

VERSION 1.1
May 19, 2021



BOARD OF DIRECTORS MEETING

MAY 19, 2021

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

KATHLEEN CHAMBERLAIN, BOARD CHAIRMAN

JEFF CROSS, BOARD CLERK

TODD HOUSE, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

SHAWN KURIAN, BOARD DIRECTOR



Superstition Fire & Medical District

Board of Directors Meeting Agenda

May 19, 2021

Mission Statement

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

Meeting Call-in

Phone: 1-480-646-1864

Pin: 1234

The Board will hold a meeting on Wednesday, May 19, 2021. The meeting will be held at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the public and will begin at 5:30 p.m. local time.

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

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

- 1. Review and approval of the April 2021 financial reports and bank reconciliations. (BOD #2021-05-01)**
- 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2021-05-02)**
- 3. Call to the Public. (BOD #2021-05)**

A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.
- 4. Consideration and possible approval of all consent agenda items listed below (BOD #2021-05-03):**
 - A. Board Meeting Minutes from April 21, 2021
 - B. Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2021 / 2022 from the Pinal County Treasurer's Office
 - C. United Healthcare renewal confirmation for FY21/22
 - D. Aetna - Employee Assistance Program (EAP) Renewal
- 5. Presentation, discussion and possible direction of Fiscal Year 2021/2022 Budget development. (BOD #2021-05-04)**

6. **Discussion and possible adoption of Resolution 2021-05-19-15 authorizing the establishment of a line of credit (“LOC”) with Wells Fargo for Fiscal Year 2021 / 2022. (BOD #2021-05-05)**
7. **Discussion and possible decision regarding the PSPRS unfunded liability refinancing opportunity. (BOD #2021-05-06)**
8. **Discussion and possible approval of the Nationwide Fixed Indexed Annuity Contract Amendment to the Deferred Compensation Administration Plan between Superstition Fire & Medical District and Nationwide Retirement Solutions. (BOD #2021-05-07)**
9. **Discussion and possible approval of Disposition of Property (Fire Chief Computers & iPhone). (BOD #2021-05-08)**
10. **Discussion and update regarding the SWAT Agreement with AJPD. (BOD #2021-05-09)**
11. **Discussion and presentation of the following Policies brought for review at the April 21, 2021 Board Meeting for final approval at the May 19, 2021 Board Meeting. (BOD #2021-05-10)**
 - 1044 – Member Speech, Expression, and Social Networking
 - 1051 – Work Schedules
 - 1052 – Special Leaves
 - 1053 – Earned Leave
12. **Discussion and possible approval of the new Guardian IDS Agreement replacing AccuSearch for online background checks as it relates to the pre-employment process. (BOD #2021-05-11)**
13. **Discussion and possible approval of Resolution #2021-05-19-16 for the annexation of undeveloped Arizona State Land Trust property (BOD #2021-05-12)**
14. **Reports. (BOD #2021-05-13)**
Senior Leadership Team (SLT):
Fire Chief Mike Farber
Assistant Chief of Emergency Operations Richard Mooney
Assistant Chief of Planning & Logistics Richard Ochs
Acting Assistant Chief Jeff Cranmer
Administrative Services Director Anna Butel
Finance Director Roger Wood
Captain John Walka
15. **New Business / Future Agenda Items. (BOD #2021-05-14)**
16. **Announcements (BOD #2021-05-15)**
17. **Adjourn (BOD #2021-05-16)**

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: May 13, 2021

At: 1100 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 – May 19, 2021

Agenda Item: 1

BOD#: 2021-05-01

Agenda Item Title

Review and approval of the April 2021 financial reports and bank reconciliations.

Submitted By

Finance Director Roger Wood

Background/Discussion

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

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

1. Cash Flow – All Governmental Funds.

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

2. Fund Account Bank Reconciliations.

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

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

*Monthly Financials provided under separate cover

Recommended Motion

"Motion to approve the April 2021 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 **April 2021**:

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

Kathleen Chamberlain, Board Chair

Date



April 2021

Governing Board Meeting – May 19, 2021

Agenda Item: 2

BOD#: 2021-05-02

Agenda Item Title

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

Submitted By

Fire Chief Mike Farber

Assistant Chief Rick Ochs

Background/Discussion

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

Recognition of Fire Chief Farber for his many years of loyal and dedicated service and commitment to the District

May Anniversaries

19 Years of Service

Firefighter **Paul Garcia**

Engineer **Robert VandeKrol**

Firefighter / Paramedic **Stephan Wagner**

5 Years of Service

Firefighter **Kevin Montgomery**



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Governing Board Meeting – May 19, 2021

Agenda Item: 3

BOD#: 2021-05

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 – May 19, 2021

Agenda Item: 4

BOD#: 2021-05-03

Agenda Item Title

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

- A. Board Meeting Minutes from April 21, 2021 – **Appendix A**
- B. Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2021/2022 from the Pinal County Treasurer’s Office - **Appendix B**
- C. United Healthcare renewal confirmation for Fiscal Year 2021/2022- **Appendix C**
- D. Aetna EAP (Employee Assistance Program) Renewal - **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 May 19, 2021.”



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Governing Board Meeting – May 19, 2021

Agenda Item: #5

BOD#: 2021-05-04

Agenda Item Title

Presentation, discussion, and possible direction of Fiscal Year 2021/2022 Budget development.

Submitted By

Fire Chief Mike Farber

Finance Director Roger Wood

Background/Discussion

A high level presentation of the major new and on-going initiatives will be provided in support of the District's FY 2021/2022 suppression and ground transportation operations, capital replacement plans, and bond debt payment plans.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Presentation will be provided to the Board at the Board Meeting

Recommended Motion

"N/A"



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Governing Board Meeting – May 19, 2021

Agenda Item: #6

BOD#: 2021-05-05

Agenda Item Title

Discussion and possible adoption of Resolution 2021-05-19-15 authorizing the establishment of a line of credit (“LOC”) with Wells Fargo for Fiscal Year 2021 / 2022.

Submitted By

Fire Chief Mike Farber

Finance Director Roger Wood

Background / Discussion

A.R.S. §11-604.01 states that a fire district may establish a LOC with the county’s contract servicing bank with the assistance of the county treasurer. The establishment of a LOC is the predominant method of short term financing used by fire districts to finance operations during the absence of secondary property tax receipts. Many fire districts begin the fiscal year with minimal cash fund balances and draw upon the LOC until secondary property taxes are received in November and again in spring during the April / May timeframe. The LOC is statutorily limited to a maximum of 45% of the secondary property tax levy of the preceding fiscal year. Establishing a LOC requires a resolution of the fire district elected body and approval of the county servicing bank. Under A.R.S §11-604.01 parameters, the District could establish a maximum LOC of approximately \$4.75 million.

The LOC is serviced by Wells Fargo bank who requires Board approval of the establishment and requested limit of the LOC for each fiscal year. The recommendation is to maintain an LOC of **\$2.0 million** to ensure cash-on-hand to cover payroll and essential non-payroll expenses in the time before the District receives its first half of tax revenue on or about November 1, 2021. There is no cost to establishing an LOC if it is not used.

Due to the new contract between Wells Fargo and the Pinal County Treasurer’s Office, the interest rate for the LOC is now **3.25%**, and is subject to change as the Prime Rate changes. This underscores the need for the District to use the LOC as minimally as possible to keep the overall interest cost as low as possible.

Financial Impact/Budget Line Item

N/A

Enclosure(s)

Resolution 2021-05-19-15 Wells Fargo Line of Credit Authorization
Exhibit A – Borrowing Request

Recommended Motion

“Motion to approve Resolution 2020-05-19-15, authorizing the establishment of a line of credit with Wells Fargo, for \$2.0 million for Fiscal Year 2021/2022.”



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RESOLUTION 2020-05-19-15
Superstition Fire & Medical District
WELLS FARGO LINE OF CREDIT AUTHORIZATION

A RESOLUTION OF THE CHAIRPERSON AND GOVERNING BOARD OF THE DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AUTHORIZING THE ESTABLISHMENT OF A LINE OF CREDIT WITH WELLS FARGO BANK FOR FISCAL YEAR 2021 / 2022.

WHEREAS, IN ACCORDANCE WITH THE REQUIREMENTS OF THE PINAL COUNTY TREASURER'S OFFICE AND WELLS FARGO BANK, THE BOARD OF DIRECTORS DID, ON THE NINETEENTH DAY OF MAY 2021, AUTHORIZE THE ESTABLISHMENT OF A LINE OF CREDIT FOR FISCAL YEAR 2021 / 2022 IN THE AMOUNT NOT TO EXCEED \$2,000,000.

PASSED AN ADOPTED THIS NINETEENTH DAY OF MAY 2021 BY THE CHAIRPERSON AND GOVERNING BOARD OF DIRECTORS OF SUPERSTITION FIRE & MEDICAL DISTRICT.

Kathleen Chamberlain, Board Chairman

Jeff Cross, Board Clerk

Todd House, Board Director

Jason Moeller, Board Director

Shawn Kurian, Board Director

EXHIBIT A

BORROWING REQUEST

To: Wells Fargo Bank, National Association

The Governing Board (the "Board") of the Superstition Fire & Medical District (the "Borrower") hereby requests (this "Borrowing Request") that Wells Fargo Bank, National Association ("Bank") issue a line of credit (the "Credit Line") as directed by the Pinal County Treasurer's Office. Capitalized terms not otherwise defined herein have the respective meanings set forth in the Revolving Credit Agreement, between the Pinal County and the Bank, dated July 1, 2017 (the "Agreement").

The Borrower is requesting a Credit Line in the amount of \$2,000,000 (not less than \$100,000 without the Bank's prior consent). Such Credit Line shall initially accrue interest at the following Interest Rate: 3.25% Prime Rate.

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

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

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

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

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

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

This Borrowing Request was approved at a legally convened meeting of the Board this 19th day of May, 2021. The person signing this Borrowing Request is authorized by the Board action to execute these documents and any other Loan Documents requested by the Bank.

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

Superstition Fire & Medical District

By: _____
Name: _____
Title: _____

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

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

Attachments:

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

Governing Board Meeting – May 19, 2021

Agenda Item: #7

BOD#: 2021-05-06

Agenda Item Title

Discussion and possible decision regarding the PSPRS unfunded liability refinancing opportunity.

Submitted By

Finance Director Roger Wood

Background/Discussion

On April 21, 2021, the Governor signed S1298 “Fire Districts; Pension Liability; Financing” bill which contains an emergency clause to go into effect immediately. To begin investigation the potential benefit to the District, I signed an engagement letter with Stifel, Nicolaus & Company, Inc. (“Stifel”) on April 27.

The engagement letter does not bind the District to any relationship with Stifel, or cause the District to commit to any cost or liability. The engagement letter was necessary to provide Stifel with access to the District’s PSPRS data for the purpose of projecting the impact on the District’s unfunded pension liability.

A presentation will be provided at the Board meeting outlining the potential opportunity related to refinancing the District’s PSPRS unfunded liability.

The first step in the PSPRS unfunded liability refinancing opportunity is to authorize a Standard & Poor’s credit rating of the District. This is necessary to define the refinancing interest rate for the Certificates of Participation (“COPs”) used in the refinancing effort. The cost of the credit rating is approximately \$30,000 and is the ONLY cost that is not refundable. If the District’s credit rating comes back so poorly that the interest rate related to the refinancing effort does not provide any savings, then we would not go forward with the initiative. In this scenario, the District would incur no other costs and the refinancing initiative would cease.

Assuming the refinancing initiative will be pursued, the cost of the credit rating effort will be reimbursed to the General Fund Financial Reserve when the refinancing effort is complete.

Financial Impact(s)/Budget Line Item

Approximately \$30,000 – Financial Reserve 100-10-63150-10

Enclosure(s)

Stifel, Nicolaus & Company Inc. – SFMD Engagement Letter

Recommended Motion

“Motion to approve a Standard & Poor’s credit rating for the District in support of the PSPRS Refinancing Initiative.”



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STIFEL

Via electronic mail @ roger.wood@sfmd.az.gov

April 26, 2021

Roger Wood
Finance Director
Superstition Fire & Medical District of Pinal County, Arizona

Re: Underwriter/Placement Agent Engagement Relating to Potential Municipal Securities Transaction for Estimated \$30,000,000 Certificate of Participation, Taxable Series 2021 (PSPRS Project), or later year

Dear Roger:

Superstition Fire & Medical District of Pinal County, Arizona (the "Issuer") and Stifel, Nicolaus & Company, Incorporated ("Stifel") are entering into this engagement to confirm that they are engaged in discussions related to a potential issue of (or series of issuances of) municipal securities related to an estimated \$30,000,000 Certificate of Participation, Taxable Series 2021 (PSPRS Project), or later year (the "Issue"), and to formalize Stifel's role as underwriter or placement agent with respect to the Issue.

Engagement as Underwriter/Placement Agent

Issuer is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission ("SEC") and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter or placement agent for a particular issuance of municipal securities. Issuer hereby designates Stifel as an underwriter or placement agent for the Issue. Issuer expects that Stifel will provide advice to Issuer on the structure, timing, terms and other matters concerning the Issue.

If this engagement takes the form of a placement, before Stifel commences its activities as placement agent, the Issuer will be asked to sign a Placement Agent Agreement, providing for more detailed terms of this engagement as well as representations and warranties.

Limitation of Engagement

It is Issuer's intent that Stifel serve as an underwriter or placement agent for the Issue, subject to satisfying applicable procurement laws or policies, formal approval by the [governing body] of Issuer, finalizing the structure of the Issue and executing a bond purchase agreement or placement agent agreement, as applicable. While Issuer presently engages Stifel as the underwriter or placement agent for the Issue, this engagement letter is preliminary, nonbinding and may be terminated at any time by Issuer, without penalty or liability for any costs incurred by Stifel. Furthermore, this engagement letter does not restrict Issuer from entering into the Issue with any other underwriters or placement agents or selecting an underwriting syndicate that does not include Stifel.

Disclosures Required by MSRB Rule G-17 Concerning the Role of the Underwriter or Placement Agent

The Issuer confirms and acknowledges the following disclosures, as required to be delivered by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019)¹:

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

The following G-17 conflict of interest disclosures are broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures.

1. Dealer-Specific Conflicts of Interest Disclosures

Stifel has not identified any actual or potential² material conflicts of interest:

2. Transaction-Specific Disclosures

Disclosures Concerning Complex Municipal Securities Financing: Since we have recommended to the Issuer a financing structure that may be a “complex municipal securities financing” for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at this time.

3. Standard Disclosures

- Disclosures Concerning the Underwriter’s or Placement Agent’s Role:
 - MSRB Rule G-17 requires an underwriter and a placement agent to deal fairly at all times with both issuers and investors.
 - The underwriter’s primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The placement agent’s primary role in the transaction is to facilitate the sale and purchase of the securities between the issuer and one or more investors for which the placement agent will receive compensation in an arm’s-length commercial transaction with the issuer. The underwriter or placement agent has financial and other interests that differ from those of the Issuer.
 - Unlike a municipal advisor, an underwriter or a placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in the transaction.
 - The underwriter has a duty to purchase the securities from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the securities to investors at prices that are fair and reasonable.
 - The placement agent has a duty to use its commercially reasonable efforts to arrange the purchase of securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to arrange the sale of securities to investors at prices that are fair and reasonable.
 - The underwriter or the placement agent will review the official statement for the securities, if any, in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.³

² When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

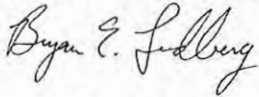
³ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter or placement agent is solely for purposes of satisfying the underwriter’s or placement agent’s obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

- Disclosures Concerning the Underwriter's or Placement Agent's Compensation:
 - o The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. The placement agent will be compensated by a fee agreed upon with the Issuer in connection with the private placement of the Issue. Payment or receipt of the underwriting/placement agent fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.
 - o Stifel will be compensated by an underwriting or placement agent fee that is covered within ADOA Contract No. ADSPO17-00006973 for Managing Underwriting Services, which provides for underwriting or placement of obligations of similar size, credit quality and amortization. Stifel will be compensated by a fee and/or an underwriting discount that will be set forth in the obligation purchase agreement or placement agent agreement to be negotiated and entered into in connection with the issuance of the Bonds.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

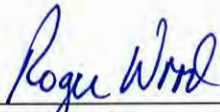
Sincerely,

Stifel, Nicolaus & Company, Incorporated

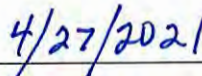


Bryan Lundberg, Managing Director

Issuer acknowledges the foregoing. Accepted and Executed



Roger Wood, Finance Director



Date

Pension Obligation Bonds (“POBs”) are a source of financing for unfunded actuarial liabilities of pension funds and can serve a valuable function. However, the success of a POB financing is dependent on a number of assumptions proving to be accurate, and the failure of any of these assumptions is a risk that a government issuing POBs should consider.

Among the assumptions that are important to a POB financing, and the risks associated with those assumptions providing to be inaccurate, are the following:

- Assumption: The investment yield on the POB proceeds once deposited in the pension fund will equal or exceed the yield on the POBs. **Risk: If the investment yield on the POB proceeds is less than the yield on the POBs, and the decline is not offset by positive changes in other assumptions, the issuance of the POBs may actually increase the unfunded actuarial liability.**
- Assumption: Payroll increases during the term of the POBs will be as anticipated when the unfunded actuarial liability was estimated at POB issuance. **Risk: If payroll increases during the term of the POBs exceed expectations, and the increases are not offset by positive changes in other assumptions, the POB proceeds will not suffice to cover the unfunded actuarial liability.**
- Assumption: Cost of living adjustments (“COLAs”) will be as anticipated when the unfunded actuarial liability was estimated at POB issuance. **Risk: If COLAs exceed expectations during the term of the POBs, and the increases are not offset by positive changes in other assumptions, the POB proceeds will not suffice to cover the unfunded actuarial liability.**
- Assumption: Various assumptions used in calculating the unfunded actuarial liability -- such as mortality rates, early retirement incentives, types of payrolls covered by the pension fund -- will be as anticipated at the time of POB issuance. **Risk: If there are reductions in mortality rates, increases in early retirement incentives, expansions of the payrolls covered by the pension plan during the term of the POBs, and these changes are not offset by positive changes to other assumptions, the POB proceeds will not suffice to cover the unfunded actuarial liability.**

In addition to analyzing potential savings that are based on achieving assumptions made in estimating the unfunded actuarial liability, we will also analyze potential savings or losses based on various prospective levels of investment earnings assumptions to assist you in gauging the likelihood of success of a POB transaction. It should be noted that potential savings vary from year to year. Actual savings or losses and the success of the POB financing cannot be known until the POBs have been paid in full.

Please call us once you have reviewed these disclosures so that we can answer any additional questions that you may have.

Governing Board Meeting – May 19, 2021

Agenda Item: #8

BOD#: 2021-05-07

Agenda Item Title

Discussion and possible approval of the Nationwide Fixed Indexed Annuity Contract Amendment to the Deferred Compensation Administration Plan between Superstition Fire & Medical District and Nationwide Retirement Solutions.

Submitted By

Finance Director Roger Wood

Fire Chief Mike Farber

Background/Discussion

In April 2014, the Board approved the transition to Nationwide Retirement Solutions (“Nationwide”) to become the District’s Deferred Compensation 457 Fund provider.

As the result of the passage of the SECURE (Setting Every Community Up for Retirement) Act on December 20, 2019, retirement plans like the District’s Nationwide 457(b) plan must implement investment plans that make it easier for investors to understand, and are less expensive to administer. As a result, Nationwide is now providing the “Nationwide Indexed Principal Protection (IPP)” savings option.

Staff is asking the Board to sign the Nationwide Fixed Indexed Annuity Contract Amendment to allow those District employees who want to use this investment opportunity within their individual 457(b) Deferred Compensation accounts.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Nationwide Fixed Indexed Annuity Contract Amendment (for signature)

NRM-19306AO IPP Participant Brochure-ADA

Recommended Motion

“Motion to approve the addition of the Nationwide Indexed Principal Protection savings option to the investment options available to District employees within the District provided Deferred Compensation 457(b) Plan.”



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Nationwide®
is on your side

Get to know Nationwide Indexed Principal ProtectionSM

**Protect your money, with
an opportunity for growth**



• Not a deposit • Not FDIC or NCUSIF insured • Not guaranteed by the institution • Not insured by any federal government agency • May lose value

Downside protection *with* an opportunity for growth

Nationwide Indexed Principal ProtectionSM is a long-term savings option that protects your principal.

That means no matter what the market does, your money is protected *and* you retain the opportunity for upside potential.



Here's how

Nationwide Indexed Principal Protection (NW-IPP) is a group fixed indexed annuity for retirement plans that tracks the performance of the S&P 500® Daily Risk Control 5% Excess Return Index (Index). **Your money is not directly invested in the Index**, but its performance is used to credit you with interest earnings, subject to a specific limit, called a “cap rate.”

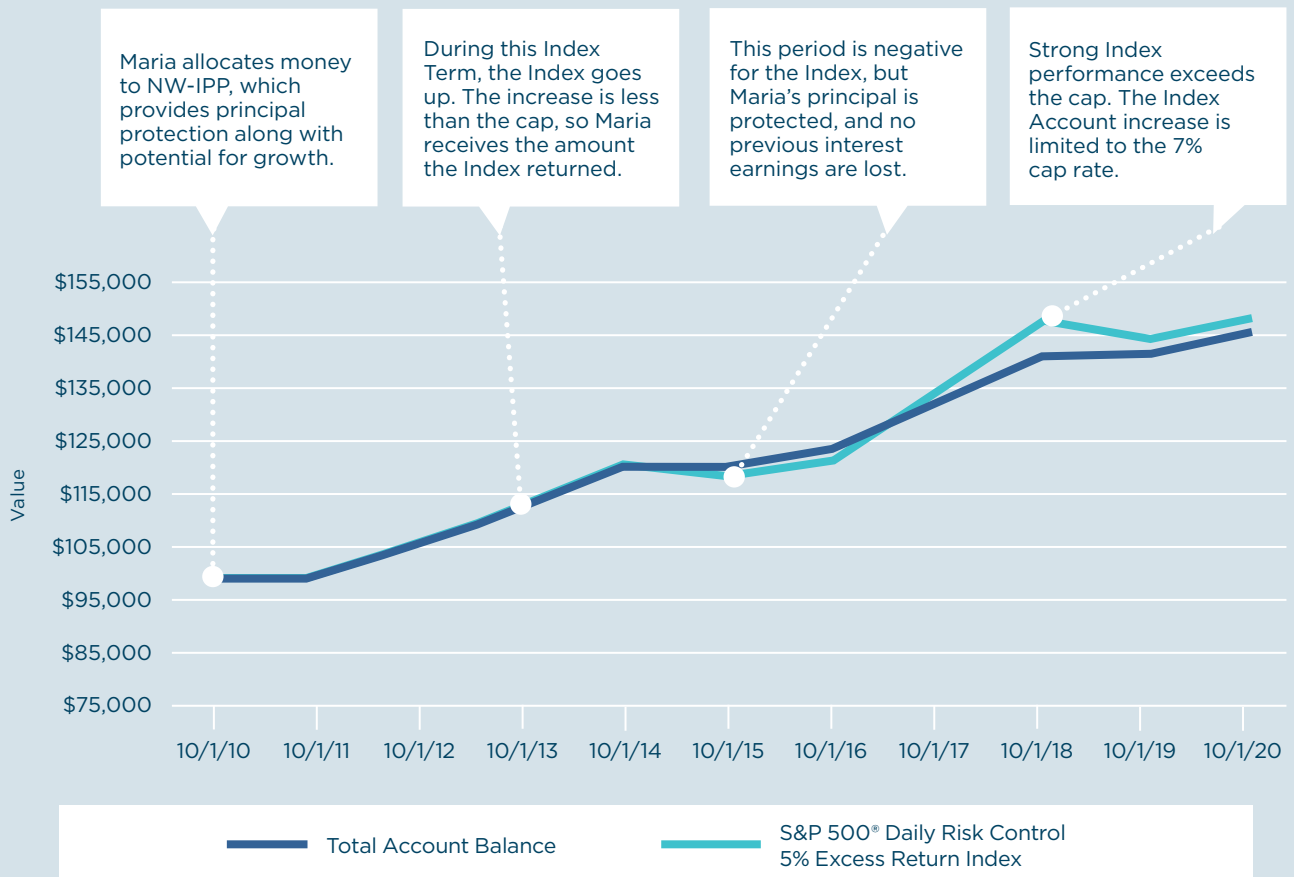


If the Index goes up, your account will be credited with interest earnings up to the cap rate. For example, if the Index gains 8% at the end of the Index Term and your cap rate is 7%, contributions to this account will be credited with 7% interest earnings.



If the Index goes down, your account loses nothing because your principal is protected.

NW-IPP can help provide you with confidence through unstable market conditions.



Hypothetical assumptions: a \$100,000 one-time contribution is allocated to Nationwide Indexed Principal ProtectionSM with a 5-year book value payout term. Historical performance of S&P 500® Daily Risk Control 5% Excess Return Index assuming a 7% cap; 0% floor. This example assumes that the initial deposit on 10/1/2010 remained invested in NW-IPP for 10 years and the cap remained the same over the illustrated 10 years. The cap and interest rate may be changed for each term. This illustration is not a projection or prediction of future performance. The performance could be significantly different than the investment performance shown and shouldn't be considered a representation of performance or investor experience of the index(es) in the future. Withdrawals will reduce the contract value; this illustration does not demonstrate the impact of withdrawals.

Two ways you can take advantage of NW-IPP

Case study 1: Exchange In



Maria

- 55 years old
- Pre-retiree
- Wants to lock in gains



1. At any time, Maria can exchange any dollar amount from another investment option in her retirement plan.



2. Money allocated to NW-IPP goes into an Interest Account that earns daily interest until the end of the current quarter.



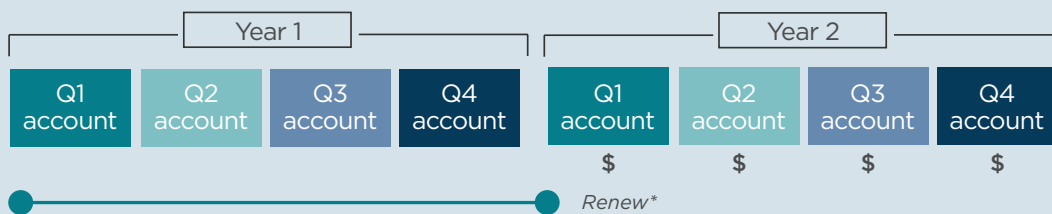
3. At the beginning of the next calendar quarter, money sitting in the Interest Account is swept into an Index Account for one year.



4. Interest earnings are credited to the Index Account at the end of the one-year Index Term and depend on the return of the Index, subject to the cap rate.



5. The one-year Index Term automatically renews with a new cap rate. Any interest earnings are locked in and the new principal amount is protected for the following year.



** Principal + interest earnings will become principal at the beginning of the next Index Term.*

Case study 2: Payroll Deduction



Craig

- 35 years old
- Fiscally conservative
- Wants ability to exchange out



1. Every pay cycle, money is deducted from Craig's paycheck and contributed to his retirement plan account.



2. The money is then invested according to his allocations. Up to 100% of a portfolio can be allocated to NW-IPP.



3. Money allocated to NW-IPP goes into an Interest Account that earns daily interest until the end of the current quarter.



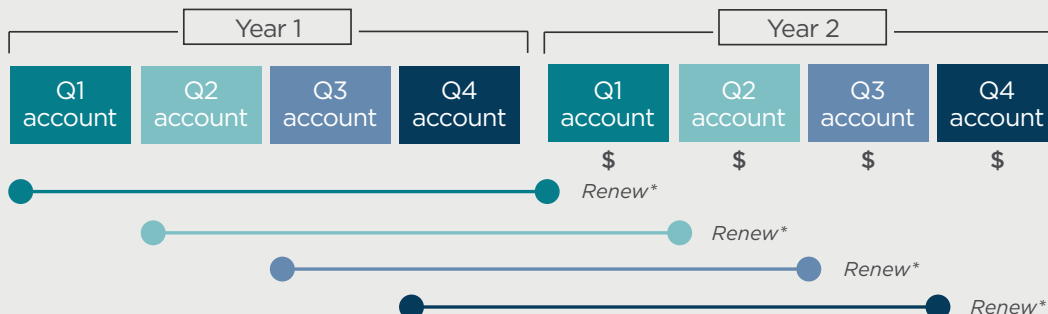
4. At the beginning of each quarter, money sitting in the Interest Account is swept into a new Index Account for one year. It's possible to have up to four Index Accounts at any given time.



5. Interest earnings are credited to each Index Account at the end of the one-year Index Term and depend on the return of the Index, subject to the cap rate.



6. Each one-year Index Term automatically renews with a new cap rate. Any interest earnings are locked in and the new principal amount is protected for the following year.



* Principal + interest earnings will become principal at beginning of the next Index Term.

Potential benefits of NW-IPP

- Principal investment protection from market declines
- Growth potential when markets are increasing, subject to the cap rate
- Gains are locked in and become part of the principal at the Index Term renewal
- Two contribution options: payroll deductions or a lump-sum dollar amount exchanged from another investment option in your plan (no minimum required)
- If you change your mind, you can exchange your money out of this investment option (restrictions may apply)
- A simple web experience makes choosing this investment option easy



Do you want help understanding how much to allocate to NW-IPP?

Our My Investment PlannerSM tool can help you identify your investment style, asset mix and investment options. Find the tool in “tools & calculators” on your Plan’s website.

Important considerations

There are a few important details to remember when contributing to this investment option:

- Funds must remain in each Index Account for the entire one-year Index Term in order to receive any interest earnings, which are credited at the end of the term
- 90-day equity wash provisions may apply, which could prevent you from exchanging directly into competing short-term investment options
- Expenses are built into the investment option prior to index cap rates being declared, which means that there are no additional fees or penalties applied if you decide to exchange out of this investment option

Helpful explanations

Allocation — Money is allocated according to your investment selections. This could be a mix of investment options, including equity mutual funds and fixed income mutual funds, as well as NW-IPP. Up to 100% of your portfolio can be allocated to NW-IPP.

Cap rate — This is the upper limit of interest earnings that can be credited at the end of the Index Term. It is expressed as a percentage of assets in NW-IPP.

Contributions — Every pay cycle, money is deducted from your paycheck and contributed into your retirement plan account as usual. Money can also be reallocated from other investment options in the retirement plan to NW-IPP via an exchange.

Equity Wash — A provision that requires participant exchanges from NW-IPP to a competing investment option (for example, a money market fund or a short-term bond fund) to first be directed to any other investment option not designated as a competing option for a period of time, usually 90 days. This provision is designed to reduce incentives to buy or sell because of price differences between markets, thereby protecting you and the returns of the investment option over the long term.

Index Term — This is the one-year period during which the Index performance is determined, and the cap rate is applicable.

Index Account — It's possible to have up to four (4) NW-IPP Index Accounts at any given time. Each account has its own cap rate and has a maturity of one year before it automatically renews. Interest earnings are credited depending on the cap rate and the annual performance of the S&P 500 Daily Risk Control 5% Excess Return Index.

Interest Account — At the time of each payroll deduction or lump-sum exchange, money allocated to NW-IPP goes into an Interest Account, which earns nominal interest. At the beginning of each quarter, all the money in the Interest Account is automatically swept into a new Index Account.

Maturity — This is the point in time when the NW-IPP has reached the end of the Index Term and any interest earnings have been credited.





For additional information and resources, contact your
Plan Sponsor or visit your plan website.



• Not a deposit • Not FDIC or NCUSIF insured • Not guaranteed by the institution • Not insured by any federal government agency • May lose value

This material is not a recommendation to buy, sell, hold or roll over any assets, adopt an investment strategy, retain a specific investment manager or use a particular account type. It does not take into account the specific investment objectives, tax and financial condition or particular needs of any specific person. Investors should discuss their specific situation with their financial professional.

The "S&P 500" is a product of S&P Dow Jones Indices LLC ("SPDJ") and has been licensed for use by Nationwide Life Insurance Company ("Nationwide"). Standard & Poor's®, S&P® and S&P 500® are registered trademarks of Standard & Poor's Financial Services LLC ("S&P"); DJIA®, The Dow®, Dow Jones® and Dow Jones Industrial Average® are trademarks of Dow Jones Trademark Holdings LLC ("Dow Jones"); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by Nationwide. The Nationwide Indexed Principal Protection group fixed indexed annuity is not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P or their respective affiliates, and none of such parties makes any representation regarding the advisability of investing in such product(s) nor do they have any liability for any errors, omissions or interruptions of the S&P 500.

Group fixed indexed annuities are not stock market investments and do not directly participate in any stock or equity investments. The index does not include dividends paid on the underlying stocks, and therefore does not reflect the total return of the underlying stocks; neither a market index nor any fixed indexed annuity is comparable to a direct investment in the equity markets. When you purchase Nationwide Indexed Principal Protection, you are not directly investing in a market index. The actual return of the index account will be based on the performance of the underlying index. It is important to understand that actual returns may be less than the return of the index due to the index cap. Past index performance is not a guarantee of future performance.

Group fixed indexed annuities are contracts purchased from a life insurance company. They are designed for long-term retirement goals. Withdrawals are subject to income tax, and withdrawals before age 59½ may be subject to a 10% early withdrawal federal tax penalty. Nationwide Indexed Principal Protection is a group fixed indexed annuity issued by Nationwide Life Insurance Company and held in the general account.

Guarantees are backed by the claims-paying ability of the issuing insurance company. Transfers out of this contract to other funding providers are subject to certain restrictions. Contact your plan sponsor for information regarding these restrictions.

Nationwide, the Nationwide N and Eagle, Nationwide is on your side, Nationwide Indexed Principal Protection and My Investment Planner are service marks of Nationwide Mutual Insurance Company. © 2020 Nationwide



APPLICATION FOR
GROUP FLEXIBLE PURCHASE PAYMENT DEFERRED
FIXED INDEXED ANNUITY CONTRACT (Non-Participating)

underwritten by
Nationwide Life Insurance Company
One Nationwide Plaza
Columbus, Ohio 43215
1-877-677-3678

Nationwide Indexed Principal ProtectionSM

Please indicate for which product this application applies (one must be selected):

- 12-month Book Value Payment
5-year Book Value Payment

APPLICANT

Superstition Fire + Medical District

(the "Applicant"), applies to be the Contract Owner of a Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract (the "Contract") underwritten by Nationwide Life Insurance Company ("Nationwide").

The Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract applied for will become effective on the "Effective Date of Contract" if the initial Purchase Payment and this application are accepted by Nationwide. In the event the initial Purchase Payment or this application are not accepted, Nationwide's liability will be limited to a return of the initial Purchase Payment, and any subsequent Purchase Payments remitted.

The applicant's plan qualifies under:

- Section 457(b)
Section 401(k)
Section 401(a)

PURCHASE PAYMENT

Applicant agrees to permit Participants in its Plan to allocate Purchase Payments to the Contract as of the "Effective Date of Contract".

STATE INSURANCE FRAUD WARNINGS

Notice to AL Residents Only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Notice to AR, LA, and RI Residents Only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Notice to CO and MA Residents Only: Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties, fines imprisonment, or a denial of insurance benefits.

Notice to KS Residents Only: WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false

information in an application for insurance may be guilty of insurance fraud as determined by a court of law and may be subject to fines and confinement in prison.

Notice to KY Residents Only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

ME Residents Only: Any person who knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties, fines imprisonment, or a denial of insurance Benefits. All statements contained in such application for insurance shall be deemed representations and not warranties.

STATE INSURANCE FRAUD WARNINGS (Continued)

Notice to OK Residents Only: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer make any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO PA RESIDENTS ONLY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to a criminal and civil penalties.

FOR TN AND WA RESIDENTS ONLY: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

FOR NJ RESIDENTS ONLY: Any person who includes false information on an application for an insurance policy is subject to criminal and civil penalties.

Notice to MD Residents Only: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MN RESIDENTS ONLY: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a criminal offense and may be subject to fines and confinement in prison pursuant to state law.

NOTICE TO PR RESIDENTS ONLY: Any person who furnishes information verbally or in writing, or offers any testimony on improper or illegal actions which, due to their nature constitute fraudulent acts in the insurance business,

knowing that the facts are false shall incur, a felony and, upon conviction, shall be punished by a fine of not less than five thousand dollars (\$5,000), nor more than ten thousand dollars (\$10,000) for each violation or by imprisonment for a fixed term of three (3) years, or both penalties. Should aggravating circumstances be present, the fixed penalty thus established may be increased to maximum of five (5) years if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

NOTICE TO VA RESIDENTS ONLY: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY HAVE VIOLATED THE STATE LAW.

FOR DC RESIDENTS ONLY: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Notice to OH Residents Only: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO NM RESIDENTS ONLY: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

ADDITIONAL STATE NOTICES

Notice to AK Residents Only: The Contract and the attached application form, including any elected options and/or endorsements, is the entire agreement between Nationwide and the Contract Owner. Statements in the Contract and application are representations and not warranties.

Notice to ND, SC and SD Residents Only: A Market Value Adjustment may be assessed on withdrawals or full surrenders which may decrease the amount of the withdrawal or full surrender requested would be in addition to any applicable scheduled surrender penalty charge.

SIGNATURES

Signed on behalf of Superstition Fire & Medical District, this 19th day
of May, 20 21.

Yes No Do you have existing annuity contracts?

Yes No Will the applied for Contract replace any existing life insurance or annuity contracts?

(Authorized Signature of Applicant)

Date

(Title)

Yes No Do you have any reason to believe the Contract applied for is to replace existing annuities?

(Authorized Nationwide Agent/Representative Signature)

Date

(Authorized Nationwide Agent/Representative) – Please Print

(Title)

Governing Board Meeting – May 19, 2021

Agenda Item: #9

BOD#: 2021-05-08

Agenda Item Title

Disposition of Property (Fire Chief Computers & iPhone)

Submitted By

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

When Chief Farber retires he has requested to purchase both his desktop computer and laptop computer from the District. These are inventoried items and will be converted to “AS IS, WHERE IS” per policy Disposition of Surplus Property Volume X.

SFMD is currently replaces computers at the 4 or 5 year mark depending on the condition of the device. The desktop was purchased in June of 2019 for \$1339 thus it can be depreciated for 2 years for a cost of \$669.50. The laptop was purchased in December of 2018 for \$2557 thus can be depreciated for 2.6 years for a cost of \$983.46.

The 3 monitors have been fully depreciated.

Chief Farber’s iPhone originally cost \$.99 with the agency paid plan. Upon his retirement the plan will be switched over to the new Chief and Chief Farber will keep the phone.

Financial Impact(s)/Budget Line Item

\$1652.96

Enclosure(s)

n/a

Recommended Motion

“Motion to approve the disposition of the Fire Chiefs computers in the amount of \$1652.96 to be deducted from his last check”



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Governing Board Meeting – May 19, 2021

Agenda Item: #10

BOD#: 2021-05-09

Agenda Item Title

Discussion and update regarding the SWAT Agreement with AJPD.

Submitted By

Fire Chief Mike Farber

Background/Discussion

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

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

Financial Impact(s)/Budget Line Item

Enclosure(s)

N/A

Recommended Motion

"N/A"



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Governing Board Meeting – May 19, 2021

Agenda Item: #11

BOD#: 2021-05-10

Agenda Item Title

SFMD Policy Manual – Policies reviewed in April 2021.

Submitted By

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

In the April 2021 Board of Directors meeting, the following policies were submitted for review:

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

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

Financial Impact(s)/Budget Line Item

N/A

Recommended Motion

“Motion to approve policies: Member Speech, Expression and Social Networking, Work Schedules, Special Leaves and Earned Leave.”



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Governing Board Meeting – May 19, 2021

Agenda Item: #12

BOD#: 2021-05-11

Agenda Item Title

Discussion and possible approval of the new Guardian IDS Agreement replacing AccuSearch for online background checks as it relates to the pre-employment process.

Submitted By

Administrative Services Director Anna Butel

Fire Chief Mike Farber

Background/Discussion

SFMD has been using AccuSearch for many years in the pre-employment process for the seven-year, online background checks. Guardian IDS took over AccuSearch and have a new contract for approval.

Financial Impact(s)/Budget Line Item

The cost stays the same as it was previously with AccuSearch (\$59 per background check)

Enclosure(s)

Recommended Motion

“Motion to approve of the new Guardian IDS Agreement replacing AccuSearch for online background checks as it relates to the pre-employment process”



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Dear Client:

AccuSearch is excited to announce a few exciting changes that will provide a smoother and more streamlined process for your background screening needs.

As of March 1st, 2021, our sister company **Guardian Investigation and Document Services, Inc. (GIDS)** has begun to take over all Consumer Reporting Agency functions, including Background Screening, Drug Testing and Fingerprinting. Over the next few weeks Kris Geraths, Vice President of Strategic Growth, will be reaching out to all clients to update agreements with the new company name and review your services to ensure compliance with FCRA guidelines.

We will begin to use new email addresses, please be sure to whitelist Guardian-IDS.com so that you continue to receive our email. Our new email address for our service team is **Service@Guardian-IDS.com**

As each client transitions to Guardian IDS (GIDS) you will be moved to our new screening platform, **Ready2Screen**. This new software will provide a smoother and faster on-boarding process for your pre-employment, tenant and volunteer screening needs.

Our new platform offers several new features to better assist our clients. Some of these include:

- Texting or emailing applicant for electronic disclosure and authorization! No more paper forms or manual entry
- Login access for all clients providing 24/7/365 availability to review, download and order background check reports, drug tests and more!
- Integrations with leading HR Software platforms such as iCIMS, Bamboo HR, Bullhorn, NeoGov, Workday and more! Please let us know if you are using one now or considering signing up with one of our integrated partners

Per recent communications regarding our mission to obtain accreditation through the Professional Background Screening Association (PBSA) we want to remind you of an upcoming change to one of our services:

National Criminal Database has been renamed to **Instant Criminal Database Search** as to more accurately describe the type of search it represents. For your reference, the Instant Criminal Database is a proprietary database which includes records retrieved from individual state level sources, such as Department of Corrections, some county-level courts, National Sex Offender registry, and some global sanction searches where available. The database is not national in that it includes every court in every state; roughly about 70% of the country is available in this type of search. For a complete source list, please contact our service team.

Due to the incomplete nature of the service and our obligation under the FCRA to ensure maximum possible accuracy, ASI has always validated all records that may be legally reportable at the source of the record, without any additional cost to our clients. However, as costs rise we must pass on this additional search fee to our clients who utilize this service as part of their screening package. Please refer to your pricing agreement from AccuSearch Inc. for those fees. Court fees, if applicable, will be charged as normal. Continuing to be compliant with FCRA, the Instant Criminal Database and Sex Offender Registry Search cannot be ordered as a standalone product.

If you do not currently utilize the **Instant Criminal Database Search** product, contact our customer service team for information on this great “pointer” tool.

Thank you for choosing AccuSearch, Inc., and now **Guardian Investigation and Document**

Services, we appreciate the opportunity to serve you and are eager to present our new platform to our clients.

Kris Geraths
Vice President Strategic Growth

AccuSearch, Inc. | (800) 462-7019 | www.AccuSearch.biz
AZ PI License #1616718 | AZ CLDP #81770 | NV PI License #1677



CLIENT AGREEMENT

This Client Agreement (“Agreement”) is made and entered into by and between Guardian Investigations & Document Services, Inc. (“Guardian IDS”), 8825 N. 23rd Ave, Suite 100, Phoenix, AZ 85021, and Superstition Fire & Medical Dist. (“Client”), 565 North Idaho Road, Apache Junction, AZ 85119. This Agreement shall be effective on the date of the last signature below (the “Effective Date”).

RECITALS

WHEREAS, Client plans to order Consumer Reports and/or Investigative Consumer Reports as defined under the federal Fair Credit Reporting Act (“FCRA”) (collectively “Reports”) from Guardian IDS;

WHEREAS, Guardian IDS desires to sell Reports to Client;

WHEREAS, Guardian IDS and Client desire to further define the terms by which Reports will be provided by Guardian IDS to Client;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, Guardian IDS and Client hereby agree as follows:

TERMS

1. **Identification of Permissible Purpose For Receiving Reports.** Client hereby certifies that all of its orders for Reports from Guardian IDS shall be made, and the resulting Reports shall be used, for the following permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, only:

(Please check box below):

<input type="checkbox"/>	For “employment purposes,” but only upon the express written consent of any person that will be screened. <i>See</i> 15 U.S.C § 1681b(a)(3)(B).
<input type="checkbox"/>	For a tenant-related purpose but only upon the express written consent of any person that will be screened. <i>See</i> 15 U.S.C. § 1681b(a)(2).
<input type="checkbox"/>	For another legal reason, but only upon the express written consent of any person that will be screened. <i>See</i> 15 U.S.C. § 1681b(a)(2).

Client shall not request, obtain, or use Reports for any purpose not identified above. Among other things, Client shall not request Reports for the purpose of selling, leasing, or renting information obtained under this Agreement to any other party, whether alone, in conjunction with Client’s own data, or otherwise in any service which is derived from the Reports provided by Guardian IDS. PLEASE NOTE: THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

2. **Legal Certifications For Employment-Related Reports.** Client understands that various legal requirements apply if/when it orders Reports for employment purposes. Client shall comply with all such requirements. In particular, Client makes the following certifications as to legal compliance as to Reports ordered for employment purposes.

- A. **Disclosure.** Client certifies that, in compliance with the FCRA, prior to ordering a Report, Client shall make a clear and conspicuous “disclosure” in writing to the individual about whom the Report will be run (“the Consumer”). The “disclosure” shall explain that a Consumer Report may be procured for employment purposes. The “disclosure” shall describe the nature of the Reports to be ordered and meet all other requirements specified by applicable law. The “disclosure” shall not contain any extraneous information not required by applicable law, including, but not limited to, a release of liability.
- B. **State Law Notifications.** Client certifies that before ordering a Report from Guardian IDS, it shall also provide any necessary notifications under applicable state law to the Consumer. Client understands that various states, including, but not limited to, California, Minnesota, Oklahoma, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Client also understands that certain states, such as California, Oklahoma, and Minnesota, require that applicants/employees be afforded a check box to allow them to indicate that they would like a copy of any report received by Client. Client agrees that it will work with experienced legal counsel as appropriate to ensure that all applicable requirements are accounted for.
- C. **Written Consent.** Client certifies that, consistent with the FCRA, before ordering a Report, the Consumer shall authorize in writing the procurement of such Report.
- D. **EEO Law and Regulation Compliance.** Client certifies that it shall not use information contained in a Report provided by Guardian IDS in violation of any applicable federal or state equal employment opportunity law or regulation.
- E. **Adverse Action Procedures.** Client certifies that before taking adverse action based in part or whole on a Report from Guardian IDS, it shall follow all legally-required “pre-adverse action” procedures specified by applicable federal, state and/or local law. For example, if the Consumer may be denied employment or incur another adverse action based in whole or part on a Report provided by Guardian IDS, Client will provide to the consumer: (1) a copy of the Report, (2) a description, in writing, of the rights of the consumer entitled “A Summary of Your Rights Under the Fair Credit Reporting Act,” and (3) a written notice containing any and all required notifications under federal, state, or local law. After providing the pre-adverse action communication described above, Client shall wait a reasonable period of time to allow the Consumer to dispute the accuracy of the report before taking any adverse action. After the appropriate waiting period, and assuming no dispute, Client will issue to the Consumer notice of any adverse action taken, including the statutorily-required notice identified in the Fair Credit Reporting Act. Among other things, such notice will include: (1) the name, address, and telephone number of the consumer reporting agency, Guardian IDS, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency. If a dispute as to the accuracy of the Report is raised by the Consumer during the waiting period, Client will afford Guardian IDS the legally-allowed time to resolve the dispute before deciding whether to take adverse action.

- F. **Certifications Associated With Each Order.** By having Guardian IDS prepare a Report for Client, Client is certifying that: (1) A clear and conspicuous disclosure has been made in writing to the Consumer by Client (in a document that consists solely of the disclosure) stating that a Consumer Report may be obtained for employment purposes; (2) the Consumer has authorized in writing the procurement of the Consumer Report that is being ordered; (3) information from the report to be provided by Guardian IDS will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation, or any other applicable law; and (4) if applicable, Client will comply with the adverse action requirements described in Section 604(b)(3) of the Fair Credit Reporting Act, as well as any other pertinent adverse action requirements. In addition, if the Consumer lives in California or is applying to work in California or works in California, by having Guardian IDS prepare a Report for Client, Client is certifying that: (1) Client has complied with all disclosure and authorization requirements set forth in California Civil Code 1786.16, (2) Client has provided the Consumer a means to check a box to indicate that he or she would like a copy of any Report received by Client from Guardian IDS, (3) Client will comply with any adverse requirements set forth under California law (including those identified in Cal. Civ. Code § 1786.40) should they become applicable, and (4) Client has otherwise met all requirements for obtaining a Consumer Report or Investigative Consumer Report under California law.

3. **Legal Certifications For Non-Employment Reports.** Client understands that various legal requirements apply if/when it orders Reports for reasons other than employment purposes. Client shall comply with all such requirements. In particular, Client makes the following certifications as to legal compliance as to Reports ordered for non-employment purposes.

- A. **Federal, State, and Local Law Notifications.** Client certifies that before ordering a Report from Guardian IDS for non-employment purposes, it shall also provide any necessary notifications under applicable federal, state, and local law to the Consumer. Client understands that various states, including, but not limited to, California, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Client agrees that it will work with experienced legal counsel as appropriate to ensure that all applicable requirements are accounted for.
- B. **Written Consent.** Client certifies that, consistent with the FCRA, before ordering a Report from Guardian IDS, the Consumer shall authorize in writing the procurement of such Report. Consent paperwork shall appropriately inform the Consumer of the reason for the Guardian IDS check and the nature of such check, in compliance with the FCRA.
- C. **Post-Adverse Action Procedures.** If Client decides to take adverse action based upon a Report provided by Guardian IDS, it shall issue to the Consumer notice of any adverse action taken based in part or whole on a Report, including the statutorily-required notice identified in the Fair Credit Reporting Act. Among other things, such notice shall include: (1) the name, address, and telephone number of the consumer reporting agency, Guardian IDS, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency.

4. **Additional Commitments For Reports Containing Certain Types Of Information.**

- A. **Investigative Consumer Report Information.** If Client chooses to order Investigative Consumer Reports (i.e. certain interview-based reports), it certifies that it shall comply with all legal requirements pertaining to Investigative Consumer Reports. Among other things, it shall clearly and accurately disclose to the Consumer that an Investigative Consumer Report, including information as to his/her character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be obtained. The disclosure shall be made in writing and mailed or otherwise delivered to the Consumer with a summary of the Consumer's rights provided for under 15 U.S.C. § 1681g(c). The disclosure shall also include a statement informing the Consumer of his/her right to submit a written request for additional information, pursuant to 15 U.S.C. § 1681d(b), within a reasonable period of time after the receipt by him/her of the foregoing disclosure. By having Guardian IDS prepare an Investigative Consumer Report for Client, Client is certifying that it has complied with the above requirements in this Section and otherwise met all legal prerequisites for receiving an Investigative Consumer Report. Further, upon receipt of a request by a consumer for additional information about the Investigative Consumer Report being ordered, Client shall disclose in writing the nature and scope of the investigation, which shall be complete and accurate. The disclosure shall be mailed or otherwise delivered to the Consumer not later than five (5) days after the date on which the request for additional disclosure was received from the Consumer or the date the Client first requested the report, whichever is later.
- B. **Credit History Information.** If Client chooses to order credit reports from Guardian IDS, it certifies the following:
1. If Client is an employer, Client understands that at least ten (10) states and certain municipalities impose requirements and/or restrictions on employers intending to use credit reports for employment purposes. For example, Nevada and Illinois only permit employers to consider credit reports if the Consumer is working or will be working in a certain capacity. Likewise, states such as California and Colorado require that Consumers receive certain additional notifications before a credit check for employment purposes is conducted. Client certifies that it will comply with any and all legal requirements or restrictions pertaining to its use of credit reports identified by Guardian IDS.
 2. Client acknowledges that special requirements are imposed by credit bureaus before access to credit history information may be provided. Client therefore agrees to the following:
 - a. Client shall make no employment decisions based solely on credit bureau alerts/warnings regarding addresses and/or Social Security Numbers.
 - b. Client shall permit a physical site inspection of its premises. The cost for the site inspection will be billed to Client. Guardian IDS will arrange for an inspector to come to Client's location. For residential offices, the inspection and fee will be annual.
 - c. Client shall ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing, and/or unauthorized viewing of consumer information; Client shall also inform all employees that they may not access their personal information, information of friends and/or relatives or any other person unless it is for legitimate business purposes.

- d. To the extent Client is eligible to receive credit scores (“Scores”), Client shall only do so for its own exclusive use. Client may store Scores solely for Client’s own use in furtherance of Client’s original purpose for obtaining the Scores. Client shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder shall be held in strict confidence by Client and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any person, except (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Client who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law. Moreover, unless otherwise explicitly authorized in an agreement between Guardian IDS and Client for Scores obtained from a credit bureau, or as explicitly otherwise authorized in advance and in writing by a credit bureau through Guardian IDS, Client shall not disclose to consumers or any third party any or all such scores provided under this Agreement, unless required by law.
- e. Client shall release and indemnify the credit bureau from all liability arising from the Client’s unauthorized access, improper use, or reliance on consumer credit information provided pursuant to this agreement.
- f. Client shall comply with any other requirement imposed by a credit bureau, so long as Guardian IDS makes Client aware of such a requirement.

C. **Criminal History Information.** Guardian IDS recommends that Client screen consumers at the county, state, and federal level, as well as using federal and multi-state/nationwide databases. Client understands that Guardian IDS cannot be held responsible for any records that exist that do not fall within the scope of the search(es) ordered by Client. Client further understands that the multi-state/nationwide database information will only be offered in conjunction with a county or state-level verification of any possible “hit” and that Client will be separately charged for the associated fees. Finally, Client is aware that multiple states and municipalities impose restrictions on the use of criminal history information and that the EEOC counsels that employers should engage in a multi-step process when evaluating applicants’/employees’ criminal history information designed to avoid any disparate impact problems under Title VII. Client agrees to monitor all applicable legal restrictions on the use of criminal history information and take all necessary steps to comply with them.

D. **Motor Vehicle Record Information.** Client certifies that it will only order motor vehicle records and/or driving records (collectively “MVRs”) in strict compliance with the Driver Privacy Protection Act (“DPPA” at 18 U.S.C. § 2721 *et seq.*) and any related state laws. Client further certifies that no MVRs shall be ordered without first obtaining the written consent of the Consumer to obtain MVRs. Client shall not retain or store any Guardian IDS-provided MVR results or portions of information contained therein in any database or combine such information with data in any other database, except that Client may keep a copy of a Consumer’s MVR in the Consumer’s file. Client shall not transmit any data contained in the reported MVR via the

internet or any other unsecured means. Client understands that when MVRs are sought in certain states, Client will be required to complete and store certain state-specific written consent materials in connection with any MVR check performed by Guardian IDS. Client agrees to complete such state-specific written consent materials as required by law or requested by Guardian IDS. Client further agrees to maintain such materials for no less than five (5) years.

- E. **Drug Test Results.** Client certifies that it understands that various states impose requirements and/or restrictions on employers intending to obtain or use drug testing results. For example, Minnesota only allows employers to conduct drug testing in certain situations and further requires that certain notices be provided. Client certifies that it will comply with any and all legal requirements or restrictions pertaining to its acquisition or use of drug test results received from Guardian IDS.
- F. **The Work Number.** Client acknowledges that special requirements are imposed by Talx Corporation before access to “The Work Number” may be provided by Guardian IDS. If Client chooses to order such information from Guardian IDS, Client agrees to comply with the terms for “Subscribers” identified on Exhibit B to this Agreement.

5. **Obligations Regarding The Security of Reports.** Client understands that Reports contain sensitive, personal information. Accordingly, Client agrees to do the following in order to preserve the security of the information being provided pursuant to this Agreement:

- A. **Prevent Misuse Of Services Or Information.** Client shall only request Reports for one-time use. Client agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of Reports. Client agrees that Guardian IDS may temporarily suspend Client’s access pending an investigation of Client’s use or access. Client agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, Guardian IDS may immediately terminate this Agreement.
- B. **Properly Maintain The Client Account.** Client is responsible for the administration and control of Account IDs and shall identify a security administrator to coordinate with Guardian IDS. Client shall manage all Account IDs and notify Guardian IDS promptly if any Account ID becomes inactive or invalid. Client shall follow the policies and procedures of Guardian IDS with respect to account maintenance as communicated to Client from time to time.
- C. **Limit Access Within Organization.** Client shall disclose Reports internally only to Client’s designated and authorized employees having a need to know and only in accordance with the Agreement and applicable law. Client shall ensure that such designated and authorized employees shall not attempt to obtain any Reports on themselves, associates, or any other person except in the reasonable exercise of their official duties.
- D. **Limit Distribution Outside of Organization.** Client shall hold any Report obtained from Guardian IDS in strict confidence, and not disclose it to any third-parties except as necessary to comply with adverse-action requirements under the Fair Credit Reporting Act or as otherwise required by law.
- E. **Disposal of Consumer Report Information.** Client agrees to take reasonable measures to dispose of Reports in order to prevent the unauthorized access to – or use of – information in a Report. Reasonable measures for disposing of consumer report information may include: (1) Burning, pulverizing, or shredding papers containing consumer report information so that the information cannot be read or reconstructed; (2) Destroying, erasing, deleting, and/or

scrambling electronic files or media containing consumer report information so that the information cannot be read or reconstructed; or (3) Engaging a professional document destruction contractor to dispose of consumer report information. In all instances, Client's report disposal procedures shall comply with applicable law.

- F. **Properly Handle Any Potential Or Actual Security Breaches.** In the event that Client learns or has reason to believe that Report data has been disclosed to or accessed by an unauthorized party, Client shall comply with any and all applicable data breach laws.

6. **Guardian IDS's Services and Obligations.**

- A. **Compliance with Applicable Laws.** Guardian IDS agrees to comply with all laws applicable to consumer reporting agencies. Among other things, Guardian IDS will: (a) follow reasonable procedures to assure maximum possible accuracy of the information reported, (b) disclose to Consumer, upon request, the information in the Consumer's file, and (c) reinvestigate any information disputed by the Consumer at no charge to the Client and take any necessary action to rectify a report that has been determined to have incorrect or unverifiable information.
- B. **Scope of Information Provided.** Guardian IDS shall seek out and deliver information consistent with the service descriptions set forth at www.Ready2Screen.com at the time of the relevant search. Client understands that it must review and consider the scope of a search before placing an order with Guardian IDS. Client also understands that it will not receive information from Guardian IDS that falls outside of a requested search, and that it will not receive information that Guardian IDS determines—in its sole discretion—to be unreportable under applicable law.
- C. **Administrative Role As To Adverse Action Correspondence.** If Client elects to have Guardian IDS send out pre- and/or post-adverse action letters on its behalf, Client understands that it must notify Guardian IDS each time it wishes for a letter to go out. Guardian IDS will not send out any adverse action letters unless expressly instructed to do so. Client accepts full responsibility for the content of any adverse action letters sent by Guardian IDS, and understands that it must notify Guardian IDS if it wishes to use a particular template or if it wishes to modify the template made available through Guardian IDS. Client agrees that Guardian IDS plays no role in deciding whether an individual should incur adverse action based upon a Report. Client accepts full responsibility for any and all substantive decision-making based upon the Reports it receives from Guardian IDS. Both parties agree that Guardian IDS's role as to the adverse action process is strictly administrative. Client shall indemnify and hold harmless Guardian IDS, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related to Guardian IDS's sending out of pre- and/or post-adverse action correspondence on behalf of Client.
- D. **Administrative Role As To Initial Report Review.** If Client opts to have Guardian IDS conduct an initial review of completed Reports on its behalf, Client shall supply Guardian IDS with definitive and objective instructions on how to do so. Client understands and agrees that it is solely responsible for creating and defining any such instructions. Client also agrees that Guardian IDS plays no role in deciding whether a Consumer should incur adverse action based

upon a Report, and that Guardian IDS's role is strictly administrative. Client accepts full responsibility for any and all substantive decision-making based upon a Report prepared by Guardian IDS. Client understands that Guardian IDS will not send out any notice or communications related to the adverse action process unless expressly instructed by Client to do so and pursuant to agreed-upon terms. Client shall indemnify and hold harmless Guardian IDS, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related to Guardian IDS's initial review of reports pursuant to Client's instructions (as discussed in this Section).

E. Data Retention. Guardian IDS shall retain Reports consistent with its then-applicable document retention policy. As of the Effective Date of this Agreement, Client will generally have access to previously-ordered Reports for two (2) years from the date of the Report, subject to any further limitations under applicable law. Such access shall end within five business days of this Agreement's termination, regardless of the reason for such termination. Client understands and agrees that it remains fully responsible at all times for separately maintaining any Reports or other background screening-related documents required for personnel or legal reasons and certifies that it shall not rely upon the records maintained on Guardian IDS's system as its primary recordkeeping mechanism in any instance.

7. No Legal Advice. Client acknowledges the importance of complying with its obligations under applicable law and agrees that it will consult with legal counsel as appropriate regarding the acquisition and use of Reports. Client understands and acknowledges that Guardian IDS is not a law firm and does not provide legal advice in connection with Guardian IDS's furnishing of Reports to Client or Client's use of such Reports. Client understands that any communications by Guardian IDS's employees or representatives regarding searches, verifications, or the content of reports are not to be considered or construed as legal advice. Client shall consult with counsel as appropriate before deciding whether to act upon information reported by Guardian IDS. Client understands that sample forms or documents made available by Guardian IDS to Client, including, but not limited to, sample disclosure notices, written authorizations, and adverse action notices are offered solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. Accordingly, Client shall consult with counsel to make sure that it is using appropriate documents that comply with any and all applicable federal, state, and local laws. Use of Guardian IDS's sample documents or processes—including any process designed to obtain the consumer's consent to the background check—is entirely optional. Therefore, if Client chooses to use Guardian IDS's sample documents or processes in part or whole, Client agrees that such documents/processes should be considered its own (not that of Guardian IDS), and that Client has consulted with its own legal counsel to the extent necessary regarding the use of such documents/processes. Client shall indemnify and hold harmless Guardian IDS, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related to Client's use of sample forms, sample documents, or processes made available by Guardian IDS.

8. Responsibility for Decision-Making. Client understands and agrees that Guardian IDS does not make the decision to deny employment, deny tenancy, or take any other adverse action based on any reported findings in the Guardian IDS investigation process. This responsibility rests solely with Client. Client accepts full responsibility for any decision or adverse action made in part or whole on a Report provided by Guardian IDS.

9. **Warranties, Remedies, and Indemnification.**

- A. Guardian IDS assembles information from a variety of sources, including courthouses and government agencies. Client understands that these information sources are not maintained by Guardian IDS. Therefore, Guardian IDS cannot be a guarantor that the information provided from these sources is absolutely accurate. Nevertheless, Guardian IDS has in place procedures designed to ensure the maximum possible accuracy of the information reported and also procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.
- B. Client understands that Guardian IDS obtains the information in its Consumer Reports and Investigative Consumer Reports from various third-party sources “AS IS” and, therefore, is providing the information to Client “AS IS”. **GUARDIAN IDS MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE; GUARDIAN IDS EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.**
- C. In addition to any indemnification obligation set forth elsewhere in this Agreement, Client shall indemnify and hold harmless Guardian IDS, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity related to: (i) any breach by Client of this Agreement or addenda to this Agreement, (ii) Client’s violation of applicable laws or ordinances, or (iii) Client’s negligence, misconduct, recklessness, errors or omissions.
- D. **GUARDIAN IDS SHALL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF GUARDIAN IDS WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. IN ADDITION, GUARDIAN IDS SHALL NOT BE LIABLE TO CLIENT FOR AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID TO GUARDIAN IDS BY CLIENT DURING THE 12 MONTHS BEFORE SUCH LIABILITY AROSE. BOTH PARTIES AGREE THAT THE PRICES AFFORDED TO CLIENT ARE PREMISED ON THIS CAP ON DAMAGES.**

10. **Fees and Invoices.** Client shall be responsible for paying all costs and fees for services rendered to it, consistent with Exhibit A. Client shall be responsible for all charges incurred, including applicable court access costs, as well as charges resulting from Client’s errors in inputting data, duplicate requests, and errors in transmission. Guardian IDS may increase its fees for service at any time upon written notice. Client will be billed monthly. Invoices are considered past due after thirty (30) days from date of invoice. Unpaid balances thereafter are subject to a monthly interest charge of up to 1.5% per month until the obligation is paid in full, as allowed by law. Client shall review all invoices furnished and shall notify Guardian IDS of any discrepancies within thirty (30) days of receipt of the invoice. Absent an appropriate notice within thirty (30) days, the invoice will be deemed approved and accepted by Client. If it becomes necessary for Guardian IDS to pursue any collection of any amount due from Client under this Agreement, in addition to the principal amount due and interest, Guardian

IDS shall be entitled to recover its costs of collection including, without limitation, reasonable attorney's fees, as allowed by law.

11. Term. This Agreement may be terminated by either Party for any reason whatsoever upon 30 days' prior written notice to the other Party. Notwithstanding the above, Guardian IDS may terminate this Agreement immediately upon written notice if Client is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if Client undergoes a change in ownership. In addition, Guardian IDS may terminate the Agreement immediately if it determines that Client has violated the Agreement or a separate legal requirement, or if it determines that there has been a material change in existing legal requirements that adversely affects the Agreement.

12. Miscellaneous.

- A. **Counterparts; Facsimile Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- B. **Independent Contractor.** Each party is and shall remain an independent contractor. Neither party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner.
- C. **Address Change.** Client shall notify Guardian IDS if Client changes its name or address.
- D. **Information for "Vetting Purposes".** Client shall be expected to provide certain information to Guardian IDS regarding the nature of its business so that Guardian IDS may appropriately "vet" Client before providing Reports. Among other things, Client shall provide a photocopy of Client's business license, Federal Tax ID/Employer Identification Number and/or articles of incorporation. If Client has been in business LESS than one (1) year, Client must also send a photo copy of two of the following items: A copy of a utility or telephone bill in the business name for services at the principal place of business, a copy of the lease or proof of property ownership, a copy of a bank statement addressed to the Client, or a copy of the commercial insurance under Client's name.
- E. **General Legal Compliance.** Client shall comply with all laws applicable to its ordering, receipt, or use of Reports from Guardian IDS.
- F. **Receipt of Federal Notices.** Client acknowledges that it has received a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Notice to Users of Consumer Reports," which are attached as Exhibit C and D to this Agreement.
- G. **Audits.** Guardian IDS shall have the right to conduct periodic audits of Client's compliance with this Agreement. In addition, certain third-party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit Client either directly or through Guardian IDS. The scope and frequency of any audit shall be at the reasonable discretion of Guardian IDS and will be subject to requirements imposed by third-party vendors. Guardian IDS will provide reasonable notice prior to conducting any audit provided that Guardian IDS has received reasonable notice from any third-party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by Guardian IDS, including, but not limited to, immediate termination of this Agreement. In addition, Guardian IDS may suspend services to Client pending the results of an audit as it deems necessary and appropriate.

- H. Forum Selection and Choice of Law.** Arizona law and federal law will govern this Agreement for all matters except for collections. The parties agree that any legal disputes other than collection matters will be handled in the appropriate state court in Arizona or the appropriate federal court in Arizona. Both parties agree that personal jurisdiction exists in Arizona.
- I. Validity of Agreement.** The invalidity or unenforceability of any one provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.
- J. Force Majeure.** The obligation of Guardian IDS to perform under this Agreement shall be excused if caused by matters beyond its reasonable control, including, without limitation, pandemic, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.
- K. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, Client shall not assign or otherwise transfer this Agreement or any interest herein without the prior written consent of Guardian IDS.
- L. No Third-Party Beneficiaries.** Except as specifically provided for herein, this Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.
- M. No Waiver.** The failure of either party to insist on prompt performance of their duties shall not constitute a waiver of that duty.
- N. Exhibits and Schedules Incorporated.** All Exhibits and Schedules attached hereto are incorporated herein.
- O. Survival.** The following provisions shall survive termination of this Agreement: 4B(2)(e), 5, 6C (indemnification), 6D (indemnification), 7, 8, 9, 10, 12E, and 12H.
- P. Entire Agreement.** This Agreement and any attachments hereto constitute the entire agreement between the parties and supersede all prior understanding, written or oral, between the parties with respect to the subject matter hereof. No changes or alterations may be made to this Agreement unless in writing signed by duly-authorized representatives of each party to this Agreement.

In signing this Agreement on behalf of Client, the individual below hereby certifies that he/she has direct knowledge of the facts addressed above and that **he/she is authorized to execute this Agreement on behalf of Client.**

Guardian Investigations & Document Services, Inc.

Client's Legal Business Name

Signature _____

Printed: _____

Title: _____

Date: _____

Physical Address/Location of Client Identified Above

565 North Idaho Road

Apache Junction, AZ 85119

Signature _____

Printed: _____

Title: _____

Date: _____

In signing this Agreement on behalf of Client, the individual below hereby certifies that he/she has direct knowledge of the facts addressed above and that **he/she is authorized to execute this Agreement on behalf of Client.**

FOR CLIENT

Phone Number: _____ Fax Number: _____ Email Address: _____

Company Name: _____

DBAs: _____

Address: _____

City: _____ State: _____ Zip: _____ Federal Tax I.D. #: _____

Nature of Business/Industry: _____ Website: _____

Business Classification: Corporation LLC Sole Proprietorship/Partnership Non-Profit

If Sole Proprietorship/Partnership:

Owner Name: _____ SSN: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Business Established <1 Year? No Yes Home-Based Business? No Yes

I acknowledge that each of the authorized agents have received and read the following documents. Please check below:

- Summary of Rights Under the Fair Credit Reporting Act
- Best Practice Standards – The Proper Use of Criminal Records in Hiring
- Notice to Users of Consumer Reports
- Remedying the Effects of Identity Theft

Name of Person Signing: (Print) _____ Title: _____

Signature: _____ Date: ____ / ____ / ____

GUARANTOR

This section must be completed, or a credit card on file can be provided in lieu of guarantor.

Name of Person Signing: (Print) _____ Title: _____

Signature: _____ Date: ____ / ____ / ____

FOR GIDS ONLY

Name of Person Signing (Print): _____ Title: _____

Signature: _____ Date: ____ / ____ / ____

EXHIBIT A: SCOPE OF SERVICES

Standard Package \$59.00:

- County Criminal Searches, up to 5, 7 year scope
- Social Trace
- Instant Criminal Database Search, Includes Sex Offender Registry

Package prices are for a single name. Additional names and locations will incur additional fees. Does not include court or state fees.

AUTHORIZED AGENTS

Personnel authorized to use account and update account information.

PRIMARY CONTACT:

Name _____ Phone _____ Email _____

Order Receive Results Access Invoice Email Notifications

USER

Name _____ Phone _____ Email _____

Order Receive Results Access Invoice Email Notifications

USER

Name _____ Phone _____ Email _____

Order Receive Results Access Invoice Email Notifications

USER

Name _____ Phone _____ Email _____

Order Receive Results Access Invoice Email Notifications

USER

Name _____ Phone _____ Email _____

Order Receive Results Access Invoice Email Notifications

SPECIAL HANDLING INSTRUCTIONS

Empty box for special handling instructions.

BILLING CONTACT

Name _____ Phone _____ Email _____

BILLING INSTRUCTIONS

Empty box for billing instructions.

Governing Board Meeting – May 19, 2021

Agenda Item: #13

BOD#: 2021-05-12

Agenda Item Title

Discussion and possible approval of Resolution #2021-05-19-16 for the annexation of undeveloped Arizona State Land Trust property.

Submitted By

Fire Chief Mike Farber

Background/Discussion

The undeveloped area is from the CAP Canal on the West and go through undeveloped State Land to Highway 79. From the North, the annexation boundaries will go from Highway 60 (which is already a part of the District) and go South to the Germain alignment.

There is no cost in the acquisition of this land. There is enormous potential for tax revenue when this land is developed in the future.

Once the Board approves the annexation request, the property will become part of the District after 30 days. At that point, the annexation will be recorded by the county.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Resolution #2021-05-19-16

Recommended Motion

“Motion to approve Resolution #2021-05-19-16 for the annexation of the Arizona State Land Trust property”



Go To Item 14

Go to Agenda

SUPERSTITION FIRE & MEDICAL DISTRICT

Resolution No. 2021-05-19-16

(Annexation of Arizona State Trust Land, Apache Junction, Arizona –

(Multiple Parcel Annexation)

A FORMAL RESOLUTION OF THE ELECTED BOARD OF THE SUPERSTITION FIRE & MEDICAL DISTRICT ORDERING A CHANGE OF THE FIRE DISTRICT BOUNDARIES TO INCLUDE THAT PROPERTY DESCRIBED IN EXHIBIT “A” AS ATTACHED HERETO;

WHEREAS, the Superstition Fire & Medical District Governing Board has been presented with a valid request for annexation of the property described in **Exhibit “A”** as attached hereto, requesting that said property be annexed into the jurisdictional boundaries of the District; and

WHEREAS, the subject property is located within Pinal County and is contiguous to the boundaries of the Superstition Fire & Medical District as shown on the map attached hereto as **Exhibit “B”**; and

WHEREAS, the Superstition Fire & Medical District Governing Board believes that said annexation would be in the best interest of the District and the property owner, and would promote the public health, comfort, convenience, necessity or welfare; and

WHEREAS, all other pertinent requirements of A.R.S. §48-262 have been addressed and met according to law; and

WHEREAS, the Superstition Fire & Medical District Governing Board has determined that the inclusion of the subject property within the boundaries of the Superstition Fire & Medical District will benefit the Superstition Fire & Medical District and the property owner.

NOW THEREFORE, BE IT RESOLVED that the Fire District Board does hereby find that the proposed annexation satisfies the requirements of A.R.S. §48-262(I), and does hereby order the change to its boundaries to include the property

described above, as more specifically set forth in the attached legal description and map.

APPROVED AND ADOPTED this 19th day of May, 2021.

Kathleen Chamberlain
Board Chairperson
Superstition Fire & Medical District

Jeff Cross
Board Clerk



“EXHIBIT A”

Pinal County Parcel Annexation

Township 1 Range 8

- Section 1 through 5 (East of CAP Canal)
- Section 8 through 16 (East of CAP Canal)
- Section 21 through 27 (East of CAP Canal)
- Section 34 through 36 (East of CAP Canal)

Township 2 Range 8

- Section 1 and 2
- Section 3 (East of CAP Canal)

Township 1 Range 9

- Section 17 and 18 (West of Hwy 60)
- Section 19 through 21 (West of Hwy 60)
- Section 27 through 34 (West of Hwy 60)

Township 2 Range 9

- Section 1 through 36

Township 2 Range 10

- Section 7 (West of Hwy 60)
- Section 17 and 20 (West of Hwy 60)
- Section 29 through 32 (West of Hwy 60)

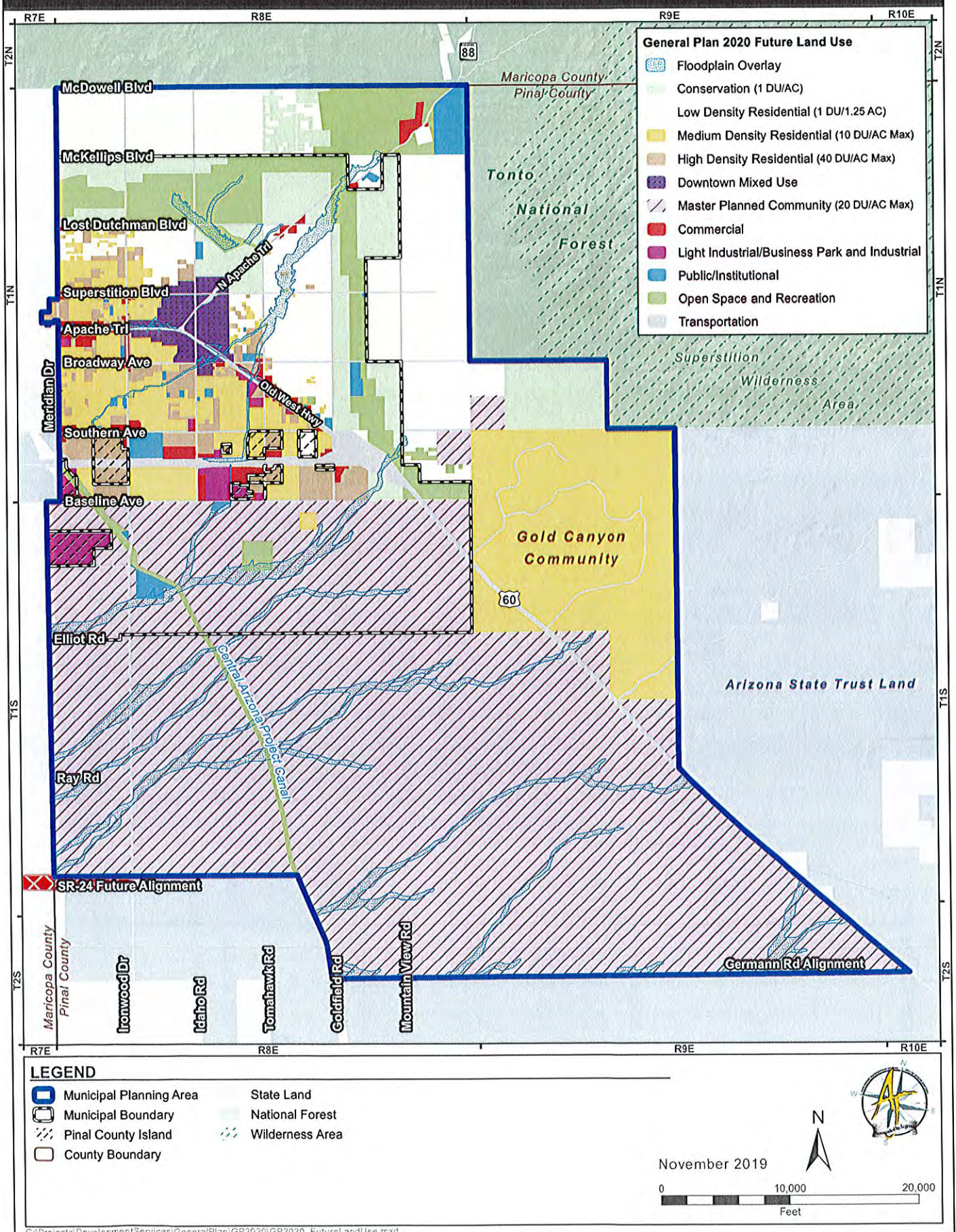




“EXHIBIT B”

FIG. 2

Future Land Use



Governing Board Meeting – May 19, 2021

Agenda Item: 14

BOD#: 2021-05-13

Agenda Item Title

Reports

Background / Discussion

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

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

Recommended Motion:

N/A



Go to Item 15

Go to Agenda

Governing Board Meeting – May 19, 2021

Agenda Item: 15

BOD#: 2021-05-14

Agenda Item Title

New Business / Future Agenda Items

Submitted By

Board of Directors

Background/Discussion

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

Financial Impact

N/A

Enclosure(s)

N/A

Recommended Motion:

N/A



Go to Item 16

Go to Agenda

Governing Board Meeting – May 19, 2021

Agenda Item: 16

BOD#: 2021-05-15

Agenda Item Title

Announcements

Background / Discussion

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

Recommended Motion:

N/A



Go to Item 17

Go to Agenda

Governing Board Meeting – May 19, 2021

Agenda Item: 17

BOD#: 2021-05-16

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



[Go to Agenda](#)

Appendix A

A. Board Meeting Minutes from April 21, 2021

Submitted By

Board Secretary Sherry Mueller

Background / Discussion

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

Financial Impact/Budget Line Item

N/A

Enclosure(s)

April 21, 2021 Board Meeting Minutes





Superstition Fire & Medical District

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

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565 North Idaho Road
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Fax (480) 983-7443

Governing Board Meeting Minutes

April 21, 2021

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, APRIL 21, 2021. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

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

A. Call to Order

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

B. Pledge of Allegiance

The Pledge of Allegiance led by John Whitney V

C. Roll Call

Board Members in attendance were Chairman Kathleen Chamberlain, Clerk Jeff Cross, Director Todd House, and Director Jason Moeller. Director Shawn Kurian was not present.

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

1. Review and approval of the March 2021 financial reports and bank reconciliations. (BOD #2021-04-01)

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

Seconded by Director Moeller

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

2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2021-04-02)

Badge Pinning

Captain Daniel Elliott

Battalion Chief David Pohlmann



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April Anniversaries

17 Years of Service:

Community Risk Reduction Specialist, **Tina Gerola**

4 Years of Service:

Paramedic **Ryan Tonelli**

3 Years of Service:

Paramedic, **Michael Bigg**

2 Years of Service:

Paramedic, **Levi Unzeitig**

3. Call to the Public. (BOD #2021-04)

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

NONE

4. Consideration and possible approval of all consent agenda items listed below (BOD #2021-04-03):

- A. Board Meeting Minutes from March 17, 2021
- B. Executive Session Minutes from March 17, 2021
- C. ImageTrend Vault Contract
- D. UKG Workforce Ready Contract Amendment

Motion by Director Cross to approve all consent agenda items for April 21, 2021.

Seconded by Director Moeller and Director House

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

5. Possible vote to go into Executive Session for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and for instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) regarding the final employment contract for the fire chief position. (BOD #2021-04-04)

Motion by Director Moeller to go into Executive Session pursuant to A.R.S. §38-431.03(A)(3) at 5:38 p.m. for legal advice and for instructions to legal counsel pursuant to A.R.S. §38-431.03(A)(4) re: the final employment contract for the fire chief position”.



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Seconded by Director Cross

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

The Executive Session ended at 5:43 PM

6. Public Session began at 5:44 PM. Discussion and possible action regarding the employment contract for the new Fire Chief, John Whitney. (BOD #2021-04-05)

Director House said he was pleased with the candidates they had to select from.

Clerk Cross thanked Labor and Administrative Staff for their time and efforts they put in through this process. Director Moeller also thanked everyone.

Motion by Director House to approve the contract for the new Fire Chief by the Board of Directors, and the Board Chair is authorized to execute the contract for the new Fire Chief

Seconded by Director Cross

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

Chairman Chamberlain congratulated Chief Whitney. The Board Chair and the Clerk signed four copies of the contract. A group photo was taken of the Board and Chief Whitney and his family.

7. Discussion and update regarding the transition of leadership for the new fire chief. (BOD #2021-04-06)

Fire Chief Mike Farber stated he is pleased with the selection of the next Fire Chief, John Whitney. Chief Farber will support Chief Whitney in any way he can going forward.

Chief Farber gave an update on the transition of leadership and the progress of the Fire Chief office. The walls will be repaired and painted on May 10, 2021. The carpet is scheduled to be cleaned on May 14, 2021.

Chairman Chamberlain stated the start date for Chief John Whitney would be Monday, May 24, 2021.

No Motion

8. Discussion and possible approval to authorize the recognition of Fire Chief Farber for his many years of loyal and dedicated service and commitment to the District by way of presenting him with a ceremonial axe and badge set in appreciation upon his retirement. (BOD #2021-04-07)

Director House stated it is only fitting that the Board of Directors recognize the years of service by Chief Mike Farber by presenting him with the axe and badge. Chief Farber took very little time off during his 36 years of service to Apache Junction Fire District / Superstition Fire & Medical District. Director House stated it was a pleasure working with Chief Farber and he will be sorely missed.

Director Moeller agreed we should approve the axe and badge for Chief Farber.



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Chairman Chamberlain read a brief history of Fire Chief Mike Farber's career.

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

Seconded by Director Moeller

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

9. Discussion and possible direction regarding the establishment and maintenance of a General (100) Fund Financial Reserve Policy. (BOD #2021-04-08)

Finance Director Roger Wood stated that in an attempt to acquire Accreditation, it requires the Board establish and adopt a policy regarding a general fund financial reserve policy. The Intent is to discuss options towards a policy that would go into effect July 1, 2021 for FY 2021 / 2022 as base fiscal year. Finance Director Wood discussed cash balance trending (in the 100 Fund) over time. He also spoke of the line of credit with Wells Fargo, and its importance as it relates to State Wildland response.

Over time, the District's tax revenue has increased. However, the slope of the financial reserve has gone down. Wages and benefits have increased. Director Wood would like a robust discussion on what amount our financial reserve should be relating to our approach to Wildland response.

Director Wood provided three possible options for a solution to the Board. The best option may be to increase the financial reserve in the same dollar amount as the increase in wages and benefits during the time frame from July to September.

Director Wood suggested that in the policy we create, we structure this as a goal. He will be discussing this further in future Board Meetings.

10. Discussion and update regarding the SWAT Agreement with AJPD. (BOD #2021-04-09)

This item was pulled from the agenda until the May 19, 2021 Board Meeting.

11. Discussion and possible approval regarding the number of Battalion Chief positions for FY 21/22. (BOD #2021-04-10)

Fire Chief Farber discussed the number of Battalion Chief positions and the number of current Battalion Chiefs, which is three. Chief Farber said it would be up to the Board if they would like to have four Battalion Chief positions or not, which he previously discussed with the Board Members. Chief Farber stated that Division Chief and Battalion Chief are the same level in our organization.



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He provided a cost analysis that explained it is less expensive to promote a Captain to Battalion Chief and hire a firefighter than to hire a civilian EMS Coordinator (which is an open position). Battalion Chief Pohlmann (recently promoted to Battalion Chief) has been assigned to the EMS Coordinator position. BC Pohlmann recertified dozens (PALS, CPR, ALS/BLS) of employees who needed recertification. Chief Farber detailed all the experience and qualifications that make BC Pohlmann an excellent person to fill this role. This left one open Battalion Chief position and Captain Williamson was temporarily promoted to Battalion Chief to fill that open role.

Clerk Cross discussed the marijuana tax in relation to the PSPRS employment. It is possible that some departments may consider moving civilian positions over to PSPRS.

Chairman Chamberlain stated she did not recall having a discussion or meeting on this subject in the past. Chief Farber said he recalled the meeting was in December 2020 with all the Board Members. Chairman Chamberlain agrees that BC Pohlmann is well qualified for the position. The budget has three approved Battalion Chief positions. Last month, she recalls that Chief Farber said we did not have anyone qualified to take one of those positions and the educational requirements needed to be changed.

Chief Farber explained that we didn't have anyone interested and qualified (with the appropriate educational degree) to move in to one of the BC positions. There was some confusion between Chairman Chamberlain and Chief Farber about the open BC position, and whether or not we have or do not have any interested and qualified internal candidates to fill that open slot. Chief Farber gave further explanation on Division Chief and Battalion Chief, which are essentially the same position. Chief Farber stated his intention was to keep everything transparent for the the Board and the tax payers.

Clerk Cross explained that because we had a need for an EMS Coordinator, and BC Pohlmann was qualified and able to recertify those that needed recertification, Chief Farber put him in that role due to the immediate need. Clerk Cross further stated that we had two openings and it is not necessarily a permanent placement for BC Pohlmann, but due to the business need, Chief Farber assigned BC Pohlmann to the EMS Coordinator position. The Board will need to make the determination to have four BC positions, or if we want to stay with three, which will then force the Board to decide what to do with the EMS Coordinator position.

Chief Farber stated that the amended budget shows three Battalion Chiefs and one Division Chief.

The confusion continued between Chairman Chamberlain and Chief Farber and the discussion went on for several more minutes.

Director House stated he believes Chief Farber did everything within his purview, it was in the budget, this was day-to-day operations to keep the organization running smooth and efficient, and Chief Farber used his judgement to fill that position. Director House did not think Chief Farber has overstepped his boundaries, nor has he betrayed the Board in any way. Director House believes Chief Farber made a good decision in what he did.

The Board agreed and approved four Battalion Chief positions.



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12. Discussion and update on hiring Firefighters for the Safer Grant and maintaining staffing levels and an update on the future hiring list. (BOD #2021-04-11)

Fire Chief Farber talked about staffing levels and currently for Suppression. We are currently at 89 on staff. Chief Farber said we made an offer for a firefighter recruit (Fire Academy starts on July 6, 2021) and this person will make 90, which is what the SAFER Grant requires. There are two people retiring at the end of June and two more retiring in September, 2021, therefore, Chief Farber made offers for two more firefighters to keep the required level of 90 firefighters. These two will be included in the new fiscal year budget in July 2021 (FY21/22) and will be attending the Phoenix Fire Academy starting on July 6, 2021.

The Board and Chief Farber discussed the future and other opportunities for Firefighter Recruits to attend different Fire Academies such as Mesa and Gilbert going forward.

No Motion

13. Policy review for possible approval at the May 19, 2021 Board Meeting. (BOD #2021-04-12)

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

The above previously approved policies had slight verbiage changes for the Board's approval in the May 2021 Board Meeting.

No Motion

14. Reports (BOD #2021-04-13)

Senior Leadership Team (SLT):

Fire Chief Mike Farber

- Update on Thunder Mountain Middle School Purchase
- Update on the TRWC Communications Tower
- Update on Gold Canyon East Homeowners Association on wildland fire precautions
- DR Horton Agreed to set aside 2.5 acres for a new fire station located at Ironwood Road and Warner
- Meeting with the County Board of Supervisors for Cares Act COVID money
- Payroll & AP/AR Desktop Procedures



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Acting Assistant Chief Jeff Cranmer

- Review of recent fires
- Review of recent motor vehicle crashes
- Review of recent regional and quarterly training
- State wildland training
- One Firefighter Recruit at the Phoenix Fire Academy
- UTV Training for Wildland Training
- Hydraulics and hose training at the Regional Training Center
- A-Shift multi-company ladder training
- April Pools Day on Saturday, April 17, 2021

Administrative Services Director Anna Butel

- Board Calendar (May 2021 – December 2022)
- DEMA approved \$14,225.10 (Award Package 2)
- UKG – Walk Through on Build/Required Training
- Lenel Software Upgrade (Windows 10 next Wednesday) Database should migrate to new version without issue

Presumptive Cancer Legislation Update

- April 14th Governor Ducey signed legislation to further protect firefighters by expanding workers compensation for diseases presumed to be a result of their job demands.
- Senate Bill 1451 strengthens the presumption that a firefighter's cancer diagnosis is work related thereby ensuring that more firefighters are eligible for workers compensation.

WebEx Meetings

- SFMD purchased WebEx software and cameras back in 2020 during the height of the pandemic for the board room
- Going forward all meetings are recorded, and paused and muted for executive sessions
- The meetings have been pre-scheduled out for the 3rd Wednesday indefinitely
- The link, phone number, meeting ID, and password will remain the same month over month.
- The link, phone number, meeting ID, password, and Tech Support will be posted on the website and on the Agenda.
- For those having difficulty – Tech Support can be reached at 480-982-4440 x141 for assistance.

Finance Director Roger Wood

S1298 – Fire Districts Pension Liability Financing

- Bill was signed by the Governor; the bill has an emergency clause which means it goes into effect immediately.
- Will begin working with financing firm(s) to research opportunity, process, benefits.
- Will update Board as effort progresses.
- Targeting early fall for placement of Certificates of Participation (COPs).



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15. New Business / Future Agenda Items. (BOD #2021-04-14)

Add agenda item #10 (SWAT Agreement with AJPD) to the May 19, 2021 Board Meeting

16. Announcements (BOD #2021-04)

Chairman Chamberlain would like to schedule a meeting to review SFMD Bylaws

17. Adjourn (BOD #2021-04-15)

Motion by Director House to adjourn the meeting at 7:32 **p.m.**

Seconded by Director Cross

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

Governing Board Approval:

Board Clerk Jeff Cross
Sherry Mueller

Appendix B

B. Discussion and possible approval of Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2021 / 2022 from the Pinal County Treasurer's Office.

Submitted By

Fire Chief Mike Farber

Finance Director Roger Wood

Background / Discussion

This Combined Resolution is an annual requirement from the Pinal County Treasurer's Office. The purpose of the Resolution is for the District to provide direction as to who is authorized to approve the following types of transactions on behalf of the District:

1. Investment Resolution: Authorizes the Pinal County Treasurer's Office to invest on behalf of the District any/all excess funds in interest bearing securities as authorized by law.
2. Warrant Resolution: Identifies individuals who are authorized to provide warrant information including wires, voids, and/or stop payments to the Pinal County Treasurer on a daily basis.
3. Fund Transfer Resolution: Identifies individuals who are authorized to request the Pinal County Treasurer to process wire transfers, book transfers and/or EFT payments on behalf of the District.
4. Warrant Signature Resolution: Identifies (and provides specimen signatures) for those authorized to sign warrants on behalf of the District for the Fiscal Year 2021 / 2022.
5. List of Outside Bank Accounts: Identifies the outside bank accounts maintained by the District.

Financial Impact/Budget Line Item

N/A

Enclosure(s)

Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2021 / 2022



**COMBINED RESOLUTION AFFECTING
COUNTY TREASURER TRANSACTIONS
FOR FISCAL YEAR 2021-2022**

COMES NOW the Governing Board of the Superstition Fire & Medical District of Pinal County, Arizona, and hereby declares that on the 19th day of May, 2021, at a duly called and noticed public board meeting, upon motion duly made, seconded and carried with a vote of _____ “Ayes” and _____ “Nays” this Board approved one or more of the following Resolutions affecting financial transactions with or by the Pinal County Treasurer for Fiscal Year 2021-2022.

An authorized initial in one or more boxes acknowledges the Governing Board’s approval of the one or more of the following resolutions:

WHEREAS, this District periodically has funds on hand that are in excess of any anticipated authorized requirements; and,

WHEREAS, it appears to be in the best interest of the district to authorize the Pinal County Treasurer to invest and keep invested these funds in interest bearing securities as authorized by law; and

WHEREAS, from time to time it will in the best interest of the District, and thus necessary, to authorize the Pinal County Treasurer to sell these securities to provide available funds for current authorized District requirements; and

WHEREAS, Arizona state law permits the Governing Board of this District to request the consent of the Pinal County Board of Supervisors to invest and reinvest all district monies as authorized by law for the fiscal year.

BE IT RESOLVED by that subject to the consent of the Pinal County Board of Supervisors, the Pinal County Treasurer is authorized to purchase, hold, and sell such securities on behalf of this district.

WHEREAS, this District issues or will issue warrants drawn on the servicing bank for the Pinal County Treasurer; and,

WHEREAS, it in the best interest of the District to authorize the herein named person,

Roger Wood
Printed Name

Signature

Jennifer Burke
Printed Name

Signature

Lori Hlavin
Printed Name

Signature

an authorized representative of the District, to provide warrant information including wires, voids and/or stop payments, to the Pinal County Treasurer on a daily basis; and

WHEREAS, the Pinal County Treasurer will submit the warrant information to the servicing bank for valid District purposes and to prevent fraud and/or illegal use of district funds.

BE IT RESOLVED by the Governing Board that subject to the consent of the Pinal County Board of Supervisors, the District will provide the Pinal County Treasurer with warrant information as appropriate in the regular course of District business.

WHEREAS, it appears to be in the best interest of the District to authorize

Roger Wood
Printed Name

Signature

Jennifer Burke
Printed Name

Signature

Lori Hlavin
Printed Name

Signature

as an authorized representative of the district to request the Pinal County Treasurer to process wire transfers, book transfers, ACH and/or EFT payments on behalf of the District.

BE IT RESOLVED that the Governing Board hereby authorizes one or both of the foregoing persons to request that the Pinal County Treasurer process payments via Treasurer check, wire transfers, book transfers, ACH and/or EFT payments on behalf of the District on behalf of the district for the fiscal year, 2021-2022.

This resolution is required of those districts authorized by Arizona Statute to issue its own warrants.

WHEREAS, it appears to be in the best interest of the district to authorize the below specified persons to sign warrants on behalf of the district for the fiscal year, 2021-2022;

BE IT RESOLVED that the Governing Board hereby authorizes the following persons to sign warrants on behalf of the district for the fiscal year, 2021-2022.

Kathleen Chamberlain
Printed Name _____ Signature _____

Jeff Cross
Printed Name _____ Signature _____

Todd House
Printed Name _____ Signature _____

Jason Moeller
Printed Name _____ Signature _____

Shawn Kurian
Printed Name _____ Signature _____

Roger Wood
Printed Name _____ Signature _____

WHEREAS, the Pinal County Treasurer’s Office shall be advised of any outside bank accounts maintained by the district we hereby give notice of the following account(s):

Wells Fargo Phoenix, AZ Payroll Clearing Account
Bank Name Bank Location (city/st) Account Purpose

Wells Fargo Phoenix, AZ Electronic Deposit/ACH Payment Account
Bank Name Bank Location (city/st) Account Purpose

Wells Fargo Phoenix, AZ Lockbox Payment Account
Bank Name Bank Location (city/st) Account Purpose

BY OUR SIGNATURES BELOW WE CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE RESOLUTION ADOPTED BY THE GOVERNING BOARD OF THE DISTRICT AND THAT THIS RESOLUTION HAS NOT BEEN AMENDED OR REVOKED BY THE BOARD.

Dated: _____

Approval for Fiscal Year 2021-2022

Kathleen Chamberlain, Chairperson
Name and Title: (Typed/Printed)

(Signature)

Jeff Cross, Clerk
Name and Title: (Typed/Printed)

(Signature)

Todd House, Director
Name and Title: (Typed/Printed)

(Signature)

Jason Moeller, Director
Name and Title: (Typed/Printed)

(Signature)

Shawn Kurian, Director
Name and Title: (Typed/Printed)

(Signature)

Appendix C

C. United Healthcare Confirmation of Renewal

Agenda Item Title

Employee Medical Insurance for FY 2021/2022

Submitted By

Mike Farber, Fire Chief
Finance Director Roger Wood

Background/Discussion

The SFMD leadership team has been working in conjunction with our health insurance broker Crest on the 2021/22 employee benefit package.

Financial Impact(s)/Budget Line Item

Change to the per-pay-period benefit dollar amount of \$490 for each employee.

Enclosure(s)

United Healthcare Confirmation





CONFIRMATION OF RENEWAL

Client Name: Superstition Fire & Medical District

This document will confirm placement of the following plans and rates:

Coverage will be effective on: 07/01/2021
 For a period of: 12 months

POLICY #: 914634

2021 Policy includes: Performance Funding

Please refer to renewal exhibit and plan documents for detailed benefit coverage.

Option 1: CHG3 Modified		
Rx Plan: 01		
In Network Copays: PCP \$20, SPC \$40, OP D & C, IP D & C, UC \$50, ER \$250, MD D & C		
In Network Ded/Coins/OOP: Ded \$1,000/\$2,000 (Emb), Coins 80%, OOP \$3,000/\$6,000		
Drug Benefit: \$10/35/70; 2.5 for M.O.		
Tier	Premium incl. Commissions/Fees	
EE Only	\$484.54	
EE + 1	\$1,172.58	
Family	\$1,768.57	

Option 2: CHGM Modified		
Rx Plan: 01- HSA		
In Network Copays: PCP D&C, SPC D&C, OP D&C, IP D&C, UC D&C, ER D&C, MD D&C		
In Network Ded/Coins/OOP: Ded \$3,000/\$6,000 (Emb), Coins 80%, OOP \$4,000/\$8,000		
Drug Benefit: \$10/35/70; 2.5 for M.O.		
Tier	Premium incl. Commissions/Fees	
EE Only	\$384.50	
EE + 1	\$930.49	
Family	\$1403.42	

Option 3: CHHA Modified Rx Plan: 01-HSA		
In Network Copays: PCP D&C, SPC D&C, OP D&C, IP D&C, UC D&C, ER D&C, MD D&C		
In Network Ded/Coins/OOP: Ded \$2,000/\$4,000 (NonEmb), Coins 80%, OOP \$3,000/\$6,000		
Drug Benefit: \$10/35/70; 2.5 for M.O.		
Tier	Premium incl. Commissions/Fees	
EE Only	\$421.29	
EE + 1	\$1,019.52	
Family	\$1,537.72	

Please contact me if you have questions or concerns.

In Good Health,



Kelly Kron | UnitedHealthcare | Employer & Individual | Strategic Account Executive |
1 East Washington Suite 1700 Phoenix, AZ 85004 | ✉ Kelly.Kron@uhc.com | ☎ Office: 602-255-8510

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Appendix D

D. Aetna EAP Renewal

Agenda Item Title

Employee Assistance Program for FY 2021/2022

Submitted By

Mike Farber, Fire Chief
Finance Director Roger Wood

Background/Discussion

The District provides its employees with Employee Assistance Program (“EAP”) resources through Aetna. The agreement with Aetna is scheduled for renewal on July 1, 2021. The attached EAP with Aetna agreement is a 3-year agreement with no increase in the rates currently charged which is \$7.68 per employee per month.

Staff recommends the Board approved the renewal of the 3-year EAP agreement with Aetna.

Financial Impact(s)/Budget Line Item

FY 2021 / 2022 Budget: 100-10-53940-10: \$10,045.00 / 150-10-53940-10: \$2,304.00

Enclosure(s)

Aetna Employee Assistance Program 3-Year Agreement (July 1, 2021 – June 30, 2024)





**Aetna Employee Assistance Program
Attn: EAP Contracting
151 Farmington Ave
Hartford, CT 06156
Mail Stop RSAA
FAX Number 1-800-970-6255**

Superstition Fire and Medical District
Attn: Chief Mike Farber
565 N. Idaho Road
Apache Junction, AZ 85219

May 10, 2021

Dear Chief Farber:

Thank you for renewing your Aetna Resources For Living Employee Assistance Program ("EAP") Services Agreement ("Services Agreement"). At Aetna, we believe in an integrated, total health focus where an EAP and other benefits are part of a continuum of care.

This letter ("Renewal Letter") serves to confirm our agreement that you and Aetna mutually agree to: (i) renew your Services Agreement, and (ii) amend the Services Agreement as follows:

- (a) the Service and Fee Schedule is hereby replaced with the enclosed Service and Fee Schedule.

All other terms and conditions of the Services Agreement not addressed herein shall remain in full force and effect.

Please review these documents. If they are acceptable to you, please sign the enclosed signature document where indicated, and e-mail the documents back to me at the email address at the bottom of this Renewal Letter. Alternatively, you may return a copy to the address and contact department noted at the top of this Renewal Letter or FAX the signed documents to the FAX number also indicated above. Please keep a copy for yourself prior to sending back to Aetna.

If we do not hear from you or receive the signed documents by July 10, 2021, Aetna will consider the terms of this Renewal Letter and its attachments as part of the Services Agreement which will serve as the complete and sole contract between us and you.

We look forward to a continued long and productive relationship between Aetna and Superstition Fire and Medical District. Should you have any questions regarding this Renewal Letter or any other aspects of your Employee Assistance Program, please do not hesitate to contact us.

Sincerely,

EAP Express Account Portal
EAPEXpressAccountPortal@aetna.com

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

The term of this Renewal shall be from July 1, 2021 through June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this letter to be executed by their duly authorized representatives.

**SUPERSTITION FIRE AND MEDICAL
DISTRICT**

AETNA BEHAVIORAL HEALTH, LLC

Signed By:

Signed By:

Printed Name:

Title:

Date:

Printed Name:

Title:

Date:

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

SERVICE AND FEE SCHEDULE

This Employee Assistance Program Renewal is made and entered into by and between Aetna Behavioral Health, LLC on behalf of itself and its affiliates (hereinafter "Company") and Supersitition Fire and Medical District (hereinafter "Customer").

Customer hereby elects to receive the Services, within the 50 U.S. states only, as designated below. The below Service Fees shall be in effect for three (3) years, beginning upon the Effective Date of this Renewal, and, thereafter, if this Renewal is extended by the parties for any additional successive term, such Service Fees shall be reasonably negotiated by the parties for such successive term. Notwithstanding the immediately preceding sentence, the below Service Fees shall be amended by Company, from time to time during the first three (3) years of this Renewal and for any future period(s) thereafter, in accordance with the terms of this Service and Fee Schedule.

Core Features and Services (included in the PEPM)	\$7.68 PEPM
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- Unlimited telephonic access to licensed clinicians 24 hours a day, seven days a week.
- Ten (10) counseling sessions per problem per contract year with EAP network contracted providers.
- Access to comprehensive, nationwide network of EAP providers who are licensed, master’s level behavioral health professionals.
- Referrals to community services.
- Internet access to our EAP website 24 hours a day, seven days a week.
- Telephonic management and supervisory consultation.
- Designated account management with EAP administrative expertise.
- Standard printed communication materials and additional promotional materials in electronic format.
- Quarterly EAP utilization reports.*
- Web-based WorkLife Services, Legal and Financial Services and Identity Theft Services.
- Bank of Standard CISD Hours: Six (6) hours of standard CISD services are included in the EAP Session Model PE/PM Rate. Any additional standard CISD sessions are \$250.00 per hour plus travel and preparation expenses reimbursed at a flat rate of \$150.00 per counselor. Immediate CISD’s are subject to the fees described below. Additional services are priced below
- Standard Intake Model.

Additional Services:

Training and Education: The term “Training and Education” refers to training, provided by Company, or a Company Contracted educator to the Customer, concerning general behavioral health and work/life issues. This includes Employee Orientation Meetings and Supervisor Orientation Trainings. This training may be provided in different ways, i.e. in-person, telephonically, or web-based. Additional fees apply to web-based training over 50 participants (Participants is defined as unique phone lines calling into the webinar). Department of Transportation (DOT) services are excluded from standard Training and Education services.

- Training and Education Fee for Service Pricing:
 - Fee for Service On-Site Training Pricing: \$250.00 per hour for the total amount of time that the educator is on site, plus a \$150.00 per hour charge for travel and preparation time. If training is not scheduled consecutively or multiple topics are scheduled, additional travel and preparation costs may apply.

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

- Fee for Service Webinar Training Pricing: \$250.00 per hour, plus a \$150.00 charge for preparation for each web-based training for up to 50 participants. For webinars with more than 50 participants, an additional charge of \$25.00 applies for each additional 25 participants up to a maximum of 200 participants.
- Sessions less than one (1) hour in duration will count as one (1) hour of Training and Education.
- Training and Education Cancellation Fee: Failure to provide Company with six (6) business days' notice of cancellation of a previously scheduled training program may result in a charge of:
 - Fee for Service Training Cancellation Fee: \$375.00 per hour for services which are provided on a fee for service basis and which are subject to the hourly rate.
 - For Department of Transportation compliance training to meet Drug-Free Workplace regulations regarding drug and alcohol awareness, see pricing referenced below under Drug Free Workplace Services. Mental Health First Aid trainings are excluded from standard Training and Education services. For specialized Mental Health First Aid training, see separate definition under Mental Health First Aid.
- MENTAL HEALTH FIRST AID: An educational program offered to Customers to help managers and employees recognize and respond to mental health issues in the workplace and in the community. The curriculum includes an overview of mental health and provides education about Anxiety, Depression, Suicide, Trauma, Psychosis, and Substance Use Disorders, along with videos, interactive exercises and practice scenarios. Courses must be taught onsite. The 8-hour in-person course and the 6-hour virtual course can be provided at the corporate and community levels. Whether virtual or in-person both the 8-hour in-person and 6-hour virtual courses provide all participants that complete course with Mental Health First Aid Certification for three years. The 4-hour virtual and in-person general awareness courses are available for Corporate level only. The 4-hour course does NOT provide participants with a Mental Health First Aid Certification. In-person courses are limited to 30 participants per course. The virtual 4-hour general awareness course has a participant minimum of 15 participants and a maximum of 25 participants. The virtual 6-hour courses have a 15-participant minimum/maximum per course.

Mental Health First Aid Virtual Delivery Requirements for Participants

Virtual courses will be hosted through The National Council for Behavioral Health's Zoom webinar platform, and The National Council will provide a how-to guide for participants who have never used this platform.

- Computer – Windows or Apple desktop or laptop computer OR Mobile Device/Tablet/Surface: iOS, Android, Windows
- Phone (backup audio option) – It is highly recommended that users join the course from a tablet, laptop or desktop computer for the best experience. Phones may be used for audio support.
- Microphone and speakers – Participants whose computers do not have a microphone and/or speaker can use the dial-in option from their phone for audio.
- HD Webcam – Either built into the user's device or external.
- Internet Connection – We recommend an internet speed of at least 5 mbps upload/download speed. Users can test their internet speed here: <https://www.speedtest.net/>

For the virtual 4-hour general awareness course, Plan Sponsor will ensure that participants review course materials prior to attending a virtual session. Course materials will be available for download via the online learning platform.

The virtual 6-hour certification course is a blended course that includes two hours of self-directed pre-work and four hours of instructor led training. Plan Sponsor will ensure that there are 15 identified participants for registration that are committed to completing required online learning pre-work and attending the four hours of instructor led training. Course materials will be available for download via the online learning platform.

If registered participant(s) does not complete the required two hours of self-directed pre-work, the participant(s) will be denied access to the four hours of live facilitator led training. If a participant doesn't complete the pre-work or is not able to attend the instructor led portion of the course,

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

participants will not be able to makeup the session or receive certification and no refund will be issued. Participants will only receive a certificate upon completion of post test and evaluation.

Mental Health First Aid: Please contact your Account Executive for Mental Health First Aid pricing should you require these services.

- Community Version ONLY: Mental Health First Aid fees are subject to change without notice due to specific regulation changes. Please contact your Account Executive for updated pricing, should you require these services.
 - 8 Hour Course - This option provides eight (8) hours of standard Mental Health First Aid curriculum. Fee includes all instructor fees, travel (if applicable). Check with your Account Executive for more information.
- Corporate In-Person Version ONLY: Mental Health First Aid fees are subject to change without notice due to specific regulation changes. Please contact your Account Executive for updated pricing, should you require these services. 30 participant maximum.
 - 8 Hour Course – This option provides eight (8) hours of standard Mental Health First Aid curriculum. Fee includes all instructor fees, travel, and customization for delivery locations within continental United States. Additional travel and expenses may apply for delivery locations in Alaska and Hawaii.
 - 4 Hour Course – This option provides four (4) hours of standard Mental Health First Aid curriculum. Fee includes all instructor fees, travel, and customization for delivery locations within continental United States. Additional travel and expenses may apply for delivery locations in Alaska and Hawaii.
- Corporate Virtual Version ONLY: Mental Health First Aid fees are subject to change without notice due to specific regulation changes. Please contact your Account Executive for updated pricing, should you require these services. Minimum of 15 participants and Maximum of 25 participants
 - 6 Hour Course - This option provides six (6) hours (2 hours self-directed pre-work + 4 hours of instructor led training) of standard Mental Health First Aid curriculum. Fee includes all instructor fees and customization.
 - 4 Hour Course - This option provides four (4) hours of standard Mental Health First Aid curriculum. Fee includes all instructor fees and customization.
- Mental Health First Aid Cancellation Fee Schedule (In-person or Virtual): If cancelled for any reason within 30 days from the training date, Customer will be responsible for the cancellation fees as follows:
 - 50% of the total fee 15-30 days prior to the scheduled date of training.
 - 100% of the total fee 0-14 days prior to the scheduled dates of training.

Critical Incident Support (Crisis Support/Management Services/Critical Incident Stress De-Briefing (CISD) Services): An array of services offered by the EAP that helps an organization to prepare for, prevent, or respond to traumatic events. Acts of war are excluded from on-site CISD Services.

- CISD (Critical Incident Stress Debriefings) Fee for Service Pricing (beyond the six (6) hours included above):
 - Fee for Service Standard CISD Pricing (On-site attendance response time in greater than 2 hours)
 - \$250 per hour plus travel and preparation expenses reimbursed at a flat rate of \$150 per counselor. Out of area or special request expenses are additional.
 - Fee for Service Immediate CISD Pricing (On-site attendance response time in less than 2 hours)
 - \$350 per hour plus travel and preparation expenses reimbursed at a flat rate of \$150 per counselor. Out of area or special request expenses are additional.

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

- CISD hours used, whether fee for service and/or within the bank of standard hours, are calculated based upon the combined total number of hours all clinicians are on-site.
- CISD Cancellation Fee: Whenever possible, Superstition Fire and Medical District agrees to provide Company with 24 hours advance notice of cancellation of any requested Workplace Crisis Response Services. Failure to provide Company with 24 hours' notice of cancellation of any services:
 - Bank of Standard CISD Hours Cancellation Fee: Services which are included in the bank of capitated hours described above and which are subject to the hourly rate, will result in a charge of \$375.00 per incident.

Reduction in Force: The process by which a work organization reduces its work force by eliminating jobs, such as closing subsidiaries or departments.

- Reduction in Force Fee for Service Pricing:
 - \$250 per hour plus travel and preparation expenses reimbursed at a flat rate of \$150 per counselor.
- Reduction in Force Cancellation Fee: Failure to provide Company with 24 hours notice of cancellation of Reduction in Force Services will result in a charge of \$375 per incident.

Drug Free Workplace Services: Suite of services to assist Customer in managing workplace related employee substance mis-use and/or disclosure of substance abuse in the workplace. Services for general employer industries include Company EAP case management of mandatory referrals related to workplace impacted substance abuse, as well as management consultation services as described above. Services for transportation related industries, such as employers who are regulated by DOT, FMCSA, FAA, FRA, FTA, PHMSA, etc., include substance abuse case management by a Substance Abuse Professional (SAP) for Department of Transportation regulation compliance. Additional service for transportation regulated employees includes DOT training to meet Drug-Free Workplace regulations regarding drug and alcohol awareness available through American Substance Abuse Professionals (ASAP) or comparable SAP provider. A variety of training formats are available, including on-site, on-line or video.

- Drug Free Workplace services:
 - \$750 per case, for substance abuse case management by Substance Abuse Professionals (SAP) and/or for Department of Transportation regulation compliance.
 - DOT Alcohol and Drug-Free Workplace for Supervisors Training to meet Drug-Free Workplace regulations regarding drug and alcohol use. Additional fees may be added on to the base rate for DOT training. These fees will be assessed on a case-by-case basis and are dependent upon travel expenses and for classes that exceed 50 participants.
 - DOT Supervisor Training - 2 hours at \$800
 - DOT Alcohol and Drug-Free Workplace for Employees Awareness Training (Note: this training does not meet Drug-Free Workplace regulations regarding drug and alcohol use.) Additional fees may be added on to the base rate for DOT training. These fees will be assessed on a case-by-case basis and are dependent upon travel expenses and for classes that exceed 50 participants.
 - DOT Employee Training - 1 hour at \$400

Other Terms/Conditions:

- NOTE: Original contractual definition of "Employee" and "Dependent" are amended to include adult children up to the age of 26.

EMPLOYEE ASSISTANCE PROGRAM TERMS AND CONDITIONS

- Rate is guaranteed for three (3) years from the renewal date of July 1, 2021.
- Rate assumes standard billing process of single bill at plan sponsor level only.
- *Utilization reports are provided on a Quarterly basis. If for any 2 consecutive reporting periods there is less than 1% utilization, reporting frequency will default to Annual reporting.
- Company may adjust Service Fees effective as of the date on which any of the following occurs:
 - If, for any Service, there is a change in the number of Employees greater than +/- 20% of current population assumed in Company's quotation as of the Effective Date of this Renewal.
 - Change in Services – A material change in Services is requested or initiated by the Customer or by legislative action.
 - Premium Taxes or Assessments – If legislative or regulatory action results in the assessment of premium taxes or other like charges as it concerns those Services provided under the terms of this Agreement.
 - EAP Services may be subject to regulation under the Knox-Keene Act in the State of California. Program documentation and procedures may be adjusted accordingly.