BOARD OF DIRECTORS MEETING

August 18, 2021

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

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

PURSUANT TO A.R.S. §38.431.02
Notice is hereby given to the general public the Superstition Fire & Medical District (SFMD) will hold a meeting on **Wednesday, August 18, 2021**. The meeting will be held at the Superstition Fire & Medical District’s Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the general public and will begin at **5:30 p.m. local time**.

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

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

1. **Review and approval of the July 2021 financial reports and bank reconciliations. (BOD #2021-08-01)**

2. **Recognition of employee performance, achievements, and special recognition for community members. (BOD #2021-08-02)**

3. **Call to the Public. (BOD #2021-08-03)**  
   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 #2021-08-04):**
   A. Board Meeting Minutes from July 21, 2021  
   B. Executive Session Minutes from July 21, 2021  
   C. Fire Service Training Agreement with The City of Phoenix  
   D. Apacheland Heritage Days Annual Medical Staffing Agreement - 2022  
   E. Native American Arts Festival Annual Medical Staffing Agreement – 2022

5. **Discussion and possible action regarding Superstition Fire & Medical District’s PSPRS Annual Pension Funding Policy #2021-08. (BOD #2021-08-05)**
6. Possible vote to go into Executive Session (#1) for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and possible instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) re: the pending White personnel matter; upcoming hearing regarding the same. (BOD #2021-08-06)

   Possible vote to go into Executive Session (#2) for legal advice pursuant to §A.R.S. 38-431.03(A)(3) regarding the Fire Chief’s Annual Evaluation. (BOD #2021-08-07)

7. (#1) Discussion and possible action re: the pending White personnel matter; upcoming hearing regarding the same; possible directions to the Fire Chief, staff and legal counsel relating to the same. (BOD #2021-08-08)

8. (#2) Discussion and possible action regarding the Executive Session for the Fire Chief Annual Evaluation process. (BOD #2021-08-09)

9. Discussion and possible action regarding the September 15, 2021 board meeting due to a scheduling conflict with VFW (BOD #2021-08-10)

10. Senior Leadership Team Reports (BOD #2021-08-11)

    Fire Chief John Whitney  
    Assistant Chief Richard Ochs  
    Assistant Chief Richard Mooney  
    Assistant Chief Jeff Cranmer  
    Administrative Services Director Anna Butel  
    Finance Director Roger Wood  
    Transportation Services Director Billy Warren  
    Captain John Walka

11. New Business / Future Agenda Items (BOD #2021-08-12)

12. Announcements / Document Signing (BOD #2021-08-13)

13. Adjourn (BOD #2021-08-14)

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: August 12, 2021
At: 1600 Hours
By: Sherry Mueller

The Superstition Fire & Medical District (SFMD) Administrative Office Board Meeting Room is accessible to the handicapped. In compliance with the 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.
Agenda Item: 1  
BOD#: 2021-08-01

**Agenda Item Title**  
Review and approval of the July 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 July 2021 financial reports and bank reconciliations.”
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 July 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
Governing Board Meeting – August 18, 2021
Agenda Item: 2
BOD#: 2021-08-02

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

Submitted By
Fire Chief John Whitney
Assistant Chief Rick Ochs

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

August Anniversaries

32 Years of Service: Captain/Paramedic Andy Kuhn
20 Years of Service: Firefighter Paul Gruetzmacher
20 Years of Service: Firefighter Mark Widick
17 Years of Service: Captain/Paramedic Jon Williamson
14 Years of Service: Administrative Assistant II Kelly Bartz
6 Years of Service: Account Clerk Specialist Lori Hlavin
6 Years of Service: Transportation Services Manager Billy Warren
5 Years of Service: Firefighter/Paramedic Clint Musgrave

Recognition of retiring Engineer Mark Blackstone
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
Governing Board Meeting – August 18, 2021
Agenda Item: 4
BOD#: 2021-08-04

**Agenda Item Title**
Consideration and possible approval of all consent agenda items as listed below:

A. Board Meeting Minutes from July 21, 2021 – Appendix A  
B. Executive Session Minutes from July 21, 2021- Appendix B  
C. Fire Service Training Agreement with The City of Phoenix - Appendix C  
D. Apacheland Heritage Days Annual Medical Staffing Agreement – 2022 - Appendix D  
E. Native American Arts Festival Annual Medical Staffing Agreement – 2022 - Appendix E

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

**Recommended Motion**
"Motion to approve the consent agenda items for August 18, 2021.”
Go to Item 6

Go to Agenda

### Governing Board Meeting – August 18, 2021

**Agenda Item: 5**  
BOD#: 2021-08-05

#### Agenda Item Title
Superstition Fire & Medical District’s PSPRS Annual Pension Funding Policy #2021-08

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

#### Background/Discussion
House Bill 2097 Amending Title 38, Chapter 5, Article 4, Arizona Revised Statues, By Adding Section 38-863.01; Relating to the Public Safety Personnel Retirement System.

38-863.01 Pension Funding Policies: Employers

BEGINNING ON OR BEFORE JULY 1, 2019, EACH GOVERNING BODY OF AN EMPLOYER SHALL ANNUALLY:

1. Adopt a pension funding policy for the system for employees who were hired before July 1, 2017. The pension funding policy shall include funding objectives that address at least one of the following:
   a. How to maintain stability of the governing body’s contributions to the system.
   b. How and when the governing body’s funding requirement of the system will be met.
   c. Defining the governing body’s funded ratio target under the system and the timeline for reaching the targeted funded ratio.

2. Formally accept the employer’s share of the assets and liabilities under the system based on the system’s actuarial valuation report.

3. The governing body shall post the pension funding policy on the governing body’s public website.

#### Financial Impact(s)/Budget Line Item
Based on the Board’s decision to refinance the PSPRS pension unfunded liability through the sale of Certificates of Participation, the District’s funding ratio for its Tier 1 and Tier 2 public safety employees is 100%. Staff recommends that the Board officially adopt the attached SFMD PSPRS funding policy effective August 1, 2021.

#### Enclosure(s)
PSPRS Annual Pension Funding Policy #2021-08

#### Recommended Motion
"Motion to approve the District’s PSPRS Annual Pension Funding Policy #2021-08 in accordance with House Bill 2097 ARS 38-863.01."
The intent of this policy is to clearly communicate the Superstition Fire & Medical District’s Governing Board (“Board”) pension funding objectives and its commitment to our employees, the sound financial management of the Superstition Fire & Medical District, and to comply with new statutory requirements of Laws 2018, Chapter 112.

Terms used throughout this policy:

**Unfunded Actuarial Accrued Liability (UAAL)** – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

**Annual Required Contribution (ARC)** – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

**Funded Ratio** – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

**Intergenerational equity** – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The Superstition Fire & Medical District’s public safety employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

**Public Safety Personnel Retirement System (PSPRS)**

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions:

1) Commingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and;

2) Serve as the statewide uniform administrator for the distribution of benefits.
Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies’ assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund’s assets, each fund has its own funded ratio and contributions are made from that fund’s assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The Superstition Fire & Medical District has one trust fund for public safety employees.

The Board formally accepts the assets, liabilities, and current funding ratio of the Superstition Fire & Medical District’s PSPRS trust funds from the June 30, 2020 actuarial valuation, detailed below.

<table>
<thead>
<tr>
<th>Trust Fund</th>
<th>Assets</th>
<th>Accrued Liability</th>
<th>Unfunded Actuarial Accrued Liability</th>
<th>Funded Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1 &amp; 2</td>
<td>$41,620,655</td>
<td>$62,177,195</td>
<td>$20,556,540</td>
<td>66.9%</td>
</tr>
<tr>
<td>Tier 3</td>
<td>$23,570,444</td>
<td>$23,239,599</td>
<td>($330,845)</td>
<td>101.4%</td>
</tr>
<tr>
<td>Totals</td>
<td>$65,191,099</td>
<td>$85,416,794</td>
<td>$20,225,695</td>
<td>76.3%</td>
</tr>
</tbody>
</table>

**PSPRS Funding Goal**

On July 29, 2021, the District concluded the sale of $29,360,000 in Certificates of Participation (COPs) in order to achieve a fully funded status for its Tier 1 and Tier 2 public safety employees. In addition, a Contingency Reserve Fund was established to provide for funds in the event that future investment and/or benefit circumstances cause the District’s Tier 1 and Tier 2 funding ratio to fall below 100%.

The Board’s PSPRS funding ratio goal is to reach 100% (fully funded) by August 1, 2021, and to maintain the 100% fully funded status going forward.

The Board established this goal for the following reasons:

- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity
- The Fire Board is committed to maintaining the full normal payroll pension payments for all Tier 1, Tier 2, and Tier 3 public safety employees from operating funds.
Agenda Item Title:
Possible vote to go into Executive Session for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and possible instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) re: the pending White personnel matter; upcoming hearing regarding the same.

Submitted By:
Legal Counsel William Whittington

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

Financial Impact:
N/A

Enclosure(s):
None

Recommended Motion:
"Motion to go into Executive Session at (State Time) for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and possible instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) re: the pending White personnel matter; upcoming hearing regarding the same."
Governing Board Meeting – August 18, 2021  
Agenda Item: 6.01  
BOD#: 2021-08-07

**Agenda Item Title:**  
Possible vote to go in to Executive Session for legal advice pursuant to A.R.S. § 38-431.03(A)(3) regarding the Fire Chief's annual evaluation process.

**Submitted By:**  
Legal Counsel William Whittington

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

**Financial Impact:**  
N/A

**Enclosure(s):**  
N/A

**Recommended Motion:**  
“Motion to go into Executive Session at [State Time] for legal advice pursuant to A.R.S. § 38-431.03(A)(3) regarding the Fire Chief's annual evaluation process.”
Governing Board Meeting – August 18, 2021
Agenda Item: 7
BOD#: 2021-08-08

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

Submitted By
Legal Counsel William Whittington

Financial Impact(s)/Budget Line Item

Enclosure(s)
n/a

Recommended Motion
TBD
Governing Board Meeting – August 18, 2021
Agenda Item: 8
BOD#: 2021-08-09

Agenda Item Title:
Public Session. Discussion and possible action re: the Fire Chief’s annual evaluation process.

Submitted By:
Legal Counsel William Whittington

Financial Impact:
N/A

Enclosure(s):
N/A

Recommended Motion:
TBD
Governing Board Meeting – August 18, 2021
Agenda Item: 9
BOD#: 2021-08-10

Discussion and possible action regarding the September 15th, 2021 Board Meeting being rescheduled due to a conflict with the VFW invitation.

Submitted By
Kathleen Chamberlain, Chairperson
John Whitney, Fire Chief

Background/Discussion
Board members have been invited to attend a community meet and greet with other area leadership at the VFW. The date and time of the event conflict with the September 15th Board meeting. Staff is requesting guidance from the Board regarding their interests.

Financial Impact(s)/Budget Line Item
n/a

Enclosure(s)
n/a

Recommended Motion
"TBD"
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
Governing Board Meeting – August 18, 2021
Agenda Item: 11
BOD#: 2021-08-12

**Agenda Item Title**
New Business / Future Agenda Items

**Financial Impact**
N/A

**Enclosure(s)**
N/A

**Recommended Motion:**
“TBD”
Governing Board Meeting – August 18, 2021
Agenda Item: 12
BOD#: 2021-08-13

**Agenda Item Title**
Announcements and Document Signing

**Background / Discussion**
The BOD and staff may share and discuss items to be placed on future BOD agendas.

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

A. Board Meeting Minutes from July 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)
July 21, 2021 Board Meeting Minutes
Governing Board Meeting Minutes

July 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, JULY 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 Sherry Mueller

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

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

1. Review and approval of the June 2021 financial reports and bank reconciliations. (BOD #2021-07-01)

   Motion by Director House to approve the June 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 #2021-07-02)

   July Anniversaries

   28 Years of Service
   Battalion Chief Amy Brooks

   26 Years of Service
   Battalion Chief Brett Broman

   25 Years of Service
   Captain Brian Logsdon

   21 Years of Service
   Captain / Paramedic Jeff Ehrlich
   Captain Joe Garcia

   20 Years of Service
   Captain / Paramedic Mark Castaneda
   Firefighter Dan McKinney

   3 Years of Service
   EMT Kelsey Christensen

   1 Years of Service
   Paramedic Brian Urquizo
Recognition of retiring Engineer Andrew Colby

Recognition of Engineer Promotions: Matthew Perez and Lance Frawley

3. Call to the Public. (BOD #2021-07)
   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 #2021-07-03):
   A. Board Meeting Minutes from June 16, 2021
   B. Executive Session Meeting Minutes (Session 1) from June 16, 2021
   C. Executive Session Meeting Minutes (Session 2) from June 16, 2021
   D. Possible Approval of Changing Natural Gas Vendors
   E. TSI Inc. maintenance agreement for the District’s PortaCount machine calibration
   F. The Preplanners Agreement for GIS Data Custodian Services
   G. The Preplanners Agreement for Pre-Fire documents

   Consent agenda item “D” was pulled from the list for further discussion.

   Motion by Director Moeller to approve consent agenda items A, B C, E, F and G for July 21, 2021.
   Seconded by Director House
   Vote 5 ayes, 0 nays, MOTION PASSED

   There was questions and discussion between Board Members and Staff about the change in natural gas vendors. The current vendor discontinued service in Gold Canyon, therefore we were forced to change vendors.

   Motion by Director House to approve consent agenda item D for July 21, 2021.
   Seconded by Director Cross
   Vote 5 ayes, 0 nays, MOTION PASSED

5. Public Hearing in accordance with ARS §48-805.02 in order to hear taxpayer’s comments on the proposed Superstition Fire & Medical District revenue and expenditure for Fiscal Year 2021/2022. (BOD #2021-07-04)

   This Public Hearing is required by ARS §48-805.02. Board of Directors Chairman will consider audience comments/questions on issues related to the proposed Fiscal Year 2021/2022 Revenue and Expenditure Budget. The Board of Director Chairman closed the Public Hearing after no one from the Public attended or made a request to speak.

   There was no person from the public that made a request to speak.

   No Motion
6. Discussion and possible approval of FY2021/2022 budget and adoption of Resolution #2021-07-21-01: Budget Adoption. (BOD #2021-07-05)

Superstition Fire & Medical District Budget - FY 2021 / 2022

<table>
<thead>
<tr>
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<th></th>
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<tbody>
<tr>
<td>General Operating (M&amp;O)</td>
<td>$17,802,674.90</td>
<td>$17,297,194.00</td>
<td>$17,297,194.00</td>
<td>$44,485,475.90</td>
<td>$18,928,766.90</td>
<td>$19,756,153.90</td>
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<td>Transport Services</td>
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<td>$3,585,291.15</td>
<td>$3,585,291.15</td>
<td>$3,628,310.52</td>
<td>$3,662,106.00</td>
<td>$3,635,348.00</td>
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<tr>
<td>Capital Projects</td>
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<td>$1,737,206.74</td>
<td>$1,737,206.74</td>
<td>$2,267,142.49</td>
<td>$1,793,607.49</td>
<td>$708,678.49</td>
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<tr>
<td>Special Revenue</td>
<td>$90,061.48</td>
<td>$88,356.98</td>
<td>$88,356.98</td>
<td>$81,500.03</td>
<td>$25,800.00</td>
<td>$25,800.00</td>
</tr>
<tr>
<td>Debt Retirement Principal</td>
<td>$813,168.90</td>
<td>$792,437.08</td>
<td>$792,437.08</td>
<td>$764,973.82</td>
<td>$727,797.82</td>
<td>$733,681.82</td>
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<tr>
<td>Debt Retirement Interest</td>
<td>$162,916.51</td>
<td>$190,513.62</td>
<td>$190,513.62</td>
<td>$132,140.43</td>
<td>$122,071.73</td>
<td>$99,663.83</td>
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<tr>
<td>Certificate of Participation Reserve</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$3,324,954.00</td>
<td>$3,335,454.00</td>
<td>$3,346,454.00</td>
</tr>
</tbody>
</table>

Motion by Director House to adopt Resolution 2021-07-21-01: Budget Adoption, fully adopting the estimates of proposed revenues and expenditures by the Superstition Fire & Medical District for the fiscal year beginning July 1, 2021 and ending June 30, 2022 in the amount of $54,684,497.19 and declaring that such shall establish the budget of the Superstition Fire & Medical District for Fiscal Year 2021/2022.

Seconded by Director Cross

Vote 5 ayes, 0 nays, MOTION PASSED

7. Discussion and possible approval of a six (6) month extension to the terms of the FY2020/2021 Memorandum of Understanding between the Superstition Fire and Medical District and the United Mesa Firefighters Association, Superstition Chapter, Local 2260. (BOD #2021-07-06)

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

This extension has been mutually agreed upon by the Fire Chief and the Employee Organization. The extension of terms is necessary and mutually beneficial due to the timing of revenue discovery, a possible budget amendment, and continued negotiations.

Section 7.5, Paragraph 2 of the approved 2020/2021 Memorandum of Understanding between the Superstition Fire and Medical District and United Mesa Firefighters Association, Superstition Chapter, Local 2260. [In the event the parties are unable to reach agreement on a new MOU, prior to the expiration of this MOU, the SFMD Governing Board of Directors and the Employee Organization may extend this MOU by mutual agreement for the time period necessary to complete negotiations. All terms of this agreement shall remain in effect during continued negotiations.]
Motion by Director Moeller to approve the 6-month extension to the terms of the 2020/2021 Memorandum of Understanding (MOU) between the Superstition Fire & Medical District and the United Mesa Firefighters, Local 2260, Superstition Chapter."

Seconded by Director Kurian

Vote 5 ayes, 0 nays, MOTION PASSED

8. Discussion and possible approval regarding the reclassification of the Transportation Services Manager title and job description to Transportation Services Director. (BOD #2021-07-07)

The Transportation Services Manager position was previously vacated and remained unfilled. The duties of the position were dispersed amongst remaining staff. In an interest to recentralize and focus operations in the Transportation Services Division, it was deemed appropriate to rehire for a similar position. There is a renewed focus on elevating the expectations of that position to enhance the capabilities of the Transportation Services Division as a valued component of the District. Staff requests reclassification of the Transportation Services Manager position to a new position, Transportation Services Director. The increase in compensation was previously presented as part of the budget process due to timing needs. The updated position will be a member of the Senior Leadership Team and will report directly to the Fire Chief. This reclassification elevates and clarifies expectations for this position as the point person for the Transportation Services Division.

Motion by Director House to approve the reclassification of the Transportation Services Manager title and job description to Transportation Services Director.

Seconded by Director Cross

Vote 5 ayes, 0 nays, MOTION PASSED

9. Possible vote to go into Executive Session for legal advice pursuant to § A.R.S. 38-431.03(A)(3) and possible instructions to legal counsel pursuant to § A.R.S. 38-431.03(A)(4) re: the pending White personnel matter; upcoming mediation and hearing regarding the same. (BOD #2021-07-08)

Motion by Director Cross to go into Executive Session at 6:06 PM for legal advice pursuant to ARS §38-431.03(A)(3) and possible instructions to legal counsel pursuant to § A.R.S. 38-431.03(A)(4) re: the pending White personnel matter; and upcoming mediation and hearing regarding the same.

Seconded by Director Kurian

Vote 5 ayes, 0 nays, MOTION PASSED

The Executive Session ended at 7:11 PM.
10. Public Session began at 7:17 PM. Discussion and possible action re: the pending White personnel matter; upcoming mediation and hearing regarding the same; possible directions to Fire Chief, staff and legal counsel relating to the same (BOD #2021-07-09)

Motion by Director Moeller to authorize legal counsel to proceed as directed by the Board during the Executive Session, and further authorize Chief Whitney to pursue a possible settlement agreement and authorize Chief Whitney to confer with Chairman Chamberlain in regard to all such matters related to the Brian White personnel matter.

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

11. Reports (BOD #2021-07-10)

Senior Leadership Team (SLT):

**Fire Chief John Whitney**
- COP (Certificate of Participation) Sale
- AFDA/AFCA Conference
- Fire Board Bylaws Committee Update
- Superstition Vistas
- AJUSD
- CARES Act Funding
- Committee Work
- Foundational Solidification & Identity
- Strategic Planning Process

**Assistant Chief Rick Ochs**

Community and Growth & Development
- Keystone Homes, Superstition / Royal Palm (167 Units)
- North Idaho Apartments – Phase I (213 Units)
- North Idaho Townhomes – Phase II (172 Units)
- Review of Growth & Development data; past 3 years

**Assistant Chief Richard Mooney**

Transportation Division
- June Transports Data
  - 387 Transports for June 2021
  - 396 Transports for June 2020
- Total of 23 Code 3 Responses for June 2021

- Transportation Hiring Process Completed
- SFMD has established an EMT & Paramedic List
  - List of 4 Paramedics
  - List of 8 EMT’s
Acting Assistant Chief Jeff Cranmer

YTD Call Volume
- 2021 YTD through June – 5,345
- 2020 YTD through June – 5598

May Call Volume
- Fires – 18
- EMS – 554
- Other – 290
- TOTAL = 862

Administrative Services Update
- Recruit Firefighter Process
  - July 8th Written Exam
  - July 14th – 20th Panel Interviews
  - July 24th – 25th Intern Academy
- Update on Exchange bug known as Hafnium

Financial Services Update
- Update to District pension policy at August Board meeting
- Changes to Employer Contribution rates as a result of paying off unfunded liability for PSPRS

12. New Business / Future Agenda Items. (BOD #2021-07-11)
- For the August 2021 meeting: Discussion on the performance evaluation process for Chief Whitney
- For the August 2021 meeting: Discussion regarding opening up the Board Meetings to in-person for the public again

13. Announcements (BOD #2021-07)
- Director House discussed the 11,000 – 12,000 acres in Entrada Del Oro – builders trying to change the area from housing to commercial
- Chief Whitney stated we will be tracking current Covid trends

14. Adjourn (BOD #2021-07-12)

Motion by Director House to adjourn the meeting at 7:56 PM.

Seconded by Director Cross
Vote 5 ayes, 0 nays. MOTION PASSED.

Governing Board Approval:

___________________________
Board Clerk Jeff Cross
Sherry Mueller
Appendix B

B. Executive Session Minutes from July 21, 2021

Submitted By
Board Secretary Sherry Mueller

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

Financial Impact/Budget Line Item
N/A

Enclosure(s)
N/A
Appendix C

C. IGA with The City of Phoenix – Fire Training

Submitted By
Fire Chief John Whitney

Background / Discussion
The contract is an intergovernmental agreement between the Superstition Fire & Medical District and the City of Phoenix that allows each agency to

Financial Impact/Budget Line Item
N/A

Enclosure(s)
Contract Document: Intergovernmental Agreement between Superstition Fire & Medical District and the City of Phoenix for Fire Training
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE SUPERSTITION FIRE AND MEDICAL DISTRICT
FOR FIRE SERVICE TRAINING

Phoenix Contract No. _____________
Superstition Contract No. _____________

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of ___________, 202_, by and between the City of Phoenix, for and on behalf of the Phoenix Fire Department (“the City”), and the Superstition Fire and Medical District (“the Agency”). Throughout this Agreement, the City and the Agency individually may be referred to as “Party” and may be referred to collectively as “Parties” to this Agreement.

RECITALS

WHEREAS, the City Manager of Phoenix, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, the City and the Agency are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix; and,

WHEREAS, agreements for fire service training and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions; and,

WHEREAS, it is the desire of the municipalities, governmental jurisdictions, agencies, and fire districts participating in this Agreement, to work together for mutual benefit of the public, Agency’s community and all of the Agency’s personnel; and,

WHEREAS, the Agency desires to participate in Phoenix Fire Department Fire Service Training in order to more effectively provide emergency fire, medical and other services; and,

WHEREAS, the City desires the participation of the Agency to more effectively provide emergency fire, medical and other services; and,
WHEREAS, Ordinance No. ________ dated __________________ authorized the City to enter into an agreement with the Superstition Fire and Medical District for participation in the Phoenix Fire Department Fire Service Training.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

ARTICLE I. PURPOSE

The Parties desire to enter into this Agreement for the purpose of enabling them to conduct and participate in fire service training hosted by the City. Fire service training includes, but is not limited to: Aircraft Rescue Firefighter (ARFF) Certification Training, Firefighter Recruit Training, Fire Inspector Training, Hazardous Material Technical (HZM) Certification Training, EMT/Paramedic Recertification Training (CORE), and Technical Rescue Technician (TRT) Certification Training, and follow-on required continuing education.

ARTICLE II. STATEMENT OF SERVICES

1. Fire Service Training:
   The City will provide fire service training and follow-on continuing education as outlined in Exhibit A, Fire Service Training Menu.

2. Availability of Training:
   Nothing in this Agreement creates an obligation or otherwise requires the City to host training, or to provide an opportunity in any particular training class to the Agency.

3. Training Records:
   The City will provide original training records for the Agency’s personnel upon the completion of any training being provided, or upon termination of the Agency personnel’s attendance in the training program. The City will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole when the law, fire service standards, or best practices require or make reasonable and prudent the preservation of such information.

4. Equipment and Assistance with Training:
   4.1 The City shall specify the equipment and materials ("Required Equipment") that the Agency must provide to its employees, or that the Agency employees must have in order to participate in any particular training program. The Agency’s employees must have the required equipment as a condition of participation in the training program.
4.2 Upon reasonable request, the Agency will provide the City with instructors for assistance. When the Agency has facilities or equipment (e.g., a burn building, training props, apparatus, etc.) that can facilitate a specific training being conducted by the City, the Agency will allow the City to use such facilities, subject to their availability, when it is determined by both Parties to be in their mutual best interest. Any such contributions by the Agency, to the extent applicable, will be considered in determining the Training Fees.

5. **Discipline. Academic Requirements and Skill Performance Standards:**

5.1 The City reserves the right, in its sole discretion, to determine whether the Agency employees are maintaining the minimum requirements necessary to continue in the training. In the event a student is removed for failure to abide by training or affiliated training location or vendor academic, ethical, or disciplinary standards applicable to all fire service training students, the employing party will remain responsible for full payment of contractual training fees. Removal from training is apart and independent from whether the impacted employee is disciplined or terminated by the employing Agency.

5.2 Employees of both Parties shall be subject to the same standards for purposes of training and academics. In the event that an Agency employee is suspected of having engaged in misconduct while in training being conducted by the City, the City shall report the suspected misconduct to the Agency as soon as practicable. The employing Agency will be responsible for conducting any appropriate investigation and taking corrective action or discipline.

5.3 The City has the sole responsibility and authority to determine issues relating to: (1) the curriculum and content of instruction for training; (2) the training schedule and hours; (3) decisions about whether the Agency’s employees should remain in the training; (4) the implementation and execution of policies and procedures applicable to City controlled training and City owned training locations; (5) the facility and location of site specific training, (6) the assignment and use of any Agency provided instructors, staff, or equipment.

5.4 The Parties understand and agree that the City will determine the curriculum for training programs to meet, in part, to satisfy the City standards, which may include the skill performance standards within the Phoenix Fire Department's Training Standards. The Agency may request cross-training on the City materials, the presentation of which shall be provided by the Agency’s personnel. The Parties further understand and agree that the City will determine the appropriate location necessary to support training programs which, in part, satisfy the City standards. Additional training needs beyond the City standards, which may require additional time and resources, by way of separate agreements will be the sole responsibility of the requesting Agency.
5.5 The City will regularly communicate with the Agency on issues that may affect the ability of an Agency’s employee to successfully complete the training program, including, but not limited to academics, physical fitness, discipline, requirements of the Arizona State Fire Marshal and Arizona Department of Health Services. The City will advise the Agency, as soon as possible, when it appears that an Agency employee may be subject to being removed from a City training program.

6. **AGENCY RESPONSIBILITIES:**
Agency agrees to be responsible for ensuring that their employees sent to the City premises or training location pursuant to this Agreement meet the following minimum requirements to receive the training:

6.1 Agency warrants that all Agency employees participating in training are thoroughly familiar with the type of exercise and physical ability necessary to participate and represents that, to the best of its knowledge, the health and physical condition of all Agency employees participating is excellent and that they are capable of undertaking this training.

6.2 Agency warrants that all Agency employees participating in training are thoroughly familiar with the type of training being conducted and that their training and experience is sufficient to undertake this training.

6.3 Agency agrees that prior to receiving City fire training services training or utilizing a City facility for training, Agency employees must sign and submit an Assumption of Risk and Release Agreement City of Phoenix Fire Service Training Form, Exhibit B.

6.4 While on City premises and at any other time or place during which Training Services or other activity pursuant to this Agreement is being conducted Agency warrants that employees shall comply with all applicable United States Federal, State of Arizona, and Local laws, statues and ordinances, and with all legal and applicable regulations or orders of any governmental department, board, bureau, or agency, including the City.

6.5 Agency will ensure that Agency employees have required protective gear, uniforms, or other required equipment for the Training Services.

6.6 **Necessary third party agreements:** Due to the variety of insurance, indemnification, background check requirements etc., where training requires a separate Agreement in order to provide clinical rotations, such as in Paramedic Training, the Agency will be solely responsible for making sure their employees are covered under an agreement with the non-City owned training site location and the Agency.
For Paramedic Training clinical rotations, the City will provide the necessary academic instruction. Additionally, the City will assist and track students with the required record keeping which is reviewed weekly to include patient assessment areas, skills completed, hours worked, student and preceptor evaluations and documentation of all patient contacts. City staff available to the students throughout the clinical training includes the Program Director, Clinical Coordinator, Program Coordinator and any additional EMS staff assigned to the paramedic class. Student identification badges, access to electronic record keeping or paper records for the students to track all of the required hours, skills and assessments to meet CAAHEP, CoAEMSP and AZDHS requirements will be provided by the City.

However, the insurance, indemnification, and decisions about agreeing to site specific background checks and policies will be the responsibility of the Agency, as evidenced through separate agreements.

**ARTICLE III. TERM OF THE AGREEMENT**

1. **Term:**
   This Agreement shall commence on the Effective Date referenced above, and shall continue in force for five-years or until terminated by formal act of the Parties.

2. **Termination and Cancellation:**
   Either Party at their convenience, by written notice, may terminate this Agreement in whole or in part by providing thirty days (30) written notice to the other Party. If this Agreement is terminated, the Agency, will be liable under the provisions of this contract for services and material rendered and accepted. In addition, the Parties acknowledge that this Agreement is subject to the cancellation by either party pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

**ARTICLE IV. GENERAL TERMS AND CONDITIONS**

1. **Governing Law; Forum; Venue:**
   This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts in the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.
2. **Implied Terms:**
Each and every provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement shall be amended to make such insertion or correction.

3. **Entire Agreement; No Waiver; Amendment:**
This Agreement is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by both Parties.

4. **Health Insurance Portability and Accountability Act (HIPAA) of 1996:**
The Parties certify that each is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. The Parties warrant that each will cooperate in the course of performance of the Agreement so that the Parties will be in compliance with HIPAA.

5. **Third-Party Beneficiary Clause:**
The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

6. **Fund Appropriation Contingency:**
The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

7. **No Joint Venture:**
No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.
8. **Assignment and Delegation:**
Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by either Party without the prior written consent of both Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

9. **Independent Contractor Status:**
To the extent required by law, the Parties agree that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, neither Agency nor any of Agency’s agents, employees or helpers will be deemed to be the employee, agent, or servant of the City.

10. **Workers’ Compensation:**
To the extent required by law, and pursuant to A.R.S. §23-1022(D), for the purposes of workers’ compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers’ compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers’ compensation and related benefits.

11. **Severability:**
The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which shall remain in effect without the invalid provision or application.

12. **Compliance with Laws:**
The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

13. **Drug Free Workplace:**
The Parties will comply with the Drug Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party’s breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

14. **Immigration Requirements:**
To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S.
§ 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party’s breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

15. Legal Worker Requirements:
To the extent applicable by law, the Agency is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the City shall ensure that:

15.1 To the extent applicable by law, each subcontractor the City uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214,

15.2 To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by the Agency.

15.3 To the extent applicable by law, the Agency will have the legal right to inspect the papers of the City and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

16. Confidentiality and Data Security:
16.1 All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to the Agency from the City in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Agency will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.

16.2 Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Agency must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.
16.3 In the event that data collected or obtained by the Agency in connection with this Agreement is believed to have been compromised, Agency will notify the City Privacy Officer immediately. Agency agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

16.4 Agency agrees that the requirements of this Section will be incorporated into all subcontractor/sub consultant agreements entered into by the Agency. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

16.5 The obligations of Agency under this Section will survive the termination of this Agreement.

ARTICLE V. PAYMENTS

1. Payment and Fees:
Agency will pay the amount identified in the Fire Service Training Menu, Exhibit A, for each Agency employee that attends training. This amount may be adjusted at the discretion of the Phoenix Fire Chief based on Agency's contribution to the training through the provision of non-monetary resources such as facilities and personnel, recruit training officers, and other factors listed for non-monetary resources.

2. Invoicing:
Phoenix Fire Department will invoice Agency, per training class under this Agreement. Agency shall remit all payments to the City of Phoenix Fire Department within thirty (30) calendar days of the invoice date (the "Due Date"). If Agency's payment is not received with five (5) days after the Due Date, Phoenix may exercise its right to terminate this Agreement.

3. Fees for Non-Monetary Resources:
3.1 In establishing the Training Fee, the Parties may consider the nature and duration of the training; additional expenses associated with Agency’s participation in the training; non-monetary contributions by the Agency in facilities, personnel, or equipment; and the experience, value, and goodwill inherent in the Parties training together. The City’s Fire Chief has the discretion to waive fees, in whole or part, for the Agency when it is in the best interest of the City.
ARTICLE VI. INDEMNIFICATION

1. Indemnification and Claims Release:

1.1 The Agency acknowledges that participating in the Training Services is dangerous and includes the inherent and hazardous risks, including, but not limited to, the risk of serious injury, illness, death, burns, dismemberment, or permanent disability to Agency or Agency’s employees.

1.2 Indemnification:
Each party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “Indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (“Claims”), but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Each party must use its best efforts to cause all contractors (each an “Additional Indemnitor”) to indemnify, defend, save and hold harmless the other party from and against any and all Claims caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor [and persons for whom they are vicariously liable].

Indemnifications Survive. The provisions of this Agreement wherein a Party has explicitly indemnified the other Party shall survive the expiration or earlier termination of this Agreement.

ARTICLE VII. NOTICES

1. Any notice, consent, or other communication (“notice”) required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to City:
Phoenix Fire Department
150 S. 12th Street
Phoenix, AZ 85034
Attn: Kara Kalkbrenner
Phoenix Fire Chief
Telephone: (602) 256-3189

If to Contractor:
Superstition Fire and Medical District
565 N. Idaho Rd.
Apache Junction, AZ 85119
Attn: John Whitney
Superstition Fire Chief
Telephone: (480) 982-4440
Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Either Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Party as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.
IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PHOENIX, a municipal corporation
ED ZUERCHER, City Manager

By: ____________________________
Kara Kalkbrenner
Fire Chief

ATTEST:

_______________________________
City Clerk

APPROVED AS TO FORM:

_______________________________
Acting City Attorney

SUPERSTITION FIRE AND MEDICAL DISTRICT

By: ____________________________
John Whitney
Fire Chief

ATTEST:

_______________________________
Clerk, Superstition Fire and Medical District

APPROVED AS TO FORM:

_______________________________
Attorney, Superstition Fire and Medical District
In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by the undersigned who determined that it is in appropriate form and is within the powers and authority of the respective parties.

CITY OF PHOENIX

By: __________________________
Sandra Hunter
Assistant Chief Counsel

Date: ________________________

SUPERSTITION FIRE AND MEDICAL DISTRICT

By: __________________________
Attorney

Date: _________________________
EXHIBIT A - FIRE SERVICE TRAINING MENU

Students who have taken the initial training class from the Phoenix Fire Department will receive the corresponding continuing education classes, for that course, at no additional charge.

<table>
<thead>
<tr>
<th>Aircraft Rescue Firefighter (ARFF) Certification Training</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Course Overview</strong></td>
</tr>
</tbody>
</table>
| Scope | Students will study a curriculum required pursuant to the Federal Aviation Administration (FAA) 139.319. Students will learn skills needed to safely perform at Sky Harbor International Airport to include but not limited to: 


This training will utilize the Incident Management/Unified Command structure and provide structure for working with our Aviation Partners. |
| **Course Length** | 2 Classroom Weeks, 80 Hours – M – F 0800 – 1700 
2 additional driver training days – 0800 – 1700 
Optional Live Burn Day (1 day per student) – 0800-1700 |
| **Testing/Certification** | Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are completed during the Live Burn Exercise and Drivers Training portion of the class. 

Students must complete a written examination at the end of the 80-hour course with a passing score of 75%. 

Engineers will be required to complete additional Drivers Training with the Drivers Training Captain at the end of the 80-hour course. 

Students will be required to complete a Live Burn Exercise at the end of the 80-hour course to become ARFF Certified. 

Students must attend 100% of the class, Live Burn and Drivers Training to be certified. |
| Cost | Base cost - $1,340.00  
|      | Base cost with optional live burn - $1,840.00 |

## EMT/Paramedic Recertification Training (CORE)

<table>
<thead>
<tr>
<th>Course Overview</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>Overview</td>
<td>This is a recertification course designed to meet State requirements for recertification of EMT's and Paramedic's.</td>
</tr>
</tbody>
</table>

The EMCT is an individual who has been certified in Arizona as an Emergency Medical Technician and/or a Paramedic. The EMCT is an allied health professional whose primary focus is to provide basic and advanced emergency medical care for critical and emergent patients who access the emergency medical system. These individuals possess the complex knowledge and skills necessary to provide patient care and transportation.

The Core program meets and exceeds the requirements set forth for recertification by national, state, local organizations for these individuals to provide the highest level of care to our community.

The Core recertification program recertifies individuals through the American Heart Association, in Basic Life Support, Advanced Life Support and Pediatric Life Support.

The Core recertification process provides individuals with the latest updates and resources from PFD Emergency Medical Services:

Recertifying members in service delivery with a specialized educational approach geared towards meeting the needs of the communities we serve: Assists us with fielding questions, changes and issues from the field in a timelier manner; Aids with dealing any discrepancies or immediate needs/issues that must be addressed as soon as possible; Identify and respond to community needs that demand high level training and customer service.

CORE is purposely scheduled to assist members with remaining certified while creating minimal impact on deployment and staffing.
<table>
<thead>
<tr>
<th>Linked Target Capabilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>▪ EMS System- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care</td>
</tr>
<tr>
<td>▪ Research- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care.</td>
</tr>
<tr>
<td>▪ Workforce Safety and Wellness-Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care.</td>
</tr>
<tr>
<td>▪ Documentation- Applies fundamental knowledge of the EMS system, safety/well-being of the EMT/Paramedic, and medical/legal and ethical issues to the provision of emergency care. Review of the Documentation Tool Guide, PFD Volume 12, and PFD Treatment Guidelines.</td>
</tr>
<tr>
<td>▪ EMS System Communication- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, medical/legal and ethical issues to the provision of emergency care.</td>
</tr>
<tr>
<td>▪ Medical/Legal and Ethics- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, medical/legal and ethical issues to the provision of emergency care.</td>
</tr>
<tr>
<td>▪ Anatomy and Physiology- Applies fundamental knowledge of the anatomy and function of all human systems to the practice of EMS.</td>
</tr>
<tr>
<td>▪ Medical Terminology- Uses foundational anatomical and medical terms and abbreviations in written and oral communication with colleagues and other health care professionals.</td>
</tr>
<tr>
<td>▪ Disease profiles and Pathophysiology- Applies fundamental knowledge of the pathophysiology of respiration and perfusion to patient assessment and management.</td>
</tr>
<tr>
<td>▪ Pharmacology- Applies fundamental knowledge of the medications that the EMCT may assist/administer to a patient during a medical emergency.</td>
</tr>
</tbody>
</table>
- Airway Management/Respiration- Applies knowledge (fundamental depth, foundational breadth) of anatomy and physiology to patient assessment and management in order to ensure a patent airway, adequate mechanical ventilation, and respiration for patients of all ages.

- Patient Assessment- Applies scene information and patient assessment findings (scene size-up, primary and secondary assessment, patient history, reassessment) to guide emergency medical management.

- Medical Emergencies- Applies fundamental knowledge to provide basic and advanced emergency care and transportation based on assessment findings for an acutely ill patient with medical emergencies.

- Trauma/Shock- Applies fundamental knowledge to provide basic and advanced emergency care and transportation based on assessment findings for an acutely injured patient with traumatic emergencies.

- OB/GYN- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for a patient with special needs in obstetrics and individuals with pregnancies.

- Pediatric and Neonatal emergencies- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for a pediatric patient, and patients with special needs.

- Geriatrics- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for the elderly/geriatric patient, and elderly patients with special needs.

<p>| Scope | The EMCT is an allied health professional whose primary focus is to provide basic and advanced emergency medical care for critical and emergent patients who access the emergency medical system. This individual possesses the complex knowledge and skills necessary to provide patient care and transportation. |</p>
<table>
<thead>
<tr>
<th>Course Length</th>
<th>1 day, 8hrs. Held on Monday's and Friday's 0800-1700. Prerequisites must be completed prior to attending class.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery Options</td>
<td>▪ Complete: In a Classroom setting utilizing Video content, PowerPoint presentation and multiple skills application.</td>
</tr>
<tr>
<td></td>
<td>▪ Partial: Utilizing all AHA and CORE video content. Once completed, members will be tested on individual skills at battalion office in a small group setting.</td>
</tr>
<tr>
<td></td>
<td>▪ Train-the-Trainer: Required Prior: previous teaching experience, Instructor certifications and in good standing with in Phoenix Fire Department.</td>
</tr>
<tr>
<td></td>
<td>▪ Skills Instructor: Follow another instructor for each skill and demonstrate a &quot;Teach Back&quot; at mastery level prior to becoming a skills instructor.</td>
</tr>
<tr>
<td></td>
<td>▪ Lead Instructor: Follow a lead instructor with classroom instruction and management. Upon following a lead instructor, the member will Lead the Core classroom with another lead, assisting the trainee to mastery.</td>
</tr>
<tr>
<td>Target Audience</td>
<td>Fire Service, Hazardous Materials, Law Enforcement, Emergency Medical Services, Public Works</td>
</tr>
<tr>
<td>Prerequisites</td>
<td>▪ Current AZ DHS EMT certification</td>
</tr>
<tr>
<td></td>
<td>▪ Current AZ DHS Paramedic certification</td>
</tr>
<tr>
<td></td>
<td>▪ RN, PA and/or MD/DO</td>
</tr>
<tr>
<td></td>
<td>▪ Current:</td>
</tr>
<tr>
<td></td>
<td>▪ American Heart Association (AHA) — BLS Health Care Provider certification AND (For Paramedic, RN, PA, MD and DO)</td>
</tr>
<tr>
<td></td>
<td>▪ American Heart Association (AHA) — Advanced Life Support provider certification</td>
</tr>
<tr>
<td></td>
<td>▪ American Heart Association (AHA) — Pediatric Life Support provider certification</td>
</tr>
<tr>
<td></td>
<td>▪ All AHA video modules completed with certificates.</td>
</tr>
<tr>
<td></td>
<td>▪ All state required CE's completed for EMT's and Paramedic's</td>
</tr>
<tr>
<td></td>
<td>▪ EMT- 24 CE hrs.</td>
</tr>
<tr>
<td></td>
<td>▪ Paramedic — 48 CE hrs.</td>
</tr>
<tr>
<td><strong>Testing/Certification</strong></td>
<td>EMCT members, during the testing process, will demonstrate competence in a wide range of emergency care skills. Members will show competence in the following skills during testing: patient assessment/management of a trauma patient, patient assessment/management of a medical patient, assessment/management of cardiac arrhythmias, cardiac arrest management/AED utilization, basic and advance airway/ventilation management of an apneic patient, long bone fracture immobilization, joint dislocation immobilization, traction splinting, bleeding control/shock management, upper airway adjuncts and suction, bag-valve-mask ventilation with supplemental oxygen, and supplemental oxygen administration to a breathing patient. Members will show competency in Pediatric, Adult and Geriatric patient management. The course will be geared towards a team based setting with advance and basic level practitioners. Members will take written exams covering all course objectives. Exams will be American Heart Association BLS, ACLS and PALS. A passing score of 80% must be obtained. Upon completion of Psychomotor skills and written testing, members must demonstrate that they have completed the required number of CE hours, a OHS application, class and AHA rosters, and AHA evaluation prior to recertification.</td>
</tr>
<tr>
<td><strong>Evaluation Strategy</strong></td>
<td>Practical Skills will be assessed through various skills worksheets for each medical scenario from American Heart Association.</td>
</tr>
<tr>
<td><strong>Instructor Certification and Qualification</strong></td>
<td>- 2 years as a EMT or Paramedic - Good standing with in EMS, Phoenix Fire Department and AZ OHS - Understanding and knowledge of all Standing Guidelines, SOP’s and Volume 12 - NREMT Skills Examiner instructor - EDU 250 (from the College) - Current: - BLS instructor card - ACLS instructor card - PALS instructor card</td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td>$200 per student</td>
</tr>
</tbody>
</table>
## Firefighter Recruit Training (14 Week Recruit Training Academy)

<table>
<thead>
<tr>
<th>Course Overview</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overview</td>
<td>The Phoenix Fire Department Recruit Training Academy is conducted over a minimum of 14 weeks with 550 hours of training and meets the requirements of the Regional Automatic Aid IGA.</td>
</tr>
</tbody>
</table>
| Scope           | Over the course of the firefighter recruit academy the following skills will be covered:  
  - Physical Fitness  
  - Peer Support  
  - EMS Training  
  - Haz Mat / Special Ops  
  - Vehicle Safety  
  - Fireground Skills  
    - SCBA  
    - Hose Lays  
    - Search & Rescue  
    - Ventilation  
    - Forcible Entry  
    - Hose Management  
    - Ground Ladders  
  - Live Fire Training  
    - Intro to Heat  
    - Flashover  
    - Functional Burns  
    - Car Fires  
  - Ladder Functions  
    - Extrication  
    - Salvage & Overhaul  
    - Commercial Ventilation  
  - Building Construction  
  - High Rise  
  - Fireground Survival  
  - Power & Hand Tools  
  - Communications  
  - Tactics  
  - Utilities  
  - Violent Incident Training  
  - Extinguishers  
  - Cancer Awareness & prevention  
  - Safety  
  - Professional Standards  
  - Firefighter Survival  
  - Urban Interface |
<table>
<thead>
<tr>
<th>Course Length</th>
<th>14-16 weeks (dependent on City Holidays) 550 Hours - M-F 0700-1600</th>
</tr>
</thead>
</table>
| Prerequisites | Arizona State EMT  
IAFF Certified CPAT  
CPR Certification:  
  - American Heart Association (AHA) - Health Care Provider  
  - American Red Cross (ARC) - CPR for the Professional Rescuer  
  - National Safety Council (NSC) – Equivalent Qualification |
| Testing/Certification | Students will be evaluated and tested on their knowledge, skills and abilities throughout the academy. At the end of the recruit training academy recruits that have not previously obtained Arizona State Firefighter 1 & 2 certification will be required to complete that testing process.  
The Arizona Center for Fire Service excellence administers the test including practical skills evaluations and a written exam. Upon completion of that exam, recruits will be Firefighter 1 & 2 certified. Upon completion of the recruit academy recruits become Probationary Firefighters and work under the supervision of a Field Training Officer for up to 9 months. |
| Evaluation Strategy | Practical Skills will be assessed through skills evaluations via iPad and a training database. Results are shared with recruits. |
| Instructor Certification | The Phoenix Fire Recruit Training Academy is taught by Regional Fire Captains and subject matter experts in not more than a 4 to 1 student/instructor ratio. It is recommended for instructors to obtain EDU250 from the MCCCD and Fire Instructor 1 certification. |
| Cost | $4,500 per recruit  
If a participating regional City sends a Recruit Training Officer for the length of the academy the price for up to 2 recruits will be waived. |

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### Fire Inspector Training

<table>
<thead>
<tr>
<th>Course Overview</th>
<th>Description</th>
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</thead>
</table>
| Scope           | Over the course of the training program, candidates will learn the skills needed to perform a complete, holistic inspection from start to finish.  
They will also learn records and code research, how to create comprehensive inspection notices, conducting technical plan |
<table>
<thead>
<tr>
<th>Course Length</th>
<th>16 weeks, 640 Hours - M-F 0730-1600</th>
</tr>
</thead>
<tbody>
<tr>
<td>Testing</td>
<td>Upon the completion of each chapter, a quiz will be administered. There will also be a mid-term exam and final exam during the didactic portion of the program. Minimum passing score for all quizzes and tests will be 80%. The filed internship will be comprised of Pass/Fail practical skills stations.</td>
</tr>
<tr>
<td>Cost</td>
<td>$1500 per candidate</td>
</tr>
</tbody>
</table>

### Hazardous Material Technical (HZM) Certification Training

<table>
<thead>
<tr>
<th>Course Overview</th>
<th>Description</th>
</tr>
</thead>
</table>
| Scope           | Over the course of the program, students will learn the skills needed to safely perform Hazardous Material Technician level response in accordance with OSHA CFR29 1910.120 and NFPA 472 & 1072. The objectives of the course are to teach participants:  
  ▪ to classify, identify, and verify known and unknown material by using field survey instruments and equipment;  
  ▪ to select and use the proper chemical protective clothing provided to the hazardous materials Technician;  
  ▪ to understand hazard and risk assessment techniques for Hazmat and CBRNE environments;  
  ▪ to be able to perform advanced control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available;  
  ▪ to develop incident action plans within the parameters of the incident command system. |
| Course Length   | 5 Weeks, 200 Hours - M-F 0800-1700 |
| Prerequisite    | Hazardous Materials First Responder Operations |
| Testing/Certification | Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are included in the daily breakdown within the course pertaining to the skills being learned.  
  Students must complete a written examination at the conclusion of the following module with a passing score of 75%:  
  ▪ Chemistry |
At the conclusion of the entire Hazardous Materials Technician program, students must complete a written examination covering all course objectives in accordance with IFSAC accreditation standards.

A passing grade of 75%, as well as successful completion of all skill check-offs is required by each student in order to complete the course.

| Cost       | $4500 per student |

---

### Initial Paramedic Training

<table>
<thead>
<tr>
<th>Course Overview</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Scope</strong></td>
<td>Throughout the course of the Paramedic training program, the student will learn the knowledge and skills needed to safely and proficiently provide basic and advanced emergency medical care and transportation for critical and emergent patients who access the emergency medical system. Paramedics function as part of a comprehensive EMS response, under medical oversight. Paramedics can perform interventions with the basic and advanced equipment with in their system. The paramedic is a link from the scene into the health care system.</td>
</tr>
</tbody>
</table>

| **Course Length** | 10 Months, 1282 hours. Class meets Tuesday, Wednesday &Thursday 0900-1800 |

| **Testing/Certification** | Students will demonstrate competence in the following skills during testing: patient assessment/management of a trauma patient, patient assessment/management of a medical patient, assessment/management of cardiac arrhythmias, cardiac arrest management/AED utilization, basic and advance airway/ventilation management of an apneic patient, long bone fracture immobilization, joint dislocation immobilization, traction splinting, bleeding control/shock management, upper airway adjuncts and suction, bag-valve-mask ventilation with supplemental oxygen, and supplemental oxygen administration to a breathing patient. Students will show competency in Pediatric, Adult and Geriatric patient management. Students will take written, computer generated and skills examinations covering all course objectives. A passing score of 80% must be obtained. Upon successful completion of the PFD Paramedic Training Program, students are eligible to take the NREMT Psychomotor test and the NREMT CAT test. |

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Upon successful completion of NREMT examinations, students receive their Arizona and National Paramedic certifications. Additional certifications awarded during paramedic training include:
- Certificate of Completion from Phoenix College
- ACLS certification
- PALS certification
- TECC Certification

Cost
$5,000 Per Student

Technical Rescue Technician (TRT) Certification Training

<table>
<thead>
<tr>
<th>Course Overview</th>
<th>Description</th>
</tr>
</thead>
</table>
| Scope               | Over the course of the program, students will learn the skills needed to safely perform rescue operations in the following areas of expertise:  
  - Rope Rescue  
  - Confined Space Search and Rescue  
  - Trench and Excavation Search and Rescue  
  - Structural Collapse  
  - Swiftwater Rescue  
  - Vehicle and Machinery Rescue  
  - Helicopter Rescue Operations  
  
  This training will utilize the Incident Management/Unified Command structure to assess a technical rescue hazard within the response area, identify the level of operational capability, and establish operational criteria. |

| Course Length       | 5 Weeks, 200 Hours - M-F 0800-1700                                         |

| Testing/Certification | Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are included in the daily breakdown within the course pertaining to the skills being learned. Students must complete also a written examination at the conclusion of the following modules with a passing score of 80%:  
  - Confined Space Rescue  
  - Trench Rescue  
  - Structural Collapse  
  
  In addition, at the conclusion of the entire Technical Rescue Technician program, students must complete a written examination covering all course objectives. A passing grade of 80%, as well as successful completion of all skill check-offs is required by each student in order to complete the course. |

| Cost                | $4500 per student                                                          |
ASSUMPTION OF RISK AND RELEASE AGREEMENT
CITY OF PHOENIX FIRE SERVICE TRAINING

THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING

I, ___________________________________________ hereby agree as follows:

1. **Risk of Activity.** I understand that participation in training exercises ("Activities") with the City of Phoenix and its affiliated training vendors ("City"), at the City and or affiliated vendor locations ("Site(s)") involves inherent risk of physical injury and illness associated with and arising out of my presence at the Site and participation in the Activities. I have made my own investigation of these risks and fully accept these risks. I am thoroughly familiar with the type of exercise and physical ability necessary to attempt the Training. I represent that to the best of my knowledge my health and physical condition are excellent and that I am physically capable of participating in Training. I understand that the Training is dangerous and includes the risk of serious injury, burns, illness, death, or permanent disability. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of the City. I am knowingly and voluntarily participating in the Training with an understanding of the risks involved and hereby agree to accept and assume any and all risks of injury, illness, death, or permanent disability I incur, whether caused by the City or otherwise.

2. **Waiver of Liability.** I understand the City is not responsible for any injury or loss I may suffer while participating in Activities at the Site. I hereby completely and unconditionally release and forever discharge City, its officials, officers, employees, agents, and all other participants, from all injury, loss, damage, accident, delay, or expense, arising out of any Activities at the Site.

3. **Health and Safety.**

   a. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or conditions precluding or restricting my participation in Activities at the Site.

   b. I have arranged, through insurance, or otherwise, to meet any and all needs for payment of medical costs while I participate in Activities at the Site. I acknowledge and understand City is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefrom. If I require medical treatment or hospital care during the Activities, City is not responsible for the cost or quality of such treatment or care.
c. Subject to medical decision-making capacity, I acknowledge and understand City may, but is not obligated to, take any action it considers warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and release City from any liability for any actions taken.

4. **Standard of Conduct.** I agree to comply with all City’s rules, standards, and instructions while a participant in Activities at the Site, including but not limited to, the City of Phoenix Fire Department Rules and Regulations, as amended. I waive and release all claims against City for my failure to remain under the supervision of City personnel or to comply with such rules, standards, and instructions.

5. **Assumption of Risk and Release of Claims.** Knowing the risks described above, and in consideration of being permitted to participate in Activities at the Site, I agree, on behalf of myself, family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding my participation in Activities at the Site. To the maximum extent permitted by law, I release and indemnify City, its officials, officers, employees, and agents, from and against any present or future claim, loss, or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in Activities at the Site, including periods in transit to or from the Site.

6. **INDEMNITY: I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD-PARTY RELATED TO MY PARTICIPATION IN THE TRAINING. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASEES, IN INSTANCES WHERE SUCH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT CAUSES PERSONAL OR BODILY INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT I AND THE RELEASEES ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.**

7. **No Joint Venture:** I understand that no term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties. I further understand that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement. To the extent applicable by law, I will not be deemed to be the employee, agent, or servant of the City. I understand that where I am included as a “student” that does not deem me to be an employee or agent of the City.
8. **Workers Compensation:** For the purposes of workers’ compensation coverage, the agency which regularly employs an employee entitled to workers’ compensation arising out of work associated with this Waiver shall be the agency solely liable for payment of all approved workers’ compensation and related benefits.

9. If any one or more of the provisions in this waiver are determined to be invalid, illegal, or unenforceable, it shall not affect any other provision of this waiver, and this waiver shall be construed as if such invalid provision had never been contained in this waiver. In any legal action in connection with this waiver, the exclusive venue shall be in the courts of Maricopa County, Arizona and this waiver shall be construed in accordance with the laws of the State of Arizona.

I have carefully read this Release Form and sign it voluntarily. No representations, statements, inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall become effective only upon receipt by City and shall be governed by and construed in accordance with the laws of the State of Arizona including City’s Charter and Municipal Ordinances. Venue for any action relating to or arising out of this agreement shall be in the Court for the City and County of Maricopa.

Executed on this date ______________________

By ___________________________ ___________________________
Printed Name as Individual Signature

Witness Printed Name Witness Signature

Name of Department or Agency

---

Last revised: June 25, 2021
Appendix D

D. Superstition Mountain Museum - Apacheland / Heritage Days 2022 Staffing Agreement

Submitted By
Assistant Chief Rick Ochs

Background / Discussion
This contract is to provide EMS Standby for Apacheland / Heritage Days 2022 as requested by the Superstition Mountain Museum. The contract is valid for two days, January 15th and 16th of 2022. Costs are based on fully loaded overtime rates for one EMT provider and one Paramedic provider. This is an annual contract that has been previously approved by the District’s Attorney.

Financial Impact/Budget Line Item
$2,651.40 – Revenue
Account #100-10-55345-41 / 150-10-55345-41

Enclosure(s)
Contract
August 19, 2021

Dave McElligott – Event Coordinator
Superstition Mountain Museum
4087 N. Apache Trail, Apache Junction, AZ 85119
(480) 983-4888 x105
Coordinator@superstitionmountainmuseum

Re: **Apacheland / Heritage Days - 2022**

Mr. McElligott,

This Medical Staffing Agreement represents the cost and each parties individual obligations associated with the Superstition Fire & Medical District providing Emergency Medical Services (EMS) and the staffing of a Medical Aid Station for the Apacheland / Heritage Days on January 15th and 16th, 2022. This is a joint agreement between Superstition Mountain Museum and the Superstition Fire & Medical District, and is only valid for the scheduled event days of January 15th and 16th, 2022. This agreement provides for one EMT Basic provider and one Paramedic Advanced provider to serve as medical aid services, as required by the Pinal County Special Event Permit.

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

**Fire District’s Obligations:**

1. Provide one (1) State Certified Paramedic, advanced level provider and one (1) State Certified Emergency Medical Technician, basic level provider to staff a medical aid station at the event located at 4087 N. Apache Trail, Apache Junction, AZ 85119. Event days are on Saturday, January 15, 2022 from the hours of 9:00 am until 8:00 pm, and on Sunday, January 16, 2022 from the hours of 09:00 am until 4:00 pm.
2. Provide all necessary advanced life support equipment required for Paramedic level care.
3. Provide all necessary disposable medical supplies.
4. Provide communications equipment for contact with Mesa Regional Dispatch Center for the purpose of requesting additional resources for the treatment or transport of patients at the event.

5. Provide for the disposal of medical waste or other bio hazard materials generated by the treatment of patients at the event.

**Superstition Mountain Museum Obligations:**

1. Agree to payment for services of one (1) State Certified Paramedic provider and one (1) State Certified EMT provider to staff a medical aid station at the special event located at 4087 N. Apache Trail, Apache Junction, AZ 85119 on Saturday, January 15 (08:30am-8:30pm) and Sunday, January 16 (08:30-4:30pm), 2022 for a total of 20 hours per Schedule ‘A’ (attached).

2. Provide a secure and centralized location for the staging of an Emergency Response Vehicle. This location shall have direct access in and out of the event grounds to avoid any delays in transportation of patients or response of additional emergency response vehicles.

3. Signage to identify the medical aid services location.

4. Provide means of communications between the medical aid station and event security and/or event coordinators throughout the duration of the event.

5. Clear and protected access at all times for additional emergency vehicle traffic into the event.

6. Hand washing station equipped with water and hand soap/sanitizer located within the medical aid station.

If all conditions and obligations are agreed upon by parties, the Fire District and Superstition Mountain Museum, this document and representative(s) signature(s) shall be considered and accepted as a binding agreement. Affixed signatures and receipt of payment must be received in advance of the scheduled event date at our administration office located at 575 N. Idaho Rd, Apache Junction, AZ, 85119 for this agreement to remain valid.

**Superstition Fire and Medical District**

<table>
<thead>
<tr>
<th>Board Chair: ______________________________</th>
<th>Agent: ______________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Printed:</strong> ______________________________</td>
<td><strong>Printed:</strong> ________________________</td>
</tr>
<tr>
<td>Board Clerk: ______________________________</td>
<td>Co-Agent: __________________________</td>
</tr>
<tr>
<td><strong>Printed:</strong> ______________________________</td>
<td><strong>Printed:</strong> ________________________</td>
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</tbody>
</table>

**Superstition Mountain Museum**

<table>
<thead>
<tr>
<th>Agent: ______________________________</th>
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</thead>
<tbody>
<tr>
<td><strong>Printed:</strong> ________________________</td>
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<tr>
<td>Co-Agent: __________________________</td>
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<td><strong>Printed:</strong> ________________________</td>
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</tbody>
</table>
SCHEDULE ‘A’

Cost of two personnel for 12 hours (8:30 am through 8:30 pm) on January 15\textsuperscript{th}, 2022. [.5 hours for transportation, set-up and take-down]

Personnel costs:

\begin{tabular}{llll}
  & \textbf{Certified Paramedic Provider} @ $71.06, per hour & \textit{Cost for 12 hours} & $852.72 \\
 1 & \textbf{Certified EMT Provider} @ $61.51, per hour & \textit{Cost for 12 hours} & $738.12 \\
  &  & \textbf{Cost per day} & $1590.84 \\
\end{tabular}

Cost of two personnel for 8 hours (8:30 am through 4:30 pm) on January 16\textsuperscript{th}, 2022. [.5 hours for transportation, set-up and take-down]

Personnel costs:

\begin{tabular}{llll}
  & \textbf{Certified Paramedic Provider} @ $71.06, per hour & \textit{Cost for 8 hours} & $568.48 \\
 1 & \textbf{Certified EMT Provider} @ $61.51, per hour & \textit{Cost for 8 hours} & $492.08 \\
  &  & \textbf{Cost per day} & $1060.56 \\
  &  & \textbf{Total Cost for 20 hours} & $2651.40 \\
\end{tabular}

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

Upon provision of services the Superstition Fire & Medical District will Invoice the total cost as displayed above. The Invoice is payable within 30 days of receipt.
Appendix E

E. Superstition Mountain Museum – Native American Arts Festival 2022 Staffing Agreement

Submitted By
Assistant Chief Rick Ochs

Background / Discussion
This contract is to provide EMS Standby for the Native American Arts Festival 2022 as requested by the Superstition Mountain Museum. The contract is valid for two days, February 19th and 20th of 2022. Costs are based on fully loaded overtime rates for one EMT provider and one Paramedic provider. This is an annual contract that has been previously approved by the District’s Attorney.

Financial Impact/Budget Line Item
$2,651.40 Revenue
Account #100-10-55345-41 / 150-10-55345-41

Enclosure(s)
Contract
August 19, 2021

Dave McElligott – Event Coordinator
Superstition Mountain Museum
4087 N. Apache Trail, Apache Junction, AZ 85119
(480) 983-4888 x105
Coordinator@superstitionmountainmuseum

Re: Native American Arts Festival - 2022

Mr. McElligott,

This Medical Staffing Agreement represents the cost and each parties individual obligations associated with the Superstition Fire & Medical District providing Emergency Medical Services (EMS) and the staffing of a Medical Aid Station for the Native American Arts Festival on February 19th and 20th, 2022. This is a joint agreement between Superstition Mountain Museum and the Superstition Fire & Medical District, and is only valid for the scheduled event days of February 19th and 20th, 2022. This agreement provides for one EMT Basic provider and one Paramedic Advanced provider to serve as medical aid services, as required by the Pinal County Special Event Permit.

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

**Fire District’s Obligations:**

1. Provide one (1) State Certified Paramedic, advanced level provider and one (1) State Certified Emergency Medical Technician, basic level provider to staff a medical aid station at the event located at 4087 N. Apache Trail, Apache Junction, AZ 85119. Event days are on Saturday, February 19, 2022 from the hours of 9:00 am until 8:00 pm, and on Sunday, February 20, 2022 from the hours of 09:00 am until 4:00 pm.
2. Provide all necessary advanced life support equipment required for Paramedic level care.
3. Provide all necessary disposable medical supplies.
4. Provide communications equipment for contact with Mesa Regional Dispatch Center for the purpose of requesting additional resources for the treatment or transport of patients at the event.

5. Provide for the disposal of medical waste or other bio hazard materials generated by the treatment of patients at the event.

**Superstition Mountain Museum Obligations:**

1. Agree to payment for services of one (1) State Certified Paramedic provider and one (1) State Certified EMT provider to staff a medical aid station at the special event located at 4087 N. Apache Trail, Apache Junction, AZ 85119 on Saturday, February 19 (08:30am-8:30pm) and Sunday, February 20 (08:30-4:30pm), 2022 for a total of 20 hours per Schedule ‘A’ (attached).

2. Provide a secure and centralized location for the staging of an Emergency Response Vehicle. This location shall have direct access in and out of the event grounds to avoid any delays in transportation of patients or response of additional emergency response vehicles.

3. Signage to identify the medical aid services location.

4. Provide means of communications between the medical aid station and event security and/or event coordinators throughout the duration of the event.

5. Clear and protected access at all times for additional emergency vehicle traffic into the event.

6. Hand washing station equipped with water and hand soap/sanitizer located within the medical aid station.

If all conditions and obligations are agreed upon by parties, the Fire District and Superstition Mountain Museum, this document and representative(s) signature(s) shall be considered and accepted as a binding agreement. Affixed signatures and receipt of payment must be received in advance of the scheduled event date at our administration office located at 575 N. Idaho Rd, Apache Junction, AZ, 85119 for this agreement to remain valid.

**Superstition Fire and Medical District**

Board Chair: ____________________________

Printed: ____________________________

Board Clerk: ____________________________

Printed: ____________________________

**Superstition Mountain Museum**

Agent: ____________________________

Printed: ____________________________

Co-Agent: ____________________________

Printed: ____________________________
**SCHEDULE ‘A’**

Cost of two personnel for 12 hours (8:30 am through 8:30 pm) on February 19th, 2022. [.5 hours for transportation, set-up and take-down]

**Personnel costs:**

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<tr>
<th>Personnel Type</th>
<th>Rate per hour</th>
<th>Cost for 12 hours</th>
<th>Cost per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Certified Paramedic Provider</td>
<td>$71.06</td>
<td>$852.72</td>
<td>$1590.84</td>
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<tr>
<td>1 Certified EMT Provider</td>
<td>$61.51</td>
<td>$738.12</td>
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</tbody>
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Cost per day $1590.84

Cost of two personnel for 8 hours (8:30 am through 4:30 pm) on February 20th, 2022. [.5 hours for transportation, set-up and take-down]

**Personnel costs:**

<table>
<thead>
<tr>
<th>Personnel Type</th>
<th>Rate per hour</th>
<th>Cost for 8 hours</th>
<th>Cost per day</th>
</tr>
</thead>
<tbody>
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<tr>
<td>1 Certified EMT Provider</td>
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<td>$492.08</td>
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</table>

Cost per day $1060.56

Total Cost for 20 hours $2651.40

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

Upon provision of services the Superstition Fire & Medical District will Invoice the total cost as displayed above. The Invoice is payable within 30 days of receipt.