

VERSION 1.0

September 20, 2023



BOARD OF DIRECTORS MEETING

September 20, 2023

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

KATHLEEN CHAMBERLAIN, BOARD CHAIRMAN

CONNIE VAN DRIEL, BOARD CLERK

JEFF CROSS, 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 September 20, 2023

Call in Phone Number: 480-646-1864

Access Pin: 1234

The Board will hold a meeting on Wednesday, September 20, 2023. The meeting will be held at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the public and will begin at 5:30 p.m. local time.

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

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

- 1. Review and approval of the August 2023 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 August 16, 2023
 - B. Engagement and Retainer Agreement to retain Cynthia K. Kelley, Esq. of Kelley Law Group (in association with the Kraw Law Group), as the Local Pension Board attorney effective October 1, 2023.
 - C. 2023 The Wedding Venue Event Firewatch Staffing and Apparatus Standby Agreement

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

Regional Training Center
3700 East 16th Avenue
Apache Junction, AZ 85119

Fleet Services
1455 East 18th Avenue
Apache Junction, AZ 85119

5. 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

James Vincent Group

President Colt Weddell

6. New Business / Future Agenda Items.

7. Announcements and Document Signing.

8. 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: September 14, 2023

At: 1500 Hours

By: Sherry Mueller

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

Governing Board Meeting – September 20, 2023

Agenda Item: 1

Agenda Item Title

Review and approval of the August 2023 financial reports and bank reconciliations.

Submitted By

James Vincent Group

Background/Discussion

James Vincent Group prepares the District's 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), 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), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds) between the Pinal County Treasurer's monthly bank statement and the District's Fund balance sheet report is provided. To signify Board approval of the monthly financial statements and bank reconciliations, the Board Chairman is requested to sign the attached Letter of Acceptance which will be kept on file at the District.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

*Monthly Financials provided under separate cover

Recommended Motion

"Motion to approve the August 2023 financial reports and bank reconciliations."



Go to Item 2

Go to Agenda

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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **August 2023**:

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

Kathleen Chamberlain, Board Chair

Date



August 2023

Governing Board Meeting – September 20, 2023

Agenda Item: 2

Agenda Item Title

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

Submitted By

Fire Chief John Whitney

Assistant Chief Brian Read

Assistant Chief Richard Mooney

Background/Discussion

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

September Service Anniversaries

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

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

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

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

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

6 Years of Service: Captain / Paramedic **Zachary Leon**
EMT **Jack Hafer**

5 Years of Service: Captain / Paramedic **Travis Yates 2**

2 Years of Service: Firefighter **Layni Rodriguez**

1 Year of Service: Paramedic **Isabelle Worden**



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PROMOTIONS

Battalion Chief John Walka

Battalion Chief Jeremy Rocha

Captain / Paramedic Zachary Leon

Captain / Paramedic Jason Chapman

Engineer / Paramedic July Ritschel

RETIREMENTS

Battalion Chief Brett Broman – 28 Years

Battalion Chief Amy Brooks – 30 Years



Go to Item 3

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Governing Board Meeting – September 20, 2023

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 – September 20, 2023

Agenda Item: 4

Agenda Item Title

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

- A. Board Meeting Minutes from August 16, 2023 – **Appendix A**
- B. Engagement and Retainer Agreement to retain Cynthia K. Kelley, Esq. of Kelley Law Group (in association with the Kraw Law Group), as the Local Pension Board Attorney effective October 1, 2023 - **Appendix B**
- C. 2023 The Wedding Venue Event Firewatch Staffing and Apparatus Standby Agreement- **Appendix C**

Background/Discussion

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

Recommended Motion

“Motion to approve the consent agenda items for September 20, 2023.”



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Governing Board Meeting – September 20, 2023

Agenda Item: 5

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 – September 20, 2023

Agenda Item: 6

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 – September 20, 2023

Agenda Item: 7

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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Governing Board Meeting – September 20, 2023

Agenda Item: 8

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



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Appendix A

A. Board Meeting Minutes from August 16, 2023

Submitted By

Board Secretary Sherry Mueller

Background / Discussion

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

Financial Impact/Budget Line Item

N/A

Enclosure(s)

August 16, 2023 Board Meeting Minutes





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

Governing Board Meeting Minutes

AUGUST 16, 2023

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, AUGUST 16, 2023. 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 5:43 PM.](#)

A. Call to Order

Chairman Chamberlain called the meeting to order at 5:43 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Chief Whitney

C. Roll Call

Board Members in attendance were Chairman Kathleen Chamberlain, Director Jason Moeller. Director Jeff Cross attended via conference phone. Clerk Connie Van Driel and Director Shawn Kurian were 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. Attorney William Whittington attended via conference phone.

1. Review and approval of the July 2023 financial reports and bank reconciliations.

Motion by Director Moeller to approve the July 2023 financial reports and bank reconciliations.

Seconded by Director Cross

Vote 3 ayes, 0 nays, MOTION PASSED.

Administration Office
565 North Idaho Road
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NOTE: Chief Whitney asked Chairman Chamberlain to move Agenda Item #2 until after Agenda Item #4. Chairman Chamberlain agreed to that request.

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

August Anniversaries

22 Years of Service: Firefighter **Paul Gruetzmacher**

22 Years of Service: Firefighter **Mark Widick**

19 Years of Service: Battalion Chief/Paramedic **Jon Williamson**

16 Years of Service: Administrative Specialist **Kelly Bartz**

8 Years of Service: Account Clerk Specialist **Lori Hlavin**

8 Years of Service: Transportation Services Manager **Billy Warren**

7 Years of Service: Firefighter/Paramedic **Clint Musgrave**

2 Years of Service:

Firefighter **Kaden Logsdon**

Firefighter **Steven Hammer**

Paramedic **Noah Whetstone**

Firefighter **Chase Thompson**

1 Year of Service:

Firefighter **Alex Avakian**

Firefighter **Apolo Ta'ase**

Firefighter **Chase Andrews**

3. Call to the Public.

None

NOTE: Chief Whitney asked Chairman Chamberlain to move Agenda Item #2 until

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

- A. Board Meeting Minutes from July 19, 2023
- B. Pass-Through Agreement between the City of Apache Junction and SFMD RE: The Gila River Indian Community Grant
- C. Life Scan Wellness Center – Department Scheduling and Additional Testing Agreement
- D. Optum RX Agreement
- E. Reporting Agent Authorization - Form 8655
- F. Intergovernmental Agreement for Backup Ambulance Services Between the Town of Queen Creek and the Superstition Fire & Medical District
- G. 2023 Southern Arizona Junior Bull Riders Association (SJBRA) Medical Staffing Agreement
- H. Replacement Hose and Nozzles for LT263
- I. Annual Portable Radio Purchase
- J. New Equipment and Radio Systems for New 2024 Pierce Pumper

Motion by Director Moeller to approve all consent agenda items for August 16, 2023.

Seconded by Director Cross

Vote 3 ayes, 0 nays, MOTION PASSED

5. Senior Leadership Team Reports

Fire Chief Report

- Transitions and Implementations
- Meeting with AJUSD
- Budget Manager Meeting
- Battalion Chief Promotional Process
- Dog Park Sculptures Unveiling
- SFCOA
- Positively AJ
- Letters of Support for Grants
- Interviews
- Kudos
 - Captain Elliott & Captain Frawley
 - Engineer Trey Schow & Captain Endres
 - Engineers Rodriguez & Sepulveda, Firefighter Garten
 - Captains Ferguson, Ledbetter & Robson, Firefighters M. Leon & Z. Leon
 - Firefighters Gregor, Hammer, Ta'ase & Willoughby
 - The entire Superstition Firefighters E-Board and Admin staff involved

Emergency Services

- Battalion Chief Promotional Process
- AJPD/SFMD Liaison Discussion
- East Valley A/C Meeting
- Positively AJ
- SFMD/AJPD Training Meeting
- SFMD/PCSO Meeting
- Attended Managing Disciplinary Challenges in the Fire Service

Significant Incidents

- 7/22/2023 Mutual Aid Request from State Land US 60 & SR 79
- 7/26/2023 Gun Shot Wound
- 7/27/2023 Hanging – patient transported
- 7/29/2023 Gas leak, vehicle into a building – leak secured by Southwest Gas – no patients found
- 7/30/2023 Gas leak from propane fill station – turned over to Ferrell Gas – leak secured
- 8/3/2023 RV fully involved – quick fire attack, no extension to exposures – no injuries
- 8/7/2023 Two separate ½ acre brush fires in washes – difficult access – knock down and fire control
- Two REMS deployments – Brady Fire and Diamond Fire
 - SFMD is the only organization in the East Valley CAWRT system that has been sending crews out
- Monthly Incident Call Volume
 - July 2023 – 1050 incidents
 - July 2022 – 995 incidents
 - 3-year average - 868

Training

- Reintegration – Pre Academy
- Lateral Academy
- BC Test Prep
- BC Promotional Process
- EVRA 23-2 starts 8/21/2023 - six recruits attending
- Captain Robson Reports as RTO to EVRA 23-2 8/14/2023
- Quarterly Regional Ladder Co Ops – Back to basics – Building construction
- Quarterly TRT Training – Building Collapse
- BC/DC Tactical Training at PFD Command Training Center
- Captain Garcia overseeing 23/24 Cadet Program run out of Mesa Fire Training Center
October 2023 – May 2024
- Training Drill Hours
 - July – 1,644 Total drill hours – 17 hours per person average
 - Year to date – 13,629 hours

EMS

- Attended Image Trend Conference
- Assisted with the SFMD Battalion Chief Promotional Process
- Attended Managing Disciplinary Challenges in the Fire Service
- EMS for Firefighter Reintegration
- Attended ICS 400 Course
- EMS Committee Meeting

Transportation Services

- EMS Committee Meeting
- Central AZ Regional EMS Medical Directors Consortium
- AEMS Education Committee Meeting
- AEMS Board of Governors Meeting
- G400 Advanced Incident Command System Class
- EMT and Paramedic Interviews
- Monthly Transportation Volume
- CON Compliance through July 2023

Support Services

Fire Prevention

- Plan Reviews – 19
- Inspections – 17
- Citizen Requests or Assistance – 5
- Environmental Requests, Permits, Concerns & Knox Box Assistance – 11

Community Risk Reduction

- Community Events – 1
- Fire Safety Presentations – 1
- Car Seat Placements – 0
- School Pub Ed Presentations – 1
- AED / CCR Presentations – 2

- Fire Investigation Training
- Tower Lease Meeting with new owner
- Pinal County Meeting to update the Plan Review Process
- City Meeting with Assistant City Manager to discuss Lithium Battery Incidents in the city
- Superstition Foothills HOA Meeting to assist with Emergency Evacuation Plan

Administrative Services

- Crest Benefit Audit
 - Comparative analysis with Carriers
 - Resolved Health Equity Account Fees
- SRPMIC 12% Grant Submitted for \$111,983.83
 - APX 8000 Series Radios
 - Technical Rescue Equipment
 - 100% Funding – No Match
 - Contributing members – Zach Leon, Jay Nelson, Caleb Brown and Brad Powers
- UKG – Timesheet approvals & Parallel Payroll
 - Timesheet Training Approval Process has been rolled out to staff employees and supervisors

Parallel Dates

- Parallel 1 – For pay date 9/1/2023
- Parallel 2 – For pay date 9/15/2023
- Final Review 9/29/2023
- Go Live 10/13/2023
- JVG Weekly Process
 - Monday – Account Clerk Enters Invoices for Approval
 - Tuesday - Account Clerk Enters Invoices for Approval
 - Tuesday Evening – JVG Approvals
 - Wednesday – SFMD Budget Manager and Other Approvals as Needed
 - Thursday – Board Member Number 1 Approvals
 - Friday – Board Member Number 2 Approvals
- Firefighter Recruits
 - Ryan Markham
 - Bradley Steinepreis
 - Sean Semrad
 - Christian Gomez
 - Brock Doolen
 - Matt Hansen

Labor

- Captain Walka stated to the Board that he has stepped down as Chapter President for the United Mesa Firefighters Association, Superstition Chapter, IAFF, Local 2260. Captain Walka also announced that Engineer Colt Weddell is stepping in as Chapter President. Captain Walka thank the Board for their support over the last 8 years.

- Engineer Weddell stated that he is very excited to move the organization forward as Chapter President. He also said he is looking forward to working with the Board and with Staff.
- Chief Whitney said thank you to soon-to-be Battalion Chief Walka, for his years of service to the Organization. Chief Whitney spoke about the very positive Labor/Management relationship that exists thanks to BC Walka. Chief Whitney congratulated Engineer Weddell for his new role as Union Leader and Chapter President.
- Chairman Chamberlain thanked Captain Walka for his service to the District as Chapter President.

6. New Business / Future Agenda Items

None

7. Announcements / Document Signing

Chief Whitney invited the Board Members to a retirement gathering on Tuesday, August 22nd, 2023 for the retirements of Battalion Chief Brett Broman and Battalion Chief Amy Brooks. The gathering will be held at SFMD Station 264 from 9:00 A.M. to 11:00 A.M. A Public Notice has been posted for this event.

8. Adjourn

Chairman Chamberlain declared the Board Meeting Adjourned at 6:55 p.m.

No Motion

Governing Board Approval:

Director Jason Moeller for
Board Clerk Connie Van Driel

Appendix B

B. Engagement and Retainer Agreement to retain Cynthia K. Kelley, Esq of Kelley Law Group (in association with the Kraw Law Group), as the Local Pension Board attorney effective October 1, 2023.

Submitted By

Administrative Services Director Anna Butel

Background / Discussion:

The Local Pension Board voted to secure the outside counsel of Cynthia K. Kelley of Ryan Rapp Pacheco & Kelley, for the matters of Medical Disability Retirements and other Pension Board matters back in January 2021.

Cynthia K. Kelley, Esq. sent the letter included in this Pension Board Packet letting us know she is opening a new law firm in Arizona, the Kelley Law Group (associating with the Kraw Law Group) effective October 1, 2023. The Local Pension Board Members voted to continue with Cynthia K. Kelley, Esq. of Kelley Law Group (in association with the Kraw Law Group), as the Local Pension Board attorney effective October 1, 2023.

Financial Impact/Budget Line Item

Zero financial impact

Enclosure(s)

Letter from Cynthia K. Kelley, Esq.
Notice from the Local Pension Board's Intention to Retain
Engagement and Retainer Agreement





August 22, 2023

Dear Local Board Members,

I am writing to inform you about an important decision I have made regarding my legal practice. After careful consideration, I have decided to leave my current firm and embark on a new venture that I believe will be best for both myself and my clients. I am pleased to announce that I will be opening a new firm in Arizona, the Kelley Law Group, and associating with the Kraw Law Group.

The Kraw Law Group is a well-established California-based firm with extensive experience representing employee benefit plans and public safety clients for over 30 years. They currently have a team of 17 skilled attorneys with offices in Mountain View and San Diego.

This collaboration brings several advantages for my clients. By aligning with the Kraw Law Group, I will gain access to additional resources and expertise in the area of employee benefits and public safety. I will remain personally responsible for all my clients, ensuring the same level of attention and autonomy as before. However, this partnership will allow me to leverage the collective knowledge of a larger employee benefits practice group.

Effective October 1, 2023, my practice will transition to the Kelley Law Group, in association with the Kraw Law Group. I am pleased to share that I will be joined by the entire employee benefits department, with the exception of Leslie Sorensen. Sara Yokich, Laure van Heijenoort, Brian Kelley, and Kenny Kelley will all be at the Kelley Law Group beginning October 1, 2023. Additionally, our dedicated legal assistant, Tania Mouat, and Law Clerk, Sanders Johnsen, will be a part of our team in this new endeavor.

I genuinely value the relationships I have built with my clients and would be honored to continue serving you under the new firm. We will be establishing new agreements with the Kelley Law Group for those clients who wish to maintain our professional relationship. I want to assure you that this transition will be seamless, with no changes to the services provided or the associated fees. As you may know, the decision on your representation is entirely up to you. The attached notice can be completed indicating the desire of the Board once there has been an opportunity to review and a decision has been made.

I am excited about this new chapter in my career and sincerely hope to continue working with each of you. If you have any questions, comments, or concerns, please feel free to reach out to me directly.

I wanted to bring this to everyone's attention in person at a board meeting. However, yesterday I learned that my colleagues, Leslie Sorensen and Andrew Pacheco, along with the approval of managing partner Chris Rapp, sent letters to some clients without the knowledge of the primary attorney. These letters indicated their intention to assume lead attorney roles for certain clients moving forward. If you received this letter, I sincerely apologize for any confusion that this unanticipated communication may have caused.

Regrettably, the letter sent by Leslie Sorensen and Andrew Pacheco failed to convey the client's right to choose their representation, diverging from the ethical guidelines outlined by the Arizona Bar and American Bar Association. I understand that many of you may not have had the opportunity to meet Lesli Sorensen or Andrew Pacheco personally, and receiving a letter indicating their assumption of your legal matters might understandably lead to confusion and concern.

Thank you for your ongoing trust and support. I look forward to the opportunities ahead and I hope to have the privilege of serving you in the future. Again, if you have any questions or concerns, please feel free to contact me.

Once the Board has had the opportunity to meet and come to a decision regarding future representation, please complete the attached form and return to me via email. If you choose to go to the Kelley Law Group, I will provide contact information later this month or in early September.

Sincerely,

Cindy

Cynthia K. Kelley, Esq.



RYAN RAPP
PACHECO
& KELLEY^{PLC}

3200 N. Central Avenue, Suite 2250
Phoenix, Arizona 85012
Telephone (602) 280-1000
Facsimile (602) 265-1495

☒ The Board wishes to continue being represented by Cynthia Kelley. Please transfer to her, at her new address, any records, files, advanced fees and costs held in trust, and any other property in the possession of Ryan Rapp Pacheco & Kelley, PLC as quickly as possible. I understand that the firm will provide me with a final accounting of fees earned by the firm and will transfer any remaining trust balance to Cynthia within 60 days of the transfer of the file after earned fees have been deducted from my trust balance.

☐ I wish to continue being represented by Ryan Rapp Pacheco & Kelley. Please have a firm representative contact me to discuss continuing the representation.

☐ Other _____

Sincerely,

Superstition Fire & Medical District
NAME OF LOCAL BOARD

Sherry Mueller Date 8/29/2023
BOARD SECRETARY SIGNATURE



3800 North Central Avenue, Suite 530
Phoenix, Arizona 85012
PHONE: 602.000.0000

Cynthia K. Kelley, Esq.
cindy@kelleylawaz.com

August 29, 2023

VIA EMAIL ONLY

Superstition Fire and Medical District PSPRS Local Board
c/o Sherry Mueller
565 N. Idaho Road
Apache Junction, Arizona 85119
Alena.Sampson@sfmd.az.gov; sherry.mueller@sfmd.az.gov

Re: *Engagement and Retainer Agreement*

Dear Ms. Mueller,

Thank you for the selection of Cynthia Kelley of the Kelley Law Group, PLLC., to represent the Superstition Fire and Medical District PSPRS Local Board ("the Board") beginning October 1, 2023. We recognize that the Board has a choice of legal counsel, and appreciate the confidence you have in our firm.

This letter is to confirm our understanding of the representation that Cynthia Kelley has undertaken on the Board's behalf, its scope and the terms of our engagement. In addition, under our professional rules of ethics, we have an obligation to inform the Board of the firm's billing practices. Experience has shown that a letter such as this is useful both to the client and to the firm to express our respective expectations and undertakings.

We ask that you and the Board representatives carefully review this letter. It is intended to be a formal Retainer and Engagement Agreement. If it meets with the Board's approval and understanding of our respective responsibilities and duties, please sign where indicated and return it to us. Your signature on this Agreement will confirm the Board's consent to the terms contained herein.

SCOPE OF REPRESENTATION

We understand that Cynthia Kelley has been retained to represent the Board and its constituent members in connection with their duties and responsibilities under the Arizona Public Safety Personnel Retirement System. The primary attorneys engaged in this representation will

be Cynthia Kelley, and Brian Kelley, who specialized in appeals for local boards.

The attorneys will, as requested, attend meetings relating to the Board, review materials prior to the meetings and, if necessary, monitor compliance with open meeting law for those meetings attended. The attorneys will, upon referral of a lawsuit or other legal matter by the Board, provide any necessary legal representation to the Board and any of its officers, employees, or agents as directed by the Board. The attorneys agree to perform all necessary legal services, including but not limited to investigation, legal research, and preparation of legal memoranda, pleadings and briefs and making appearances before administrative tribunals and courts, in representing the Board.

The Board and its representatives, as our client, agree to cooperate with, and to timely provide assistance and requested documentation and information to us so that we may handle these legal matters on its behalf.

FEES AND COSTS AND RETAINER

All matters undertaken by the firm require that the client agree to terms of payment prior to the commencement of representation. In consideration of our services in connection with this representation, the Board agrees to pay the Kelley Law Group according to the terms set forth in this Agreement. Any litigation necessitated by this representation is, by its very nature, time consuming, uncertain and often expensive. While the firm will work diligently on the Board's behalf, no predictions can be made as to the outcome of any particular matter. We normally send billings on a periodic basis, usually monthly. The periodic bills are to be paid upon presentation, and the amounts thereof are applied to the total fee. If the bills are not promptly paid, we reserve the right to withdraw from representation.

The normal fee arrangement of the firm is the "reasonable fee" arrangement which is based upon the criteria for reasonableness specified in the Rules of Professional Conduct. The factors set forth in the rules include the time required for tasks performed; the difficulty, novelty or complexity of the problem presented; the skill required to perform the services properly; the time constraints imposed by the clients or the nature of the matter; the amount involved and the results obtained for the clients; and the experience, reputation and ability of the lawyer or lawyers performing the service. We have established a normal hourly billing rate for each attorney and legal assistant, which is adjusted from time to time. Attorney Cynthia Kelley will be the primary attorney in this matter and my hourly billing rate for this representation is \$275.00. If Brian Kelley handles an appeal for the Board his rate is also \$275.00. Other attorneys may be involved in the matter and if that occurs, his/her hourly billing rate will be disclosed to you prior to that attorney commencing work on your cases. In addition to attorneys, there may be legal assistants involved in the matter. The firm's legal assistants are typically billed at rates between \$75 and \$150 per hour. In most circumstances, the total fee billed to the client will be calculated primarily on the basis of the hourly rates and the amount of time expended for all attorneys and legal assistants involved in the matter. Such hourly totals, however, may be adjusted at the end of any particular case (and occasionally on an interim basis)

to take account of the various factors described above.

For some cases, the fee arrangement may be a fixed hourly, fixed project, flat, or such other arrangement as is set forth in writing between the clients and the primary attorney performing the work. In certain instances, modified or hybrid fee calculations may be appropriate as well. For example, in instances where the result achieved is particularly beneficial or advantageous to the clients when viewed against the amount(s) at stake or in controversy, the efforts expended and other like factors, the application of a "value billing" methodology above and beyond the base or customary hourly billing agreement may be appropriate. Of course, any such hybrid or value billing arrangement will be utilized only after prior consultation with, and concurrence of, the clients.

In addition to fees for legal services, the firm may incur various costs and expenses in performing legal services under this Agreement. These expenses will be itemized in our billing statements. Costs and expenses include, without limitation, filing fees, messenger and process services, special mailing expenses, express mail services, copying charges and other reproduction costs charged by an outside agency or vendor, expert fees, Westlaw research, long distance telephone calls, travel expenses and court reporter charges. We may send larger copying jobs to an outside copying service and charge the Board for such service. We may ask that the Board pay court reporters' fees, outside copying charges and other large charges directly to the provider of the service.

To aid in the representation, our firm and the Board may agree that hiring expert witnesses, appraisers, accountants, consultants or investigators is necessary. Our firm will select such outside experts or entities, after consultation with the Board. The Board authorizes us to retain and the Board agrees to pay the fees or charges of these persons or entities hired by us, either directly to the outside person or entity, or to the firm, as appropriate.

In the event that the Board is involved in litigation, it may be possible to seek an award of the Board's attorneys' fees and costs from the opposing party. We will pursue such an award if appropriate, but we cannot and will not look to such an award as a source of payment for amounts owed to the firm under this Agreement. The Board is responsible for paying the fees and costs as set forth in this Agreement. If attorneys' fees and costs are awarded, we will reimburse the Board for the amount of the award, or apply the award to fees and costs that are still being accrued or owing.

We ask and expect payment of our billings on a current basis because delayed payments add to our overall costs of providing services to all of our clients. To avoid burdening our clients who do pay promptly with these additional overhead costs, we reserve the right to charge interest on any balance which is not paid by the end of the month following the month in which the firm's billing statement is dated. Unless otherwise agreed, payment of each monthly billing statement is due upon receipt.

CORRESPONDENCE, PLEADINGS AND DOCUMENTS

As a matter of course, the firm will forward to the Board copies of key correspondence, and any court pleadings and documents generated or received by us concerning the legal matter being handled. This is an inexpensive and routine way to keep our clients advised of important developments and the status of the matter as it progresses. The Board should review the documents sent to them and contact us with any questions or comments about them. All communications to the Board are directed to the addresses provided to us. Because communications between the Board and the firm are critical, we must be kept informed of any changes in address, telephone number, and e-mail as appropriate.

RETENTION OF FILES AND FILE DESTRUCTION

Given the number of client matters the firm handles, the indefinite retention of each client's file is impractical. Therefore, once any particular matter is completed, the file will be marked "closed" by the firm. The Board has a right to obtain a copy of the files at any time, but given the firm's routine practice of copying clients with correspondence, pleadings and documents, the firm will only copy those documents the Board has not already been sent. Original documents will be returned to the Board upon the closing of the file. If the Board needs another copy of the file after receiving copies from the firm, we will charge for the cost to re-copy the file. By executing this Agreement, you give the firm permission to destroy any files once they have remained closed, with no material activity, for a period of seven years.

CONFLICT OF INTEREST

The firm has conducted an internal conflict of interest check based upon the names of the persons and/or entities provided to us by you. No conflict of interest has appeared from this internal conflict check. The Board agrees to continue to provide any additional information to the firm regarding the names and identities of any other person or entity involved, or which may become involved, in any matters for which we provide representation.

TERMINATION OF REPRESENTATION AND CONCLUSION OF MATTERS

Once the representation of the Board in the matters described in this Agreement concludes, the firm will have no continuing obligation to represent the Board in any matter beyond the scope of representation as described herein unless an agreement for continued representation is reached.

The Board has the right to terminate the firm's representation with or without cause. However, should the Board determine to terminate our services, it must notify us in writing of the termination. Termination of our services does not negate any fees or costs owed to the firm in the representation.

KELLEY LAW GROUP

Sherry Mueller

August 29, 2023

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The firm reserves the right to withdraw as set forth herein if our fees are not paid on a timely basis. The firm also reserves the right to withdraw for any reason permitted or required under the Code of Professional Responsibility. In the event the firm determines to terminate the representation, the Board will be notified in writing as to the termination, and agree to execute an approval of a Motion to Withdraw or Substitution of Counsel, if applicable. In that event, the firm will cooperate in transitioning the matter to another attorney as appropriate.

After the Board representatives have had an opportunity to review this Agreement, please sign it where indicated and return it to me for our file. The firm's attorneys will generally not proceed to work for a client beyond the initial consultation and initial research until a signed Agreement is received from the Board. In the event that legal services have been performed and costs expended on the Board's behalf, it is obligated to the firm for the value of such services and costs.

We recognize that this Agreement has a formal tone, but we believe that a complete understanding of our business relationship helps to assure a mutually beneficial attorney-client relationship. We appreciate this opportunity to be of assistance and look forward to working with the Fire Boards.

Sincerely,



Cynthia K. Kelley
For the firm

I have read and understand the foregoing terms set forth in the Kelley Law Group, PLLC. Engagement and Retainer Agreement, and approve and agree to them as of October 1, 2023, the date that the Kelley Law Group, PLLC, will first provide services to the Board.

SUPERSTITION FIRE AND MEDICAL PSPRS LOCAL BOARD

By: 

Date: 8/29/2023

Printed Name: Jason McEllen

Its: Pension Board Chairman

Appendix C

C. 2023 The Wedding Venue Event Firewatch Staffing & Apparatus Standby Agreement

Submitted By

Assistant Chief Richard Mooney

Background / Discussion

The Wedding Venue Event Firewatch Staffing & Apparatus Standby Agreement is needed because the sprinkler and water supply systems are not operational. The wedding events listed were scheduled assuming the fire protection systems would be operational. Instead of canceling and rescheduling the events, The Wedding Venue contacted SFMD for their options. If the fire protection systems become operational prior to any of the three scheduled events, the Wedding Venue can cancel the standby if they give 48-hour notice to SFMD.

Financial Impact/Budget Line Item

The contract is a cost recovery system based on our event standby employee rates and apparatus contracted rates.

Enclosure(s)

2023 The Wedding Venue Firewatch Staffing & Apparatus Standby Agreement





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

September 20, 2023

Dr. M. Russell Giveans
The Wedding Venue
2014 S. Starr Rd.
Apache Junction, AZ 85119
Russell.giveans@gmail.com
1-504-231-4007

2023 The Wedding Venue Event Firewatch Staffing & Apparatus Standby Agreement

Mr. Giveans

This Fire Suppression & Apparatus Standby Agreement represents the cost associated with providing fire suppression standby protection to staff a Fire Tender Apparatus for all events scheduled at the Wedding Venue until the water supply and sprinkler systems are operational. This joint agreement between the Wedding Venue and the Superstition Fire & Medical District is valid for the following dates in 2023: October 7, 20, & 21. This agreement provides for two fire suppression personnel and one fire support tender for the purpose of a fire standby for scheduled events at the Wedding Venue in Apache Junction.

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

Fire District's Obligations:

1. Provide two Certified Fire Personnel to staff the fire support tender at The Wedding Venue, 2014 S. Starr Road, Apache Junction, AZ 85119, for scheduled events at the location.
2. Provide all necessary fire personnel, fire equipment, EMS jump bag, and water needed for a fire response.
3. Provide communications equipment for contact with Mesa Regional Dispatch Center for the purpose of requesting additional resources for fire and medical emergencies at the location.

The Wedding Venue Obligations:

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

Regional Training Center
3700 East 16th Avenue
Apache Junction, AZ 85119

Fleet Services
1455 East 18th Avenue
Apache Junction, AZ 85119

1. Agree to payment for services to staff two fire suppression personnel and the cost of an apparatus for a fire standby at the special events located at The Wedding Venue, 2014 S. Starr Road, Apache Junction, AZ 85118, for all event dates listed in the agreement per Schedule 'A' (attached).
2. Provide a secure and centralized location for the staging of the Support Tender. This location shall have direct access in and out of the event grounds to avoid any delays in fire suppression activities.
3. Provide unobstructed access at all times for emergency vehicle traffic into the event.
4. Provide at least 48-hour notice to SFMD for all event cancelations. The contact person is Assistant Chief Richard Mooney (email richard.mooney@sfmd.az.gov and phone number 1-480-676-8099).

Pursuant to ARS Section 38-511, the Client may cancel this agreement for conflict of interest.

If parties agree upon all conditions and obligations, the Fire District and Wedding Venue, 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 565 N. Idaho Rd, Apache Junction, AZ, 85119, for this agreement to remain valid.

Superstition Fire & Medical District

The Wedding Venue
Dr. M. Russell Giveans

Board Chair: _____

Agent: _____

Printed: _____

Printed: _____

Board Clerk: _____

Co-Agent: _____

Printed: _____

Printed: _____

SCHEDULE 'A'

Scheduled Event Date & Times

October 7, 2023, 1700-2200

October 20, 2023, 1700-2200

October 21, 2023, 1700 2300

Cost is based on two personnel for the total time that the crew is covering the event; it will also include ½ hour before the event to allow the crew to check off the apparatus and equipment and ½ hour after the event to return equipment and apparatus to its proper station and a ready-state.

Personnel & Equipment costs:

- 1 Certified Firefighter Paramedic: \$80.00 per hour
- 1 Certified Firefighter EMT: \$70.00 per hour
- 1 Support Tender Apparatus & Equipment: \$125 per hour

SFMD will base the personnel certifications and apparatus; billing will be the actual times working the event. The billing cycle will be on a weekly. Billing statements will be generated on Monday after events are completed.

*These costs represent average hourly overtime rates for personnel based on current SFMD 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.