, is accepted, it must be declared in writing with Administrative Service’s office within five (5) business days of acceptance.
   b. The following items reflect legitimate public duties or purposes, or are otherwise not considered gifts to an employee for personal benefit that must be declared:
      i. Admission to events which are sponsored or funded in whole or in part by the District, if furnished by the District or sponsor(s) of such events;
ii. Reasonable hosting, including meals and refreshments, travel, and related expenses, furnished in connection with official speaking engagements, ceremonies or other work-related appearances on behalf of the District, when public or civic purposes are served;

iii. Gifts of goodwill or other tokens of appreciation accepted on behalf of the District, or in the case of food, accepted and shared with others in the work place.

iv. Items received and donated to a charitable organization.

3. Maintain personal integrity.
   a. Maintain the highest standards of personal integrity, truthfulness and fairness.
   b. Avoid the appearance of misconduct or impropriety in the performance of the duties and responsibilities of their position.
   c. Do not disclose confidential information for any unauthorized purpose.
   d. Members should not use their official position, official identification cards or badges to avoid the consequences of illegal acts or for other non-work-related personal gain.

4. Place the District and its citizens first.
   a. Place the interests of the District, the community and its citizens before personal or private interests in situations in which they may be in conflict.
   b. Support and implement the policy decisions, directions, and rules established by the District.
   c. Do not accept anything of value, including discounts on purchases, if the reason for the gift or discount is based on your employment with, or providing services to, the District. Discounts may be accepted if they are a) available to the public, b) provided by the District, c) available to government workers in general, d) available to other employee groups in or the region or e) offered to a class of professionals.
   d. Do not knowingly allow yourself, your uniform, equipment or other symbol of District employment to be used to endorse or promote any commercial activity. This does not apply to filming or photographing by the media or public of employees during normal work activities or during District activities or events that are open to the public.

5. Keep public duties separate from private life.
   a. Use District resources solely for official District business unless a limited personal use is expressly permitted by policy or if they are available for public use.
   b. Do not solicit other District employees on behalf of outside vendors.
   c. Members should not address public gatherings, appear on radio or television, prepare any articles for publication, act as correspondents to a newspaper or periodical, or release or divulge investigative information or information on any other matter of the District while
presenting themselves or in any way identifying themselves as representing the District, without the approval of the Fire Chief.

d. Employees may solicit for charitable, nonprofit fundraising events with prior approval by upper-level management, provided the solicitation does not disrupt or negatively affect the District's normal business activities.

6. Treat others fairly and equitably.

   a. Members should not be a party to any malicious gossip, report or activity which would tend to disrupt district morale or bring discredit to the District or any member thereof.

   b. Promote impartiality, fairness and equality under the law toward all with whom employees may have contact.

   c. Promote and maintain a work environment free from discrimination.

   d. Do not retaliate against any person who reports and/or participates in the investigation of a violation of this policy. Retaliation includes, but is not limited to, unlawful discrimination, refusing to recommend an employee for an opportunity for which he or she qualifies, encouraging hostility from co-workers, or any other negative, tangible employment action done intentionally.

3. PROCEDURES

An employee who has experienced, observed, or has knowledge of a violation of this policy should report it to their supervisor or further up the chain if the complaint is against the supervisor.

Formal complaints should be reported in writing.

All formal complaints will be investigated by Human Resources, or designee.

Following investigation of a formal complaint, recommendations will be made to the Fire Chief, or designee, for action if action is required. Recommendations for action may include corrective action or disciplinary action.

4. RESPONSIBILITIES

1. A copy of this policy shall be provided to employees at new employee orientation, along with a statement that employees can sign acknowledging receipt of the policy, and stating they are aware of the ethical standards and agree to comply with them.

2. Employees that believe they may have a conflict of interest about a District business matter should consult with their supervisor, or designee, who will evaluate the facts and provide guidance on the issue.

   a. Any employee who is or may be called upon to participate in a decision-making process in which the employee's participation would constitute a conflict of interest or the
appearance of a conflict of interest or impropriety, must immediately notify their supervisor.

b. If a conflict of interest exists, the law requires that the affected employee remove themselves from the decision-making process and not participate in the decision nor attempt to influence it in any way.
1. PURPOSE AND SCOPE

This policy establishes procedures for providing transitional duty assignments. This policy is not intended to affect the rights or benefits of employees under federal or state law, District rules or current memorandum of understanding.

2. POLICY

Subject to operational considerations, the Superstition Fire & Medical District may identify Transitional Duty assignments for employees who have an injury or medical condition resulting in temporary work limitations or restrictions. Transitional Duty is available for non-work-related injuries at the discretion of the Fire Chief or designee. In all cases, employees requiring Transitional Duty for work related injury, illness or disease will be given priority over non-work-related cases.

Any employee who is unable to return to full duty as a result of a work or non-work-related injury, illness or disease any time before, during or at the end of his/her Transitional Duty assignment will be referred to Human Resources for options, if any, regarding his/her job status. Referrals to Human Resources may occur at any time such opinion is rendered by either the employee’s attending physician or designated District physician.

In an effort to ensure maximum staffing utilization in achieving departmental goals, the department reserves the right to reassign employees during any Transitional Duty assignment. Reassignment may include a change of work hours and schedule, location or department within the District.

Transitional Duty assignments will be worked on a forty (40)-hour work week, as approved by the assigned supervisor, unless a reduced work week schedule is ordered by a physician.

While assigned Transitional Duty, employees may continue to wear department uniforms per policy, or dress consistent with the work group to which they are assigned. Exceptions may be granted if an employee’s medical condition warrants or as directed by a physician.

Transitional Duty work assignments are typically based on the physician’s Medical Tracking/Work Status Report, organizational needs, and employee’s skills. These work assignments are at the discretion of the employee’s Assistant Chief/Director or the authorized designee.

The District reserves the right to require an examination by a physician designated by the District and at the District’s expense to determine if the employee’s condition qualifies for the Transitional Duty Program.

2.1 WORK RELATED INJURY

District employees are covered by the District under the Arizona State Worker’s Compensation Act against injury, illness or disease occurring in the course of District employment. Transitional Duty will be assigned
in cases of work-related injury, illness or disease after receipt of an acceptable medical report typically a Medical Tracking/Work Status Report from the attending worker’s compensation physician placing the employee on Transitional Duty. Transitional Duty eliminates, minimizes or modifies lifting, walking or other physical or mental requirements that prevent an employee from returning to full duty and will be selected in accordance with the employee’s physical limitations as documented by the physician’s Medical Tracking/Work Status Report or an equivalent form. It may also entail performing all duties of his/her regular position on a part-time basis or with medically imposed limitations. This policy includes all District employees, including those working a 56-hour and 40-hour work schedule. Transitional Duty assignments will be matched with the employee’s skills and experience levels whenever possible.

Employees required to attend scheduled medical and/or physical therapy appointments as a result of a work-related injury, illness or disease, will be released from work to attend these appointments and will not be required to utilize sick, vacation, personal or unpaid leave if such appointments occur during his/her Transitional Duty assignment work schedule. Employees should schedule these appointments early or late in the work day to avoid any disruption of work.

2.2 NON-WORK-RELATED INJURY

Employees injured or medically unable to perform the essential functions of his/her position due to non-work-related incidents may request a Transitional Duty assignment through their Assistant Chief/Director or the authorized designee. The request will be reviewed by the Fire Chief or designee based on the availability of transitional work duties matching the employee’s skills and within the limitations indicated on the Medical Tracking/Work Status Report.

Employees must use sick or vacation leave for all non-work-related cases if medical and/or physical therapy appointments cannot be scheduled outside of his/her assigned work schedule.

3. GENERAL CONSIDERATIONS

The District reserves the right at any time to re-evaluate the necessity for and the duties of a Transitional Duty assignment and the performance of any employee in such assignment.

Transitional Duty is a temporary assignment with a limited term of 180 days. One request for extension of transitional leave beyond 180 days, for a specified period of time (not to exceed 180 days), may be submitted to Human Resources for consideration. All other cases will be referred to Human Resources for evaluation of job status.

The Family Medical Leave Act (FMLA) affords eligible employees with 12 weeks of job protection per year and may run concurrent with Worker’s Compensation and non-work-related injuries, illnesses and diseases. Refer to Human Resources for details pertaining to FMLA.

Employees placed on no-work status are not allowed to participate in Fire Department or District sponsored activities and any approved secondary employment is suspended except as approved by the Fire Chief or designee.
Employees on Transitional Duty assignment may attend Fire Department or District sponsored training if such training complies within the limitations set by his/her physician.

4. **PROCEDURES**

4.1 **WORK RELATED INJURY, ILLNESS OR DISEASE**

After initial medical treatment, the attending physician will complete a Medical Tracking/Work Status Report. If the physician assigns no-work status or limited-work status, the following process applies:

**No-Work Status**

1. If attending physician issues a no-work status, the employee (if physically able) is required to submit a copy of the physician’s Medical Tracking/Work Status Report to Human Resources immediately after the appointment and to the employee’s chain of command.
   
   a. Submittal of the Medical Tracking/Work Status Report may be done electronically

2. Human Resources will:

   a. Make the necessary notifications

   b. Contact the employee, informing him/her of all necessary requirements and pertinent information involving the Worker’s Compensation Claim and Transitional Duty program

3. The employee must provide an updated Medical Tracking/Work Status Report form to Human Resources after every doctor’s appointment related to the injury, illness or disease for which the employee is on no-work status

4. When applicable, the Battalion Chief will manage vacancies created by the employee’s no-work status

**Limited-Work Status**

1. If attending physician issues a limited-work status, the employee (if physically able) must submit a copy of the physician’s Medical Tracking/Work Status Report to Human Resources immediately after appointment and employees chain of command.

   a. Submittal of the Medical Tracking/Work Status Report may be done electronically

2. Human Resources will:

   a. Make the necessary notifications

   b. Contact the employee, informing him/her of all necessary requirements and pertinent information involving the Worker’s Compensation Claim and Transitional Duty program

3. The employee must provide an updated Medical Tracking/Work Status Report form to Human Resources after every doctor’s appointment related to the injury, illness or disease for which the employee is on limited-work status
4. The employee’s Assistant Chief/Director or the authorized designee will designate a Transitional Duty work assignment based on the physician’s stated work limitations, organizational needs and the individual’s skills.

5. When applicable, the Battalion Chief will manage vacancies created by the employee’s limited-work status.

Human Resources can be contacted for questions relating to the Transitional Duty process or an incident resulting in a work-related injury, illness or disease:

If an employee is unable to perform his/her Transitional Duty assignment due to an aggravation of the work-related injury, illness or disease or any change in an employee’s condition that appears to be outside the parameters of the latest on-file physician’s Medical Tracking/Work Status Report, the employee must be taken to his/her attending physician for re-evaluation and Human Resources must be notified. A Medical Tracking/Work Status Report form from this appointment must be submitted to Human Resources before the employee is approved to return to Transitional Duty.

In accordance with District policy, employees are eligible for a variety of leaves in the event of accident, injury, illness, death, required jury duty, military service, and other reasons while working a Transitional Duty assignment through the employee’s chain of command.

4.2 NON-WORK-RELATED INJURY, ILLNESS OR DISEASE

After receiving a physician’s conditional work release for a non-work-related injury, illness or disease, the employee may request a Transitional Duty assignment through his/her chain of command per District policy.

Approvals of Transitional Duty requests for non-work-related cases are made at the discretion of the Fire Chief or designee and Human Resources. In all cases, employees requiring Transitional Duty for work related injury, illness or disease will be given priority over non-work-related cases. Separate injuries will be evaluated to determine whether or not they are related and considered on the same timeline.

4.3 COMPENSATION

District employees will retain his/her specialty pay while on Transitional Duty. Skills associated with specialty pay will be utilized and considered when making Transitional Duty assignments.

Forty (40)-hour shift differentials do not apply to Transitional Duty assignments.

Employees are not eligible to work overtime hours while working a Transitional Duty assignment except as approved by the Fire Chief or designee.

Injuries that are considered long term (over 90 days) may result in the employee being transferred from a fifty-six (56) hour work week to forty (40) hour work week schedule. Employees transferring from a fifty-six (56)-hour work week to a forty (40)-hour work week will have accrued sick leave and vacation converted to, and accrued at, the forty (40)-hour rate. Sick and vacation accruals will be converted back...
to the fifty-six (56)-hour rate when the employee returns to that work schedule. In addition, employees transferred to a forty (40) hour work week will not be eligible for or receive FLSA pay during the time they are on the forty (40) hour schedule. FLSA eligibility will reinstate when the employee returns to the fifty-six (56) hour work schedule.

4.4 MEDICAL EXAMINATIONS

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

The District on a case-by-case basis may require a return to duty evaluation and/or reintegration process prior to returning an employee to full duty status.

4.5 PREGNANCY

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

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

Notification

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

4.6 PROBATIONARY EMPLOYEES

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

4.7 MAINTENANCE OF CERTIFICATION AND TRAINING

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

5.1 **EMPLOYEE RESPONSIBILITIES**

In accordance with District policy, every employee must immediately report every work-related injury, illness or disease, regardless of severity, to his/her supervisor.

Employees with an injury or illness on duty that requires medical intervention may not return to the workplace until a Medical Tracking/Work Status Report form completed by his/her Attending Physician has been provided and reviewed by the District’s Human Resources division.

The employee is required to report to the designated District Human Resources representative after each visit to the attending physician and provide a completed Medical Tracking/Work Status Report. Timely notification to Human Resources is required in order to make proper notification for staffing purposes, medical referrals, etc. This notification may be made by phone or email if circumstances dictate.

Upon release to transitional duty, the employee is required to report to Headquarters directly after the appointment the attending physician places them on Transitional Duty. If the employee cannot meet this expectation, a phone call to their Assistant Chief/Director or the authorized designee is required. Failing to report to a Transitional Duty assignment may result in the loss of worker’s compensation pay.

After receiving a physician’s conditional work release for a non-work-related injury, illness or disease, the employee may request a Transitional Duty assignment through his/her chain of command. Transitional Duty assignments are limited based on organizational needs and are at the discretion of the Fire Chief or designee and Human Resources.

Employees assigned to Transitional Duty must ensure that his/her work activities comply with the limitations set forth by the accepted physician’s work release. While the employee’s Assistant Chief/Director or the authorized designee is responsible for assigning duties based on the physician’s Medical Tracking/Work Status Report, the employee is ultimately responsible for his/her physical actions and is expected to communicate with his/her supervisor when duties appear to conflict with the physician’s medical release limitations.

5.2 **EMPLOYEE’S IMMEDIATE SUPERVISOR**

In accordance with District policy, all incidents involving a work-related injury, illness or disease must be reported to the employee’s immediate supervisor within twenty-four (24) hours, or sooner, if impacting daily staffing.

For 56-hour personnel, if off-duty, the employee must also notify the on-duty Battalion Chief within twenty-four (24) hours, or sooner, if impacting daily staffing.

5.3 **BATTALION CHIEF**
For 56-hour personnel, the employee’s Battalion Chief must ensure all vacancies are appropriately staffed for all on-duty and off-duty injuries. The Battalion Chief shall follow up on the completion of all required documentation for on-duty injuries and provide notification to Human Resources of any employee sustaining an off-duty injury that is reported through the chain of command.

5.4 ASSISTANT CHIEF/DIRECTOR

The Assistant Chief/Director or the authorized designee, of each division is responsible for the administration of the Transitional Duty Policy for his/her division and ensuring proper direction and supervision of Transitional Duty employees assigned to his/her cost center. Transitional Duty work assignments will be designated as necessary and according to the limitations set by the attending physician’s conditional work release.

5.5 HUMAN RESOURCES

Human Resources will act as case facilitator and the department liaison on all work-related injury, illness or disease cases. These responsibilities include:

1. Monitor all work-related injury, illness or disease cases and review all written reports for accuracy
2. Assist Assistant Chief/Director with the administration of the Transitional Duty Program
3. Supply all necessary paperwork to employees participating in Transitional Duty assignments
4. Make weekly and timely notifications and updates of all work-related injury, illness or disease cases to Assistant Chief/Director and Fire Chief
5. Monitor cases involving a non-work-related injury, illness or disease
Policy 1043 – Nepotism and Personal Relationships

1. PURPOSE AND SCOPE

The purpose of this policy is to ensure equal opportunity and effective employment practices by avoiding actual or perceived favoritism, discrimination or actual or potential conflicts of interest by or between members of this district.

2. POLICY

The Superstition Fire & Medical District is committed to fair and equitable treatment of all members; and strives to create a work atmosphere that is free of both actual and apparent conflicts of interest that could compromise this principle. For the purposes of this policy, a personal relationship is considered one that includes marriage, cohabitation, dating or any other intimate relationship beyond mere friendship.

3. RESTRICTED DUTIES AND ASSIGNMENTS

In order to avoid nepotism or other inappropriate conflicts, the following reasonable restrictions should apply:

1. Employees are prohibited from directly supervising, occupying a position in the line of supervision or being directly supervised by an employee who is a relative or with whom they are involved in a personal relationship.
   a. If circumstances require that such a supervisor/subordinate relationship exist temporarily, the supervisor should make every reasonable effort to defer matters pertaining to the involved employee to an uninvolved supervisor.
   b. When personnel and circumstances permit, the District will make a reasonable effort to avoid placing such employees in supervisor/subordinate situations. The District, reserves the right to transfer or reassign any employee to another position within the same classification in order to avoid conflicts with any provision of this policy.
2. Regardless of supervisory status, employees are prohibited from bidding the same unit with any other employee who is a relative or with whom they are involved in a personal relationship.
3. Employees are prohibited from participating in, contributing to or recommending promotions, assignments, performance evaluations, transfers or other personnel decisions affecting an employee who is a relative or with whom they are involved in a personal relationship.
4. Whenever possible, trainers should not be assigned to train relatives. Trainers are prohibited from entering into or maintaining personal relationships with any member they are assigned to train until such time as the training has been successfully completed and, if an employee, off probation.
3.1 EMPLOYEE RESPONSIBILITY

Prior to entering into any relationship, or other circumstance which the employee knows or reasonably should know could create a conflict of interest or other violation of this policy, the employee should promptly notify his/her uninvolved, next level of supervisor.

3.2 SUPERVISOR’S RESPONSIBILITY

Upon being notified of, or otherwise becoming aware of any circumstance that could result in or constitute an actual or potential violation of this policy, a supervisor should take all reasonable steps to promptly mitigate or avoid such violations whenever possible.

Supervisors should also promptly notify the Fire Chief, or designee, of such actual or potential violations through the chain of command.
Governing Board Meeting – November 17, 2021
Agenda Item: 12

Agenda Item Title
Reports

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

➢ Senior Leadership Team
➢ Labor

Recommended Motion:
N/A
Agenda Item Title:
Possible vote to go into Executive Session for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and possible instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) re: the pending White personnel matter; AND
Possible vote to go into Executive Session for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and possible instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) re: the pending Martinez personnel matter;

Submitted By:
Legal Counsel William Whittington

Background/Discussion:
Note: Executive Sessions are confidential pursuant to A.R.S. § 38-431.03(C).
Note: Legal action involving a final vote or decision shall not be taken at an executive session.

Financial Impact:
N/A

Enclosure(s):
None

Recommended Motion:
“Motion to go into Executive Session #1 at (State Time) for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and possible instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) re: the pending White personnel matter; AND Motion to go into Executive Session #2 for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and possible instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) re: the pending Martinez personnel matter.”
Governing Board Meeting – November 17, 2021
Agenda Item: 14

**Agenda Item Title**
Public Session. Discussion and possible action re: the pending White personnel matter; possible directions to Fire Chief, staff and legal counsel relating to the same.

**Submitted By**
Legal Counsel William Whittington

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

**Enclosure(s)**
n/a

**Recommended Motion**
*TBD*
Agenda Item: 15

**Agenda Item Title**
Discussion and possible action re: the pending Martinez personnel matter; possible directions to Fire Chief, staff and legal counsel relating to the same.

**Submitted By**
Legal Counsel William Whittington

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

**Enclosure(s)**
n/a

**Recommended Motion**
TBD
Agenda Item: 16

Agenda Item Title
New Business / Future Agenda Items

Financial Impact
N/A

Enclosure(s)
N/A

Recommended Motion:
“TBD”
Governing Board Meeting – November 17, 2021
Agenda Item: 17

**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
Agenda Item Title
Adjournment

Recommended Motion:
“Motion to adjourn the Board meeting.”
Appendix A

A. Board Meeting Minutes from October 20, 2021

Submitted By
Board Secretary Sherry Mueller

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

Financial Impact/Budget Line Item
N/A

Enclosure(s)
October 17, 2021 Board Meeting Minutes
Governing Board Meeting Minutes

October 20, 2021

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, OCTOBER 20, 2021. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT’S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

THIS MEETING WAS OPEN TO THE GENERAL PUBLIC (VIA CONFERENCE CALL) AND BEGAN AT 5:30 PM.

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

B. Pledge of Allegiance
   The Pledge of Allegiance led by former Board Member Larry Strand

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

   Senior Leadership Team in attendance were Fire Chief John Whitney, Assistant Chief Rick Ochs, Deputy Chief Jeff Cranmer, Administrative Services Director Anna Butel, Finance Director Roger Wood, Transportation Services Director Billy Warren and Fire Captain John Walka. Also in attendance was Sherry Mueller, Human Resources Generalist / Board Secretary and Legal Counsel William Whittington.

1. Review and approval of the September 2021 financial reports and bank reconciliations.

   Motion by Director House to approve the August 2021 financial reports and bank reconciliations.
   Seconded by Director Moeller
   Vote  5 ayes, 0 nays,  MOTION PASSED.

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

   October Service Anniversaries

   22 Years:
   - Engineer / Paramedic Mitch McCollough
   - Captain / Paramedic Craig Horvath
   - Battalion Chief Dave Pohlmann
   - Captain / Paramedic Jeremy Rocha

   14 Years:
   - Firefighter / Paramedic Sammy Ramirez
   - Captain Chris Robson
   - Captain / Paramedic John Walka
3. Call to the Public.
Due to the Covid-19 virus, the Board Meeting was a closed-door meeting to the public. A notice was posted on our website, front door, Regional Training Center and Station 264 with our conference call number and pin code if anyone from the public wanted to call in and listen to the meeting. There was no person from the public over the conference phone.

NONE

4. Consideration and possible approval of all consent agenda items listed below (BOD #2021-09-04):

A. Board Meeting Minutes from September 15, 2021
B. Executive Session Meeting Minutes from September 15, 2021
C. Special Board Meeting Minutes from September 20, 2021
D. Fire Inspector Contract for Services with Jerome Hansen
E. Lost Dutchman Marathon Medical Staffing Agreement
F. Disposition of Surplus Property – Seven Apparatus Seat
Fire Chief John Whitney requested that Consent Agenda Item 4.-E be pulled from the list to be revisited at a later date.

**Motion** by Director Moeller to approve all consent agenda items except for item 4.-E for October 20, 2021.

Item 4.-E is pulled from the list of Consent Agenda items.

**Seconded** by Director House

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

5. **Discussion, consideration, and possible action regarding the approval of the Tentative Amended Budget for Fiscal Year 2021 / 2022 Revenue and Expenditure Budget, and the adoption of Resolution 2021-10-20-06 which sets the date and time for the Board following the 20-day Public Comment Period as November 17, 2021 at 5:30 p.m. where the Board will discuss and possibly approve the Final Amended Budget for Fiscal Year 2021 / 2022.**

Fire Chief John Whitney and Finance Director Roger Wood provided an overview of the amended budget for FY2021/2022. There was discussion between the Board Members, Fire Chief Whitney and Finance Director Wood.

**Motion** by Director Moeller to adopt Resolution 2020-10-20-06 adopting a tentative amended budget in the amount of $55,056,329.67 for the fiscal year beginning July 1, 2021 and ending June 30, 2022 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 House

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

6. **Discussion regarding the certificate of destruction for District records.**

Administrative Services Director Anna Butel discussed the certificate of destruction for District records. The Superstition Fire & Medical District follows and complies with the Arizona State Library Archives and Public Records retention schedule. The records maintained by Arizona’s state and local governments are among the most valuable resources in their care.

Permanent records have enduring, historical, or research value that is retained permanently in an office or the Arizona State Archives after a period of use. Records are considered permanent if they have enduring administrative, fiscal or legal value to government or if they possess significant secondary research value beyond those for which they were created.

SFMD board meetings (including executive sessions) are recorded to assist in the production of minutes. We are moving forward with destruction to comply with the records retention schedule.

**No Motion**
7. Discussion and possible approval regarding the Fire Chief’s annual evaluation process.

The Board will have an evaluation of the Fire Chief at the six-month mark. The evaluation form lays out goals and objectives for the Fire Chief on an annual basis. This form will create a record of those goals and feedback the Chief receives. The Board reviewed the form that will be used for this purpose.

Administrative Services Director Anna Butel discussed the timeline for the evaluation process that will be finalized in Executive Session at the December 15, 2021 Board Meeting.

Motion by Clerk Cross to approve the Fire Chief Evaluation Form as presented.

Seconded by Director Kurian
Vote 5 ayes, 0 nays, MOTION PASSED

8. Senior Leadership Team Reports

Fire Chief Report
- Superstition Vistas
- CARES Act Funding
- Approach – Vision – Direction
  - Program Alignment
  - Budget manager
  - Direct Reports
- Policies, Policies, Policies
- Retirees
- Pre-Promotional – BC’s
- Mesa Temple
- Halloween Festival
- Kudos
  - Kelly Bartz – Citizen
- Medic 261 – DHS Inspection
  - Jake Millan, Ryan Markham, Justin Elliott, Jack Hafer, Steve Gereg, Sean Forrest
- L624-C & M264-C – EMS
  - Geof Shively, Dan McKinney, Chris Wohlforth, Steven Schaeken
  - Ronald DeMarzo, Trevor Overson
- Live Fire Suppression Crews – Specifically E261-B
  - Ryan Ledbetter, Colt Weddell, Andrew Tryon, Luke Mays

Fire Prevention and Community
- 10/19 – AJHS Career Fair
- 10/20 – City of AJ Mud Run
- 10/28 – Child & Family Resources Fire Safety Talk – 9:30 a.m. Flat Iron Park
- 10/30 – City of AJ Halloween Festival – Trunk or Treat
Growth & Development
- Oak Street Health
- Wells Fargo Bank, Gold Canyon
- Conditioned RV Storage, Gold Canyon
- Brookfield (Phase I) Residential, Multi-family and Commercial properties 1,823 units
- Brookfield (Phase II) 3,647 units (Total = 5,470)
- D.R. Horton (Phase I) 1,085 units
- D.R. Horton (Phase II) 1,194 units (Total = 2,279)

Operations
- Monthly Call Volume for September 2021: 907 / YTD Through September 2021: 8,103
- Total Incidents for September 2021: 907 / Total Incidents YTD Through September 2021: 8103
- Gilbert Regional Fire Academy Recruits Training
- In service training for new Firefighters who just graduated from the Phoenix Fire Academy
- BC preparation for BC Testing at the VIC (Virtual Incident Command Center) in Mesa

Transportation Services
- AZ Ambulance Association Conference participation
- Health Information Exchange Training (Health Current) participation
- Hospital Bed Delays – regional workgroup
- Admin Services collaboration on Personnel hiring
- Monthly Call Volume: July 2021 - 455; August 2021 – 447; September 2021 - 426

Administrative Services
- Jenn Burke successfully completed the process for Fleet and Facilities Support Specialist
- 3 Former employees have been hired as part-time TSP (Eric Rabago, Jacob Gracia and Anthony Giovanni)
- Battalion Chief testing is set to wrap up on 10/26
- Paramedic Interviews are next week for Transportation Services on 10/26/2021

Finance / Accounting Services
- Annual Audit will be moved earlier to 10/27/21 and 10/28/21 (from the week of 11/8/2021)
- CARES Act presentation

Labor
- Citizen Initiative
- Memorandum of Understanding
- Grant L/M Committee
9. Possible vote to go into Executive Session for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and possible instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) re: the pending White personnel matter; AND

Possible vote to go into Executive Session for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and possible instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) re: the pending Martinez personnel matter;

Motion by Director House go into Executive Session at 6:51 p.m. for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and possible instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) re: the pending White personnel matter; AND

Possible vote to go into Executive Session for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and possible instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) re: the pending Martinez personnel matter;

Seconded by Clerk Cross

Vote 5 ayes, 0 nays, MOTION PASSED

Executive Session adjourned at 7:15 p.m.

10. Public Session. Discussion and possible action re: the pending White personnel matter; possible directions to the Fire Chief, staff and legal counsel relating to the same.

The Board was back in Public Session at 7:16 p.m.

No action on this item.

No Motion

11. Public Session. Discussion and possible action re: the Martinez personnel matter; possible directions to the Fire Chief, staff and legal counsel relating to the same.

No action on this item.

No Motion

12. New Business / Future Agenda Items

13. Announcements / Document Signing

Director House stated that Gold Canyon now has a Chamber of Commerce and the Fire Chief should attend the mixers.

Fire Chief Whitney reminded the group of the Halloween costume-judging contest on 10/30/2021.
14. Adjourn

Motion by Director House to adjourn the Board Meeting at 7:22 p.m.
Seconded by Director Moeller
Vote 5 ayes, 0 nays, MOTION PASSED

Governing Board Approval:

___________________________
Board Clerk Jeff Cross
Sherry Mueller
Appendix B

B.  Executive Session (#1) Minutes from October 20, 2021

Submitted By
Board Secretary Sherry Mueller

Background / Discussion
Executive Session Minutes are not for official public record.

Financial Impact/Budget Line Item
N/A

Enclosure(s)
N/A
Appendix C

C. Executive Session (#2) Minutes from October 20, 2021

Submitted By
Board Secretary Sherry Mueller

Background / Discussion
Executive Session Minutes are not for official public record.

Financial Impact/Budget Line Item
N/A

Enclosure(s)
N/A
Appendix D

D. Lost Dutchman Marathon Medical Staffing Agreement for 2022

Submitted By
Assistant Chief Rick Ochs

Background / Discussion
This item is an annual EMS Standby agreement for the Lost Dutchman Marathon that is hosted within the Fire District. The SFMD has previously agreed to provide this service to the City of Apache Junction through our joint Intergovernmental Agreement. The SFMD will provide four off-duty personnel to serve as medical aid for the event as outlined in the attached agreement. The parameters of this agreement have been previously approved by the District’s attorney. Funding for this item has been allocated and approved in the 2021-2022 budget.

Financial Impact/Budget Line Item
100-40-52810-12

Enclosure(s)
Written Agreement
October 26, 2021

Dennis L. Lusk – Board Member
Lost Dutchman Marathon
CC: Liz Langenbach – City of Apache Junction

Re: 2022 Lost Dutchman Marathon; Medical Staffing Agreement

Mr. Lusk,

This Medical Staffing Agreement represents Emergency Medical Services (EMS) to be provided for The Lost Dutchman Marathon special event for Sunday, February 20, 2022. This is a joint agreement between The Lost Dutchman Marathon and the Superstition Fire & Medical District. The District agrees to provide EMS services for the Marathon on a no cost bases and is valid only for the event scheduled to occur on February 20, 2022. This agreement provides for Emergency Medical Technicians to staff medical aid posts and or to serve as roving medical aid services per direction of the Marathon, and as required by the Pinal County Special Event Application.

The District agrees to provide the following in the execution of this agreement:

- Provide one (1) District apparatus (Adaptive Response Vehicle), staffed with two personnel; certified as paramedic or EMT providers, a compliment of basic life support equipment and an automated external defibrillator (AED). This crew/apparatus will have the ability to be mobile or to stage at a location(s) to be determined by the Marathon Staff.

- Provide one (1) District Transport Capable Rescue Unit / Ambulance with two personnel; one (1) paramedic (advanced) provider and one (1) EMT (basic) provider, and a full complement of advanced life support equipment as required by the State of Arizona for the provision of advanced life support EMS. This unit will be staged at, and dedicated to the designated finish line area for the duration of the event.
  - Additional medical providers and medical equipment can be summoned from the closest available fire station as necessary throughout the event.

- Provide disposable medical supplies necessary to manage medical aid needs.

- Provide for the disposal of any/all medical waste or other bio hazard materials generated by the treatment of patients during the event.

- Provide communications equipment to facilitate contact with Regional Dispatch Center for the purpose of requesting additional resources or for the treatment or transport of persons during the event.
If all conditions and obligations are agreed upon by parties, the Fire District and The Lost Dutchman Marathon, this document and representative(s) signature(s) shall be considered and accepted as a binding agreement.

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

<table>
<thead>
<tr>
<th>Superstition Fire and Medical District</th>
<th>The Lost Dutchman Marathon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board Chair: _________________________</td>
<td>Agent: ________________________</td>
</tr>
<tr>
<td>Printed: ____________________________</td>
<td>Printed: ________________________</td>
</tr>
<tr>
<td>Board Clerk: ________________________</td>
<td>Co-Agent: ________________________</td>
</tr>
<tr>
<td>Printed: ____________________________</td>
<td>Printed: ________________________</td>
</tr>
</tbody>
</table>
Appendix E

E. 2022 Gold Canyon Arts Festival; Medical Staffing Agreement

Submitted By
Assistant Chief Rick Ochs

Background / Discussion
This item is an annual EMS Standby agreement for the Gold Canyon Arts Festival that is hosted within the Fire District. All cost associated are fully recovered by the SFMD through the agreement. The SFMD is agreeing to provide this service to the City of Gold Canyon Arts Festival on January 22, 2022. This is a joint agreement between the Gold Canyon Arts Council and the Superstition Fire & Medical District and is only valid for the scheduled event of January 22, 2022. 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.

Financial Impact/Budget Line Item
100-10-55345-41

Enclosure(s)
Written Agreement
October 13, 2021  
Maurice McCormick – Festival Coordinator  
Gold Canyon Arts Council  
(701) 371-6010  
mmccormick@vogellaw.com

Re:  
2022 Gold Canyon Arts Festival; Medical Staffing Agreement

Mr. McCormick,

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 22, 2022. This is a joint agreement between the Gold Canyon Arts Council and the Superstition Fire & Medical District, and is only valid for the scheduled event of January 22, 2022. 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 22, 2022 from the hours of 9:00am until 4:00pm.
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 the purpose of requesting additional resources for the treatment or transport of patients at the event.
5. Provide for the disposal of medical waste or other bio hazard 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 22, 2022 from the hours of 8:30am until 4:30pm (8 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 transportation of patients or response of additional emergency vehicles.
3. Signage to identify the medical aid services 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. Provide an un-obstructed access at all times for emergency vehicle traffic into the event.
6. Hand washing station equipped with water and hand soap/sanitizer located within the medical aid station.

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 575 N. Idaho Rd, Apache Junction, AZ, 85119 for this agreement to remain valid.

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

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

<table>
<thead>
<tr>
<th>Personnel costs:</th>
<th>Cost for 8 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Certified Paramedic/Firefighter @$71.06, per hour</td>
<td>$ 568.48</td>
</tr>
<tr>
<td>1 Certified EMT/Firefighter @$61.51, per hour</td>
<td>$ 492.08</td>
</tr>
<tr>
<td><strong>Total Cost for 8 hours</strong></td>
<td><strong>$1060.56</strong></td>
</tr>
</tbody>
</table>

*These costs represent actual hourly 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 as displayed above. The Invoice is payable within 30 days of receipt.**
Appendix F

F.  Copier Lease Agreement with Sims Business Systems

Submitted By
Lauren Daniel, Information Systems Coordinator

Background/Discussion
The service contract for the copier located in the office of the Fleet Services facility has expired. Additionally, during the last service visit, the technician made us aware that parts are no longer available to continue out-of-contract repairs on this copier.

This new copier will provide the same functionality, including black and color printing, faxing, and scanning, as well as a finisher that will hole punch, staple, and has a staple-less option for under 5 sheets of paper.

The lease is 60 months at $199 per month, which includes toner, service labor, and parts (not included: staples, paper). The agreement allows for 3,000 black prints with overages billed at $0.009 per print. Color printing has no minimum and will be billed at $0.06 per print.

Financial Impact/Budget Line Item
Copier Maintenance and Supplies (100-10-60180-08 and 150-10-60180-08)
Lease payment and service/supplies contract: $199 per month

Enclosure(s)
Sims Business Systems Sales Order
Copier Lease Agreement
**SALE ORDER**

Sims Business Systems | 124 West Julie Drive | Tempe, Arizona 85283 | 480-897-9498 fax | 480-345-4000 phone

**Bill to:**

Name: SUPERSTITION FIRE & MEDICAL DISTRICT  
565 N IDAHO ROAD  
City: APACHE JUNCTION  
ZIP: 85119  
Contact: LAUREN DANIEL

**Ship to:**

Name:  
Address:  
City:  
ZIP:  
Contact:  

<table>
<thead>
<tr>
<th>Date Requested</th>
<th>Date Scheduled</th>
<th>Date of Pick-up</th>
<th>Delivery Method</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Description</th>
<th>Product Code</th>
<th>Serial #</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RICOH LANIER IMC3000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>CABINET</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>FINISHER SR3260</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>BRIDGE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>HOLE PUNCH PU3080NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Purchase Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash with Order</td>
</tr>
</tbody>
</table>

| 8.1% Sales Tax |

<table>
<thead>
<tr>
<th>Service Agreement</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Base Billing:</th>
<th>Included in Lease</th>
<th>Bill from Sims</th>
<th>Bill from Leasing Company</th>
<th>Balance Due</th>
<th>Customer P.O.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Charge $:</td>
<td>$1,999.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Black Allowance: 3000</th>
<th>Overage @ $ 0.0090 per copy</th>
<th>Black Toner</th>
<th>Color Toner</th>
<th>OPC/Drums</th>
</tr>
</thead>
<tbody>
<tr>
<td>Color Allowance: 0</td>
<td>Overage @ $ 0.0600 per copy</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Free Installation of automatic meter collection utility. Contact Name & Email Address: _____________________

Should reporting system fail, client will be responsible to provide meters. Estimations will be as accurate as possible if meters are not reported.

**CUSTOMER ACCEPTANCE:**

X  
Authorized Signature:  
Date:  
Printed Name:  
Title:  

**SIMS BUSINESS SYSTEMS:**

X  
Authorized Signature:  
Date:  
Printed Name:  
Title:  

---
BY ACCEPTANCE OF THIS PROPOSAL AND EXECUTION OF THE EQUIPMENT SALES ORDER, THE BUYER OR BUYERS, JOINTLY AND SEVERALLY:

Give and grant to SIMS BUSINESS SYSTEMS (DEALER or Sims) a security interest in the goods and all attachments and accessories therefore to secure payment. The balance and all other sums payable by Buyer(s) under this agreement, and acknowledge that this agreement creates a purchase money security interest in the goods.

1. **Agree that:**
   a. The risk of injury to or loss of the goods shall rest upon Buyer(s), shall keep adequately insured.
   b. Buyer(s) will indemnify the DEALER against any loss and/or liability if any, Buyer has a right to and does discharge these contracts and
   c. Buyer(s) will not misuse, secrete, sell, encumber, remove or otherwise dispose of the goods and will not suffer or permit any lien, encumbrance or charge against the goods.

2. **Agree that if the DEALER in good faith believes that the prospect of payment or performance of Buyer(s) obligations hereunder is impaired or in the event attachment, garnishment, levy or execution or deficiency tax assessment is made against any Buyer(s) default in any payment of the performance of any agreement under this contract, then, at the option of the DEALER and without notice to or demand on buyer(s):**
   a. The entire amount unpaid on the agreement shall become due, and the same shall bear interest thereafter at the highest lawful rate until paid, or shall include a monthly service charge of 1-1/2% of the balance due, whichever is greater.
   b. Buyer(s) shall, in addition to that amount, any reasonable attorney's fees actually incurred by the DEALER enforcing this agreement.
   c. Subject to any applicable Arizona statutory provisions, the DEALER shall have all the rights and remedies of a secure party when a debtor is in default under a security agreement as provided under the Uniform Commercial Code as enacted in part when a debtor is in default under a security agreement as enacted in Arizona buyer(s) hereby acknowledging and agreeing that such rights and remedies include the DEALER's right to take possession and dispose of the goods after default and to apply the proceeds of disposition and to hold buyer(s) liable for any deficiency remaining after assembly and delivery of its goods to any reasonable place designated by DEALER, and the requirements of a reasonable notification to buyer(s) of the time and place of any public sale or of the time after which any private sale or other intended disposition is to be made shall be met if at least five (5) days prior notice thereof is sent to buyer(s) by mail, certified or not, at buyer(s) address on the face the place held out by the receipt of all communications relating to this contract.

3. **Agree that:**
   a. Times and strict performance are of the essence hereof.
   b. If the DEALER shall once or often extend the time for paying any unpaid part of the purchase price or fail to exercise any remedy for any breach hereof, such indulgence or forbearance shall not constitute a waiver of strict and prompt of the terms hereof nor preclude the subsequent exercise, without notice.

**MAINTENANCE AGREEMENT TERMS & CONDITIONS**

1. **The initial term of this Agreement shall be for a period of twelve (12) months or a period of ending on the date shown, and shall be automatically renewed, at the then current rate, for an additional period of twelve (12) months unless written notice of the termination is received by either the Customer or SIMS BUSINESS SYSTEMS (DEALER or Sims) at least forty-five (45) days prior to the expiration of the initial term of this Agreement or any renewal term thereof. This Agreement shall not be assignable or transferable by Customer without DEALER's prior written consent. DEALER may terminate this Agreement if equipment is sold or transferred to a third party, and upon any event all remaining payments shall become immediately due and owing. DEALER reserves the right to adjust maintenance pricing, terminate this Agreement, and/or assign the service of any equipment which has been relocated more than sixty (60) miles from DEALER's nearest Service Center. Equipment may not be relocated without the prior written approval of DEALER.**

2. **The pricing of this Agreement is based upon the number of clicks and/or the term of this Agreement. In the event of early termination by the Customer, all remaining charges shall become immediately due and owing. If this Agreement is calculated on a cost-per-click maintenance program, the early termination fee will be calculated according to the average of the actual usage from the beginning date of the Agreement, multiplied by the remaining months of the Agreement.**

3. **This Agreement does not cover network support beyond the specific equipment and included hardware listed on the front of this Agreement. All network support beyond the initial installation will be chargeable at Sims' standard time and materials rates, unless covered by a separate network support Agreement.**

4. **The minimum monthly Maintenance rate, any billable excess clicks, and all applicable taxes on such charges or on services rendered, or parts supplied hereunder, shall be due on the 20th (20) days from the date of the invoice. Sims may charge a monthly supply freight fee to cover costs of shipping supplies to Customers. All Maintenance Agreements are reviewed annually and are subject to adjustment based upon service costs and/or manufacturer's price increases. Customer agrees OEM parts and supplies are not required provided the parts or supplies meet or exceed manufacturer's specifications.**

5. **All required preventative maintenance and emergency service necessary to keep the Equipment in efficient operating order will be performed by Sims or its assigned Servicing Dealer during its regular business hours (8:00 a.m. - 5:00 p.m., Monday through Friday, except holidays) at no additional cost to Customer provided that the Equipment is in good working order on the date of commencement of this Agreement.**

6. **Service calls for operator function (adding or changing supplies, auto graduation/color calibration, removing misfeeds or any other Customer responsibility) will be subject to the normal and materials service charge at Sims' then current rate. Additional chargeable services include but are not limited to:**
   a. Equipment resulting from causes other than normal use: Customer's willful act, negligence or misuse; Customer's use of supplies or spare parts which do not meet published specifications and which cause abnormal frequent service calls or service problems; accident, failure or defects of electrical power; failure to provide air conditioning, heat or humidity control as required; abuse, theft, fire, water, or any other damage resulting from uncontrolled causes.
   b. Subsequent repairs made when personnel other than those of DEALER or its assigned Servicing Dealer perform service.
   c. Transportation and relocation - repairs resulting from unauthorized relocation of equipment from anywhere other than DEALER or its assigned Servicing Dealer. DEALER reserves the right to terminate this Agreement based upon damages to Equipment and to invoice Customer any and all remaining payments applicable to this Agreement.
   d. Shop where which Customer requests to be performed outside regular business hours.
   e. Shop reconditioning or modification to the Equipment except as specified by Dealer's Technical Service Department to assure greater performance of the Equipment.

All of the foregoing shall be invoiced in accordance with Dealer's established per-call rates and terms in effect. When in the Dealer's opinion the Equipment becomes of advanced age or usage exceeds manufacturer's specifications, and cannot be maintained in good working order through Dealer's routine preventive maintenance services, or if work beyond the scope of this Agreement is required, Dealer shall submit to Customer a cost estimate of such work. If Customer declines to authorize the same, Dealer shall have the right, on ten (10) days written notice to Customer, to terminate service under this Agreement as to any or all items of Equipment. Removed parts replaced by Dealer shall become property of Dealer. Dealer shall have full and free access to the equipment to provide service thereon. Neither Dealer nor an assigned Servicing Dealer shall be responsible for any delays in servicing the Equipment due to the inabilty or delay in obtaining a necessary part or supply.

7. **Dealer assumes no liability for operator error or damage caused by Customer.**

8. **DECLARER'S OBLIGATIONS AND WARRANTIES UNDER THIS AGREEMENT ARE IN LIEU OF (A) ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY WAIVED AND (B) ALL OTHER OBLIGATIONS OR LIABILITIES FOR DAMAGES INCLUDING, BUT NOT LIMITED TO: 1) PERSONAL INJURY OR PROPERTY DAMAGE, OR 2) LOSS OF PROFIT OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MAINTENANCE SERVICE CAUSED DIRECTLY OR INDIRECTLY BY STRIKES, ACCIDENTS, CLIMATIC CONDITIONS, OR REASON OF SIMILAR NATURE BEYOND ITS CONTROL. CUSTOMER AGREES THAT IF DEALER CAUSED ANY INJURY OR DAMAGE TO CUSTOMER OR CUSTOMER'S PROPERTY, WHICH SAID CLAIM IS NOT OTHERWISE WAIVED HEREIN, CUSTOMER AGREES THAT THE MAXIMUM AMOUNT THAT DEALER SHALL HAVE TO PAY CUSTOMER FOR SAID INJURY OR DAMAGE IS AN AMOUNT EQUAL TO THE SERVICES RENDERED TO THE CUSTOMER THAT CAUSED SAID INJURY OR DAMAGE.
CUSTOMER INFORMATION

FULL LEGAL NAME
SUPERSTITION FIRE & MEDICAL DISTRICT

STREET ADDRESS
565 N IDAHO ROAD

CITY
APACHE JUNCTION, AZ 85119

STATE

ZIP
480-982-4440

PHONE

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

SUPPLIER INFORMATION

FULL LEGAL NAME

STREET ADDRESS

CITY

STATE

ZIP

PHONE

FAX

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES
RICOH LANIER IMC3000, CABINET, FINISHER, BRIDGE, PUNCH

SERIAL NO.

STARTING METER

TERMINAL AND PAYMENT INFORMATION

60 Payments* of $ 199.00 If you are exempt from sales tax, attach your certificate. *plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes 3,000 B&W pages per month Overages billed monthly at $ 0.009 per B&W page*

Payment includes 0 Color pages per month Overages billed monthly at $ 0.06 per Color page*

END OF TERM OPTIONS
You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

DELIVERY & ACCEPTANCE CERTIFICATE
You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).
3. Maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain in the Equipment until this Agreement is terminated. You shall pay all applicable taxes, assessments and penalties related to the Equipment.

1. You shall pay all applicable taxes, assessments and penalties related to the Equipment. If we, or any one of our Representatives, determine that any tax or penalty is due and payable to us under this Agreement, you agree to pay us the costs of investigating and determining any tax or penalty due and payable.

5. INDEMNITY; INSURANCE: You shall indemnify us and our Representatives, and defend them, from all claims, demands, causes of action, judgments, losses, suits, damages, expenses, obligations, and liabilities (other than those borne by us and our Representatives under this Agreement) to the extent caused by or arising out of your breach of your obligations under this Agreement.

4. INSURANCE: You shall have insurance in effect that provides coverage on the Equipment against all risks of physical loss or damage, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, or whether insured or not. You agree to ensure that we receive your written notice of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any provisions of insurance shall be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

6. DEFAULT AND REMEDIES: You will be in default if (i) you fail to pay any Payment or other amounts due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or to perform under any material agreement with any other entity, (ii) you make or have made any false statement or misrepresentation to us, (iii) you or any guarantor dies, dissolves, liquidates, terminates exists or is otherwise unable to perform its obligations under this Agreement or any agreement with us, (iv) any event of default occurs under any agreement with us, or (v) if your right to possession of the Equipment is lost or removed. If any default occurs under this Agreement, we may, in our sole discretion, (a) terminate this Agreement and require that you return all of the Equipment to us, (b) repossess the Equipment, (c) stop your use of the Equipment, (d) stop you from using the Equipment, (e) stop using the Equipment, (f) stop using the Equipment, (g) stop using the Equipment, (h) stop using the Equipment, (i) stop using the Equipment, (j) stop using the Equipment, (k) stop using the Equipment, (l) stop using the Equipment, (m) stop using the Equipment, (n) stop using the Equipment, (o) stop using the Equipment, (p) stop using the Equipment, (q) stop using the Equipment, (r) stop using the Equipment, (s) stop using the Equipment, (t) stop using the Equipment, (u) stop using the Equipment, (v) stop using the Equipment, (w) stop using the Equipment, (x) stop using the Equipment, (y) stop using the Equipment, (z) stop using the Equipment, and (aa) stop using the Equipment. You agree to be responsible for all costs associated with the termination of this Agreement, including but not limited to attorneys' fees, court costs, and all other expenses incurred by us.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents related to its installation, use, maintenance and repair. Within 30 days after our request or such longer period as provided herein, you will either cease use and discontinue the operation of the Equipment or cause the Equipment to be dismantled or rendered inoperable. You agree to make the Equipment available for us to inspect and test at any time during the term of this Agreement.

3. The parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the document that is initialed, signed, and transmitted to us in the form of electronic data; (iii) delivery of this Agreement and any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured.

4. US PATENT ACT NOTE; ANTI-TELEMARKETING AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask you to provide documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are required to provide such documents. This Agreement may be amended from time to time and you agree to be responsible for providing such documents in a timely manner. You agree that, in connection with this Agreement, you will provide such documents to us in compliance with all laws and regulations, including but not limited to financial institutions. In addition, you agree to provide any other information that we may reasonably request in connection with the financing or any other aspect of this Agreement.

5. ASSIGNMENT; NO ASSIGNMENT; AGAINST THE EQUIPMENT; SECURITY INTEREST: You shall not assign or transfer, assign, encumber, pledge or sublease the Equipment or this Agreement, without our prior written consent. You are entitled to assign this Agreement to any affiliate, subsidiary or successor of yours, but such party will be subject to all of your rights and obligations hereunder.

6. END OF TERM: Unless the purchase option is $1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal-term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in a resale-ready condition, full working order and complete repair. You are SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DISK, DRIVES OR ANY OTHER STORAGE MEANS.
Appendix G

G. Addendum to the Brycer LLC Contract (Compliance Engine Product)

Submitted By
Assistant Chief Richard Mooney

Background / Discussion
SFMD is adding an addendum to the current contract with Brycer LLC. The addendum will allow SFMD to share revenue from fees collected by Brycer LLC through their Compliance Engine product. Currently, SFMD does not share any collect revenue by Compliance Engine. Compliance Engine is the third party, web based service for code officials to track and drive inspection, testing and maintenance code compliance for fire protection systems. The revenue share is a $13 (SFMD) and $17 (Brycer LLC) for the $30 charge for the service.

Financial Impact/Budget Line Item
Currently, Brycer LLC is tracking 568 systems in the Fire District. The expected revenue is $7384.

Enclosure(s)
Written Addendum
Superstition, AZ Addendum

This addendum modifies and replaces paragraph 2 of the agreement entered into between the parties on September 16, 2015. Paragraph 2 is replaced by the following:

2. **Fees**: Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution plus any additional fees charged by Client. Brycer will charge $30.00, retain $17.00 and remit $13.00 to Client per report. Brycer will remit to Client, on a quarterly basis, the amount by which the AHJ Fees exceed the amount of fees due and payable to Brycer in connection with third party inspectors use of the Solution. The amount of the fees due and payable to Brycer in connection with third party inspectors use of the Solution may be amended from time to time.

Acknowledged and Agreed to this _ day of __________, 20__:

[CLIENT]

By: __________________________
Its: __________________________

Brycer, LLC

By: [Signature]

[Name]
Appendix H

H. State Fire Lease Extension for the RTC

Submitted By
Assistant Chief Richard Mooney

Background / Discussion
The current State Fire lease agreement for the RTC expires on 12-1-2021. The goal of the extension is to align their agreement with SFMD’s agreement with AJUSD. The extension will allow time for SFMD to negotiate new agreements with both AJUSD and State Fire. Legal has revenue the Lease Agreement Extension with State Fire & SFMD.

Financial Impact/Budget Line Item
The State Fire lease rate will not change during the extension. SFMD will continue to collect the same revenue as the expiring agreement.

Enclosure(s)
Lease Extension Contract
LEASE AGREEMENT EXTENSION
BY AND BETWEEN
SUPERSTITION FIRE/MEDICAL DISTRICT
AND
ARIZONA DEPARTMENT OF FORESTRY AND FIRE
MANAGEMENT

This Lease is dated as of December 1, 2021, by and between Superstition Fire/Medical District ("Landlord" or "SFMD"), and Arizona Department of Forestry and Fire Management ("Tenant" or "State Fire").

Recitals

A. Landlord is the Tenant under a certain sub-lease by and between the Superstition Fire/Medical District and the Apache Junction Unified School District (AJUSD) on property owned by the United States Department of the Interior/Bureau of Land Management Recreation or Public Purposes Lease Serial No. A-17612 dated as of August 15, 1983 and renewed as of 2008 and 2013 (“BLM Lease”) for the real property of approximately 92.5 acres which includes that certain parcel of approximately 22 acres, together with improvements and fixtures (including Buildings A, B, E, F and G, parking areas, fenced areas and ball fields), commonly known previously as Thunder Mountain Middle School located at 3700 E. 16th Avenue, Apache Junction Arizona 85119 ("TMMS Property") and as illustrated on the attached Exhibit __.

B. Apache Junction Unified School District (AJUSD) is responsible for the BLM lease which has been extended and paid through 2018;

C. The parties should acknowledge that Landlord is a sub-tenant under BLM Lease. Both the AJUSD and BLM may be required to consent to this Lease, but they may also choose to terminate the underlying leases. In that event, this lease shall terminate automatically, without penalty of either party, effective on the effective date of termination as set forth under any notice of termination issued by BLM or AJUSD in conjunction with said underlying leases.

D. Landlord has determined it is in its best interests and desires to lease the following rooms in Building B; B101, B102 (includes B103), B104, B105, B106, B107, B109 (includes B108), B110, B115, B116 and B117.

E. Tenant has determined it is in its best interest, and desires to lease the following rooms in Building B; B101, B102, B103, B104, B105, B106, B107, B108, B109, B110, B115, B116 and B117. Total square footage of all rooms listed above is approx. 5,085 sq/ft.

F. This lease extension is intended to expire on or before June 30, 2022 to align with the lease date between SFMD and AJUSD. A new lease will be provided to State Fire prior to June 30, 2022, which will become effective July 1, 2022. The Term of this lease will align with the lease terms between SFMD and AJUSD.

For valuable consideration including the mutual promises contained in this Lease, the parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated into the terms and conditions of this Lease.

2. Leased Premises. Landlord hereby sub-leases to Tenant, for Tenant’s exclusive occupancy and use, the room identified in Building B of the property.

3. Term.
   a. The term of the Lease shall commence as of December 1, 2021 and continue through June 30, 2022 unless sooner terminated pursuant to the terms of this Lease.
4. **Rental Payments.**
   a. Tenant shall pay to Landlord a monthly lease payment in the amount of $3,390 payable in full within thirty days of receipt of invoice. Lease payment is for 5,085 Sq./Ft. of space.
   b. Lease payments shall be made to the Landlord at 565 N. Idaho Rd., Apache Junction, AZ 85119.

5. **Operational Expenses in additional Rent.**
   Operating Expenses in addition to Rent as defined in this Lease, are that of Electricity, Water and Gas, ("Utilities") not separately metered, Sewer and Refuse disposal (collectively “Utility Fees”). In addition to the monthly lease payments, Tenant shall pay as additional rent the following:
   a. Tenant shall pay $915 monthly for a ("Utilities Fee") calculated at 18% per Sq./Ft. This fee is payable in full within thirty days of receipt of invoice, and can be combined with the Rent payment. This payment shall be made to the Landlord at 565 N. Idaho Rd., Apache Junction, AZ 85119. Tenant has the right to review annual bills applicable to the additional expenses. If the District determines that the monthly amount of "Utilities Fee" is disproportionately high or low following a 12-month review the applied amount may be adjusted.
   b. Tenant is responsible for their own Telephone/Internet service, repairs and installation.
   c. Tenant is aware that no security services are provided for the Lease Premises. Landlord shall not be responsible for break-ins, injuries, vandalism, theft, or the harming of Tenants done by third parties during the term of this Lease Agreement. In conjunction of this, Tenant shall hold the Landlord harmless from, and indemnify the Landlord against any claims relating thereto.
   d. Tenant is responsible for regular maintenance expenses necessary or reasonably required to maintain leased buildings or rooms, including HVAC, plumbing, electrical systems and landscaping. Tenant shall make all payments for such repairs or improvements directly to the provider or vendor.

6. **Tenant’s Representation and Warranty.**
   Landlord represents and warrants that it is not in default of the BLM Leased Premises.

7. **Use.**
   a. Tenant will use the property only for uses consistent with Bureau of Land Management, or the underlying lease with AJUSD, requirements.
   b. Tenant is responsible for its compliance with all lawful statutes, codes, ordinances and conditions applicable to its use, maintenance, occupancy, operation the Leased Premises within its control.

8. **Shared Use.**
   a. Landlord and Tenant acknowledge that the Leased Premises is less than the entire property and Landlord reserves the right to lease or otherwise permit other entities or individuals use of the remainder of the property not included in the Lease.
9. **Insurance.**
   
a. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Shared-Use Lease Premises and property located on the premises.
   
b. Tenant shall maintain liability insurance on the Leased Premises with personal injury/death limits of at least $1,000,000.00 per occurrence and at least $2,000,000 aggregate together with a limit of at least $2,000,000.00 for damage to property.
   
c. Tenant shall deliver appropriate certificates of insurance to Landlord in a form and from an insurer acceptable to Landlord.
   
d. Landlord shall receive thirty (30) days advance written notice from the insurer prior to termination of such insurance policies.
   
e. Tenant shall maintain and carry comprehensive liability insurance for owned, non-owned or leased vehicles with a combined single limit per accident for property damage and bodily injury of not less than $1,000,000.00 per occurrence and at least $2,000,000 aggregate.
   
f. Tenant shall obtain the consent of Landlord, and if necessary the consent of AJUSD and BLM, before any construction or improvements are done to the Leased Premises. Tenant shall require its contractors or subcontractors working at, coming in or upon the Leased Premises, who construct any improvements to carry insurance equivalent to that required in Sub-paragraph A above. Tenant shall ensure that Tenant or its contractor shall maintain a Builder's All-Risk Policy during the course of any construction of improvements in an amount equal to the full amount of the cost of such Improvements and if applicable name Landlord as an additional insured thereunder.
   
g. Tenant shall also provide Landlord with evidence of statutorily required worker's compensation insurance for all employees working at, in or upon the Shared-Use Lease Premises.

10. **Termination.**
   
a. Upon any termination of the Lease, Tenant shall remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.
   
b. At the end of the lease term, Tenant shall restore the Leased Premises to substantially the same condition of the Premises at the commencement of this Lease.
   
c. Either party may terminate this Lease upon 365 days written notice.
   
d. In the event the BLM or AJUSD terminates its underlying lease agreement, this agreement shall automatically terminate effective on the effective date of said termination without penalty to either party.

11. **Destruction or Condemnation of Premises. Defaults.**
   
a. Either party may terminate this agreement if the Leased Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Leased Premises in a normal manner. In the event of destruction or damage, if the Tenant wishes to remain in possession of the Leased Premises, the Tenant shall be responsible for any repairs necessary to permit the Tenant to continue its business operations.
   
b. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 90 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults.
All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

12. Late payments.
For each payment that is not paid within 10 days after its due date, and if permitted by law, Tenant shall pay a late fee equal to 5% of the required payment.

13. Holdover.
If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph and prorated for any partial month.

The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

15. Remodeling or structural improvements.
With the consent of Landlord and, if required, from BLM and AJUSD, Tenant may make improvements to the Leased Premises. In that event, Tenant shall have the option to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Leased Premises as specified above. Tenant may also construct such fixtures on the Leased Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld.

Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Leased Premises to make inspections, provide necessary services, or show the unit to prospective tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Leased Premises. As provided by law, in the case of an emergency, Landlord may enter the Leased Premises without Tenant's consent.

17. Indemnity regarding use of premises.
To the fullest extent permitted by law, the parties mutually agree to indemnify, hold harmless, and defend the other and its officers, agents and employees from and against any and all losses, claims, liabilities, damage, cost and expenses, including but not limited to reasonable attorney fees and/or litigation expenses arising out of or resulting from indemnifying party’s negligent or intentional acts or omissions. The parties’ obligation to indemnify shall survive termination of this Lease.

18. Compliance with regulations.
Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

19. Relationship.
The relationship created by this Agreement is that of Landlord and Tenant and no other, it being understood that the Tenant is not a partner, joint venture, associate, agent, contractor, principal or servant of the Landlord. Insofar as Tenant's rights and remedies are concerned, there are no third-party beneficiaries who are intended to be included under this Agreement, such that only the parties may enforce any rights and/or remedies arising from this Lease.

20. Interference with operations.
If either party's operations materially and adversely affect the use of the Leased Premises, the affected party shall give prompt and reasonable notice specifying the corresponding objectionable practices and/or effect. If the matter is not resolved within 30 days of the written notice, the party giving notice may terminate the Lease with no further obligation beyond the termination date. Termination shall be the exclusive remedy available to the Tenant in the event of breach by Landlord of any provision of this Section 21.

Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Leased Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

22. Arbitration.
Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration. Parties agree to submit any dispute arising hereunder to a single arbitrator which shall be chosen by mutual consent; or, if agreement cannot be reached within thirty (30) days after demand to choose an arbitrator, by appointment by the Arbitration Desk of the Pinal County Superior Court. The decision of the arbitrator shall be binding and non-appealable and shall be fully enforceable as and/or may be reduced to a judgment in any court(s) of competent jurisdiction. Notwithstanding the foregoing, nothing in this paragraph shall preclude Landlord from filing and prosecuting to judgment any action seeking possession of the Leased Premises by means of an action sounding in forcible entry and/or detainer under applicable law, including a corresponding award of any unpaid amounts due and owing under this Agreement.

23. Assignability/subletting.
Tenant may not assign or sublease any interest in the Leased Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord.

All notices, demands or elections of whatsoever sort which this Agreement requires or permits either Party to give to the other shall be in writing and shall be personally delivered by a commercial courier service or shall be delivered by registered or certified mail, return receipt requested, postage prepaid and addressed to the respective Parties as follows:
Landlord
Attention: Fire Chief
Superstition Fire/Medical District
565 N. Idaho Rd.
Apache Junction, AZ 85119

Tenant
Attention: State of Arizona
Office of the State Forester
Arizona Department of Forestry and Fire Management
1110 W. Washington St #100
Phoenix, AZ 85007

Either Party may designate to the other in writing given in accordance with this paragraph a different address for service of notice. Notice by registered or certified mail shall be deemed served and received upon the date of actual receipt by the recipient or three (3) days after mailing—whichever is sooner.

This Lease shall be construed in accordance with the laws of the State of Arizona and venue shall be in Pinal County, Arizona.

This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

27. Severability.
If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

28. Waiver.
The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Lease.

29. Binding effect.
The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

30. Cancellation.
Either party may cancel this Lease in accordance with A.R.S. Sec. 38-511.

1. 38-511. Cancellation of political subdivision and state contracts: definition

A. The state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any
person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

LANDLORD:
Superstition Fire/Medical District

By: ___________________________ Date: ____________, 2021

______________________________
Chairperson

TENANT:
Arizona Department of Forestry and Fire Management

By: ___________________________ Date: ____________, 2021

______________________________