

VERSION 1.0
October 19, 2022



BOARD OF DIRECTORS MEETING

October 19, 2022

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

KATHLEEN CHAMBERLAIN, BOARD CHAIRMAN

JEFF CROSS, BOARD CLERK

TODD HOUSE, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

SHAWN KURIAN, BOARD DIRECTOR



Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

BOARD OF DIRECTORS MEETING AGENDA FOR OCTOBER 19, 2022

Call in Phone Number: 480-646-1864

Access Pin: 1234

The Board will hold a meeting on Wednesday, October 19, 2022. The meeting will be held at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the public and will begin at 5:30 p.m. local time.

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

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

- 1. Review and approval of the September 2022 financial reports and bank reconciliations.**
- 2. Recognition of employee performance, achievements, and special recognition for community members.**
- 3. Call to the Public.**

A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

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

- A. Board Meeting Minutes from September 21, 2022
- B. Executive Session Minutes from September 21, 2022
- C. Special Board Meeting Minutes – Public Session from October 10, 2022
- D. Executive Session Special Board Meeting Minutes from October 10, 2022
- E. Stryker Service Agreement Renewal
- F. Thunder Mountain Middle School Sublease Agreement with AJUSD
- G. Disposition of Surplus Vehicle: C-68 (2007) Pierce Contender GMC 1500

- 5. Discussion and possible approval of Policy: 103 Policy Manual.**

- 6. Discussion regarding the Fire Chief's annual evaluation process.**

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Regional Training Center
3700 East 16th Avenue
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Fleet Services
1455 East 18th Avenue
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7. Discussion and possible approval of the Affidavit of Compliance for the Board of Supervisors in Pinal and Maricopa Counties.

8. Reports.

Senior Leadership Team (SLT):

Fire Chief John Whitney

Assistant Chief Brian Read

Transportation Services Director Billy Warren

Assistant Chief Richard Mooney

Administrative Services Director Anna Butel

Finance Director Roger Wood

Captain John Walka

9. New Business / Future Agenda Items.

10. Announcements and Document Signing.

11. Adjourn

NOTICE: The Governing Board may go into executive session for the purpose of obtaining legal advice from the Fire District's attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

One or more members of the Governing Board may attend the meeting telephonically.

Governing Board meeting agenda dated and posted (at least 24-hours before the scheduled meeting date and time).

Posted on: October 13, 2022

At: 1500 Hours

By: Sherry Mueller

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

Governing Board Meeting – October 19, 2022

Agenda Item: 1

Agenda Item Title

Review and approval of the September 2022 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) and Certificates of Participation Reserve (700) 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) and Certificates of Participation Reserve (700) 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 September 2022 financial reports and bank reconciliations."



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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **September 2022**:

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

Kathleen Chamberlain, Board Chair

Date



September 2022

Governing Board Meeting – October 19, 2022

Agenda Item: 2

Agenda Item Title

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

Submitted By

Fire Chief John Whitney

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.

October Service Anniversaries

23 Years:

Engineer / Paramedic **Mitch McCollough**

Captain / Paramedic **Craig Horvath**

Battalion Chief EMS **Dave Pohlmann**

Captain / Paramedic **Jeremy Rocha**

15 Years:

Captain **Chris Robson**

Captain / Paramedic **John Walka**

8 Years:

Captain / Paramedic **Jay Nelson**

Engineer / Paramedic **Jason Chapman**

Engineer / Paramedic **Colt Weddell**

Firefighter / Paramedic **Andrew Tryon**

Firefighter / Paramedic **Sean Matuszewski**

7 Years:

Engineer **Trey Schow**

Firefighter / Paramedic **Wes Fimbrez**

Firefighter **Trace Leggett**

Fire Mechanic II **Roger Nasello**

6 Years:

EMT **Sarah Koupal**



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5 Years:

Engineer **Chris Wohlforth**

4 Years:

Firefighter **Shane Gereg**

Paramedic **Ryan Markham**

3 Years:

Firefighter **Sedona Aulik**

Firefighter / Paramedic **Joe Potter**

2 Years:

Firefighter / Paramedic **Sophie Boukatch**

Firefighter **Caleb Brown**

Firefighter **Anthony Pezzino**

Firefighter **Luke Mays**

Promotions / Pinnings

Captain **Jay Nelson**

Engineer **Mark Nelson**



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Governing Board Meeting – October 19, 2022

Agenda Item: 3

Agenda Item Title

Call to the Public

A.R.S. §38-431.01(H)

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

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

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

Background / Discussion

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

Scheduled

None



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Governing Board Meeting – October 19, 2022

Agenda Item: 4

Agenda Item Title

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

- A. Board Meeting Minutes from September 21, 2022 – **Appendix A**
- B. Executive Session Minutes from September 21, 2022 - **Appendix B**
- C. Special Board Meeting Minutes – Public Session from October 10, 2022 - **Appendix C**
- D. Executive Session Special Board Meeting Minutes from October 10, 2022 - **Appendix D**
- E. Stryker Service Agreement Renewal - **Appendix E**
- F. Thunder Mountain Middle School Sublease Agreement with AJUSD - **Appendix F**
- G. Disposition of Surplus Vehicle: C-68 (2007) Pierce Contender GMC 1500 - **Appendix G**

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 October 19, 2022.”



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Agenda Item Title

Discussion and possible approval of Policy: 103 Policy Manual

Submitted By

John Whitney, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

SFMD wishes to modify the policy approval process. Policy 103 - Policy Manual has been provided for your convenience.

The significant changes include:

- Removing the membership 7-day review process
- Processing policies through the committee and out to the membership
- Automatic updates to ensure consistency with the MOU

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

103 Policy Manual

Recommended Motion

"Motion to approve policy 103 Policy Manual."



Policy 103 – Policy Manual

1. PURPOSE AND SCOPE

The Policy Manual of the Superstition Fire & Medical District (SFMD) is a statement of the current policies, rules and guidelines of this district. All members are expected to conform to the provisions of this manual.

All prior and existing policies, manuals, orders and regulations that are in conflict with this manual are revoked, except to the extent that portions of the existing manuals, procedures, orders and other regulations that have not been included herein shall remain in effect where they do not conflict with the provisions of this manual.

2. POLICY

Except where otherwise expressly stated, the provisions of this manual shall be considered as guiding principles. It is recognized that fire and rescue work is not always predictable and circumstances may arise that warrant departure from these guidelines. It is the intent of this manual to be viewed using an objective standard, taking into consideration the sound discretion entrusted to the members of this district under the circumstances reasonably available at the time of any incident.

2.1 DISCLAIMER

The provisions contained in the Policy Manual are not intended to create an employment contract nor any employment rights or entitlements. The policies contained within this manual are for the internal use of the Superstition Fire & Medical District and shall not be construed to create a higher standard or duty of care for civil or criminal liability against the District, its officials or members. Violations of any provision of any policy contained within this manual shall only form the basis for district administrative action, training or discipline. The Superstition Fire & Medical District reserves the right to revise any policy content, in whole or in part.

2.2 SEVERABILITY

In the event that any term or provision of this Policy Manual is declared illegal, invalid or unenforceable by any court or any federal or state government agency, the remaining terms and provisions that are not affected shall remain in full force and effect. If any provision of the Policy Manual is found to be in conflict with a local, state or federal law, District policy or memorandum of understanding, such law, District policy or memorandum of understanding shall take precedence over that provision of the Policy Manual.

In the event that any of the terms or provisions of the Policy Manual are determined to conflict with any portion of a memorandum of understanding, the District will seek to resolve the conflict.

3. AUTHORITY

The SFMD Board of Directors and the Fire Chief shall be considered the ultimate authority for the content and adoption of the provisions of this manual and shall ensure compliance with all applicable federal, state and local laws. The Fire Chief or the authorized designee is authorized to issue Interim Directives, which shall modify those provisions of the manual to which they pertain. Interim Directives shall remain in effect until such time as they may be permanently incorporated into the manual.

4. DEFINITIONS

The following words and terms shall have these assigned meanings throughout the Policy Manual, unless it is apparent from the content that they have a different meaning:

Adult - Any person 18 years of age or older.

Civilian - Employees and volunteers who are not sworn or engaged in fire suppression as part of their primary duties.

District/SFMD - The Superstition Fire & Medical District.

Employee - Any person employed by the District.

Fire Code - The 2018 Edition of the International Fire Code as adopted by the Superstition Fire & Medical District as allowed by Arizona State law (AAC § R4-36-201).

Firefighter/Sworn or appointed - Those members, regardless of rank, who perform fire suppression duties as part of their primary duties as sworn, appointed or elected members of the Superstition Fire & Medical District.

Health and Safety Officer - Member designated by the Fire Chief as responsible for the administration of health and safety-related programs and policies for the Superstition Fire & Medical District. The Fire Chief shall assume responsibility for health and safety-related policy and program administration if there is no designee.

Manual - The Superstition Fire & Medical District Policy Manual.

May - Indicates a permissive, discretionary or conditional action.

Member - Any person employed or appointed by the Superstition Fire & Medical District, including:

- Full- and part-time employees
- Sworn or appointed firefighters
- Civilian employees
- Volunteers

Memorandum of Understanding - A written agreement between the employee organization and the Fire Board of Directors.

On-duty - Member status during the period when he/she is actually engaged in the performance of his/her assigned duties.

Order - A written or verbal instruction issued by a superior.

Rank - The title of the classification held by a firefighter.

Senior Leadership Team (SLT) - The Fire Chief, any Assistant Chief, and Directors.

Shall or will - Indicates a mandatory action.

Should - Indicates a generally required or expected action, absent a rational basis for failing to conform.

Supervisor - A person in a position of authority responsible for directing the work of other members. The supervisory exercise of authority may not be merely routine or clerical in nature but requires the use of independent judgment.

The term "supervisor" may also include any person (e.g., firefighter-in-charge, lead or senior worker) given responsibility for the direction of the work of others without regard to a formal job title, rank or compensation.

Union Leadership - Any member of the Executive Board or Stewards of the employee organization.

5. DISTRIBUTION OF THE POLICY MANUAL

An electronic version of the Policy Manual will be made available to all members on the district network for viewing and printing. No changes shall be made to the manual without authorization from the Fire Chief or the authorized designee.

Each member shall acknowledge that he/she has been provided access to, and has had the opportunity to review, the Policy Manual and Interim Directives. Members shall seek clarification as needed from an appropriate supervisor for any provisions that they do not fully understand.

6. PERIODIC REVIEW OF THE POLICY MANUAL

The Fire Chief will ensure that the Policy Manual is periodically reviewed and updated as necessary.

7. REVISIONS TO POLICIES

Members are responsible for keeping informed of all Policy Manual revisions.

All district members suggesting revision of the contents of the Policy Manual shall forward their written suggestions to their supervisors or appropriate Labor/Management Committee, who will consider the recommendations and forward them to the Senior Leadership Team as appropriate.

Administrative Services is the Fire Chief designee and custodian of SFMD policies. Policies will be reviewed and approved in the following manner.

- The Fire Chief will delegate policy to the respective division or Labor/Management Committee for review, research or update.
- A draft copy will be created.
- The draft policy will be shared with the appropriate Labor/Management Committee for review and potential revision.
- The reviewed and/or revised policy will be sent to the Policy Committee for confirmation that it does not conflict with and is consistent with other policies.
- During the review period, employees will email recommendations or concerns to a member of the appropriate Labor/Management Committee, Employee Organization Representative, or the Senior Leadership Team.
- Comments and recommendations will be brought before the Labor Management Correlating Committee for review, endorsement, or possible revision.
- The Senior Leadership Team will submit the draft policy to the SFMD Board of Directors for approval.

Upon adopting the Memorandum of Understanding, the Administrative Services Director will make necessary changes to any associated policies to avoid MOU and District policy conflicts.

Because the MOU has been approved, only policy changes that correlate with the MOU will be updated and implemented without the regular Board of Directors approval process.

Governing Board Meeting – October 19, 2022

Agenda Item: #6

Agenda Item Title

Discussion regarding the Fire Chief's annual evaluation process.

Submitted By

Board Chairman Chamberlain

Background/Discussion

As part of the Fire Chief's contract, the SFMD Board of Directors will conduct an evaluation annually. The evaluation form lays out goals and objectives for the Fire Chief on an annual basis. This form will create a record of those goals and feedback the Chief receives.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Fire Chief Evaluation Form

Recommended Motion

N/A



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Governing Board Meeting – October 19, 2022

Agenda Item: #7

Agenda Item Title

Discussion and possible approval of the Affidavit of Compliance (for the Board Election process) for the Board of Supervisors in Pinal and Maricopa Counties.

Submitted By

Fire Chief John Whitney

Board of Directors Secretary Sherry Mueller

Background/Discussion

This item comes before the Board of Directors per ARS §16-229, stating that the Superstition Fire & Medical District has complied with all Federal and State election laws for the 2022 SFMD Board Election Process.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Affidavit of Compliance

Recommended Motion

“Motion to approve the Affidavit of Compliance stating that the SFMD has complied with all Federal and State election laws and to direct staff to send the Affidavit of Compliance to both Pinal and Maricopa Counties.”



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Superstition Fire & Medical District

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Fax (480) 983-7443



AFFIDAVIT OF COMPLIANCE

This is to certify that the Superstition Fire & Medical District has complied with all applicable Federal and State Election Laws for the General Election to be held on November 8, 2022.

Superstition Fire & Medical District

Clerk of the Board

Witness

Subscribed and sworn to before me on the 19th day of October, 2022.

Notary Public

My commission expires on: _____

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



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Governing Board Meeting – October 19, 2022

Agenda Item: 9

Agenda Item Title

New Business / Future Agenda Items

Financial Impact

N/A

Enclosure(s)

N/A

Recommended Motion:

"TBD"



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Governing Board Meeting – October 19, 2022

Agenda Item: 10

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



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Agenda Item Title

Adjournment

Recommended Motion:

"Motion to adjourn the Board meeting."



Appendix A

A. Board Meeting Minutes from September 21, 2022

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)

September 21, 2022 Board Meeting Minutes





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Governing Board Meeting Minutes

SEPTEMBER 21, 2022

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, SEPTEMBER 21, 2022. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

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

A. Call to Order

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

B. Pledge of Allegiance

The Pledge of Allegiance led by Monte Fuller

C. Roll Call

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

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

1. Review and approval of the August 2022 financial reports and bank reconciliations.

Motion by Clerk Cross to approve the August 2022 financial reports and bank reconciliations.

Seconded by Director Moeller

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



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

September Anniversaries

30 Years of Service & Retirement: Captain / Paramedic **Mike Paul**

24 Years of Service: Assistant Chief **Richard Mooney**
Engineer **Jose Sepulveda**
Firefighter / Paramedic **Nat Erickson**

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

20 Years of Service: Captain / Paramedic **Craig Halver**
Engineer / Paramedic **James Crowley**
Engineer **Aaron McDonald**

17 Years of Service: Captain / Paramedic **Tanner Fox**
Engineer **Rob McMinn**

16 Years of Service: Firefighter / Paramedic **Eric Ellsworth**
Firefighter / Paramedic **Ken Simkins**

5 Years of Service: Firefighter / Paramedic **Zachary Leon**
EMT **Jack Hafer**

4 Years of Service: Firefighter / Paramedic **Travis Yates**

1 Year of Service: Firefighter **Layni Rodriguez**
EMT **Steven Roembke**

PROMOTIONS

Monte Fuller – Engineer
Christopher Wohlforth – Engineer

3. **Call to the Public.**
None
4. **Consideration and possible approval of all consent agenda items listed below:**
 - A. Board Meeting Minutes from August 17, 2022
 - B. Disposition of Surplus Property – Two (2) Gas Monitors – Disposal
 - C. 2023 Native American Arts Festival Medical Staffing Agreement
 - D. Thunder Mountain Middle School Lease Agreement with AJUSD
 - E. Purchase of a Bauer Verticus Stand-Alone Fresh Air Breathing Compressor Unit



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F. Preliminary Purchase of EMS Equipment

Chief Whitney stated he is pulling item 4.D from the consent agenda and will add this item to the October 19, 2022 Board Meeting.

Motion by Director Moeller to approve consent agenda items A, B, C, E and F for September 21, 2022 and remove item D.

Seconded by Director Cross

Vote 4 ayes, 0 nays, MOTION PASSED

5. Discussion, presentation and possible approval of the 2021/2022 Annual Report and possible adoption of Resolution #2022-09-21-05.

This item comes before the Board on an annual basis. The annual report provides an overview of SFMD's performance over the last fiscal year, 2021/2022. The report provides insight across all departments of the SFMD and its impacts on our community. Some highlights included in the annual report:

- Refined foundational strategies across all divisions
- Board Bylaws – Reviewed and updated
- Organizational Policies – Revised by Staff, Approved by the Board
 - Strengthens and communicates the District's culture, values and philosophy
- Interactive process to create, develop and implement new organizational Vision, Mission and Values
- Response Standards
 - Total Incidents: 12,279
 - Average Response Time Emergent Incidents: 4:41
 - Call Volume – 5 Year Projection – 5.5%
- Fire Suppression
 - Pre-Incident Value of Property and Content: \$10,675,200
 - Value of Property and Content Saved: \$9,768,500
 - Percentage of Property & Content Saved: 91.5%
- Emergency Medical Services
 - 2021 Cardiac Arrests – SFMD Survival Rate: 28.6%
 - Welcomed new Medical Director Dr. Casey Solem
 - Transport Service Requests: ALS Transports 4,847, BLS Transports 1,092
- Training
 - Total Training Hours: 30,943
- Community Services
 - Business Inspections 400, Specialty Inspections 275, Plan Reviews 99,
 - Demonstrations of Hands-Only CPR – 800



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- Annual Budget
- Employee Special Recognitions
- Promotions
- Retirements

Chief Whitney said he would like to give out a special thanks to Anna Butel and Lauren Daniel for all their hard work on the Annual Report.

Motion by Director Kurian to approve the 2021/2022 Annual Report and adoption of Resolution 2022-09-21-05: Formally Adopting the 2021/2022 Annual Report.

Seconded by Director Moeller

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

6. Discussion and possible approval of Policy: 1053 Earned Leave.

Motion by Director Moeller to approve Policy 1053 Earned Leave.

Seconded by Clerk Cross

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

7. Superstition Fire & Medical District's PSPRS Annual Pension Funding Policy #2022-09

House Bill 2097 Amending Title 38, Chapter 5, Article 4, Arizona Revised Statutes, 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.

Motion by Director Moeller to approve the District's PSPRS Annual Pension Funding Policy



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

#2022-09 in accordance with House Bill 2097 ARS 38-863.01.

Seconded by Director Kurian

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

Note: Chairman Chamberlain announced that we would move Items 8 and 9 until after “Reports” (Executive Session and Public Session).

8. Senior Leadership Team Reports

Fire Chief Report

- All-Staff Communications meeting – Strategic Plan
- Far – EV Chief's meeting
- Pinal County – Dispatch Services
- Recruit Academy Family Orientation
- Benefits discussion - CREST
- Engineer/Paramedic/Mechanic Interviews
- Strategic Plan – Objective Owners
- Captain's Pre-Promotional
- Construction Quotes – FS261
- Numerous Personnel Professional Development meetings
- Internal survey for 40-hour staff
- SRPMIC – 12% Gaming Grant
- Health Resources and Services Administration Grant
- AJI Sporting Goods – "Honesty Award"
- Sons of the American Revolution – Captain Rocha
- Avalon Elementary School – Patriot Day

Emergency Services

Operations

- Wildland Deployment to Placerville, CA on 9/19/22
 - Type 3, 4-person, 14-day deployment
- Met with EVIT Superintendent
- Met with County – Discussion on opportunities for a TRT grant
- SCBA Technician interview process
- Met with County and BLM – Discussion on opportunities for a Regional Public Safety Training Center
- AZ Fire School support



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Training

- EVRA 2022-2
 - Andrews, Hammer, Ta'ase, Avakian, RTO Elliott
- Week 5
 - Working on skill sets, Fire Behavior, Live Burn Car Fire, TRT Swift Water
- Engineers Promotional Practical
 - Pumping Engine and Water Tender, Hydraulics
 - Driving cone course, road course
- State Fire School – 8 attended, 1 EVOC Instructor
- Monthly Training Hours 1,835
- YTD Training Hours 13,986

EMS

- Proposals for items related to possible HRSA Grant
- Image Trend Elite 3.5 work sessions
- Vector Solutions work sessions
- Continued Hospital offload process
- Developing amendments to CE delivery post-NREMT rule change

Transportation Services

- Orientation for AEMS Board of Governors position
- AEMS Education Sub-Committee
- Health Information Exchange (HIE) Update
 - No fees for 2023
- AHCCCS/Medicaid Enrollment resolution
- Attended Arizona Ambulance Association (AZAA) Conference in Tucson
- Attended Mercy Care luncheon

Support Services

- August Prevention Division Data
 - Plan Reviews-28
 - Environmental Requests/Permits-15
 - Inspections-7
 - Car Seat Installations-5
 - School Pub-Ed Presentations-4
 - AED/CCR Presentations-3
- Attended Fire Rescue International (FRI) 8/24-8/26
 - Chief's Edge Program 9/23
 - Chief's Executive Track



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Support Services continued

- Arizona Fire Chiefs Association 9/8-9/11
 - New Chief's Seminar
- City Meetings
 - Special Event Task Force Meeting 9/6
 - C&J Industries Project Meeting 8/31
- Valley Fire Marshals Meeting 9/15
 - Battery Energy Storage System Guidance Form
 - Mobile Food Unit Inspection Checklist
 - Emergency Responder Radio Coverage Policy
- EMS Contract Update
 - Personnel Cost
 - Vehicle Cost

Administrative Services

- Grants – HRSA and SRPMIC
- CLM Essentials – DocuSign
- UKG – HR Site Build
- Terminal Server Retirement
- Paramedic, EMT, Engineer, and Fire Mechanic Interviews
- Captain Promotional Process
- SHRM Conference (Sherry and Lena)
- Records Retention Compliance
- PSPRS – Tier 2 payments
- Next Month – Fire Chief Evaluation

Financial Services

- Line of credit monitoring/management
- Health insurance invoice issues resolution
- PSPRS research on DROP extension and Tier 2 refund impact to unfunded liability
- State land billing
- Continued audit preparation
- Development of Medicare Ground Ambulance Data Collection System (GADCS) framework

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 Martinez personnel matter.**

Motion by Director Moeller *to go into Executive Session at 6:41 p.m. for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and possible instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) re: the pending Martinez personnel matter.*



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Seconded by Director Kurian

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

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

The public session started at 7:07 p.m.

Motion by Director Moeller to adopt, by resolution, the language recommended by legal counsel in the Martinez case.

Seconded by Director Kurian

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

11. New Business / Future Agenda Items

None

12. Announcements / Document Signing

13. Adjourn

Motion by Clerk Cross to adjourn the board meeting at 7:10 p.m.

Seconded by Director Moeller

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

Governing Board Approval:

Board Clerk Jeff Cross

Appendix B

B. Executive Session Minutes from September 21, 2022

Submitted By

Board Secretary Sherry Mueller

Background / Discussion

Executive Meeting Minutes are not provided to the public

Financial Impact/Budget Line Item

N/A

Enclosure(s)

No Enclosures



Appendix C

C. Special Executive Session Board Meeting Minutes from October 10, 2022. Public Session

Submitted By

Board Secretary Sherry Mueller

Background / Discussion

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

Financial Impact/Budget Line Item

N/A

Enclosure(s)

October 10, 2022 Board Meeting Minutes





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Governing Board Special Executive Session Meeting Minutes – Public October 10, 2022

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 SPECIAL EXECUTIVE SESSION MEETING ON MONDAY, OCTOBER 10, 2022. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA. **THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 10:00 AM.**

A. Call to Order

Director Todd House called the meeting to order at 10:00 AM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Director House

C. Roll Call

Board Members in attendance was Director Todd House. Chairman Chamberlain, Director Jason Moeller and Director Shawn Kurian attended via conference phone. Director Cross was not present.

Senior Leadership Team in attendance was Fire Chief John Whitney via conference phone, and Attorney William Whittington, also via conference phone. Also in attendance was Sherry Mueller, Human Resources Generalist / Board Secretary.

1. Call to the Public.

None

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

Motion by Chairman Chamberlain to go into Executive Session at 10:01 AM for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and possible instructions to legal counsel pursuant to A.R.S. §38-431.03(A)(4) re: the pending Martinez personnel matter

Seconded by Director Moeller

Vote 4 ayes, 0 nays, MOTION PASSED



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

The Public Session began at 10:18 AM.

Motion by Chairman Chamberlain to approve the agreement as it was presented to the Board for consideration and authorize Fire Chief Whitney to sign as the District representative.

Seconded by Director Moeller

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

- 4. Adjourn**

Motion by Director Moeller to adjourn the board meeting at 10:21 a.m.

Seconded by Director Kurian and Chairman Chamberlain

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

Governing Board Approval:

Board Director Todd House for Clerk Jeff Cross

Appendix D

D. Executive Session Minutes from October 10, 2022

Submitted By

Board Secretary Sherry Mueller

Background / Discussion

Executive Meeting Minutes are not provided to the public

Financial Impact/Budget Line Item

N/A

Enclosure(s)

No Enclosures



Appendix E

E. Stryker Service Agreement Renewal

Submitted By

Fleet Manager Vaughn Croshaw

Background/Discussion:

SFMD has had a service agreement with Stryker since we purchased the ambulances in 2016 for the Stryker Gurneys and Power Loaders. The service agreement is expiring, and SFMD would like to renew and extend the agreement.

This service agreement will cover repairs and the annual PM inspection.

This service agreement includes Labor, Parts, and travel cost.

This service agreement will allow SFMD to maintain the Gurneys and Power loaders for all of our ambulances, providing safety for our personnel and maintaining a higher level of customer service.

Financial Impact/Budget Line Item:

Three-year contract \$ 44,037.00

Annual payments for three years of \$ 14,679.00

Line Item: 150-20-54150-20

Enclosure:

Quote from Stryker



Sales Rep Name: April Overlin
ProCare Service Rep: Travis Hurkmans

3800 E. Centre Ave
Portage, MI 49009

Date: 4/21/2022
ID #: 220421110548

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1276964
Shipping Acct Num: 1276965
Account Name: Superstition Fire and Med District
Account Address: 1455 E 18TH Ave
City, State Zip: Apache Junction, AZ 85119

Name: Vaughn Croshaw
Title: Fleet Manager
Phone: 602-446-1910
Email: vaughn.croshaw@sfmd.az.gov

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	6390	Power-LOAD	EMS Prevent	5	3		\$27,780.00
2	6506	Power Cots	EMS Prevent	5	3		\$21,150.00

PROGRAM INCLUDES:**EMS Prevent:**

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service
*Includes battery replacement
*Includes product equipment checklists.
*Replacement parts do not include mattresses, and other Disposable or expendable parts.

Unless otherwise stated on contract, payment is expected upfront.

Annual Payments \$14,679.00

See below for complete payment schedule

ProCare Total	\$48,930.00
Discount	10%
FINAL TOTAL	\$44,037.00

Start Date: 8/26/2022
End Date: 8/25/2025

Stryker Signature

Date

Customer Signature

Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at
<https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.
Pursuant to A.R.S. Section 38-511, the Fire District may terminate this Agreement.

PAYMENT SCHEDULE

<u>Date</u>	<u>Payment</u>		<u>Int Paid</u>		<u>Prin. Remaining</u>		<u>Balance</u>
Starting Balance						\$	44,037.00
8/1/2022	\$	14,679.00	\$	-	\$ 29,358.00	\$	29,358.00
8/1/2023	\$	14,679.00	\$	-	14,679.00	\$	14,679.00
8/1/2024	\$	14,679.00	\$	-	-	\$	-

SERIAL NUMBER SHEET

Item No.	Model	Serial Number	Program
1	6390	160541493	EMS Prevent
2	6506	150840983	EMS Prevent
3	6506	150840982	EMS Prevent
4	6506	150840981	EMS Prevent
5	6506	150840980	EMS Prevent
6	6506	150840979	EMS Prevent
7	6390	150840923	EMS Prevent
8	6390	150840922	EMS Prevent
9	6390	150840921	EMS Prevent
10	6390	150840920	EMS Prevent

Purchase Order Form



Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 220421110548

Check box if Billing same as Shipping ☐

BILL TO		CUSTOMER #
Billing Account Num	1276964	
Company Name		
Contact or Department		
Street Address		
Addtl Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num	1276965	
Company Name	Superstition Fire and Med District	
Contact or Department	Vaughn Croshaw	
Street Address	1455 E 18TH Ave	
Addtl Address Line		
City, ST ZIP	Apache Junction, AZ 85119	
Phone	602-446-1910	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number 220421110548

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

Appendix F

F. Thunder Mountain Middle School Sublease Agreement with AJUSD

Submitted By

Fire Chief John Whitney

Background / Discussion

Since 2016, SFMD has leased space at Thunder Mountain Middle School from the Apache Junction Unified School District (AJUSD). This facility is used primarily as a training center, office space, equipment storage and Battalion Chief living quarters. In 2018, SFMD renegotiated the lease with AJUSD to allow for sub-leasing with a revenue share. Since that time SFMD has sub-leased to the Department of Forestry and Fire Management (DFFM). Recently it was determined that AJUSD would no longer do sub-leases for the property. Moving forward we will each, SFMD and DFFM, have independent leases with AJUSD for our respective spaces. SFMD has dramatically decreased the footprint of leased space. Additionally, the utility split has been flipped from the way it was set-up previously. SFMD will now pay a flat-rate utility to AJUSD. DFFM will be paying a percentage-based amount.

Financial Impact/Budget Line Item

SFMD will pay \$1000/month in utilities to AJUSD. Monthly lease rate will be \$2,500 directly to AJUSD

Enclosure(s)

Sublease Agreement

Exhibit A – Floor Plans

Exhibit B – Parking



AMENDED AND RESTATED SUBLEASE AGREEMENT

THIS AMENDED AND RESTATED SUBLEASE AGREEMENT (“**Sublease**”) is made and entered into effective November 1, 2022, by and between Apache Junction Unified School District No. 43 (“**AJUSD**”) and Superstition Fire & Medical District (“**SFMD**”).

RECITALS

- A. AJUSD and SFMD are parties to that certain Lease Agreement dated July 1, 2016, as amended (the “**Lease**”) for certain property located at 3700 E. 16th Avenue, Apache Junction, Arizona 85119 otherwise known as the TMMS Property.
- B. WHEREAS, AJUSD and SFMD desire amend and restate the Lease in accordance with the terms and conditions set forth in this Sublease. The Sublease shall replace and supersede the Lease effective November 1, 2022.
- C. WHEREAS, AJUSD is the tenant under a certain United States Department of the Interior/Bureau of Land Management (“BLM”) Recreation or Public Purposes Lease Serial No. A-17612 dates as of August 15, 1983, which has been successively renewed (“BLM Lease”) for real property of approximately 92.5 acres and including approximately 22 acres, together with improvements and fixtures, commonly known as TMMS Property.
- D. WHEREAS, the parties acknowledge and agree that the effectiveness of this Sublease is subject to and conditioned on consent or approval by BLM.
- E. WHEREAS, the parties desire to further amend the Lease to modify certain terms and provisions as more fully described in this Sublease, including, but not limited to, changing the description of the Leased Premises as provided herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree:

- 1. **Recitals.** The Recitals set forth above are incorporated into the terms and conditions of this Agreement.
- 2. **Sublease and Leased Premises.** Subject to and conditioned on BLM consent as described in Section 7 of this Agreement, AJUSD hereby subleases to SFMD, the Leased Premises, upon the terms and conditions set forth in this Agreement. The “**Leased Premises**” shall consist of the following portions of the TMMS Property:
 - a. All of Building T (exclusive use)
 - b. Rooms E122 through E 130 of Building E including the courtyard outside of E122, excluding the Kitchen and Cafeteria area (exclusive use)
 - c. Rooms G101 through G134 of Building G, excluding the Library/Media Center and Computer Room attached to the Library/Media Center (exclusive use), as further shown in the Floor Plans attached hereto as Exhibit “A”.
 - d. Periodic access to room G-138 (marked as G112E on the door) for IT Infrastructure to serve IT needs of the Leased Premises (non-exclusive use).
 - e. Certain parking areas, fenced areas and ball fields (exclusive use) as shown in red on the TMMS-DFFM & SFMD Parking General Vicinities Map (“Parking Map”) attached hereto as Exhibit “B”
 - f. Certain Common Areas (non-exclusive use) as shown on the Parking Map.
- 3. **Permitted Use.** SFMD’s use of the Leased Premises is solely limited to use as a regional training facility and other purposes related to SFMD’s administrative or public safety purposes (“Permitted Use”).
- 4. **Term.** The term of this Agreement shall be effective as of November 1, 2022 and continue through October 31, 2025 unless sooner terminated pursuant to the terms of this Agreement. Either party may terminate this Agreement by providing 180 days advance written notice prior to the end of the then current term or Renewal Term. The Agreement

may be renewed in successive three year terms by mutual written agreement of AJUSD and SFMD conditioned upon approval of AJUSD's Governing Board, SFMD's Board of directors and BLM, if necessary ("Renewal Term").

5. **Lease Payments.** Beginning November 1, 2022, the monthly lease payment payable by SFMD to AJUSD shall be \$2,500.00 per month payable in full on the first day of each month. The monthly lease payment shall increase by five percent (5%) annually, beginning on November 1 of each year. Consequently, on November 1, 2023 the monthly lease payment will increase to \$2,625.00 per month and increase by five percent (5%) annually thereafter on November 1 of each year during the term of this Sublease. Lease payments shall be made to the AJUSD at 1575 West Southern Avenue, Suite 1, Apache Junction, AZ 85120-7456, which address may be changed from time to time in writing by the AJUSD.
6. **Additional Rent.** In addition to the Lease Payment, SFMD shall pay \$1,000 per month to AJUSD to cover the costs associated with certain utilities that serve the Leased Premises ("Block Utility Rate"). The utilities referenced herein are limited to electrical, water, and gas. SFMD shall be responsible for any costs related to internet, television or telephone services. SFMD acknowledges that the Block Utility Rate is predicated on the Department of Forestry's, which is also subleasing a portion of the TMMS Property, obligation to pay 80% of the utilities (reduced by a \$1,000). If the sublease with Department of Forestry is terminated, SFMD and AJUSD will need to reconsider the cost sharing allocation for utilities and the parties shall enter into good faith discussions to modify the utility cost responsibility which shall be mutually agreeable to both parties. SFMD shall also be responsible for the costs associated with one of the two dumpsters located on the Property. Furthermore as Additional Rent, SFMD shall continue to support AJUSD in its various activities as it has done in the past by periodically providing personnel and equipment at AFJUSD activities and events.
7. **Maintenance and Repair of Leased Premises.** SFMD shall be responsible for maintaining and repairing the Leased Premises, including but not limited to, maintaining regular building maintenance, regularly servicing and where necessary repair and replacement of HVAC, plumbing, electrical and sprinkler systems. The repair and maintenance obligations shall include maintaining and repairing, if necessary, the large remote electric gate located on the Northeast section of the Property. AJUSD shall be responsible for repairs needed to the roof or below slab, provided the repairs were not necessitated by damage caused by SFMD.
8. **Consent by BLM.** The parties acknowledge and agree that this Sublease is subject to and conditioned on approval by BLM. If BLM does not consent to the terms of the Sublease, this Sublease shall terminate and be of no further force or effect and SFMD shall vacate the Leased Premises, leaving the Leased Premises in good condition and repair, within thirty (30) days after receiving notice from AJUSD that BLM has not approved or consented to the terms of this Sublease.
9. **Representations of SFMD.** SFM represents, warrants and covenants as follows:
 - a. SFMD shall comply with all applicable laws, rules and ordinances applicable to its use, maintenance, occupancy and operation of the Leased Premises.
 - b. SFMD acknowledges that this Sublease is subject to the BLM Lease and shall comply with all terms and conditions required under the BLM Lease included but not limited to use of the Leased Premises for Public Purposes.
 - c. SFMD acknowledges if AJUSD's rights under the BLM Lease terminate, then the terms of this Sublease shall terminate as well.
10. **No Assignment or Subletting.** SFMD may not be assign or sublease any rights under this Sublease or any portion of the Leased Premises, nor assign, mortgage or pledge this Agreement without the prior written consent of AJUSD which may be withhold in the sole and absolute discretion of AJUSD.
11. **Hazardous Materials.**
 - a. **Hazardous Materials Covenant.** SFMD covenants and agrees that it (i) will not cause or permit any Hazardous Materials (defined below) to be generated, produced, brought upon, used, stored, treated, released, discharged or disposed of in or about the Leased Premises of the Property by SFMD or any of its agents or invitees; (ii) will comply with all Environmental Laws (defined below); will promptly notify AJUSD, in writing, if SFMD has or acquires notice or knowledge that any Hazardous Materials have been or are threatened to be released, discharged, disposed of, transported, or stored on, in, under, or from the Leased Premises or Property; and (iv) if any Hazardous Materials are discharged, released or disposed of by SFMD or any of its agents or invitees, Department of Forestry will immediately take such action as is necessary to

detain the spread of, remove and dispose of such Hazardous Materials to the complete satisfaction of AJUSD and in compliance with all Environmental Laws.

- b. **Definitions.** For purposes of this Section 11, the term “**Hazardous Materials**” shall mean any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, protect or substance, including without limitation, asbestos, polychlorinated biphenyl, petroleum (including crude oil or any fraction or by-product thereof), underground storage tanks, and any material the exposure to or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, remediation or handling of which is prohibited, controlled or regulated by any Environmental Law (except for normal quantities of standard cleaning or office supplies), and the term “**Environmental Laws**” shall mean any federal, state, regional, county or local governmental statute, law, regulation, ordinance, order or code or any consent decree, judgment, permit, license, code or other requirement presently in effect or hereafter created, issued or adopted, pertaining to protection of the environment, health or safety of persons, natural resources, conservation, wildlife, waste management and pollution (including without limitation regulation of releases and disposals to air, land, water and groundwater).
- c. **Indemnity.** To the extent permitted by law, SFMD agrees to indemnify, defend and hold AJUSD free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (excluding consequential damages), disbursements or expenses of any kind (including reasonable attorneys’ fees and costs incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against AJUSD in connection with or arising from or out of any Hazardous Materials released, discharged or disposed of by Department of Forestry or its agents and invitees on, in, under, or affecting all or any portion of the Leased Premises or the Property, or any claim or action arising from a breach of SFMD’s covenants set forth in Section 11. The provisions of this Section will be in addition to any and all obligations and liabilities SFMD may have to AJUSD at common law, and will survive the expiration of the Term or earlier termination of this Sublease.

12. Insurance.

- a. SFMD shall maintain liability insurance on the Leased Premises with personal injury/death limits of at least \$1,000,000.00 per occurrence and at least \$2,000,000.00 aggregate together with a limit of at least \$2,000,000.00 for damage to property.
- b. SFMD shall deliver appropriate certificates of insurance to AJUSD in a form and from an issuer acceptable to AJUSD.
- c. AJUSD shall receive thirty (30) days advance written notice from the insurer prior to termination of such insurance policies.
- d. SFMD shall maintain and carry comprehensive liability insurance for owned, non-owned or leased vehicles with a combined single limit per accident for property damage and bodily injury of not less than \$1,000,000.00 per occurrence and at least \$2,000,000.00 aggregate.
- e. SFMD shall require its contractor who construct any Improvements to carry insurance equivalent to that required in Sub-paragraph a above. SFMD shall ensure that SFMD or its contractor shall maintain a Builder’s All-Risk Policy during the course of any construction of Improvements in an amount equal to the full amount of the cost of such Improvements and if applicable name AJUSD as an additional insured thereunder.
- f. SFMD shall also provide AJUSD with evidence of statutorily required worker’s compensation insurance for all employees working at, in or upon the Leased Premises.

13. Termination.

- a. Upon any termination of the Sublease, SFMD shall remove its goods and effects and peaceably yield up the Leased Premises to AJUSD in as good a condition as when delivered to SFMD, ordinary wear and tear accepted.
- b. At the end of this Sublease, SFMD shall be entitled to remove (or at the request of AJUSD shall remove) its fixtures, and shall restore the Leased Premises to substantially the same condition of the Leased Premises at the commencement of this Sublease.

- 14. **Destruction or Condemnation of Leased Premises.** If the Leased Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of SFMD’s use of the Leased Premises in a normal manner, and if

the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of the repair is less than \$2,000,000.00, AJUSD shall repair the Leased Premises and a just proportion of the monthly lease payments shall abate during the period of the repair according to the extent to which the Leased Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if the cost of repair is \$2,000,000.00 or more, or if AJUSD is prevented from repairing the damage by forces beyond AJUSD's control, or if the property is condemned, this Agreement shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by SFMD shall be apportioned and refunded to it. SFMD shall give AJUSD immediate notice of any damage to the Leased Premises.

15. **Default.** SFMD shall be in default of this Sublease if SFMD fails to fulfill any lease obligation or term by which SFMD is bound. Subject to any governing provisions of law to the contrary, if SFMD fails to cure any financial obligation within 10 days (or any other obligation within 30 days) after written notice of such default is provided by AJUSD to SFMD, AJUSD may take possession of the Leased Premises without further notice (to the extent permitted by law), and without prejudicing AJUSD's rights to damages. In the alternative, AJUSD may elect to cure any default and the cost of such action shall be added to SFMD's financial obligations under this Sublease. SFMD shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by AJUSD by reason of SFMD's defaults. All sums of money or charges required to be paid by SFMD under this Agreement shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.
16. **Late Payments.** For each payment that is not paid within 10 days after its due date, SFMD shall pay a late fee equal to 5% of the required payment.
17. **Holdover.** If SFMD maintains possession of the Leased Premises for any period after the termination of this Agreement ("Holdover Period"), SFMD shall pay to AJUSD lease payment(s) during the Holdover Period at a rate equal to 125 percent of the monthly lease payment for the last month before the Holdover Period began.
18. **Cumulative Rights.** The rights of the parties under this Sublease are cumulative, and shall not be construed as exclusive unless otherwise required by law.
19. **Remodeling or Structural Improvements.** SFMD shall have the obligation to conduct any construction or remodeling (at SFMD's expense) that may be required to use the Leased Premises as specified above and SFMD may also construct such fixtures on the Leased Premises (at SFMD's expense) that appropriately facilitate its use for such purposes ("Improvements"). However, no remodeling or reconstruction of Improvements shall be done without the prior written approval of AJUSD. If requested by AJUSD, SFMD shall post payment and performance bonds to cover the loss of such Improvements.
20. **Access by AJUSD to Leased Premises and Yearly Inspection.** Subject to SFMD's consent (which shall not be unreasonably withheld), AJUSD shall have the right to enter the Leased Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgages, tenants or workers. However, AJUSD does not assume any liability for the care or supervision of the Leased Premises. As provided by law, in the case of an emergency, AJUSD may enter the Leased Premises without SFMD's consent. Furthermore, not less than annually AJUSD shall have the right to inspect the Leased Premises and confirm SFMD is in compliance with its maintenance and repair obligations under this Sublease.
21. **Indemnity regarding use of Leased Premises.** To the fullest extent permitted by law, the parties mutually agree to indemnify, hold harmless, and defend the other and its officers, agents and employees from and against any and all losses, claims, liabilities, damage, cost and expenses, including but not limited to reasonable attorney fees and/or litigation expenses arising out of or resulting from indemnifying party's negligent or intentional acts or omissions. The parties' obligation to indemnify shall survive termination of this Agreement.
22. **Compliance with Regulations.** SFMD shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, SFMD shall not by this provision be required to make alterations to the exterior of the building or alternations of a structural nature.
23. **Relationship.** The relationship created by this Sublease is that of landlord and tenant and no other, it being understood that SFMD is not a partner, joint venture, associate, agent, contractor, principal or servant of AJUSD. Insofar as SFMD's rights and remedies are concerned, there are no third-party beneficiaries who are intended to be included under this Sublease, such that only the parties may enforce any rights and/or remedies arising from this Sublease.
24. **Interference with Operations.** If either party's operations materially and adversely affect the use of the Leased Premises, the affected party shall give prompt and reasonable notice specifying the corresponding objectionable practices and/or effect. If the matter is not resolved within 30 days of the written notice, the party giving notice may terminate the Sublease with no further obligation beyond the termination date.
25. **Mechanics Liens.** Neither SFMD nor anyone claiming through SFMD shall have the right to file mechanics liens or any other kind of lien on the Leased Premises and the filing of this Sublease constitutes notice that such liens are invalid.

Further, SFMD agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Leased Premises free of all liens resulting from construction done by or for SFMD.

26. **Notice.** All notices, demands or elections of whatsoever sort which this Sublease requires or permits either Party to give to the other shall be in writing and shall be personally delivered by a commercial courier service or shall be delivered by registered or certified mail, return receipt requested, postage prepaid and addressed to the respective Parties as follows:

AJUSD

Attention: Superintendent
Apache Junction Unified School District No. 43
1575 W. Southern Avenue, Suite 1
Apache Junction, AZ 85120-7456

SFMD

Attention: Fire Chief
Superstition Fire/Medical District
565 N. Idaho Road
Apache Junction, AZ 85119-4014

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

27. **Governing Law.** This Sublease shall be construed in accordance with the laws of the State of Arizona and venue shall be in Pinal County, Arizona.
28. **Entire Agreement/Modifications.** This Sublease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Sublease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
29. **Severability.** If any portion of this Sublease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Sublease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
30. **Waiver.** The failure of either party to enforce any provisions of this Sublease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Sublease.
31. **Binding Effect.** The provisions of this Sublease shall be binding upon and ensure to the benefit of both parties and their respective legal representatives, successors and assigns.
32. **Cancellation.** This Sublease is subject to cancellation in accordance with A.R.S. § Sec. 38-511.

AJUSD:

SFMD:

Apache Junction Unified School District No. 43

Superstition Fire and Medical District

By: _____

By: _____

Its: _____

Its: _____

Name: _____

Name: _____

Date: _____

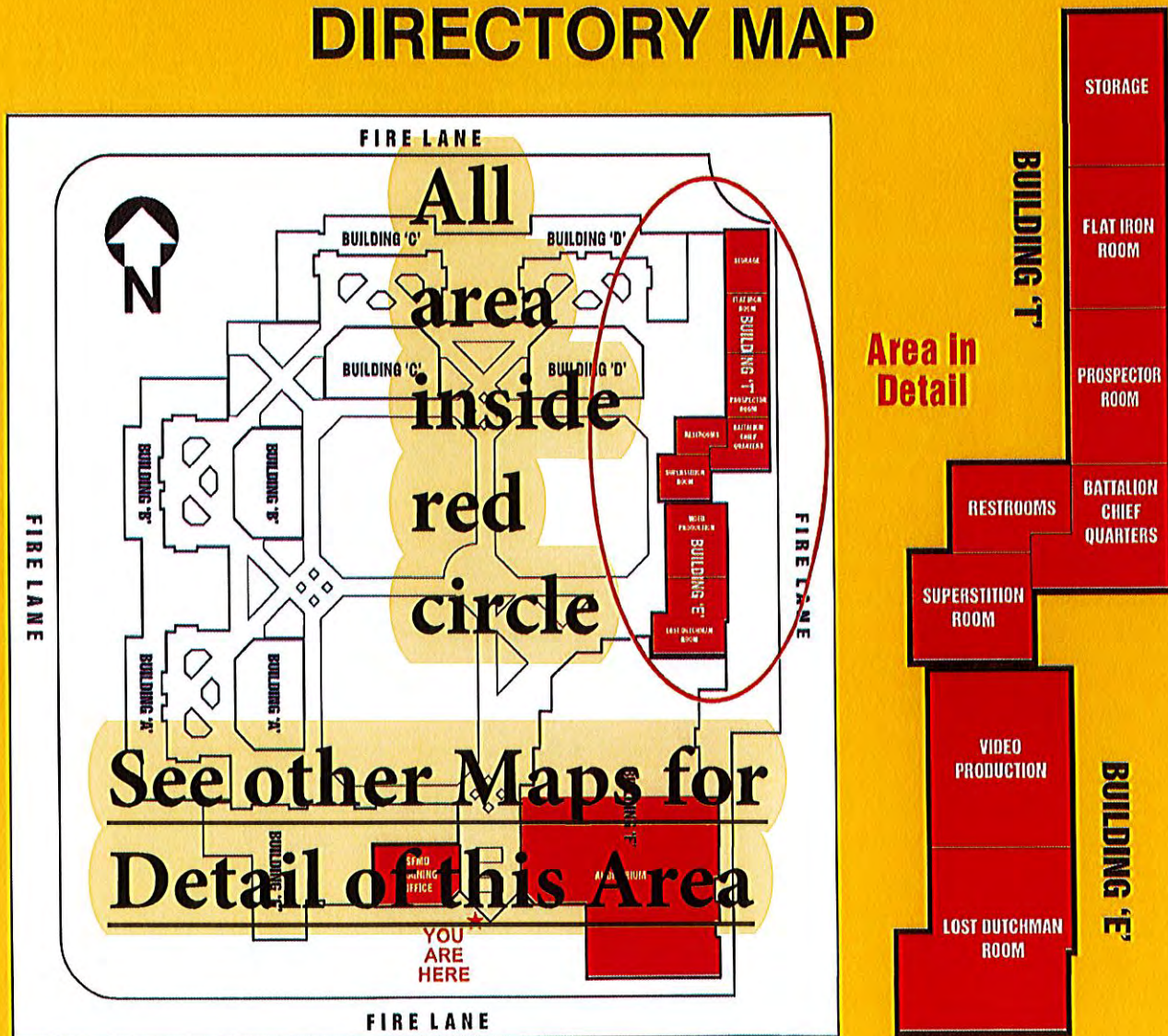
Date: _____

Exhibit A
Floor Plans
(see attached)

Exhibit B

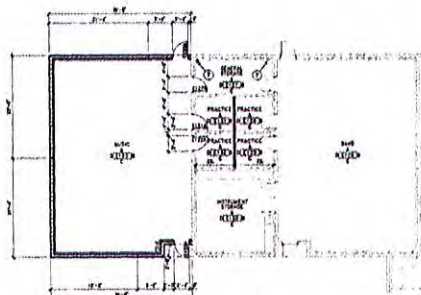
TMMS-DFFM & SFMD Parking General Vicinities
(see attached)

SUPERSTITION FIRE AND MEDICAL TRAINING CENTER DIRECTORY MAP



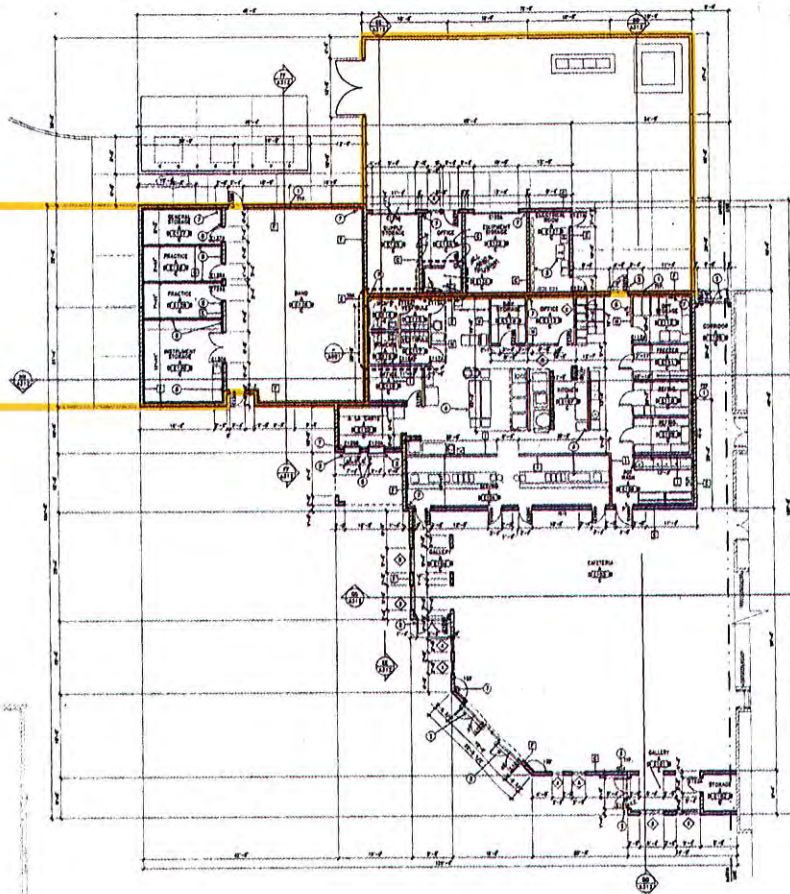
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All of Building T



CAFETERIA - BUILDING 'E'
FLOOR PLAN - ALTERNATE BID

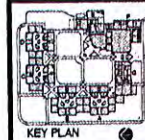
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CAFETERIA - BUILDING 'E'
FLOOR PLAN

Scale: 1/8" = 1'-0"

NOTES
1. SEE GENERAL NOTES
2. SEE SPECIFICATIONS
3. SEE SCHEDULES
4. SEE DETAILS
5. SEE ELEVATIONS
6. SEE SECTIONS
7. SEE FINISHES
8. SEE EQUIPMENT
9. SEE FURNITURE
10. SEE LIGHTING
11. SEE MECHANICAL
12. SEE ELECTRICAL
13. SEE PAINTS
14. SEE ROOFING
15. SEE EXTERIOR FINISHES
16. SEE INTERIOR FINISHES
17. SEE LANDSCAPE
18. SEE SITEWORK
19. SEE UTILITIES
20. SEE STRUCTURE



KEY PLAN

New Middle School
Apache Junction Unified School District No. 43
Apache Junction, Arizona



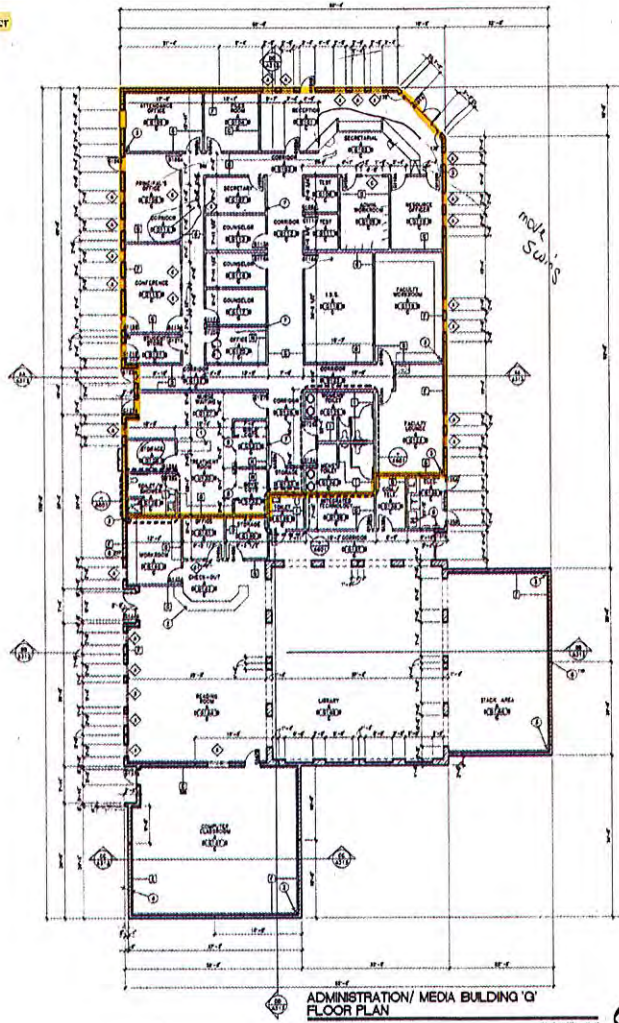
PERMIT
SET

Holmann-Dietz Architects, Ltd.
Planners & Construction Managers
1000 N. 10th St., Suite 100, Phoenix, AZ 85006
PHONE: (602) 261-1111
FLOOR PLAN



Sheet No.
A231

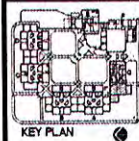
Inside yellow perimeter



ADMINISTRATION/ MEDIA BUILDING 'Q'
FLOOR PLAN

Scale: 1/8" = 1'-0"

NOTES
1. SEE SPECIFICATIONS FOR MATERIALS AND FINISHES.
2. SEE SPECIFICATIONS FOR EQUIPMENT AND FURNITURE.
3. SEE SPECIFICATIONS FOR LIGHTING AND ELECTRICAL SYSTEMS.
4. SEE SPECIFICATIONS FOR MECHANICAL AND PLUMBING SYSTEMS.
5. SEE SPECIFICATIONS FOR SAFETY AND SECURITY SYSTEMS.



KEY PLAN

New Middle School
Apache Junction Unified School District No. 43
Apache Junction, Arizona



PERMIT
SET

Hofmann-Dietz Architects, Ltd.
Planners & Construction Managers
1000 W. McDowell Ave., Suite 100
Phoenix, Arizona 85007
ADMINISTRATION/MEDIA BUILDING 'Q'



Sheet No.

A251

TMMS – DFFM & SFMD Parking General Vicinities



Appendix G

G. Disposition of Surplus Vehicle: C-68 (2007) Pierce Contender GMC 1500

Submitted By

Assistant Chief Richard Mooney

Background / Discussion

Policy 1202- Disposition of Surplus Property

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

POLICY

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

Titled Motor Vehicles and Apparatus

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

PROCEEDS FROM THE SALE OF SURPLUS SFMD PROPERTY

1. Upon disposition of surplus property, SFMD will present to the buyer a receipt and release for all items bought and sold, or otherwise distributed, per this policy.
2. All proceeds, regardless of form (e.g., check or cash), along with a copy of the sale receipt documenting the agreed upon sale price, is to be immediately turned into Accounting for recording and deposit.
3. Real property, apparatus, and machinery and equipment valued at \$5,000 or more should have the proceeds deposited in the Capital Projects Fund. The proceeds from non-capitalized equipment and machinery will be recorded in the General Fund unless otherwise directed by the BOD and in accordance with Generally Accepted Accounting Principles as applicable to SFMD

Financial Impact/Budget Line Item

SFMD will be selling the vehicle through public sites to take advantage of the used vehicle market and maximize the vehicle sales potential. SFMD will also be lowering its overall insurance cost. Lastly, SFMD will not have to provide vehicle maintenance on the vehicle.

Vehicle Year, Make & Model	"C" Number	Reason for Disposition	Insurance Cost
2007 Pierce Contender GMC 1500	C-68	Age/Repairs Needed/Not in use	\$1,014/year

The maintenance cost for C-68 last year was \$1610.62 for 162 miles of use. The apparatus committee has reviewed the potential use of C-68 and recommends the disposition of the vehicle. The Fleet Manager and Labor/Management Correlating Committee agree with the Apparatus Committee's recommendation.

Enclosure(s)

