

VERSION 1.0
November 20, 2024



BOARD OF DIRECTORS MEETING

November 20, 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 November 20, 2024

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

Phone Conference ID: 575 587 553#

The Board will convene on Wednesday, November 20, 2024, at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting room will open to the public at 5:00 p.m., with the meeting commencing 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 October 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 October 16, 2024
- B. Post Employment Health Plan (PEHP) enablement for implementation in January 2025
- C. 2025 Native American Arts Festival Medical Staffing Agreement
- D. Disposition of Surplus Property Salvaged Title UTV
- E. UKG TeleStaff Cloud Migration 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 partnering with Stifel Public Finance to develop a strategy for securing bond capital to construct Fire Station 266 and enhance other vital infrastructure.

6. Discussion and possible approval of changing the January Board Meeting date to Tuesday, January 14th, 2025.

7. Discussion and possible approval regarding an appointment to a vacant PSPRS Pension Board seat.

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: November 14, 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.

Governing Board Meeting – November 20, 2024

Agenda Item: 1

Agenda Item Title

Review and approval of the October 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 October 2024 financial reports and bank reconciliations."



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

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



November 2024

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.

November Service Anniversaries

24 Years of Service

Engineer / Paramedic **July Ritschel**

18 Years of Service

Information Systems Manager **Lauren Daniel**

11 Years of Service

Fleet and Facilities Support Specialist **Jennifer Burke**

9 Years of Service

EMT **Ron Demarzo**

Paramedic **Jim Tucci**

7 Years of Service

Paramedic **Jake Millan**

Firefighter **Lucas Martinez**

Engineer **Mark Nelson**

4 Years of Service

Firefighter **Benjamin Young**

3 Years of Service

Human Resources Manager **Alena Sampson**



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Governing Board Meeting – November 20, 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



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Governing Board Meeting – November 20, 2024

Agenda Item: 4

Agenda Item Title

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

- A. Board Meeting Minutes from October 16, 2024 – **Appendix A**
- B. Post Employment Health Plan (PEHP) enablement for implementation in January 2025- **Appendix B**
- C. 2025 Native American Arts Festival Medical Staffing Agreement - **Appendix C**
- D. Disposition of Surplus Property Salvaged Titled UTV - **Appendix D**
- E. UKG TeleStaff Cloud Migration Agreement - **Appendix E**

Background/Discussion

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

Recommended Motion

“Motion to approve the consent agenda items for November 20, 2024.”



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Agenda Item Title

Consideration for approval to partner with Stifel Public Finance to develop a strategy for securing bond capital to construct Fire Station 266 and enhance other vital infrastructure.

Submitted By

John Whitney, Fire Chief

Background/Discussion

SFMD is initiating the planning phase for the next bond election to address critical infrastructure needs and improve community services. The funds raised from this bond will be allocated for the following purposes:

1. **Infrastructure Improvements:** Upgrading outdated infrastructure to ensure safety and efficiency.
2. **New Facilities:** Constructing new facilities to accommodate growing needs.
3. **Equipment Upgrades:** Purchasing equipment to improve service delivery.

Specific Projects

The bond will fund the following specific projects:

- Construction of Fire Station 266
- Purchase of new firefighting and emergency medical equipment to address capital replacement deficiencies

Financial Details

Through our collaboration with Stifel, SFMD will determine the total bond amount, allocate funds, and assess the impact on taxpayers. Additionally, Stifel will offer a comprehensive roadmap for the entire project, from planning to completion.

Benefits

This bond will bring numerous benefits to our community, including enhanced public safety through improved facilities and equipment for emergency services.

Financial Impact(s)/Budget Line Item

None

Enclosure(s)

n/a

Recommended Motion

“Motion to approve engagement with Stifel Public Finance to develop a strategy for securing bond capital for the construction of Fire Station 266 and enhancing other vital infrastructure needs”



Governing Board Meeting – November 20, 2024

Agenda Item: 6

Agenda Item Title

Consideration and possible approval of changing the January Board Meeting date to Tuesday, January 14th, 2025.

Submitted By

John Whitney, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

The AFDA Winter Conference is set for January 15-17, 2025, in Laughlin, NV. To avoid a conflict with the SFMD board meeting on January 15, 2025, we recommend rescheduling the board meeting to January 14, 2025, to accommodate attendance at the conference.

Financial Impact(s)/Budget Line Item

n/a

Enclosure(s)

n/a

Recommended Motion

“Motion to change the January board meeting date to January 14, 2025, at 5:30 pm.”



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Governing Board Meeting – November 20, 2024

Agenda Item: 7

Agenda Item Title

Discussion and possible approval of an appointment to a vacant PSPRS Pension Board seat.

Submitted By

John Whitney, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

A member has decided to step down from his position on PSPRS Pension Board. According the SFMD Fire Board bylaws the chairperson is responsible for appointing new members.

Financial Impact(s)/Budget Line Item

None

Enclosure(s)

n/a

Recommended Motion

“Motion to appoint (insert name) to the PSPRS pension board.”



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Governing Board Meeting – November 20, 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



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Governing Board Meeting – November 20, 2024

Agenda Item: 9

Agenda Item Title

New Business / Future Agenda Items

Financial Impact

N/A

Enclosure(s)

N/A

Recommended Motion:

"TBD"



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Governing Board Meeting – November 20, 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



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Governing Board Meeting – November 20, 2024

Agenda Item: 11

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



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Appendix A

A. Board Meeting Minutes from October 16, 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)

October 16, 2024 Board Meeting Minutes



Appendix B

B. Post Employment Health Plan (PEHP) to be implemented in January 2025

Submitted By

Anna Butel, Administrative Services Director

Background / Discussion

The PEHP Project Committee was established to identify and design the implementation of the Post-Employment Health Plan for our employees. The committee's primary goal is to ensure the successful design and rollout of the health benefits plan to support employees post-retirement.

This plan will be implemented at the minimum requirement for the initial year. The employer will contribute \$5.00 per employee for 24 pay periods to meet the contribution threshold of \$120.00 per year per employee. Additionally, unused sick time will be swept into the PEHP account upon retirement. The sick time hours and rate will be calculated under policy 1053 Earned Leave.

Financial Impact/Budget Line Item

This was budgeted in the 2024/25 budget and is included as part of the wage calculation.

Enclosure(s)

Nationwide Enablement Documents





Employer Data Sheet

Post Employment Health Plan (PEHP®)

PO Box 182797, Columbus, OH 43218-2797
 Phone: 1-877-677-3678 • Fax: 1-877-677-4329 • nrsforu.com

1. Plan Type

Select one: NACo USCM IAFF-FC Other: IAFF-FC Secondary

Select one: Collectively Bargained* Non-Collectively Bargained

***By selecting Collectively Bargained, I certify, represent and warrant that the PEHP benefits were subject to good faith collective bargaining between Eligible Employees or their representatives and the Employer.**

2. Employer Information

Employer Name: Superstition Fire & Medical District Plan Number: _____

Physical Address:

Street: 565 N. Idaho Road

City: Apache Junction State: AZ ZIP: 85119

Mailing Address (for priority/overnight): same as physical address

Street: _____

City: _____ State: _____ ZIP: _____

Number of Eligible Employees: 130 Employer Tax ID Number (from W2): 08-0311208

Employer Contact:

Name: Superstition Fire & Medical District Title: Administrative Services Director

Phone: 480-982-4440 x 140 Email: anna.butel@sfmd.az.gov

3. Advisory Committee Information

Employer/Management Representative:

Name: Anna Butel Title: Admin Services Director

Mailing Address: 565 North Idaho Road

City: Apache Junction State: AZ ZIP: 85119

Phone: 480 Email: _____

Employee/Union Representative:

Name: Colt weddell Title: Labor President

Mailing Address: 565 North Idaho Road

City: Apache Junction State: AZ ZIP: 85119

Phone: 480-982-4440 Email: colt.weddell@sfmd.az.gov

4. Funding Options

Equal Dollar Contributions: \$ 5000 per Eligible Employee
 Weekly Bi-Weekly Monthly Semi-Monthly Other: for 24 pay periods not 26

Equal Percentage of Salary Contributions: _____% per Eligible Employee
 Weekly Bi-Weekly Monthly Semi-Monthly Other: _____

Unused Sick Leave/Vacation Contributions: 50 or 60% per Eligible Employee
 Annually At Retirement

Eligible Employees are defined as Full-time 56 40 hr 56 hrs personnel.

5. Payroll/Benefits Center Information

Center Name: SFMD (UKG Ready Payroll Software)

Mailing Address: 565 North Idaho Road

City: Apache Junction State: AZ ZIP: 85119

Benefits Center Contact:

Name: Alena Sampson Phone: 480-982-4440 x 132

Fax: 480-982-0183 Email: alena.sampson@sfmd.az.gov

6. Employer Authorization

I certify that the information listed on this form is true and accurate. I understand I am responsible for updating this information should it change. I also certify that I have the authority to make the designations I have provided on this form.

Signature: _____ Date: _____

Name (please print): Anna Butel Title: Administrative Services Director

7. Form Return

By mail: Nationwide Retirement Solutions
PO Box 182797
Columbus, OH 43218-2797

By fax: 1-877-677-4329

By email: welcome@nationwide.com

In Process



Specimen Copy of Resolution
Post Employment Health Plan (PEHP®)

PO Box 182797, Columbus, OH 43218-2797
Phone: 877-677-3678 • Fax: 877-677-4329 • nrsforu.com

POST EMPLOYMENT HEALTH PLAN (PEHP) FOR PUBLIC EMPLOYEES PROGRAM

SPECIMEN COPY OF RESOLUTION

On the ____ day of _____, the following resolution was adopted by
Superstition Fire & Medical District (the Employer):

IN THE MATTER OF ADOPTING THE POST EMPLOYMENT HEALTH PLAN FOR PUBLIC EMPLOYEES (PEHP)
FOR THE EMPLOYEES OF Superstition Fire & Medical District (the Employer).

WHEREAS, a Post Employment Health Plan for Public Employees has been established for eligible public employees, pursuant to section 501(c)(9) of the Internal Revenue Code permitting such plans; and

WHEREAS, the Plan may be funded with Employer contributions, mandatory Eligible Employee contributions or combination of both on behalf of the eligible employees in a manner permitted under the Plan; and

WHEREAS, under the PEHP program, Nationwide Retirement Solutions (NRS), Inc. will provide administrative services in exchange for a fee as agreed upon by the Employer and NRS;

NOW THEREFORE THE EMPLOYER DOES HEREBY RESOLVE AS FOLLOWS:

The (City Council, Board of Commissioners, Governing Body etc.) of the Employer, meeting in regularly scheduled session, this ____ day of _____, hereby adopts this PEHP program on behalf of the eligible employees of the Employer.

The officers and employers of the Employer are hereby authorized to execute, on behalf of the eligible employees of the Employer, a participation agreement with NRS, authorizing NRS to act as the Administrator of the Plan and the agent of the Employer, and other such agreements and contracts as are necessary to implement the program.

This Resolution is intended to include the necessary language for adoption of the PEHP program, but is intended only as example. It is not intended as legal advice and any reliance as such is strictly prohibited. The Employer should consult with legal counsel regarding this language before using it.

Plan Sponsor Representative:

Name (please print): Anna Butel

Signature: _____ Title: Admin Services Director

**Employer Participation Agreement
for the Post Employment Health Plan
for Non-Collectively Bargained Public Employees**

In Process

Copyright 2017, 2015, 2014
Nationwide Retirement Solutions, Inc.
All Rights Reserved

This Participation Agreement (“Agreement”), effective as of the _____ day of _____, 20_____, (the “Effective Date”), by and between the undersigned employer (the “Employer”), and Nationwide Retirement Solutions (“NRS”), as the administrator (the “Administrator”) of the Post Employment Health Plan for Non-Collectively Bargained Public Employees (the “Plan”).

WITNESSETH:

WHEREAS, the Employer is a State or a political subdivision thereof, or an agency or instrumentality of any of the foregoing; and

WHEREAS, the Plan provides post-retirement reimbursement of Qualifying Medical Care Expenses and Health Care Insurance Premiums (as defined in the Plan) for the benefit of eligible government employees who become participants in the Plan, and their dependents; and

WHEREAS, pursuant to this Agreement, the Employer agrees to make contributions pursuant to and in compliance with the Plan and this Agreement and subject to the Internal Revenue Code of 1986, as amended (“Code”), and its accompanying regulations for work performed by its eligible employees (“Contributions”); and

WHEREAS, the Contributions will be held in trust by the Trustee, or its successor, designated under the Trust for the Post Employment Health Plan for Public Employees (the “Trust”) for the exclusive benefit of eligible employees, Plan participants, and their dependents; and

WHEREAS, the Employer adopts the Plan by entering into this Participation Agreement with the Administrator; and

WHEREAS, the Administrator accepts the Employer as an Employer under the Plan upon the terms and conditions set forth in the Plan, the Trust and this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants in this Agreement, the Employer and the Administrator hereby agree as follows:

1. By execution of this Agreement, the Employer adopts and agrees to be bound by all of the terms and provisions of the Plan, this Agreement and the Declaration of Trust governing the Trust (the “Trust Agreement” a copy of which the Employer acknowledges receipt thereof) and such subsequent amendments which are adopted as provided in the Trust Agreement. The Employer agrees to be bound by all actions taken by the Administrator and the Trustee pursuant to the powers granted them by the Plan and Trust Agreement. The Employer further acknowledges that under the terms of the Plan, the Administrator’s resolution regarding questions relating to administration of the Plan is final and binding upon the Employer, eligible employees and participants.
2. By execution of this Agreement with the Employer, the Administrator agrees to carry out the responsibilities of the Administrator as set forth in the Plan, this Agreement and the Trust Agreement.
3. This Agreement authorizes the Administrator or Trustee to enforce any rights which are provided as a matter of law in favor of the Plan, its eligible employees and participants and their dependents or the Trustee. This provision notwithstanding, if, in the opinion of the Administrator, the terms of the Employer’s participation in the Plan conflict or come to conflict with the Code and accompanying regulations, the Administrator may refuse Contributions until such time as the conflict is cured. If an Employer desires to change the terms of its participation in the Plan, such change must be submitted to the Administrator for acceptance prior to its becoming effective and binding on the Administrator. Such acceptance shall not be unreasonably withheld.
4. This Agreement shall apply to only those employees and participants that the Employer has determined are eligible and for whom the Employer agrees to make Contributions to the Plan. The Employer agrees that in determining who is eligible to receive Contributions under the Plan, the Employer will comply with Code section 105(h) and will not discriminate in favor of highly compensated individuals. The

Employer acknowledges that the Administrator has no responsibility to determine which employees or participants of the Employer are eligible to receive contributions under the Plan or to enforce the Employer's compliance with Code section 105(h).

5. Subject to Section 8 of this Agreement, this Agreement shall remain in effect until such time as the Employer withdraws from the Plan pursuant to the withdrawal provision of the Plan document (see Section 9.2). The Employer acknowledges that withdrawal from the Plan, and exhaustion of the assets associated with that Plan will no longer entitle the Employer's representative or its employees' representative to participate in the Advisory Committee created under the terms of the Trust. The Administrator, however, reserves the right to terminate the Employer's participation in the Plan for any of the following reasons:
 - a. should the Employer fail to make Contributions to the Plan;
 - b. if at any time the Employer's terms of participation in the Plan are modified in a manner which affects the operation or administration of the Plan in a manner which is unacceptable to the Administrator or Trustee;
 - c. if at any time the Employer's terms of participation in the Plan are modified in a manner which, in the opinion of the Administrator, jeopardizes the tax qualification of the Trust or the regulatory approval of the Plan or would conflict with applicable law; or
 - d. as otherwise provided in the Plan or Trust Agreement.
6. The commencement and continuation of the Employer's participation in the Plan is contingent upon such commencement or continuation of participation not impairing the attainment, or retention, of the tax exempt status of the Trust under Code section 501(c)(9) .
7. The commencement and continuation of the Employer's participation in the Plan is further contingent upon such commencement or continuation of participation not violating any provisions of the Internal Revenue Code and its regulations or any ruling or guidance published by the Internal Revenue Service ("IRS") applicable to the Plan, including the terms of any IRS ruling issued to the Plan or other applicable law. The Employer acknowledges that failure to comply with the terms of the Plan and Trust may subject it and its employees to adverse tax consequences.
8. In order to provide for the payment of benefits under the Plan, the Employer hereby agrees to make Contributions to the Trust, as it specifies in the attached Employer Data Sheet. The Employer may change its Contributions from time to time, consistent with the objectives of the Plan and applicable law by a mutually agreeable method between the Employer and the Administrator (which method could include updating the PEHP Employer Data Sheet).

With each Contribution to the Plan, the Employer will provide the Administrator with a Contribution Summary Sheet (or similar report) which lists the full name of each employee or participant for whom contributions are made, his or her Social Security number, the amounts to be allocated on behalf of each such employee or participant and whether the contributions should be credited to the 05 or 06 sub-accounts as defined in the Plan document. The Administrator or its designee shall record the Contribution and reconcile the Employer's Contribution Summary Sheet or other report.

The Administrator may reject Contributions that do not comply with the requirements of the Plan, the Trust and the Code. If the Administrator rejects any Contributions, the Contributions and the Contribution Summary Sheet will be returned to the Employer for resolution. The Administrator shall instruct the Trustee to transfer the Contributions in good order from the lockbox to the Trust investment account upon completion of such recording and reconciliation. Contributions shall not accrue income or share in investment gains or losses while they are in the lockbox prior to the transfer to the Trust investment account or while the Administrator seeks resolution of Contributions not received in good order. The Employer understands that failure to make Contribution in a timely manner may result in

sanctions permitted by law, as well as the termination of its participation in the Plan, as provided in rules established in this Agreement.

9. The Employer hereby appoints, and approves of, NRS to provide claims payment services and to act as the Administrator for the Plan. The Employer further agrees that the Administrator's compensation for its services shall be an annual charge per participant or eligible employee of **\$30.00**. The Employer represents and warrants that it has advised its eligible employees or participants of the annual charge. Such charge shall be assessed to each participant or eligible employee's account on the anniversary date, which is one year after the date the initial contribution to the Plan was made, and each succeeding anniversary of such date. The Administrator's annual charge shall remain fixed for the duration of this Agreement unless the Employer and Administrator mutually agree in writing to adjust the charge. The Employer acknowledges that other fees may apply to the Plan, eligible employee or the participant accounts law as described in Section 11 or as required by applicable law.
10. The Employer hereby acknowledges that the Trustee of the Trust will be the Trustee identified in the Trust Agreement, and hereby ratifies the terms of the Trust Agreement, a copy of which has been provided to the Employer. The Employer further acknowledges that the Trust Agreement sets forth the method for appointment and removal of the Trustee.
11. The Employer hereby acknowledges that it has received and reviewed the Group Variable Annuity Contract (the "Variable Annuity") for the Post Employment Health Plans which serves as the funding vehicle for the Trust. The Employer understands and agrees that part of the arrangement between NRS as the Administrator and product provider Nationwide Life Insurance Company includes fees. The Employer further acknowledges that, in addition to the annual charge described in Section 9, a fee equaling an annual rate up to a maximum of 0.50% of the daily net asset value will be assessed on every participant or eligible employee's fund balance in the Variable Annuity. In the Fixed Annuity, this fee is included in the calculation of the net crediting rate.
12. The Employer hereby acknowledges it has received the "Disclosure and Acknowledgement Form" (the "Form") which is incorporated into this Agreement, and further agrees to be bound by the Form.
13. The parties agree that no waiver of any default in performance on the part of the Administrator or the Employer or any breach or series of breaches of any of the terms of this Agreement shall constitute a waiver of any subsequent breach. The parties further agree that resort to any remedies referred to herein shall not be construed as a waiver or any other rights and remedies to which the Administrator is entitled under this Agreement or otherwise.
14. Should any part of this Agreement for any reason be declared invalid, such determination shall not affect the validity of any remaining portion of the Agreement, which remaining portion shall remain in force and effect as if this Agreement had been executed without the invalid portion.
15. The Employer shall indemnify and hold the Administrator harmless for and against all losses, damages, liabilities or expenses (including, but not limited to, reasonable attorney's fees and litigation expenses) which the Administrator may incur as a result of claims based upon any breach by the Employer, its affiliates, agents or employees of any provisions of this Agreement, the Plan Document or related items that are within their reasonable control.
16. The Administrator shall indemnify and hold the Employer harmless for and against all losses, damages, liabilities or expenses (including, but not limited to reasonable attorney's fees and litigation expenses) which the Employer may incur as a result of claims based upon any breach by the Administrator, its affiliates, agents or employees of any provisions of this Agreement, the Plan Document or related items that are within their reasonable control.

- 17. This Agreement shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Ohio. The parties consent to the jurisdiction of any Local, State or Federal Court located within Ohio.
- 18. This Agreement, together with the Plan and the Trust Agreement, contain the entire agreement between the Employer and the Administrator with respect to the respective rights and obligations contemplated herein, and no representation, promise, inducement, or statement of intention relating to the respective rights and obligations contemplated by this agreement has been made by either party which is not set forth herein. This Agreement supersedes in all respects all prior agreements among the parties any may not be modified or amended, except by a duly executed instrument in writing.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed on its behalf by a duly authorized officer, and a duly authorized representative of NRS executed this Agreement on behalf of the Administrator.

By: Superstition Fire & Medical District
(Employer Printed Name)

(Employer Signature) Date: _____

By: _____ Date: _____
(Officer of Nationwide as Administrator)

In Process

**The Post Employment Health Plan
for Public Employees**

In Process

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ARTICLE I
DEFINITIONS

As used in this Plan, and except as otherwise provided herein, the following terms shall have the meaning hereinafter set forth:

- 1.1. **“Account”** means an account established for a Participant or Eligible Employee pursuant to Section 6.1 hereof.
- 1.2. **“Administrator”** means the person or entity designated by the Plan as possessing authority to manage the operation and administration of the Plan in accordance with the Plan document adopted by the Employer. The Administrator shall be Nationwide Retirement Solutions, Inc., its successors and assigns (NRS) unless and until NRS resigns or is removed by the Advisory Committee representatives (as defined in the Trust Agreement) in accordance with Article 8.
- 1.3. **“Advisory Committee”** means a group made up of one representative of each participating employee group and one representative for each participating employer, participating in the associated Trust evidenced by the Trust Agreement issued to the Employer by the Administrator, The employee and the employer representative shall not be the same individual. Representatives of the employee groups are referred to as Employee Advisory Committee members. Representatives of Employers are referred to as Employer Advisory Committee members.
- 1.4. **“Association”** refers to the National Association of Police Organizations.
- 1.5. **“Benefit”** means any payment made pursuant to Article 5 hereof.
- 1.6. **“Code”** means the Internal Revenue Code of 1986, as amended from time to time.
- 1.7. **“Contribution”** means any contribution made to the Plan pursuant to Article 4 hereof.
- 1.8. **“Dependent”** means the Participant’s spouse or any person who, in relation to the Participant, satisfies the requirements under Code Section 152(a).
- 1.9. **“Effective Date”** means the date on which the fully executed Participation Agreement is processed by NRS.
- 1.10. **“Eligible Employee”** means a current employee of the employer who receives contributions under the Plan on his or her behalf.
- 1.11. **“Employee”** means an individual who is employed by the Employer.
- 1.12. **“Employer”** means a state or local government or political subdivision thereof in that adopts the Plan by entering into a Participation Agreement with the Administrator.
- 1.13. **“Entry Date”** means the date the Employer makes the first contribution to the Plan on behalf of such Eligible Employee.
- 1.14. **“Health Care Insurance Premium”** means any amount used to purchase insurance coverage for health benefits, hospitalization, or other medical care as defined in Code Section 213(d)(1).
- 1.15. **“Mandatory Employee Contribution”** means Eligible Employee contributions which are to be made as a condition of employment with the Employer and required to be made under terms of the Employer’s Participation Agreement. Such contributions shall be picked up by the Employer and are deemed to be employer contributions and are not taxable income to the employee.
- 1.16. **“Participant”** means a former Employee, or the surviving Dependents thereof, who has an Account under the Plan and is eligible to receive distributions under the Plan or who may receive contributions under the Plan on his or her behalf.
- 1.17. **“Participation Agreement”** means the agreement between the Employer and the Administrator by which the Employer adopts the Plan, which sets forth the responsibilities of the Administrator, and

the terms of the Employer's adoption of the Plan, including: (a) the Employer's rate of contribution to the Plan, and (b) the Employees of the Employer who are eligible to receive contributions and participate in the Plan.

- 1.18. **"Plan"** means The Post Employment Health Plan for Public Employees, as set forth in this document.
- 1.19. **"Plan Year"** means the calendar year.
- 1.20. **"Post-Employment Health Benefit"** means a payment made pursuant to Section 5.1 hereof.
- 1.21. **"Qualifying Medical Care Expenses"** means those expenses incurred solely for "medical care," as defined in Code Section 213(d)(1), rendered to the Participant or his Dependents from the time the Participant is an Eligible Employee entitled to receive a contribution under the Plan.
- 1.22. **"Trust Agreement"** means the agreement described in Article 2 hereof, establishing the Trust for The Post Employment Health Plan for Public Employees.
- 1.23. **"Trust Fund"** means all money and assets held by the Trust for the Post Employment Health Plan for Public Employees, and all earnings and profits thereon, less the payments made therefrom in accordance with the terms of this Plan.
- 1.24. **"Trustee"** means the Trustee, or any successor Trustee, designated in accordance with the terms of the Trust Agreement.
- 1.25. **"Valuation Date"** means each day in which the New York Stock Exchange and the Administrator's home office are open for business.

ARTICLE II

TRUST

- 2.1. **Trust Agreement.** All Contributions shall be paid into, and all Benefits provided for herein shall be paid from, the Trust Fund. The Trust Agreement shall be in such form and contain such provisions as the parties may deem appropriate, including, but not limited to, provisions with respect to the powers and authority of the Trustee, the authority of the Administrator and Trustee to amend the Trust Agreement, the authority of the Administrator to settle the accounts of the Trustee on behalf of all persons having an interest in the Trust Fund, and the authority to remove a Trustee and appoint a successor trustee. When entered into, the Trust Agreement shall form a part of the Plan, and all rights and benefits that may accrue to any person under the Plan shall be subject to all the terms and provisions of the Trust Agreement.
- 2.2. **Trust Fund.** In no event shall any part of the principal or income of the Trust Fund be paid to or reinvested in the Employer, or be used for any purpose whatsoever other than the exclusive benefit of the Participants, Eligible Employees and their Dependents and defraying the reasonable expenses of the Plan. Notwithstanding the preceding, Contributions shall be returned to the Employer only under the following circumstances:
 - a. If the Employer makes a Contribution by a mistake of fact, acknowledging such mistake of fact in writing to the Administrator and within one year of the mistaken Contribution;
 - b. If the Internal Revenue Service determines that the Trust is not tax-exempt under Code Section 501(a); or
 - c. If the Internal Revenue Service determines that the Trust has unrelated business taxable income under Code Section 512(a)(3)(E).
- 2.3. **Investment of Trust Fund.** The Trustee shall invest and reinvest the Trust Fund and the income therefrom in accordance with the terms of the Trust Agreement.

- 2.4. **Valuation of the Trust Fund.** The value of the Trust Fund shall be determined as of each Valuation Date, if applicable, as follows:
- a. The value per share of a security listed for trading on a national securities exchange shall be the closing price per share at which such security was traded on the exchange on the day as of which the value is to be determined (or, if such security was not traded on that day, on the last preceding day on which it was traded); provided, that if a security is listed for trading on two or more national securities exchanges, the national securities exchange upon which principally it is traded shall be deemed to be the only such exchange on which it is listed;
 - b. The value of any other investment shall be the fair market value thereof on the day as of which the value is to be determined, as determined by the Trustee, the Administrator or the agent of either the Trustee or Administrator; and
 - c. There shall be added/deducted from the value of the investments any income or liabilities due or accrued and properly chargeable thereto.

ARTICLE III

ELIGIBILITY TO PARTICIPATE

- 3.1. **Eligibility to Participate.** Each Employee shall become an Eligible Employee as determined by the Employer and shall be entitled to receive a contribution to the Plan as set forth in the Participation Agreement on the Entry Date coincident with or next following the later of (a) the date on which he becomes an Eligible Employee, or (b) the Effective Date of this Plan.
- 3.2. **Contributions Required for Eligible Employees.** Subject to Section 9.2, the Employer shall make Contributions on behalf of each Eligible Employee as determined by the Employer in accordance with to the terms of the Participation Agreement.
- 3.3. **Dispute as to Eligibility.** In the event of a dispute as to the eligibility of any individual to receive a contribution to the Plan, the decision of the Employer with respect to such eligibility shall be final and conclusive for all purposes.

ARTICLE IV

CONTRIBUTIONS

- 4.1. **Contributions to the Plan.** The Employer shall make contributions to the Plan on behalf of each Eligible Employee or Participant in such amount as the Employer determines and communicates to the Administrator from time to time to fund Post Employment Health Benefits.

Amounts contributed may not be used for any purpose other than as provided by Code Sections 105, 106, 501(c)(9) and applicable Treasury regulations. All Contributions shall be made in a manner which satisfies the nondiscrimination rules found in Code Section 105(h) or other applicable law, provided however that Contributions determined as a percentage of the Eligible Employee's compensation and earnings thereon shall be accounted for separately and shall be used under Section 5.1 only to reimburse Health Care Insurance Premiums.
- 4.2. **Lump sum Contributions.** If the Employer has a compensated absence policy under which all Employees accumulate compensated absence pay, it may require all or a specified portion of accumulated compensated absence benefits be contributed to the Plan. Compensated absence may include any combination of vacation pay, sick pay, or other accumulated absence pay as specified by the Employer.

- 4.3. **Mandatory Employee Contributions.** The Employer may require that all Eligible Employees contribute Mandatory Employee Contributions to the Plan as a condition of employment with the Employer. In the event Contributions are required of Eligible Employees, the Employer shall specify the amount of the Contribution either as a dollar amount or as a percentage of the Eligible Employee's compensation. Such amount or percentage shall not be subject to change on the part of the Eligible Employee, and the Eligible Employee shall not be entitled to receive such Contributions in the form of cash or other benefit. The Employer shall remit such contributions to the Trustee.
- 4.4. **Determination of Amount of Contributions.** The Trustee and the Administrator shall not be under any duty to inquire into the correctness of the Contributions paid over to the Trustee hereunder; nor shall the Trustee or Administrator be under any duty to enforce the payment of the Contributions to be made hereunder. The Eligible Employees and their bargaining unit shall have sole responsibility and duty to enforce Employer's contribution obligations.
- 4.5. **Transfers from other Health Reimbursement Arrangements.** The Plan may accept, as permitted by law, transfers of assets held in other health reimbursement arrangements including other arrangements being administered by the Administrator, provided that such assets were contributed to a plan providing permissible benefits. The Administrator may develop procedures necessary to comply with the requirements of this Section 4.5.

ARTICLE V

BENEFITS

- 5.1. **Post-Employment Health Benefits.** Upon an Eligible Employee's severance from employment with the Employer for any reason, including death, the Eligible Employee or his Dependents shall become a Participant in the Plan. Upon such time the Participant shall be entitled to be reimbursed from the Plan for Qualifying Medical Care Expenses and for Health Care Insurance Premiums incurred by the Participant or Dependents subject to the limits set forth in Section 5.3 hereof, provided that such expenses will not be taken as a deduction on the Participant's or Dependents' federal income tax return. If at any time following the Eligible Employee's severance from employment, he or she is reemployed by the Employer, the Participant shall no longer be entitled to reimbursement under the Plan until the Participant once again severs employment with the Employer. Post-Employment Health Benefits shall be funded in accordance with Article 4 hereof into the Plan from which benefits will be paid and in accordance with the Code.
- 5.2. **Notice by Employer.** The Employer shall certify to the Administrator the date of a Eligible Employee's severance from employment with the Employer. The Administrator shall rely on any such certification in determining when the Eligible Employee becomes a Participant and the extent to which a Participant or his Dependents shall be entitled to a Benefit under the Plan. In the case of an Eligible Employee's or Participant's death, the Trustee shall require proof of the Eligible Employee's or Participant's death prior to paying any Benefit to a Dependent or medical service provider on behalf of a deceased Eligible Employee under this Article 5
- 5.3. **Benefit Limits.** Any Qualifying Medical Care Expense or Health Care Insurance Premium paid in accordance with Section 5.1 hereof is limited to the Participant's respective account balance as of the Valuation Date immediately preceding the date the claim for such Benefit is submitted to the Trustee. If a claim for Benefits exceeds the account balance at such date, the Trustee will pay the claim to the extent of the account balance. If the Participant's account balance subsequently increased, the Participant must resubmit a current claim form for reimbursement.

Only claims for Qualifying Medical Care Expenses and Health Care Insurance Premium Reimbursements incurred from the time the Participant is an Eligible Employee entitled to receive a contribution hereunder will be payable under the Plan.

- 5.4. **Timing and Method of Benefit Payment.** All Benefit payments shall be made via check or direct deposit as specified by the Participant or service provider receiving payment directly on behalf of a deceased Eligible Employee and as soon as administratively practicable following the date a claim for Benefits is submitted to the Administrator.
- 5.5. **Prohibition on Alienation.** The rights of a Participant or Dependent to receive a Benefit shall not be subject to alienation or assignment, and shall not be subject to anticipation, encumbrance or claims of creditors except to the extent required by applicable law.
- 5.6. **Forfeitures.** If an Eligible Employee or Participant has no Dependents on the date notice of death is provided to the Administrator and no Dependent is identified and no request to pay Qualifying Medical Care Expenses directly to a service provider, on behalf of a deceased Eligible Employee, is received within 180 days of the date on which the Administrator was notified of an Eligible Employee or Participant's death, the balance in the Participant's account will be forfeited.
- Benefit payments for Qualifying Medical Care Expenses which, if paid, would result in discrimination in violation of Code Section 105(h), its regulations or any other applicable provision of law shall also be forfeited. A Participant's account may also be forfeited if the Administrator is unable to locate the Participant within 36 months after the Administrator sends a letter by certified U. S. mail, postage prepaid, to the Participant's last known address.
- Any amount forfeited under this Section 5.6 shall be allocated as soon as administratively practicable following, the date on which the Administrator determines that a forfeiture has occurred to the Accounts of all other Eligible Employees and Participants who (i) are (or were) employed by the Employer and (ii) have an account balance on the Valuation Date. Forfeitures shall be allocated among the Eligible Employee and Participants in accordance with procedures established by the Administrator.
- 5.7. **Designation of Beneficiaries Prohibited.** Unless otherwise permitted by law, designation of beneficiaries under the Plan is not permitted.

ARTICLE VI

ELIGIBLE EMPLOYEE AND PARTICIPANT ACCOUNTS

- 6.1. **Separate Accounts and Records.** The Administrator shall maintain separate Accounts in the name of each Eligible Employee and Participant having an interest in the Trust Fund. For all Eligible Employees or Participants with an account balance, a statement of that Eligible Employee's or Participant's Account as of the last day of each calendar quarter shall be distributed or made available within 15 days after the end of each quarter showing:
- The Eligible Employee's or Participant's account balance;
 - Contributions credited to the Eligible Employee's or Participant's Account;
 - Qualifying Medical Care Expenses and Health Care Insurance Premiums paid from the Participant's Account; and
 - Administrative fees paid from the Eligible Employee's or Participant's Account gains and losses of the Trust Fund allocated to the Eligible Employee's or Participant's Account.
- 6.2. **Valuation of Accounts.** As of each Valuation Date, all income and gains (realized and unrealized) of the Trust Fund for the period since the immediately preceding Valuation Date (or, if there is no prior Valuation Date, since the Effective Date) shall be credited to, and all losses (realized and unrealized) and expenses of the Trust Fund for such period shall be charged to, the Eligible Employee's or Participants' Accounts in proportion to their balances as of the next preceding Valuation Date (or as of the Effective Date, if there is no prior Valuation Date), provided, however, that if there has been a withdrawal from a Participant's Account since the next preceding Valuation Date, such Participant's

Account balance at the Valuation Date, rather than the next preceding Valuation Date, shall be used to allocate income, gains, losses and expenses to such Participant's Account.

6.3. Participant Transfers to another Plan.

- a. Subject to Section 6.3(b), if an Eligible Employee is no longer entitled to receive contributions from the Employer but remains employed by the Employer and as a result of such employment contributions on behalf of the Eligible Employee is required to another Voluntary Employees' Beneficiary Association (VEBA) which is established pursuant to Section 501(c)(9) and administered by the Administrator, then the Eligible Employee may elect to transfer his or her Account to the other VEBA.
- b. A transfer contemplated in Section 6.3(a) shall only be permitted if such transferred assets will be used to provide benefits similar to those provided by this Plan and the transfer does not jeopardize the tax-exempt status of the Trust.

ARTICLE VII

CLAIMS PROCEDURE

- 7.1. **Written Claims.** All claims for Benefits shall be made in writing in accordance with such procedures as the Administrator shall prescribe, including deadlines, documentation requirements and forms.
- 7.2. **Denied Claims.** If a claim for Benefits is denied in whole or in part, the Administrator shall furnish the claimant a written notice setting forth the reason for the denial, including reference to pertinent Plan provisions, describing any additional material or information that is required from the claimant and explaining why it is required, and explaining the review procedure set forth in Section 7.3 hereof. Such notice shall be given within five (5) business days of the denial.
- 7.3. **Review Procedure for Denied Claims.** Within 60 days of the written notice of the denial of any claim for Benefits, a claimant may file a written request for a review of such denial by the Administrator. Any claimant seeking review of a denied claim is required to submit comments in writing. Within 60 days after its receipt of a request for review of a denied claim, the Administrator shall render a written decision on its review which references the Plan provisions on which its decision is based.

ARTICLE VIII

ADMINISTRATION OF THE PLAN

- 8.1. **The Administrator.** The Administrator shall be NRS unless and until NRS resigns or is removed. The Administrator shall have the authority to control and manage the operation and administration of the Plan in accordance with this plan document and the responsibility of filing and distributing reports and returns with or to government agencies and Eligible Employees and Participants, and their Dependents as required under the Code and other applicable law.

The Administrator, by a written instrument, may delegate its responsibilities to control and manage the operation and administration of the Plan and the responsibility to file reports and returns.

To the extent permitted by law, the Trust shall indemnify each employee of the Administrator and any agent or person who has been appointed by the Administrator, against any liability (not reimbursed by insurance) incurred in the course of the administration of the Plan, except liability arising from his own negligence or willful misconduct.

- 8.2. **Agents.** The Trustee may employ such agents, including counsel, as it may deem advisable for the administration of the Plan. Such agents may not be Eligible Employees or Participants.
- 8.3. **Removal or Resignation of Administrator.** The Administrator may resign as administrator at any time by a written instrument delivered to all Advisory Committee representatives giving notice of such resignation. The Administrator may be removed, for cause relating to performance that fails to meet

generally accepted standards, practices and procedures applicable to persons providing similar types of administrative services. The Administrator shall be removed for the reasons stated above via a majority vote process. Each Employee Advisory Committee representative's vote is multiplied by the number of Eligible Employee and Participants represented by that committee member and similarly the Employer Advisory Committee representative's vote is multiplied by the number of Eligible Employees and Participants covered by that Employer, for each plan participating in the relevant trust. The Advisory Committee shall remove the Administrator by a written notice delivered to the Administrator. In the event of a dispute over the execution of the duties of the Administrator, the dispute shall be subject to arbitration between the Administrator and a representative(s) established by the Advisory Committee. The Administrator shall be granted 180 days to cure any deficiencies identified by the arbitrator before any removal may be considered effective. Any notice of removal or resignation of the Administrator shall be effective 60 days after receipt by the Administrator or Advisory Committee representatives, as the case may be, or at such other time as is agreed to by the Administrator and the Advisory Committee representatives. In addition, a majority of the Advisory Committee representatives may remove the Administrator without cause during the last month of each Plan Year. If, within 60 days after notice of resignation or removal of the Administrator, the Advisory Committee representatives have not designated a successor Administrator, the Administrator may apply to any court of competent jurisdiction for the appointment of a successor Administrator.

- 8.4. **Successor Administrator.** The Administrator, subject to the veto right described below, may appoint a successor Administrator. The Administrator shall provide 30 days' advance notice to the Advisory Committee that it has designated a successor Administrator. Based on a majority vote, where each Employee Advisory Committee representative's vote is multiplied by the number of Eligible Employees and Participants and similarly the Employer Advisory Committee representative's vote is multiplied by the number of Participants and Eligible Employees for each plan participating in the relevant trust, is used to determine voting outcomes. If sufficient objecting votes are submitted in writing to the Administrator within 30 days after the date of the Administrator's notification mailing, the designation shall not become effective. If there is no sufficient objection, the Administrator shall deliver to the Trustee copies of: (a) a written instrument executed by the Administrator appointing such successor, and (b) a written instrument executed by the successor in which it accepts such appointment. Such instruments shall indicate their effective date.

If a vacancy in the office of Administrator occurs and the Administrator has not appointed a successor Administrator in accordance with the preceding paragraph, the Advisory Committee representatives in accordance with the voting procedures described in the preceding paragraph shall appoint a successor Administrator and shall deliver to the Trustee copies of (a) a written instrument executed by Advisory Committee representatives appointing such successor, and (b) a written instrument executed by the successor in which it accepts such appointment. Such instruments shall indicate their effective date. If the Administrator is removed by Advisory Committee representatives in accordance with Section 8.3 hereof, the written instrument removing the Administrator shall also appoint a successor Administrator. Any successor Administrator shall have all the powers and duties of the original Administrator.

- 8.5. **Administrative Fees.** The Administrator shall be paid from the Trust Fund an administrative fee for each Eligible Employees and Participant equal to an amount specified in the Participation Agreement between the Administrator and the Employer. Such fees shall be charged against the Eligible Employees' and Participants' Account balances.
- 8.6. **Powers of the Administrator.** The Administrator shall have all such powers as may be necessary to carry out the provisions of the Plan, and the actions taken and the decisions made by the

Administrator shall be final and binding upon all parties. The powers of the Administrator shall include, but not be limited to, the following:

- a. To determine, in accordance with the plan document, all questions relating to the amount of any Benefits and all questions pertaining to claims for Benefits and procedures for claim review;
 - b. To prescribe procedures, in accordance with the plan document, to be followed by Participants in filing claims for Benefits;
 - c. To prepare and distribute information, in accordance with the plan document, explaining the Plan to Eligible Employees and Participants;
 - d. To appoint or employ individuals to assist the Administrator in the administration of the Plan and any other agents deemed advisable, including banking, legal, accounting, and actuarial counsel;
 - e. To resolve all other questions arising under the Plan, in accordance with the plan document;
 - f. To take any such further action as the Trustee shall deem advisable in the administration of the Plan in accordance with the plan document; and
 - g. To direct the Trustee to pay claims for Benefits either by issuing claims checks or by delegating the authority to issue claims checks in accordance with Section 7.1 hereof.
- 8.7. **Records.** The acts and decisions of the Administrator including such records as may pertain to the computation of Benefits of any claimant shall be duly recorded.
- 8.8. **Defect or Omission.** The Administrator shall notify the Employer of, and shall assist Employer with the cure of any defect, omission or inconsistency in this Plan for correction.
- 8.9. **Liability of Administrator.** Except for its own negligence or willful misconduct, neither any Employee of the Administrator nor any agent or other person appointed by the Administrator shall be liable to anyone for any act or omission in the course of the administration of the Plan.

ARTICLE IX

AMENDMENT AND TERMINATION

- 9.1. **Amendments.** The Administrator reserves the right to amend this Plan at any time in such manner as it may be necessary or advisable in order to qualify and retain the qualification of the Trust Fund as a voluntary employees' beneficiary association (Association) in accordance with Code section 501(c)(9) or to comply with applicable law upon 60 days written notice to the Employer. Any such amendment may, by its terms, be retroactive; and to amend, alter, modify or suspend, in whole or in part, any provision or provisions of this Plan at any time, retroactively or otherwise, by written notice to the Trustee, the Employers and the Association representatives. In any event, no such amendment shall:
- a. increase the duties or obligations of the Trustee or Employer without their written consent;
 - b. decrease any Participant or Eligible Employee's Account balance; or
 - c. cause or permit any portion of the corpus or income of the Trust to revert to, or become the property of, or be used for the benefit of the Employer, or divert any portion of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants, Eligible Employees and their Dependents.
- 9.2. **Termination and Discontinuance of Contributions.** The Employer may terminate or discontinue contributions to the Plan at any time by notice to the Administrator and Trustee. Upon termination of the Plan and subject to Section 9.3, the Administrator shall maintain the Accounts of each Participant and Eligible Employee who is or was an Employee of such Employer, and shall pay Benefits to each such Participant in accordance with the terms of the Plan or as permitted by law. Expenses of the

Trust fund and administrative fees shall be charged against such Participants' and Eligible Employees' Accounts for as long as such Accounts are maintained by the Administrator.

- 9.3. **Employer Transfers to another Plan.** The Employer may request that the assets held in the Plan be transferred to another Association or Administrator provided that the Employer provides evidence to the Administrator that the following conditions are met:
- a. The transferee Association is exempt under Code Section 501(c)(9);
 - b. The transferred assets will be used to provide similar benefits;
 - c. The participants of each trust Association share an employment-related bond;
 - d. The transfer is not used to avoid the applicable requirements of Code Section 501(c)(9) and the regulations thereunder that otherwise would apply to each association;
 - e. The receiving Association or Administrator has agreed to receive the transfer; and
 - f. The Employer, in writing, holds harmless the Administrator for acting on Employer's instructions to transfer the Plan to another Association or Administrator.

When, to the satisfaction of the Administrator, the Employer has produced evidence sufficient to satisfy the conditions of this Section 9.3, the Administrator will transfer the assets of the Plan to the other Association or Administrator as soon as administratively practical. In no event shall such transfer occur later than one hundred and eighty (180) days following the Administrator's receipt of the sufficient evidence contemplated by this Section. Additionally, the Administrator may develop procedures in connection with this Section 9.3 including, without limitation, what documentation is necessary to evidence satisfaction of the requirements of this section. Expenses of providing such evidence shall be paid by the Employer. In the event a transfer of the Plan assets is authorized, the Administrator may retain sufficient funds for the satisfaction of all current reported claims.

ARTICLE X

MISCELLANEOUS

- 10.1. **Rights of All Interested Parties Determined by Terms of the Plan.** The Plan and Trust are voluntarily entered into by the Employer. The Trust shall be the sole source of Benefits provided under the Plan, and in no event shall the Administrator or the Employer be liable or responsible therefore. The Plan shall be binding upon all parties thereto and all Participants and Eligible Employees, and upon their respective heirs, executors, administrators, successors, and assigns, and upon all persons having or claiming to have any interest of any kind or nature under the Plan or the Trust.
- 10.2. **No Employment Rights Created.** The creation and maintenance of the Plan shall not confer any right to continued employment on any Employee, and all Employees shall remain subject to discharge to the same extent as if the Plan had never been established.
- 10.3. **Number and Gender.** Where necessary or appropriate to the meaning hereof, the singular shall be deemed to include the plural, the plural to include the singular, the masculine to include the feminine and neuter, the feminine to include the masculine and neuter, and the neuter to include the masculine and feminine.
- 10.4. **Notice to Employees.** Notice of the existence and the provisions of this Plan and amendments thereto shall be communicated by the Employer to all persons who are, or who become Eligible Employees or Participants.
- 10.5. **Notification of Address.** Each person eligible to receive Benefits shall notify the Administrator in writing of his address and any change of address thereafter. Any communication, statement or notice addressed to such person at his last address as filed with the Administrator (or if no address was filed with the Administrator, then his last address shown by the Employer's payroll records) will be binding

upon such person for all purposes of this Plan, and neither the Employer nor the Administrator shall be obligated to search for or ascertain the whereabouts of any such person.

- 10.6. **Headings.** The headings and subheadings in this Plan are inserted for convenience and reference only and are not intended to be used in construing this Plan or any provision hereof.
- 10.7. **Governing Law.** This Plan shall be construed according to the law of the State of Ohio and applicable Federal Law and all provisions hereof shall be administered according to the law of the State of Ohio and applicable federal law.

IN WITNESS WHEREOF, the undersigned has executed this Plan to become effective the ____ day of _____, 20____ for the:

Superstition Fire & Medical District

(Plan Name)

By:

(Signature)

Anna Butel

(Printed Name)

Administrative Services Director

(Title)

In Process



Disclosure and Acknowledgment Form Post Employment Health Plan (PEHP®)

PO Box 182797, Columbus, OH 43218-2797
Phone: 877-677-3678 • Fax: 877-677-4329 • NRSforu.com

As with all plans receiving tax exempt status under the Internal Revenue Code (IRC), the Nationwide Post Employment Health Plan (PEHP) offers you and your employees' significant benefits that also come with important limitations. Your Nationwide representative is prepared to help you understand the Plan's benefits and limitations. Please understand Nationwide nor its representatives may give legal or tax advice. You should consult with your legal and tax advisers before making decisions about establishing PEHP for your employees.

PEHP is funded through a voluntary employees beneficiary association (VEBA), a tax-exempt trust authorized by IRC Section 501(c)(9). PEHP, as a Health Reimbursement Arrangement (HRA), must also comply with the regulatory requirements of HRAs. PEHP is not a retirement plan nor is it a Deferred Compensation Plan. To operate within Internal Revenue Service (IRS) requirements, PEHP must comply with requirements different than those of retirement plans. Some of those requirements are outlined below:

Please read and initial the following:

1. _____ Contributions must be made solely by the Employer or as a mandatory employee contribution. Contributions of unused vacation and sick leave conversion benefits are permitted, if required of all eligible employees.
2. _____ If applicable, only non-collectively bargained employees will be participating in the Plan. Benefits paid from the Universal Account/105 may not discriminate in favor of highly compensated employees. Only equal, flat dollar contributions to this Sub-account for all Eligible Employees will be accepted. Otherwise, all other contributions will be directed to the Insurance Premium Reimbursement Account/106.
3. _____ If applicable, benefits are the subject of good faith collective bargaining and as such, no non-collectively bargained employees will be participating in the Plan. As such, if you have certified that the PEHP benefits were collectively bargained for in good faith, all contributions may be made to the Universal Account/105.
4. _____ PEHP is not permitted to accept beneficiary designations. Following an Eligible Employee's or Participant's death, payment of benefits is limited to the Employee's surviving spouse and qualifying dependents as defined by IRC Section 152(a). Any account balance remaining after the death(s) of the Employee, any spouse or qualifying dependents will be forfeited and allocated among your remaining Eligible Employees and plan participants.
5. _____ Your PEHP is governed by an Advisory Committee comprised of one employer representative and one eligible employee representative. All changes to the Plan, except those required by law, must be approved by the Advisory Committee.
6. _____ For Collectively Bargained PEHP only **(Please leave blank if Form is for a non-Collectively Bargained PEHP):** Employer represents that the union employees are covered by a collective bargaining agreement and the retiree health care benefits of the PEHP have been subject to good faith bargaining.

This page is a legal document and part of your PEHP contract. The undersigned has read this document and fully understands its binding effect.

Employer:

Name (please print): Anna Butel

Signature: _____ Date: _____

Nationwide Representative:

Name (please print): Jim Keeler

Signature:  _____ Date: 10/9/2024 | 2:02:20 PM EDT



Nationwide®

Plan Sponsor Access Web Update Form

Plan Sponsor Information

Plan Sponsor Name: Superstition Fire & Medical District

Employer Tax ID Number: 08-0311208

Plan Sponsor Number (Nationwide Assigned): _____

Do you have multiple payroll departments that submit payroll & census separately? Yes No

Address Line 1: 565 N. Idaho Road

Address Line 2:

City: Apache Junction State: AZ Zip: 85119

Is this an update to your existing address? Yes No

PRIMARY AUTHORIZED Contact

The Plan can only have **one** Primary Authorized Company Representative of which is the recipient of Plan Statements and other Plan-related administrative messages. Updating the Primary Authorized Company Representative will supersede any previous Primary Authorized Company Representative.

Name: Anna Butel Title: Administrative Services Director

Preferred Phone: 480-982-4440 x 140 Fax: _____ Email: anna.butel@sfmd.az.gov

Plan Sponsor Web Features

FastPay: A fully digital payroll and census submission system. Secure participant information, save time, improve accuracy, and eliminate manual entry when submitting your plan's payroll and census data.

Task Center: Payroll Change Notices and Employment Status Tasks will be generated as an action item in Task Center for a digital and streamlined processing experience. Email notifications will be generated daily at 12 p.m. Eastern for any outstanding tasks.

Reporting: Create and view plan and participant level reports.

Primary Website User

This section is required to establish **one** person within the Plan Sponsor's office as the primary website user on the NRS website. The primary user will assign and administer all other website roles for the Plan's account, including any contacts noted below that are required for your Plan's online data submission.

New Primary User Access Replace Existing Primary User

Primary Website User Contact Information:

Same as Primary Authorized Contact

Name: _____ Title: _____

Preferred Phone: _____ Email: _____

The primary website user will have access to all Plan Sponsor website functions and permissions.

Secondary Website Users

Role Access Chart				
Online/Web Access:	Primary ¹	Manager	Payroll	Reporting
FastPay				
Process payroll	✓	✓	✓	
Enroll participants electronically	✓	✓	✓	
Task Center²				
Verify Termination of Employment for Participant Withdrawal Requests	✓	✓		
View and complete payroll change notices	✓	✓	✓	
Reporting				
Create and view reports	✓	✓		✓
Manage User Accounts				
Create secondary users	✓	✓		

¹We take protecting retirement plan account information very seriously at Nationwide. Therefore, the Primary website user is responsible for performing periodic audits to verify that the secondary website user accounts are being used by the original user for legitimate business purposes.

²Role accesses may be changed by the Primary user by clicking Administer Task Access on Task Center.

Established Secondary Users

1. Name: _____ Title: _____

Preferred Phone: _____ Email: _____

Please specify pay center number or name (if applicable): _____

Please select the role(s) for this user, given the accesses marked in the chart above:

Manager Payroll Reporting

2. Name: _____ Title: _____

Preferred Phone: _____ Email: _____

Please specify pay center number or name (if applicable): _____

Please select the role(s) for this user, given the accesses marked in the chart above:

Manager Payroll Reporting

I have additional payroll contacts. If you want to add more than two contacts, you may attach a page with the additional contact information. Any time a new contact is added the above fields are required.

Required Authorization

By signing below, you are authorizing the activation of online features which includes FastPay and Task Center. Users designated will be responsible for monitoring and processing ongoing administrative tasks.

Primary Authorized Company Representative:

Name (print): Anna Butel Title: Administrative Services Director

Signature: _____ Date: _____

Form Return Instructions

Email: nrscontr@nationwide.com

Fax: 877-677-4329



Nationwide Investment Advisors, LLC

ProAccount - Plan Sponsor Agreement

Page 1 of 6

Plan: (the "Plan" or "Plans"): Superstition Fire & Medical District

Plan Sponsor (The "Plan Sponsor" "You" "Your"): Superstition Fire & Medical District

Plan Sponsor enters into this Agreement with Nationwide Investment Advisors, LLC ("NIA"), an Ohio limited liability company, registered as an investment adviser with the Securities and Exchange Commission under the Investment Advisers Act of 1940 ("Advisers Act").

Plan Sponsor established and sponsors the employee benefit plan(s) which authorize(s) participants in the Plan ("Plan Participants") to self-direct their account within the Plan ("Accounts"); and

Plan Sponsor desires to engage NIA as an authorized provider of investment advisory services to those Plan Participants who choose to have professional guidance in managing their Accounts (collectively, the "Participant Accounts"); and

The Plan authorizes Plan Participants to enter into an investment advisory agreement directly with NIA for the management of their Accounts; and

Plan Sponsor acknowledges that these advisory services are permitted under the documents establishing the Plan ("Plan Documents") and that the investments and investment strategies proposed by NIA through the investment advisory services are consistent with the Investment Policy of the Plan; and

Plan Sponsor acknowledges that NIA is an affiliate of Nationwide Retirement Solutions, Inc., Nationwide Life Insurance Company, Nationwide Trust Company, and RIA Services, Inc. (collectively "Nationwide Affiliates") and that these Nationwide Affiliates will provide to NIA certain administrative services in support of ProAccount (as defined in Section II below).

In consideration of the foregoing and the promises, covenants and mutual agreements set forth in this Agreement, NIA and the Plan Sponsor agree as follows:

I. APPOINTMENT OF INVESTMENT ADVISOR

The Plan Sponsor is authorized to appoint and now engages NIA to provide discretionary investment advisory services to Plan Participants who elect to have their Accounts managed by NIA. NIA hereby accepts this appointment, subject to the terms and conditions of this Agreement. NIA's authority under this Agreement remains in effect until changed or terminated pursuant to the termination provision (Section VIII) of this Agreement. Unless otherwise specified, for Plans that are record kept by Nationwide or Nationwide Affiliate on a single Nationwide recordkeeping system, NIA's appointment and authority under this Agreement shall apply to all employee benefit plans sponsored by the Plan Sponsor. If the Plan Sponsor desires to exclude a plan from coverage under this Agreement, now or at a later date, the Plan Sponsor must notify NIA of such individual plan's exclusion or termination of services under this Agreement in accordance with Section VIII of this Agreement. For Plans that are record kept by a third-party service provider or vendor, NIA's appointment and authority under this agreement shall apply only to the individual Plan as listed above.

II. PROACCOUNT PROGRAM DESCRIPTION

The ProAccount program is a discretionary managed account service offered by NIA ("ProAccount") for defined contribution plans participants and certain other employee benefit plan participants who desire professional guidance in managing their self-directed retirement plan account. ProAccount offers individualized investment advice using an investment process developed and maintained by an independent financial expert ("IFE") hired and overseen by NIA.

Under ProAccount, the IFE develops and maintains managed account portfolios ("Portfolios") based on all eligible investment options available under the Plan's menu of investments, and for certain product platforms, the IFE has access to all investment options available on the product platforms ("ProAccount Investments"). In its evaluation of ProAccount Investments for inclusion in the Portfolios, the IFE takes into account the maximum range of asset fees associated with the Nationwide Retirement Program, but does not consider the specific asset fees charged by the Nationwide Retirement Program to the Plan. Certain Portfolios could include allocations to investments offering a guaranteed lifetime income benefit. The guaranteed income benefit provided by these investments could be forfeited based on action taken by You or based on the IFE's changes to its Portfolios.

In addition, the Plan may offer investment options other than ProAccount Investments, including, but not limited to, individual stocks, employer stock, guaranteed certificate funds, certain collective investment funds and participant allocations to certain group fixed annuity contracts (collectively, "Non-ProAccount Investments"), which will not be considered by the IFE in the development of the Portfolios. ***Plan Sponsor hereby acknowledges that any employer-directed assets, Non-ProAccount Investments, or assets held in self-directed brokerage accounts are not eligible for ProAccount and will remain invested in their current manner until further action is taken by the Plan Participant or the Plan outside of ProAccount to move such assets into other investments that are eligible for ProAccount management.*** You further acknowledge that when a Participant enrolls in ProAccount, all of their existing investments that qualify as ProAccount Investments are liquidated when they enroll in ProAccount with the proceeds being allocated to their Participant Account. Such liquidation could result in a forfeiture of any current or future benefits offered by the investment options, including, but not limited to, guaranteed income benefit that a Participant may have been entitled to prior to the liquidation.

NIA will exercise authority by managing the Participant Accounts in accordance with the investment process as communicated by the IFE. In accordance with instructions from the IFE, NIA will rebalance Participant Accounts at least quarterly and more frequently if determined by the IFE that such rebalance is appropriate. In accordance with current policies and procedures, Plan Participants electing ProAccount will complete documentation, including the ProAccount Questionnaire (the "Questionnaire"), as part of the enrollment process. The Questionnaire is a tool developed by the IFE to help identify Plan Participant's risk tolerance, investment horizon, and retirement objectives. In addition to the Questionnaire, additional information provided by Plan Participants through recordkeeping systems, interactive online planning tools, such as the My Interactive Retirement Planner tool, and other financial risk tolerance questionnaire(s) may be used by NIA and provided to the IFE to further refine their investor profile. Such information will only be used if it is determined to be sufficiently reasonable and complete.

If You have elected ProAccount as the Qualified Default Investment Alternative ("QDIA") or default investment alternative for Your plan, participant contributions and any existing balances eligible for ProAccount will be placed in a moderate risk portfolio based on the participant's age. When used as a QDIA or default investment alternative, ProAccount may have limited participant information. However, participants can choose to affirmatively select ProAccount and provide additional information to allow for a more individualized risk-tolerance analysis. For Plans subject to ERISA, consistent with the Department of Labor's guidance on the requirements of Qualified Default Investment Alternatives under the pension Protection Act of 2006, investments that charge a redemption fee to participants will also be treated as Non-ProAccount Investments.

The IFE may use investment options for which NIA or an affiliate acts as an investment adviser ("Affiliated Investments"). With respect to the IFE's investment of Plan Participant Accounts in Affiliated Investments, Nationwide Affiliates neither endorse nor encourage the IFE's use of Affiliated Investments. ***The Plan Sponsor acknowledges that Plan Participant Accounts may be invested in Affiliated Investments.***

The IFE is not a party to this Agreement, and there is no contractual relationship between the Plan and the IFE. Services provided by the IFE are provided to NIA and all fees and expenses charged by the IFE for its services are paid by NIA. The advice provided to Plan Participants under ProAccount is limited to the independent advice provided based on the Portfolios created by the IFE, which NIA cannot modify. By signing this Agreement, You agree that NIA has discretion to terminate its relationship with the IFE at any time, without notice to You, and engage the services of a suitable replacement.

III. OBLIGATIONS AND REPRESENTATIONS OF THE PLAN SPONSOR

The Plan Sponsor agrees to notify NIA of any change to the Plan Documents that affects NIA's rights or duties to the Plan or Plan Participants. If such a change occurs, NIA must agree to the modifications that impact NIA's rights or duties in writing.

The Plan Sponsor represents that the Plan is operated, and NIA's appointment is, in compliance with all applicable federal and state laws, rules and regulations.

IV. OBLIGATIONS AND REPRESENTATIONS OF NIA

If the Plan is subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended by law, NIA acknowledges that NIA is an "investment manager," as defined by Section 3(38) of ERISA and the Internal Revenue Code of 1986, as amended, (the "Code") and also acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in this Agreement). NIA agrees that in performing its duties and obligations under this Agreement, NIA will act in conformity with this Agreement, the agreement between NIA and the Plan Participants, the requirements of the Advisers Act, and all other applicable law.

NIA represents that it is registered as an investment adviser with the SEC under the Advisers Act and each of its representatives are properly registered, licensed and/or qualified to act as such under all applicable federal and state securities statutes and regulations.

NIA does not have any duty, responsibility or liability for Plan assets that are not part of the Participant Accounts that NIA manages through ProAccount. As part of this Agreement, NIA will not provide investment advice regarding, or have fiduciary responsibility for, the selection and monitoring of investment options available in the Plan.

NIA shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held in ProAccount.

V. PROACCOUNT FEES

For purposes of services rendered to Plan Participants, the Plan Sponsor hereby approves, subject to specific approval by each Plan Participant electing ProAccount, a participant level advice program fee ("ProAccount Fee") as outlined in the attached ProAccount Schedule of Fees. The ProAccount Fee is separate from the fees and expenses charged by investment options offered through the Plan and in addition to any trustee, custodial, asset, service, administrative or transactional fees that the Plan Participants or the Plan may incur through the Nationwide Affiliate retirement programs.

The ProAccount Fee shall be calculated daily based on the market value of the Plan Participant's ProAccount Investments and withdrawn quarterly in accordance with each Plan Participant's investment advisory agreement with NIA. The Plan Sponsor hereby consents to the withdrawal of the ProAccount Fee from the applicable Plan Participant Accounts and agrees that it will use its best efforts to facilitate payment of such ProAccount Fee. If this Agreement terminates before the end of an applicable calendar quarter, then a pro-rata share of the ProAccount Fee will be withdrawn from the Plan Participant Accounts for the portion of the calendar quarter that elapsed prior to the termination.

To the extent permitted by applicable law or regulation, Nationwide Affiliates may receive payments from, or in connection with, ProAccount Investments selected by the IFE for inclusion in the Portfolios. The IFE's fees for services provided in connection with ProAccount are not based on or affected by the presence or number of the ProAccount Investments the IFE selects for the Portfolios or otherwise influenced by the payments NIA or its affiliates may receive from such investment options.

Certain ProAccount Investments may impose a trade restriction on certain transactions. It is possible that transactions initiated by NIA for ProAccount may result in the imposition of trade restrictions on one or more investment options held in Plan Participant Accounts. For further information on trade restrictions, including whether they will be applicable to any of the investment options within the Plan Participant Accounts, more information can be found in individual fund prospectus or other investment option disclosure material.

In addition to the above, if the Plan is not subject to ERISA, certain ProAccount Investments may charge a redemption fee and a transaction initiated by NIA may result in the imposition of such redemption fee. Redemption fees vary in amount and application from investment option to investment option. Any redemption fee will be deducted from the Plan Participant's ProAccount Account balance. More information on redemption fees can be found in the individual fund prospectus or other investment option disclosure material.

VI. INDEMNIFICATION, LIMITATION OF LIABILITY, AND RISK ACKNOWLEDGMENT

Each party agrees to hold harmless, defend and indemnify the other party (including its directors, officers, employees, affiliates and agents) from and against any and all claims, liabilities, losses, costs, damages or expenses (including, without limitation, cost of litigation and reasonable attorneys' fees) (collectively, "Losses") arising out of or attributable to the indemnifying party's (i) willful misconduct, bad faith, criminal activity, or gross negligence, (ii) material breach of this Agreement or the material inaccuracy of any representation or warranty provided hereunder, or (iii) violation of any law to which such party is subject.

Plan Sponsor, on behalf of the Plan, agrees to hold harmless, defend and indemnify NIA (including its directors, officers, employees, affiliates and agents) from and against any and all Losses arising out of or attributable to NIA's following directions or carrying out instructions, or using obsolete, inaccurate or incomplete information, given or furnished by the Plan or its agents.

A party that seeks indemnification under this Section VI must promptly give the indemnifying party written notice of any legal action. A delay in notice does not relieve an indemnifying party of any liability to an indemnified party, except to the extent the indemnifying party shows that the delay prejudiced the defense of the action. The indemnifying party may participate in the defense at any time or it may assume the defense by giving notice to the other party. After assuming the defense, the indemnifying party: must select an attorney that is satisfactory to the other party; is not liable to the other party for any later attorney's fees or for any other later expenses that the other party incurs, except for reasonable investigation costs; must not compromise or settle the action without the other party's consent (but the other party must not unreasonably withhold its consent); and is not liable for any compromise or settlement made without its consent.

If the indemnifying party fails to participate in or assume the defense within 15 days after receiving notice of the action, the indemnifying party is bound by any determination made in the action or by any compromise or settlement made by the other party.

The parties represent and warrant that the indemnification in this Section VI is enforceable under applicable law and that neither party will assert a position contrary to such representation in any judicial or administrative proceeding. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Plan Sponsor may have under federal or state securities law.

Risk Acknowledgment

NIA uses reasonable care, consistent with industry practice, in providing advisory services through ProAccount. All investments in securities involve risk and investing through ProAccount does not guarantee a profit or eliminate market or investment risk. Investment return and principal amounts will fluctuate with market conditions, and Participant Accounts may lose money. Past performance of investments is no guarantee of future results. The analysis and advice provided by the IFE and delivered by NIA depends upon a number of factors, including the information You or the Plan Participants may provide, various assumptions and estimates, and other considerations. As a result, the advice developed, and the recommendations provided are not guarantees that Plan Participants will achieve their retirement goals or anticipated performance. The investment advice to Plan Participants contemplated by this Agreement relates only to the Participant Accounts within the Plan(s) subject to this Agreement that are subject to an investment management agreement between NIA and a Plan Participant and will not apply to any other assets a Plan Participant may own.

VII. CONFIDENTIALITY

Each party agrees that it will not, without the prior written consent of the other party, at any time during the term of this Agreement or any time thereafter, except as may be required by applicable law or as necessary to facilitate the implementation of services hereunder, use or disclose to any person, firm or other legal entity, including any affiliate or other representative of the party, any confidential records, secrets or information related to the other party (collectively, "Confidential Information"). Confidential Information shall include, without limitation, information about the other party's products and services, customer lists, customer or client information, Plan and Plan Participant information, and all other proprietary information used by a party in its business. ***The parties acknowledge and agree that all Confidential Information that it has acquired, or may acquire, was received or will be received in confidence. Each party will exercise the utmost diligence to protect and guard such Confidential Information.***

The Plan Sponsor or such other authorized individual ***(1) acknowledges that it is authorized to provide Confidential Information, including but not limited to Plan Participant information, to NIA and/or its affiliates for the operation of ProAccount, and the provision of such information does not violate any Plan or company provisions or policies; and (2) authorizes the sharing of Plan Participant information among NIA and its affiliates as necessary for the operation of ProAccount.***

VIII. TERM OF AGREEMENT

This Agreement is effective the date it is signed below. ProAccount will be made available to the plan when all required documents are fully completed, signed, and received by NIA and further accepted by NIA as evidenced by internal records maintained by NIA or its designated agent. This Agreement will continue until terminated by either party upon at least 30 days' advance written notice to the other. The Agreement will terminate immediately if the Plan terminates its participation in a Nationwide Affiliate's Retirement Program. In the event NIA terminates its relationship with the current IFE and has not designated a successor IFE, this Agreement will automatically terminate upon written notice from NIA. The Plan Sponsor understands that upon termination of this Agreement, the Participant Accounts will remain invested in ProAccount Investments last allocated by NIA until such time as Plan Participants make changes to their individual Accounts.

IX. MISCELLANEOUS**Notices**

All notices required to be delivered under this Agreement will be delivered by U.S. first class mail, overnight courier, electronic mail, or other method as agreed upon by the parties, in each case prepaid as applicable, to NIA at the address provided below and to the Plan Sponsor at the address provided on the signature page of this Agreement (or to such other addresses as the parties may specify to one another in writing):

Nationwide Investment Advisors, LLC
Attention: Nationwide ProAccount
10 W Nationwide Blvd. Mail Stop 05-05-201J
Columbus, OH 43218-2797
Phone: 888-540-2896
Email: proacct@nationwide.com

Notices will be deemed received on the earlier of (1) three days from the date of mailing, or (2) the day the notice is actually received by the party to whom the notice was sent.

Disclosure Documents

As an SEC registered investment adviser, NIA provides its Privacy Policy, Form ADV Parts 2A and 2B ("Form ADV"), and Form CRS before or at the time You enter into this Agreement. The Form ADV is a disclosure document that summarizes the investment advisory services provided by an investment adviser registered with the SEC and/or the states. The Form ADV contains information regarding the services, fees, risks, and expenses associated with ProAccount.

By signing this Agreement, you agree to receive the above-mentioned disclosure documents and other required regulatory notices in electronic format including a web address or email containing a link to such web address. NIA may use the e-mail address provided by you to deliver regulatory notices and other disclosure documents. It is your obligation to inform NIA of any changes to your e-mail address. Until informed otherwise, NIA will rely on and deliver regulatory notices and other disclosures to the e-mail address you last provided. The current versions of the Form ADV, the Form CRS. And Privacy Policy are available free of charge online at nationwide.com/proaccountadv. You have the right to request a paper copy, free of charge, of such disclosure documents at any time by calling Nationwide at 888-540-2896. You acknowledge having received and reviewed the above-mentioned disclosure documents upon entering into this Agreement.

Entire Agreement; Amendment

This Agreement and any attachments, for example, the ProAccount Schedule of Fees, constitutes the entire agreement between the parties and supersedes any prior agreements whether oral or written, among the parties relating to the subject matter of this Agreement. **The Plan Sponsor represents that no markings, alterations or amendments have been made to the Agreement and acknowledges that any such modifications would not be binding on NIA.** This Agreement may be amended by NIA upon 30 days' prior written notice to the Plan Sponsor and may be amended immediately to the extent required by applicable law.

Headings

All Section headings in this Agreement are for convenience of reference only and do not form part of this Agreement. Section headings will not, in any way, affect the meaning or interpretation of this Agreement.

Waiver

No delay by either party in requiring performance by the other shall affect the right of such party to require performance; no waiver by either party of any breach will be construed as a waiver of any subsequent breach or as a waiver of the provision itself or any other provision.

Survival

The terms and provisions of "Indemnification, Limitation of Liability, and Risk Acknowledgment," "Confidentiality," and "Miscellaneous" sections will survive the termination of this Agreement.

Assignment

Neither party may assign this Agreement (within the meaning of the Advisers Act), any of the rights, duties, or obligations of this Agreement without the other party's prior consent. Any assignment in violation of this provision shall be void and of no force or effect.

Force Majeure

Neither party shall be liable for failure to perform if the failure results from a cause beyond its control, including, without limitation, fire, electrical, mechanical, or equipment breakdowns, delays by third party providers and/or communications carriers, civil disturbances or disorders, terrorist acts, strikes, acts of government authority or new governmental restrictions, or acts of God.

Severability

Should any provision of this Agreement be held invalid or unenforceable by any court, arbitrator, statute, rule or otherwise, the remaining provisions of this Agreement will not be affected thereby and will continue in full force and effect to the fullest extent practicable.

Governing Law

This Agreement and its enforcement will be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of law provisions or principles. Nothing herein will be construed in any manner inconsistent with the Advisers Act or any rule or order of the SEC, as applicable.

IN WITNESS WHEREOF, the Plan Sponsor, on behalf of the Plan, has executed this Agreement to be effective upon the date signed below.

Plan: Superstition Fire & Medical District

Signature: _____ Date: _____

Printed Name: Anna Butel

Title: Administrative Services Director

Plan Address: 565 N. Idaho Road Apache Junction AZ 85119

Plan Contact/Phone Number: 480-982-4440 x 140



Nationwide ProAccount®
Nationwide Investment Advisors, LLC
 Fee Disclosure and Description Guide

Page 6 of 6

If applicable by law, this disclosure is intended to fulfill the 408(b)(2) requirements of the Employee Retirement Income Security Act of 1974.

Item: Services

Location: Plan Sponsor Agreement- ProAccount Program Description Section

Description: The ProAccount program is a discretionary managed account service offered by NIA (“ProAccount”) for retirement plan participants who desire professional guidance in managing their self-directed retirement plan account. ProAccount offers individualized investment advice using an investment process developed and maintained by an Independent Financial Expert (“IFE”).

Item: Status

Location: Plan Sponsor Agreement- Obligations and Representations of NIA Section

Description: If the Plan is subject to the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended by law, NIA acknowledges that it is an “investment manager,” as defined by Section 3(38) of ERISA and the Internal Revenue Code of 1986, as amended, (the “Code”) and also acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in the Agreement).

Item: Direct Compensation

Location: Plan Sponsor Agreement- ProAccount Fees Section and ProAccount Schedule of Fees

Description: NIA receives an annual ProAccount fee of up to 1.00% (“ProAccount Fee”). Refer to the attached ProAccount Schedule of Fees for exact fees charged to your plan.

Item: Indirect Compensation

Location: N/A

Description: NIA does not receive indirect compensation in connection with ProAccount.

Item: Compensation Paid Among Related Parties

Location: N/A

Description: Compensation among NIA and its related parties is not paid on a transaction basis or charged against, or reflected in, the net value of the plan's investment.

Item: Compensation for Termination of Contract or Arrangement

Location: Plan Sponsor Agreement – Termination Section, ProAccount Fees Section, and ProAccount Schedule of Fees

Description: There is no termination fee. If the plan or Plan Participant terminates ProAccount before the end of an applicable calendar quarter, then a pro-rata share of the ProAccount Fee will be withdrawn from the Plan Participant Accounts for the portion of the calendar quarter that elapsed prior to the termination.

Item: Manner of Receipt of Compensation

Location: Plan Sponsor Agreement- ProAccount Fees Section

Description: The ProAccount Fee is calculated daily based on the market value of the Plan Participant's ProAccount Investments and withdrawn quarterly in accordance with each Plan Participant's investment advisory agreement with NIA.

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



Nationwide ProAccount
 Schedule of Fees

This Schedule of Fees supplements the Plan Sponsor Agreement between the Plan and Nationwide Investment Advisors, LLC. Terms used in this Schedule of Fees and not defined herein will have the meanings assigned to them in the Agreement.

In consideration of services rendered to Plan Participants, the Plan Sponsor hereby approves, subject to specific approval by each Plan Participant electing ProAccount, the application of a ProAccount fee as described below.

Account Balance	Annual Program Fee
The first \$99,999.99	0.65%
The next \$150,000	0.60%
The next \$150,000	0.55%
The next \$100,000	0.50%
Assets of \$500,000 and above	0.45%

If the ProAccount Fee applies to multiple plans of the Plan Sponsor, the ProAccount Fee will reflect the aggregate account balances of all accounts if the criteria in (i) through (iii) below are met. When a participant has multiple accounts subject to the ProAccount Fee, the aggregate account balances will be used to achieve a lower percentage fee based on the participant's total assets in ProAccount subject to the restrictions below:

- i. the fee structure across the multiple plans must be exactly the same in terms of the percentage fee and breakpoint tiers as described in the chart above;
- ii. the participant's retirement plan accounts must be under the same participant identification code in a Nationwide Affiliates' Retirement Program record-keeping system; and
- iii. the participant's retirement plan accounts must be combined in a single account statement generated from the Nationwide Affiliate's Retirement Program record-keeping system.

The ProAccount Fee is deducted on a pro rata basis from the Participant's separate plan accounts. The ProAccount Fee is separate from the fees and expenses charged by investment options offered through the Plan and in addition to any trustee, custodial, asset, service, administrative or transactional fees that the Plan Participants or the Plan may incur through a Nationwide Affiliate's Retirement Program. The ProAccount Fee is calculated daily based on the Participant's daily balance and such fee is deducted quarterly in accordance with each Plan Participant's investment advisory agreement with NIA. If this Agreement ends before the end of the applicable calendar quarter, then a pro-rata share of the ProAccount Fee will be deducted from the Plan's Account. The Plan Sponsor hereby consents to the deduction of the ProAccount Fee from the applicable Plan Participant Accounts and agrees that it will use its best efforts to facilitate payment of such ProAccount Fee.

NIA may be recommended to certain retirement plan sponsors through an arrangement with a solicitor. The solicitor is not authorized to make changes to the Agreement, Schedule of Fees, or provide investment advice on behalf of NIA. Solicitor fees are payable out of the ProAccount Fee. To the extent applicable, additional information about this arrangement is provided in a separate Solicitor Disclosure Statement, a copy of which is attached to your separately executed Schedule of Fees.

As permitted by applicable law, affiliates of NIA may receive payments from, or in connection with, investment options selected by the IFE which are included in the Portfolios. In addition, the IFE may select certain investment options for which an investment advisory affiliate of NIA acts as investment adviser. The IFE's fees for services provided under ProAccount are not related to the investment options the IFE selects for the Portfolios or otherwise influenced by the payments affiliates of NIA may receive from such investment options.

Certain ProAccount Investments may charge a redemption fee or impose a trade restriction on certain transactions. Redemption fees vary in amount and application from investment option to investment option. It is possible that transactions initiated by NIA under ProAccount may result in the imposition of redemption fees or trade restrictions on one or more investment options held in Plan Participant Accounts. Any redemption fees will be deducted from the Plan Participant's ProAccount Account balance. For further information on redemption fees or trade restrictions, including whether they will be applicable to any of the investment options within your Plan, please consult the individual fund prospectus or other investment option disclosure material.

IN WITNESS WHEREOF, the Plan Sponsor, on behalf of the Plan, has executed this Schedule of Fees to be effective upon the date signed below.

Plan: Superstition Fire & Medical District

Signature: _____ Date: _____



Mutual Fund Service Fee Payments

Nationwide Retirement Solutions, Inc. and its affiliates (Nationwide) offer a variety of investment options to public sector retirement plans through variable annuity contracts, trust or custodial accounts. Nationwide may receive payments from mutual funds or their affiliates in connection with those investment options. For more detail about the payments Nationwide receives, please visit www.nrsforu.com.

In Process



Customer Identification Program Disclosure

Important Information About Procedures For New Clients

Section 326 of the USA Patriot Act requires financial institutions, including broker/dealers, to have a Customer Identification Program. Nationwide Retirement Solutions is required to give its new clients notice about its Customer Identification Program.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each client, when you agree to contract with Nationwide.

What this means to a governmental deferred compensation plan: As part of our Customer Identification Program, we will ask you for your name, address, tax identification number, and other information that will allow us to identify you. Your organization may be contacted by Nationwide to help verify this information. There is no action required on your part in this process, other than providing the necessary information for verification.



Nationwide Investment Services Corp. (NISC) Disclosure Statement

Nationwide Investment Services Corp. (NISC), a subsidiary of Nationwide Financial Services, Inc., firmly believes in the value of pre-planning for business interruptions. In an effort to serve both our internal and external customers by providing on-going service operations, NISC has developed a business continuity plan to address the possibility of a significant business disruption.

Should an event occur that hinders our ability to conduct normal business operations, NISC has secured remote locations to resume critical business operations within a reasonable period of time. Should business functions be interrupted by the loss of a primary business facility, associates and/or “work” would be relocated to an alternate NISC site. In the event of a systems facility loss, applications would be redirected to their primary recovery location, which could be an alternate NISC facility or a remote recovery service provider. The hierarchical structure of the NISC recovery plans includes the ability to address incidents that are department, facility, city, state or regional in nature.

It is NISC’s intention to transact business during an interruption whenever possible. Depending on the nature and severity of the interruption, recovery timeframes may vary. For small scope outages, i.e. business unit or single application disruption, recovery timeframes would be controllable and limited. With processing and servicing functions primarily concentrated in the in the Midwest, a regional disruption could have extended recovery timeframes that range from hours to days. To help mitigate this risk, redundant networks, alternate remote systems recovery sites and alternate power sources are included in our recovery strategy.



FACTS

WHAT DOES NATIONWIDE DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Federal and state laws also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances, transaction history, and credit history
- Assets and insurance claim history

How? All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Nationwide chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Nationwide share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don’t share
For our affiliates’ everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes— information about your creditworthiness	No	We don’t share
For our affiliates to market to you	No	We don’t share
For nonaffiliates to market to you	No	We don’t share

Questions? Call 1-800-882-2822 ext. 614-249-6985 or go to www.nationwide.com/privacy

Who we are

Who is providing this notice?

Nationwide Financial Services, Inc., Nationwide Life, Harleysville Life, Nationwide Retirement Solutions, Inc., Nationwide Investment Advisors, LLC, Nationwide Fund Distributors, LLC, Jefferson National, and the Nationwide Family of Companies (collectively “NFS”).

What we do

How does Nationwide protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state laws. These measures include computer safeguards and secured files and buildings. We limit access to your information to those who need it to do their job.

How does Nationwide collect my personal information?

We collect your personal information, for example, when you

- apply for insurance or give us your contact information
- pay your insurance premiums or file an insurance claim
- show your driver’s license

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can’t I limit all sharing?

Federal and state laws give you the right to limit only

- sharing for affiliates’ everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies. *Our affiliates include nonfinancial companies, such as companies with the Nationwide name, such as Nationwide Mutual Fire Insurance Company and Nationwide Mutual Insurance Company. Visit nationwide.com for a list of affiliated companies.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies. *NFS does not share with nonaffiliates so they can market to you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you. *NFS doesn’t jointly market.*

Other important information

Nevada Residents: We are providing you this notice under state law. You may request to be placed on our internal Do Not Call list by sending an email with your phone number to privacy@nationwide.com. You may request a copy of our telemarketing practices. For more on this Nevada law, contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; phone number: 1-702-486-3132; email: BCPINFO@ag.state.nv.us; Nationwide, 1000 Yard Street GH-2D-OCA1, Columbus, OH 43212; 1-877-233-3370; privacy@nationwide.com.

For Vermont Customers: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at www.nationwide.com/privacy or call 1-877-233-3370.

For insurance customers in AZ, CT, GA, IL, ME, MA, MT, NV, NJ, NM, NC, ND, OH, OR, and VA only: The term “Information” means information we collect during an insurance transaction. We will not use your medical information for marketing purposes without your consent. We may share your Information with nonaffiliates without your prior authorization as permitted or required by law. We may share your Information with insurance regulatory authorities, law enforcement, and consumer reporting agencies. Information we obtain from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others.

To request access to or deletion of your personal information, send a written letter to: **Nationwide, 1000 Yard Street GH-2D-OCA1, Columbus, OH 43212.**

Include your name, address, and your policy, contract, or account number, and describe the information you wish to access or delete. **You may correct inaccurate personal information** by visiting Nationwide.com or calling your agent. We can’t change information other companies, like credit agencies, provide to us. You’ll need to ask them to change it.

California Residents: Learn more about your rights under the California Consumer Privacy Act by visiting www.nationwide.com/privacy.

Appendix C

C. 2025 Native American Arts Festival Medical Staffing Agreement

Submitted By

Assistant Chief Richard Mooney

Background/Discussion

The Native American Arts Festival Medical Staffing Agreement is an annual contract between the Superstition Fire & Medical District and the Superstition Mountain Museum. The Native American Arts Festival is scheduled for January 18 & 19, 2025. The Superstition Mountain Museum will provide an on-site medical room.

Financial Impact(s)/Budget Line Item

The contract provides cost recovery for personnel while generating revenue for the apparatus.

Enclosure(s)

2025 Native American Arts Festival; Medical Staffing Agreement





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

November 20, 2024

Dave McElligott– Assistant Director
Superstition Mountain Museum
4087 N. Apache Trail
Apache Junction, AZ 85119
giftshop@superstitionmountainmuseum.org
Phone: 602-733-4925

2025 Native American Arts Festival; Medical Staffing Agreement

Dave McElligott,

This Medical Staffing Agreement represents the cost associated with providing Emergency Medical Services (EMS) to staff a Medical Aid Station for the Native American Arts Festival on January 18th & 19th, 2025. This joint agreement between the Superstition Mountain Museum and the Superstition Fire & Medical District is only valid for the scheduled January 18th & 19th, 2025 events. This agreement provides for one EMT Basic provider and one Paramedic Advanced provider to serve as medical aid services as required by the Pinal County Special Event Permit.

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 EMT, basic level provider, to staff a medical aid station at the special event located at 4087 N. Apache Trail, Apache Junction, AZ 85119 on Saturday & Sunday, January 18 & 19, 2025 from 9:00 am until 4:00 pm.
2. Provide all necessary advanced life support equipment required for Paramedic level care.
3. Provide all necessary disposable medical supplies.
4. Provide communications equipment for 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.

Superstition Mountain Museum Obligations:

1. Agree to payment for services of one (1) State Certified Paramedic provider and one (1) State Certified EMT provider to staff a medical aid station at the special event located at 4087 N. Apache Trail, Apache Junction, AZ 85119 on Saturday, January 18, 2025, & Sunday, January 19, 2025, from the hours of 8:00 am until 4:30 pm (8.5 hours total per provider) per Schedule 'A' (attached).
2. Provide a secure and centralized location for staging an Emergency Vehicle. This location should 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. Provide unobstructed access at all times for emergency vehicle traffic into the event.
6. The hand washing station is equipped with water and hand soap/sanitizer and is located within the medical aid station.

Miscellaneous Provisions:

1. Indemnification: To the fullest extent permitted by law, Superstition Mountain Museum 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 the Superstition Mountain Museum, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance the Superstition Mountain Museum 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 more than funds appropriated and allotted for the purposes outlined in this Agreement.

If parties agree upon all conditions and obligations, the Fire District and Superstition Mountain Museum, this document, and representative(s) signature(s) shall be considered and accepted as a binding agreement. Affixed signatures and payment receipt must be received before the scheduled event date at our administration office located at 575 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

Native American Arts Festival

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 8.5 hours each (8:00 am through 4:30 pm) [1.5 hours for travel, and pre- and post-event for set-up and take-down]

Personnel costs for each person who may work at the event: Cost of 8.5 hours

- | | | |
|-----------------------|-----------|----------|
| • Certified Paramedic | \$85/hour | \$722.50 |
| • Certified EMT | \$75/hour | \$637.50 |

Apparatus Cost (0800-1630) 8.5 hours

- | | | |
|------------------|--------------|----------|
| • Fire Apparatus | \$50.00/hour | \$425.00 |
|------------------|--------------|----------|

Total Cost: (Personnel cost/hour plus apparatus cost/hour) \$1785

*These costs represent average overtime rates for personnel based on current SFMD special event overtime rates. If needed, these costs can be used to calculate additional resources.

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.

Appendix D

D. Disposition of Salvaged Titled UTV

Submitted By

Assistant Chief Richard Mooney

Background/Discussion

The Superstition Fire & Medical District would like to dispose of the recently salvaged UTV. The vehicle's engine has been damaged from being laid on its side while running for an extended period of time. SFMD has already removed the parts that can be used on our other UTVs. The UTV would be sold as a no-warranty item. SFMD would be looking for at least a \$7,000 minimum bid from the public.

Financial Impact(s)/Budget Line Item

Any money collected from the sale can offset the cost of the recently purchased UTV. The money would be added to the general fund.

Enclosure(s)

No items



Appendix E

E. UKG TeleStaff Cloud Migration Agreement

Submitted By

Lauren Daniel, Information Systems Manager

Background / Discussion

UKG TeleStaff is SFMD’s scheduling software for 56-hour employees. It is currently hosted on an SFMD server.

UKG is transitioning all self-hosted customers to their new cloud-hosted environment. Migrating to cloud hosting will shift the burden of server maintenance and software updates from SFMD staff and PNI to UKG. It will also ensure that software updates are not delayed by staff availability since they will be managed by UKG.

Financial Impact/Budget Line Item

Account: 6301 Computer Software/Support

- There is a one-time migration fee to be billed once this agreement is signed.
- The new subscription cost will be billed at \$1,224 per month once the migration has occurred.
- This project was included in the FY 2024/2025 budget.

Item	Amount	100 Fund (67%)	150 Fund (33%)
Migration Fee (One-Time Cost)	4,999.94	3,349.96	1,649.98
New Annual Subscription Cost (Billed Monthly)	14,688.00	9,840.96	4,847.04

Enclosure(s)

UKG TeleStaff Cloud Migration Agreement for signature





ORDER FORM

Quote#: Q-233081
Expires: 27 Dec, 2024
Sales Executive: Felice Dennison
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 13 Nov, 2024

Customer Legal Name:
SUPERSTITION FIRE & MEDICAL DISTRICT

Ship To: SUPERSTITION FIRE & MEDICAL DISTRICT
565 NORTH IDAHO ROAD
APACHE JUNCTION, AZ 85119 USA

Customer Legal Address:
565 NORTH IDAHO ROAD, APACHE JUNCTION, AZ 85119
USA

Bill To: SUPERSTITION FIRE & MEDICAL DISTRICT
565 NORTH IDAHO ROAD
APACHE JUNCTION, AZ 85119 USA

Bill To Contact:

Ship To Contact: Lauren Daniel

Ship to Phone: 480-982-4440
Ship to Mobile: 4803261839
Contact: Lauren Daniel
Email: lauren.daniel@sfmd.az.gov

Currency: USD
Customer PO Number:
Solution ID: 6108071
Initial Term: 36 months
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: 90 Days from the Effective Date
Data Center Location: USA

Subscription Services

Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG TELESTAFF CLOUD	153	USD 8.00	USD 1,224.00
Total Price			USD 1,224.00



Professional Services - Fixed Fee

Billing Frequency: Billed 100% upon signature of the order form

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG LAUNCH FIXED FEE	Grouped	1	USD 4,999.94	USD 4,999.94
Total Price				USD 4,999.94

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 1,224.00

Item	Total Price
Total Fixed Fees	USD 4,999.94

Order Notes:

This Order is entered into between Customer and UKG Kronos Systems LLC (formerly known as Kronos Incorporated), subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and UKG Kronos Systems LLC (as the "Contractor"), as amended ("Contract #18220"). The TeleStaff Cloud Software Application as listed on this Order as subject to the Sections A and K of Contract #18220).

The parties agree that Customer is transitioning from their existing TeleStaff perpetual software licenses (the "Existing Applications") to the TeleStaff Cloud software as a service offering in the Google Cloud Platform. Software Support for the Existing Applications shall continue, in accordance with UKG support policies, for up to 60 days after first production use of TeleStaff Cloud by Customer, but in no event beyond December 31, 2025, and shall terminate thereafter.

UKG Telestaff Cloud Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order, commencing on the Billing Start Date. As of the Billing Start Date, UKG will credit Customer for any pre-paid but unused fees for Software Support for the Existing Applications. Customer may apply credits against any amounts owed to UKG by Customer until such credit is expended. Customer shall continue to pay the Software Support on the Existing Applications until the Billing Start Date.

The fees for the Subscription Services are invoiced 60 days prior to the Billing Start Date.

The Statement of Work attached to this order form is incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

SUPERSTITION FIRE & MEDICAL DISTRICT		UKG Kronos Systems LLC	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
<p>The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.</p>			

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

<https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions>

UKG Statement of Work for SUPERSTITION FIRE & MEDICAL DISTRICT

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the Professional Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between Parties. The scope of services described herein are fixed price and subject to the same terms and conditions as the corresponding Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of Work. In the event of a conflict or discrepancy between the terms in this SOW and the MSA, the MSA shall prevail.

1. Professional Services in Scope

The Customer has engaged UKG to provide the following Professional Services:

Service	Description
Purpose	This SOW provides for a move from UKG TeleStaff to the Google Cloud Platform. If applicable, a Version Upgrade will be performed to align to the current Cloud version.
Phase 1: Migration to UKG Telestaff Cloud	<p>UKG will provide:</p> <ul style="list-style-type: none"> • Introduction call • Cloud overview call • Installation of UKG TeleStaff Cloud (1) PROD and (1) DEV • System overview call • Testing support • Go-live support <p>Only those Customizations explicitly defined in Phase 2 of this SOW (if applicable) will be migrated.</p>
Phase 1: Authentication	UKG will configure and test Multi-Factor Authentication (MFA)

2. Service Parameters

The following parameters provide an additional set of considerations as it applies to the Project and Professional Services described in this document:

Item	Parameters
Project Assumptions	<ul style="list-style-type: none"> • The target duration for Phase 1 of this project is 8 working weeks. • Phase 2 will begin as soon as possible, with team assignment anticipated within 30 days after Phase 1 completion, and is expected to be completed within 4 working weeks. • All services will be delivered remotely. • Customer is responsible for migration of the database to MS SQL prior to the move to the Cloud if database is not currently MS SQL. • Move to the Cloud does not include customizations, configuration changes, new features or functionality, other than what is required to facilitate the move to the Cloud. • Customer is responsible for testing the cloud database, not to exceed a (4) week time period and should mimic current end to end persona-based tasks. • The project will be closed after eight weeks if customer testing stalls and forward progress toward go live on the cloud database ceases.
Scope Changes and Pricing	<ul style="list-style-type: none"> • Any stated project duration is for guidance only and expected to be as set out in this SOW based upon UKG's experience with UKG customers and solutions. Scope changes are subject to review and may impact the project duration and cost. If additional work beyond the initial scope of this SOW is needed, a separate Service Request will be required. • If the Customer requires services not specified in this SOW, those services will be scoped based upon complexity and billed at the then current rate. • UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG. • UKG's quoted pricing does not include customization to the Subscription Service(s). A customization is defined as any system change that extends the Subscription Service(s) beyond what is provided by the delivered Subscription Service(s). Additional fees will apply if customization is required. Annual maintenance fees apply to all customizations. These fees are 15% of the cost of the customization. • UKG's quoted pricing does not include the Excluded Items set out in this SOW

Item	Parameters
Customer Tasks and Communication	<ul style="list-style-type: none"> Both UKG and the Customer's project team will complete assigned tasks by mutually agreed upon due dates as set forth in the project plan. UKG will not be responsible for delays caused by the Customer's failure to provide adequate resources for the project or complete tasks promptly. UKG will communicate with the Customer's project manager, the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer. All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized service request or work order. Travel expenses are not included and will be invoiced separately as incurred.

3. Service Requests

Requests for changes to this SOW, additional scope, or activities outside of this planned project scope must be submitted to the UKG project manager in writing or in the form of an electronic service request.

The following excluded items are considered out of scope and will require a service request ("Excluded Items"):

- Material changes in the defined scope or effort
- Material changes in the number or type of work items to meet the defined scope of effort
- Changes to the project remote delivery model
- Changes to the project duration

UKG will estimate the time and costs needed to implement the change and its impact on the project's delivery. UKG will perform the requested work once the service request has been completed and signed by the Customer.