

VERSION 1.0
October 16, 2024



BOARD OF DIRECTORS MEETING

October 16, 2024

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 OCTOBER 16, 2024

Dial in Phone Number: 1-689-206-0397

Phone Conference ID: 575 587 553#

The Board will hold a meeting on Wednesday, October 16, 2024. 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 room will be accessible to the public at 5:00 p.m. and the meeting 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 2024 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 18, 2024
 - B. 2025 Lost Dutchman Marathon: Medical Staffing Agreement
 - C. FY2023/2024 Baker Tilley Audit Engagement Letter
 - D. Festival of the Superstitions Country Bash: Medical Staffing 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. Discussion and possible approval of the Election Affidavit of Compliance for the Board of Supervisors in Pinal and Maricopa Counties.
6. Discussion and possible approval regarding the Fire Chief's annual evaluation process.
7. Discussion and possible approval of increasing the authorized headcount by adding three Full-Time Employees (FTE).

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
James Vincent Group
President Colt Weddell

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 10, 2024

At: 1500 Hours

By: Valerie Blodgett

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

Agenda Item Title

Review and approval of the September 2024 financial reports and bank reconciliations.

Submitted By

James Vincent Group

Background/Discussion

The James Vincent Group 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.
 - a. 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), Debt Interest (600) and Certificates of Participation (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), 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 September 2024 financial reports and bank reconciliations.”



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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **September 2024**:

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 (700) Fund

Kathleen Chamberlain, Board Chair

Date



September 2024

Governing Board Meeting – October 16, 2024

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.

October Service Anniversaries

25 Years of Service

Deputy Chief **Dave Pohlmann**

Battalion Chief **Jeremy Rocha**

17 Years of Service

Battalion Chief **John Walka**

Captain **Chris Robson**

10 Years of Service

Captain / Paramedic **Jay Nelson**

Captain / Paramedic **Jason Chapman**

Captain/ Paramedic **Colt Weddell**

Captain / Paramedic **Sean Matuszewski**

9 Years of Service

Engineer **Trey Schow**

Firefighter / Paramedic **Wes Fimbrez**

Firefighter / Paramedic **Trace Leggett**

Fire Mechanic II **Roger Nasello**



[Go to Item 3](#)

[Go to Agenda](#)

8 Years of Service

Transport EMT **Sarah Castaneda**

7 Years of Service

Engineer **Chris Wohlforth**

5 Years of Service

Firefighter **Sedona Brugman**

Firefighter / Paramedic **Joe Potter**

4 Years of Service

Firefighter / Paramedic **Sophie Boukatch**

Firefighter / Paramedic **Caleb Brown**

Engineer **Luke Mays**

2 Years of Service

Transport Paramedic **Wyatt Reimann**

Firefighter **Nolan Willoughby**



[Go to Item 3](#)

[Go to Agenda](#)

Governing Board Meeting – October 16, 2024

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



[Go to Item 4](#)

[Go to Agenda](#)

Governing Board Meeting – October 16, 2024

Consent Agenda

Agenda Item: 4

Agenda Item Title

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

- A. Board Meeting Minutes from September 18, 2024 – **Appendix A**
- B. 2025 Lost Dutchman Marathon: Medical Staffing Agreement - **Appendix B**
- C. FY2023/2024 Baker Tilley Audit Engagement Letter - **Appendix C**
- D. Festival of the Superstitions Country Bash: Medical Staffing Agreement - **Appendix D**

Background/Discussion

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

Recommended Motion

“Motion to approve the consent agenda items for October 16th, 2024.”



[Go to Item 5](#)

[Go to Appendices](#)

[Go to Agenda](#)

Governing Board Meeting – October 16, 2024

Agenda Item: 5

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 Valerie Blodgett

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 2024 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.”



Go To Item 6

Go to Agenda



Superstition Fire & Medical District

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

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

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

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



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 5, 2024.

Superstition Fire & Medical District

Clerk of the Board

Subscribed and sworn to before me on the 16th day of October, 2024.

Notary Public

My commission expires on: _____

Governing Board Meeting – October 16, 2024

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



Go To Item 7

Go to Agenda



Superstition Fire & Medical District

Fire Chief Performance Evaluation Process

Purpose:

The Fire Board shall evaluate the Fire Chief's performance on an annual basis. This document sets forth the process to be used by the Board in its annual evaluation of the Fire Chief.

Process:

1. The Administrative Services Director will provide the Governing Board the Fire Chief Performance Evaluation packet in the November Board meeting.
2. The Governing Board members will return completed evaluations to the Administrative Services Director within two weeks after receiving the Performance Evaluation packet.
3. The Administrative Services Director will compile the responses into one packet and distribute to the Governing Board Members in preparation for the December board meeting.
4. Barring any corrections or changes, the Governing Board Chair may convene an executive session at the December meeting. The board members and the Fire Chief will discuss the responses from the completed packet.
5. Upon completion of the evaluation process, the Board Chair, Board Clerk, and Fire Chief will provide a signed copy to the Administrative Services Director for inclusion in the Fire Chief's personnel file.
6. The Board Chair will announce at the January Board Meeting that the process was conducted and completed.

Instructions:

There are four primary areas of this evaluation;

- Operational and Strategic Initiatives
- Organizational Culture
- Financial accountability,
- Board, Stakeholder, and Community Relations.

The Fire Chief is Responsible For:

Indicating progress toward goals on this form. Goals that were not achievable due to shifting priorities can be modified as needed. Goals will be evaluated using a Not Started (NS), In Progress (IP), and Completed (C) scale. Following each rating, there will be a section to describe success, obstacles, and resources associated with each category.

The Fire Chief will also provide a self-evaluation for the competencies associated with each area. These will be evaluated using a Growth Required (GR), Meets Expectations (ME), and Exceeds Expectations (EE) scale.

The Fire Chief will also prepare three developmental goals for the next rating period. These can include stretch assignments, formal training, leadership position in other agencies, and informal training.

Each Board Member is Responsible For:

Reviewing the attached information along with observations, feedback, and other interactions to provide a rating for each of the four sections. The Scale in Appendix A will be used for this evaluation.

The Fire Board Chair is Responsible For:

Coordinating with staff to hold an Executive Session item for Fire Chief Performance Evaluation to provide feedback from the recommendations of the different board members.

The Fire Chief Will Then:

Modify the goals of each section based on the feedback, progress, and other factors and use these to guide actions during the next evaluation period.

Operational and Strategic Initiatives:

To demonstrate success in this category, the Chief shall align systems, processes, people, and technology to achieve strategic initiatives and organizational success. The Chief will consider innovative and creative ways to address challenges and opportunities. Communication and motivation of staff to achieve objectives will be critical.

| Goal | Status |
|------|--------|
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| Fire Chief comments regarding operational and strategic initiative goal success, obstacles, and resources allocated |
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Governing Board Member Comments

Rating Scale (Circle One):

Exceeds Expectations

Meets Expectations

Does Not Meet Expectations

Organizational Culture:

To demonstrate success, the Fire Chief shall develop and maintain a results-driven, accountable, and customer-focused culture. The Chief will create a culture that leverages diversity, manages conflict, develops others, and builds successful teams. The Chief will develop and execute a strategy that best uses available resources and capabilities.

| Goal | Status |
|------|--------|
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| Fire Chief comments regarding organizational culture goal successes, obstacles, and resources allocated. |
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Governing Board Member Comments

Rating Scale (Circle One):

Exceeds Expectations

Meets Expectations

Does Not Meet Expectations

Financial Accountability:

To demonstrate success, the Chief will prepare and maintain a budget to achieve organizational goals and strategic initiatives. The Chief will exercise fiscal responsibility to maximize funds and research other funding opportunities. The Chief will monitor expenditures, set financial priorities, and develop a strategy for future spending.

| Goal | Status |
|------|--------|
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| Fire Chief comments regarding financial accountability goal success, obstacles, and resources allocated. |
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Governing Board Member Comments

Rating Scale (Circle One):

Exceeds Expectations

Meets Expectations

Does Not Meet Expectations

Board, Stakeholder, and Community Relations:

The Chief will engage in effective, transparent, and clear communication with different stakeholder groups to demonstrate success. The Chief will demonstrate the ability to build coalitions with other local, state, and federal agencies to achieve common goals. The Chief will ensure that both internal and external communications foster trust and demonstrate accountability.

| Goal | Status |
|------|--------|
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| Fire Chief comments regarding Board, stakeholder, and community relations; goal successes, obstacles, and resources allocated. |
| |

Governing Board Member Comments

Rating Scale (Circle One):

Exceeds Expectations

Meets Expectations

Does Not Meet Expectations

Fire Chief Self Evaluation Competency Assessment:

These will be evaluated using a *Growth Required (GR)*, *Meets Expectations (ME)*, and *Exceeds Expectations (EE)* scale. It is expected that some competencies may require growth, so please evaluate honestly.

| Competency | Competency | Competency |
|--------------------------------------|-----------------------------|------------------------|
| Action Oriented | Effective Team Building | Organizational Agility |
| Active Listening | Ethics and Values | Organization Skills |
| Approachability | Fairness to Direct Reports | Patience |
| Business Acumen | Functional/Technical Skills | Peer Relationships |
| Caring about Direct Reports | Hiring and Staffing | Perseverance |
| Communication (Verbal) | Humor | Planning |
| Communication (Written) | Innovation | Political Savvy |
| Compassion | Integrity and Trust | Presentation Skills |
| Composure | Intellectual Capacity | Priority Setting |
| Conflict Management | Interpersonal Savvy | Problem Solving |
| Confronting Direct Reports | Learning Agility | Process Management |
| Customer Focus | Managerial Courage | Self-Development |
| Dealing with Ambiguity | Managing Diversity | Self-Knowledge |
| Dealing with High-Status Individuals | Managing Through Systems | Strategic Agility |
| Decision Quality | Managing Vision and Purpose | Time Management |
| Developing Direct Reports | Motivating Others | Timely Decision Making |
| Directing Others | Negotiation | Work/Life Balance |

Individual Development Plan:

Please prepare three developmental goals for the rating period. These can include stretch assignments, formal training, leadership positions in other agencies, and informal training. Please create at least three goals with a timetable and approach to achieve those goals.

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| Developmental Goal #1 |
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| Developmental Goal #2 |
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| Developmental Goal #3 |
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| Developmental Goal #4 |
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| Board Member Comments |
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Fire Chief Date

Board Chair Date

Appendix A:

The Board will use the information provided, observations, and feedback to provide ratings.

| | |
|----------------------|--|
| Exceeds Expectations | <p>Aligns people, process, and systems with mission activities and strategic initiatives in a creative and innovative way</p> <p>Engages staff to embrace change and achieve high standards</p> <p>Forecasts situations, develops plans to achieve them, and communicates specific strategies to staff</p> <p>Analyzes budgets and considers creative ways to gain funding or shift priorities</p> <p>Actively seeks the input of others when analyzing situations and determining the appropriate response</p> <p>Achieves majority of stated goals and objectives that are controllable</p> <p>Demonstrates long-term vision for all evaluation areas</p> <p>Creates a high performing organization and engages staff to achieve high standards of performance, customer service, and communication</p> <p>Exhibits a high degree of self-development, encourages feedback from others and demonstrates improvements</p> |
| Meets Expectations | <p>Aligns people, process, and systems with a majority of mission activities and strategic initiatives; develops plans to address areas that are not aligned</p> <p>Able to forecast situations and address them in a proactive manner</p> <p>Communicates with trust, confidence, and appropriate tone in most situations</p> <p>Reviews budgets and recommends changes</p> <p>Analyzes situation and develops creative or innovative solutions where appropriate</p> <p>Achieves stated goals and objectives</p> <p>Able to demonstrate vision for most evaluation areas</p> <p>Most staff are engaged to demonstrate high performing work behaviors for performance, customer service, and communication</p> <p>Aware of most growth areas and is able to develop strategies to address these</p> |
| Growth Opportunity | <p>Some alignment of people, process, and systems with organizational mission and strategic planning</p> <p>Demonstrates a reactive approach to some situations that could have been addressed proactively</p> <p>Engages in communication that can be perceived as vague or unclear on some occasions</p> <p>Demonstrates a methodical approach to decisions that may lack innovation or creativity</p> <p>Adheres to current budget without modification based on revised needs or changes to funding sources</p> <p>Adopts short-term approach to goals and timelines</p> <p>Achieves minimal stated goals and timelines</p> <p>Exhibits some behaviors that are consistent with a high performing work organization, but not all staff are engaged to achieve the goals</p> <p>Not able to identify growth areas and develop plans for self-development</p> |

Governing Board Meeting – October 16, 2024

Agenda Item: 7

Agenda Item Title

Discussion and possible approval of increasing the authorized headcount by adding three Full-Time Employees (FTE).

Submitted By

John Whitney, Fire Chief

Background / Discussion

As part of our ongoing effort to align SFMD with constant staffing initiatives, we are requesting three additional Full-Time- Employee (FTE) positions to be added authorized to our headcount. This will not only elevate SFMD to the appropriate constant staffing levels but also fulfill the automatic aid agreement obligations.

Recognizing the cost implications of adding more positions, we have conducted a thorough cost analysis and sustainability forecast. Fortunately, the District is financially capable of adding these positions without impacting other operational initiatives.

Financial Impact/Budget Line Item

TBD

Enclosure(s)

n/a

Recommended Motion

“Motion to approve increasing the authorized headcount from 137 to 140.”



Governing Board Meeting – October 16, 2024

Agenda Item: 8

Agenda Item Title

Reports

Background / Discussion

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

- Senior Leadership Team
- Labor

Recommended Motion:

N/A



Go to Item 9

Go to Agenda

Governing Board Meeting – October 16, 2024

Agenda Item: 9

Agenda Item Title

New Business / Future Agenda Items

Financial Impact

N/A

Enclosure(s)

N/A

Recommended Motion:

"TBD"



Go to Item 10

Go to Agenda

Governing Board Meeting – October 16, 2024

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



Go to Item 11

Go to Agenda

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



Appendix A

A. Board Meeting Minutes from September 18, 2024

Submitted By

Board Secretary Valerie Blodgett

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 18, 2024 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

SEPTEMBER 18, 2024

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 18, 2024. 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

Clerk Van Driel (acting Chairman) called the meeting to order at 5:30 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Roger Luth

C. Roll Call

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

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, Ben Archer with James Vincent Group, Chief Dave Pohlmann, Chief Daniel Elliott, Chief Jeff Cranmer and Chief Tanner Fox. Also in attendance was Sherry Mueller, Human Resources Generalist / Board Secretary and Valerie Blodgett, Administrative Specialist - HR. Attorney William Whittington attended via conference phone.

1. Review and approval of the August 2024 financial reports and bank reconciliations.

Motion by Director Jason Moeller to approve the August 2024 financial reports and bank reconciliations.

Seconded by Director Jeff Cross

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

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3700 East 16th Avenue
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Fleet Services
1455 East 18th Avenue
Apache Junction, AZ 85119

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

September Service Anniversaries

26 Years of Service:

Assistant Chief **Richard Mooney**
Engineer **Jose Sepulveda**
Firefighter / Paramedic **Nat Erickson**

24 Years of Service:

Engineer **John Taylor**

22 Years of Service:

Captain / Paramedic **Craig Halver**
Engineer / Paramedic **Jim Crowley**
Engineer **Aaron McDonald**

19 Years of Service:

Captain / Paramedic **Tanner Fox**
Engineer **Rob McMinn**

18 Years of Service:

Firefighter / Paramedic **Eric Ellsworth**
Firefighter / Paramedic **Ken Simkins**

7 Years of Service:

Captain / Paramedic **Zachary Leon**
EMT **Jack Hafer**

6 Years of Service:

Captain / Paramedic **Travis Yates**

3 Years of Service:

Firefighter **Layni Rodriguez**

2 Years of Service:

Paramedic **Isabelle Worden**

3. Call to the Public.

None

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

- A. Board Meeting Minutes from August 21, 2024
- B. Discussion and possible approval of Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2024 / 2025 from the Pinal County Treasurer’s Office, and the Amendment to Commercial Account Signature Card from Wells Fargo bank
- C. 2024 Gold Canyon Arts Festival: Medical Staffing Agreement
- D. Engine Overhaul for the 2012 Pierce International 7400 Max Force (Type 3)

Motion by Director Shawn Kurian to approve all consent agenda items for September 18, 2024.

Seconded by Director Jeff Cross

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

5. Discussion and possible approval of Policies: 1011 Overtime and 1201 Payroll

Motion by Director Jeff Cross to approve Policies 1011 Overtime and 1201 Payroll

Seconded by Director Jason Moeller

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

6. Discussion, presentation, and possible approval of the 2023/2024 Annual Report and possible adoption of Resolution #2024-09-18-03.

Response Standards:

- Incident Type Categories
- Total Incidents – 12,907
- Average Response Time Emergent Incidents – 4:33
- Annual Call Volume with 5-Year Projection
- Seasonal Index – Peak Months

Fire Suppression

- Types of Fires
- Pre-Incident Value of Property & Content - \$13,586,569
- Saved Value of Property & Content - \$11,708,369
- Percentage of Property & Content Saved – 86%
- Average Response Time for Emergency Calls

Emergency Medical Services

- Innovation in EMS – EleGuard Patient Positioning System
- EMS Call Types

Transport Services

- Transport Volume – Projected Increase
- Transport Services Requests
- Code 3 Ambulance Response Time Compliance

Training

- Training Hours by Category

Community Services

- Fire Prevention Activities
- Community Services Activities
- Demonstrations Hands-Only given to CPR 1,300 Community Members

Community Engagement

- School Visits
- Community Workshops and Seminars
- Safety Fairs and Open Houses
- Seasonal and Holiday Community Events in conjunction with the City of Apache Junction

Annual Budget

- Budget Income Summary
- Compensation for Fiscal Year 2023/2024
- Expenditures for Fiscal Year 2023/2024

Funding Insights

- Expenditure Categories
- Budget Planning and Approval Process
- Budget Management and Monitoring

Employee Recognition

- Officers of the Year
- Firefighter of the Year
- Transportation Employee of the Year
- Civilian Employee of the Year
- Meritorious Service Award
- Promotions
- Firefighter Recruit Academy Graduates
- 8 New Employees
- 6 Retirements

The annual report provides an overview of SFMD's performance over the last fiscal year. The report provides insight across all departments of the SFMD and its impacts on our community.

Motion by Director Jason Moeller to approve the 2023/2024 Annual Report and adoption of Resolution 2024-09-18-03: Formally Adopting the 2023/2024 Annual Report

Seconded by Director Shawn Kurian

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

7. Senior Leadership Team Reports

Fire Chief Report

- Siphon Fire
 - 15,527 acres
 - 58% containment
- Great collaboration between numerous agencies
 - TNF
 - DFFM
 - City of AJ
 - Maricopa & Pinal County
- AZ DHS
- New Chiefs Seminar Presentation
 - AZ Fire Chiefs Intro
 - Regulatory Responsibilities of Fire Chiefs
 - Labor/Management Relations in the Arizona Fire Service
- Fire Chief Forum
- Recharge Room tour
- Avalon Elementary
- SR-88 First Responder Site Visit

Kudos:

- Firefighter Brad Steinpreis
- Paramedic Amanda Valles
- Firefighter Sedona Brugman
- Firefighter Hayden Langenhorst
- Paramedic Brad Powers
- Firefighter Alex Avakian
- Firefighter Zach Rodenburg
- Firefighter Nolan Willoughby

Emergency Services

Operations

- Labor/Management Meeting
- LifeScan meeting – finalize process
- Pre-Emergency Plan meeting
- Staffing calculator meeting
- 2025 Promotional Processes discussion
- Workflow meeting for TSP personnel onboarding
- Patriots Day Ceremony at Avalon Elementary
- Idaho deployment team
- Dedicated standby team for AJHS Varsity Football

Significant Incidents

- 08/31/2024 – Urban Interface Assignment - N. Cortez & E. McKellips. Contained to 4-6 acres, no structures lost. Two abandoned vehicles lost to fire. No reported FF or civilian injuries. Firewatch established until 2:00 a.m.
- 08/31/2024 – Mobile Home Fire. - S. Cornwall Dr. E261 on the scene of a fully involved camper located on the property. Crews performed a quick-fire attack and quickly gained control of the fire. No extensions to surrounding structures. No FF or civilian injuries.
- 09/01/2024 – 2 and 1 Medical Meridian and University. 3 patients in total. One immediate, requiring mechanical extrication. 3 patients transported to Desert, 1 immediate and 2 delayed.
- 09/07/2024 – First Alarm Medical N. Apache Trail. Vehicle into a structure. 15 patients - 2 immediate, 8 delayed, 5 refusals. No reported FF injuries
- 09/10/2024 - Working Residential Fire W. 15th Ln. Working garage fire, single-family residence. Fire isolated to the garage and vehicle within. No extension to attic or interior. No FF or civilian injuries

Training

- Arizona Fire School
- 7 members attended
- Ryan Ledbetter, Zach Leon, and Daniel Elliott attended 1403 Live Fire Fixed Facility Instructor
- Jaren Johnson attended Fire Pumps: Theory, Operations, and Maintenance
- Matt Hansen attended Vehicle Stabilization & Patient Extrication
- Nolan Willoughby and Erik Arbit attended Fire Hydraulics
- John Christensen and Monte Fuller taught EVOC New Instructor class
- Recruit Class 24-1 completed their first rotation
- TRT Training
 - MCSO-Hoisting Operations
 - Block 5 Regional TRT Training
 - Tower Resue, Confined Space, and Light Rail Vehicles

EMS

- Arizona Ambulance Conference
- Station Visit with Banner Goldfield ED Director
- Meetings with Banner Goldfield and Mt Vista for patient continuity
- Cardiac Arrest Review and hands-on skills
- New paramedic Onboarding
- Airway training with hands-on skills review

Transportation Services

- AEMS Board of Governors/AEMS Education Committee Meetings
- East Valley Agency Committee Meeting
- Assisted Scottsdale Fire Department with interviews for Transportation Manager and Billing Specialist
- New-hire training with Shannon Pando
- AZDHS Ambulance Inspection of unit C-86
- SFMD/Digitech Annual Review
- CON Compliance through March 2024

Support Services

Fire Prevention

- Plan Reviews – 18
- Inspections – 33
- Citizen Requests or Assistance – 2
- Environmental Requests, Permits, Concerns, Knox Box Assistance - 41

Community Risk Reduction

- Community Events – 6
- Fire Safety Presentations - 0
- Car Seat Replacements – 1
- School Pub Ed Presentations – 0
- AED/CCR Presentations – 0
- Water Donation to SFMD for Palmas Del Sol Residents
- Patriot Day at Avalon Elementary School
- Hands-Only CPR Demo & Discussion with Seniors at MGC
- Boys & Girls Club Open House
- Community Helpers Day at AJUSD the Learning Center Preschool
- Arson/Fatality Fire Investigations Training
- Potential New Business to Community Meeting
- Special Events Meeting
- Labor Management
- AJ Sewer District Meeting with Contractors to Discuss Details & Changes of the Expansion
- Local Emergency Planning Committee Meeting (LEPC)

Administrative Services

- Life Scan Meeting
- Blood Draws and Physicals
- Gila River Indian Community (GRIC)
- Received \$201,986.00 for a total of \$403,972
- Admin Stand-up
- TSP Personnel Workflow Meeting
- Labor Management
- SHRM Conference (HR Manager)
- 2024 Anti-Harassment and Discrimination Training Complete
- Shannon Pando, Transportation Paramedic / New Hire
- Valerie Blodgett, Admin. Specialist – HR / New Hire

Financial Services

November 2023 Financial Highlights by James Vincent Group – Ben Archer

- YTD Property Tax Revenue under budget
- YTD Expenses – continue to be under budget across all categories

8. New Business / Future Agenda Items

None

9. Announcements / Document Signing

10. Adjourn

Motion by Director Jeff Cross to adjourn the board meeting at 6:38 p.m.

Seconded by Director Shawn Kurian

Vote 5 ayes, 0 nays, MOTION PASSED

Governing Board Approval:

Board Clerk Connie Van Driel

Appendix B

B. 2025 Lost Dutchman Marathon; Medical Staffing Agreement with the City of Apache Junction

Submitted By

Assistant Chief Richard Mooney

Background/Discussion

The Lost Dutchman Marathon Medical Staffing Agreement is an annual contract between the Superstition Fire & Medical District and the City of Apache Junction. The Lost Dutchman Marathon is scheduled for February 16, 2025. The Superstition Fire & Medical District will provide medical services on the racecourse and an ambulance at Prospector Park for the duration of the marathon.

Financial Impact(s)/Budget Line Item

The Lost Dutchman Marathon is a city-sponsored event and is part of the SFMD's IGA with the city. The SFMD will cover all costs associated with the medical agreement. SFMD budgets for city-sponsored events as stated in the IGA.

Enclosure(s)

2025 Lost Dutchman Marathon Medical Staffing Agreement

Recommended Motion

NA





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

October 16, 2024

Liz Langenbach
City of Apache Junction
Lost Dutchman Marathon
llangenbach@apachejunctionaz.gov

2025 Lost Dutchman Marathon; Medical Staffing Agreement

Liz Langenbach,

This Medical Staffing Agreement represents Emergency Medical Services (EMS) to be provided for The Lost Dutchman Marathon special event on Sunday, February 16, 2025. This joint agreement is between The Lost Dutchman Marathon/ City of Apache Junction and the Superstition Fire & Medical District. The District agrees to provide EMS services for the Marathon at no cost, valid only for the February 16, 2025 event. This agreement provides for Emergency Medical Technicians/Paramedics to staff medical aid posts and or to serve as roving medical aid services per the direction of the Marathon and as required by the Pinal County Special Event Application.

The District agrees to provide the following in the execution of this agreement:

- Provide one (1) District apparatus (Adaptive Response Vehicle) staffed with two personnel certified as paramedic or EMT providers, a complement of basic life support equipment, and an automated external defibrillator (AED). This crew/apparatus will have the ability to be mobile or to stage at a location(s) to be determined by the Marathon Staff.
- Provide one (1) District Transport Capable Rescue Unit / Ambulance with two personnel, one (1) paramedic (advanced) provider and one (1) EMT (basic) provider, and a full complement of advanced life support equipment as required by the State of Arizona for the provision of advanced life support EMS. This unit will be staged at and dedicated to the designated finish line area for the duration of the event.
 - Additional medical providers and equipment can be summoned from the closest fire station as necessary throughout the event.
- Provide disposable medical supplies necessary to manage medical aid needs.
- Provide for the disposal of any/all medical waste or other biohazard materials generated by treating patients during the event.
- Provide communications equipment to facilitate contact with the Regional Dispatch Center for the purpose of requesting additional resources or for the treatment or transport of persons during the event.

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

If all conditions and obligations are agreed upon by parties, the Fire District and The Lost Dutchman Marathon/ City of Apache Junction, this document and representative(s) signature(s) shall be considered and accepted as a binding agreement.

Pursuant to A.R.S. Section 38-511, either party may cancel this Agreement for conflict of interest.

Superstition Fire and Medical District

**The Lost Dutchman Marathon/
City of Apache Junction**

Board Chair: _____

Agent: _____

Printed: _____

Printed: _____

Board Clerk: _____

Co-Agent: _____

Printed: _____

Printed: _____

Appendix C

C. FY2023 / 2024 Baker Tilley Audit Engagement Letter

Submitted By

Fire Chief John Whitney

Background / Discussion

Baker Tilly US, LLP (formerly known as Henry & Horne) is the District's external audit firm. To facilitate the audit of the District's Fiscal Year 2023 / 2024 financial statements, Baker Tilly and SFMD need to enter into an Engagement Letter, which outlines the roles and responsibilities of both parties. The Engagement Letter also defines the estimated cost of the audit, barring any unexpected efforts that would require additional audit testing by Baker Tilly staff.

The cost of the Fiscal Year 2023 / 2024 audit is budgeted for in the Fiscal Year 2024 / 2025 budget.

Staff recommends that the Board approve the Engagement Letter with Baker Tilly for the audit of the District's Fiscal Year 2023 / 2024 financial statements.

Financial Impact/Budget Line Item

\$23,000 in total

Enclosure(s)

Baker Tilly US, LLP Engagement Letter for Audit of Financial Statements Ending June 30, 2024 (FY 2023 / 2024)





Baker Tilly US, LLP
2055 E Warner Road
Suite 101
Tempe, AZ 85284
United States of America

T: +1 (480) 839 4900
F: +1 (480) 820 8726

bakertilly.com

June 12, 2024

Board of Directors and
Fire Chief, John Whitney
Superstition Fire & Medical District
John.Whitney@sfmd.az.gov

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of Superstition Fire & Medical District (the Organization, Client, you, your).

Services and Related Report

We will audit the financial statements of the Organization as of and for the year ended June 30, 2024, and the related notes to the financial statements. Upon completion of our audit, we will provide the Organization with our audit report on the financial statements referred to below. If, for any reasons caused by or relating to the affairs or management of the Organization, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Combining and Individual Fund Financial Statements
- > Budgetary schedules relate to the Capital Projects Fund and Non-Major Funds

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the Organization's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the Organization's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- > Budgetary schedules related to the General Fund
- > Schedules related to the District's pension and/or OPEB reporting requirements

We will read the following other information accompanying the financial statements to identify any material inconsistencies with the audited financial statements; however, the other information will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information:

- > Statistical Section of the Financial Report

The (list supplementary information) accompanying the financial statements will also be subject to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements.

We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the Organization and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and the audit committee or equivalent group charged with governance internal control matters that are required to be communicated under professional standards.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the Organization complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charge with governance written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we will be providing are as follows:

- > Preparing financial statements and related notes
- > Proposal entries affecting the financial statements

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

GAAS requires that we read any annual report that contains our audit report. The purpose of this procedure is to consider whether other information in the annual report, including the manner of its presentation, is materially inconsistent with information appearing in the financial statements. We assume no obligation to perform procedures to corroborate such other information as part of our audit.

If you intend to reproduce or publish the financial statements, and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the Organization's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the Organization hereby authorizes us to do so.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, the Organization personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the Organization's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the Organization is unable to provide such schedules, information and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Certain changes in the Organization's business or within its accounting department may result in additional fees not contemplated as part of the original engagement quote provided below. Examples of such changes include but are not limited to: implementation of new general ledger software or a new chart of accounts; the creation of new entities, divisions or subsidiaries; other significant changes in business operations; new financing arrangements or modifications to existing financing arrangements; significant federal or state funding programs or changes that affect the amount of audit effort from external sources, new accounting and auditing standards that become effective that increase the scope of our audit procedures; business combinations; significant new employment or equity agreements; consultations with our National Office; and significant subsequent events. Any additional fees associated with these business or accounting changes would not be expected to be recurring in nature.

For new business transactions or changes in business operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists.

This includes matters such as business combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided below.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

We estimate that our fees will be \$23,000 for the audit and \$5,000 for each major program of a single audit (if applicable). In addition to professional fees, our invoices will include our standard administrative charge, plus travel and subsistence, and other out-of-pocket expenses related to the engagement. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the Organization agrees to be responsible for all expenses of collection including related attorneys' fees.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information.

Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the Services require Baker Tilly to receive personal data or personal information from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Client's engagement and not for Baker Tilly's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Baker Tilly is responsible for notifying Client if Baker Tilly becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

Any additional services that may be requested and we agree to provide will be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the Organization, unless otherwise prohibited. In the event we are requested by the Organization or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the Organization, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the Organization if disclosure of confidential information is necessary for peer review purposes.

No significant SAS's are outstanding.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course be happy to provide the Organization with any other services you may find necessary or desirable.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the Organization will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the Organization violates this nonsolicitation clause, the Organization agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to Organization by Baker Tilly ("Online Offering") constitute the entire agreement between the Organization and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern Organization's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the Organization's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding the Engagement Letter, please contact Brian Hemmerle, the Professional on this engagement who is responsible for the overall supervision and review of the engagement and for determining that the engagement has been completed in accordance with professional standards. Brian Hemmerle is available at +1 (480) 839-4900, or at Brian.Hemmerle@bakertilly.com.

Sincerely,



BAKER TILLY US, LLP

The services and terms as set forth in this Engagement Letter are agreed to by:

Signature

Title

Date



Report on the Firm's System of Quality Control

October 28, 2021

To the Partners of Baker Tilly US, LLP and the
National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; audits of broker-dealers; and examinations of service organizations [SOC 1® and SOC 2® engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Baker Tilly US, LLP has received a peer review rating of *pass*.

Moss Adams LLP

Appendix D

D. Contract for medical services for the Festival of the Superstitions Country Bash

Submitted By

Assistant Chief Richard Mooney

Background/Discussion

This is a change from the previous FOTS event held each November. The projected attendance shows a need for a medical team on-site during the event. This contract would provide two personnel for medical services. The Superstition Fire & Medical District will provide a first aid station and emergency services during the November 16, 2024, event.

Financial Impact(s)/Budget Line Item

The Festival of the Superstitions Country Bash contract is a paid-for-service contract that allows SFMD to recoup all costs for apparatus, fire, and medical services used during the event's duration.

Enclosure(s)

Contract
COI

Recommended Motion

NA





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

October 16, 2024

John Chavez
Asking Mara LLC
Festival of the Superstitions Country Bash
Phone number: 602-705-5446
Email: jc@askingmaraevents.com

Re: **2024 Festival of the Superstitions Country Bash; Medical Staffing Agreement**

John Chavez,

This Medical Staffing Agreement represents the cost associated with providing Emergency Medical Services (E.M.S.) to staff a Medical Aid Station for the Festival of the Superstitions on November 16, 2024. This joint agreement between Asking Mara LLC and the Superstition Fire & Medical District is only valid for the scheduled event scheduled for November 16, 2024. This Agreement provides for one E.M.T. Basic provider and one Paramedic Advanced provider to serve as medical aid services.

Both parties agree upon the following obligations as per the execution of this Agreement for services:

Fire District's Obligations:

1. Provide one (1) State Certified Paramedic, advanced level provider, and one (1) State Certified E.M.T., basic level provider, to staff a medical aid station at the special event located at Flat Iron Park 100 N. Apache Trail, Apache Junction, AZ 85120, on Saturday, November 16, 2024, from the hours of 11:00 a.m. until 5:00 p.m.
2. Provide all necessary advanced life support equipment required for Paramedic level care.
3. Provide all necessary disposable medical supplies.
4. Provide communications equipment for contacting the Mesa Regional Dispatch Center to request additional resources for treating or transporting patients at the event.

5. Provide for the disposal of medical waste or other biohazard materials generated by treating patients at the event.

Asking Mara LLC Obligations:

1. Agree to payment for services of one (1) State Certified Paramedic provider and one (1) State Certified E.M.T. provider to staff a medical aid station at the special event located at (Flat Iron Park) 100 N. Apache Junction, AZ 85120, on Saturday, November 16, 2024, from the hours of 10:00 a.m. until 5:30 p.m. (7.5 hours total per provider) per Schedule 'A' (attached). The hours include travel, setup & preparation time, festival hours, and returning equipment & personnel.
2. Provide a secure and centralized location for staging an Emergency Vehicle. This location shall have direct access in and out of the festival grounds to avoid any delays in the transportation of patients or response of additional emergency vehicles.
3. Signage to identify the medical aid service's location.
4. Provide radio equipment to facilitate communications between the medical aid station staff, the event security staff, and the event coordinators throughout the duration of the event.
5. Always provide unobstructed access for emergency vehicle traffic into the event.

Miscellaneous Provisions:

1. Indemnification: To the fullest extent permitted by law, Asking Mara LLC shall defend, indemnify, and hold harmless the Fire District, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Agreement by Asking Mara LLC, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Asking Mara LLC may be legally liable. Nothing herein shall be construed to modify the gross negligence standard in A.R.S. § 48-818.
2. Non-appropriation: This Agreement shall be subject to available funding for the Fire District, and nothing in this Agreement shall bind the Fire District to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

If parties agree upon all conditions and obligations, the Fire District and Apache Junction Area Chamber of Commerce, this document, and representative(s) signature(s) shall be considered and accepted as a binding agreement. Affixed signatures and payment receipts 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.

Pursuant to A.R.S. Section 38-511, the Fire District may terminate this Agreement.

Superstition Fire and Medical District

Asking Mara LLC

Board Chair: _____

Agent: _____

Printed: _____

Printed: _____

Board Clerk: _____

Co-Agent: _____

Printed: _____

Printed: _____



Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

SCHEDULE 'A'

Cost based on two personnel for a total of 7.5 hours each (10:00 am through 5:30 pm)

| <u>Personnel costs for each position who may work the event:</u> | <u>Cost for 7.5 hours.</u> |
|---|----------------------------|
| • Certified Paramedic \$85/hour | \$637.50 |
| • Certified EMT \$75/hour | \$562.50 |
| Apparatus Cost (1000-1500) | <u>Cost for 6 hours</u> |
| • UTV Cost per Hour \$50.00/hour | \$300 |
| Total cost: (Personnel cost/hour plus apparatus cost/hour) | \$1500 |

Upon provision of services, the Superstition Fire & Medical District will invoice the total cost based on the personnel who work at the event, as displayed above. The Invoice is payable within 30 days of receipt.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945 | | CONTACT NAME: Will Maddux PHONE (A/C. No. Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C. No): | | | | | | | | | | | | | | | |
|---|------------|--|--|-------------------------------|--------|-----------------------------------|------------|----------------------------------|------------|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURED Asking Mara LLC c/o John J Chavez 7830 N 21st Ln Phoenix AZ 85021 | | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Lloyds Syndicate 2623</td> <td>AA-1128623</td> </tr> <tr> <td>INSURER B : Lloyds Syndicate 623</td> <td>AA-1126623</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Lloyds Syndicate 2623 | AA-1128623 | INSURER B : Lloyds Syndicate 623 | AA-1126623 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | | | |
| INSURER A : Lloyds Syndicate 2623 | AA-1128623 | | | | | | | | | | | | | | | | |
| INSURER B : Lloyds Syndicate 623 | AA-1126623 | | | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

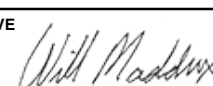
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|------------------------------------|---|---|----------|--------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | EH-771324-L3799388 | 11/15/2024 12:01 AM | 11/18/2024 12:01 AM | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES \$ 100,000 |
| | <input checked="" type="checkbox"/> Host Liquor Liability | Y | N | | | | MED EXP (Any one person) \$ 5,000 |
| | <input type="checkbox"/> Retail Liquor Liability | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | OTHER: | | | | | | Deductible \$ 1,000 |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY | <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> OCCUR | | | | | | AGGREGATE \$ |
| | EXCESS LIAB | | | | | | \$ |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | \$ |
| | DED | | | | | | RETENTION \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y / <input type="checkbox"/> N | | | | | OTHER |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached CG 20 26 04 13. Attendance: 1500, Event Type: Concerts - Country Music. Policy includes a 36 month Extended Reporting Period. Damage to Premises Rented (Other than Fire) included in the Each Occurrence Limit shown above.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| Superstition Fire & Medica District 565 N Idaho Rd Apache Junction AZ 85119 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

Superstition Fire & Medica District
 565 N Idaho Rd
 Apache Junction, AZ 85119

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.