

BOARD OF DIRECTORS MEETING

May 21, 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 MAY 21, 2025

Dial in Phone Number: 1-689-206-0397 Phone Conference ID: 575 587 553#

The Board will convene on Wednesday, May 21, 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 April 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 April 16, 2025
- B. Intergovernmental Agreement with Scottsdale Fire
- C. Vector Solutions Order Agreement Addition of Evaluations+ Module
- D. Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2025 / 2026 from the Pinal County Treasurer's Office
- E. Runbeck Election Services to produce the Voter Publicity Pamphlet for the November 4, 2025 election
- F. Amendment to PSPRS 457(b) Joinder Agreement
- G. Disposition of Surplus Property

- 5. Discussion, consideration, and possible action regarding the development of the Tentative Fiscal Year 2025/2026 Revenue and Expenditure Budget and adoption of Resolution 2025-05-21-05.
- 6. Discussion and possible approval of policy 1044 Member Speech, Expression, and Social Networking.
- 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: May 15, 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 – May 21, 2025

Agenda Item: #1

Agenda Item Title

Review and approval of the April 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 April 2025 financial reports and bank reconciliations."



Superstition Fire & Medical District

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

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



Governing Board Meeting – May 21, 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.

May Service Anniversaries

23 Years of Service

Firefighter **Paul Garcia**Firefighter / Paramedic **Stephan Wagner**

9 Years of Service

Firefighter / Paramedic Kevin Montgomery

4 Years of Service

Fire Chief **John Whitney**Firefighter **Michael Gallagher**

3 Years of Service

Paramedic Amanda Valles

2 Years of Service

Firefighter / Paramedic Sean Semrad Firefighter Recruit Nick Selover Fire Mechanic I Jesse Stapleton

1 Year of Service

Transport EMT Alec Lezcano

Annual Award Winners for 2025

Lance Frawley, Captain / Paramedic – Officer of the Year
Nolan Willoughby, Firefighter – Firefighter of the Year
Jenn Burke, Fleet & Facilities Support Specialist – Civilian Employee of the Year
Holly Bassett, Paramedic – Transportation Services Employee of the Year
Sophie Boukatch, Firefighter – Fire Chief Outstanding Service Award
John Christensen, Engineer – Lifetime Achievement Award



Go to Next Item

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



Agenda Item Title

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

- A. Board Meeting Minutes from April 16, 2025 Appendix A
- B. Intergovernmental Agreement with Scottsdale Fire Appendix B
- C. Vector Solutions Order Agreement Addition of Evaluations+ Module Appendix C
- D. Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2025 / 2026 from the Pinal County Treasurer's Office **Appendix D**
- E. Runbeck Election Services to produce Voter Pamphlet Appendix E
- F. Amendment to PSPRS 457(b) Joinder Agreement Appendix F
- G. Disposition of Surplus Property Appendix G

Background/Discussion

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

Recommended Motion

"Motion to approve the consent agenda items for May 21, 2025."



Go to Next Item

Go to Appendices

Agenda Item Title

Discussion, consideration, and possible action regarding the development of the Tentative Fiscal Year 2025/2026 Revenue and Expenditure Budget and adoption of Resolution 2025-05-21-05.

Submitted By

Fire Chief John Whitney James Vincent Group

Background/Discussion

A Tentative Fiscal Year 2025/2026 Revenue and Expenditure Budget is scheduled to be adopted at this board meeting in correlation with the opening of a 20-day public comment period.

The Board will be presented with a budget that may still be modified and adjusted as the Board decides. It is suggested that the Board adopt a Tentative Budget by adopting **Resolution 2025-05-21-05** at this meeting after any adjustments, changes, or other modifications. This allows sufficient time for staff to post the budget as required by law and meet timelines necessary for allowing at least a 20-day public review and comment period.

The budget the Staff is presenting represents a tax rate of \$3.69 per hundred dollars of secondary valuation for District operations and a \$0.11 special assessment related to the JPMorgan Chase Refinancing Bond debt principal and interest repayment.

Staff Recommendation:

Approval of Resolution 2025-05-21-05: Tentative FY 2025/2026 Budget

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Resolution 2025-05-21-05

Recommended Motion

"Motion to Adopt Resolution **2025-05-21-05**-adopting a tentative budget in the amount of \$30,444,334 for the fiscal year July 1, 2025, through June 30, 2026, using the tax rate of \$3.6900 for operations and \$0.11 for the principal and interest payment of the Bond refinancing with JP Morgan. Also, giving notice to the public of the tentative budget, and a time and place for a public meeting to hear comments before final adoption of the budget, as required by law."



RESOLUTION 2025-05-21-05

Superstition Fire & Medical District Medical BUDGET HEARING

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026, AND GIVING NOTICE OF THE TIME AND PLACE FOR HEARING TAXPAYERS COMMENTS PRIOR TO THE ADOPTION OF THE BUDGET.

WHEREAS, in accordance with the provisions of Section 48-805, Arizona Revised Statutes, the Governing Board has on this twenty-first day of May 2025, made tentative estimates of the amount required to meet the public expenses for the ensuing year, and the receipts from sources other than direct taxation by the Superstition Fire and Medical District; and

WHEREAS, in accordance with said section of the Arizona Revised Statutes, the Governing Board wishes to establish a date of public comments.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE AND MEDICAL DISTRICT AS FOLLOWS:

That the estimates of revenues and expenditures provided for adoption now establish the adopted estimates of the proposed expenditures by the Superstition Fire & Medical District for the fiscal year beginning July 1, 2025 and ending June 30, 2026, and;

The Governing Board of Directors hereby authorizes the clerk of the Superstition Fire & Medical District to publish, in the manner prescribed by law, the adopted estimates. The Governing Board of Directors will meet for the purpose of holding a public hearing and taking public comment prior to adopting the annual budget for the fiscal year 2025/2026 for the Superstition Fire & Medical District, on June 18, 2025. The hearing and meeting will take place at 5:30 p.m. at the Administrative Office, located at 565 N. Idaho Rd., Apache Junction, Arizona.

PASSED AND ADOPTED THIS TWENTY-FIRST DAY OF MAY 2025, BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Kathleen Chamberlain, Board Chairman	Connie Van Driel, Board Clerk
Jeff Cross, Board Director	Shawn Kurian, Board Director
Jason Moeller. Board Director	

Agenda Item Title

Discussion and possible approval of policy 1044 Member Speech, Expression, and Social Networking.

Submitted By

Anna Butel, Administrative Services Director

Background/Discussion

The SFMD, through the committee process, has revised policy 1044, Member Speech, Expression, and Social Networking, to represent both practice and policy accurately.

Updates Include:

- Wordsmithing to improve clarity
- Removal of unnecessary examples
- Added reference to our Mission, Vision & Values

Financial Impact(s)/Budget Line Item

n/a

Enclosure(s)

Policy 1044 Member Speech, Expression, and Social Networking

Recommended Motion

"Motion to approve policy 1044 Member Speech, Expression and Social Networking"



Policy 1044 – Member Speech, Expression, and Social Networking

Last Revision: 05/21/2025

1. PURPOSE AND SCOPE

This policy is intended to address issues associated with member use of social networking sites and to provide guidelines for the regulation and balancing of member speech and expression with the needs of the District.

Nothing in this policy is intended to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor or other applicable laws. For example, this policy does not limit an employee from speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit, about matters of public concern, such as misconduct or corruption.

Members are encouraged to consult with their supervisor regarding any questions arising from the application or potential application of this policy.

1.1 APPLICABILITY

This policy applies to all forms of communication including, but not limited to, film, video, print media, public or private speech, and use of all Internet services, including websites, email, file transfer, remote computer access, news services, social networking, social media, instant messaging, blogs, forums, video and other file-sharing sites.

2. POLICY

All members of the SFMD occupy a trusted position in the community, and thus, their statements can potentially violate the District's policies and performance. Due to the nature of the work and influence associated with a public safety agency, members of the District must be subject to certain reasonable limitations on their speech and expression. To achieve its mission and efficiently provide service to the public, the Superstition Fire & Medical District will carefully balance the individual members' rights against the District's needs and interests when exercising reasonable control over its members' speech and expression.

3. SAFETY

Members should consider carefully the implications of their speech or any other form of expression when using the Internet.

Speech and expression that may negatively affect the safety of the Superstition Fire & Medical District members, such as posting personal information in a public forum, can result in compromising a member's home address or family ties. Members should therefore not disseminate or post any information on any forum or medium that could reasonably be anticipated to compromise the safety of any member, a member's family or associates.

4. PROHIBITED SPEECH, EXPRESSION AND CONDUCT

To meet the District's safety, performance and public-trust needs, the following is prohibited unless the speech is otherwise protected:

- 1. Speech or expression made pursuant to an official duty that tends to compromise or damage the mission, function, reputation or professionalism of the Superstition Fire & Medical District or its members.
- 2. Speech or expression that, while not made pursuant to an official duty, is linked to, or related to, the Superstition Fire & Medical District and tends to compromise or damage the mission, function, reputation or professionalism of the Superstition Fire & Medical District or its members. Examples may include:
 - a. Statements that indicate disregard for the law of the state or U.S. Constitution.
 - b. Expression that demonstrates support for criminal activity.
 - c. Participating in sexually explicit photographs or videos for compensation or distribution.
- 3. Speech or expression that could reasonably be foreseen as having a negative impact on the credibility of the member as a witness. For example, posting statements or expressions to a website that glorify or endorse dishonesty, unlawful discrimination or illegal behavior.
- 4. Speech or expression of any form that could reasonably be foreseen as having a negative impact on the safety of the members of the District.
- 5. Speech or expression that is contrary to the canons of the Mission, Vision and Values t as adopted by the Superstition Fire & Medical District.
- 6. Use or disclosure, through whatever means, of any information, photograph, video or other recording obtained or accessible as a result of employment with the District for financial or personal gain, or any disclosure of such materials without the express authorization of the Fire Chief or authorized designee.

Members must take reasonable and prompt action to remove any content, including content posted by others, that is in violation of this policy from any social media, web page or website maintained by the member (e.g., social or personal website).

4.1 UNAUTHORIZED ENDORSEMENTS AND ADVERTISEMENTS

Although members are not restricted from engaging in the following activities as private citizens or as authorized members of a recognized bargaining unit, members may not represent the Superstition Fire & Medical District or identify themselves in any way that could be reasonably perceived as representing the

Superstition Fire & Medical District in order to do any of the following, unless specifically authorized by the Fire Chief:

- 1. Endorse, support, oppose or contradict any political campaign or initiative
- 2. Endorse, support, oppose or contradict any social issue, cause or religion
- 3. Endorse, support or oppose any product, service, company or other commercial entity
- 4. Appear in any commercial, social or nonprofit publication or any motion picture, film, video, public broadcast or on any website

Additionally, when it can reasonably be construed that a member, acting in his/her individual capacity or through an outside group or organization (e.g., bargaining group), is affiliated with this District, the member shall give a specific disclaiming statement that any such speech or expression is not representative of the Superstition Fire & Medical District.

4.2 POLITICAL ACTIVITY

No member shall be prohibited from engaging in political activity, unless otherwise prohibited by law, in violation of District policy, or at any time a member is on duty or in uniform.

Members retain their right to vote as they choose, support candidates of their choice, and express their opinions as private citizens, including authorized members of a recognized bargaining unit, on political subjects and candidates at all times while off-duty. However, members may not use their official authority or influence to interfere with or affect the result of an election or a nomination for office. Members are also prohibited from directly or indirectly using their official authority to coerce, command, or advise another member to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes (5 USC § 1502).

Members shall not be coerced or required to engage in political activity.

5. PRIVACY EXPECTATION

Members forfeit any expectation of privacy regarding emails, texts, or anything published, shared, transmitted, or maintained through file-sharing software or any internet site accessed, transmitted, received, or reviewed on any District technology system.

The District reserves the right to access, audit and disclose, for whatever reason, any message, including attachments, and any information accessed, transmitted, received or reviewed over any technology that is issued or maintained by the District, including the District email system, computer network or any information placed into storage on any District system or device. This includes records of all keystrokes or web-browsing history made at any District computer or over any District network. The fact that access to a database, service or website requires a username or password will not create an expectation of privacy if it is accessed through District computers, electronic devices or networks.

6. CONSIDERATIONS

In determining whether to grant authorization of any speech or conduct that is prohibited under this policy, the factors that the Fire Chief or the authorized designee should consider include:

- 1. Whether the speech or conduct would negatively affect the efficiency of delivering public services.
- 2. Whether the speech or conduct would be contrary to the good order of the District or the efficiency or morale of its members.
- 3. Whether the speech or conduct would be reflected unfavorably upon the District.
- 4. Whether the speech or conduct would negatively affect the member's appearance of impartiality in performing his/her duties.
- 5. Whether the speech or conduct may be protected and outweigh any interest of the District.

7. TRAINING

Subject to available resources, the District should provide training regarding member speech and the use of social networking to District employees.

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



Agenda Item Title

New Business / Future Agenda Items

Financial Impact

N/A

Enclosure(s)

N/A

Recommended Motion:

"TBD"



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



Agenda Item Title
Adjournment

Recommended Motion:

"Motion to adjourn the Board meeting."



Appendix A

A. Board Meeting Minutes from April 16, 2025

Submitted By

Board Secretary Tanya Anderson

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)

April 16, 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

APRIL 16, 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, APRIL 16, 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

Acting Chairman Connie Van Driel called the meeting to order at 5:30 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Tanya Anderson.

C. Roll Call

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

Senior Leadership Team in attendance were Fire Chief John Whitney, Deputy Chief Dave Pohlmann, Battalion Chief Dan Elliot, Transportation Services Director Billy Warren, Administrative Services Director Anna Butel, Ben Archer with James Vincent Group, and President Colt Weddell. Also in attendance was Valerie Blodgett, Administrative Specialist / Board Secretary and Tanya Anderson, Administrative Specialist, soon to be Board Secretary.

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

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

Seconded by Director Cross **Vote 5** ayes, 0 nays, **MOTION PASSED.**

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

April 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

Community Appreciation

- AJ Mounted Rangers \$1000
- Golden Vista RV Resort Christian Women \$512
- 3. Call to the Public.

None

- 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

Motion by Director Cross to approve all consent agenda items for April 16, 2025.

Seconded by Director Kurian **Vote 5** ayes, 0 nays, **MOTION PASSED**

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.

Speakers:

Tracy Polk, spokesperson for the Citizen Action Committee, reviewed their process.

Bryan Lundberg with Stifel Public Finance led the General Obligation Bonds discussion.

Paul Bentz, election consultant at Highground reviewed the election process.

Union President Colt Weddell shared how the Union will collaborate to support community outreach in the passing of the bond.

Paul Gales with Greenberg Traurig, Bond council for the District and drafter of the resolution, gave a quick overview of the Call to Election.

Motion by Director Cross to adopt 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.

Seconded by Director Kurian

Vote 5 ayes, 0 nays, MOTION PASSED

6. Discussion and possible approval of changing the July 2025 Board Meeting date from July 16, 2025 to Tuesday, July 22, 2025.

Motion by Director Cross to approve changing the July 2025 Board Meeting date.

Seconded by Director Kurian

Vote 5 ayes, 0 nays, MOTION PASSED

7. Senior Leadership Team Reports

Fire Chief Report

Acting Chief Pohlmann reported the following:

- Captain Ehrlich Retirement
- Officer of the Year Awards Dinner
- Boys and Girls Club Fundraiser
- Arizona Fire Districts Association Meeting
- Budget Manager Meeting
- Bond Meeting with High Ground
- Labor Management Meeting Awards
 - 2025 Annual Award Recipients:
 - Lance Frawley, Officer of the Year
 - Nolan Willoughby, Firefighter of the Year
 - Holly Bassett, Transportation Employee of the Year
 - Jennifer Burke, Civilian Employee of the Year
 - Sophie Boukatch, Chief's Award for Outstanding Service

Chief Whitney reported the following:

Operations Meeting

- Budget Prep & Development
- Bond Presentation Prep
- Battle of the Badges :-)

Emergency Services

District & Regional

- Labor Management
- After Action Review for Special Events, Assessment Center, and Intern Academy
- Operations Meeting
- Staffing and Deployment Committee Meeting Holidays
- All Staff Meeting
- BSO/BC Meeting Discussed Processes and Timelines
- EMS, Training, and IT Divisions Equipment and Programs Meeting Meetings/Classes
- Radius Rapid Deploy Demo at PFD Regional Dispatch
- Attended Guadalupe Fire Chief Wayne Clement's Retirement
- East Valley AC Meeting
- L264 and Gilbert FD Charity Ride Flag Raising Superstition Harley

Significant Incidents:

Trail Rescue

- 03.26.25 Trail Rescue at Broadway Cave
- BC261, LT263, E263, M263
- Dispatched for a fall/stranded hiker
- Crews made contact with the hiker, who stated that he fell approximately 100ft the night before
- The hiker stated he tried to start a fire in an attempt to signal people
- Hiker self-extricated the following morning
- Crew evaluated, treated, and transported the patient to Banner Desert

2n1 Medical

- 03.31.25 AJUSD Bus Barn
- BC261, E263, M263, LT263, E61, L264
- Report of the patient being run over and pinned between two buses
- Upon arrival patient was under a bus, not trapped
- Crews, evaluated, treated, and transported the patient to Banner Desert

Pediatric Incident

- 04.01.25 Pediatric Code
- BC261, E261, M261
- Crews arrived on the scene of a pediatric code
- Crews treated and transported Code 3
- "Hot wash" accomplished after the incident

Residential Fire

- 04.11.25 N Starr Rd
- E262, E261, E263, LT263, BC261, BC203, E265, L264, M263, U208, M261, T261
- Rubbish fire that extended to 3 separate structures, spanning over 2 properties
- Access issues due to multiple piles of debris
- No Hydrants Tender operations for water supply

- Defensive fire
- No civilian injuries were reported
- 1 FF transported for heat exhaustion

Mountain Rescue

- 04.12.25 Siphon Draw Trailhead
- BC261, E262, UTV262, M261, SQ219
- Hiker 1 mile in on the trail
- Chief Complaint of cramping and difficulty standing
- Patient extracted off of the trail via UTV262
- Crews, evaluated, treated, and transported the patient to Banner Goldfield

Divisional Report Training & EMS

District

- Acting Fire Chief
- Radius Rapid Deploy Demo
- Captains Meetings Data Collections Tips and Tricks
- Labor Management
- After Action Review for Special Events

Regional Partners

- Scottsdale Fire Training Academy Visit
- Banner Goldfield ER Director Meeting

Training

District

Extrication Training

- Preparation for in-house Multi-Company Extrication Training to enhance operational proficiency
- Conducted a comprehensive Wildland Field Day, attended by all suppression personnel, to strengthen wildfire response capabilities.

Candidate Development Program

- Facilitated four sessions since the last board meeting, encompassing:
- Mock Interviews
- Physical Training (PT) Sessions and Skills Course
- Recorded an average attendance of 20 candidates per session.
- Of those, 10 candidates from the program advanced to the Intern Academy, with 5 progressing to Chief Interviews.

Regional Partners

Technical Rescue Team (TRT) Training

- Training sessions:
- Confined Space Operations
- Trench Rescue Procedures
- Engine 262-B participated in a Rescue Conference hosted by the Pinal County Sheriff's Office (PCSO).

Academy Class 25-1

 Recruits are demonstrating strong performance and are currently in Week 11 of the East Valley Regional Academy

East Valley Fire Cadets (EVFC)

• The District provided support to the East Valley Fire Cadets during their Family Day event.

EMS

District

- · Paramedic Preceptor Training
- Captains Meetings
- NREMT Recertification Complete
- Operative IQ Training
- Completion of Renaissance Festival -
- 708 contacts
- 20 transports

Regional Partners

- EMS ROCC
- Regional Retirement Care Council

Transportation Services

- Submitted AZHDS Automatic Rate increase of 2.2%
- AEMS Education Committee Meeting AEMS Board of Governors Meeting
- East Valley Agencies Meeting
- EMS ROCC
- EMS ROCC Billing Subcommittee Meeting
- SFMD 457b Transition Meeting
- Banner Goldfield Meeting
- Republic EVS Ambulance Demo
- Labor Management Awards Meeting
- Budget Managers Quarterly Meeting
- Boys and Girls Club Fundraiser

Support Services

- Labor Management Meeting
- Budget Managers Meeting
- TRWC Coverage Meeting
- Special Events Monthly Meeting
- Project Meeting w/ Builder
- Knox Box Representative Meeting
- After Actions Meeting for Special Events & Intern
- Boys & Girls Club Fundraiser
- Comm Ops Meeting
- Captain Ehrlich's Retirement
- Meeting w/ Economic Development and Planning at City
- Attended Fire Chief Wayne Clement Retirement Event
- Battle of the Badges
- AED/CCR with City Staff
- Junction Mission Chapel Open House

Station 263 Tour with AJ Youth Advisory Group

Resource

- Investigator Class
- Radio Updates
- New E261
- Annual Hose Testing Completed
- Engineers Check-Off with Shop Mechanics
- Rotate Apparatus through Annex for PM
- Facility PM
- Budget Process Meetings
- Uniform Committee
- Recruit Uniforms
- PPE Turnouts
- Bills and Purchases

Administrative Services

- All Staff Meeting
- PSPRS Transition Deep Dive Meeting
- · HighGround Bond Consulting Meeting
- Captain Ehrlich Retirement
- Budget Managers Meeting
- Labor Management Awards Discussion
- 24-ARPA-109 Initial Meeting (\$273,000 Award)

8. New Business / Future Agenda Items

None

9. Announcements / Document Signing

President Weddell spoke Gala on May 2nd Golf on May 3rd Chief Whitney April Pool's Day

10. Adjourn

Motion by Director Cross to adjourn the board meeting at 7:25 p.m.

Seconded by Director Moeller **Vote** 5 ayes, 0 nays, **MOTION PASSED**

Governing Board Approval:

Board Clerk Connie Van Driel

Appendix B

B. Intergovernmental Agreement with Scottsdale Fire

Submitted By

Chief Read

Background / Discussion

The Superstition Fire and Medical District and the Scottsdale Fire Department desire to enter into an Intergovernmental Agreement to enable them to conduct joint training and to allow firefighter recruits from the Superstition Fire and Medical District to attend the Scottsdale Fire Academy. Training opportunities under the Agreement include, but are not limited to, recruit and in-service academy training and specialty schools for both sworn and civilian personnel. Joint training exercises will help increase the capabilities of both fire department agencies through increased interoperability in automatic aid situations, thereby increasing public safety for both communities.

Superstition Fire and Medical District staff support this opportunity, benefiting both agencies.

Financial Impact/Budget Line Item

N/A

Enclosure(s)

Intergovernmental Agreement with Scottsdale Fire



INTERGOVERNMENTAL AGREEMENT FOR FIRE SERVICE TRAINING BETWEEN THE CITY OF SCOTTSDALE AND

Superstition Fire and Medical District

	Scottsdale Contract No.:
	Participating Agency Contract No.:
day of ("Scottsdale"), an Arizona Department, and Superstitio on behalf of Superstition Fire	tal Agreement for Fire Service Training ("Agreement") is entered into this, 20 ("Effective Date") between the City of Scottsdale municipal corporation, for and on behalf of the Scottsdale Fire on Fire and Medical District ("Participating Agency"), Fire District, for and e and Medical District, each of which may be referred to individually as the "Parties" to this Agreement.

RECITALS

WHEREAS, Arizona Revised Statutes (A.R.S.) Sections 11-951, *et seq.* authorize public agencies to contract for services or jointly exercise any powers common to them and to enter into agreements with one another for joint or cooperative action.

WHEREAS, Article 1, Section 3-1 of the Scottsdale City Charter authorizes Scottsdale to enter into this Agreement.

WHEREAS, Superstition Fire and Medical District authorizes Participating Agency to enter into this Agreement.

WHEREAS, intergovernmental agreements for fire service training enable public agencies to work together for the mutual benefit of the public, for the mutual benefit of each agency's respective personnel, and to more effectively provide public safety services.

WHEREAS, Scottsdale desires to enter into this Agreement to allow Participating Agency to participate in fire service training and other related public safety activities at Scottsdale's fire training facility.

WHEREAS, Participating Agency desires to enter into this Agreement to participate in fire service training and other related public safety activities at Scottsdale's fire training facility.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

	O	
Scottsdate	Contract No.:	

1. Purpose. The Parties desire to enter into this Agreement for the purpose of allowing Participating Agency to participate in fire service training and other related public safety activities (collectively, "training") at Scottsdale's fire training facility. Such training includes, but is not limited to, the following: Aircraft Rescue Firefighter (ARFF) Certification Training; Firefighter Recruit Training; Fire Inspector Training; Hazardous Material Technical (HZM) Certification Training; EMT/Paramedic Recertification Training (CORE); Technical Rescue Technician (TRT) Certification Training; and required continuing education.

2. Services.

- 2.1. <u>Training and Other Activities</u>. Scottsdale will provide training as outlined in the Fire Service Training Menu, attached hereto as **Exhibit A**.
- 2.2. <u>Availability of Training</u>. Nothing in this Agreement creates an obligation or otherwise requires Scottsdale to host training, or to provide an opportunity for any particular training class to the Participating Agency.
- 2.3. <u>Training Records</u>. Scottsdale will provide original training records for the Participating Agency's personnel upon the completion of any training being provided, or upon termination of the Participating Agency personnel's attendance in the training program. Scottsdale will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole when applicable laws, fire service standards, or best practices require, or make reasonable and prudent, the preservation of such information.
- 2.4. Equipment and Assistance with Training.
 - 2.4.1. Scottsdale shall specify the equipment and materials ("Required Equipment") that the Participating Agency must provide to its employees, or that the Participating Agency's employees must have in order to participate in any particular training program. The Participating Agency's employees must have the required equipment as a condition of participation in the training program.
 - 2.4.2. Upon reasonable request, the Participating Agency will provide Scottsdale with instructors for assistance. When the Participating Agency has facilities or equipment (e.g., a burn building, training props, apparatus, etc.) that can facilitate a specific training being conducted by Scottsdale, the Participating Agency will allow Scottsdale to use such facilities, subject to their availability, when it is determined by both Parties to be in their mutual best interest. Any such contributions by the Participating Agency, to the extent applicable, will be considered in determining the Training Fees.
- 2.5. <u>Discipline, Academic Requirements, and Skill Performance Standards</u>.
 - 2.5.1. Scottsdale reserves the right, in its sole discretion, to determine whether the Participating Agency's employees are maintaining the minimum requirements necessary to continue in the training. In the event an Participating Agency employee is removed for failure to abide by training,

Scottsdale Contract No.:	

affiliated training location, or vendor academic, ethical, or disciplinary standards applicable to all fire service training students, the Participating Agency will remain responsible for full payment of contractual training fees. Removal from training is apart and independent from whether the impacted employee is disciplined or terminated by the Participating Agency.

- 2.5.2. Employees of both Parties shall be subject to the same standards for purposes of training and academics. If a Participating Agency employee is suspected of having engaged in misconduct while in training being conducted by Scottsdale, Scottsdale shall report the suspected misconduct to the Participating Agency as soon as practicable. The Participating Agency will be responsible for conducting any appropriate investigation and taking corrective action or discipline.
- 2.5.3. Scottsdale has the sole responsibility and authority to determine issues relating to: (1) the curriculum and content of instruction for training; (2) the training schedule and hours; (3) decisions about whether the Participating Agency's employees should remain in the training; (4) the implementation and execution of policies and procedures applicable to Scottsdale controlled training and Scottsdale owned training locations; (5) the facility and location of site specific training; and (6) the assignment and use of any Participating Agency provided instructors, staff, or equipment.
- 2.5.4. The Parties understand and agree that Scottsdale will determine the curriculum for training programs, in part, to satisfy Scottsdale's standards, which may include the skill performance standards within the Scottsdale Fire Department's Training Standards. The Participating Agency may request cross-training on Scottsdale materials, the presentation of which shall be provided by the Participating Agency's personnel. The Parties further understand and agree that Scottsdale will determine the appropriate location necessary to support training programs which, in part, satisfy Scottsdale standards. Additional training needs beyond Scottsdale's standards, which may require additional time and resources, by way of separate agreements will be the sole responsibility of the requesting Participating Agency.
- 2.5.5. Scottsdale will regularly communicate with the Participating Agency on issues that may affect the ability of a Participating Agency's employee to successfully complete the training program, including, but not limited to academics, physical fitness, discipline, and requirements of the Arizona State Fire Marshal and Arizona Department of Health Services. Scottsdale will advise the Participating Agency, as soon as possible, when it appears. that a Participating Agency employee may be subject to being removed from a Scottsdale training program.
- 2.6. Participating Agency Responsibilities. Participating Agency agrees to be responsible for ensuring that their employees sent to Scottsdale premises or training location pursuant to this Agreement meet the following minimum requirements to receive the training:

Scottsdale Contract No.:	

- 2.6.1. Participating Agency warrants that all Participating Agency employees participating in training are familiar with the type of exercise and physical ability necessary to participate and represents that, to the best of its knowledge, the health and physical condition of all Participating Agency employees participating are sufficient to undertake this training.
- 2.6.2. Participating Agency warrants that all Participating Agency employees participating in training are thoroughly familiar with the type of training being conducted and that their training and experience are sufficient to undertake this training.
- 2.6.3. Participating Agency agrees that prior to receiving Scottsdale fire training services training or utilizing a Scottsdale facility for training, Participating Agency employees must sign and submit a Scottsdale of Scottsdale Fire Service Training Assumption of Risk and Release Agreement, attached hereto as Exhibit B.
- 2.6.4. While on Scottsdale premises and at any other time or place during which Training Services or other activity pursuant to this Agreement is being conducted Participating Agency warrants that employees shall comply with all applicable United States Federal, State of Arizona, and Local laws, statues and ordinances, and with all legal and applicable regulations or orders of any governmental department, board, bureau, or agency, including Scottsdale.
- 2.6.5. Participating Agency will ensure that its employees have all required protective gear, uniforms, or other required equipment for the Training Services.
- 2.6.6. <u>Necessary Third-Party Agreements</u>. Due to the variety of insurance, indemnification, background check requirements etc., where training requires a separate Agreement to provide clinical rotations, such as in Paramedic Training, the Participating Agency will be solely responsible for making sure their employees are covered under an agreement with the non-Scottsdale owned training site location and the Participating Agency.

For Paramedic Training clinical rotations, Scottsdale will provide the necessary academic instruction. Additionally, Scottsdale will assist and track students with the required record keeping which is reviewed weekly to include patient assessment areas, skills completed, hours worked, student and preceptor evaluations and documentation of all patient contacts. Scottsdale staff available to the students throughout the clinical training includes the Program Director, Clinical Coordinator, Program Coordinator and any additional EMS staff assigned to the paramedic class. Student identification badges, access to electronic record keeping or paper records for the students to track all the required hours, skills and assessments to meet CAAHEP, CoAEMSP and AZDHS requirements will be provided by Scottsdale.

Scottsdale Contract No.:	
Scottsuate Contract No	

However, the insurance, indemnification, and decisions about agreeing to site specific background checks and policies will be the responsibility of the Participating Agency, as evidenced through separate agreements.

3. Term and Termination.

- 3.1. <u>Term.</u> This Agreement shall commence on the Effective Date referenced above and shall remain in full force and effect for five (5) years, unless terminated earlier as provided herein.
- 3.2. <u>Termination</u>. Either Party may terminate this Agreement at their convenience by providing not less than thirty (30) days written notice to the other Party. If this Agreement is terminated, the Participating Agency will be liable for services and material rendered and accepted in accordance with this Agreement.
- 3.3. <u>Cancellation</u>. The Parties acknowledge that this Agreement is subject to the cancellation by either party pursuant to the provisions of A.R.S. § 38-511.
- 3.4. Ownership of Property. Upon cancellation or termination of this Agreement for any reason, each Party will retain ownership of their solely provided property for the purposes of disposing of said property.

4. General Terms and Conditions.

- 4.1. Governing Law, Forum, and Venue. This Agreement will be governed and interpreted in accordance with the substantive laws of the State of Arizona without reference to choice of law principles. Any action brought to interpret or enforce any provision of this Agreement, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts in the State of Arizona, Maricopa County. Each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.
- 4.2. <u>Entire Agreement</u>. This Agreement constitutes the entire understanding between the Parties and supersedes all previous representations, written or oral, with respect to the subject matter contained herein. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement.
- 4.3. <u>No Waiver</u>. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party.
- 4.4. <u>Amendment</u>. This Agreement may not be modified or amended except in a writing signed by both Parties.
- 4.5. Health Insurance Portability and Accountability Act (HIPAA) of 1996. The Parties certify that each is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of

Scottsdale Contract No.:	

2009 and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. The Parties warrant that each will cooperate in the course of performance of the Agreement so that the Parties will be in compliance with HIPAA.

- 4.6. <u>Third-Party Beneficiary Clause</u>. The Parties expressly agree that this Agreement does not, by any of its provisions, create any third-party beneficiary, nor does it authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 4.7. <u>Non-Appropriation of Funds</u>. The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.
- 4.8. <u>No Joint Venture</u>. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between any of the Parties.
- 4.9. Workers' Compensation and Other Obligations. Each Party shall be responsible for providing all workers' compensation coverage, wages, benefits, and equipment for their respective employees in accordance with applicable laws and each Party's respective policies and practices. The foregoing notwithstanding, this Agreement is subject to the provisions of A.R.S. § 23-1022, as amended, and the employees of each Party shall be deemed to be employees of all Parties, for purposes of workers' compensation, in those circumstances specifically described in A.R.S. § 23-1022(D). The Party that regularly employs an employee that is entitled to workers' compensation benefits arising out of or related to this Agreement shall be considered the primary employer of said employee and shall have sole responsibility for payment of any such benefits. The Parties agree to comply with the notice provisions of A.R.S. § 23-1022(E).
- 4.10. <u>Compliance with Laws</u>. The Parties agree to comply with all existing and subsequently enacted federal, state, and local laws that are, or may become, applicable to this Agreement.
- 4.11. <u>Drug Free Workplace</u>. The Parties will comply with the Drug Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.
- 4.12. Immigration Law Compliance. To the extent applicable, the Parties agree to comply with the Immigration Reform and Control Act of 1986 and to permit inspection of their respective personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to their respective employees and compliance with A.R.S. § 23-214(A). Each Party reserves the right to inspect the papers of the other Parties to this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

Scottsdale Contract No.:	

- 4.13. Recitals Incorporated. The Recitals set forth above are incorporated into and made a part of this Agreement.
- 4.14. <u>Exhibits Incorporated</u>. All exhibits referenced herein and attached hereto are incorporated into and made a part of this Agreement.
- 4.15. <u>Severability</u>. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such provision shall be deemed deleted, the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement shall remain in full force and effect.
- 4.16. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

5. Payments.

- 5.1. Payment and Fees. Participating Agency will pay the amount identified in the Fire Service Training Menu for each Participating Agency employee that attends any training. This amount may be adjusted at the discretion of the Scottsdale Fire Chief based on Participating Agency's contribution to the training through the provision of non-monetary resources such as facilities and personnel, recruit training officers, and other factors listed for non-monetary resources.
- 5.2. Invoicing. Scottsdale will invoice Participating Agency per training class under this Agreement. Participating Agency shall remit all payments to Scottsdale of Scottsdale within thirty (30) calendar days of the invoice date (the "Due Date"). If Participating Agency's payment is not received with five (5) days after the Due Date, Scottsdale may exercise its right to terminate this Agreement.
- 5.3. Fees for Non-Monetary Resources. In establishing the Training Fee, the Parties may consider the nature and duration of the training; additional expenses associated with Participating Agency's participation in the training; non-monetary contributions by the Participating Agency in facilities, personnel, or equipment; and the experience, value, and goodwill inherent in the Parties training together. Scottsdale's Fire Chief has the discretion to waive fees, in whole or part, for the Participating Agency when it is in the best interest of Scottsdale.

6. <u>Indemnification</u>.

- 6.1. <u>Acknowledgement of Risk</u>. The Participating Agency acknowledges that participating in the Training Services is dangerous and includes the inherent and hazardous risks, including, but not limited to, the risk of serious injury, illness, death, burns, dismemberment, or permanent disability to Participating Agency or Participating Agency's employees.
- 6.2. <u>Indemnification</u>. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) ("Claims"),

Scottsdale Contract No.:	
Occidante Continuet i 10	

but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Each party must use its best efforts to cause all contractors (each an "Additional Indemnitor") to indemnify, defend, save and hold harmless the other party from and against any and all Claims caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor [and persons for whom they are vicariously liable].

The provisions of this Agreement wherein a Party has explicitly indemnified the other Party shall survive the expiration or earlier termination of this Agreement.

7. <u>Notices</u>. All notices, requests, demands, consents, approvals, and other communications which may be or are required to be served or given under this Agreement, shall be in writing and hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Party or Parties, as follows:

If to Scottsdale: City of Scottsdale

Attn: Scottsdale Fire Department

8401 E. Indian School Rd. Scottsdale, AZ 85251

Copy to: City of Scottsdale

Attn: City Attorney

3939 N. Drinkwater Blvd. Scottsdale, AZ 85251

If to Participating Agency: Superstition Fire and Medical District

Attn: John Whitney IV

565 N Idaho Rd.

Apache Junction, AZ 85119

Copy to: Superstition Fire and Medical District

Attn: William R. Whittington

565 N. Idaho Rd.

Apache Junction, AZ 85119

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This Agreement is hereby executed on behalf	f of Scottsdale as of the Effective Date.
	CITY OF SCOTTSDALE, an Arizona municipal corporation
	Lisa Borowsky, Mayor
ATTEST:	
Ben Lane, City Clerk	
REVIEWED AND APPROVED BY:	
Tom Shannon, Fire Chief	
has determined that the foregoing Agreemen	tribal law, the undersigned attorney for the above entity t is in proper form and is within the powers and authority s State and/or the applicable tribal government.
Sherry R. Scott, City Attorney	

Scottsdale Contract No.:

By: Shane C. Morrison, Assistant City Attorney

17994630

This Agreement is hereby executed on beha	lf of Participating Agency as of the Effective Date. Superstition Fire & Medical, An Arizona Fire District
	Kathleen Chamberlain, Board Chairman
ATTEST:	
Connie Van Driel, Board Clerk	
REVIEWED AND APPROVED BY:	
John Whitney, Fire Chief	
has determined that the foregoing Agreemen	e tribal law, the undersigned attorney for the above entity nt is in proper form and is within the powers and authority is State and/or the applicable tribal government.
William R. Whittington, Esq.	

Scottsdale Contract No.:

Scottsdale Contract No.:

Table of Exhibits

<u>Exhibit</u>	<u>Paragraph</u>	Description
Α	§ 2.1	Fire Service Training Menu
В	§ 2.6.3	Scottsdale of Scottsdale Fire Service Training Assumption of Risk and Release Agreement

Scottsdale Contract No.:	

EXHIBIT A

Fire Service Training Menu

Aircraft Rescue Firefighter (ARFF) Certification Training		
Course Overview	Description	
Scope	Students will study a curriculum required pursuant to the Federal Aviation Administration (FAA) 139.319. Students will learn skills needed to safely perform at Sky Harbor International Airport to include but not limited to: Airport Familiarization, Aircraft Familiarization, Aircraft Rescue Fire Fighter (ARFF) Safety, Emergency Communications, Apparatus, Agents, Aircraft Evacuation, Tactics and Strategy, Adaptive Structure, Cargo – Hazards, Emergency Plan, Airport Movement Area, Drivers Training, Annual Live Burn, Annual Escort Badging. This training will utilize the Incident Management/Unified Command structure and provide structure for working with our Aviation Partners.	
Course Length	2 Classroom Weeks, 80 Hours – M – F 0800 – 1700 2 additional driver training days – 0800 – 1700 Optional Live Burn Day (1 day per student) – 0800-1700	
Testing/Certification	Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are completed during the Live Burn Exercise and Drivers Training portion of the class. Students must complete a written examination at the end of the 80-hour course with a passing score of 75%. Engineers will be required to complete additional Drivers Training with the Drivers Training Captain at the end of the 80-hour course. Students will be required to complete a Live Burn Exercise at the end of the 80-hour course to become ARFF Certified. Students must attend 100% of the class, Live Burn and Drivers Training to be certified.	
Cost	Base cost - \$1,340 Base cost with optional live burn - \$1,840	

EMT/Paramedic Recertification Training (CORE)			
Course Overview	Description		
Overview	This is a recertification course designed to meet State requirements for recertification of EMT's and Paramedic's. The EMCT is an individual who has been certified in Arizona as an Emergency Medical Technician and/or a Paramedic. The EMCT is an allied health professional whose primary focus is to provide basic and advanced emergency medical care for critical and emergent patients who access the emergency medical system. These individuals possess the complex knowledge and skills necessary to provide patient care and transportation. The Core program meets and exceeds the requirements set forth for recertification by national, state, local organizations for these individuals to provide the highest level of care to our community. The Core recertification program recertifies individuals through the American Heart Association, in Basic Life Support, Advanced Life Support and Pediatric Life Support. The Core recertification process provides individuals with the latest updates and resources from PFD Emergency Medical Services: Recertifying members in service delivery with a specialized educational approach geared towards meeting the needs of the communities we serve: Assists us with fielding questions, changes and issues from the field in a timelier manner; Aids with dealing any discrepancies or immediate needs/issues that must be addressed as soon as possible; Identify and respond to community needs that demand high level training and customer service. CORE is purposely scheduled to assist members with remaining certified while creating minimal impact on deployment and staffing.		
Linked Target Capabilities	 EMS System- Applies fundamental knowledge of the EMS system, safety/wellbeing of the EMCT, and medical/legal and ethical issues to the provision of emergency care Research- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care. Workforce Safety and Wellness-Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care. Documentation- Applies fundamental knowledge of the EMS system, 		

issues to the provision of emergency care. Review of the Documentation Tool Guide, PFD Volume 12, and PFD Treatment Guidelines.

- EMS System Communication- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, medical/legal and ethical issues to the provision of emergency care.
- Medical/Legal and Ethics- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, medical/legal and ethical issues to the provision of emergency care.
- Anatomy and Physiology- Applies fundamental knowledge of the anatomy and function of all human systems to the practice of EMS.
- Medical Terminology- Uses foundational anatomical and medical terms and abbreviations in written and oral communication with colleagues and other health care professionals.
- Disease profiles and Pathophysiology- Applies fundamental knowledge of the pathophysiology of respiration and perfusion to patient assessment and management.
- Pharmacology- Applies fundamental knowledge of the medications that the EMCT may assist/administer to a patient during a medical emergency.
- Airway Management/Respiration- Applies knowledge (fundamental depth, foundational breadth) of anatomy and physiology to patient assessment and management in order to ensure a patent airway, adequate mechanical ventilation, and respiration for patients of all ages.
- Patient Assessment- Applies scene information and patient assessment findings (scene size-up, primary and secondary assessment, patient history, reassessment) to guide emergency medical management.
- Medical Emergencies- Applies fundamental knowledge to provide basic and advanced emergency care and transportation based on assessment findings for an acutely ill patient with medical emergencies.
- Trauma/Shock- Applies fundamental knowledge to provide basic and advanced emergency care and transportation based on assessment findings for an acutely injured patient with traumatic emergencies.
- OB/GYN- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for a patient with special needs in obstetrics and individuals with pregnancies.
- Pediatric and Neonatal emergencies- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for a pediatric patient, and

	patients with special needs.
	 Geriatrics- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for The elderly/geriatric patient, and elderly patients with special needs.
Scope	The EMCT is an allied health professional whose primary focus is to provide basic and advanced emergency medical care for critical and emergent patients who access the emergency medical system. This individual possesses the complex knowledge and skills necessary to provide patient care and transportation. EMCT function as part of a comprehensive EMS response, under medical oversight. EMCT can perform interventions with the basic and advanced equipment within their system. The EMCT is a link from the scene into the health care system.
Course Length	1 day, 8hrs. Held on Monday's and Friday's 0800-1700. Prerequisites must be completed prior to attending class.
Delivery Options	Complete: In a classroom setting utilizing video content, PowerPoint presentation and multiple skills application. Partial: Utilizing all AHA and CORE video content. Once completed, members will be tested on individual skills at battalion office in a small group setting. Train-the-Trainer: Required Prior: previous teaching experience, Instructor certifications and in good standing within Scottsdale Fire Department. Skills Instructor: Follow another instructor for each skill and demonstrate a "Teach Back" at mastery level prior to becoming a skills instructor. Lead Instructor: Follow a lead instructor with classroom instruction and management. Upon following a lead instructor, the member will Lead the Core classroom with another lead, assisting the trainee to mastery.
Target Audience	Fire Service, Hazardous Materials, Law Enforcement, Emergency Medical Services, Public Works
Prerequisites	Current AZ DHS EMT certification Current AZ DHS Paramedic certification RN, PA and/or MD/DO Current: American Heart Association (AHA) — BLS Health Care Provider certification AND (For Paramedic, RN, PA, MD and DO)

	T
	American Heart Association (AHA) — Advanced Life Support provider certification
	American Heart Association (AHA) — Pediatric Life Support provider certification
	All AHA video modules completed with certificates. All state required CEs completed for EMTs and
	Paramedic's
	EMT- 24 CE hrs. Paramedic — 48 CE hrs.
	Must be in Uniform!
	EMCT members, during the testing process, will demonstrate competence in a wide range of emergency care skills.
Testing/Certification	Members will show competence in the following skills during testing: patient assessment/management of a trauma patient, patient assessment/management of a medical patient, assessment/management of cardiac arrhythmias, cardiac arrest management/AED utilization, basic and
	advance airway/ventilation management of an apneic patient, long bone fracture immobilization, joint dislocation immobilization, traction splinting, bleeding control/shock management, upper airway adjuncts and suction, bagvalve-mask ventilation with supplemental oxygen, and supplemental oxygen administration to a breathing patient.
	Members will show competency in Pediatric, Adult and Geriatric patient management. The course will be geared towards a team-based setting with advance and basic level practitioners.
	Members will take written exams covering all course objectives. Exams will be American Heart Association BLS, ACLS and PALS. A passing score of 80% must be obtained.
	Upon completion of Psychomotor skills and written testing, members must demonstrate that they have completed the required number of CE hours, a OHS application, class and AHA rosters, and AHA evaluation prior to recertification.
Evaluation Strategy	Practical Skills will be assessed through various skills worksheets for each medical scenario from American Heart Association.
	2 years as a EMT or Paramedic Good standing within EMS, Scottsdale Fire Department and
Instructor Certification and Qualification	AZ OHS Understanding and knowledge of all Standing Guidelines,
	SOP's and Volume 12 NREMT Skills Examiner instructor
	EDU 250 (from the College)
	Current: BLS instructor card

200++0010	Contract No.:	
sconsoare	COMPACINO	

	ACLS instructor card PALS instructor card
Cost	\$200 per student

Firefighter Recruit Training (14 Week Recruit Training Academy)		
Course Overview	Description	
Overview	The Scottsdale Fire Recruit Training Academy is conducted over a minimum of 14 weeks with 550 hours of training and meets the requirements of the Regional Automatic Aid IGA.	
Scope	Over the course of the firefighter recruit academy the following skills will be covered: Physical Fitness Peer Support EMS Training Haz Mat / Special Ops Vehicle Safety Fireground Skills SCBA Hose Lays Search & Rescue Ventilation Forcible Entry Hose Management Ground Ladders Live Fire Training Intro to Heat Flashover Functional Burns Car Fires Ladder Functions Extrication Salvage & Overhaul Commercial Ventilation Building Construction High Rise Fireground Survival Power & Hand Tools Communications Tactics Utilities Violent Incident Training	

	Extinguishers Cancer Awareness & prevention Safety Professional Standards Firefighter Survival Urban Interface Mental Health / Peer Support	
Course Length	14-16 weeks (dependent on Scottsdale Holidays) 550 Hours - M-F 0700-1600	
Prerequisites	Arizona State EMT IAFF Certified CPAT CPR Certification: American Heart Association (AHA) - Health Care Provider American Red Cross (ARC) - CPR for the Professional Rescuer National Safety Council (NSC) – Equivalent Qualification	
Testing/Certification	Recruits will be evaluated and tested on their knowledge, skills and abilities throughout the academy. At the end of the recruit training academy recruits that have not previously obtained Arizona State Firefighter 1 & 2 certification will be required to complete that testing process. The Arizona Center for Fire Service excellence administers the test including practical skills evaluations and a written exam. Upon completion of that exam, recruits will be Firefighter 1 & 2 certified. Upon completion of the recruit academy recruits become Probationary Firefighters and work under the supervision of a Field Training Officer for up to 9 months.	
Evaluation Strategy	Practical Skills will be assessed through skills evaluations via iPad and a training database. Results are shared with recruits.	
Instructor Certification	The Scottsdale Fire Recruit Training Academy is taught by Regional Fire Captains and subject matter experts, maintaining a maximum recruit-to-instructor ratio of 5:1. We recommend that instructors obtain EDU250 from MCCCD and Fire Instructor 1 certification.	
Recruit Training Officer (RTO)	Any participating agency sending a recruit to the Scottsdale Fire Recruit Training Academy will provide RTOS from their agency at a rate of 1 RTO per 5 recruits. For clarification, refer to the following: 1-5 recruits = 1 RTO 6-10 recruits = 2 RTOs Etc.	
Cost	\$5,000 per recruit No credits will be given for providing required RTOs.	

O ++I - I -	Contract No.:	
~cottenala	CONTRACTINO	

Fire Inspector Training	
Course Overview	Description
Scope	Over the course of the training program, candidates will learn the skills needed to perform a complete, holistic inspection from start to finish. They will also learn records and code research, how to create comprehensive inspection notices, conducting technical plan review, customer service delivery skills, creating and maintaining inspection data reports and the citation process.
Course Length	16 weeks, 640 Hours - M-F 0730-1600
Testing	Upon the completion of each chapter, a quiz will be administered. There will also be a mid-term exam and final exam during the didactic portion of the program. Minimum passing score for all quizzes and tests will be 80%. The filed internship will be comprised of Pass/Fail practical skills stations.
Cost	\$1,500 per candidate

Hazardous Material Technical (HZM) Certification Training	
Course Overview	Description
	Over the course of the program, students will learn the skills needed to safely perform Hazardous Material Technician level response in accordance with OSHA CFR29 1910.120 and NFPA 472 & 1072.
	The objectives of the course are to teach participants:
	to classify, identify, and verify known and unknown material by using field survey instruments and equipment;
Scope	to select and use the proper chemical protective clothing provided to the hazardous materials Technician;
	to understand hazard and risk assessment techniques for Hazmat and CBRNE environments;
	to be able to perform advanced control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available;
	to develop incident action plans within the parameters of the incident

	command system.
Course Length	5 Weeks, 200 Hours - M-F 0800-1700
Prerequisite	Hazardous Materials First Responder Operations
Testing/Certification	Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are included in the daily breakdown within the course pertaining to the skills being learned. Students must complete a written examination at the conclusion of the following module with a passing score of 75%: Chemistry At the conclusion of the entire Hazardous Materials Technician program, students must complete a written examination covering all course objectives in accordance with IFSAC accreditation standards. A passing grade of 75%, as well as successful completion of all skill check-offs is required by each student in order to complete the course.
Cost	\$4,500 per student

Initial Paramedic Training	
Course Overview	Description
Scope	Throughout the course of the Paramedic training program, the student will learn the knowledge and skills needed to safely and proficiently provide basic and advanced emergency medical care and transportation for critical and emergent patients who access the emergency medical system. Paramedics function as part of a comprehensive EMS response, under medical oversight. Paramedics can perform interventions with the basic and advanced equipment within their system. The paramedic is a link from the scene into the health care system.
Course Length	10 Months, 1,282 hours. Class meets Tuesday, Wednesday &Thursday 0900-1800
Testing/Certification	Students will demonstrate competence in the following skills during testing: patient assessment/management of a trauma patient, patient assessment/management of

Cost	\$5,000 Per Student
	Upon successful completion of NREMT examinations, students receive their Arizona and National Paramedic certifications Additional Certifications awarded during paramedic training Certificate of Completion from Phoenix College ACLS certification PALS certification TECC Certification
	Upon successful completion of the PFD Paramedic Training Program, students are eligible to take the NREMT Psychomotor test and the NREMT CAT test.
	Students will take written, computer generated and skills examinations covering all course objectives. A passing score of 80% must be obtained.
	cardiac arrhythmias, cardiac arrest management/AED utilization, basic and advance airway/ventilation management of an apneic patient, long bone fracture immobilization, joint dislocation immobilization, traction splinting, bleeding control/shock management, upper airway adjuncts and suction, bagvalve-mask ventilation with supplemental oxygen, and supplemental oxygen administration to a breathing patient. Students will show competency in Pediatric, Adult and Geriatric patient management.

Technical Rescue Technician (TRT) Certification Training		
Course Overview	Description	
Scope	Over the course of the program, students will learn the skills needed to safely perform rescue operations in the following areas of expertise: Rope Rescue Confined Space Search and Rescue Trench and Excavation Search and Rescue Structural Collapse Swiftwater Rescue Vehicle and Machinery Rescue Helicopter Rescue Operations This training will utilize the Incident Management/Unified Command structure to assess a technical rescue hazard within the response area, identify the level of operational capability, and establish operational criteria.	
Course Length	5 Weeks, 200 Hours - M-F 0800-1700	
Testing/Certification	Students will be evaluated and tested on their knowledge, skills and abilities	

	throughout the course.
	Skill and performance evaluations are included in the daily breakdown within the course pertaining to the skills being learned.
	Students must complete also a written examination at the conclusion of the following modules with a passing score of 80%: Confined Space Rescue Trench Rescue Structural Collapse
	In addition, at the conclusion of the entire Technical Rescue Technician program, students must complete a written examination covering all course objectives. A passing grade of 80%, as well as successful completion of all skill check-offs is required by each student in order to complete the course.
Cost	\$4,500 per student

Scottsdale Contract No.:	

EXHIBIT B

City of Scottsdale Fire Service Training Assumption of Risk and Release Agreement

THIS IS A RELEASE OF LEGAL RIGHTS - READ AND UNDERSTAND BEFORE SIGNING

١,	,	, hereby agree as follows:
	(PRINT NAME)	

- 1. Risk of Activity. I understand that participation in training exercises ('Activities") with the City of Scottsdale and its affiliated training vendors ("Scottsdale"), at Scottsdale and or affiliated vendor locations ("Site(s)) involves inherent risk of physical injury and illness associated with and arising out of my presence at the Site and participation in the Activities. I have made my own investigation of these risks and fully accept these risks. I am thoroughly familiar with the type of exercise and physical ability necessary to attempt the Training. I represent that to the best of my knowledge my health and physical condition are excellent and that I am physically capable of participating in Training. I understand that the Training is dangerous and includes the risk of serious injury, burns, illness, death, or permanent disability. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of Scottsdale. I am knowingly and voluntarily participating in the Training with an understanding of the risks involved and hereby agree to accept and assume any and all risks of injury, illness, death, or permanent disability I incur, whether caused by Scottsdale or otherwise.
- 2. <u>Waiver of Liability</u>. I understand Scottsdale is not responsible for any injury or loss I may suffer while participating in Activities at the Site. I hereby completely and unconditionally release and forever discharge Scottsdale, its officials, officers, employees, agents, and all other participants, from all injury, loss, damage, accident, delay, or expense, arising out of any Activities at the Site.
- 3. Health and Safety.
 - a. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or conditions precluding or restricting my participation in Activities at the Site.
 - b. I have arranged, through insurance, or otherwise, to meet any and all needs for payment of medical costs while I participate in Activities at the Site. I acknowledge and understand Scottsdale is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefrom. If I require medical treatment or hospital care during the Activities, Scottsdale is not responsible for cost or quality of such treatment or care.
 - c. Subject to medical decision-making capacity, I acknowledge and understand Scottsdale may, but is not obligated to, take any action it considers warranted under

Scottsdale Contract No.:	

the circumstances regarding my health and safety. I agree to pay all expenses related thereto and release Scottsdale from any liability for any actions taken.

- 4. <u>Standard of Conduct</u>. I agree to comply with all Scottsdale's rules, standards, and instructions while a participant in Activities at the Site, including but not limited to, Scottsdale Fire Department Rules and Regulations, as amended. I waive and release all claims against Scottsdale for my failure to remain under the supervision of Scottsdale personnel or to comply with such rules, standards, and instructions.
- 5. Assumption of Risk and Release of Claims. Knowing the risks described above, and in consideration of being permitted to participate in Activities at the Site, I agree, on behalf of myself, family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding my participation in Activities at the Site. To the maximum extent permitted by law, I release and indemnify Scottsdale, its officials, officers, employees, and agents, from and against any present or future claim, loss, or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in Activities at the Site, including periods in transit to or from the Site.
- 6. INDEMNITY. I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES AND COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, AND COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD- PARTY RELATED TO MY PARTICIPATION IN THE TRAINING. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE REALEASEES, IN INSTANCES WHERE SUCH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT CAUSES PERSONAL OR BODILY INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT I AND THE RELEASEES ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.
- 7. No Joint Venture. I understand that no term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties. I further understand that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement. To the extent applicable by law, I will not be deemed to be the employee, agent, or servant of Scottsdale. I understand that where I am included as a "student" that does not deem me to be an employee or agent of Scottsdale.
- 8. Workers Compensation. For the purposes of workers' compensation coverage, the agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Waiver shall be the agency solely liable for payment of all approved workers' compensation and related benefits.
- 9. If any one or more of the provisions in this waiver are determined to be invalid, illegal, or unenforceable, it shall not affect any other provision of this waiver, and this waiver shall be construed as if such invalid provision had never been contained in this waiver. In any legal

Scottsdale Contract No.:	

action in connection with this waiver, the exclusive venue shall be in the courts of Maricopa County, Arizona and this waiver shall be construed in accordance with the laws of the State of Arizona.

By signing below, I acknowledge that I have carefully read this Assumption of Risk and Release Agreement and sign it voluntarily. No representations, statements, inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall become effective only upon receipt by Scottsdale and shall be governed by and construed in accordance with the laws of the State of Arizona including Scottsdale's Charter and Municipal Ordinances. Venue for any action relating to or arising out of this agreement shall be in the Court for Scottsdale and County of Maricopa.

Executed by:		
(SIGNATURE)	(DATE)	
(PRINT NAME)		
(NAME OF DEPARTMENT OR PARTICIPATING AGENCY)		
Witnessed by:		
(SIGNATURE)	(DATE)	
(PRINT NAME)		

Appendix C

C. Vector Solutions Order Agreement – Addition of Evaluations+ Module

Submitted By

David Pohlmann, Deputy Chief – Training & EMS Lauren Daniel, Information Systems Manager

Background / Discussion

Vector Solutions is offering an additional module to their Learning Management System. This new Evaluations+ module will allow SFMD to quickly document skills proficiency, which will identify skill gaps, reduce liability exposure, and boost skill mastery.

SFMD's annual subscription term was running from 04/30/2025-04/29/2026, which has already been paid. The payment for that renewal will be credited back to SFMD as the term for the new agreement takes effect from 07/01/2025-06/30/2026.

Financial Impact/Budget Line Item

Budget Account: 6301 Computer Software

Item	Cost
Credit for Previous Term (04/30/2025-04/29/2026)	-15,971.25
Prorated Cost for Partial Previous Term (04/30/2025-06/30/2025)	2,534.70
New Term Invoice with Evaluations+ (07/01/2025-06/30/2026)	20,479.00
One-Time Implementation Fee for Evaluations+	1,080.00
Total Cost Increase for FY 2025/2026	8,122.45

Enclosure(s)

Vector Solutions Order Agreement







TargetSolutions Learning, LLC Order Form Schedule A

Date: Thursday, May 8, 2025

CI	iont	Inf	٥rm	ation
GI	æni	1111	OHI	anon

Client Name: Superstition Fire & Medical (AZ)			
Address:			
565 N Idaho RD			
Apache Junction, AZ 85219			
Primary Contact Name:	Primary Contact Phone:		
David Pohlmann	480-982-4440 x 116		

Agreement Term

Effective Date: 07/01/2025	Initial Term: 36 months

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Lauren Daniel			
Billing Address:		Billing Phone:	
565 N Idaho Road Apache Junction, Arizona 85219		480-982-4440 ex. 141	
Apache dunction, Amzona e	JOZ 10	Billing Email:	
		lauren.daniel@s	sfmd.az.gov
PO#:	Billing Frequence	:y:	Payment Terms:
	Annual		Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSLEARN	Vector LMS, TargetSolutions Edition - Learning Management Package	Admin	13	\$51.45	\$668.85
TSMAINTFEE S	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$195.00	\$195.00
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Suppression and Transportation staff	127	\$114.45	\$14,535.15
TSEVAL	Vector Evaluations+	Suppression and Transportation staff	127	\$40.00	\$5,080.00

Annual Total: \$20,479.00

One-Time Fee(s)

One-Time Fee(5)					
Product Code	Product	Description	Qty	Price	Sub Total
EVALIMP	Vector Evaluations+ Implementation Investment	Implementation Investment for Vector Evaluations+ Platform	1	\$1,080.00	\$1,080.00
CTU	Contract True-Up Adjustment	2 month of Services 4/30/2025 -6/30/2025	1	\$2,534.70	\$2,534.70

One-Time Total: \$3,614.70

Total (including Annual and One-Time): \$24,093.70

This is not an invoice.

Order Form Terms and Conditions.

- 1. Additional Named Users added after the Effective Date (e.g., Named Users above the Effective Date Named Users) will be invoiced at the retail per Named User fee at the end of each calendar quarter thereafter (the "Measurement Date"). Such Additional Named Users shall be invoiced at the contracted per Named User fee for subsequent periods after the Measurement Date.
- 2. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year.
- 3. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
- 4. Upon termination or expiration of the Initial Term, this Agreement may be renewed upon mutual written agreement signed by both Parties.

Additional Terms and Conditions

- 1. This Order Form is governed by the Master Software as Service Agreement а https://www.vectorsolutions.com/master-software-as-a-service-agreement/ (the "Governing Contract"). Capitalized terms not otherwise defined in this Order Form have the meanings assigned to them in the Governing Contract.
- 2. To the extent any term(s) of the Governing Contract and this Order Form conflict, the term(s) of this Order Form will supercede the conflicting term(s) of the Governing Contract.
- 3. This Order Form will become effective when signed by both Parties. Unless both Parties sign this Order Form, the pricing and terms offered in this Order Form expire on the Offer Expiration Date stated above.
- 4. This Order Form and the pricing terms herein are specific to You and shall be considered Our Confidential Information. To the extent shared with any permitted third parties pursuant to the confidentiality terms between the Parties, such third party shall be bound by terms that prohibit their use of the information for any purpose beyond providing services to You, including restricting their use of the information in any aggregated or anonymized format.
- 5. IF YOU ARE LOCATED OUTSIDE THE UNITED STATES, Your data, including Your and Your End Users' personally-identifiable data, will be exported to the United States to enable us to administer, operate and process the Services.

To proceed, please sign this Order Form

Signatures

Each undersigned hereby represents that he/she is an authorized representative of the respective Party, and is authorized to commit the respective Party to all terms and conditions in this Order Form, and each undersigned acknowledges that the Parties rely on such representation in their agreements set forth in this Order Form.

Target Solutions Learning, LLC d/b/a Vector Solutions 4890 W. Kennedy Blvd, Suite 300 Tampa, FL 33609	Superstition Fire & Medical (AZ) 565 N Idaho RD Apache Junction, AZ 85219
Ву:	Ву:
Printed Name: Mark Fung	Printed Name: <u>Kathleen Chamberlain</u>
Title: VP of Customer Success, Public Sector	Title: Board Chairman
Date:	Date:

Appendix D

D. Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2025 / 2026 from the Pinal County Treasurer's Office, and the Amendment to Commercial Account Signature Card from Wells Fargo bank

Submitted By

Fire Chief John Whitney James Vincent Group

Background / Discussion

The <u>Combined Resolution Affecting County Treasurer Transations for Fiscal Year 2025 - 2026</u> ("Resolution") is an annual requirement from the Pinal County Treasurer's Office ("PCT"). The purpose of the Resolution is for the District to provide direction to PCT as to who is authorized to approve the following types of transactions on behalf of the District:

- 1. Investment Resolution: Authorizes the Pinal County Treasurer's Office to invest on behalf of the District any/all excess funds in interest bearing securities as authorized by law.
- 2. Warrant Resolution: Identifies individuals who are authorized to provide warrant information including wires, voids, and/or stop payments to the Pinal County Treasurer on a daily basis.
- 3. Fund Transfer Resolution: Identifies individuals who are authorized to request the Pinal County Treasurer to process wire transfers, book transfers and/or EFT payments on behalf of the District.
- 4. Warrant Signature Resolution: Identifies (and provides specimen signatures) for those authorized to sign warrants on behalf of the District for the Fiscal Year 2025 / 2026.
- 5. List of Outside Bank Accounts: Identifies the outside bank accounts maintained by the District.

The <u>Amendment to Commercial Account Signature Card</u> is a requirement from Wells Fargo to ensure their records properly reflect the same information regarding signers for the District's warrants.

NOTE: Both of these documents needs to be manually signed by the respective individuals using blue ink.

Financial Impact/Budget Line Item

N/A

Enclosures(will be forthcoming)

- Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2025 / 2026
- Amendment to Commercial Account Signature Card





Michael P. McCord Pinal County Treasurer

Post Office Box 729 31 N Pinal St Bldg E Florence, AZ 85132-0729 Telephone (520) 509-3555 or (888) 431-1311 Fax (520) 866-6446 e-mail: bookkeeping@pinal.gov

TO: All Pinal County Political Subdivisions

FROM: Michael P. McCord, Pinal County Treasurer

RE: Closing Fiscal Year-End Accounting Records

DATE: April 22, 2025

As the 2024-2025 fiscal year comes to an end, this memorandum is provided as a reminder of the deadlines that are crucial to meet reporting requirements. Transfers and deposits will be accepted at the Treasurer's office until 12:00 p.m., June 30, 2025. Any deposits or transfers received after that time will be posted and credited in July of the next fiscal year.

Any district with an outstanding line of credit must have that credit line paid in full by the end of the fiscal year. In order for us to pay the bank on June 30th, a deposit or transfer must be posted by 12:00 p.m., Friday, June 13, 2025 unless you have been approved by the bank for an extension.

Our office requires the following Resolutions to be approved by your Board:

- 1. Investment Resolution Authorizing the Treasurer to invest and re-invest your surplus funds for the fiscal year.
- 2. Warrant Resolution Appointing a representative to provide warrant information to our office.
- 3. Warrant Signature Resolution Naming the person or persons authorized to sign warrants for the fiscal year. Please include an original sample of the signatures with the resolution. This resolution is required of those districts authorized by Arizona Statute to issue their own warrants.
- 4. Fund Transfer Resolution Naming the person or persons authorized to request our office to wire funds from your account on behalf of the district.
- 5. List of outside bank accounts The Treasurer's office should be aware of any outside bank account maintained by the District.
- 6. We are including a new Wells Fargo Signature Card to be updated for auditing purposes. Please complete the form and send with the Resolutions only if there are any changes.

These Resolutions have been condensed into a single form for your convenience. Please complete and return to our office by July 31, 2025.

COMBINED R E S O L U T I O N AFFECTING COUNTY TREASURER TRANSACTIONS FOR FISCAL YEAR 2025-2026

COMES NOW the Governing Board of the Superstition Fire & Medical District of Pina County, Arizona, and hereby declares that on the 21st day of May, 2025, at a duly called and notice public board meeting, upon motion duly made, seconded and carried with a vote of "Ayes and "Nays" this Board approved one or more of the following Resolutions affecting financial transactions with or by the Pinal County Treasurer for Fiscal Year 2025-2026.				
	thorized initial in one or more boxes acknowledges the Governing Board's approval of the more of the following resolutions:			
	WHEREAS, this District periodically has funds on hand that are in excess of any anticipated authorized requirements; and,			
	WHEREAS, it appears to be in the best interest of the district to authorize the Pinal County Treasurer to invest and keep invested these funds in interest bearing securities as authorized by law; and			
	WHEREAS, from time to time it will in the best interest of the District, and thus necessary, to authorize the Pinal County Treasurer to sell these securities to provide available funds for current authorized District requirements; and			
	WHEREAS, Arizona state law permits the Governing Board of this District to request the consent of the Pinal County Board of Supervisors to invest and reinvest all district monies as authorized by law for the fiscal year.			
	BE IT RESOLVED by that subject to the consent of the Pinal County Board of Supervisors, the Pinal County Treasurer is authorized to purchase, hold, and sell such securities on behalf of this district.			
****	************************			

WHEREAS, this District issues or will issue warrants drawn on the servicing bank for the Pinal County Treasurer; and,			
WHEREAS, it in the best interest of the Di	strict to authorize the herein named person,		
Ben Archer Clowes Printed Name	Signature		
an authorized representative of the District, to prov stop payments, to the Pinal County Treasurer on a	ide warrant information including wires, voids and/or daily basis; and		
	will submit the warrant information to the servicing yent fraud and/or illegal use of district funds.		
	d that subject to the consent of the Pinal County Board e Pinal County Treasurer with warrant information as business.		
************	*************		
WHEREAS, it appears to be in the best inte	rest of the District to authorize		
Michelle (Miki) Klemesrud Printed Name	Signature		
Valerie Blodgett Printed Name	Signature		
as an authorized representative of the district to rec transfers, book transfers, ACH and/or EFT paymen	•		
persons to request that the Pinal County Tr	oard hereby authorizes one or both of the foregoing reasurer process payments via Treasurer check, wire payments on behalf of the District on behalf of the		
*****	***********		

	This resolution is required of those districts authorized by Arizona Statute to issue its own warrants.					
	WHEREAS, it appears to be in the best interest of the district to authorize the below specified persons to sign warrants on behalf of the district for the fiscal year, 2025-2026;					
	BE IT RESOLVED the warrants on behalf of the			eby authorizes the following persons to sign 2025-2026.		
Kathle	en Chamberlain					
Printed	•		Signature			
Jeff Cr	oss					
Printed			Signature			
Shawn	Kurian					
Printed Name			Signature			
Jason N	Moeller					
Printed Name			Signature			
Connie	e Van Driel					
Printed Name			Signature			
	WHEREAS, the Pinal (ined by the district we h			hall be advised of any outside bank accounts owing account(s):		
Wells l	Fargo	Phoenix, AZ		Payroll Clearing Account		
Bank N		Bank Location (City	y/St)	Account Purpose		
W 7.11. 1	Fana	Dia anim A.7		Elect Democit/ACH Democit A		
Wells I Bank N		Phoenix, AZ Bank Location (City	v/St)	Elect. Deposit/ACH Payment Acct. Account Purpose		

Wells Fargo Bank Name	Phoenix, AZ Bank Location (City/St)	Lockbox Payment Account Account Purpose
Dalik Ivallic	Bank Location (City/St)	Account I uiposc
BY OUR SIGNATURES BELO	OW WE CERTIFY THAT T	HIS IS A TRUE AND CORRECT COPY OF
THE RESOLUTION ADOPTE RESOLUTION HAS NOT BEE		OARD OF THE DISTRICT AND THAT THIS
RESULUTION HAS NOT BEE	LN AMENDED OR REVOR	ED BY THE BUARD.
Dated:	Approval for	Fiscal Year <u>2025-2026</u>
Kathleen Chamberlain, Chair		
Name and Title: (Typed/Printe	ed)	(Signature)
Jeff Cross, Director		
Name and Title: (Typed/Printe	(d)	(Signature)
Shawn Kurian, Director	.4/	(Cionatuma)
Name and Title: (Typed/Printe	ea)	(Signature)
Jason Moeller, Director		
Name and Title: (Typed/Printe	ed)	(Signature)
Connie Van Driel, Director		
Name and Title: (Typed/Printe	ed)	(Signature)

Appendix E

E. Runbeck Election Services

Submitted By

Anna Butel, Administrative Services Director

Background / Discussion

As part of the bond election process, SFMD will need to provide a Voter Publicity Pamphlet for the November 4, 2025, election. Runbeck Election Services will produce the pamphlet in newsprint, English, and Spanish, in accordance with applicable legal requirements and the election calendar.

Financial Impact/Budget Line Item

\$11,517.00

Enclosure(s)

Estimate





To: Superstition Fire & Medical District

ESTIMATE

Date: April 15, 2025

Attention: Paul Bentz We are pleased to submit the following estimate: Job Name: Superstition Fire & Medical District November 2025 Publicity Pamphlet **Description:** Self-cover pamphlet, 8.375 x 10.875" Design/Type: Format provided Word/Excel documents into pamphlet template Translation: Translate provided documents into Spanish Paper Stock: 27.7# newsprint Presswork: 1/1 black Bindery: Trim and fold to: 8.375 x 10.875" Saddle stitch on the 8.375 x 10.875" side Mailing: Process supplied data, inkjet in black, sort and mail **Delivery:** To USPS (requested extras to client) Estimated Quantities: Pamphlets (Print): 29,000 Pamphlets (Mail): 28,500 Est. Pricing (24 page): \$ 672.00 - Art Layout (@\$28/page) 1,440.00 - Spanish Translation (@.24/word), estimated word count: 6,000 6,863.58 - Print & Bind * 375.00 - Mailing Setup 2,166.00 - Data, Inkjet, Sort & Mail 11,516.58 – (Does not include shipping, sales tax or postage) Estimate provided by: Accepted by: Signature Jim Albany Date jalbany@runbeck.net

Printed Name:

^{*} Prices subject to change after 60 Days of date of Estimate and due to changes in paper costs.

Changes to specifications will also change the pricing.

Appendix F

F. Amendment to the PSPRS 457(b) Adoption Agreement

Submitted By

Anna Butel, Administrative Services Director

Background / Discussion

The Deferred Compensation Committee recommends moving our existing Nationwide Plans to the PSPRS Nationwide plan. It's worth noting that the PSPRS Nationwide plans offer lower fees and possibly better performance, which can significantly impact retirement savings overall. Moving our plan is a strategic move that will optimize retirement funds and achieve long-term financial objectives for our membership.

This amendment agreement has been updated to address the employer's contribution to the PSPRS plan.

Financial Impact/Budget Line Item

n/a

Enclosure(s)

Amendment to the PSPRS 457(b) Plan Adoption Agreement



AMENDMENT TO THE PSPRS 457(b) PLAN ADOPTION AGREEMENT

This first Amendment to the PSPRS 457(b) Plan Adoption Agreement ("Amendment") is effective as of the date signed by and between PSPRS ("Plan Sponsor"), and Superstition Fire and Medical District ("Participating Employer").

Participating Employer and PSPRS executed the PSPRS 457(b) Plan Adoption Agreement ("Joinder Agreement") for the PSPRS Deferred Compensation Plan ("Agreement") between Plan Sponsor and Participating Employer on the 19th day of March 2025, under which the Participating Employer agreed to join the Plan Sponsor's Deferred Compensation Plan (hereinafter "Plan"). PSPRS has recently modified the Adoption Agreement to allow Employer Contributions and the Participating Employer wishes to take advantage of this option.

The Participating Employer hereby elects to add Employer Matching Contributions for full time employees using the following formula; Dollar for dollar match up to \$122.00 per pay.

Except as otherwise amended herein, all other terms and conditions of the Joinder Agreement not in conflict shall remain in full force and effect. If there is a conflict or ambiguity among the amendment and the Agreement, the documents in the following order shall prevail and control: (1) this first Amendment and (2) the original Joinder Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date signed by the Participating Employer.

Participating Employer Name: Superstition Fire and Medical District						
Authorized Signatory Name:	Kathleen Chamberlain_					
Authorized Signatory Signature:						
Title:	_Board Chairman_					
Date:						
Acceptance by the Plan Administrator Plan Administrator or Designee: PSPRS	2					
	2					
Plan Administrator or Designee: PSPRS	2					
Plan Administrator or Designee: PSPRS Signature:	2					

Appendix G

G. Disposition of Surplus Property

Submitted By

Anna Butel, Administrative Services Director

Background / Discussion

Inventoried computers, printers, out-of-service hoses, and an SCBA fill station. This property has been determined to be surplus and allows for disposition through various means such as sale, donation, or recycling.

All items that have passed their useful life have been inventoried for disposition.

Financial Impact/Budget Line Item

n/a

Enclosure(s)

CF31 Inventory List OOS Hose SCBA Fill Station



Asset #	Serial #	
6691	3BTYA24701	
6702	3BTYA25352	
6682	3BTYA24583	
6699	3BTYA24780	
6690	3BTYA24677	
6696	3BTYA24753	
6681	3BTYA24581	
6684	3BTYA24601	
6683	3BTYA24597	
6698	3BTYA24764	
6695	3BTYA24744	
6693	3BTYA24735	
6679	3BTYA24546	
6685	3BTYA24604	
6701	3BTYA24793	
NONE	3BTYA24570	
NONE	3BTYA24646	REMOVED FROM SHELF
NONE	3BTYA24740	REMOVED FROM SHELF
NONE	3BTYA24787	REMOVED FROM SHELF
NONE	3BTYA24758	REMOVED FROM SHELF
NONE	3BTYA24648	REMOVED FROM SHELF
Large Format Prin	ter	
OOS HOSE		



SCBA Fill Station

