

VERSION 1.0

April 16, 2025



BOARD OF DIRECTORS MEETING

April 16, 2025

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 April 16, 2025

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

Phone Conference ID: 575 587 553#

The Board will convene on Wednesday, April 16, 2025, 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 March 2025 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(I) 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 March 19, 2025
- B. Banner Occupational Health Renewal
- C. Agreement AZ Department of Forestry and Fire Management ARPA Grant Award
- D. Agreement for Advisory Services with Galloway Asset Management

5. Discussion and possible adoption of Resolution 2025-04-16-04 ordering and authorizing all matters necessary for a bond election to be held on November 4, 2025.

6. Discussion and possible approval of changing the July 2025 Board Meeting date.

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

7. 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

President Colt Weddell

8. New Business / Future Agenda Items.

9. Announcements and Document Signing.

10. 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: April 10, 2025

At: 1500 Hours

By: Tanya Anderson

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 – April 16, 2025

Agenda Item: 1

Agenda Item Title

Review and approval of the March 2025 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 March 2025 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 **March 2025**:

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



April 2025

Governing Board Meeting – April 16, 2025

Agenda Item: 2

Agenda Item Title

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

Submitted By

Fire Chief John Whitney

Assistant Chief Brian Read

Assistant Chief Richard Mooney

Background/Discussion

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

April Service Anniversaries

21 Years of Service

Deputy Fire Marshal **Tina Gerola**

8 Years of Service

Transport Paramedic **Ryan Tonelli**

7 Years of Service

Transport Paramedic **Michael Bigg**

6 Years of Service

Transport Paramedic **Levi Unzeitig**



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Governing Board Meeting – April 16, 2025

Agenda Item: 3

Agenda Item Title

Call to the Public

A.R.S. §38-431.01(I)

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 – April 16, 2025

Agenda Item: 4

Agenda Item Title

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

- A. Board Meeting Minutes from March 19, 2025 – **Appendix A**
- B. Banner Occupational Health Agreement – **Appendix B**
- C. Agreement AZ Department of Forestry and Fire Management ARPA Grant Award - **Appendix C**
- D. Agreement for Advisory Services with Galloway Asset Management - **Appendix D**

Background/Discussion

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

Recommended Motion

“Motion to approve the consent agenda items for April 16, 2025.”



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Governing Board Meeting – April 16, 2025

Agenda Item: 5

Agenda Item Title

Consideration and possible adoption of resolution 2025-04-16-04 ordering and authorizing all matters necessary for a bond election to be held on November 4, 2025

Submitted By

John Whitney, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

Resolution of the district board of Superstition Fire & Medical District of Pinal and Maricopa counties, Arizona, ordering and calling a special bond election to be held on November 4, 2025, in and for the district, to submit to the qualified electors thereof the question of selling and issuing general obligation bonds of the district.

Financial Impact(s)/Budget Line Item

TBD

Enclosure(s)

Resolution 2025-04-16-04

Recommended Motion

"Motion to approve Resolution 2025-04-16-04 ordering and authorizing all matters necessary for a bond election to be held on November 4, 2025."



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RESOLUTION NO. 2025-04-16-04

RESOLUTION OF THE DISTRICT BOARD OF SUPERSTITION
FIRE & MEDICAL DISTRICT OF PINAL AND MARICOPA
COUNTIES, ARIZONA, ORDERING AND CALLING A
SPECIAL BOND ELECTION TO BE HELD ON NOVEMBER 4,
2025, IN AND FOR THE DISTRICT, TO SUBMIT TO THE
QUALIFIED ELECTORS THEREOF THE QUESTION OF
SELLING AND ISSUING GENERAL OBLIGATION BONDS OF
THE DISTRICT

WHEREAS, the District Board of Superstition Fire & Medical District of Pinal and Maricopa Counties, Arizona (the “District”), hereby finds and determines that the capital needs of the District can best be financed through the sale and issuance of general obligation bonds of the District; and

WHEREAS, the sale and issuance of such general obligation bonds must first be authorized by a majority of the qualified electors of the District at a special bond election called for such purpose;

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD OF SUPERSTITION FIRE & MEDICAL DISTRICT OF PINAL AND MARICOPA COUNTIES, ARIZONA:

Section 1. That a special bond election in and for the District be and the same is hereby ordered and called to be held on November 4, 2025 (the “Election”), a day not less than one hundred eighty (180) days from the date of the adoption of this Resolution, at which time there shall be submitted to the qualified electors of the District the question of selling and issuing general obligation bonds of the District in the aggregate principal amount and for the purposes set forth in the hereinafter described “Official Ballot” (the “Bonds”).

Section 2. That the Election shall be called and notice thereof given by (i) publishing at least twice in a newspaper of general circulation in the District not less than one week apart during the six calendar weeks preceding one hundred fifty (150) days prior to the date of the Election, (ii) publishing at least twice in a newspaper of general circulation in the District not less than one week apart during the six calendar weeks preceding twenty (20) days prior to the date of the Election, (iii) posting in at least three (3) public places within the District not less than twenty (20) days prior to the date of the Election, and (iv) publishing once a week during each of the three (3) calendar weeks preceding the calendar week of the Election in a newspaper of general circulation in the District, in each case, the hereinafter described “Order, Call and Notice of Special Bond Election.” The Fire Chief of the District is hereby authorized and directed to cause the same to be done in accordance with the provisions of Sections 16-227, 16-228 and 48-806, Arizona Revised Statutes, as amended, and this Resolution.

Section 3. That the Order, Call and Notice of Special Bond Election shall be in substantially the form attached and marked as the Exhibit hereto.

Section 4. That the Official Ballot shall be in substantially the form included in the Order, Call and Notice of Special Bond Election, with such changes as shall be approved by Chair of the District Board, the Fire Chief of the District or his designee, and is hereby incorporated in this Resolution by this reference.

Section 5. (A) That notice of the Election may also be given by mailing an informational pamphlet (the “Informational Pamphlet”) to each household with the District that contains a registered voter not less than thirty-five (35) days before the date of the Election.

(B) That the Informational Pamphlet, if used, shall be prepared by the Fire Chief of the District, and the Fire Chief of the District is hereby authorized and directed to cause the Informational Pamphlet to be provided as and under the circumstances described herein in the form he deems acceptable.

(C) That the District hereby sets the date of August 8, 2025, at the hour of 5:00 p.m., as the deadline to submit arguments “for” and “against” the authorization to issue the Bonds if the Informational Pamphlet is used.

(D) That the Fire Chief of the District is hereby authorized to request arguments “for” and “against” the subject matter of the Election by providing notice in the form and by the means he deems acceptable if the Informational Pamphlet is used.

(E) That the Informational Pamphlet, if used, shall contain, as nearly as practicable, the information required by Section 35-454, Arizona Revised Statutes, and a sample of the Official Ballot, and shall be in a form the Fire Chief of the District deems acceptable.

Section 6. (A) That the Election shall be held, conducted and canvassed in conformity with the provisions of the election laws of the State of Arizona, except as otherwise provided by law, and only such persons shall be permitted to vote at the Election who are qualified electors of the District.

(B) That absentee/early voting with respect to the Election shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes.

(C) That the Election may be conducted (i) using either electromechanical or electronic vote recording and ballot counting equipment or paper ballots at polling places, or (ii) as a mailed ballot election as provided in Section 16-409, Arizona Revised Statutes, as shall be determined to be in the best interests of the District by the Elections Department of Pinal County, Arizona and Maricopa County, Arizona, as applicable (the “County”), and the Chair of the District Board and the Fire Chief of the District.

(D) That the Chair of the District Board and the Fire Chief of the District are authorized and directed to take all actions, including entering into a contract with the County Recorder of the applicable County to obtain precinct registers for the Election and to enter into an agreement with the Elections Department of the applicable County to conduct the Election for the District.

(E) That all expenditures as may be necessary to order, notice, hold and administer the Election are hereby authorized.

(F) That the Chair of the District Board and the Fire Chief of the District are hereby authorized to take all necessary action to facilitate the Election including all such actions as are necessary to assist the Elections Department of the applicable County in conducting the Election and performing its duties.

PASSED, ADOPTED AND APPROVED by the District Board of Superstition Fire & Medical District of Pinal, Arizona, on April 16, 2025.

.....
Chair, District Board, Superstition Fire & Medical
District of Pinal and Maricopa Counties, Arizona

ATTEST:

.....
Clerk, District Board, Superstition Fire & Medical
District of Pinal and Maricopa Counties, Arizona

EXHIBIT

ORDER, CALL AND NOTICE OF SPECIAL BOND ELECTION

TO THE QUALIFIED ELECTORS OF SUPERSTITION FIRE & MEDICAL DISTRICT OF PINAL AND MARICOPA COUNTIES, ARIZONA (THE “DISTRICT”):

A special bond election will be held on November 4, 2025 (the “Election”). The purpose of the special bond election is to permit the qualified electors of the District to vote on the question included in the following form of the Official Ballot.

SAMPLE BALLOT

Shall the District Board of Superstition Fire & Medical District of Pinal and Maricopa Counties, Arizona, be authorized to sell and issue general obligation bonds of Superstition Fire & Medical District of Pinal and Maricopa Counties, Arizona, in the aggregate principal amount of not to exceed \$33,800,000, to provide funds to construct, renovate, improve, equip and furnish fire stations and other District facilities, acquire apparatus, vehicles and equipment, liquidate indebtedness with respect to the foregoing, and pay all necessary costs in connection therewith; said general obligation bonds to bear interest at a rate not to exceed 8% per annum and to mature over a period of not to exceed 20 years from the date of their issuance and may be sold at prices that include premiums not greater than permitted by law?

FOR THE BONDS ☐

AGAINST THE BONDS ☐

The aggregate principal amount of the bonds to be authorized at the Election shall be \$33,800,000; the maximum rate of interest to be paid thereon shall be not more than 8% per annum; the minimum and maximum number of years bonds of any issue or series authorized at the Election may run from their date shall be 1 year and 20 years, respectively; the District currently has \$1,977,000 aggregate principal amount of general obligation debt outstanding and the statutory debt limit of the District is \$33,784,517, being 6% of the net limited assessed property value of the taxable property in the District (which debt limit is based on a value provided by the assessors of Pinal County, Arizona and Maricopa County, Arizona for 2024/2025).

[INSERT INFORMATION REGARDING METHOD AND CONDUCT OF ELECTION PURSUANT TO TITLE 16 AND SECTION 48-806, ARIZONA REVISED STATUTES].

SUPERSTITION FIRE & MEDICAL DISTRICT
OF PINAL AND MARICOPA COUNTIES,
ARIZONA

By /s/ Kathleen Chamberlain

.....
Chair, District Board, Superstition Fire &
Medical District of Pinal and Maricopa Counties,
Arizona

ATTEST:

/s/ Connie Van Driel

.....
Clerk, Superstition Fire & Medical District of
Pinal and Maricopa Counties, Arizona

Governing Board Meeting – April 16, 2025

Agenda Item: 6

Agenda Item Title

Discussion and possible approval of changing the July 2025 Board Meeting date.

Submitted By

Anna Butel, Administrative Services

Background/Discussion

SFMD has recognized a scheduling conflict for the July 16, 2025, meeting. During that same week, the AFDA/AFCA Leadership Conference will also be held. Many of our members are scheduled to attend, and it is essential that we remain engaged with industry trends, best practices, and new opportunities.

Staff recommends changing the board meeting date to July 23, 2025, or another date in the following week.

Financial Impact(s)/Budget Line Item

n/a

Enclosure(s)

n/a

Recommended Motion

“Motion to approve the July 23, 2025, Board of Directors meeting date ”



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Governing Board Meeting – April 16, 2025

Agenda Item: 7

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 – April 16, 2025

Agenda Item: 8

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 – April 16, 2025

Agenda Item: 9

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 – April 16, 2025

Agenda Item: 10

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



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Appendix A

A. Board Meeting Minutes from March 19, 2025

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)

March 19, 2025 Board Meeting Minutes





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

Governing Board Meeting Minutes

March 19, 2025

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, March 19, 2025. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

[THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 PM.](#)

A. Call to Order

Clerk Van Driel (acting Chairman) called the meeting to order at 5:31 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Steve May.

C. Roll Call

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

Senior Leadership Team in attendance were Fire Chief John Whitney, Assistant Chief Brian Read, Deputy Chief Cranmer, Deputy Chief Dave Pohlmann, Battalion Chief Dan Elliot, Battalion Chief Tanner Fox, Transportation Services Director Billy Warren, Administrative Services Director Anna Butel. Also in attendance was Valerie Blodgett, Administrative Specialist / Board Secretary. Attorney William Whittington and Sarah Simonton with James Vincent Group attended via conference phone.

1. Review and approval of the February 2025 financial reports and bank reconciliations.

Motion by Director Jason Moeller to approve the February 2025 financial reports and bank reconciliations.

Seconded by Director Shawn Kurian

Vote 3 ayes, 0 nays, **MOTION PASSED.**

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

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

March Anniversaries

13 Years of Service

Lance Frawley, Captain/Paramedic

Matt Perez, Engineer/Paramedic

Ryan Philips, Engineer/Paramedic

Daniel Elliott, Battalion Chief

Bryan Heun, Captain

Ryan Ledbetter, Captain/Paramedic

Adam Rodriguez, Captain/Paramedic

Wayne Emerson, Firefighter

Brian Garten, Engineer/Paramedic

5 Years of Service

Justin Elliott, Firefighter/Paramedic

Community Appreciation

Lost Dutchman RV Resort \$1500

Golden Sun RV Resort \$772

Lost Dutchman RV Resort - Dreamstitchers Quilt Guild \$600

Golden Vista RV Resort – Christian Women \$1000

Residents of West End Gypsum St. of Golden Vista RV Park \$100

3. Call to the Public.

None

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

- A. Board Meeting Minutes from February 19, 2025
- B. PSPRS 457(b) Plan Adoption Agreement
- C. Great Places to Work Institute Agreement
- D. 2025 Bubbles and Brews Medical Services Contract
- E. Pinal County Amendment to Lease Agreement
- F. PSPRS Joinder Agreement Supplement

Motion by Director Jason Moeller to approve all consent agenda items for March 19, 2025.

Seconded by Director Shawn Kurian

Vote 3 ayes, 0 nays, MOTION PASSED

5. Discussion and possible approval of the Fire District's Independent Auditor's Report and related financial statements for the fiscal year ending June 30, 2024, as required by Arizona Revised Statute §48-253, and as presented by Baker Tilly US, LLP – Certified Public Accountants.

Steven May from BakerTilly Presented the 2024 Audit to the board where he found the following information:

- **Audit Completion and Opinion:**
 - The audit was completed, and the report was issued on February 20, 2025.
 - An unmodified opinion was given, indicating the financial statements are free from material misstatement and present fairly in accordance with U.S. GAAP.
- **Compliance and Internal Controls:**
 - No instances of noncompliance or other matters were found.
 - No material weaknesses in internal controls were identified.
- **Federal Grants Single Audit:**
 - Major Programs audited: Coronavirus State and Local Fiscal Recovery Funds.
 - No findings were reported.
- **Audit Procedures and Findings:**
 - Various controls were tested with no reportable findings.
 - No significant unusual transactions or difficulties encountered.
 - No disagreements with management.
 - No corrected or uncorrected misstatements identified.
 - No other audit findings or issues were identified.
- **Management Consultations and Compliance:**
 - Management did not consult with other accountants regarding auditing or accounting matters.
 - No non-compliance with laws and regulations was identified.
 - No instances of known or suspected fraud were found.
 - No issues related to the District's ability to continue as a going concern.
- **Related Parties:**
 - No significant findings or issues related to the District's related parties.
- **Nonattest Services Provided:**
 - Financial statement preparation, adjusting journal entries, and preparation of Part II of the Data Collection Form.
 - GASB No. 34 conversion entries were prepared.

Motion by Director Jason Moeller to approve the Fire District's Independent Auditor's Report and related financial statements for the fiscal year ending June 30, 2024, as required by Arizona Revised Statute §48-253, and as presented by Baker Tilly US, LLP – Certified Public Accountants.

Seconded by Director Shawn Kurian

Vote 3 ayes, 0 nays, **MOTION PASSED**

6. Discussion and possible approval of Budget Planning and Tax Rate Approval for the Fiscal Year 2025/26 Preliminary Budget.

Staff is planning on using the following tax rates in preparation for the FY 2025/2026 budget:

100 Fund

\$3.69 (with the intent of \$1.5M annually transferred to the 200 Fund for future capital purchases)

500/600 Funds

\$0.11

Preliminary District Budget Goals

- Capital Improvement
- Contractual increases
- Compromised Staffing
- Cost of Living Adjustment (COLA) for all employees
- Training enhancements
- Financial Reserve enhancement
- Facilities improvements
- Continue multi-fiscal year plan to accomplish cancer screening on employees not previously scanned
- Rising costs – costs of goods and services

Preliminary Major Budget Goals

100 Fund

- Continued focus on decreasing compromised staffing
- Ensure hiring timing/efficiency continues
- Increase Financial Reserve
- Address training needs
- Civilian Cancer Screening continuation

150 Fund

- Decreasing occurrences of "Level Zero" during peak time(s)

200 Fund

- Establishing a \$1.5M dedicated revenue stream now that the 5-year special assessment has sunset
- Strategize and fund capital purchases necessary to maintain District operational effectiveness
- FY 25/26 Focus – Facility Maintenance and Apparatus Replacement (FS261, New Ladder (2025), Capital Replacement)

Motion by Director Jason Moeller to approve Budget Planning and Tax Rate Approval for the Fiscal Year 2025/26 Preliminary Budget

Seconded by Director Shawn Kurian

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

7. Discussion and possible action regarding updates on the 2025 potential bond election.

Session #1

- Introductions
- Process Approach
- District History & Overview
- Fire District Funding Basics
- Legislative Challenges
- Budget Process, Overview, Challenges & Steps Taken

Session #2

- Vision, Mission, Values
- Labor/Management process
- Recruitment & Retention
- Bond Process Overview
- Capital Replacement Plan
- Capital Needs
- Challenges of Capital Funding

Session #3

- Fire Station 263 Tour
- Fire Station 261 Tour
- Q & A
- Preliminary Recommendation Discussion

Session #4

- Training Center Tour
- Session Recap
- Q & A
- Final Recommendations
- Spokesperson Identification
- Appreciation

Bond Next Steps

- Board Presentation – April 16th
 - Citizens Advisory Committee
 - Stifel
 - Greenburg Traurig
 - HighGround
- Submit Call for Election to Pinal County – May 8th
- Build Internal Webpage – After April 16th
- Document Development (FAQs, Talking Points, Voter Pamphlet)
- Community Meetings
- Voter Mobilization

8. Fire Chief Report

Chief Whitney reported on the following:

- Public Managers Meeting
- AFSI, AFDA, AFCA
- Lost Dutchman Days Parade
- Chief Executive Officer Program
- Admin Specialist & Interviews
- Bond Meetings
- Budget Meetings
- Captains Meeting
- Legislative meetings
- Fire Chief Forum
- Acting Fire Chief Download
- AZ Department History Discussion
- Pinal County BOS Work Session
- Meeting with AJ City Manager, Chief of Police, and AJUSD Superintendent
- Pasi3n En La Colina Del Cascabel Homeowners Association
- City of AJ Staff meet/greet and station tour
- Professional Development Meeting

Fire Chief Kudos

- Dan Elliott
- Zach Leon
- Lance Frawley
- Dave Endres
- Chase Andrews
- Chris Wohlforth
- Travis Yates
- Sean Matuszewski
- Caleb Brown
- Zach Rodenburg
- Christian Gomez
- Alex Avakian
- Steven Hammer
- Adam Rodriguez
- Brian Garten
- Sedona Brugman
- Geof Shively
- Jose Sepulveda
- Sophie Boukatch
- SFMD 25-1 Recruit FF's

Emergency Services

Chief Read Reported on the following for Emergency Services:

- SFMD Recruitment team attended 2 events

- AJHS Career Day
- ASU Career Fair
- Lost Dutchman Days Rodeo and Carnival
- Renewed NREMT – Paramedic Certification
- Captains Meeting
- Budget Meetings – Capital Request and Emergency Services
- Supported Fire Ops 101 with Engine and R266
- BP Checks – Canyon Vista & Dolce Vita
- East Valley AC Meeting
- Regional Operations Consistency Committee
- Regional Spec Ops Meeting – Attended by Chief Walka
- FS263 hosted a station tour for Roadhaven Men’s Fellowship – Tina Gerola facilitated
- Blues and Brews Pre-Plan Meeting
- Fire Chief Forum
- E262 stopped by Golden Vista RV to support the Christian Women’s group – Tina Gerola facilitated
- FS263 hosted a ride-along for City of AJ Staff
- E263 assisted with live fire drills for Recruit Class 25-1
- Chief Rocha attended S-200 Initial Attack Commander Class
- 4 Persons attended S-230 Engine/Crew Boss Class

Significant Incidents

- 02/24/2025 – Residential Fire on W Shiprock Ave. Double-wide trailer with active fire on the east side. Interior crews located and controlled the fire’s seat, achieving containment with smoke damage throughout the residence. No Civilian or FF injuries reported. 30 chickens in residence, 29 made it out safely.
- 02/24/2025 – 2 n 1 Medical – W Broadway and S Saguaro. Single vehicle into a wall. One immediate patient was treated and transported to Vista
- 03/11/2025 – Commercial Fire on E US 60. L264 initial dispatch for check smoke L264 on scene upgraded to 1st alarm. Crews attempted an interior attack, with reports of high heat with low visibility. BC261 with command switching strategies from offensive to defensive. Fire control with no reported injuries.
- 03/17/2025 – Trail Rescue. Report of injured hiker off trail in rugged terrain. Drone 201 located patient ½ mile off trail. PCSO helo ops utilized a hoist to extract the patient. SFMD crews evaluated, treated, and transported patient.

Divisional Report Training & EMS

Deputy Chief Dave Pohlman Reported on the Divisional Report for Training and EMS:

- Data Quality Project
- Captains Conferences – further developing our data quality and capture
- CAC - Tactical Sets and Reps and Practical Evaluation
- CQI Committee
- Citizens Advisory Committee tour of the RTC
- Budget process meetings for M&O and Capital
- Thank you, Eng. Matt Perez, while assigned to light duty, Matt ran most members through N95 testing.
- Vector Solutions Workshop – Regional

- ImageTrend Regional Workshop

Training

Battalion Chief Dan Elliott Reported the Following for Training:

- Recruitment Process
 - Assessment Center
 - 5 Drill stations
 - Beep Test, Search and Rescue, Puzzle Drill, Hose Re-bed, and ropes and knots
 - Metrics – Communication, ability to follow directions, teamwork, attitude, and effort
 - 64 candidates sent to Intern Academy
 - Intern Academy:
 - 30 candidates completed the two-day Intern Academy
 - Ladder Training Progress
 - Completed 1st Quarter Ladder Training objectives successfully
 - Transitioning to 2nd Quarter training, with drill station locations pending determination
 - Technical Rescue Team (TRT) Training
 - Confined space and steep angle training to enhance team preparedness
- Can Act Programs:
 - Certified three new Can Act as Captains (CAC)
 - Certified one new Can Act as Engineer (CAE)
- Professional Development and Workshops:
 - Attended a Vector Solutions workshop in Glendale to explore advanced operational solutions
 - Participated in the B and C Shifts Captains Quarterly Meeting focusing on documentation
- Supported Unified Command during the Lost Dutchman Rodeo, ensuring effective coordination.
- Operational Leadership and Support:
 - Attended Fire Ops 101 and led the Search and Rescue Station, providing hands-on guidance.
 - Assisted the East Valley Regional Academy (EVRA) with live fire training exercises.

EMS

Battalion Chief Tanner Fox Reported on the following for EMS

- EleGARD 4-month Review
- LDD Rodeo and Carnival Unified Command
- NREMT Renewal
- EMS and CQI Committee Meetings
- Station 4 medication dispensing machine
- EMS ROCC
- Vector Solutions Regional Workshop in Glendale
- ImageTrend Regional Workshop in Scottsdale

Transportation Services

Transportation Services Director Billy Warren Reported on the following for Transportation Services:

- EMS ROCC
- East Valley Agencies Meeting
- AEMS Functional Group Meeting, AEMS Education Committee Meeting
- Lost Dutchman Days Parade
- Zoll Ventilator Demo
- SFMD EMS Committee Meeting
- Budget Meetings
- Monthly Transportation Volume
- CON compliance through February 2025

Support Services

Deputy Chief Jeff Cranmer Reported the following for Support Services:

- AJHS Career Fair
- Brookdale First Responder Pancake Breakfast
- Station 263 Tour for Men's Fellowship Group
- Station 263 Tour for Family Birthday
- Golden Vista RV Resort Women's Christian Group
- Valley Fire Marshals Meeting
- Monthly Special Events Meeting
- Fire Prevention Discussion at Superstition Vista
- Lost Dutchman Days Wrap-Up Meeting
- LEPC Sub-Committee Meeting
- Budget Meetings
- Fire Chief Forum
- Pinal County Supervisor Meetings for Wildland Discussion
- Fire Investigation Class (DC Cranmer)
- 5th Grade Hands-Only CPR Demonstrations
- Fire Prevention Activities
- Community Activities

Resource

Deputy Chief Jeff Cranmer reported the following for Resource:

- Investigator Class
- Shiprock Fire
- Hose Test
- New E261
- Engineers Check-Off with Shop Mechanics
- Rotate Apparatus through Annex for PM
- Garage Doors
- Facility PM
- Budget Process Meetings
- Uniform Committee
- Recruit Uniforms
- PPE Turnouts
- Bills and Purchases

Administrative Services

Administrative Services Director Ann Butel Reported on the following for Administrative Services:

- Bond Meetings
- Citizens Advisory Meetings
- Fire Chief Forum
- Budget Meetings
- Panel Interview Admin Specialist
- Admin Standup Meeting
- Nationwide Transition Meetings
- ADEQ – Emergency Response Fund
 - SFMD received 2 MSA Multi–Gas Detector and Calibration Cylinders

Recruit Firefighter Process Numbers

- Assessment Center
 - 172 Signed Up
 - 152 Attended
 - 111 Passed & Sent to Interview
 - 64 Passed Interview
 - Intern Academy
 - 30 Invited
 - 26 Attended
 - 9 Passed & Moving to an Interview with the Fire Chief

9. New Business / Future Agenda Items

None

10. Announcements / Document Signing

None

11. Adjourn

Motion by Director Jason Moeller to adjourn the board meeting at 7:01 p.m.

Seconded by Director Shawn Kurian

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

Governing Board Approval:

Board Clerk Connie Van Driel

Appendix B

B. Banner Occupational Health Renewal

Submitted By

HR Manager Alena Sampson

Background / Discussion

Banner Occupational Health has been providing services for our industrial injuries and this is a new 2-year agreement that began on March 1, 2025, and which replaces the agreement dated March 1, 2023.

Financial Impact/Budget Line Item

Included in the worker's compensation paid by insurance

Enclosure(s)

Banner Occupational Health Agreement





March 1, 2025

Superstition Fire & Medical District
Tanya Anderson
565 N. Idaho Road
Apache Junction, AZ 85119

FEIN 86-0311208

Dear Tanya Anderson;

Thank you for choosing Banner Occupational Health –Arizona, LLC, an Arizona limited liability company (“Banner”), as the occupational healthcare provider for Superstition Fire & Medical District ("Company").

The term of this letter agreement (this "Agreement") will begin on March 1, 2025 (the “Effective Date”) and will continue for a period of 2 year(s). Any extension periods agreed to in writing by both parties. This Agreement may be terminated by either party at any time, without cause and without penalty, by giving the other party at least 30 days’ prior written notice. As of the Effective Date, this Agreement terminates, supersedes, and replaces the letter agreement between Company and Banner dated effective March 1, 2023 (Contract # 0241-02-54056).

Banner is committed to providing Company with employee medical evaluations and health screenings as required by Company’s personnel policies or as requested by Company, subject to federal and state law. The services to be provided and prices that will be charged are outlined below. All services provided by Banner will be subject to the terms of this Agreement.

Services:

Audiogram	\$32.50
Breath Alcohol Test	\$36.75
Chem Panel/CBC/Cardiac Risk/UA	\$60.50
Chest X-Ray 1-View	\$115.50
Chest X-Ray 2-View	\$152.50
DOT Certification w/Fire Physical	\$38.50
DOT Physical	\$99.75
Drug Screen Collection	\$35.50
Drug Screen 11-Panel	\$65
EKG	\$60

Exercise Stress Treadmill	\$260
Fit for Duty Exam	\$335 per hour
Hepatitis A Vaccine	\$115.75 each
Hepatitis B Titer	\$60
Hepatitis B Vaccine	\$110.25 each
MMR Titer	\$75
MMR Vaccine	\$150
Occult Blood	\$42
Pelvic Exam & PAP Smear	\$125
PFT	\$42
Physical Exam	\$149
Provider Visit after positive TB	\$60.75
PSA	\$66
Return to Work Type 1	\$105
Return to Work Type 3	\$200
TB Skin Test	\$31.50
TB Questionnaire	\$31.50
Tetanus Vaccine	\$55
Titmus Vision	\$26.25
Varicella Titer	\$55
Varicella Vaccine	\$230 each
Injury Care for Workers Compensation billed according to State fee schedule.	

HIV Post Exposure Prophylaxis (PEP) Pricing (needle sticks, blood exposures):

1. Triage Call	\$84.00
2. Licensed Practitioner Intervention	\$183.75
3. Initial Visits	\$105.00
4. Results Visits	\$52.50
5. Follow-up Visit (1 week if on meds)	\$78.00
6. Follow-up Visit (2 weeks if on meds)	\$78.00
7. Follow-up Visit (3 weeks if on meds)	\$78.00
8. Follow-up Visit (4 weeks if on meds)	\$78.00
9. Follow-up Visit (12 weeks)	\$78.00
10. Follow-up Visit (24 weeks)	\$78.00

Costs billed in addition to visits:

Patient Testing:

1. ALT Liver function	\$30.00
2. Blood Chem/CBC/UA (if on meds)	\$60.50
3. Hepatitis B Titer	\$60.00
4. Hepatitis B Vaccine	\$110.25each
5. Hepatitis C Test	\$95.00
6. HIV Test	\$95.00
7. Tetanus	\$55.00

8. Tdap	\$70.00
9. HBIG	Market price
10. Hep C RNA	\$350.00

Source Testing:

1. HIV Test	\$95.00
2. Hepatitis C Test	\$95.00
3. Hepatitis B Antigen	\$60.00

Medications:

One week supply of the following medications (maximum of four (4) weeks on meds)

AZT	*Billed at pharmacy rate plus 20%*
Combivir	*Billed at pharmacy rate plus 20%*
Indinavir	*Billed at pharmacy rate plus 20%*
Lamivudine	*Billed at pharmacy rate plus 20%*

Upon Company's request, Banner will provide reports to Company unless applicable law requires Banner to maintain the confidentiality of the reports and to only provide them to the employee, in which case the employee must authorize Banner to disclose them to Company. Company will be solely responsible for the use and dissemination of these reports. Company will hold Banner harmless from claims arising out of the disclosure and use of information reported to Company.

Banner may be required to obtain informed consent from the employee before Banner can perform certain services. When an informed consent is required, Banner will work to obtain the informed consent.

This Agreement will be governed by the internal substantive law of the State of Arizona, without regard for the conflict of law principles thereof.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by a written instrument signed by both parties to this Agreement. Any other arrangements between the parties are the subject of one or more separate agreements, all of which are listed in one or more databases maintained by Banner.

We look forward to meeting your occupational health needs. Should you wish to discuss the terms of our services, please call Rebecca Twyman at 602-747-1262.

Sincerely,

Amanda Carranza

Amanda Carranza
Senior Director,
Banner Occupational Health & Employee Health Services -Arizona, LLC

Date: March 13, 2025 | 9:34 AM MST

ACCEPTED AND AGREED:

Superstition Fire & Medical District

By: _____

Name: _____

Title: _____

Date: _____

Appendix C

C. Agreement AZ Department of Forestry and Fire Management ARPA Grant Award

Submitted By

Anna Butel, Administrative Services Director

Background/Discussion

The Arizona Department of Forestry notified SFMD of a \$273,200 grant award to purchase a new Type 6 engine.

Staff recommends the board approve acceptance of the grant award.

Financial Impact(s)/Budget Line Item

\$273,200.00 (revenue)

Enclosure(s)

Grant Agreement No. 24-ARPA-109



Arizona Department of Forestry and Fire Management
Grant Agreement No. 24-ARPA-109
ARPA Grant Program

This grant agreement (“Agreement”) is entered into by and between the (“Grantee”) Arizona Department of Forestry and Fire Management (“State Fire” or “State”) and (“Sub-grantee”), **Superstition Fire & Medical District (SBEMPXSDCX49)**, pursuant to authorities granted under Arizona Revised Statute 37-1302.

I. PURPOSE OF AGREEMENT

State Fire is the recipient of funds provided by the State of Arizona for the purpose of improving firefighting capacity within the State of Arizona.

The objective of this funding is to assist communities, which have been identified as having wildfire hazard potential, with fire prevention, critical infrastructure protection, and forest and watershed restoration. This agreement is a sub-award of these State funds.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **December 31, 2027** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **100%** of the total cost of this program. Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (ARPA grant portion) **shall not exceed \$273,200.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of State funds. Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Fire along with detailed supporting documentation. This is a direct award grant program for actual costs incurred on project work. All funds will be sent directly to the subgrantee at the start of the grant. Support documentation must show dates and amounts of all expenses (See Attachment D).

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. The Sub-grantee shall, upon request of the State, participate with State personnel in performing interim and/or final inspections.

IX. PROCUREMENT REQUIREMENTS

The Sub-Grantee shall comply with all applicable provisions of State laws and regulations in regard to procurement of goods and services, and to contracts for repair or restoration of public facilities.

The Sub-grantee shall not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work. The Sub-grantee will not enter into contracts for which payment is contingent upon receipt of State funds. Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement activities that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Fire no later than 30 days after the end of each calendar quarter, or as requested by State Fire. Quarterly performance reports shall follow the format identified in Attachment E or as may be revised by State Fire. Reports (quarterly and final reporting) will contain information on the following: (1) A comparison of actual accomplishments to the goals established for the period and for the entire program or project, (2) Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of cost per unit of output may be required where applicable, (3) Reason(s) for delay if established goals were not met. (4) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. (5) Before and after pictures (required for final report and optional for quarterly reporting). (6)

Mapping in the form of a pdf/paper map and matching shapefiles (if required for final reporting; see Section XI below).

Financial activity (purchases) using grant funds must be submitted in the quarter they are conducted and will be filled out on Attachment F. Purchases must be shown as a drawn down of the total dollar amount disbursed.

Cumulative match share must accrue proportionally with reimbursable costs. Each reimbursement request must have the minimum required match share included and documented (minimum cumulative match must reflect equal proportion to the cumulative total amount). It is allowed to document match over the required match share in each reimbursement request and to use this towards the total grant match requirement.*

**If Applicable*

A final accomplishment report and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after the end of the grant term. Final financial reimbursement may be held until all accomplishment reporting is complete and submitted to State Fire.

All accomplishment and financial reports shall be submitted to the State Fire contact as identified below in Section XIII (PRINCIPLE CONTACTS).

Sub-grantee shall immediately notify State Fire of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs outside of the original grant agreement without prior written approval may result in repossession of grant funds.

XI. MAPPING (CHECK ONE) X Required Not Required

Project Center Coordinates (in Decimal Degrees):

Latitude (y-coordinates) 33.420119 Longitude (x-coordinates) -111.545591

Center coordinates are required for all projects, regardless of mapping requirements. If the project requires a mapping component, both a 1-page PDF map and matching GIS (Geographic Information System) polygon data are required prior to project start date and at the time of final accomplishment report submission. Data files (Shapefiles, File Geodatabase, or KML polygons) created using GIS applications, must be submitted showing treatment/project area(s) and their name(s) or parcel number(s). GIS acres must match projected and actual treatment acres.

If the project is for the purchase of capital equipment include a map of the equipment's projected coverage area.

XII. COMPLIANCE AND PERMITS

Grantee agrees that it is responsible for acquiring all permits required by applicable federal, state, and local jurisdictions, prior to treatment. Grantee also agrees that is responsible for adherence to all applicable statutes, regulations, ordinances, and codes promulgated by applicable federal, state, and local jurisdictions, including but not limited to environmental regulations concerning the presence, existence, discharge, emission, or removal of any substances such as by-products, wastes, pollutants, and hazardous and toxic materials.

XIII. PRINCIPAL CONTACTS

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-grantee Contact:

Anna Butel
Administrative Services Director
565 North Idaho Road
Apache Junction, AZ 85119
480-982-4440 x 140
Anna.butel@sfmd.az.gov

Principal Arizona State Fire Contact:

Karl Gehrke
Fire Grants Manager
1110 W Washington, Suite 500
Phoenix, AZ 85007
602/909-9141
kgehrke@dffm.az.gov

XIV. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person, sent by electronic mail, or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
Karl Gehrke CWPP Program Coordinator Arizona Department of Forestry and Fire Management 1110 West Washington, Suite 500 Phoenix, AZ 85007 602-909-9141 kgehrke@dffm.az.gov	Superstition Fire & Medical District Anna Butel 565 North Idaho Road, Apache Junction, AZ 85119 480-982-4440 x 140 Anna.butel@sfmd.az.gov

XV. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Fire reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XVI. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XVII. ATTACHMENTS

The following Attachments are part of this Agreement:

- A.** Project Application
- B.** Detailed Project Plan
- C.** General Provisions
- D.** Documentation of Expenses
- E.** Quarterly Report and Reimbursement Forms

XVIII. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

<u>STATE FORESTRY</u> Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 500 Phoenix, AZ 85007	<u>ACCEPTED BY SUB-GRANTEE</u> Superstition Fire & Medical District 565 North Idaho Road Apache Junction, AZ 85119
--	--

Signature

Signature

Print or Type Name

Print or Type Name

Arizona State Forester

Title

Date: _____

Date: _____

Signature

Print or Type Name

State Fire Management Officer

Date: _____

ATTACHMENT A

**Project Application
(Cover Sheet)**

Applications: Type 6 Engine Replacment

Profile

zachary.leon@sfmd.az.gov

1. Application/Project Title

Type 6 Engine Replacment

2. Organization Name

Superstition Fire and Medical District

Unique Entity Number (UEI)

SBEMPXSDCX49

3. Program/Project Congressional District (check all that apply)

5

4. Program/Project Legislative District (check all that apply)

7, 10

5. Project Goals and Objectives

The Superstition Fire and Medical District (SFMD) serves a rapidly growing community, responding to an increasing number of wildland fires, emergency medical calls, and all-hazard incidents. Our fleet of Type 6 wildland engines plays a critical role in our ability to provide rapid, effective response in challenging terrain. However, aging apparatus and rising maintenance costs threaten our operational effectiveness. This project aims to replace an aging Type 6 wildland engine with a modern, reliable, and more capable unit to ensure continued service and protection for our district. By securing this funding, SFMD will enhance wildfire response capabilities, improve firefighter safety, and support regional mutual aid efforts.

Objectives:

Enhance Wildland Fire Response:

- Replace an aging Type 6 engine with a new, state-of-the-art unit designed for improved durability, maneuverability, and firefighting efficiency in the rugged Arizona landscape.
- Ensure quicker response times and increased effectiveness in initial attack strategies, reducing the risk of large-scale wildfires.

Improve Community Safety and Resilience:

- Strengthen fire suppression capabilities for a growing population facing heightened wildfire risks due to urban expansion and changing climate conditions.
- Minimize property loss and environmental damage by improving SFMD's ability to contain fires before they escalate.

Reduce Maintenance Costs and Increase Reliability:

- Decrease the financial burden associated with maintaining outdated equipment by replacing a high-maintenance, aging unit with a cost-efficient, low-maintenance alternative.
- Ensure vehicle reliability for extended deployments, mutual aid assignments, and emergency operations.

Support Regional and National Firefighting Efforts:

- Maintain SFMD's ability to provide mutual aid support to neighboring jurisdictions, state, and federal wildland fire response efforts.
- Enhance interoperability with regional agencies by deploying an engine that meets current wildland firefighting standards.

Improve Firefighter Safety and Efficiency:

- Equip firefighters with advanced firefighting technology, increased water capacity, and ergonomic design to reduce fatigue and injury risk.
- Provide safer and more effective operations in the wildland-urban interface (WUI) through modernized tools and equipment.

6. Project Timeline

The phases below outlines the key phases for the procurement, acquisition, and deployment of a new Type 6 wildland engine for the Superstition Fire and Medical District (SFMD). This structured approach ensures the timely and efficient use of ARPA funding while maximizing community safety and operational readiness. SFMD is hoping to have a seamless approach to get this vital equipment in service as soon as possible.

Phase 1: Project Initiation and Planning

- Confirm Funding and Grant Agreement
- Review and finalize ARPA grant agreement.
- Establish internal oversight committee for project management.
- Conduct needs assessment based on operational requirements.

Phase 2: Procurement and Contracting

- Develop and publish RFP for engine acquisition.
- Finalize contract and submit purchase order for new Type 6 wildland engine.

Phase 3: Manufacturing and Delivery

- Vehicle Production
- Monitor progress and maintain communication with the manufacturer.
- Engine Delivery and Inspection
- Receive and conduct final inspection of the new apparatus.
- Verify compliance with safety and operational standards.

Phase 4: Training and Deployment

- Provide comprehensive training for SFMD personnel on new engine operations.
- Install necessary firefighting equipment and communication systems.
- Engine Deployment
- Assign new Type 6 wildland engine to frontline service.

Phase 5: Project Evaluation and Reporting

- Performance Evaluation
- Assess vehicle performance in real-world deployments.
- Gather feedback from firefighters and operations staff.
- Submit required reports on grant fund utilization and project impact.
- Ensure compliance with any and all ARPA reporting and auditing requirements.

This timeline ensures the successful acquisition, deployment, and integration of a new Type 6 wildland engine to enhance SFMD's ability to protect the community from wildfire threats. We are committed to transparency, efficiency, and maximizing the impact of ARPA funding for the safety of our residents.

7. Project Justification

The Superstition Fire and Medical District (SFMD) is seeking funding for a new Type 6 brush truck to replace our aging fleet. Our current fleet of brush trucks, which are on average 15-20 years old, requires constant maintenance and repairs, hindering our ability to provide efficient and reliable emergency services. Currently one of our type 6 brush trucks had a catastrophic mechanical issue and is out of service for the foreseeable future. The new brush truck would replace that unit and enhance our operational capacity, particularly in addressing the Wildland Urban Interface (WUI) challenges that our growing district faces.

The Superstition Fire and Medical District encompasses a diverse terrain, including urban, suburban, and wildland areas. This geographical diversity presents unique fire suppression challenges, especially with the increasing Wildland Urban Interface (WUI) areas. Our current fleet of Type 6 brush trucks, essential for rapid response to wildfires and difficult-to-reach areas, has become unreliable due to their age and the extensive wear and tear over the years.

1. Aging Fleet: The current brush trucks are 15-20 years old. Despite rigorous maintenance efforts, they frequently experience breakdowns, leading to increased downtime and repair costs. This unreliability poses significant risks to our ability to respond promptly to wildfires and other emergencies within our service areas.

2. Increased Maintenance and Repair Costs: The aging fleet demands constant repairs, straining our budget and diverting resources from other critical needs. This situation is unsustainable and undermines our operational readiness.

3. Growing District: The SFMD has seen substantial growth, especially with new land development to the south. This expansion has increased the demand for robust fire suppression capabilities to protect lives, property, and the environment.

4. Wildland Urban Interface (WUI) Threats: Our district is surrounded by WUI areas in all directions, making it imperative to have reliable and efficient brush trucks capable of navigating rugged terrains and responding swiftly to wildfire incidents.

To address these pressing challenges, SFMD proposes the acquisition of a new Type 6 brush truck. This advanced firefighting apparatus is specifically designed for rapid deployment in WUI areas and difficult terrains, ensuring we can effectively combat wildfires and protect our growing community.

The acquisition of a new Type 6 brush truck is critical for the Superstition Fire and Medical District to address the challenges posed by our aging fleet and the growing demands of our expanding community. This investment will enhance our ability to respond to wildfires and other emergencies swiftly and efficiently, ensuring the safety and well-being of our residents and environment. We respectfully request your support in funding this essential addition to our fleet, enabling us to continue providing exemplary fire protection and emergency services.

8. Budget

273,162

9. Project Category

SB1720 Project

File Upload Required - Fire Organization Questionnaire - Form A

2024 ARPA_ Fire Organization Questionnaire (Form A).docx.pdf

File Upload Required - Budget Form B

2024 APRA Grant - Budget (Form B) 11-13.docx.pdf

File Upload (Letters of Support)

Upload Vendor/Project Quotes

Type 6 Quote.pdf

Upload Other Attachments (Optional)

Average Score

85.67

of Reviews

3

of Denials

0

View Budget Worksheet

[View Application Goals](#)

Applications: File Attachments

File Upload Required - Fire Organization Questionnaire - Form A

2024 ARPA_ Fire Organization Questionnaire (Form A).docx.pdf

File Upload Required - Budget Form B

2024 APRA Grant - Budget (Form B) 11-13.docx.pdf

Upload Vendor/Project Quotes

Type 6 Quote.pdf

2024 American Rescue Plan Act (ARPA) Grant Form A – Fire Organization Questionnaire

Fire District Name	
Organization Name:	Superstition Fire and Medical District
Communities Served:	Apache Junction and Gold Canyon
Federal Tax ID:	86-0311208
SAM.GOV UEI #:	SBEMPXSDCX49
Fire Chief	
Name:	John Whitney
E-Mail:	john.whitney@sfmd.az.gov
Phone (work/cell):	480-776-9950

Questions must be completed for all Fire Districts:

Organization Questionnaire	
Please complete ALL responses clearly and concisely. Please write "N/A" in those blanks that do not apply to your department. Failure to fully complete an application clearly may result in the loss of eligibility.	
1. Is your agency a Fire District?	
A. Yes	X <input type="checkbox"/>
B. No (Organization does not qualify)	<input type="checkbox"/>
2. Does your department protect a low income Community?	
A. Yes	X <input type="checkbox"/>
B. No	<input type="checkbox"/>
If yes identify community/proof:	Apache Junction
3. What type of department is your community fire organization?	
A. Legal Fire District under A.R.S., Title 48.	X <input type="checkbox"/>
B. Non-profit corporation listed with the Arizona Corporation Commission.	<input type="checkbox"/>
C. Entity of an incorporated town or city.	<input type="checkbox"/>
D. Tribal Community Fire Department	<input type="checkbox"/>

E. Other (please list)		<input type="checkbox"/>	
4. Does your fire department currently have an Intergovernmental Agreement with the Arizona Dept. of Forestry and Fire Management?			
A. Yes		<input checked="" type="checkbox"/>	
B. No (Contact your DFFM District Manager)		<input type="checkbox"/>	
5. Is the grant opportunity identified in your CWPP?			
A. Yes		<input type="checkbox"/>	
B. No		<input checked="" type="checkbox"/>	
If Yes, list CWPP:			
6. What is the average number of fires per year within your jurisdiction (over the last 5 years)?			
A. Structural Fires		76	
B. Wildland Fires		35	
7. How many wildland engines does your department have? What are the types and manufacturing years?			
A. Number of Engines: 4		4 <input type="checkbox"/>	
B. Types and Age: 2004 Ford x 2, 2009 Ford, and 2011 Pierce		<input type="checkbox"/>	
C. Number of Water Tenders: 2000 Support, 2007 Support, 2016 Tactical		3 <input type="checkbox"/>	
8. What is your department's annual budget?			
A. \$0 - \$200,000		<input type="checkbox"/>	
B. \$201,000 - \$300,000		<input type="checkbox"/>	
C. \$301,000 - \$500,000		<input type="checkbox"/>	
D. \$501,000 or more		<input checked="" type="checkbox"/>	
9. Number of times your department has received any grants (monetary or equipment) from the following entities in the last 3 years? (since 2022) For each agency listed below, please indicate whether you received assistance (Y/N) and the amount awarded.			
<u>Granting Organization</u>	<u>Received (Y/N)</u>	<u># Of Grants</u>	<u>Grant Amount</u>
US Dept. of Interior (BLM, NPS, BIA, FWS, etc) Rural Fire Assistance	N		
USDA Forest Service - Volunteer Fire Assistance/RFC	N		
FEMA - Assistance to Firefighters Grant	N		
Arizona State - SB 1720	N		

10. What is the total number of firefighting personnel you have in your department and Engine Boss?	
A. Number of firefighters: B. Engine Boss:	99 FFs, 3 Eng Boss
11. In 2023, what were the percentage of wildfire incidents that were responded to?	
A. 0 – 20%	<input type="checkbox"/>
B. 21 – 40%	X <input type="checkbox"/>
C. 41 – 60%	<input type="checkbox"/>
D. 61 – 80%	<input type="checkbox"/>
E. 81 – 100%	<input type="checkbox"/>
12. Does your Fire District have a SAM.GOV - UEI number?	
A. Yes	X <input type="checkbox"/>
B. No	<input type="checkbox"/>
13. Is your agency registered in APP to receive Electronic Funds transfers?	
A. Yes	<input type="checkbox"/>
B. No	X <input type="checkbox"/>

FORM B – ARPA Grant Budget Form**Fire District's Name:** Superstition Fire and Medical District

Total Project Budget (by project category)			
Budget Detail	<u>Grant Share \$</u> (Amount Requested)	<u>Match \$</u> (Contributed by fire district)	<u>TOTAL</u> (Total of grant and fire dist share.)
		Dollars	
Personnel:	\$0	\$0	\$ 0
Fringe Benefits:	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$ 0
Equipment:	\$273162.00	\$0	\$273162.00
Supplies:	\$0	\$0	\$ 0
Contractual:	\$0	\$0	\$ 0
Other 1:	\$0	\$0	\$ 0
Other 2:	\$0	\$0	\$ 0
TOTAL:	\$273162.00	\$ 0	\$273162.00

Budget Narrative

Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.

(add additional pages if needed). 1500 characters max.

SFMD has received two quotes for the replacement of Brush 264. One in the amount of \$328,180.92 and the other in the amount of \$273,161.43. SFMD would go with the most competitive bid as both are very similar in specifications.

SFMD faces funding struggles due to a variety of factors such as limited tax revenue sources, rising costs, increased demand for services, increased wildfire incidence, voter resistance to tax increases, and the rising costs of insurance premiums to name a few. Current tax levy revenues are real estate \$21,445,008, fire district assistance tax \$400,000, and other tax revenue \$567,340 totaling \$22,426,968. Although this may appear as a healthy amount of revenue it also has to support growth, infrastructure, capital expenses, employee wages and benefits, and general operations. Presently, our growth and associated costs are outpacing our incoming revenue.

Without your support and partnership, SFMD will be unable to acquire this much-needed apparatus. If DFFM considers funding SFMD's proposal but is unable to fund the entire project SFMD is open to matching funding or some type of percentage funding such as a sixty-forty percent split.

Budget Narrative - Continued

3500 characters max.

Our organization is committed to maintaining a high level of service and safety for our community. However, we are currently facing significant financial challenges that hinder our ability to meet our goal. Budget Constraints: Over the past several years, our operational budget has remained stagnant while costs for essential services and equipment have steadily increased. Despite our best efforts to optimize spending, we are unable to allocate sufficient funds for necessary upgrades and replacements of critical firefighting apparatus and equipment. Inflation and Rising Costs: Yes, fire district property tax funding is being outpaced by inflation. Property taxes are the primary source of funding for fire districts, but due to inflation and rising costs, the revenue generated from these taxes is not keeping up with the increasing expenses for essential services and equipment. For example, the cost of a new fire engine has risen significantly over the years, from around \$650,000 in 2020 to \$1.2 million in 2023. Additionally, state regulations and limitations on property tax revenue growth have further constrained the financial resources available to fire districts. This situation has led many fire districts to seek alternative funding sources and make difficult budgetary decisions to maintain operational readiness and service quality. The impact of inflation has significantly outpaced our budget growth, resulting in a substantial shortfall. Unsuccessful Attempts to Secure Other Funding: We have actively sought additional funding sources, including local government grants, private donations, and community fundraising efforts. Unfortunately, these attempts have not yielded the necessary financial support. Our efforts to secure loans and other financial assistance have been met with high interest rates and unfavorable terms, further complicating our financial situation. Financial Distress Beyond Our Control: Economic downturns and unexpected emergencies have strained our financial resources. Events such as natural disasters and public health crises have required us to divert funds from other critical areas. Additionally, legislative changes and reductions in state funding have compounded our financial difficulties, leaving us with limited options for securing additional revenue. By securing grant funding, we can maintain and improve our response times and service quality, ultimately benefiting the safety and well-being of our community. Ensuring Operational Readiness: The financial assistance provided by the DFFM Program would help us address immediate needs and plan for future challenges, ensuring our department remains prepared and resilient. We believe that receiving support through the DFFM Program is essential to overcoming our current financial distress and continuing to provide exceptional service to our community.

BFX Fire Apparatus

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Exp. Date: 06/24/2024
Quote No: 11492-0001 Superstitious Fire - Medical Dist.- 2024
BODY: 643U Model 643U

05/20/2024

Page 1

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00-00-1200	S	General Craftsmanship Requirements	1	SSF
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00-00-9200	S	Sales / Production Drawings	1	SSF
00-00-5700	S	> Payment Terms	1	SSF
51-00-3000	S	Performance Tests and Requirements	1	SSF
00-00-8800	S	Noise Exposure Test	1	SSF
00-00-9400	S	> Weather-Tight Testing	1	SSF
00-00-9750	S	8.00-inch Step Test	1	SSF
00-00-9900	S	Delivery Time	1	SSF
51-00-2000	S	Final Inspection / Delivery Preparations	1	SSF
00-00-9300	S	> Factory Inspection	1	SSF
60-00-0100	S	Delivery Location	1	SSF
61-00-0100	S	Training	1	SSF
00-00-9950	S	Documentation	1	SSF
00-00-2375	S	> Warranty Policies	1	SSF
00-18-1100	S	Type 6 Wildland Light Engine Configuration	1	SSF
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22-07-0750	S	12-Volt Power Sources	1	SSF
00-19-0035	S	Wiring for Radio(s) Installation	1	SSF
00-19-0030	S	Antenna Lead and Base	1	SSF
00-19-0020	S	Interior Map Light	1	SSF
00-19-0015	S	< Backup Alarm	1	SSF
37-22-0700	S	Rancher Rugged Step(s)	1	SSF
00-19-0240	S	Skid Plates / Impact Protection	1	SSF
00-19-0245	S	Ember Separator Screens	1	SSF
00-19-0220	S	Front Bumper / Brush Guard	1	SSF
00-19-0225	S	Rear Bumper	1	SSF
37-20-6500	S	Rear Reciever Hitch	1	SSF

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00-19-0435	S	Wheel Well Area	1	SSF
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00-19-0360	S	< Passenger's Side Compartments	1	SSF
11-22-1360	S	Suction Hose Compartment / Access	1	SSF
00-19-0440	S	Rear Cab Protection	1	SSF
00-19-1115	S	> Wheel Chocks	1	SSF
00-19-0811	S	Rear License Plate Bracket and Light	1	SSF
00-19-0438	S	Apparatus Body Trim	1	SSF
00-19-0346	S	Fold Down Steps	1	SSF
00-19-0345	S	Grab Handles	1	SSF
00-19-1125	S	Nozzle / Hose Clamps	1	SSF
22-05-0100	S	General Wiring Specification	1	SSF
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00-19-0130	S	> Lower Zone C Warning Lights	1	SSF
00-19-0815	S	> Traffic Advisor	1	SSF
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00-19-0105	S	Electronic Siren	1	SSF
00-19-0110	S	Speaker	1	SSF
00-19-0812	S	DOT / Clearance Lights	1	SSF
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00-19-0820	S	> Moveable/Adjustable Work Lights	1	SSF
00-19-0010	S	> Step Lights	1	SSF
00-19-0006	S	Multiplexed Electrical System	1	SSF
22-05-0500	S	Remote Diagnostic Capabilities	1	SSF
00-19-0216	S	SPS Switch Panel and Programming	1	SSF
00-19-0905	S	> NFPA 1900 Electrical System Testing	1	SSF
37-01-4200	S	Vehicle Paint and Finish	1	SSF
00-19-1099	S	Striping and Graphics	1	SSF
00-19-0503	S	< Pump Motor	1	SSF

PART NO	S	DESCRIPTION	QTY	ID
00-19-0521	S	Pump Gear Box	1	SSF
00-19-0590	S	Pump	1	SSF
00-19-0585	S	> FRC FoamPro 1601 Foam System	1	SSF
00-19-0513	S	Plumbing General	1	SSF
00-19-0430	S	Pump Area Cover with Hinged Access	1	SSF
00-19-0575	S	> Suction Plumbing	1	SSF
00-19-0574	S	Discharge Locations	1	SSF
00-19-0514	S	> Valves	1	SSF
00-19-0425	S	> Valve Labeling	1	SSF
00-19-0580	S	Hose Reel	1	SSF
00-19-0572	S	Primer	1	SSF
00-19-0573	S	Strainer	1	SSF
00-19-0518	S	Master Drain	1	SSF
00-19-0550	S	Pump Cooling / By-Pass Line	1	SSF
00-19-0510	S	> Operator's Panel	1	SSF
00-19-0522	S	Test Gauge Connections	1	SSF
00-19-0540	S	Discharge Pressure Gauge	1	SSF
00-19-0545	S	Intake Pressure Gauge	1	SSF
00-19-0523	S	Winterization / Emergency Priming Port	1	SSF
00-19-0566	S	Electronic Water Level Indicator	1	SSF
00-19-0705	S	< Water Tank	1	SSF
00-19-0706	S	Foam Tank	1	SSF
00-19-0707	S	Integrated Top Storage	1	SSF
00-19-0708	S	Ice Chest Storage	1	SSF
00-19-0709	S	Spare Tire Compartment	1	SSF
00-19-0710	S	Chainsaw Compartment	1	SSF
00-19-1120	S	> Hydrant Wrench Holder and Wrenches	1	SSF
00-19-1105	S	> Additional Equipment	1	SSF
00-12-0138	S	Total: 273.161.43	1	SSF

ATTACHMENT B
(Cover Sheet)

Detailed Project Plan – Subject to State Approval
(Include specific planned accomplishments, detailed project budget, and time line)

Detailed Project Plan

Wildland Urban Interface (WUI) areas represent the critical juncture where human developments meet wildland ecosystems. In these regions, the presence of homes, businesses, and infrastructure is juxtaposed against natural landscapes rich in vegetation and organic fuel loads. This spatial coexistence creates a unique set of challenges for firefighting, as wildfires can rapidly transition from remote natural areas into populated zones, significantly elevating the risk to human life, property, and the environment.

The importance of WUI areas in firefighting lies in the need for specialized tactics and resources. Firefighters must be prepared to contend with unpredictable fire behavior, influenced by natural fuels and human-made structures. Traditional urban firefighting strategies may not suffice, as the rapid spread of fire, shifting winds, and variable terrain in these interface areas demand agile, well-equipped, and specifically trained response teams. For instance, specialized apparatus such as Type 6 brush trucks—designed for off-road navigation and rapid deployment—are essential in these settings to reach remote or rugged areas where wildfires may ignite or spread.

Moreover, WUI areas underscore the importance of continuous adaptation in firefighting practices. As urban expansion continues into wildland zones, the frequency and severity of wildfire incidents tend to increase. This evolution necessitates ongoing research, technological innovation, and interdisciplinary collaboration among fire management professionals, urban planners, and environmental experts. The insights gained from managing WUI challenges often lead to broader advancements in emergency response protocols, benefiting not only those living at the borderline of nature and civilization but also informing best practices at regional and national levels.

In essence, the strategic handling of WUI areas is a linchpin in the broader framework of public safety and disaster management. Addressing the risks these areas pose leads to more robust preventative measures, improved firefighting readiness, and, ultimately, a safer coexistence between human communities and the natural environment.

For years, our fleet of Type 6 brush trucks has been instrumental in providing rapid response and specialized fire suppression services, particularly in the challenging Wildland Urban Interface (WUI) areas. Unfortunately, these critical assets, which are on average 15 to 20 years old, have been subjected to relentless wear and tear. Despite the dedication of our maintenance teams, these vehicles now require constant repairs and frequent overhauls to remain functional. Recently, one of these units suffered a catastrophic mechanical failure, rendering it inoperable for the foreseeable future. This incident starkly illustrates the limitations of our current fleet and underscores the need for a modern, reliable replacement.

The challenges we face are multifaceted and include aging infrastructure, escalating maintenance and repair costs, a rapidly growing fire district, and wildland-urban interface threats.

To address these pressing issues, SFMD proposes the acquisition of a state-of-the-art Type 6 brush truck. Engineered for rapid deployment in difficult terrains and designed to excel in the unpredictable conditions of WUI areas, this modern firefighting apparatus will replace the out-of-service unit and significantly enhance our overall operational capacity.

With improved technology, enhanced durability, and advanced safety features, the new truck is poised to reduce maintenance downtime, assure rapid response times, and provide reliable support in the field—ultimately transforming our firefighting strategy and response effectiveness.

Implementing a Type 6 brush truck is not merely a replacement for outdated equipment; it is a proactive step in our commitment to future-proofing emergency services for a growing, dynamic community. This acquisition embodies our determination to adapt to new challenges by ensuring our frontline responders have access to the tools they need to perform their duties safely and efficiently. Because SFMD crews are already accustomed to wildland deployments, there are no significant requirements that must be met. Beyond the immediate operational improvements, this vehicle is a cornerstone in our long-term strategy to integrate emerging technologies and further advances in firefighting techniques as the demand for our services continues to evolve.

Procuring, implementing, and deploying a new Type 6 brush truck empowers SFMD to continue providing fire protection and emergency medical services. It marks a critical step toward securing the safety and well-being of our residents, preserving the environment, and maintaining the high standards expected of our district. As we plan for the future, we are ready to share further assessments and detailed analyses that highlight the transformative return on this investment—ensuring that every dollar contributes directly to a more resilient, responsive, and secure community.

Project Timeline:

Phase 1:

Review and finalize grant agreement.

Establish an internal oversight committee for project management.

Phase 2:

Procurement and Contracting

Follow appropriate procurement procedures for purchase. (i.e. state contract) Finalize purchase process, and order

Phase 3:

Monitor progress and maintain communication with the manufacturer. Receive and conduct a final inspection of the new apparatus.

Verify compliance with safety and operational standards.

Phase 4:

Training and Deployment

Provide comprehensive training for SFMD personnel on new engine operations. Install necessary firefighting equipment and communication systems.

Engine Deployment: Assign new Type 6 wildland engine to frontline service.

Phase 5:

Project Evaluation and Reporting Performance Evaluation

Submit required reports on grant fund utilization and project impact. Ensure compliance with reporting and auditing requirements.

This timeline ensures the successful acquisition, deployment, and integration of a new Type 6 wildland engine to enhance SFMD's ability to protect the community from wildfire threats.

We are committed to transparency, efficiency, and maximizing the impact of ARPA funding for the safety of our residents.

Project:

Total Project Budget (by expense type)				
Budget Detail	Grant Share	Match		TOTAL
	(\$Amount Requested)	Dollars	In-Kind	
Administrative Labor:	\$0	\$0	\$0	\$ 0
Project Labor:	\$0	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$0	\$ 0
Equipment:	\$273,162	0	\$0	\$ 273,162
Supplies:	\$0	\$0	\$0	\$ 0
Contractual:	\$0	\$0	\$0	\$ 0
Other1:	\$0	\$0	\$0	\$ 0
Other2:	\$0	\$0	\$0	\$ 0
TOTAL:		\$ 0	\$ 0	\$273,162

Budget Narrative	
<p>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).</p> <p>SFMD has requested the purchase of a Type 6 Engine replacement. When SFMD submitted the grant application, a match was not included. All the money granted will be used for the sole purpose of the equipment (Type 6). SFMD will pay any cost outside of the allotted amount. Which may include sales tax, unexpected price increases, and other items related to the equipment. SFMD is financially positioned to sustain, insure, and maintain the Type 6 Engine for years to come.</p> <p>Budget summary: SFMD can fund the purchase of the Type 6 from our financial reserve. For details regarding sustainability, please refer to the February 2025 Monthly Financial Report.</p>	

	Budget Narrative - Continued

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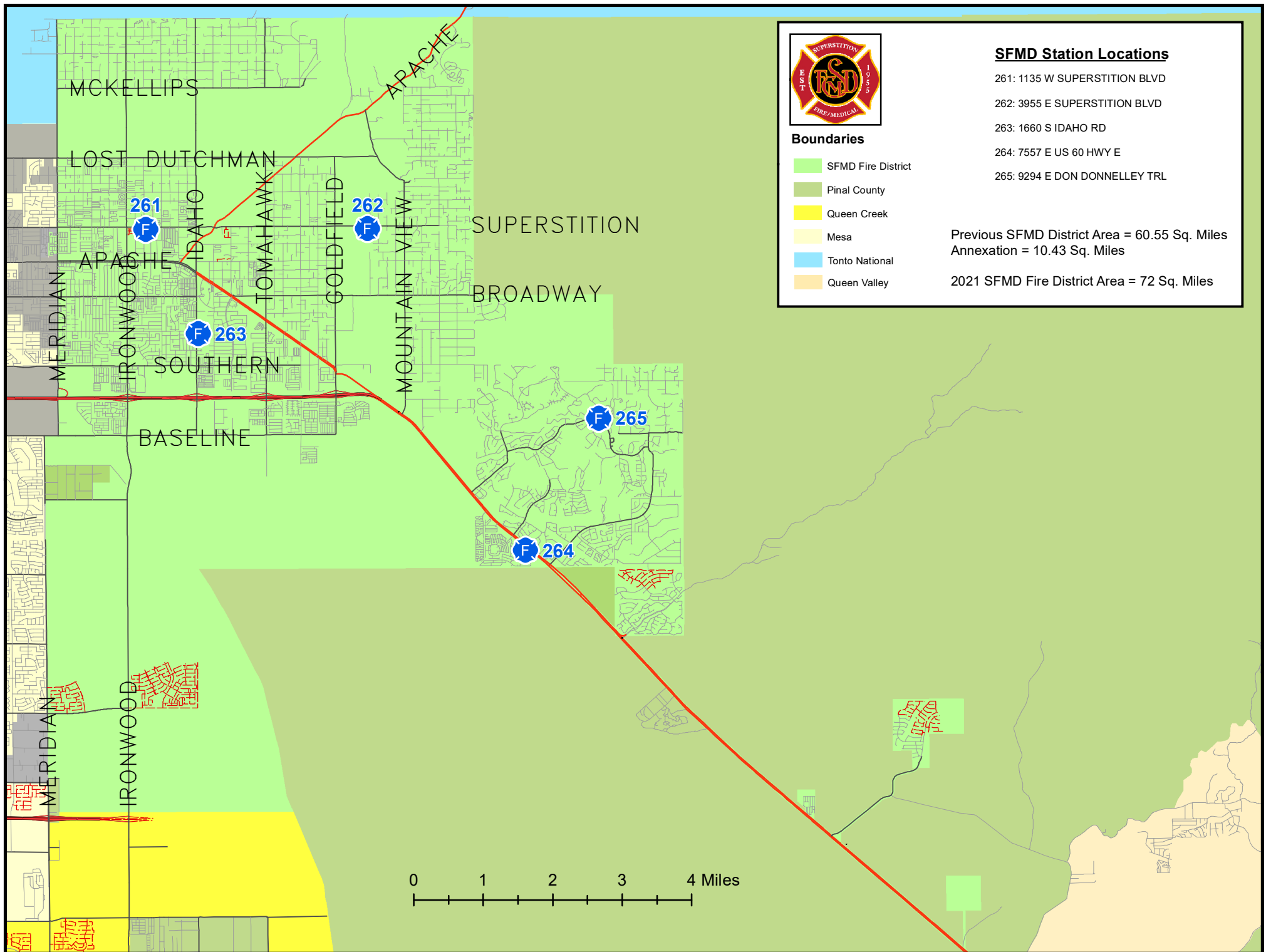
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Page 1

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00-19-0130	S	> Lower Zone C Warning Lights	1	SSF
00-19-0815	S	> Traffic Advisor	1	SSF
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00-19-0575	S	> Suction Plumbing	1	SSF
00-19-0574	S	Discharge Locations	1	SSF
00-19-0514	S	> Valves	1	SSF
00-19-0425	S	> Valve Labeling	1	SSF
00-19-0580	S	Hose Reel	1	SSF
00-19-0572	S	Primer	1	SSF
00-19-0573	S	Strainer	1	SSF
00-19-0518	S	Master Drain	1	SSF
00-19-0550	S	Pump Cooling / By-Pass Line	1	SSF
00-19-0510	S	> Operator's Panel	1	SSF
00-19-0522	S	Test Gauge Connections	1	SSF
00-19-0540	S	Discharge Pressure Gauge	1	SSF
00-19-0545	S	Intake Pressure Gauge	1	SSF
00-19-0523	S	Winterization / Emergency Priming Port	1	SSF
00-19-0566	S	Electronic Water Level Indicator	1	SSF
00-19-0705	S	< Water Tank	1	SSF
00-19-0706	S	Foam Tank	1	SSF
00-19-0707	S	Integrated Top Storage	1	SSF
00-19-0708	S	Ice Chest Storage	1	SSF
00-19-0709	S	Spare Tire Compartment	1	SSF
00-19-0710	S	Chainsaw Compartment	1	SSF
00-19-1120	S	> Hydrant Wrench Holder and Wrenches	1	SSF
00-19-1105	S	> Additional Equipment	1	SSF
00-12-0138	S	Total: 273.161.43	1	SSF



ATTACHMENT C

General Provisions

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the appropriate accounting and administrative procedures for managing the grant in accordance with all applicable State laws.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

HATCH ACT

The Sub-grantee shall comply with provisions of the Hatch Act limiting the political activities of public employees.

NEPA

The Sub-grantee shall comply with applicable State and Federal laws regarding the environment (NEPA; National Environmental Protection Act).

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by the State or Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

EQUAL OPPORTUNITY/NON-DISCRIMINATION

The Parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order 2009-09 and any other federal or State laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ARBITRATION

To the extent required by A.R.S. §12-1518 and 12-133, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

NON-AVAILABILITY OF FUNDS

This agreement shall be subject to available funding, and nothing in this agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined in this agreement.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

SUSPENSION OR DEBARMENT

The Sub-grantee shall not enter into any contract or agreement with any party which is debarred or suspended from participating in State assistance programs.

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION

REQUIREMENT (SAM)

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

PUBLICATION REQUIREMENTS

ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management in any publications, audiovisuals, and electronic media developed as a result of this award.

ATTACHMENT D

Grant Financial and Documentation Requirements

This grant is based on all funding being provided up front by Arizona State Forestry. All costs should conform to the approved project plan and budget contained in the grant agreement – and all expenses are subject to Arizona State Forestry approval.

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All expenses shall be calculated on the “Grant Financial Documentation Form” (Attachment E2). By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and reported on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the “Grant Financial Documentation Form”, the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – It shall be the Sub-grantee’s sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or that are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations to others are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible).
- Poorly documented work hours with insufficient support documentation. It is the Sub-grantee’s responsibility to keep all project/grant records pertaining to expenses. In the event an audit determines that ineligible costs were credited to the project, the Sub-grantee accepts full liability for such costs.

ELIGIBLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, canceled checks, signed receipts, or official payroll records. Examples include:

- **Labor (Administrative and Personnel)**- may include paid staff, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.
 - Administrative labor includes general project oversight, while personnel labor includes work done on the ground
 - All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. We must be able to determine, for each staff member, the hours contributed, the rate of pay, the work completed, and the total amount being requested.
 - The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor’s approval signature should also be included.
Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.

ATTACHMENT D

Grant Financial and Documentation Requirements

- Required documentation should include some combination of: payment receipts, timesheets, payroll records (paystubs), job sheets, canceled checks, or signed letters detailing paid staff time, dates, and services or work provided.
- **Contracted Services** – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget.
 - Required documentation will include original invoices with sufficient detail of work performed, dates of work performed, and proof of payment, such as canceled checks or credit card receipts.
- **Supplies** - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.
 - Required documentation should include proof of purchase via payment receipts, canceled checks, or official accounting records detailing expenses and goods and service provided. Original quotes or incomplete invoices are not sufficient.
- **Travel** - may include mileage reimbursement
 - Documentation should include mileage logs with beginning and ending odometer readings and reference the grant project number.
- **Equipment** - may include the cost of purchasing equipment, fuel, operational costs or repairs at an accepted rate
 - Documentation should include invoices and proof of payment, receipts, or equipment logs.
- **Other**
 - Other costs as necessary must include proper support documentation demonstrating that the Sub-grantee has incurred the costs.
- **Indirect Costs – Agreed** upon indirect costs can be included for reimbursement. No more than 10% of the indirect costs may come from the grant share.
 - Indirect costs may cover general operating expenses such as those negotiated at the time of the grant agreement and other overhead costs; therefore supporting documentation is not required, but detailed specifics about what is covered under the indirect cost must be included in the detailed project plan budget narrative.
 - If Sub-grantee has a Negotiated Indirect Cost Rate Agreement (NICRA), State Forestry must receive this agreement before the rate can be used in the project budget.
 - De Minimis: If no NICRA rate is available, Sub-grantee can include the 10% de minimis cost rate to cover other general operating expenses.



Quarterly Performance Report

GRANT INFORMATION:

Grant Number:		Grant Award \$:	
Project Name:		Award End Date:	
Organization:			
County:		DFFM District:	

REPORT INFORMATION:

Calendar Year:		Calendar Quarter Q1 (Jan-Mar), Q2, Q3, Q4:	
Name of person completing report:			
Submittal Date:			

PROJECT OBJECTIVES ACCOMPLISHED: (During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

PLANNED OVERALL	
Project Objectives	Total Project Goal

ACTUAL			
Previously Reported	+	Current Quarter	= Cumulative Total

Program-Specific Reportables (if applicable)

1				
2				
3				
4				
5				

Is this Project On Track? (Yes / No)

☐

Use the following sections to describe activities for this quarter and for the overall project status.

Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.

(Please list any additional items in the narrative to assure they are recorded.)



Quarterly Performance Report

NARRATIVE REPORT / THIS QUARTER: What progress has been made THIS QUARTER in accomplishing the project objectives? Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. *(MAX: 1400 Characters – attach additional materials if needed)*

NARRATIVE REPORT / OVERALL PROJECT: What is the success in meeting the OVERALL measurement criteria identified in the Project Plan? Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. *(MAX: 1400 Characters – attach additional materials if needed)*

Appendix D

D. Agreement for Advisory Services with Galloway Asset Management

Submitted By

Anna Butel, Administrative Services Director

Background/Discussion

The Deferred Compensation Committee recommends approving the agreement between SFMD and Galloway Asset Management. Galloway provides SFMD members with essential services regarding retirement investment advice, planning, tax strategies, budgeting, and debt management.

Financial Impact(s)/Budget Line Item

\$3,600 annually

Enclosure(s)

Contract for Advisory Services / Galloway Asset Management



CONTRACT FOR ADVISORY SERVICES
WITH GALLOWAY ASSET MANAGEMENT, LLC

This INVESTMENT ADVISORY SERVICES AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2025 ("Effective Date") by and between (i) the Superstition Fire & Medical District (SFMD) (hereafter referenced, collectively, as "Client"), and (ii) Galloway Asset Management, LLC, doing business as Public Safety Financial/Galloway an Arizona limited liability company and its affiliates and agents (hereafter referenced, collectively, as "Galloway"). Any reference in this Agreement to the "Parties" is a reference to both Client and Galloway. Any reference in this Agreement to a "Party" is a reference to either Client or Galloway, as appropriate in the circumstances.

RECITALS

WHEREAS, Client has established governmental retirement and savings plans ("Plans") qualified as exempt from taxation under certain provisions of the Internal Revenue Code (the "Code");

WHEREAS Client has contracted with Nationwide Retirement Solutions ("Plan Provider"), to administer the Plans;

WHEREAS, Galloway is an investment advisor, unaffiliated with Plan Provider, that is registered as an Investment Advisor with the United States Securities and Exchange Commission ("SEC").

WHEREAS Plan Provider has specified various investment options as suitable for investment by Plan participants (the "Investments"), and Galloway has represented it is competent to advise Plan participants about which of these Investments they should buy or sell within their individual Plan portfolios, as well as the amount of such buy or sell allocations.

WHEREAS Galloway wishes to be retained by Client to provide investment advice to Plan participants as to the investment choices available to them under the Plans;

WHEREAS Client desires to retain Galloway to provide investment advice to the Plans and their participants under the terms and conditions set forth herein;

NOW THEREFORE, Client and Galloway agree as follows:

1. **SCOPE OF SERVICES.** Galloway shall provide the services specified in Exhibit A to this Agreement (the "Services").

2. **AGREEMENT DOCUMENTS EXHIBITS AND RECITALS.**

- a. The following documents are hereby incorporated into this Agreement by this reference ("Agreement Documents"). In the event of any conflict among the Agreement Documents, the Agreement Documents will control in the following order:
1. This Agreement, including the cover page and Parts I through IV.
 2. Exhibit A - Scope of Services
 3. Exhibit B - Fees
 4. Exhibit C - Galloway Asset Management, ADV Part II
- b. All exhibits, attachments, and recitals to this Agreement are hereby incorporated into this Agreement by this reference.

3. **TERM OF THE AGREEMENT.**

- a. **Initial Term.** The initial term of this Agreement ("Initial Term") shall begin on the Effective Date and shall continue in full force and effect for a period of five (5) years unless earlier terminated as set forth in this Agreement. Upon expiration of the initial term, this agreement shall automatically renew for an additional (2) years unless either party provides written notice of non-renewal to the other party at least (30) day prior to the expiration of the initial term. Following the renewal term, this agreement shall expire without further action by either party unless otherwise agreed in writing.

4. **INSURANCE.** At its sole expense, Galloway shall purchase and maintain the minimum insurance coverage required by law. Each insurance policy required under this Agreement must be in effect at or prior to the commencement of Services under this Agreement and remain in effect for the duration of this Agreement.

5. **REPRESENTATIONS.**

- a. Galloway Representations. Galloway makes the following representations, which are agreed to be material to and form a part of the inducement for this Agreement:
1. Galloway has the expertise, support staff and facilities necessary to provide the Services described in this Agreement and the attached Exhibit A;
 2. To the best of Galloway's knowledge, Galloway does not have any actual or potential interests adverse to Client or the participants in the Plans. Galloway has procedures in place to disclose any actual conflicts as set forth in the separate Galloway Asset Management Registered Investment Advisory Form ADV Disclosure Brochure provided to Client and available to all participants of the Plans. The

Client acknowledges having received a copy of Part 2 of Galloway's Form ADV, attached Exhibit C;

3. Galloway shall diligently provide all required Services in a timely, ethical and professional manner and in accordance with the terms and conditions stated in this Agreement and as otherwise required by SEC registered investment advisers;
4. Galloway is duly registered with the SEC as an investment adviser under the Investment Advisers Act of 1940, as amended, and agrees to notify Client promptly of any change in this status. Company shall take all steps necessary to maintain such registration during the Initial Term or any Additional Term of this Agreement.
5. Galloway has the requisite legal capacity and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by Galloway and is the legal, valid and binding agreement of Galloway, enforceable against Galloway in accordance with its terms. Galloway's execution of this Agreement and the performance of its obligations hereunder do not conflict with or violate any provisions of Galloway's governing documents or any obligations by which Galloway is bound, whether arising by contract, operation of law or otherwise. Galloway will deliver to Client evidence of Galloway's authority and compliance with its governing documents upon Client's request.
6. Galloway has obtained all licenses and registrations required to enable Galloway to lawfully provide the Services in accordance with the terms and conditions of this Agreement.
7. Galloway shall make available for Client's review its most current policies concerning insider trading, ethics and compliance matters.
8. Galloway shall provide access to any information provided by Client or any participants in the Plans only to those of its employees who are subject to Galloway's Code of Ethics, or as otherwise permitted by Plan participants as to their own personal information. Each person employed by Galloway with access to the confidential information of Client or any participants in the Plans shall refrain from disclosing such information to third parties, unless disclosure is otherwise required by law.
9. Galloway shall allocate such personnel and devote such efforts as are necessary for it to carry out its duties under this Agreement.

10. Galloway shall never borrow money from Client or any participants in the Plans, nor use their funds or deposits, except as authorized by law, the Plan Provider Agreement and this Agreement.
 11. Galloway shall never be an endorser, surety or obligor of the assets of the Plans.
 12. In performing its Services hereunder, Galloway shall be a fiduciary to the Client and all participants in the Plan and accordingly, shall have a duty of loyalty to make recommendations and act in the best interests of the Client and all participants in the Plans. As a fiduciary, Galloway is obligated to exercise scrupulous good faith and candor in the performance of the Services, and refrain from self-dealing.
- b. Client Representations. To the best of its knowledge, Client makes the following representations, which are agreed to be material to and form a part of the inducement for this agreement.
1. Client is empowered and has taken all action necessary to enter into and perform this Agreement and the person executing this Agreement on Client's behalf is duly authorized and empowered to do so and deliver this Agreement for Client.
 2. This Agreement constitutes a legal, valid and binding obligation of Client, enforceable against Client in accordance with its terms, and
 3. Client's execution, performance and delivery of this Agreement shall not result in Client violating any applicable law or breaching or otherwise impairing any of its contractual obligations.
6. **INDEPENDENT CONTRACTOR.** In the performance of all Services under this Agreement, Galloway shall be, and acknowledges that Galloway is, in fact and law, an independent contractor and not an agent or employee of the Client or any participant in the Plans. Galloway has and retains the right to exercise full supervision and control of the manner and methods of providing Services to the Client and all participants in the Plans under this Agreement. Galloway retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Galloway in the provision of Services under this Agreement. With respect to Galloway's employees, if any, Galloway shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, of whatever nature, and compliance with any and all other laws regulating employment.
7. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.
8. **COMPLIANCE WITH APPLICABLE LAWS.**

- a. **General.** Galloway shall procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of its business and its performance of the Services. Galloway must stay fully informed of existing and future Federal, State and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and shall comply with the same at its own expense. Galloway bears full responsibility for training, safety, and providing necessary equipment for all of its personnel to achieve compliance prior to the Effective Date. Upon request, Galloway shall demonstrate to Client's satisfaction any programs, procedures, and other activities used to ensure compliance.
- b. **Drug-Free Workplace.** Client has adopted a policy establishing a drug-free workplace for itself and those doing business on Client property to ensure the safety and health of all persons working on Client contracts and projects. Galloway agrees to prohibit the use of intoxicating substances and the use or possession of illegal drugs by all of its personnel while in the course of performing their duties for Client and any participants of the Plans under this Agreement, but this prohibition shall not preclude Galloway from attending events with Plan participants where alcohol is served.
- c. **Federal and State Immigration Laws.** Galloway shall comply with the Immigration Reform and Control Act of 1986 (IRCA) in connection with its performance of the Services under this Agreement and to permit Client or its agents to inspect applicable personnel records to verify such compliance. Galloway shall ensure and keep appropriate records to demonstrate that all of its personnel performing the Services in Arizona have a legal right to live and work in the United States.
- (i) Under the provisions of A.R.S. § 41-4401, Galloway hereby warrants to Client that Galloway and each of its authorized subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
- (ii) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject Galloway to penalties up to and including immediate termination of this Agreement at Client's sole election.
- (iii) Client retains the right to inspect the papers of all of Galloway's personnel who provides Services under this Agreement to ensure that Galloway or its authorized subcontractors are complying with the Contractor Immigration Warranty. Galloway agrees to assist Client with respect to any such inspections.

- (iv) Client may, at its sole election, conduct random verification of the employment records of Galloway and any of its authorized subcontractors to ensure compliance with the Contractor Immigration Warranty. Galloway agrees to assist Client in regard to any random verification.
 - (v) Neither Galloway nor any of its authorized subcontractors shall be deemed to have materially breached the Contractor Immigration Warranty if Galloway (or any of its authorized subcontractors) establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, subsection A.
- d. **Nondiscrimination.** Galloway represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable Federal, State and local laws and executive orders regarding employment. Galloway and its personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.
- e. **No Scrutinized Business Operations in Sudan or Iran.** During the Initial Term and any applicable Additional Term of this Agreement, Galloway shall be in compliance with A.R.S. §§ 35-391 and 35-393, which prohibit Galloway from having "scrutinized business operations" in Sudan or Iran as those terms are defined in the aforesaid statutes. Galloway confirms that as of this date, it conducts no scrutinized business operations in the nations of Iran or Sudan, and shall conduct none during the Initial Term or any Additional Term. In the event Galloway conducts scrutinized business operations in Iran or Sudan during any term of this Agreement, Client may elect to terminate this Agreement immediately.
- f. **Termination.** Client may terminate this agreement pursuant to §A.R.S. 38-511 provisions. Non-appropriation: This agreement shall be subject to available funding for Client, and nothing in this agreement shall bind Client to expenditures in excess of fundings appropriated and allotted for the purposes outlined in this agreement.
- g. **Healthcare Fraud and exclusion Compliance.** In accordance with applicable federal, state, and local law, Client will not employ or do business with individuals or entities who have been convicted of health care fraud or listed by a federal agency as excluded, debarred, or otherwise ineligible to participate in federal health care programs. No

employee working for, or contractor doing business with Client is on the Office of Inspector General's list of Excluded Individuals/Entities.

9. **SERVICES TO OTHER CLIENTS.** Client understands Galloway and its affiliates perform, among other things, research, brokerage, and investment advisory services for clients similar to Client and plans similar to the Plans. Client recognizes that Galloway and its affiliates may give, recommend, or provide advice and take action in the performance of their duties to others which may differ from recommendations or advice given, or in the timing and nature of action taken, with respect to the Client or Plan participants. Nothing in this Agreement shall impose on Galloway any obligation to recommend for purchase or sale by or for the Client or any Plan participant any security that Galloway may recommend for another of its clients. By reason of its investment banking or other activities, Galloway and its affiliates may from time to time acquire confidential or material non-public information. Client understands and accepts that Galloway will not be free to divulge, nor act upon, such information with respect to Galloway's activities under this Agreement.
10. **BASIS OF ADVICE.** Client acknowledges that Galloway obtains information from a wide variety of publicly available sources and certain private sources. The advice provided by Galloway to Client or any Plan participants is based upon its reasonable analysis of such information and Galloway cannot guarantee the accuracy or validity of the data upon which its analysis, policy recommendations, or studies are based. With respect to previous investment performance information, Client acknowledges that such information is not necessarily indicative of future results.
11. **LEGAL, ACCOUNTING AND ACTUARIAL SERVICES.** Galloway is not engaged in the business of rendering legal, accounting or actuarial advice or services and Client acknowledges that Galloway has suggested that competent lawyers, accountants or actuaries be retained to render legal, accounting or actuarial services with respect to the Plans.
12. **AUDITS AND RECORDS.** Galloway shall preserve its records related to this Agreement for a minimum of 5 years after the expiration of the Agreement. The Client or its authorized agent reserves the right to inspect any records related to the performance of work specified herein, subject to the preservation of client confidentiality as required by law. In addition, Client may inspect any and all relevant records kept by Galloway in relation to the Agreement. Galloway shall permit such inspections and audits during normal business hours and upon reasonable notice by Client or its auditors or representatives.
13. **BACKGROUND CHECK.** Client may conduct criminal, driver history, and all other requested background checks of Galloway's personnel responsible for

performing Services under the Agreement or who might have access to Client's (or any Plan participant) information, data, or facilities in accordance with the Client's current background check policies. Client may request that any officer, employee, or agent of Galloway that the background check reveals a criminal history that represents a concern to Client be removed from working with Client or any Plan participants.

14. **PUBLIC RECORDS.** Galloway acknowledges that Client is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. Seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to State law in response to a public records request or to subpoena or other judicial process.
15. **AMENDMENTS.** There shall be no oral changes to this Agreement. This Agreement shall only be modified in a writing signed by both Parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by Client.
16. **DEFAULT.**
 - a. A Party shall be in default if that Party:
 - (i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects its capability to perform under the Agreement;
 - (ii) Is the subject of a petition for involuntary bankruptcy not removed within 60 Days.
 - (iii) Conducts business in an unethical or illegal manner; or
 - (iv) Fails to carry out any term, promise, or condition of the Agreement.
 - b. Whenever any Party in good faith has identified any defects or otherwise has reason to question the other's intent or ability to perform under Subsection 19(a), the former Party may demand that the other Party give a written assurance of its intent to perform and cure any defects in performance. In the event that such demand is made and no written assurance is given within 10 business days, and any defects are not cured within 10 business days, the demanding Party may treat this failure as an anticipatory repudiation of the Agreement and may then immediately terminate this Agreement without having to issue a 30 Day Notice of Termination as otherwise specified in Section 6.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive, and each Party shall have resort to any remedy allowed by law. Election of one remedy shall not preclude the use of other remedies. In the event of any Party's default in its obligations hereunder:
- a. The non-defaulting Party may terminate the Agreement after providing notice and an opportunity for the defaulting Party to provide written notice of assurance and to cure any defects if required in accordance with Section 19(b), and the termination shall be effective immediately or at such other date as specified by the non-defaulting, terminating Party.
 - b. To the extent permitted by applicable law, neither Party to this Agreement, including their respective officers, officials, directors, managers, employees, shareholders, lawyers, trustees, agents, successors or permitted assigns, shall be liable to the other for any amounts other than those expressly described as payable herein, except for losses resulting from a Party's misconduct, gross negligence or bad faith breach of contract or fiduciary duty. Neither Party shall be liable for incidental, special, or consequential damages.
 - c. The prevailing Party in any litigation arising out of or concerning this Agreement shall be awarded its reasonable attorneys' fees and all costs and expenses of collection and litigation, whether those fees and costs are incurred at trial or on appeal or in connection with any mediation or court-ordered arbitration. Such an award shall be made for the prevailing Party and against the non-prevailing Party by the court or arbitrator adjudicating the litigation and not a jury.
 - d. As required by A.R.S. § 12-1518(B), the Parties agree that they will use non-binding arbitration in all disputes arising out of this Agreement which are subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
18. **NON-WAIVER OF RIGHTS.** There shall be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving Party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, shall not release the other Party of any of the warranties or other obligations of the Agreement and shall not be deemed a waiver of any such rights or remedies.
19. **EXCLUSIVITY.** Galloway's performance of the Services is on a non-exclusive basis, and Galloway may act as investment adviser for persons other than Client. This Agreement does not confer upon Galloway the right to provide or perform Services for persons other than Client for the term of this Agreement, Client shall use Galloway as its exclusive provider of the Services for participants in the Plans, and for the Plan Provider.

20. **CONTINUATION DURING DISPUTES.** Galloway agrees that during any dispute between the Parties, Galloway will continue to perform its obligations until the dispute is settled, until Galloway is instructed to cease performance by Client, or enjoined or prohibited by judicial action from performing the Services or is otherwise required or obligated to cease performance by other provisions in this Agreement.
21. **INDEMNIFICATION/LIABILITY.**
- a. **Indemnification, General.** To the fullest extent permitted by Law, each Party shall defend, indemnify, and hold the other Party and its respective officers, officials, managers, agents, attorneys and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from that Party's negligent or intentionally wrongful acts, errors, mistakes or omissions (or that of its authorized subcontractors) in connection with its performance of its obligations under, (or its failure to perform its obligations under) this Agreement.
 - b. **No Client Liability For Plan Advice.** Client assumes no liability for any advice provided by Galloway to any participant in the Plans under and pursuant to this Agreement.
22. **WARRANTY.** Galloway warrants that all Services will be performed in a professional manner. If any Services are performed in a substandard or unsatisfactory manner, as determined by Client, Galloway will re-perform the Services until they comply with the standards set forth in this Agreement and otherwise comply with Client's reasonable expectations.
23. **THE CLIENT'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Galloway shall do nothing to prejudice Client's right to recover against third parties for any loss, destruction, or damage to Client's property (or that of any participant in the Plan) as a result of Galloway's performance of Services hereunder. At Client's request and expense, Galloway shall assist Client to prosecute or defend lawsuits and execute instruments of assignment to obtain recoveries against any third parties causing Client or any participants in the Plan damage.
24. **SALES/USE TAX, OTHER TAXES.**

- a. Galloway shall be responsible for payment of all taxes including Federal, State, and local taxes related to or arising out of Galloway's Services under this Agreement, including by way of illustration but not limitation, Federal and State income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.
 - b. Client is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. Client is not exempt from State and local sales/use taxes.
25. **OWNERSHIP.** All documents, pamphlets, brochures, books, data compilations, reports, materials and films, analyses, web presentations, recordings, broadcasts, and promotional materials of every form and description, whether in written, analog, digital, film or electronic form, prepared by Galloway (or its agents) pursuant to this Agreement or in connection with the performance of the Services and delivered to Client or any participants in the Plans (collectively, the "Materials") are and shall remain the property of Galloway.
26. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of Galloway, Client and, to the extent (and only to the extent) desired by Client, the participants in the Plans. Nothing set forth in this Agreement is intended to create, or shall create, any benefits, rights, or responsibilities in any third parties.
27. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The Parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
28. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully restated therein.
29. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, shall supersede all prior oral or written agreements, if any, between the Parties, and shall constitute the entire agreement between the Parties with respect to the Services to be performed.
30. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the Parties' obligations under this Agreement.

31. **NOTICES.** All notices to be given pursuant to this Agreement shall be delivered to the Parties at their respective addresses identified. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier. If provided by personal delivery, receipt shall be deemed effective upon delivery. If sent via certified or registered mail, receipt shall be deemed effective 3 business days after being deposited in the United States mail. If sent via overnight courier, receipt shall be deemed effective 2 business days after the sending thereof.

TO GALLOWAY:

Galloway Asset Management, LLC
1138 N Alma School Road Ste 201
Mesa, AZ 85201
Attn: Michael Galloway
(480) 325-8668

TO CLIENT:

The Superstition Fire & Medical District

32. **GOVERNING LAW, FORUM.** This Agreement shall be governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Pinal County, Arizona.
33. **AUTHORITY TO BIND CLIENT.** Except as otherwise authorized herein, it is understood that in Galloway's performance of any and all duties under this Agreement, Galloway has no authority to bind Client to any agreements or undertakings.
34. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, shall survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination.

35. **CONFIDENTIALITY.** All information supplied to and all work or Services processed or completed by Galloway shall be kept confidential and will not be disclosed except as required by law or as directed by Client or any participant in the Plans, as applicable.
36. **LOANS AND WITHDRAWALS.** Galloway shall not process loans or hardship withdrawals for participants in the Plans. Participant payroll functions and court orders are processed directly by the Client or Plan Provider.
37. **CLIENT COORDINATION WITH PLAN PROVIDER.** In order for Galloway to provide the Services, Client shall coordinate with Plan Provider to provide Galloway with read-only access to participant account systems, including Self-Directed Brokerage Accounts.
38. **CLIENT ACKNOWLEDGEMENTS.** Client acknowledges that Plan Provider is not responsible for the investment advice provided by Galloway pursuant to this Agreement, and shall not be responsible for the training or supervision of any Galloway personnel responsible for providing Services to the Plans and/or their participants.
39. **AUTHORITY.** The Parties and their representatives signing this Agreement are duly authorized agents of the Parties hereto and have full authority to enter into this Agreement on behalf of the Parties for whom they are signing.

THIS AGREEMENT shall be in full force and effect only after it has been approved and executed by the duly authorized Client officials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE SUPERSTITION FIRE & MEDICAL DISTRICT

An Arizona Municipal Corporation

By: The Superstition Fire & Medical District
Governing Board

By: _____


Name: _____

Title: _____

GALLOWAY ASSET MANAGEMENT, LLC

An Arizona Limited Liability Company

By:



Michael J. Galloway
Managing Member

EXHIBIT A – SCOPE OF SERVICES

Galloway shall provide the following services in connection with the Agreement:

- A. Participant-level advice. Upon the request of any participant in the Plans, Galloway will advise such participants concerning their investment allocations within the Plans. Upon request of participants with assets in the (SDBO) Self Directed Brokerage Option, Galloway may provide such participants with advisory services concerning their investments through the SDBO.
- B. Marketing, Enrollment, Education. Galloway will supplement Plan Provider in marketing enrollment, and education. Galloway may provide Plan marketing services to Client or other departments or subdivisions of the Client, as well as provide enrollment and education services to participants in the Plans. Such services shall include face-to-face meetings with Client as well as with participants upon request; small, group meetings for Client departments or work areas that request such meetings; and counseling and education for eligible Plan participants concerning the Arizona Public Safety Personnel Retirement System.
- C. Client Benefits Include. Galloway will provide to Client's plan participants: Financial Planning and analysis, assistance and support to the members of the deferred compensation board, counseling and guidance on pension system plans, face-to-face meetings with an investment advisor, customized worksite education seminars and classes, specific investment recommendations on core fund lineup selection, electronic newsletters and investment alerts when applicable.
- D. Financial Wellness Training. This 90-minute class may be added to the client's department in service training program. The class guides students towards healthy financial habits and avoiding financial pitfalls that can lead to stress and disruption of job performance. This class was developed for the employee assistance programs (EAP).

EXHIBIT B – Galloway Asset Management, Fees

The parties have agreed on the following annual fees:

\$3,600 annually billed in advance. If the contract is terminated prior to the end of the contract year for any reason, a prorated amount will be refunded.

No charge for individual core asset allocation portfolio services. This includes visit with participant to understand their risk tolerance and financial goals and to provide participant recommendations on core assets investments related to the Provider's portfolio of funds. This would not include any managed service beyond initial core account recommendation of core investment options.

EXHIBIT C – Galloway Asset Management, ADV Part II

See Attached