

VERSION 1.0
September 18, 2019



BOARD OF DIRECTORS MEETING

SEPTEMBER 18, 2019

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

TODD HOUSE, BOARD CHAIRMAN

KATHLEEN CHAMBERLAIN, BOARD CLERK

JEFF CROSS, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

LARRY STRAND, BOARD DIRECTOR



Superstition Fire & Medical District

Board of Directors Meeting Agenda

September 18, 2019

Mission Statement

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

The Board will hold a meeting on Wednesday, September 18, 2019. The meeting will be held at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the public and will begin at 5:30 p.m. local time.

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call

The following agenda items are scheduled for discussion at the board meeting. The Governing Board may or may not decide to take action on any or all items. The order of the agenda items may or may not be taken in the order listed.

- 1. Review and approval of the August 2019 financial reports and bank reconciliations. (BOD #2019-09-01)**
- 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2019-09-02)**
- 3. Call to the Public. (BOD #2019-09-N/A)**

A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.
- 4. Consideration and possible approval of all consent agenda items listed below (BOD #2019-09-03):**
 - A. Board Meeting Minutes from August 21, 2019
 - B. Executive Meeting Minutes from August 21, 2019
 - C. First Amendment to the Contract for Advisory Services with Galloway Asset Management, LLC
 - D. Gold Canyon Arts Festival Medical Staffing Agreement

5. **Discussion , presentation and possible approval of the 2019/2020 Operational Plan and possible adoption of Resolution #2019-09-18-07. (BOD #2019-09-04)**

6. **Discussion, presentation and possible approval of the following Policies brought for review at the August 21, 2019 Board Meeting for final approval at the September 18, 2019 Board Meeting. (BOD #2019-09-05)**
 - 800 – Records Management
 - 801 – Release of Records
 - 802 – Subpoenas and Court Appearances
 - 803 – Patient Medical Record Security and Privacy
 - 1008 – Tuition Reimbursement
 - 1015 Outside Employment
 - 1042 – Driver License Requirements

7. **Discussion and presentation of the following Policies brought for review at the September 18, 2019 Board Meeting for final approval at the October 16, 2019 Board Meeting. (BOD #2019-09-06)**
 - 400 – Fire Inspections
 - 403 – Code Enforcement
 - 404 – Alternative Materials and Methods Requests
 - 405 – Community Fire Station Visit Program
 - 406 – Fireworks Displays
 - 407 – Hazardous Materials Disclosures
 - 408 – Maximum Occupancy – Overcrowding

8. **Reports. (BOD #2019-09-07)**
 - Senior Leadership Team (SLT):**
 - Fire Chief Mike Farber**
 - Assistant Chief of Emergency Operations Richard Mooney**
 - Assistant Chief of Planning & Logistics Richard Ochs**
 - Deputy Chief Jeff Cranmer**
 - Administrative Services Director Anna Butel**
 - Finance Director Roger Wood**
 - Captain John Walka**

9. **New Business / Future Agenda Items. (BOD #2019-09-08)**

10. **Announcements (BOD #2019-09-N/A)**

11. **Adjourn (BOD #2019-09-09)**

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: September 12, 2019

At: 1500 Hours

By: Sherry Mueller

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

Governing Board Meeting – September 18, 2019

Agenda Item: 1

BOD#: 2019-09-01

Agenda Item Title

Review and approval of the August 2019 financial reports and bank reconciliations.

Submitted By

Finance Director Roger Wood

Background/Discussion

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

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

1. Cash Flow – All Governmental Funds.

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

2. Fund Account Bank Reconciliations.

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

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

*Monthly Financials provided under separate cover

Recommended Motion

"Motion to approve the August 2019 financial reports and bank reconciliations."



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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **August 2019**:

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

Todd House, Board Chair

Date



August 2019

Governing Board Meeting – September 18, 2019

Agenda Item: 2

BOD#: 2019-09-02

Agenda Item Title

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

Submitted By

Fire Chief Mike Farber

Assistant Chief Richard Mooney

Background/Discussion

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

September Service Anniversaries

34 Years of Service: Fire Chief **Mike Farber**

28 Years of Service: Assistant Chief **Rick Ochs**

27 Years of Service: BSO / Captain / Paramedic **Mike Paul**

21 Years of Service Awards:

Firefighter **Nat Erickson**

Firefighter **Shorty Johnston**

Assistant Chief **Rich Mooney**

Engineer **Jose Sepulveda**

19 Years of Service: Engineer **John Taylor**

17 Years of Service: Engineer **Jim Crowley**

Captain **Craig Halver**

Engineer **Aaron McDonald**

14 Years of Service: Captain **Ruben Briones**

Engineer **Tanner Fox**

Engineer **Rob McMinn**

Firefighter **Randy VandeKrol**

13 Years of Service: Firefighter **Eric Ellsworth**

Captain **Dustin Farber**

Firefighter **Ken Simkins**

2 Year of Service: EMT **Jack Hafer**

1 Year of Service: Firefighter **Travis Yates**



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Governing Board Meeting – August 21, 2019

Agenda Item: 3

BOD#: 2019-09-n/a

Agenda Item Title

Call to the Public

A.R.S. §38-431.01(H)

A public body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the public body.

At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda.

However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

Background / Discussion

Call to the Public is provided so citizens may address the public body (Governing Board) with matters concerning the fire district. Arizona public meeting law provides that the public body may discuss, consider, or decide only matters listed on the agenda and other matters related thereto. Since the public body will generally not know what specific matters may be raised at call to the public, they will be unable to act until the matter is placed on a subsequent meeting agenda (at the Board's discretion). The Board may also direct staff to follow up on the issue with the citizen.

Scheduled

None



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Governing Board Meeting – September 18, 2019

Agenda Item: 4

BOD#: 2019-09-03

Agenda Item Title

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

- A. Board Meeting Minutes from August 21, 2019 – **Appendix A**
- B. Executive Session Meeting Minutes from August 21, 2019
- C. First Amendment to the Contract for Advisory Services with Galloway Asset Management, LLC – **Appendix C**
- D. Gold Canyon Arts Festival Medical Staffing Agreement – **Appendix D**

Background/Discussion

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

Recommended Motion

“Motion to approve the consent agenda items for September 18, 2019.”



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Governing Board Meeting – September 18, 2019

Agenda Item: #5

BOD#: 2019-09-04

Agenda Item Title:

Discussion, presentation and possible approval of the 2019/2020 Operational Plan and possible adoption of Resolution 2019-09-18-07, formally adopting the 2019/2020 Operational Plan.

Submitted By:

Fire Chief Mike Farber

Administrative Director Anna Butel

Background/Discussion:

Fire Chief Mike Farber will present the FY 2019/2020 Operational Plan to the Board.

Financial Impact:

N/A

Enclosure(s):

Resolution 2019-09-18-07

*FY 2019/2020 Operational Plan under separate cover

Recommended Motion:

“Motion to approve the Fiscal Year 2019/2020 Operational Plan and to adopt Resolution 2019-09-18-07 fully adopting the 2019/2020 Operational Report.”



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RESOLUTION 2019-09-18-07
Superstition Fire and Medical District Medical
ADOPTING THE 2019/2020 OPERATIONAL PLAN

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, FULLY ADOPTING THE 2019/2020 SFMD OPERATIONAL PLAN.

WHEREAS, the Board acknowledges the importance of having an Operational Plan each Fiscal Year to determine the strategic initiatives set for the year; and

WHEREAS, the Operational Plan continually has linkage to the SFMD Declaration of Ideals, the Code of Conduct, and the SFMD Strategic Plan;

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 adopts the 2019/2020 SFMD Operational Plan.

PASSED AND ADOPTED THIS EIGHTEENTH DAY OF SEPTEMBER 2019 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Todd House, Board Chairman

Kathleen Chamberlain, Board Clerk

Jason Moeller, Board Director

Larry Strand, Board Director

Jeff Cross, Board Director

Governing Board Meeting – September 18, 2019

Agenda Item: #6

BOD#: 2019-09-05

Agenda Item Title

SFMD Policy Manual – Policies reviewed in August.

Submitted By

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

In the August Board of Directors meeting, the following policies were submitted for review:

- 800 – Records Management
- 801 – Release of Records
- 802 – Subpoenas and Court Appearances
- 803 – Patient Medical Record Security and Privacy
- 1008 – Tuition Reimbursement
- 1015 Outside Employment
- 1042 – Driver License Requirements

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

Financial Impact(s)/Budget Line Item

NA

Recommended Motion

“Motion to approve policies: Records Management, Release of Records, Subpoenas and Court Appearances, Patient Medical Record Security and Privacy, Tuition Reimbursement, Outside Employment and Driver License Requirements.”



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Governing Board Meeting – September 18, 2019

Agenda Item: #7

BOD#: 2019-09-06

Agenda Item Title

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

Submitted By

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

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

Financial Impact(s)/Budget Line Item

NA

Enclosure(s)

- 400 – Fire Inspections
- 403 – Code Enforcement
- 404 – Alternative Materials and Methods Requests
- 405 – Community Fire Station Visit Program
- 406 – Fireworks Displays
- 407 – Hazardous Materials Disclosures
- 408 – Maximum Occupancy – Overcrowding

Recommended Motion

No motion at this time.



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Fire Inspections

400.1 PURPOSE AND SCOPE

State

This policy provides guidance for the enforcement of fire codes through periodic inspection within Superstition Fire & Medical District's jurisdiction. Additionally, this policy establishes the minimum standards for inspection frequencies of all buildings in the district's jurisdiction.

400.2 POLICY

State MODIFIED

The Superstition Fire & Medical District is committed to improving public safety through the enforcement of building standards relating to fire and public safety as adopted by the Arizona Office of the State Fire Marshal (OSFM) and published in the Fire Code, the Insurance Services Office (ISO), and any other regulations or ordinances that have been formally adopted by the District for the prevention of fire or the protection of life and property against fire (AAC § R4-36-201).

400.3 RESPONSIBILITIES

State MODIFIED

The Fire Chief or the authorized designee shall develop a periodic inspection program based on the risks to life and property for occupancies within the Superstition Fire & Medical District's jurisdictional boundaries. The inspection program will comply with the Fire Code, ISO, and any local amendments or ordinances specific to the District. The district fire inspection program will be administered by the Planning and Logistics Division and Fire Prevention Department under the responsibility of the Fire Marshal (AAC § R4-36-201).

400.4 INSPECTION PROGRAM GUIDELINES

Best Practice MODIFIED

The Fire Marshal should develop an inspection program based on community risk reduction through education and enforcement. Inspections should be identified by risk, hazard, occupancy, frequency, required state law, and the district's adopted Fire Code.

400.5 HAZARDOUS OCCUPANCIES

State MODIFIED

Facilities that handle, store or use hazardous materials should be inspected for compliance with applicable provisions of the Fire Code as well as the accuracy of any required hazardous materials facility plan (ARS § 49-127) and Tier II Reporting on an annual basis.

400.6 RIGHT OF ENTRY

State

Superstition Fire & Medical District

Policy Manual

Fire Inspections

If a building or premise to be inspected is occupied, the inspector shall present credentials to the occupant and request entry. If the building or premise is unoccupied, the inspector shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premise and request entry.

If no permission to enter is granted, the inspector should work with legal counsel to secure entry in a manner provided by law, such as obtaining an administrative search warrant (ARS § 37-1384).

400.7 INSPECTION FEES

State **MODIFIED**

The District may charge any fire inspection fees adopted by the District Fire Board of Directors. The fee assessed shall not exceed the estimated reasonable cost of providing the service for which the fee is charged (ARS § 37-1382).

400.7.1 RE-INSPECTION FEES

State

If a violation is discovered during an inspection, the follow-up inspection to ensure the corrections have been made should be conducted at no cost to the owner or occupant. Should the owner or occupant fail to comply with inspection requirements on the follow-up visit and an additional visit is required, a fee as adopted by the District or fire district may be assessed (ARS § 37-1382).

Code Enforcement

403.1 PURPOSE AND SCOPE

State

The purpose of this policy is to establish the process by which the Superstition Fire & Medical District will enforce District fire and life-safety codes during inspections (AAC § R4-36-201).

403.2 POLICY

Best Practice

It is the policy of the Superstition Fire & Medical District to use inspections to help reduce the risk of injury or death due to fire and life-safety code related violations, and increase the safety of building occupants, the community and emergency responders.

403.3 PROCEDURE

Best Practice

The Superstition Fire & Medical District may issue correction notices when violations of the Fire Code are found during fire and life-safety inspections.

Any violation determined by an inspector to pose an immediate fire danger or threat to life-safety should be referred to the Fire Marshal as soon as practicable.

403.3.1 INITIAL INSPECTIONS

Best Practice

An initial inspection should be made to determine if any violations exist and identify the code sections violated. A notice of correction should be issued for violations. The written correction notice should describe the conditions deemed to be unsafe, identify the code section violated and, when compliance is not immediate, specify a time for re-inspection, typically to occur within two weeks. This time frame may be adjusted at the inspector's discretion and based on the type of violation.

All inspections, meetings and telephone conversations should be documented and an inspection report completed including names, telephone numbers, dates, violations and any other pertinent information related to the inspection. All documentation should be maintained in an inspection file.

A copy of the inspection report should be left with the responsible party.

403.3.2 RE-INSPECTIONS

Best Practice

Violations that pose an immediate hazard to life or property should be corrected before the inspector leaves the premises (e.g., a required exit being chained or locked).

All other violations should be corrected by the date identified in the correction notice for re-inspection.

Superstition Fire & Medical District

Policy Manual

Code Enforcement

Generally, no more than two re-inspections should be conducted before escalating the process as provided in this policy.

403.3.3 TIME EXTENSIONS FOR COMPLIANCE

Best Practice MODIFIED

An inspector may extend the compliance period if reasonable progress is being made toward correcting the violation, or if a plan is established for completion and life and property are not being compromised. Extensions should only be granted when the inspector believes there is a high probability of obtaining complete compliance. The inspector may request the responsible person submit a statement in writing, detailing the reason for the extension and the new compliance date.

If compliance has not been achieved following the second or third re-inspection, the inspection should be referred back to the Fire Prevention Department for disposition.

403.3.4 FINAL NOTICES

Best Practice MODIFIED

A final notice may be used as the last warning notice issued prior to civil or criminal action. A final notice is not required prior to initiating legal action.

A final notice of violation should be provided to the violator by certified mail return receipt requested and should:

- Set a date by which the violator must correct the violation.
- Notify the violator of the date of the final re-inspection to verify code compliance prior to initiating legal action.

Alternative Materials and Methods Requests

404.1 PURPOSE AND SCOPE

State

The purpose of this policy is to establish a procedure for receiving and processing requests for the use of Alternative Materials and Methods (AMM) in accordance with the Fire Code (AAC § R4-36-201).

404.1.1 DEFINITIONS

State

Definitions related to this policy include:

Alternative materials and methods (AMM) request - A request from a permit applicant to deviate in some manner from the requirements of the Fire Code, consisting of the applicant and project information; a summary of the issue and the solution being proposed; identification of the specific Fire Code reference and the intent of the code; a description of why the standard requirements are not possible, feasible or desirable; and a detailed description of the alternatives being proposed to mitigate the deficiency or code requirement.

404.2 POLICY

State

It is the policy of the Superstition Fire & Medical District that requests for AMM shall be evaluated by the Fire Marshal or the authorized designee for compliance with the Fire Code.

404.3 PROCEDURE

Best Practice

The following procedures have been established to assist district members in determining whether a proposed AMM is at least equivalent to that prescribed by the Fire Code in quality, strength, effectiveness, fire resistance, durability and safety.

404.3.1 PROJECT INFORMATION

Best Practice

For commercial, multi-family residential and residential tract projects, the applicant shall provide the following written information in addition to the plans necessary to evaluate the project:

- (a) Relevant project information, including:
 1. The project name, address, contact person and telephone number.
 2. The owner's name, address and telephone number.
 3. Other specific information identifying the project as required (e.g., development permit type, tract, lot number).
- (b) The Fire Code section or a reference to the specific requirement for which the AMM is requested.

Superstition Fire & Medical District

Policy Manual

Alternative Materials and Methods Requests

- (c) The alternative fire protection measures that will be taken as part of the AMM proposal and how they establish equivalency to those prescribed in the code.
- (d) Any additional information identified by the Superstition Fire & Medical District.

404.3.2 SUBMITTAL PROCESS

Best Practice

- (a) One copy of the AMM proposal and other supporting information is required to be submitted to the Superstition Fire & Medical District. Applicable fees due, in the amount indicated by the fee schedule currently in effect, should be paid upon submittal of the AMM proposal.
- (b) AMM requests will be evaluated by the Fire Marshal or the authorized designee. All such requests are evaluated on a case-by-case basis. Approval of an AMM request is based upon several factors, including, but not limited to, the level of equivalency achieved, the effect of the AMM on fire and emergency response and site conditions. All evaluations will be performed in the context of the specific project being reviewed.
- (c) If the AMM proposal provides an equivalent level of protection, considering all related conditions pertaining to the project, the Fire Marshal or the authorized designee will issue a written response granting approval. Such approval may be conditional upon implementation of additional requirements listed in the AMM approval that were not part of the original AMM proposal. Approval is granted only for the specific project under review and the conditions for approval shall not be construed as applicable to any other project.
- (d) In the event the AMM proposal does not provide an equivalent level of protection, the request will be denied and a written denial will be issued.
 - 1. Should the applicant submit a different AMM request for the same project or choose to revise and resubmit the previously denied request, additional AMM fees will apply.
 - 2. To facilitate the evaluation process, the applicant should include any previously denied AMM proposals when submitting a revised AMM request.
- (e) Upon completion of the evaluation, the written AMM approval or denial and a copy of the applicant's AMM proposal should be made available for pick up at the location specified by the Superstition Fire & Medical District. Should evaluation of the AMM proposal require time and resources beyond the standard time allotted for this activity, additional time and materials fees may be assessed. Any additional fees assessed must be paid when the applicant picks up the AMM approval or denial.
- (f) The approved AMM proposal and written responses should be copied on the plans prior to plan approval. A copy of the AMM proposal and response should be kept at

Superstition Fire & Medical District

Policy Manual

Alternative Materials and Methods Requests

the project site at all times. This documentation may be required for review by the Fire Marshal or the authorized designee.

Community Fire Station Visitation Program

405.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to establish the methods the District uses to interact with the community, share information about the workings of a fire station and demonstrate the capabilities of various apparatus and equipment through educational activities conducted by the Emergency Services/Operations Division.

405.2 POLICY

Best Practice

The Superstition Fire & Medical District will aggressively promote fire safety and public awareness through a variety of public information and education activities, including a fire station visit program operated by the Emergency Services/Operations Division.

405.3 PROCEDURE

Best Practice

MODIFIED

- (a) The fire station visit program is an educational activity intended to allow school groups, service clubs, youth organizations, church groups and other civic-minded organizations to schedule and participate in a tour of a working fire station. The types of groups and organizations appropriate for inclusion in the fire station visit program include, but are not limited to:
 1. Pre-school classes or groups (public or private).
 2. Kindergarten classes or groups (public or private).
 3. Primary and secondary school groups (public, church-based or private).
 4. Chaperoned, organized youth groups that generally include persons 17 years of age and under and are sponsored and accompanied by adult representatives of a formal organization (e.g., Girl Scouts, Boy Scouts, Cub Scouts, Brownies).
 5. Service clubs and organizations that are generally voluntary nonprofit organizations, where members meet regularly to perform charitable work either by direct hands-on efforts or by raising money for other organizations (e.g., Kiwanis, Rotary, Masons).
- (b) The fire station visit program is not intended, nor should it be used, as an entertainment opportunity or for a commercial or for-profit purpose. The following types of groups, entities and activities are not appropriate for inclusion in the fire station visit program:
 1. Birthday party groups
 2. Social networking groups
 3. Business networking groups
 4. For-profit tour groups, including profit-based foreign student groups

Superstition Fire & Medical District

Policy Manual

Community Fire Station Visitation Program

5. Any group, entity or activity that is part of a for-profit enterprise

Neither of the lists above is intended to be all-inclusive; rather, they are general representations of the types of groups that are either appropriate or inappropriate for inclusion in the fire station visit program.

Groups or organizations can request a fire station visit by completing and submitting an application on the district website under Community Outreach. The request will then be processed by the Community Risk Reduction Specialist. Applications must be submitted at least 7 days prior to the date requested for the fire station visit. The Community Risk Reduction Specialist will evaluate each application in accordance with this policy. Each evaluation will be considered uniformly and without discrimination as part of the application process. Approved applications will be forwarded to the appropriate Assistant Chief/Director and Battalion Chief for station and crew assignment.

405.3.1 SCHEDULING FIRE STATION VISITS

Best Practice **MODIFIED**

To limit the impact of fire station visits on other essential activities, each station/shiftcrew should be limited to conducting one station visit per calendar month. The Battalion Chief may elect to further limit the number of station visits assigned to individual crews based on the operational or training activities of that crew. The Battalion Chief should notify the personnel of the station and crew assigned to conduct each scheduled visit. The Community Risk Reduction Specialist should confirm the appointment for the station visit with the applicant and act as the point of contact for the applicant regarding any questions, issues or changes in the scheduled visit.

405.3.2 ADDITIONAL CONSIDERATIONS

Best Practice **MODIFIED**

The fire station visit program will operate within the following parameters:

- (a) Participating group size will generally be limited to 30 persons, including chaperones and drivers. Larger groups may apply but approval of the application will depend on the availability of Emergency Services Operations representative or crew staffing to assist with managing the tour on the day of the visit.
- (b) Station visits should be scheduled for a maximum of one hour and generally during regular business hours.
- (c) The crew assigned to manage a station visit should remain in-service and available for emergency calls during the visit. Visiting groups should be notified in advance that the crew may be called away from the station at any time and the visit may then be canceled.
- (d) In the event that the crew is called away during a visit, station visit participants should not be allowed to remain in the fire station unattended.
- (e) Station visit participants should not be allowed to enter the private crew sleeping or dressing areas of the station without approval of the Captain.
- (f) The fire crews managing each station visit should ensure that no confidential information or information protected by the Health Insurance Portability and

Superstition Fire & Medical District

Policy Manual

Community Fire Station Visitation Program

Accountability Act (HIPAA) is visible or accessible to the station visit participants. Specific areas of the station may be closed to the visiting groups as needed to protect confidential and/or protected materials.

405.4 RECORD KEEPING

Best Practice **MODIFIED**

The Community Risk Reduction Specialist should maintain a record of all applications for the station visit program. The records should include:

- (a) The name and contact information for the group or organization applying for a fire station visit.
- (b) The name of the group leader or person submitting the application.
- (c) Information regarding the approval or denial of the application. For denied applications, the reason for the denial should be listed (e.g., non-conforming group, scheduling conflict, no crew availability).
- (d) The scheduled date and time of each approved visit.
- (e) The Battalion Chief, station and crew assigned to manage the visit.
- (f) Confirmation that the group or organization completed the station visit or the reason it was not completed.

These records should be retained in accordance with the district's established records retention schedules.

Fireworks Displays

406.1 PURPOSE AND SCOPE

State

The purpose of this policy is to establish general guidelines for the use of pyrotechnic devices in public fireworks displays to ensure that minimum life-safety procedures and practices are followed. The policy also outlines the Superstition Fire & Medical District standards for the storage and disposal of illegal fireworks (ARS § 36-1602; ARS § 36-1603; ARS § 36-1609).

406.2 POLICY

Federal

Fireworks are energetic materials that are inherently dangerous and should always be handled with caution. Heat, shock and friction may ignite them, and in all cases safety should be the primary concern.

It is the policy of the Superstition Fire & Medical District to observe the Arizona fireworks law and follow the regulations prepared by the local, state or regional authorities governing the use of fireworks in public displays when enforcing permitting requirements, plan review and inspections. The District shall observe the federal regulations governing the storage and disposal of explosives (27 CFR 555.201 et seq.).

406.3 PERMITTING PROCESS

State **MODIFIED**

Applications for permits for public fireworks displays shall be made in writing at least five days prior to the proposed display. Applications shall be submitted to the Superstition Fire & Medical District Fire Prevention Department in a timely manner in order to ensure the appropriate allocation of resources and to allow adequate time to address any changes that may be required (ARS § 36-1603).

When applying for a public fireworks display permit, an applicant shall submit information and evidence to the Superstition Fire & Medical District that includes:

- (a) The name of the organization sponsoring the display, and the names of the qualified pyrotechnic experts as determined by the governing body who are actually in charge of the display (ARS § 36-1602).
- (b) The date and time the display is to be held.
- (c) The exact location planned for the display.
- (d) The size and number of all fireworks to be discharged including the number of set pieces, shells and other items. Shells shall be designated by diameter specifying single, multiple break or salute.
- (e) The manner and place of storage of all fireworks prior to, during and after the display.
- (f) A diagram of the grounds on which the display is to be held, showing:

Superstition Fire & Medical District

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Fireworks Displays

1. The point at which the fireworks are to be discharged.
 2. The location of all buildings, roads and other lines of communication.
 3. The lines behind which the audience will be restrained.
- (g) The location of all nearby trees, telegraph or telephone lines, or any other overhead obstruction.
- (h) Proof that satisfactory workers' compensation insurance is carried for all employees (ARS § 23-961).
- (i) Documentary proof of a satisfactory bond (ARS § 36-1604).
- (j) The name and resale license number of the wholesaler who supplied all of the items used in the display.

The permittee shall be responsible for compliance with the provisions under which a public fireworks display permit has been granted. A letter is required from the sponsor or pyrotechnic company acknowledging that any additional fees will be billed directly to the sponsor or company. Public displays fired on private property must also include a letter from the current property owner approving the event and holding the Superstition Fire & Medical District, its officers and the District harmless for any damages or liability.

406.3.1 PLANS

Best Practice

A fully dimensioned plot plan shall be included with the application that shows:

- (a) The location of the display set-up and the location, including the distance of the firing box from the display.
- (b) All access roads, including road width, hydrant locations and ingress and egress points.
- (c) All structures located in or near the firing area and a fallout area based upon 100 feet per inch of shell size.

406.3.2 INSPECTIONS

State

- (a) All district personnel involved in the inspection of any public fireworks display set-up and firing should inspect for compliance with the following requirements (ARS § 36-1603):
 1. A minimum of two currently serviced 2.5-gallon pressurized water extinguishers shall be available on the site.
 2. A water container for duds or misfired shells shall be available on the site.
 3. Barricades or barriers shall be used to keep unauthorized personnel out of the firing and fallout areas.

Superstition Fire & Medical District

Policy Manual

Fireworks Displays

4. Mortars are to be in good condition, with base plugs in place, no splits or bulges in the tubes or bent or frayed muzzles.
 5. Operators and assistants located within the fallout area are required to have proper safety gear and protective clothing on during the firing of the display and immediately after the display.
 6. If mortar racks are used, they shall be stable and secure.
 7. Mortars up to five inches in diameter and buried in earth or placed in troughs or drums shall be spaced three feet apart from the sides of the drum or trough.
 8. Mortars six inches or larger in diameter and buried in earth or placed in drums and troughs shall be spaced a minimum of five feet apart or from the sides of the drum or trough. When a mortar requiring five feet of space is placed adjacent to a mortar requiring only three feet of spacing, the larger shall apply.
 9. Electrically-fired shows require that all mortars buried in earth or placed in drums and troughs shall be nominally spaced two feet apart from the sides of the drum or trough.
 10. No smoking is permitted in firing or display areas.
 11. During the electrical firing, no one is allowed to enter the firing area of the display.
 12. Electrically-fired shows require that all technicians shall be positioned a minimum of 100 feet from any mortar and positioned so as to be protected from the direct line of fire.
 13. A continuity test shall be conducted prior to the test fire.
- (b) The inspection will include, but is not limited to:
1. Verification of proper pyrotechnics expert designation from the governing body of all operators and all critical assistants.
 2. Verification of identification and age of all assistants.
 3. Inspection and inventory of fireworks shells to be discharged.
 4. Inspection of racks to determine proper spacing and bracing.
 5. Inspection of mortars used to fire aerial shells.
 6. Inspection of ready boxes.
 7. A test fire utilizing the largest non-salute type shell permitted in the display shall be conducted one hour prior to the display and shall be witnessed by an Superstition Fire & Medical District inspector.
 8. Inspection of any other components of the display as deemed appropriate by the inspector.

Superstition Fire & Medical District

Policy Manual

Fireworks Displays

406.4 STORAGE AND DISPOSAL OF ILLEGAL FIREWORKS

State

Any fireworks seized pursuant to state law shall be stored in a manner approved by the Superstition Fire & Medical District Fire Marshal until relinquished to the local state or regional authorities for destruction at the owner's expense (ARS § 36-1607).

The Superstition Fire & Medical District Fire Marshal or the authorized designee shall notify the local, state or regional authorities not more than three days after the date of seizure of any fireworks and shall state the reason for the seizure and the quantity, type and location of the fireworks. Seized fireworks shall be held in trust for the appropriate authority and shall be disposed of by the as soon as practicable.

- (a) Routine seizures (quantities that are temporarily manageable):
 - 1. Inventory, randomly sample and photograph the seized fireworks.
 - 2. Complete any forms required by the appropriate authority and forward as the form instructs.
 - 3. If the fireworks are in the original U.S. Department of Transportation (DOT) shipping cartons, do not remove.
 - 4. Loose fireworks must be placed in good quality cardboard boxes, such as banker boxes, the boxes that photocopy paper comes in or similarly sized moving boxes. The boxes must have functional lids.
 - 5. The boxes must be labeled with the following information: type of fireworks, seizing agency's name, person responsible for the sorting and the date.
 - 6. The following items should not be included:
 - (a) Improvised Explosive Devices (IED) and explosives (a bomb squad should handle these)
 - (b) Trash (including expended fireworks, lighters and matches)
 - (c) Any evidence or contraband that is not related to fireworks (e.g., weapons, drugs, paraphernalia)
 - (d) Friction-initiated fireworks (e.g., Snap Caps) should be packaged separately from any other items
- (b) Seizures that require immediate assistance (quantities that exceed the capability of the Superstition Fire & Medical District to manage):
 - 1. Contact the appropriate agency investigator, who will assist with arranging for temporary storage.
 - 2. Inventory, randomly sample and photograph the seized fireworks.
 - 3. Complete the necessary report and forward it to the appropriate authority.

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Fireworks Displays

4. If the fireworks are in the original U.S. DOT shipping cartons, do not remove them.

The Superstition Fire & Medical District will remain as the lead agency responsible for prosecuting any case involving fireworks seized by the District or may receive assistance from local law enforcement.

Hazardous Materials Disclosures

407.1 PURPOSE AND SCOPE

State

The purpose of this policy is to establish the requirements for the receipt of dangerous or hazardous material submittals in compliance with local, state and federal requirements and for the inspection of the facilities that handle hazardous materials (42 USC § 11001 et seq.; ARS § 49-121 et seq.).

407.2 POLICY

State

The Superstition Fire & Medical District will work in coordination with the Local Emergency Planning Committee (LEPC) and the Arizona Department of Environmental Quality (ADEQ) regarding the receipt of dangerous or hazardous material submittals and necessary inspections.

407.3 SUBMITTALS

State

Facilities treating, storing or disposing of dangerous or extremely hazardous substances in quantities regulated by federal and state law are required to submit notification forms and annual reports to the District.

Facilities required to prepare or have available a Safety Data Sheet (SDS) for a hazardous chemical under the Occupational Safety and Health Act of 1970 (29 USC § 651 et seq.) and regulations promulgated under that Act are also required to submit an SDS and hazardous chemical inventory forms (42 USC § 11001 et seq.; ARS § 49-121 et seq.).

407.4 INSPECTIONS

Best Practice

The District should conduct field inspections of facilities that are subject to the requirements of this policy at least once every three years. Any deficiencies noted during field inspections should be documented and the facility advised to make the necessary corrections. Any deficiencies noted should be reported to the LEPC and ADEQ.

Where appropriate, the District will enforce any applicable laws and suggest preventive measures designed to minimize the risk of the release of hazardous material into the workplace or environment.

407.5 PUBLIC RECORDS

State

Generally, submissions received by the District are considered public records. Some information is subject to trade secret protection pursuant to state or federal law (40 CFR 350.5; ARS § 49-129).

Superstition Fire & Medical District

Policy Manual

Hazardous Materials Disclosures

Requests to inspect submissions shall be processed in accordance with the Release of Records Policy.

Maximum Occupancy - Overcrowding

408.1 PURPOSE AND SCOPE

State

The purpose of this policy is to establish standards for abating overcrowded conditions in places of assembly. This policy shall apply to all assembly occupancies and other occupancies which may be subject to overcrowding (AAC § R4-36-201).

408.2 POLICY

State

It is the policy of the Superstition Fire & Medical District to protect the safety of the public through enforcement of the Fire Code regarding occupancy overcrowding.

408.3 ENFORCEMENT

Best Practice

Any member of the District, upon finding overcrowded conditions beyond the approved capacity of a building or portion thereof, or obstructions in aisles, passageways or other means of egress, or upon finding any condition which constitutes a life-safety hazard, is authorized to order the dangerous condition removed or remedied. The investigating officer shall immediately notify the Fire Marshal any time the decision is made to vacate an occupancy. Whenever practicable, the investigating officer should consult the Fire Marshal prior to requiring that an occupancy be vacated.

408.3.1 COMPLAINTS RECEIVED DURING NORMAL BUSINESS HOURS

Best Practice MODIFIED

All routine complaints of overcrowded conditions shall be forwarded to the Planning and Logistics Division for investigation and follow-up. The complaint shall be entered into the complaint management system as soon as practicable and shall be assigned to an available inspector or Company Officer. The inspector should promptly investigate the complaint and notify the appropriate supervisor of the findings. All findings shall be documented and forwarded to the on-duty Battalion Chief, the Emergency Services Operations Assistant Chief, and the Fire Marshal. All overcrowding hazards should be mitigated as necessary, in accordance with this policy.

408.3.2 COMPLAINTS RECEIVED AFTER HOURS

Best Practice

All complaints of overcrowding received by the Dispatch Center after hours shall be routed to the appropriate on-duty Battalion Chief. Depending upon the urgency of the complaint, the Battalion Chief may choose to take any of the following actions, as deemed necessary to investigate the complaint:

- Investigate the complaint and abate the hazard as necessary, in accordance with this policy.

Superstition Fire & Medical District

Policy Manual

Maximum Occupancy - Overcrowding

- Dispatch an engine company to investigate the complaint and abate the hazard as necessary, in accordance with this policy.
- Call for assistance from the Fire Marshal, who should investigate the complaint and abate the hazard as necessary, in accordance with this policy.
- Call for local law enforcement support.

408.3.3 FIRST DOCUMENTED OVERCROWDING OFFENSE

Best Practice

Routine overcrowding complaints that do not pose an immediate life-safety hazard should be investigated and abated as necessary, in accordance with established procedures. A warning letter should be issued to the business owner advising that any future overcrowding cases may result in a criminal citation being issued.

408.3.4 SECOND DOCUMENTED OVERCROWDING OFFENSE

Best Practice **MODIFIED**

The second and all subsequent documented cases of overcrowding should result in a criminal citation being issued, in accordance with Superstition Fire & Medical District procedures, adopted Fire Code, and local law enforcement agency.

Governing Board Meeting – September 18, 2019

Agenda Item: 8

BOD#: 2019-09-07

Agenda Item Title

Reports

Background / Discussion

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

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

Recommended Motion:

N/A



Go to Item 9

Go to Agenda

Governing Board Meeting – September 18, 2019

Agenda Item: 9

BOD#: 2019-09-08

Agenda Item Title

New Business / Future Agenda Items

Submitted By

Board of Directors

Background/Discussion

This item is used as a placeholder to discuss New Business / Future Agenda Items, the Board may want on a future agenda.

Financial Impact

N/A

Enclosure(s)

N/A

Recommended Motion:

N/A



Go to Item 10

Go to Agenda

Governing Board Meeting – September 18, 2019

Agenda Item: 10

BOD#: 2019-09-n/a

Agenda Item Title

Announcements

Background / Discussion

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

Recommended Motion:

N/A



Go to Item 11

Go to Agenda

Governing Board Meeting – September 18, 2019

Agenda Item: 11

BOD#: 2019-09-10

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



Go to Agenda

Appendix A

A. Board Meeting Minutes from August 21, 2019

Submitted By

Board Secretary Sherry Mueller

Background / Discussion

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

Financial Impact/Budget Line Item

N/A

Enclosure(s)

August 21, 2019 Board Meeting Minutes





Superstition Fire & Medical District

Phone (480) 982-4440 ~ sfmd.az.gov

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

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

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

Governing Board Meeting Minutes

August 21, 2019

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, AUGUST 21, 2019. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 PM.

A. Call to Order

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

B. Pledge of Allegiance

The Pledge of Allegiance led by Director Cross.

C. Roll Call

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

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

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

1. Review and approval of the July 2019 financial reports and bank reconciliations. (BOD #2019-08-01)

Motion by Director Cross to approve the July 2019 financial reports and bank reconciliations.

Seconded by Director Strand.

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

2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2019-08-02)

Stymie Gereg Retirement

23 years of service

7/22/1996 – 8/27/2019



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August Service Anniversaries

- 30 Years of Service: Captain/Paramedic Andy Kuhn
- 18 Years of Service: Firefighter Paul Gruetzmacher
- 18 Years of Service: Firefighter Mark Widick
- 15 Years of Service: Captain/Paramedic Jon Williamson
- 12 Years of Service: Administrative Assistant II Kelly Bartz
- 4 Years of Service: Account Clerk Specialist Lori Hlavin
- 4 Years of Service: Transportation Services Manager Billy Warren
- 3 Years of Service: Paramedic Clint Musgrave

Cardiac Arrest Survivor / Crew Recognition

3. Call to the Public. (BOD #2019-08-N/A)

None.

4. Consideration and possible approval of all consent agenda items listed below (BOD #2019-08-03):

- A. Board Meeting Minutes from July 17, 2019
- B. Mobile Radios Purchase
- C. Portable Radios Purchase
- D. Laryngoscopes Purchase

Motion by Director Strand to approve all consent agenda items.

Seconded by Director Cross.

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

5. Presentation and discussion on future District growth. (BOD #2019-08-04)

Finance Director Roger Wood presented the possible future growth of the Superstition Fire & Medical District.



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6. Discussion and presentation of the following Policies Brought for review at the July 17, 2019 Board Meeting for final approval at the August 21, 2019 Board Meeting. (BOD #2019-08-05)

- 1043 – Nepotism and Conflicting Relationships
- 1044 – Member Speech, Expression and Social Networking
- 1045 – Anti-Retaliation
- 1103 – Flag Display

Motion by Director Strand to approve policies Nepotism and Conflicting Relationships, Member Speech, Expression and Social Networking, Anti-Retaliation and Flag Display. **Seconded** by Director Cross.

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

7. Discussion and presentation of the following Policies brought for review at the August 21, 2019 Board Meeting for final approval at the September 18, 2019 Board Meeting. (BOD #2019-08-06)

- 800 – Records Management
- 801 – Release of Records
- 802 – Subpoenas and Court Appearances
- 803 – Patient Medical Record Security and Privacy
- 1008 – Tuition Reimbursement
- 1015 Outside Employment
- 1042 – Driver License Requirements

NO MOTION

8. Reports (BOD #2019-08-07)

Senior Leadership Team (SLT):

Fire Chief Mike Farber

- Captains Conferences completed for all shifts
 - Fire Investigations
 - Future Growth Presentation by Roger
 - Incident Command Training
- All Employee Meeting held on Tuesday, August 13th
- Meeting with Dr. Anderson next Thursday, August 29th regarding the acquisition of the RTC (Previous Thunder Mountain Middle School)
- Previous Gold Canyon Elementary School building recently sold for 1.8 Million
- Visited Sun City Fire & Medical Department to evaluate potential ways to improve overall payroll efficiencies



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Assistant Chief of Operations Richard Mooney

Incidents

- Mutual Aid Brush Fire with QVFD, Superior and State Fire. July 23, A-Shift
- Brush Fire in Gold Canyon. August 16, C-Shift
- Major Med. MVA at Meridian & US60. July 18th, A-Shift

Training

- Crew training at Cobbs Restaurant prior to demo – ventilation and forcible entry
- EMS Training – Airway Lab, July 31st.

Assistant Chief of Planning & Logistics Richard Ochs

- Business Inspection Program changes and review
 - About 800 businesses exist in the fire district.
 - 2013 Suppression crews were no longer assigned to complete business inspections.
 - Tina Gerola is currently our only inspector, completing 493 or 63% of inspections.
 - 2018 Self- Inspection Program implemented (applies to 287 businesses or 37%)
 - 2019 Plan to once again assign business inspections to suppression crews
- Tina will complete High Hazard Inspections and City of AJ buildings
- Suppression crews will conduct inspection May – November annually
- Equates to about 3-4 business inspections per crew, per month
- Inspections will be documented in ImageTrend Elite

Near future

- Will be asking the Board to adopt the 2018 IFC plus various addendums
- Will be asking the Board to adopt a new fee schedule for business inspections that will replace annual permit fees.

Growth & Development

- Goldview Development (Goldfield & Old West Hwy, 178 Lennar homes)
- Arizona Water Company expansion, office and warehouse



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Administrative Services Director Anna Butel

- Security Updates – September 5th
 - In an effort to reduce security risks to the network, PNI has recommended new password requirements for our district computer and email logins.
 - Effective Sept. 5th at 23:00, all users will be required to change their password the next time they log in.
 - This change affects your password for accessing district computers, email and TeleStaff.
 - If you have your SFMD email on your phone, your phone should prompt you to input the new password in the settings.
 - Passwords changes will be required every 180 days from this point forward.

- Password requirements:
 - At least 8 characters with any 3 of the following:
 - Uppercase letter
 - Lowercase letter
 - Number
 - Special Character

- Updated Organizational Chart

- Recruit Firefighter; Brian Olsen
 - Hired as a Full-Time EMT in February of 2019
 - Completed Recruit Testing Process in 2018 and was hired for Transportation
 - A Firefighter position will become available in August following the retirement of Steve Gereg.
 - Fire Academy is still being scheduled
 - This position is necessary to maintain 90 Operational Positions as required to maintain the FEMA grant.

- Testing Processes
 - Training Captain – August 27th.
 - Panel Interview
 - Presentation
 - Fire Chief Interview

- Battalion Safety Officer (BSO) – September 4th.
 - Tactical Exercise
 - Panel Interview



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9. Possible vote to go in to 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: possible claim in regards to a pending personnel matter. (BOD #2019-08-08)

Note: Executive Sessions are confidential pursuant to ARS 38-431.03(C).

Note: Legal action involving a final vote or decision shall not be taken at an executive session.

Motion by Director Strand to go into Executive Session at 7:40 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: possible claim in regards to a pending personnel matter. **Seconded** by Director Cross

Vote 5 ayes, 0 nays, MOTION PASSED.

10. Discussion and possible action re: The Executive Session. (BOD #2019-08-09)

Motion by Clerk Chamberlain to proceed as recommended in the Executive Session. **Seconded** by Director Strand.

Vote 5 ayes, 0 nays, MOTION PASSED.

11. New Business / Future Agenda Items. (BOD #2019-08-10)

None

12. Announcements (BOD #2019-08-N/A)

Volunteers needed for School PAC

- This Saturday 07:30 a.m. – 10:30 a.m. to place campaign signs
- Walk: September 17 through October 12th, Tuesdays through Saturdays

13. Adjourn (BOD #2019-08-11)

Motion by Director Cross at 7:46 p.m. to adjourn the meeting

Seconded by Director Strand.

Vote 5 ayes, 0 nays. MOTION PASSED.

Governing Board Approval:

Board Clerk Kathleen Chamberlain
Sherry Mueller

Appendix C

C. First Amendment to the Contract for Advisory Services with Galloway Asset Management, LLC

Submitted By

Fire Chief Mike Farber

Background / Discussion

Financial Impact/Budget Line Item

N/A

Enclosure(s)

Amendment and previous contract



**FIRST AMENDMENT
SUPERSTITION FIRE & MEDICAL DISTRICT AND
GALLOWAY ASSET MANAGEMENT, LLC AGREEMENT**

This First Amendment to Agreement effective June 18, 2014 ("Agreement") is between Superstition Fire & Medical District ("Client") and Galloway Asset Management LLC, a division of Public Safety Financial ("Galloway").

RECITALS

1. This Agreement was effective on June 18, 2014 to June 18, 2019.
2. The parties mutually desire to amend the Agreement.

AMENDMENT

The parties hereby agree as follows:

1. In accordance with Section #3 - Term of the Agreement, extend the term for this agreement for five (5) additional years to June 18, 2024.
2. In accordance with Section #31 - Notices, address change for Galloway Asset Management, LLC to 1138 N Alma School Rd, Suite 201, Mesa, AZ, 85201.
3. In accordance with Exhibit A, F - Reduction in annual billing for contract from \$4,800 to \$3,800.
4. Except as otherwise amended herein, all other terms and conditions of the Agreement not in conflict shall remain in full force and effect.

SUPERSTITION FIRE & MEDICAL DISTRICT

By: _____ Date

Name: _____

Title: _____

GALLOWAY ASSET MANAGEMENT, LLC

By: _____ Date

Name: Michael Galloway
Title: Managing Member/Chief Executive Officer

CONTRACT FOR ADVISORY SERVICES
WITH GALLOWAY ASSET MANAGEMENT, LLC

This INVESTMENT ADVISORY SERVICES AGREEMENT ("Agreement") is made and entered into as of this 18th day of June, 2014 ("Effective Date") by and between (i) the Superstition Fire & Medical Fire District (aka Apache Junction Fire District), (hereafter referenced, collectively, as "Client"), and (ii) Galloway Asset Management, LLC, doing business as Public Safety Financial/Galloway an Arizona limited liability company and its affiliates and agents (hereafter referenced, collectively, as "Galloway"). Any reference in this Agreement to the "Parties" is a reference to both Client and Galloway. Any reference in this Agreement to a "Party" is a reference to either Client or Galloway, as appropriate in the circumstances.

RECITALS

WHEREAS, Client has established governmental retirement and savings plans ("Plans") qualified as exempt from taxation under certain provisions of the Internal Revenue Code (the "Code");

WHEREAS Client has contracted with Nationwide Retirement Solutions ("Plan Provider"), to administer the Plans;

WHEREAS, Galloway is an investment advisor, unaffiliated with Plan Provider, that is registered as an Investment Advisor with the United States Securities and Exchange Commission ("SEC").

WHEREAS Plan Provider has specified various investment options as suitable for investment by Plan participants (the "Investments"), and Galloway has represented it is competent to advise Plan participants about which of these Investments they should buy or sell within their individual Plan portfolios, as well as the amount of such buy or sell allocations.

WHEREAS Galloway wishes to be retained by Client to provide investment advice to Plan participants as to the investment choices available to them under the Plans;

WHEREAS Client desires to retain Galloway to provide investment advice to the Plans and their participants under the terms and conditions set forth herein;

NOW THEREFORE, Client and Galloway agree as follows:

1. **SCOPE OF SERVICES.** Galloway shall provide the services specified in Exhibit A to this Agreement (the "Services").

2. **AGREEMENT DOCUMENTS EXHIBITS AND RECITALS.**

- a. The following documents are hereby incorporated into this Agreement by this reference ("Agreement Documents"). In the event of any conflict among the Agreement Documents, the Agreement Documents will control in the following order:
 - 1. This Agreement, including the cover page and Parts I through IV.
 - 2. Exhibit A - Scope of Services
 - 3. Exhibit B – Galloway Asset Management, ADV Part II
- b. All exhibits, attachments, and recitals to this Agreement are hereby incorporated into this Agreement by this reference.

3. **TERM OF THE AGREEMENT.**

- a. **Initial Term.** The initial term of this Agreement ("Initial Term") shall begin on the Effective Date and shall continue in full force and effect for a period of five (5) years unless earlier terminated as set forth in this Agreement. At the end of the Initial Term, Client is empowered, at its sole election, to extend or renew the Agreement as set forth in this Section.
- b. **Extensions Beyond Additional Term.** Any extension and renewal of this Agreement beyond the Additional Term shall require the mutual consent of the Parties, and shall be subject to the conditions mutually acceptable to the Parties, which conditions shall be set forth in a separate writing between the Parties.

4. **INSURANCE.** At its sole expense, Galloway shall purchase and maintain the minimum insurance coverage required by law. Each insurance policy required under this Agreement must be in effect at or prior to the commencement of Services under this Agreement and remain in effect for the duration of this Agreement.

5. **REPRESENTATIONS.**

- a. Galloway Representations. Galloway makes the following representations, which are agreed to be material to and form a part of the inducement for this Agreement:
 - 1. Galloway has the expertise, support staff and facilities necessary to provide the Services described in this Agreement and the attached Exhibit A;
 - 2. To the best of Galloway's knowledge, Galloway does not have any actual or potential interests adverse to Client or the participants in the Plans. Galloway has procedures in place to disclose any actual

conflicts as set forth in the separate Galloway Asset Management Registered Investment Advisory Form ADV Disclosure Brochure provided to Client and available to all participants of the Plans. The Client acknowledges having received a copy of Part 2 of Galloway's Form ADV, attached Exhibit B;

3. Galloway shall diligently provide all required Services in a timely, ethical and professional manner and in accordance with the terms and conditions stated in this Agreement and as otherwise required by SEC registered investment advisers;
4. Galloway is duly registered with the SEC as an investment adviser under the Investment Advisers Act of 1940, as amended, and agrees to notify Client promptly of any change in this status. Company shall take all steps necessary to maintain such registration during the Initial Term or any Additional Term of this Agreement;
5. Galloway has the requisite legal capacity and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by Galloway and is the legal, valid and binding agreement of Galloway, enforceable against Galloway in accordance with its terms. Galloway's execution of this Agreement and the performance of its obligations hereunder do not conflict with or violate any provisions of Galloway's governing documents or any obligations by which Galloway is bound, whether arising by contract, operation of law or otherwise. Galloway will deliver to Client evidence of Galloway's authority and compliance with its governing documents upon Client's request;
6. Galloway has obtained all licenses and registrations required to enable Galloway to lawfully provide the Services in accordance with the terms and conditions of this Agreement;
7. Galloway shall make available for Client's review its most current policies concerning insider trading, ethics and compliance matters;
8. Galloway shall provide access to any information provided by Client or any participants in the Plans only to those of its employees who are subject to Galloway's Code of Ethics, or as otherwise permitted by Plan participants as to their own personal information. Each person employed by Galloway with access to the confidential information of Client or any participants in the Plans shall refrain from disclosing such information to third parties, unless disclosure is otherwise required by law;
9. Galloway shall allocate such personnel and devote such efforts as are necessary for it to carry out its duties under this Agreement;

10. Galloway shall never borrow money from Client or any participants in the Plans, nor use their funds or deposits, except as authorized by law, the Plan Provider Agreement and this Agreement;
11. Galloway shall never be an endorser, surety or obligor of the assets of the Plans;
12. In performing its Services hereunder, Galloway shall be a fiduciary to the Client and all participants in the Plan and accordingly, shall have a duty of loyalty to make recommendations and act in the best interests of the Client and all participants in the Plans. As a fiduciary, Galloway is obligated to exercise scrupulous good faith and candor in the performance of the Services, and refrain from self-dealing.

b. Client Representations. To the best of its knowledge, Client makes the following representations, which are agreed to be material to and form a part of the inducement for this agreement.

1. Client is empowered and has taken all action necessary to enter into and perform this Agreement and the person executing this Agreement on Client's behalf is duly authorized and empowered to do so and deliver this Agreement for Client;
2. This Agreement constitutes a legal, valid and binding obligation of Client, enforceable against Client in accordance with its terms, and
3. Client's execution, performance and delivery of this Agreement shall not result in Client violating any applicable law or breaching or otherwise impairing any of its contractual obligations.

6. **INDEPENDENT CONTRACTOR.** In the performance of all Services under this Agreement, Galloway shall be, and acknowledges that Galloway is, in fact and law, an independent contractor and not an agent or employee of the Client or any participant in the Plans. Galloway has and retains the right to exercise full supervision and control of the manner and methods of providing Services to the Client and all participants in the Plans under this Agreement. Galloway retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Galloway in the provision of Services under this Agreement. With respect to Galloway's employees, if any, Galloway shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, of whatever nature, and compliance with any and all other laws regulating employment.

7. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

8. **COMPLIANCE WITH APPLICABLE LAWS.**

- a. **General.** Galloway shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of its business and its performance of the Services. Galloway must stay fully informed of existing and future Federal, State and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and shall comply with the same at its own expense. Galloway bears full responsibility for training, safety, and providing necessary equipment for all of its personnel to achieve compliance prior to the Effective Date. Upon request, Galloway shall demonstrate to Client's satisfaction any programs, procedures, and other activities used to ensure compliance.
- b. **Drug-Free Workplace.** Client has adopted a policy establishing a drug-free workplace for itself and those doing business on Client property to ensure the safety and health of all persons working on Client contracts and projects. ~~Galloway agrees to prohibit the use of intoxicating substances and the use or possession of illegal drugs by all of its personnel while in the course of performing their duties for Client and any participants of the Plans under this Agreement, but this prohibition shall not preclude Galloway from attending events with Plan participants where alcohol is served.~~
- c. **Federal and State Immigration Laws.** Galloway shall comply with the Immigration Reform and Control Act of 1986 (IRCA) in connection with its performance of the Services under this Agreement and to permit Client or its agents to inspect applicable personnel records to verify such compliance. Galloway shall ensure and keep appropriate records to demonstrate that all of its personnel performing the Services In Arizona have a legal right to live and work in the United States.
- (i) Under the provisions of A.R.S. § 41-4401, Galloway hereby warrants to Client that Galloway and each of its authorized subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
- (ii) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject Galloway to penalties up to and including immediate termination of this Agreement at Client's sole election.
- (iii) Client retains the right to inspect the papers of all of Galloway's personnel who provides Services under this Agreement to ensure that Galloway or its authorized subcontractors are complying with the Contractor Immigration Warranty. Galloway agrees to assist Client with respect to any such inspections.

- (iv) Client may, at its sole election, conduct random verification of the employment records of Galloway and any of its authorized subcontractors to ensure compliance with the Contractor Immigration Warranty. Galloway agrees to assist Client in regard to any random verification.
- (v) Neither Galloway nor any of its authorized subcontractors shall be deemed to have materially breached the Contractor Immigration Warranty if Galloway (or any of its authorized subcontractors) establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, subsection A.

d. **Nondiscrimination.** Galloway represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable Federal, State and local laws and executive orders regarding employment. Galloway and its personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.

e. **No Scrutinized Business Operations in Sudan or Iran.** During the Initial Term and any applicable Additional Term of this Agreement, Galloway shall be in compliance with A.R.S. §§ 35-391 and 35-393, which prohibit Galloway from having "scrutinized business operations" in Sudan or Iran as those terms are defined in the aforesaid statutes. Galloway confirms that as of this date, it conducts no scrutinized business operations in the nations of Iran or Sudan, and shall conduct none during the Initial Term or any Additional Term. In the event Galloway conducts scrutinized business operations in Iran or Sudan during any term of this Agreement, Client may elect to terminate this Agreement immediately.

9. **SERVICES TO OTHER CLIENTS.** Client understands Galloway and its affiliates perform, among other things, research, brokerage, and investment advisory services for clients similar to Client and plans similar to the Plans. Client recognizes that Galloway and its affiliates may give, recommend, or provide advice and take action in the performance of their duties to others which may differ from recommendations or advice given, or in the timing and nature of action taken, with respect to the Client or Plan participants. Nothing in this Agreement shall impose on Galloway any obligation to recommend for purchase or sale by or for the Client or any Plan participant any security that Galloway may recommend for another of its clients. By reason of its investment banking or other activities, Galloway and its affiliates may from time to time acquire confidential or material non-public information. Client understands and accepts

that Galloway will not be free to divulge, nor act upon, such information with respect to Galloway's activities under this Agreement.

10. **BASIS OF ADVICE.** Client acknowledges that Galloway obtains information from a wide variety of publicly available sources and certain private sources. The advice provided by Galloway to Client or any Plan participants is based upon its reasonable analysis of such information and Galloway cannot guarantee the accuracy or validity of the data upon which its analysis, policy recommendations, or studies are based. With respect to previous investment performance information, Client acknowledges that such information is not necessarily indicative of future results.
11. **LEGAL, ACCOUNTING AND ACTUARIAL SERVICES.** Galloway is not engaged in the business of rendering legal, accounting or actuarial advice or services and Client acknowledges that Galloway has suggested that competent lawyers, accountants or actuaries be retained to render legal, accounting or actuarial services with respect to the Plans.
12. **AUDITS AND RECORDS.** Galloway shall preserve its records related to this Agreement for a minimum of 5 years after the expiration of the Agreement. The Client or its authorized agent reserves the right to inspect any records related to the performance of work specified herein, subject to the preservation of client confidentiality as required by law. In addition, Client may inspect any and all relevant records kept by Galloway in relation to the Agreement. Galloway shall permit such inspections and audits during normal business hours and upon reasonable notice by Client or its auditors or representatives.
13. **BACKGROUND CHECK.** Client may conduct criminal, driver history, and all other requested background checks of Galloway's personnel responsible for performing Services under the Agreement or who might have access to Client's (or any Plan participant) information, data, or facilities in accordance with the Client's current background check policies. Client may request that any officer, employee, or agent of Galloway that the background check reveals a criminal history that represents a concern to Client be removed from working with Client or any Plan participants.
14. **PUBLIC RECORDS.** Galloway acknowledges that Client is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to State law in response to a public records request or to subpoena or other judicial process.
15. **AMENDMENTS.** There shall be no oral changes to this Agreement. This Agreement shall only be modified in a writing signed by both Parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by Client.
16. **DEFAULT.**

- a. A Party shall be in default if that Party:
 - (i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects its capability to perform under the Agreement;
 - (ii) Is the subject of a petition for involuntary bankruptcy not removed within 60 Days;
 - (iii) Conducts business in an unethical or illegal manner; or
 - (iv) Fails to carry out any term, promise, or condition of the Agreement.
- b. ~~Whenever any Party in good faith has identified any defects or otherwise~~ has reason to question the other's intent or ability to perform under Subsection 19(a), the former Party may demand that the other Party give a written assurance of its intent to perform and cure any defects in performance. In the event that such demand is made and no written assurance is given within 10 business days, and any defects are not cured within 10 business days, the demanding Party may treat this failure as an anticipatory repudiation of the Agreement and may then immediately terminate this Agreement without having to issue a 30 Day Notice of Termination as otherwise specified in Section 6.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive, and each Party shall have resort to any remedy allowed by law. Election of one remedy shall not preclude the use of other remedies. In the event of any Party's default in its obligations hereunder:

- a. The non-defaulting Party may terminate the Agreement after providing notice and an opportunity for the defaulting Party to provide written notice of assurance and to cure any defects if required in accordance with Section 19(b), and the termination shall be effective immediately or at such other date as specified by the non-defaulting, terminating Party.
- b. To the extent permitted by applicable law, neither Party to this Agreement, including their respective officers, officials, directors, managers, employees, shareholders, lawyers, trustees, agents, successors or permitted assigns, shall be liable to the other for any amounts other than those expressly described as payable herein, except for losses resulting from a Party's misconduct, gross negligence or bad faith breach of contract or fiduciary duty. Neither Party shall be liable for incidental, special, or consequential damages.
- c. The prevailing Party in any litigation arising out of or concerning this Agreement shall be awarded its reasonable attorneys' fees and all costs and expenses of collection and litigation, whether those fees and costs are

incurred at trial or on appeal or in connection with any mediation or court-ordered arbitration. Such an award shall be made for the prevailing Party and against the non-prevailing Party by the court or arbitrator adjudicating the litigation and not a jury.

- d. As required by A.R.S. § 12-1518(B), the Parties agree that they will use non-binding arbitration in all disputes arising out of this Agreement which are subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
18. **NON-WAIVER OF RIGHTS.** There shall be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving Party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, shall not release the other Party of any of the warranties or other obligations of the Agreement and shall not be deemed a waiver of any such rights or remedies.
19. **EXCLUSIVITY.** Galloway's performance of the Services is on a non-exclusive basis, and Galloway may act as investment adviser for persons other than Client. This Agreement does not confer upon Galloway the right to provide or perform Services for persons other than Client for the term of this Agreement, Client shall use Galloway as its exclusive provider of the Services for participants in the Plans, and for the Plan Provider.
20. **CONTINUATION DURING DISPUTES.** Galloway agrees that during any dispute between the Parties, Galloway will continue to perform its obligations until the dispute is settled, until Galloway is instructed to cease performance by Client, or enjoined or prohibited by judicial action from performing the Services or is otherwise required or obligated to cease performance by other provisions in this Agreement.
21. **INDEMNIFICATION/LIABILITY.**
- a. **Indemnification, General.** To the fullest extent permitted by Law, each Party shall defend, indemnify, and hold the other Party and its respective officers, officials, managers, agents, attorneys and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from that Party's negligent or intentionally wrongful acts, errors, mistakes or omissions (or that of its authorized subcontractors) in connection with its performance of its obligations under, (or its failure to perform its obligations under) this Agreement.
 - b. **No Client Liability For Plan Advice.** Client assumes no liability for any advice provided by Galloway to any participant in the Plans under and pursuant to this Agreement.

22. **WARRANTY.** Galloway warrants that all Services will be performed in a professional manner. If any Services are performed in a substandard or unsatisfactory manner, as determined by Client, Galloway will re-perform the Services until they comply with the standards set forth in this Agreement and otherwise comply with Client's reasonable expectations.

23. **THE CLIENT'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Galloway shall do nothing to prejudice Client's right to recover against third parties for any loss, destruction, or damage to Client's property (or that of any participant in the Plan) as a result of Galloway's performance of Services hereunder. At Client's request and expense, Galloway shall assist Client to prosecute or defend lawsuits and execute instruments of assignment to obtain recoveries against any third parties causing Client or any participants in the Plan damage.

24. **SALES/USE TAX, OTHER TAXES.**

a. Galloway shall be responsible for payment of all taxes including Federal, State, and local taxes related to or arising out of Galloway's Services under this Agreement, including by way of illustration but not limitation, Federal and State income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

b. Client is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. Client is not exempt from State and local sales/use taxes.

25. **OWNERSHIP.** All documents, pamphlets, brochures, books, data compilations, reports, materials and films, analyses, web presentations, recordings, broadcasts, and promotional materials of every form and description, whether in written, analog, digital, film or electronic form, prepared by Galloway (or its agents) pursuant to this Agreement or in connection with the performance of the Services and delivered to Client or any participants in the Plans (collectively, the "Materials") are and shall remain the property of Galloway.

26. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of Galloway, Client and, to the extent (and only to the extent) desired by Client, the participants in the Plans. Nothing set forth in this Agreement is intended to create, or shall create, any benefits, rights, or responsibilities in any third parties.

27. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The Parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

28. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully restated therein.

29. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, shall supersede all prior oral or written agreements, if any, between the Parties, and shall constitute the entire agreement between the Parties with respect to the Services to be performed.
30. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the Parties' obligations under this Agreement.
31. **NOTICES.** All notices to be given pursuant to this Agreement shall be delivered to the Parties at their respective addresses identified. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier. If provided by personal delivery, receipt shall be deemed effective upon delivery. If sent via certified or registered mail, receipt shall be deemed effective 3 business days after being deposited in the United States mail. ~~If sent via overnight courier, receipt shall be deemed effective 2 business days after the sending thereof.~~

TO GALLOWAY:

Galloway Asset Management, LLC
1930 North Arboleda, Suite 117
Mesa, AZ 85213
Attn: Michael Galloway
(480) 325-8668

TO CLIENT:

The Superstition Fire & Medical Fire District

32. **GOVERNING LAW, FORUM.** This Agreement shall be governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Pinal County, Arizona.
33. **AUTHORITY TO BIND CLIENT.** Except as otherwise authorized herein, it is understood that in Galloway's performance of any and all duties under this Agreement, Galloway has no authority to bind Client to any agreements or undertakings.

34. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, shall survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination.
35. **CONFIDENTIALITY.** All information supplied to and all work or Services processed or completed by Galloway shall be kept confidential and will not be disclosed except as required by law or as directed by Client or any participant in the Plans, as applicable.
36. **LOANS AND WITHDRAWALS.** Galloway shall not process loans or hardship withdrawals for participants in the Plans. Participant payroll functions and court orders are processed directly by the Client or Plan Provider.
37. **CLIENT COORDINATION WITH PLAN PROVIDER.** In order for Galloway to provide the Services, Client shall coordinate with Plan Provider to provide Galloway with read-only access to participant account systems, including Self-Directed Brokerage Accounts.
38. **CLIENT ACKNOWLEDGEMENTS.** Client acknowledges that Plan Provider is not responsible for the investment advice provided by Galloway pursuant to this Agreement, and shall not be responsible for the training or supervision of any Galloway personnel responsible for providing Services to the Plans and/or their participants.
39. **AUTHORITY.** The Parties and their representatives signing this Agreement are duly authorized agents of the Parties hereto and have full authority to enter into this Agreement on behalf of the Parties for whom they are signing.

THIS AGREEMENT shall be in full force and effect only after it has been approved and executed by the duly authorized Client officials.

EXHIBIT A – SCOPE OF SERVICES

Galloway shall provide the following services in connection with the Agreement:

- A. Participant-level advice. Upon the request of any participant in the Plans, Galloway will advise such participants concerning their investment allocations within the Plans. Upon request of participants with assets in the (SDBO) Self Directed Brokerage Option, Galloway may provide such participants with advisory services concerning their investments through the SDBO.
- B. Marketing, Enrollment, Education. Galloway will supplement Plan Provider personnel in the area of marketing enrollment, and education. Galloway may provide Plan marketing services to Client or other departments or subdivisions of the Client, as well as provide enrollment and education services to participants in the Plans. Such services shall include face-to-face meetings with Client as well as with participants upon request; small, group meetings for Client departments or work areas that request such meetings; and counseling and education for eligible Plan participants concerning the Arizona Public Safety Personnel Retirement System.
- C. Client Benefits Include. Galloway will provide to Client's plan participants; Financial Planning and analysis, assistance and support to the members of the deferred compensation board, counseling and guidance on pension system plans, face-to-face meetings with an investment advisor, customized worksite education seminars and classes, specific investment recommendations on core fund lineup selection, electronic newsletters and investment alerts when applicable.
- D. Financial Wellness Training. This 90 minute class may be added to the client's department in service training program. The class guides students towards healthy financial habits and avoiding financial pitfalls that can lead to stress and disruption of job performance. This class was developed for employees assistance programs.
- E. The annual fee for these services is billed in arrears quarterly.
- F. The annual billing for this contract is \$4800.00. Billing waived until assets actually transfer out of current Security Benefit 457 plan into new provider.

EXHIBIT B – Galloway Asset Management, ADV Part II

See Attached

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE SUPERSTITION FIRE & MEDICAL FIRE DISTRICT

An Arizona Municipal Corporation

By: The Superstition Fire & Medical Fire District
Governing Board

By: 

Name: Todd House

Title: Board Chair

GALLOWAY ASSET MANAGEMENT, LLC

An Arizona Limited Liability Company

By: _____
Michael J. Galloway
Managing Member

Appendix D

D. Medical Staffing Agreement for the 2020 Gold Canyon Arts Festival

Submitted By

Assistant Chief Rick Ochs

Background / Discussion

This is an EMS Standby agreement for the Gold Canyon Arts Festival. The SFMD will be provide two off-duty personnel to serve as medical aid for the event. The agreement is for a specific number of hours on a single day, January 25, 2020. The imposed fee (Schedule 'A' attached) provides cost recovery for the district, including overtime wages, benefits, use of equipment and disposable goods.

Financial Impact/Budget Line Item

N/A

Enclosure(s)

Amendment and previous contract





Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119

Phone (480) 982-4440, Fax (480) 982-0183

www.sfmd.az.gov



August 26, 2019

Carole Lindemann – Festival Coordinator

Gold Canyon Arts Council

(480) 474-8201

Carbill5@mchsi.com

Re: **2020 Gold Canyon Arts Festival; Medical Staffing Agreement**

Ms. Lindemann,

This Medical Staffing Agreement represents the cost associated with providing Emergency Medical Services (EMS) to staff a Medical Aid Station for the Gold Canyon Arts Festival on January 25, 2020. 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 25, 2020. 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 25, 2020 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.

Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119

Phone (480) 982-4440, Fax (480) 982-0183

www.sfmd.az.gov

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 25, 2020 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.

Superstition Fire and Medical District

Gold Canyon Arts Festival

Board Chair: _____

Agent: _____

Printed: _____

Printed: _____

Board Clerk: _____

Co-Agent: _____

Printed: _____

Printed: _____

Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119

Phone (480) 982-4440, Fax (480) 982-0183

www.sfmd.az.gov

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]

Personnel costs:

Cost for 8 hours

1	Certified Paramedic/Firefighter @ \$71.06, per hour	\$ 568.48
1	Certified EMT/Firefighter @ \$61.51, per hour	<u>\$ 492.08</u>
	Total Cost <i>for 8 hours</i>	\$1060.56

*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.