Superstition Fire and Medical District

# **Board of Directors**

February 18, 2015



Board Chairman Jeff Cross Board Clerk Gene Gehrt Board Director Todd House Board Director Barbara Cobb Board Director Charlie Fox

## Superstition Fire & Medical District Governing Board Meeting Agenda

#### **PURSUANT TO A.R.S. §38.431.02**

Notice is hereby given to the general public that the Superstition Fire & Medical District Governing Board will hold a meeting on Wednesday, February 18, 2015. The meeting will be held at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the public and will begin at 5:30 p.m. local time.

#### AGENDA:

- Call to Order Α.
- Pledge of Allegiance В.
- 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.

- Review and approval of the January 2015 financial reports and bank reconciliations. (BOD #2015-02-01)
- Recognition of employee performance, achievements, and special recognition for community members. (BOD #2015-02-02)
- Call to the Public.

A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

- Consideration and possible approval of all consent agenda items as listed below: (BOD #2015-02-03)
  - a) Board Meeting Minutes from January 21, 2015 Appendix A
  - b) Special Board Meeting Minutes from January 27, 2015 Appendix B
  - c) Annual contract for remaining physicals for sworn personnel that are required for 14/15 Appendix C
- Discussion, review, and possible approval of an annual contract for property and casualty insurance services. (BOD #2015-02-04)
- Discussion of the Fiscal Year 2015/2016 Tax Abstract for Pinal and Maricopa counties, and its impact on the development of the Fiscal Year 2015/2016 Revenue Budget. (BOD #2015-02-05)
- 7. Discussion and overview of the CMS grant and CoN process. (BOD #2015-02-06)
- Chief's Report (BOD #2015-02-07) 8.
- Announcements (BOD #2015-02-n/a)
- 10. Adjourn (BOD 2015-02-08)

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 February 12, 2015

At: 1730 hours

By: Jasmin Jones

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 twenty-four hours before the board meeting.



Agenda Item: 1 BOD#: 2015-02-01

#### Agenda Item Title:

Review and approval of the January 2015 financial reports and bank reconciliations.

#### **Submitted By:**

Fire Chief Paul Bourgeois

#### **Background/Discussion:**

The district's accounting department staff 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.

The Cash Flow report consists of the combined cash balances of all District Funds. These balances include the General (100), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds. The Cash Flow report is updated monthly with the actual revenues deposited into and actual expenditures disbursed from the district's cash accounts. It is important to note the revenues and expenditures are reported on a Cash Basis. This report is generated to demonstrate that the fire district maintains sufficient cash available to satisfy the projected expenditures budgeted over the course of the fiscal year.

#### 2. Fund Account Bank Reconciliations.

The reconciliation of each of the district's Fund Cash Accounts (General (100), Capital Projects (200), Bond Proceeds (300), 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):

Letter of Acceptance of the Fire District's Financial Statements and Bank Reconciliations.

\*Financial Reports and Bank Reconciliations are under separate cover.

#### **Recommended Motion:**

"Motion to approve the January 2015 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 **January 2015**:

- 1. Financial Statement
- 2. Bank Reconciliations
  - a. General (100) Fund
  - b. Capital Projects (200) Fund
  - c. Bond Proceeds (300) Fund
  - d. Special Projects (400) Fund
  - e. Debt Principle (500) Fund
  - f. Debt Interest (600) Fund

Jeff Cross. Board Chairman	 Date	



Agenda Item: 2 BOD#: 2015-02-02

#### **Agenda Item Title:**

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

#### **Submitted By:**

Fire Chief Paul Bourgeois

#### **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.

**February Service Awards:** (presented for 5, 10, 15, 20, and 25 year anniversaries):

Fire Captain / Paramedic Paul Perkins	25 Years
Fire Captain / Paramedic Carlos Rivera	15 Years
Planning & Technology Support Administrator Anna Butel	15 Years

## **February Service Anniversaries:**

Fleet Supervisor Vaughn Croshaw	6 Years
Firefighter Anthony Martinez	2 Years
Firefighter Jackie Anderson	2 Years
Firefighter David Endres	2 Years
Firefighter Monte Fuller	2 Years
Firefighter Chris Furgeson	2 Years

# **February Badge Pinning**

Fire Captain Alex Dupuis	
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Agenda Item: 3 BOD#: 2015-02-n/a

#### Agenda Item Title:

Call to the Public

#### A.R.S. §38-431.01(H):

A public body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the public body.

At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda.

However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

#### Background / Discussion:

Call to the Public is provided so citizens may address the public body (Governing Board) with matters concerning the fire district. Arizona public meeting law provides that the public body may discuss, consider, or decide only matters listed on the agenda and other matters related thereto. Since the public body will generally not know what specific matters may be raised at call to the public, they will be unable to act until the matter is placed on a subsequent meeting agenda (at the board's discretion). The board may also direct staff to follow up on the issue with the citizen.

#### Scheduled:

None



Agenda Item: 4 BOD#: 2015-02-03

#### Agenda Item Title:

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

- a) Board Meeting Minutes from January 21, 2015 Appendix A
- b) Special Meeting Minutes from January 27, 2015 Appendix B
- Annual contract for remaining physicals for sworn personnel that are required for 14/15 –
   Appendix C

#### Background/Discussion:

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

#### **Recommended Motion:**

"Motion to approve the consent agenda items for February 18, 2015."



Go to Item 5

**Go to Appendices** 

Agenda Item: 5 BOD#: 2015-02-04

#### Agenda Item Title:

Discussion, review, and possible approval of an annual contract for property and casualty insurance services.

#### **Submitted By:**

Fire Chief Paul Bourgeois

#### Background/Discussion:

Cindy Elbert Insurance Services is our current broker for our ESIP insurance property damage and liability policies.

The quote we received from Cindy Elbert Insurance Services for the period March 1, 2015 – February 28, 2016 is **\$96,797**. The increase is due to the following:

		Last Year	This Year	<u>Change</u>	<u>Coverage</u>
A.	Property:	\$40,654	\$37,382	-3,272	Building, contents
В.	Marine:	10,350	11,963	+1,613	Port. equip / vehicle damage
C.	Excess:	10,777	9,952	- 825	Umbrella liability
D.	GL/PL	6,753	9,296	+2,543	General/Professional liability
E.	Auto	24,983	27,809	+2,826	Vehicle damage
F.	Crime	173	350	+ 177	
G.	AZ Theft	42	<u>45</u>	<u>+ 3</u>	
		\$93,732	\$96,797	\$3,065	

In total, this represents a 3.27% increase in cost. However, since last year the District added four (4) additional 2014 Ford F150 staff vehicles valued at \$164,000, and increased the vehicle improvement covered value by \$626,511.

Additional Items for Consideration.

- 1. Terrorism Coverage.
  - a. Annual premium = \$1,883.00
  - b. The Terrorism Risk Insurance Act of 2002 requires insurance companies to offer terrorism coverage.
  - c. The district can deny this coverage.
- 2. Optional Increased Cyber Liability Coverage.
  - a. Annual premium = \$6,148.66 \$8,383.98 (\$100K/\$500K to \$500K/\$2.5M limits)
  - b. The General Liability coverage (D above) already includes \$1M per event/\$10M aggregate network security and data breach liability coverage
  - c. The district can deny this coverage.

Staff recommends the <u>approval</u> of the ESIP insurance for property and vehicle damage, and liability. Staff also recommends the board deny the Optional Terrorism and Increased Cyber Liability coverage.



## Financial Impact(s)/Budget Line Item:

Additional annual cost of \$3,065.00

#### **Enclosure(s):**

Cindy Elbert Insurance Services Premium Quote

# **Recommended Motion:**

"Motion to accept the property and casualty insurance services proposal from Cindy Elbert Insurance Services for coverage by ESIP, to deny the optional terrorism and increased cyber liability coverage, and approve the payment of the associated premium of \$96,797 to take effect on March 1, 2015."





Chief Paul Bourgeois Superstition Fire and Medical District 565 N. Idaho Rd. Apache Junction, AZ 85119

RE: Arch Insurance Proposal

Effective: 3/1/15-16

Dear Paul,

We are pleased to enclose your quote this year with Arch Insurance Co for your package, inland marine and umbrella policies as follows. Please review and let us know if there are any changes. Property values should be insured to value to avoid any coinsurance penalty.

Business Insurance Programs & Risk Management Services

Competitive Comprehensive Coverage

Professional Prompt Service

Package Policy including Auto & Property-	\$ 74,837.00
AZ Theft Fee-	\$ 45.00
Inland Marine-	\$ 11,963.00
Umbrella-	<u>\$ 9,952.00</u>
Total Annual Premium	\$ 96,797.00

\*Terrorism is excluded in the above premiums, if you would like terrorism coverage please include an additional \$1,888.00 with your down payment

#### **Interest Free Payment Plan:**

Down Payment due	3/1/15	\$24,233.00 payable to Cindy Elbert Ins. Service
Installment due	6/1/15	\$24,188.00
Installment due	9/1/15	\$24,188.00
Installment due	12/1/15	\$24,188.00

We can request the insurance coverage quoted subject to the following:

- 1. Down payment of \$24,233.00 made payable to Cindy Elbert Insurance Services.
- 2. Please initial, sign & date AZ uninsured motorist coverage selection
- 3. Please sign & date declination of Terrorism form
- 4. Please sign & date statement of values
- 5. Optional quote for 24 Hour AD&D- please sign either accepting or rejecting
- 6. Optional quote for Accident & Sickness, please sign either accepting or rejecting
- 7. Optional quote for increased Cyber Liability-please sign either accepting or rejecting

Once we receive the following in our office by fax, with originals in the mail NO LATER THAN 2/20/15, we can request the Binder of Insurance, Certificates of Insurance and Vehicle ID Cards.

Thank you for your business, if you have any questions please call us at 888-681-1020 X 308.

Sincerely,

Cindy Elbert



15182 North 75th Ave., Suite 100, Peoria, AZ 85381 Phone: 602.942.3900 • Fax: 602.942.4300



2/12/2015



15182 North 75th Ave., Suite 100 Peoria, AZ 85381

Phone: 602.942.3900 • Fax: 602.942.4300

# Invoice

Superstition Fire & Medical

District 565 N. Idaho Rd. Apache Junction, AZ 85119 Account # APACHE PKG

Insured:

**Superstition Fire & Medical** 

District

565 N. Idaho Rd.

Apache Junction, AZ 85119

Date	Description	Comp.	Policy #	Premium	Amount Financed Direct Billed	Payments	Total Due
1/22/20	15 Pkg Ren 3/1/15-16	ARC	MEPK07620505	18,709.25	0.00	0.00	18,709.25
	15 Tax 15/16	–	MEPK07620505	45.00	0.00	0.00	18,754.25
	15 IM Ren 3/1/15-16		MEIM07656105	2,990.75	0.00	0.00	21,745.00
	15 Umb Ren 3/1/15-16		MEUM07602705	2,488.00	0.00	0.00	24,233.00

Totals

24,233.00

0.00

0.00

24,233.00

Total premium due by: 2/20/2015

PLEASE MAKE PAYMENT PAYABLE TO: CINDY ELBERT INSURANCE SERVICES

This is an invoice not a binder or indication of coverage

# ARIZONA UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE SELECTION/REJECTION

Applicant/Named Insured:	Policy Effective Date:
Superstition Fire & Medical District	3/1/2015
Company:	Producer:
Arch Insurance Company	McNeil & Company, Inc.

Arizona law permits you to make certain decisions regarding **UN**insured Motorists Coverage and **UNDER**insured Motorists Coverage. This document describes these coverages and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding **UN**insured Motorists Coverage or **UNDER**insured Motorists Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages your policy provides.

#### DO NOT SIGN UNTIL YOU READ

You have a legal right to purchase **both UN**insured and **UNDER**insured Motorist coverages with the proposed automobile liability policy. **THESE COVERAGES PROTECT YOU, YOUR FAMILY AND YOUR PASSENGERS. LIABILITY COVERAGE DOES NOT IN MOST CASES.** 

**UN**insured motorist insurance provides protection for bodily injuries caused by a negligent motorist who has no insurance. **UNDER**insured motorist coverage provides protection if the negligent motorist does not have enough liability insurance to pay for the injuries caused. For a more detailed explanation of these coverages, refer to your policy. Your policy provides **UN**insured/**UNDER**insured coverage in the same amount as the policy's Bodily Injury Liability Limit, unless you select a lower amount or no coverage, as stated in this notice.

You have a right to purchase both **UN**insured Motorist coverage and **UNDER**insured Motorist coverage in any amount from \$30,000 single limit (or \$15,000/\$30,000 split limits) up to your policy's bodily injury liability limit, or you may reject the coverage entirely. Neither limit may exceed your liability coverage limits for Bodily Injury.

Your Bodily Injury Limit on the policy:	\$1,000,000.00
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Please indicate a choice from either 1., 2., or 3. below by initialing next to the appropriate item.

#### 1. Selection Of UNinsured Motorists Coverage

(Initials)		Premium
	I select UNinsured Motorists Coverage at limits equal to the limits of my Liability Coverage.	\$1,088.00

#### 2. Rejection Of UNinsured Motorist Coverage

(Initials)		
	I reject UNinsured Motorists Coverage.	

## 3. Rejection Of UNinsured Motorists Coverage At Limits Equal To Liability Coverage Limits

## \*\*PLEASE NOTE THAT WE DO NOT OFFER SPLIT LIMITS\*\*

(Initials)	I reject UNinsur Coverage and I	ed Motorists Co select the follow	overage at limits ed wing lower limits:	qual to th	ne limits of	my Liability
(Choose one):				,		
	Split Limits	40	OR	Combin	ed Single L	imit
(Initials)		Premium	(Initials)		К	Premium
\$	15,000/30,000	\$		\$	30,000	\$ <u>427.00</u>
	20,000/40,000		/		40,000	476.00
	25,000/50,000			_	50,000	525.00
	50,000/100,000	· <u>/</u>			75,000	n/a
	100,000/200,000	/	<del> </del>		100,000	662.00
	100,000/300,000		-	_	200,000	804.00
<del> </del>	250,000/500,000			_	250,000	853.00
<del></del> '	300,000/300,000	·		_	300,000	897.00
	500,000/500,000			==:	350,000	903.00
	500,000/1,000,000			_	500,000	990.00
1,	000,000/1,000,000		-		1,000,000	1088.00
	(Other)				(Other)	

В.	Mandator	<b>Offer</b>	Of	<b>UNDERinsured</b>	<b>Motorists</b>	Coverage
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Please indicate a choice from either 1., 2., or 3. below by initialing next to the appropriate item.

1. Selection Of UNDERinsured Motorists Coverage

(Initials)		Premium
įs.	I select UNDERinsured Motorists Coverage at limits equal to the limits of my Liability Coverage.	\$2561.00 a/p
2. Rejection C	f UNDERinsured Motorist Coverage	Q
(Initials)		
	I reject UNDERinsured Motorists Coverage.	

# 3. Rejection Of UNDERinsured Motorists Coverage At Limits Equal To Liability Coverage Limits

	**PLEASE NO	TE THAT WE	O NOT OFFER	SPLIT LIMITS**	/
(Initials)	I reject UNDERi Coverage and I	nsured Motorist select the follow	s Coverage at lim	its equal to the lim	its of my Liability
(Choose one):					
	Split Limits		OR	Combined Single	Limit
(Initials)		Premium	(Initials	r	Premium
\$.	15,000/30,000	\$		\$ 30,000	\$ 377.00
	20,000/40,000		/	40,000	470.00
<u>.                                    </u>	25,000/50,000	<i>—</i>	/ <sub>1</sub>	50,000	526.00
	50,000/100,000			75,000	n/a
	100,000/200,000		-	100,000	897.00
· .	100,000/300,000	′		200,000	1379.00
	250,000/500,000			250,000	1559.00
	300,000/300,000			300,000	1663.00
	500,000/500,000			350,000	1800.00
/	500,000/1,000,000		<u> </u>	500,000	2084.00
1	,000,000/1,000,000	<del></del>	<u></u>	1,000,000	2561.00
	(Other)			(Other)	

I understand and agree that selection of any of the above options applies to my liability insurance policy and future renewals or replacements of such policy that are issued at the same Bodily Injury Liability Limits. If I decide to select another option at some future time, I must let the Company know in writing.

#### DO NOT SIGN UNTIL YOU READ

Signed:		
	(Named Insured)	Date
Attached to application dated:	9	

# TERRORISM COVERAGE DISCLOSURE NOTICE

#### TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism that is certified under the federal program as an act of terrorism. The policy's other provisions will still apply to such an act. Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.

#### DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% in 2015, 84% in 2016, 83% in 2017, 82% in 2018, 81% in 2019, and 80% in 2020 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2015 and each Calendar Year thereafter through 2020.

#### **DISCLOSURE OF CAP ON ANNUAL LIABILITY**

If the aggregate insured terrorism losses of all insurers exceed \$100,000,000,000 during any Calendar Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed \$100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds \$100,000,000,000.

#### DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: \$1,888.00

(This charge/amount is applied to obtain the final premium.)

You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

#### **REJECTION STATEMENT**

I hereby decline to purchase coverage for certified certain terrorism losses will be made part of this poli	acts of terrorism. I understand that an exclusion of icy.
	Superstition Fire & Medical District
Policyholder/Legal Representative/Applicant's Signature	Named Insured
	Arch Insurance Company
Print Name of Policyholder/Le <b>gal</b> Representative /Applicant	Insurance Company
Date:	MEPK07620505, MEIM0765610. Policy Number: MEUM07602705

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# STATEMENT OF VALUES

Policy Number MEP	K07620505	·							
Insured Superst	ition Fire & Me	dical District						"	
Headquarters Add	ress <u>565 N.</u>	daho Rd.	34						
	Apache	Junction, AZ	85119						
Form of Coverage	: □ Actual Ca	ash Value ap	plies to Item	(1 - 1); (1 - 2	); (2 - 1); (2 - 2); (2	- 3); (3 - 1); (7 - 1): (9 -	(4 - 1); (4 - 1 1): (10 - 1)	2); (5 - 1); (6 - :	1); (6 - 2);
	☑ Replacer	nent Cost ap	plies to Item						
Indicate Form Nun	nbers to which	these rates	are to apply	: 					
(Attach Form	s and Endors	ements which	require co	mpletion to	indicate spec	ific inform	ation)		
Coinsurance	□ 80%	□ 90%	☑ 100%		Blanket Rate	e Effectiv	e _		
Agreed Value	<b>⊠</b>								
Causes of Loss for	which rates a	are requested	<b>d</b> :						
☐ Basic ☐ Broad Ճ Special			□ Earthq □ Other		ecify)				
			Tā.			-			
	State exact v	vording of the	e coverage	as it will app	ear on the po	licy			
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			4]				ű		
	INSURE				COMPANY,	AGENT (	or BRO	(ER	
(C All values submitte	optional with C	company)	f	Statement	of Values su	hmitted h	v.		
my knowledge and		to the nest o	"		dy Elbert Insur				_
Signed				Person to	Contact				_
Title				Street		State	A7 -	7ID 05001	_
Date				City Peori	a	_ State _	AZ Z	IP <u>85381</u>	
For INSURANCE			nly Group II		Othe	ar	01	-23-2015	
Basic Group I	·		Group II			<sup>71</sup>	01.	-72-5012	_

								_				
			Average	Rate Cald	culation-	-for INSU	RANCE S	SERVICES	S OFFIC	E use		
COMPA	NTERED NY, AGEN	BY		Average R Average F	Rate	80% Bas 90% Bro 00% Spe	ad	arthquake ther		ulated by		
ORI	BROKER				'	OO70 Ope	Ciai O		Oaio	diatod by		
Item	Desc	ription, l	_ocation			f Property		Cover	200	V	/alues	
No.				Coverag	e 			Cover	age	V		
1-1	1135 W.	•	ion Blvd. AZ 85120					B YBPP				575,000 \$122,241
-						· ·		+				
1-2	1135 W. Apache J	•	ion Biva. AZ 85120					В		· · · · · · · · · · · · · · · · · · ·		\$30,388
	3955 E. S	Superstiti	on Blvd					В			\$1	,575,000
2-1		•	AZ 85119					YBPP				\$315,000
	3955 E. S	Superstiti	on Blvd					В				\$42,543
2-2	Apache J	Junction A	AZ 85119	_		-		YBPP			\$1	,260,000
0.0	3955 E. S	Superstiti	on Blvd					В				\$30,388
2-3	Apache J	lunction A	AZ 85119									
0.4	1455 E. 1	18th Aver	nue			-		В			\$2	,100,000
3-1	Apache J	lunction A	AZ 85119	-				YBPP			5	\$739,423
								T	OTALS		Co	ontinued
Rate	Ba	sic	Ва	asic								
Pub. No	Gro	up l	Gro	up II	Br	oad	Spe	cial	Earth	quake	Otl	her
		-							i _ ·		1	
	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.
	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.
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Superstition Fire & Medical District

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# OPTIONAL 24 HOUR AD&D



#### Superstition Fire & Medical District

	SCHEDULE OF BENEFITS		- 3		
PART	BENEFIT	AMOUNT OF		ASSES	
		INSURANCE	1	2	3
1	Indemnity Benefits				
	A. Accidental Death & Dismemberment, Loss of Sight, Speech or Hearing - Injury Only	Principal Sum \$10,000			X
	B. Additional Seat Belt Benefit - Injury Only	Maximum \$2,500			X
H	Family Education Benefit				
	A. Dependent Child	Maximum \$5,000			X
	B. Surviving Spouse or Domestic Partner	Maximum \$5,000			X
	C. Other	Maximum \$5,000			X
III _	Physical Assault Benefit - Injury Only	Maximum \$2,500			X
	PREMIUM: \$896.88 (Quote based on member information on andemnity Benefits	file)			
	ental Death, Dismemberment, Loss of Sight, Speech or Hearing – Injury	Only			
ben	Covered Person loses their life, limb, sight or hearing as a result of an amerit of up to the Principal Sum shown in the Schedule of Benefits.	ccident, he or she will b	e eligib	le for a	3
We	onal Seat Belt Benefit will pay an additional 25% of the Principal Sum if the Covered Person w perly fastened seat belt when the Injury occurred that caused his or her o		nd wear	ring a	
We prop Part II F f benefits A) Depen 3) Survivi	will pay an additional 25% of the Principal Sum if the Covered Person w	leath. ucation benefits for: vered Person's death	nd wear	ring a	
We propertiful Factorial We propertiful Factorial We will part will partiful Factorial We will partifu	will pay an additional 25% of the Principal Sum if the Covered Person we perly fastened seat belt when the Injury occurred that caused his or her constant the Injury occurred that caused his or her constant the Injury occurred that caused his or her constant the Injury occurred that caused his or her constant the Injury occurred that caused his or her constant that Injury occurred Person, we will also pay educent Child – if enrolled as a full time student within 24 months of the Covered Person of the Injury occurred that caused his or her constant that Injury occurred that caused his or her constant that Injury occurred that caused his or her constant that Injury occurred that caused his or her constant that Injury occurred that caused his or her constant that Injury occurred that caused his or her constant that Injury occurred that caused his or her constant that Injury occurred that caused his or her constant that Injury occurred that caused his or her constant that Injury occurred that caused his or her constant that Injury occurred that caused his or her constant that Injury occurred that caused his or her constant that Injury occurred that caused his or her constant that Injury occurred that caused his or her constant that Injury occurred that caused his or her constant that Injury occurred that Injury occurred that caused his or her constant that Injury occurred that	leath.  ucation benefits for: vered Person's death d Person's Death  or the maximum shown	in the	sched	ule,
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We propertiful Fact III For We will partitude whichever	will pay an additional 25% of the Principal Sum if the Covered Person we perly fastened seat belt when the Injury occurred that caused his or her carried t	leath.  ucation benefits for: vered Person's death d Person's Death  or the maximum shown rson other than a Cover	in the	sched	ule,

#### **REQUIREMENTS TO BIND COVERAGE:**

FULLY COMPLETED, SIGNED APPLICATION (CONTACT YOUR INSURANCE AGENT)

PAYMENT IN FULL (COPY OF CHECK IS NOT ACCEPTABLE) - MADE PAYABLE TO MCNEIL & COMPANY, INC.

Date:

SUBMIT ALL REQUIRED PAPERWORK TO YOUR INSURANCE AGENT

(Officer of Organization)



Signature:

# IMPORTANT NOTICE



According to our records, your organization does not carry an Accident policy on your members. ESIP offers a 24 Hour Accidental Death & Dismemberment policy providing a death benefit for accidents occurring both on duty and off duty.

At McNeil and Company, we strive to provide the best coverage available for our customers. Your policy provides coverage for your buildings, vehicles, portable equipment and your emergency service liability needs. Your most valuable asset is often overlooked – your members. The financial peace of mind of their loved ones is at risk when duty puts your personnel in harm's way. Offering Accident Insurance protection for your members provides a valuable death benefit to their loved ones should the worst occur.

Furthermore, at a time when departments nationwide are experiencing unprecedented declines in membership, benefits such as these can aid in the recruitment of new members and in the retention of trained personnel.

For your convenience, on the following pages you will find a quote for 24 Hour Accidental Death and Dismemberment coverage for your members. This quote is based on the number of members shown in the Property and Casualty survey provided to us.

In order to ensure that you are aware of the valuable coverage that we are offering, you will need to Accept or Reject this coverage, sign and date the proposal page and return it to us.

We believe that your members deserve the best protection that your organization can provide, whether in the vehicles they drive, the gear they wear, or the equipment they use. Doesn't it make sense to protect their lives as well?





- ♦ Business Insurance Programs & Rick Management Services
- Competitive Comprehensive Coverage
- Professional Prompt Service

# ACCIDENT & SICKNESS INSURANCE ACKNOWLEDGEMENT FORM

Cindy Elbert Insurance Services, as a matter of Agency Policy, offers the above coverage:

This coverage in summary provides benefits to address the many concerns your members have when they become injured or ill, due to their participation as a volunteer. Benefits are provided for Medical Expenses, Loss of Income, Line of Duty Death and many others. This is an additional coverage and is excluded under most insurance agreements.

This form serves to acknowledge that the undersigned has been offered this coverage and:

( ) Accepts the opportunity to have a quotation provided for this coverage. Completion of the accompanying application, along with requested supporting documents, are required to provide said quotation:

Signature: \_\_\_\_\_\_ Date: \_\_\_\_\_

NAME OF SERVICE: \_\_\_\_\_\_

( ) Rejects the opportunity to have a quotation provided for this coverage and with this acknowledgement attesting that the offer of said coverage has been made and hereby declined.

Signature: \_\_\_\_\_\_ Date: \_\_\_\_\_\_

NAME OF SERVICE: \_\_\_\_\_\_\_



Date: 1/23/2015

# **Insurance Proposal For:**

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

Presented By:

Cindy Elbert Insurance Services, Inc.

15182 North 75th Avenue

Suite 100

Peoria, AZ 85381

Phone: (602) 942-3900 Fax: (602) 942-4300

**Emergency Services Insurance Program** 

Offered by McNeil & Company, Inc.

P.O. Box 5670

20 Church Street

Cortland, NY 13045

Phone: (800) 822-3747

Fax: (607) 756-5051

Website: www.esip.com

A.M. Best Rating: A+ Superior Carrier: Arch Insurance Company

## DISCLARVIER



#### **GENERAL CONDITIONS:**

This proposal is based on information provided to McNeil & Company by your Agent. An application signed and dated by an official of the entity and the agent/broker must be received prior to binding coverage.

The quotation in this proposal does not necessarily match the coverages or limits requested in any bid specifications and/or application.

Each individual policy contains the actual terms, conditions and exclusions. This proposal highlights certain features and benefits of the program.

Final premium is subject to adjustment based on any changes to limits and coverages received subsequent to the release of this proposal.



# OUR PROMISE



We developed your Insurance Proposal based on information provided by your ESIP insurance agent. We depend on your agent's knowledge of your organization and on interviews with your organization's personnel, to design the best policy and coverages for you. If you have any questions or concerns about the adequacy or appropriateness of the proposed coverage, please discuss them with your ESIP agent. Many of the policy features can be customized to meet your special needs.

In this proposal we outline the various coverages being offered. However this document can not take the place of an actual policy. Only an actual policy contains all of the terms, conditions, and exclusions that affect your coverage. Please review your policies carefully with your agent to be certain that you clearly understand your insurance program.

We believe that the Emergency Services Insurance Program (ESIP) provides emergency service organizations such as yours with the best insurance products available. We promise that you will find our coverage and service to be beyond your expectations!

For more information about ESIP's products and services, visit us on the Internet at www.esip.com.



# MAMED INSURED



# Named Insured will read on the policy as:

First Named Insured:

Superstition Fire & Medical District

Other Named Insureds should include all legal entities under which you operate or own property, including any Fire Company, Volunteer Association, Auxiliary, or Cadet Program. If the named insureds shown above are not correct please advise your ESIP agent.





# **Basic Coverage Information**

**Building Valuation** 

**Guaranteed Replacement Cost** 

**Business Personal Property Valuation** 

**Guaranteed Replacement Cost** 

Coinsurance

Agreed Amount

**Building Deductible** 

\$5,000 Single Occurrence Deductible

**Business Personal Property Deductible** 

\$5,000 Single Occurrence Deductible

Cause of Loss Form:

Special





### Limits of Insurance

Premises 1: 1135 W. Superstition Blvd., Apache Junction, AZ 85120

1 - 1 Fire Station

Building Value:

\$1,575,000

**Business Personal Property:** 

\$122,241

Separate Wind Deductible: No

1 - 2 Carport

**Building Value:** 

\$30,388

**Business Personal Property:** 

\$0

Separate Wind Deductible: No

Flood:

\$1,000,000 Per Occurrence and Annual Aggregate

\$1,000 Deductible

Earthquake: \$1,000,000 Per Occurrence and Annual Aggregate

\$1,000 Deductible

Premises 2: 3955 E. Superstition Blvd, Apache Junction, AZ 85119

2 - 1 Fire Station

**Building Value:** 

\$1,575,000

**Business Personal Property:** 

\$315,000

Separate Wind Deductible: No

2 - 2 Antenna Building

**Building Value:** 

\$42,543

**Business Personal Property:** 

\$1,260,000

Separate Wind Deductible: No

2 - 3 Carport

**Building Value:** 

\$30,388

**Business Personal Property:** 

\$0

Separate Wind Deductible: No

Flood:

\$1,000,000 Per Occurrence and Annual Aggregate

\$1,000 Deductible

Earthquake: \$1,000,000 Per Occurrence and Annual Aggregate

\$1,000 Deductible

Premises 3: 1455 E. 18th Avenue, Apache Junction, AZ 85119

3 - 1 Maintenance Facility

Building Value:

\$2,100,000

**Business Personal Property:** 

\$739,423

Separate Wind Deductible: No

Flood:

\$1,000,000 Per Occurrence and Annual Aggregate

\$1,000 Deductible

Earthquake: \$1,000,000 Per Occurrence and Annual Aggregate

\$1,000 Deductible

Premises 4: 1645 S. Idaho, Apache Junction, AZ 85119





# **Limits of Insurance**

4 - 1 Fire Station

**Building Value:** 

\$2,607,899

**Business Personal Property:** 

\$157,500

Separate Wind Deductible: No

4 - 2 Carport

**Building Value:** 

\$30,388

**Business Personal Property:** 

\$0

Separate Wind Deductible: No

Flood:

\$1,000,000 Per Occurrence and Annual Aggregate

\$1,000 Deductible

Earthquake: \$1,000,000 Per Occurrence and Annual Aggregate

\$1,000 Deductible

Premises 5: 565 N. Idaho, Apache Junction, AZ 85119

5 - 1 Administration Building

**Building Value:** 

\$1,440,827

**Business Personal Property:** 

\$369,717

Separate Wind Deductible: No

Flood:

\$1,000,000 Per Occurrence and Annual Aggregate

\$1,000 Deductible

Earthquake: \$1,000,000 Per Occurrence and Annual Aggregate

\$1,000 Deductible

Premises 6: 7557 E. US Highway 60, Apache Junction, AZ 85119

6 - 1 Fire Station

**Building Value:** 

\$2,473,407

**Business Personal Property:** 

\$131,250

Separate Wind Deductible: No

6 - 2 Carport

**Building Value:** 

\$30,388

**Business Personal Property:** 

\$0

Separate Wind Deductible: No

6 - 3 Antenna Building

Building Value:

\$42,543

**Business Personal Property:** 

\$1,260,000

Separate Wind Deductible: No

Flood:

\$1,000,000 Per Occurrence and Annual Aggregate

\$1,000 Deductible

Earthquake: \$1,000,000 Per Occurrence and Annual Aggregate

\$1,000 Deductible

Premises 7: 3945 E. Superstition, Apache Junction, AZ 85119



# PROPERTY OF VERMON



# **Limits of Insurance**

7 - 1 Fitness Center

Building Value:

\$526,151

**Business Personal Property:** 

\$131,250

Separate Wind Deductible: No

Flood:

\$1,000,000 Per Occurrence and Annual Aggregate

\$1,000 Deductible

Earthquake: \$1,000,000 Per Occurrence and Annual Aggregate

\$1,000 Deductible

Premises 9: 9294 East Don Donnelly Trail, Gold Canyon, AZ 85118

9 - 1 Fire Station

**Building Value:** 

\$2,315,250

**Business Personal Property:** 

\$105,000

Separate Wind Deductible: No

Flood:

\$1,000,000 Per Occurrence and Annual Aggregate

\$1,000 Deductible

Earthquake: \$1,000,000 Per Occurrence and Annual Aggregate

\$1,000 Deductible

Premises 10: 3700 E 16th Ave, Apache Junction, AZ 85119

10 - 1 Training Building

**Building Value:** 

\$0

**Business Personal Property:** 

\$1,000,000

Separate Wind Deductible: No

Flood:

\$1,000,000 Per Occurrence and Annual Aggregate

\$1,000 Deductible

Earthquake: \$1,000,000 Per Occurrence and Annual Aggregate

\$1,000 Deductible





# **Coverage Extensions Included**

#### **Building Ordinance or Law**

Contingent Loss to the Undamaged Portion of the Building Demolition Cost Coverage With No Sub-Limit Increased Cost of Construction With No Sub-Limit

#### **Business Income/Extra Expense**

Actual Loss Sustained; Up to 24 Months

Applies at Newly Acquired and Constructed Locations

Applies at Non-Owned Fundraising Locations for up to 30 days

Includes Increased Time Due to Enforcement of an Ordinance or Law

Computers and Communications Equipment\$250,000
Software, Data and Valuable Papers\$250,000
Equipment Breakdown Coverage Included with No Sub-limit Heating and Cooling Systems Telephone Systems Communication Equipment Back-Up Generators Miscellaneous Electrical Equipment  Newly Acquired Property \$2,500,000
Up to 180 Days  Outdoor Property\$250,000
Fences  Monuments and Memorials  Paved Surfaces such as Parking Lots and Sidewalks  Trees, Shrubs, Plants and Lawns (\$10,000 Each)
Property In Transit\$25,000
Property Off Premises \$25,000





# **Coverage Extensions Included**

Uncollected Funds \$250,000
Pollutant Clean-Up\$100,000
Debris Removal\$50,000
<b>Spoilage</b> \$25,000
Money & Securities\$25,000
Premises Expanded
Outdoor Signs
Fire Extinguishing Equipment
Property of Others
Sewer and Drain Back Up
Antiquities, Trophies & Awards
<b>Crime Reward</b> \$25,000
Additional Covered Property Building & Personal Property Limit  Not to Exceed \$500,000
Excavations, Grading, Backfilling or Filling
Foundations of Buildings, Structures, Machinery or Boilers
Bulkheads, Pilings, Piers, Wharves or Docks
Retaining Walls that are not part of a Building Underground Pipes, Flues or Drains
Fungus, Wet Rot, Dry Rot or Bacteria\$25,000
Lock and Key Replacement\$10,000
Unintentional Omission of Property\$100,000
Waived Deductible



# PROPERTY & 4.4TER44보는



# **Coverage Extensions Included**

Applies if previous 2 policy periods with us were loss free





#### Limits of Insurance

General Aggregate	\$10,000,000
Products/Completed Operations Aggregate	\$10,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Damage to Premises Rented to You (Fire Damage)	\$100,000
Medical Expense	\$5,000

## Schedule of all Premises you Own, Rent or Occupy

Location 1: 1135 W. Superstition Blvd., Apache Junction, AZ 85120

Location 2: 3955 E. Superstition Blvd, Apache Junction, AZ 85119

Location 3: 1455 E. 18th Avenue, Apache Junction, AZ 85119

Location 4: 1645 S. Idaho, Apache Junction, AZ 85119

Location 5: 565 N. Idaho, Apache Junction, AZ 85119

Location 6: 7557 E. US Highway 60, Apache Junction, AZ 85119

Location 7: 3945 E. Superstition, Apache Junction, AZ 85119

Location 8: 575 East Baseline, Apache Junction, AZ 85119

Location 9: 9294 East Don Donnelly Trail, Gold Canyon, AZ 85118

Location 10: 3700 E 16th Ave, Apache Junction, AZ 85119





### **Coverages Included**

Non-Owned Aircraft & Watercraft

Owned Watercraft less than 35 feet

**Contractual Liability** 

**Fund Raising Activities** 

**Host Liquor Liability** 

Members as Insureds

Includes Physicians acting within the scope of their duties for Insured

#### Fire and Rescue Service Liability

**Emergency Services E&O** 

Medical Malpractice Liability

Dispatcher's Liability

Medical Director's E&O

Good Samaritan Liability

#### **Emergency Services Liability - Claims Made**

**Unlimited Tail Available** 

**Full Prior Acts** 

**Directors and Officers Liability** 

**Spousal Liability** 

Estates, Heirs & Legal Representatives Liability

**Employee Benefits Liability** 

**Employment Related Practices Liability** 

Unintentional Release of Individually Identifiable Health Information

**Outside Directorships** 

\$50,000 Non-Monetary Relief





## **Coverages Included**

**Pollution Liability** 

**On-Premises** 

Includes Above Ground Fuel Storage Tanks

Off-Premises

\$1,000,000 Sub-Limit for Corrective Action Costs

Fellow Member Liability

Property Damage to Rented Premises (other than fire) \$50,000





## **Coverages Included**

#### **Network Security & Data Breach Liability**

Network Security & Data Breach Liability Each Event Limit \$1,000,000

Network Security & Data Breach Liability Aggregate Limit \$10,000,000

Network Security & Data Breach Liability Retroactive Date 03/01/2015

Provides liability coverage for third party claims or suits involving:

Disclosure, loss or theft of personally identifiable or confidential corporate information in your care, custody or control which is obtained or released from your computer system

Failure to disclose or warn of the actual or potential disclosure or misappropriation of personally identifiable or confidential corporate information

Violation of any federal, state or local privacy statute addressing disclosure or misappropriation of personally identifiable or confidential corporate information

Transmission of malware from your computer system

A denial of service attack which blocks access to your website or computer system

Coverage applies to events first discovered and reported during the policy period or any extended reporting period.

#### **Privacy Event Mitigation Expense**

Privacy Event Mitigation Expense Each Event Limit \$50,000

Privacy Event Mitigation Expense Aggregate Limit \$50,000

Privacy Event Mitigation Expense Retroactive Date

Provides coverage for reasonable and necessary fees and expenses for:

Computer forensic analysis of your computer system to determine the cause and extent of the privacy event

Review of the privacy event by an approved crisis management or legal firm to advise you of the appropriate response

Travel by your directors, executive officers or employees which is done to mitigate the damage of a privacy event

Costs associated with notifying affected parties of the privacy event

Expenses for services, such as credit monitoring, provided to individuals for the purpose of mitigating the effect of a privacy event on them

Coverage applies to events first discovered and reported during the policy period or any extended reporting period.





## **Type of Coverage**

Limit of Insurance (no deductible applies)

\$100,000

Employee Theft - Blanket Includes All Employees, Volunteers, Board Members and Treasurers

**Faithful Performance of Duty** 

Included

**Coverage Extensions** 

Credit Card Forgery \$250 Deductible

\$10,000





## **Limits of Insurance**

Combined Single Limit Liability (Symbols: 1, 19) \$1,000,000
Uninsured Motorists (Symbols: 6, 19) \$1,000,000
Medical Payments (Symbols: 7) \$10,000

## **Deductibles (Single Occurrence)**

Emergency Apparatus Deductible \$5,000





## **Vehicle Schedule**

No.	<u>Year</u>	<u>Make</u>	Model	VIN	<u>ACV</u>	Agreed Value
1	1994	E-One	Pumper LDH	4ENBAAA81R1003125		\$197,559
2	2000	Dual	Trailer	4ZBUE0183YK000218	N/A	N/A
3	2000	Freightliner	Tanker	1FV6JLCB3YHB47326		\$160,824
4	2000	ALF	Heavy Rescue	1FVHBGA891HH52221		\$265,527
5	2000	ALF	Pumper Tanker	4Z3HAACG31RH62838		\$397,585
6	1999	ALF	Pumper LDH	4Z36ETDB1XRA87560		\$257,608
7	2001	Ford	Ambulance ALS	1FDWF36FS1ED16476		\$82,476
8	2003	Ford	Service	1FTYR10D13PA42125		\$12,736
9	2003	Ford	Service	1FTNX21P53EB39394		\$32,197
10	2002	Ford	Rehab	1FDAE55F42HB77070		\$124,894
11	2000	Chevy	First Responder	1GNCT18W1YK296091		\$24,490
12	1993	Dodge	First Responder	3B7ME33C7PM112702		\$22,029
13	2000	Chevy	First Responder	1GCCS19W3Y8196291		\$15,119
14	2000	Chevy	First Responder	1GCGK29R2YF475776		\$23,203
15	2002	Ford	First Responder	1FTSW31F22EC02470		\$58,404
16	2004	Ford	First Responder	1FTSW31P34EA50016		\$37,322
17	2004	Ford	First Responder	1FTSW31P14EA50015		\$37,322
18	2004	Pierce	Pumper	4P1CT02HX4A003776		\$510,178
19	1991	Ford	Light Rescue	1FDYK84A1MVA09065		\$39,038
20	2005	Ford	First Responder	1FTWW31P55EA66978		\$42,505
21	2005	Ford	First Responder	1FDWW37P35EA66979		\$39,085
22	2005	Ford	First Responder	1FDWW37P55EA76820		\$39,085
23	2006	Ford	First Responder	1FDWF36P86EB58656		\$33,266
24	2007	Pierce	Tanker	1HTWGAZT77J385198		\$199,160
25	2008	Ford	Service	1FTNF20568EB80594		\$17,356
26	2008	Ford	Service	3FAHP07148R141314		\$17,907
27	2008	Ford	Service	3FAHP07168R141315		\$17,907
28	2008	Pierce	Pumper LDH	4P1CU01H08A007954		\$625,902
29	2007	GMC	Heavy Rescue	1GDE5E3287F417094		\$194,123
30	2006	Ford	First Responder	1FMPU15536LA61424		\$28,642
31	2008	Pie <b>rce</b>	Pumper LDH	4P1CU01H98A008083		\$691,966

<sup>\*</sup> Indicates Vehicles With Automatic Increase





## **Vehicle Schedule**

32	2009 Ford	First Responder	1FDAW57R89EA72449	\$46,594
33	2012 Pierce	e Pumper	4P1CU01D3CA012703	\$622,784
<u>No.</u>	Year Make	Model	<u>VIN</u>	ACV Agreed Value
34	2012 Pierce	e Pumper	4P1CU01D5CA012704	\$622,794
35	2011 Pierce	e Mini Pumper Type I	II 1HTWEAZRXCJ564047	\$310,304
36	2005 Cert	Trailer	AZ272615	N/A N/A
37	2013 Pierce	e Pmp/Tnk	4P1CU01D2DA013326	\$1,400,000
38	2014 Ford	F250	1FT7W2B67EEA92714	\$60,850
39	2014 Ford	Expedition	1FMJU1F54EEF17678	\$42,000
40	2014 Ford	F150	1FTFW1EF3EKD62234	\$43,100
41	2014 Ford	F150	1FTFW1EF1EKD62233	\$48,700
42	2014 Ford	F150	1FTFW1EF5EKG08961	\$41,000
43	2014 Ford	F150	1FTFW1EF7EKG08962	\$41,000
44	2014 Ford	F150	1FTFW1EF9EKG08963	\$41,000
45	2014 Ford	F150	1FTFW1EF0EKG08964	\$41,000



<sup>\*</sup> Indicates Vehicles With Automatic Increase

#### BUSINESS ALITO



## **Included Coverages**

Scheduled Vehicles

Non - Owned Vehicles (Primary Liability Including Member's Autos)

**Hired / Borrowed Vehicles** 

Members as Insureds

**Towing and Labor for Vehicles Carrying Physical Damage** 

No Sub-Limit Within 250 Miles

\$2,500 Beyond 250 Miles

\$0 Glass Deductible for Vehicles Carrying Physical Damage

**Fellow Member Liability** 

Damage to Non-Owned Buildings You Occupy

**Garage Liability** 

Damage to Customer's Autos \$50,000

**Pollution Liability** 

For Pollutants Used in Emergency Operations

#### **Waived Deductible**

Up to \$1,000

Waiver applies to not more than 3 claims across all lines in any one policy term

Applies if previous 2 policy periods with us were loss free

Waived deductible applies in excess of the mandatory minimum deductibles of \$50

for comprehensive and \$100 for collision





## **Physical Damage Coverage Information**

## For Agreed Value Vehicles We Pay The Lesser Of:

1. Agreed Value

Constructive Total Loss If Repair Cost Equals 75% Of Agreed Value

2. Actual Replacement Cost

Including The Cost To Update To Current Standards

3. Repair Cost

Including Up To 50% Extra To Update Damaged Parts To Current Standards Including the Cost to Recertify

## For Actual Cash Value Vehicles We Pay:

1. Actual Cash Value

Including The RCV For Special Paint, Decals And Equipment Including The Cost To Update To Current Standards



### **BUSINESS ALMO**



## **Coverage Extensions**

#### **Member's Autos**

Non-Emergency - Lesser of Member's Deductible, Cost to Repair or ACV Emergency - Lesser of Cost to Repair or ACV

#### Rental Reimbursement\*

Up to \$10,000 in 90 Day Period

#### Rental Reimbursement - Member's Auto

Up to \$30 Per Day for 30 Days

#### \$1,000,000 Substitute Vehicles\*

For Up to 6 Months

Adjusted Based on Owner's Policy Provisions if Other Than ACV

#### \$1,000,000 Newly Acquired Vehicles

For Up to 60 Days

Adjusted Like Vehicles Scheduled with Agreed Value

#### \$500,000 Hired Vehicles

Adjusted Based on Owner's Policy Provisions if Other Than ACV

#### \$10,000 Vehicle Debris Removal\*

#### **Commandeered and Impounded Vehicles**

**Primary Coverage** 

Actual Cash Value or Legal Liability - Whichever is Greater

Adjusted Based on Owner's Policy Provisions if Other Than ACV

Loss of Use and Income

Includes Member's Autos

\*Coverage Applies to Vehicles Shown in the Vehicle Schedule with Agreed Value with the Exception of PPT's





## **Coverage Options**

Optional UIM: \$1,000,000 Limit Additional premium: \$2,561.00



## PORTABLE EQUIPMENT



## **Limits of Insurance**

**Valuation** 

**Guaranteed Replacement Cost** 

**Deductible (Single Occurrence)** 

\$2,500

## **Coverage Extensions**

#### Commandeered and Impounded Property

Primary Coverage

Actual Cash Value or Legal Liability - Whichever is Greater

Adjusted Based on Owner's Policy Provisions if Other Than ACV

Loss of Use and Income

Includes Member's ATV's, Watercraft and Snowmobiles

#### **Member's Personal Property**

Cost to Repair or Replace

\$0 Deductible

Includes ATV's, Watercraft and Snowmobiles

Patient's Property	\$25,000
Computers in Transit	\$25,000
Rental Reimbursement	\$10,000
Cost to Recertify	\$10,000
Permanently Installed Property Off Premises	\$100,000
Equipment Breakdown Coverage	Included
Deductible Reimbursement - Members	Up to \$1,000

Damage to Member's Primary Residence

Responding to, while at or returning from an emergency

#### **Waived Deductible**

Up to \$1,000

Waiver applies to not more than 3 claims across all lines in any one policy term Applies if previous 2 policy periods with us were loss free



## UMBRELLA LIABILITY



## **Limits of Insurance**

Aggregate*	\$20,000,000
Each Occurrence	\$10,000,000
Personal & Advertising Injury	\$10,000,000
Self Insured Retention	None

<sup>\*</sup> Auto Liability claims are not subject to the aggregate limit



## UMBRELLA LIABILITY



#### **Excess Over**

#### **Automobile Liability**

Fellow Member Liability
Garage Liability

#### **General Liability**

Non-Owned Aircraft & Watercraft
Owned Watercraft up to 35 feet
Contractual Liability
Host Liquor Liability
Fellow Member Liability

#### **Emergency Services Liability**

Directors and Officers Liability
Spousal Liability
Estates, Heirs & Legal Representatives Liability
Employee Benefits Liability
Employment Related Practices Liability
Unintentional Release of Individually Identifiable Health Information
Outside Directorships

#### **Pollution Liability**

#### Fire and Rescue Service Liability

Emergency Services E&O
Medical Malpractice Liability
Dispatcher's Liability
Medical Director's E&O
Good Samaritan Liability

#### **Employer's Liability**

Excess coverage is subject to confirmation that minimum limits of \$100,000/\$500,000/\$100,000 are carried and that the employer's liability carrier is rated A- or better.



## TRAINING AND SAFETY



#### **Loss Control Services**

#### **Vehicle Accident Avoidance**

EVOC Training
Intersection Accident Avoidance Training
Vehicle Accident Claims Guides
Safety Posters

#### **Member Safety**

Violence Awareness for Emergency Responder Training
Safe Patient Handling Training
PASS Reminder Kits
Haz-Mat Pocket Guides

#### **Reducing Liability**

Employment Practices Hotline
Alcohol Server Training
Alcohol Awareness Kits
Safety Forms & Checklists
Policy Development Assistance

#### **General Safety**

On Site Safety Audits
Risk Management Reports
Speakers Bureau

#### For More Information Visit:

www.esip.com, proceed to the Loss Control link and choose Training



## FREE ONLINE TRAINING AVAILABLE 24/7!



McNeil and Company is pleased to offer online training to our customers through our E-Learning and Training Management System. While this material is not meant to replace quality face to face and hands on training, we realize that tremendous time requirements are placed on individuals in today's fast paced environment, making it difficult for everyone to attend scheduled training.

Our E-Learning courses allow you to supplement scheduled hands on training and are available 24/7 to meet the needs of the student. These courses are offered free of charge to McNeil and Company insureds. Best of all, the information can be tracked and managed by your organization's training officers, and in some cases, even count towards continuing education credits!

### Here are just a few of our available courses...

**Emergency Vehicle Backing** 

INTERACT

Fire Station Safety & Self Inspection

Hazardous Materials

Non-Emergency Transports

Bloodborne Pathogens

Privately Owned Vehicle Operations

SCBA & Breathing Air Refresher

#### What are people saying about our E-Learning?

"Informative and easy to fit into my personal schedule by being online." - Student

"I believe this is a very good program and glad to see someone has put something together for fire departments. It is about time!!!" – Student

"Offering educational training to our members has always been difficult because most of them hold down full time jobs. These online courses give our members an opportunity to get the education they need outside of the typical classroom setting." – Management Personnel

"We can make sure that our members are keeping on track with department recommendations for training, at a glance!" – Management Personnel

#### Registering your organization

Once you've received your policy number, visit www.mcneilandcompany.com and click on the E-Learning logo at the bottom of the page to register your organization and obtain an access code.

#### Still not sold on our E-Learning?

Visit www.mcneilandcompany.com and click on the E-Learning Demo link at the bottom of the page.



## PREMIUM SUMMARY



## **Policy Premium**

Commercial Package included

Commercial Inland Marine Included

Commercial Umbrella Included

Total (Including Terrorism): \$98,640

- 1888 TERRORISM

Policy Fees 896,752

Arizona Automobile Theft Authority Fee \$45.00

**Total:** \$45.00

## **Additional Coverage Lines Available**

Accident & Health

Group Life

24hr AD&D (See Page 3)

\$896.88

The Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 (collectively referred to as the "Act") will terminate at the end of December 31, 2014 unless extended, updated, or otherwise reauthorized, in whole or in part, by the federal government. Your policy will become effective (or will be renewed) after December 31, 2014. Since the timetable for any further United States Government action is unknown at this time, we need to continue to offer the coverage for certified acts of terrorism in accordance with the "Act" in case the federal program established by the "Act" is extended. However, this offer is contingent on the extension of the federal program. If the federal program terminates, eliminates the offer requirement, or is updated or otherwise reauthorized excluding coverage which is the subject of this policy, your acceptance of the offer of the terrorism coverage will be null and void and the treatment of terrorism under your policy will change.



#### NOTES

- The Company, Agent or Broker must complete page 1 and page 2, where indicated, to obtain a blanket average rate. Do not complete the value column if blanket average rate desired for Business Income (And Extra Expense) Coverage Form CP 00 30; Business Income (Without Extra Expense) Coverage Form CP 00 32 or Extra Expense Coverage Form CP 00 50.
- 2. When separated blanket average rates are desired, such as Buildings only or Personal Property only, submit a separate Statement of Values for each blanket average rate.
- 3. Values must be rounded to the nearest dollar.
- 4. Round the premium, per item on the average rate, for each cause of loss, coverage and exposure to the nearest whole dollar.
- 5. Minimum coinsurance for a blanket average rate is 90%.
- **6.** The Company may require this Statement of Values to be signed by the Insured, or in the case of firms by a partner or an officer.
- A blanket average rate expires one year from its effective date or when new class or specific rates are applicable, whichever occurs first.
- 8. This Statement of Values form or its equivalent must be filed annually.
- **9.** A new blanket average rate may be requested if the conditions upon which the average rate is based have materially changed.
- 10. Attach Class Rate Information Form or equivalent information for all "class rated" property included in the blanket average rate.

#### **Governing Board Meeting – February 18, 2015**

Agenda Item: 6 BOD#: 2015-02-05

#### Agenda Item Title:

Discussion of the Fiscal Year 2015-2016 Tax Abstract for Pinal & Maricopa counties, and its impact on the development of the Fiscal Year 2015/2016 Revenue Budget.

#### **Submitted By:**

Fire Chief Paul Bourgeois

#### Background/Discussion:

Review of Fiscal Year 2015/ 2016 Tax Abstract and Tax Levy

The Combined Pinal County & Maricopa County Fire District Levy Limit Worksheet (Tax Abstract) is enclosed for reference and review. The following is a summary of the information:

- 1. For the fiscal year beginning July 1, 2015 the SFMD Net Assessed Valuation (NAV) for all District properties in Pinal and Maricopa counties increased 2.0%.
- 2. The FY15/16 Combined Pinal & Maricopa County NAV is \$348,166,870.
  - a. Pinal County is \$347,927,678; for FY14/15 the NAV was \$340,933,417 (up 2.1%).
  - b. Maricopa County is \$239,192; for FY14/15 the NAV was \$463,600 (down 48.4%)
- 3. At the current tax rate of \$3.19 / \$100 of NAV, the tax levy for the District is \$11,111,984.

District revenue items still unknown include the SRP Contribution (taxes paid by SRP on their property and assets located within our District) and the Fire Insurance Premium Tax, estimated at \$278,000 and \$100,000, respectively.

#### **Establish Funding Priorities**

Another important component of this initial planning phase is establishing funding priorities for the upcoming year. As the Board directs Staff in the development of the budget, Staff will provide budget costs for the specific programs or items so the financial impact on the item(s) under consideration may be evaluated. The Board may also have new programs they would like Staff to evaluate as the FY15/16 budget is developed.

#### Items for consideration / prioritization within the FY15/16 budget include, but are not limited to:

- A. Personnel-related:
  - a. Public Safety Personnel Retirement System contribution rate increase.
  - b. Completion of FY14/15 Market Adjustments
    - i. Third of three adjustments for the Assistant Chief and Battalion Chief ranks.
    - ii. Paramedic Incentive Adjustment.
  - c. Civilian Market Analysis and Potential Adjustment(s) as warranted.
  - d. Earned Leave Buy-Out (accrued vacation time only).
- B. Vehicles
  - a. 1-2 Staff Vehicles.
- C. Property and Facilities
  - a. Funds committed to property and facilities to be determined.
  - b. Continue search for property for Station 266 (north part of District).
- D. Technology.
  - a. Software and hardware additions and upgrades.



- b. Survivability Initiative (Automated External Defibrillators (AEDs), Public Access Defibrillator (PAD) Program, Community Education).
- c. Training to complete the conversion to the Tyler Integrated Accounting/HRIS software.

#### E. Grants

- a. Funding for the non-reimbursable costs of the CMS grant.
- b. Funding for share related to the purchase of two (2) ambulances 9.1% share
- c. Funding for share related to Regional Blue Card training grant 9.1% share
  - i. Partnering with Florence Fire & Medical District
- d. Funding for share of the Regional Video conferencing grant 10% share.

#### Financial Impact/Budget Line Item:

#### Enclosure(s):

2015 Combined Pinal & Maricopa County Tax Abstract - \*To be provided under separate cover

## **Recommended Motion:**

N/A



**Governing Board Meeting – February 18, 2015** 

Agenda Item: 7 BOD#: 2015-02-06

#### **Agenda Item Title:**

Discussion and overview of the status of the CMS grant and the CoN application process.

#### **Submitted By:**

Fire Chief Paul Bourgeois

#### **Background/Discussion:**

Firefighter/Paramedic Dave Pohlmann will give an update on both the CMS grant and the CoN application process.

#### Financial Impact(s)/Budget Line Item:

N/A

#### **Enclosure(s):**

N/A

#### **Recommended Motion:**

N/A



**Governing Board Meeting – February 18, 2015** 

Agenda Item: 8 BOD#: 2015-02-07

#### Agenda Item Title:

Chief's Report

#### **Background / Discussion**:

This item is for the fire chief 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.

Statistical Reports for January

**Governing Board Meeting – February 18, 2015** 

Agenda Item: 9 BOD#: 2015-02-n/a

#### **Agenda Item Title:**

Announcements

#### **Background / Discussion:**

The BOD and/or staff may share information at this time.

Governing Board Meeting – February 18, 2015

Agenda Item: 10 BOD#: 2015-02-08

#### Agenda Item Title:

Adjournment

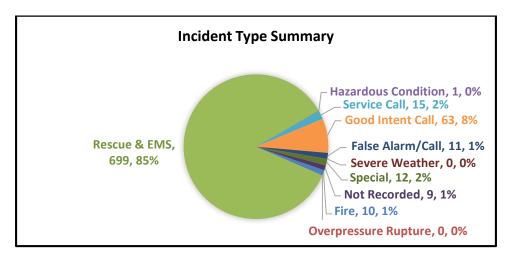
### **Recommended Motion:**

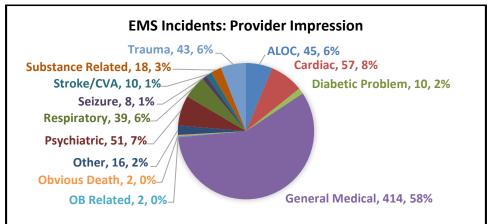
"Motion to adjourn the board meeting."

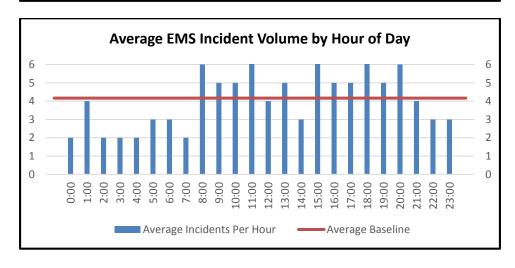


# **Superstition Fire & Medical District January 2015 - Monthly Report**

Average Travel Time				
	<u>Metro</u>	<u>Urban</u>	<u>Suburban</u>	<u>Rural</u>
Travel Time Goal	5:12	5:12	6:30	13:00
Average Travel Time by Population Density	4:24	4:33	4:38	5:07
Average Travel Time District Wide	4:32			







Dispatches by Unit			
<u>Unit</u>	<u>Dispatches</u>	Fiscal YTD	
B261	25	159	
E261	312	1832	
E262	106	613	
L263	329	1878	
L264	100	621	
E265	39	288	
CCU263	51	51	
TRV263	0	28	
U262	0	46	
BR262	0	9	
BR263	6	20	
BR265	0	18	
RH264	3	43	

## Population Density Definitions

#### Metropolitan

An area with a population density of 3,000 or more people per square mile. 15%

#### Urban

An area with a population density of 2,000-2,999 people per square mile. 8%

#### Suburban

An area with a population density of 1,000-1,999 people per square mile. 10%

#### **Rural**

An area with a population density of 0-1,000 people per square mile. 67%

# **Superstition Fire & Medical District January 2015 - Operational Report**

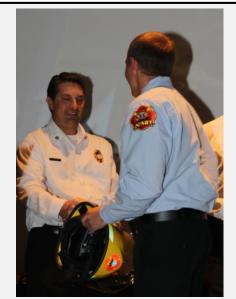
Community Services & Activities			
Description Jan 2015 Fiscal Y			
Blood Pressure Check Events	12	75	
Car Seats Installed/Placed	10	57	
CCR Demonstrations	0	4	
CCR Demo Students	0	60	
Community Events/Festivals	3	42	
Community PSAs Produced	0	2	
CPR & 1st Aid Classes	1	8	
CPR & 1st Aid Students	6	51	
CPR & AED Classes	2	10	
CPR & AED Students	76	127	
Fire Investigations	2	16	
Fire Station Tours	2	7	
Inspections - Business	8	53	
Inspections - Specialty/Complaint	10	51	
Juvenile Fire Setter Program	0	2	
Neighborhood Canvass - Post-Drowning	0	5	
Neighborhood Canvass - Post-Fire	2	7	
Plan Reviews	8	79	
Safety Classes - Fire & Water	4	15	
School - Fire Drills	5	15	
School - Pub Ed Classes	1	17	
Smoke Alarms Placed	30	209	

Training Hou	ırs Categories
Administrative, 92, 4% TRT, 0, 0% Wildland, 0, 0% Physical Fitness, 462, 20%  HazMat, 0, 0% Fire Prevention/Public Education, 69, 3%	Driver/Operator, 341, 14% EMS, 389, 17% Fire Operations, 971, 42%

Injury Report			
	Jan 2015 Fiscal YTD		
Injuries	0	11	
Exposures	0	9	
Sharps	0	2	



Engineer Mark Blackstone SFMD's 2015 Firefighter of the Year



Chief Bourgeois shakes hands with SFMD's newest firefighters as they graduate from the Regional Academy



Regional Academy Class 2014-2 Graduation Night

## Appendix A

#### a) Board Meeting Minutes from January 21, 2015

#### **Submitted By:**

Fire Chief Paul Bourgeois

#### **Background / Discussion:**

The board meeting minutes of the previous meeting(s) are provided for the BOD approval. 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

#### **Staff Recommendation:**

Staff recommends approval of January 21, 2015 board minutes.

### **Enclosure(s):**

January 21, 2015 Board Meeting Minutes





## Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119 Phone (480) 982-4440, Fax (480) 982-0183 www.sfmd.az.gov



#### Governing Board Meeting Minutes January 21, 2015

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, JANUARY 21, 2015. 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 P.M.

- A. Chairman Cross called the meeting to order at 5:30 p.m.
- B. The Pledge of Allegiance was led by Director House.
- C. Roll Call showed Chairman Jeff Cross, Clerk Gene Gehrt, Director Todd House, Director Charlie Fox, and Director Barbara Cobb as present.

Senior Leadership in attendance: Fire Chief Paul Bourgeois, Assistant Chief Jerome Schirmer, Assistant Chief Dave Montgomery, Assistant Chief Mike Farber, Legal Counsel Donna Aversa, and Executive Assistant acting as Board Secretary Jasmin Jones were also present for the meeting.

Item 1: Review and approval of the December 2014 financial reports and bank reconciliations. (BOD #2015-01-01)

**Motion** by Director House to approve the December 2014 financial reports and bank reconciliations. Seconded by Director Fox and Director Cobb.

**Vote** 5 ayes, 0 nays. Motion passed.

Item 2: Recognition of employee performance, achievements and special recognition for community members. (BOD #2015-01-02)

Chairman Cross read the list of the following January Service Anniversaries

Fire Engineer John Christensen	26 Years
Fire Captain / Paramedic Rob Bessee	14 Years
Fire Engineer / Paramedic Chuck Hanson	12 Years

Assistant Chief Jerome Schirmer introduced SFMD's new fire recruits.

Assistant Onici deforme Seminine Introduced of MB 3 new fire recidits.
Jason Chapman
Sean Matuszewski
Jay Nelson
Casey Schreiner
Josiah Stiglitz
Andrew Tryon
Colt Weddell
Travis Yates

#### Assistant Chief Jerome Schirmer introduced our new Fire Captains

Fire Captain Jeff Ehrlich

Fire Captain Ruben Briones

Fire Captain Alex Dupuis (not in attendance)

#### Fire Chief Paul Bourgeois recognized 2014 Firefighter of the Year

Engineer / Paramedic Mark Blackstone

Battalion Chief Rick Ochs recognized crews for their assistance with cardiac arrest calls

Captain / Paramedic Mark Castaneda

Engineer / Paramedic Drew Colby

Firefighter Paul Garcia

Captain / Paramedic Doug Taylor (not in attendance)

Firefighter / Paramedic Ken Simkins

Firefighter / Paramedic Matthew Perez

Firefighter / Paramedic Lance Frawley (not in attendance)

Captain / Paramedic Craig Halver (not in attendance)

Engineer / Paramedic Jim Crowley (not in attendance)

Firefighter Ryan Philips (not in attendance)

Firefighter David Endres (not in attendance)

#### Item 3: Call to the Public. (BOD #2015-01-n/a)

Constable John Acton briefly spoke stating, he is newly elected and he recently took CPR classes from the Constable School, however, what he learned was not as good as the CPR class our department teaches. He looks forward to working with our people any way he can, he is friends with Director House and Director Fox.

## Item 4: Consideration and possible approval of all consent agenda items listed below: (BOD #2015-01-03)

- a) Board Meeting Minutes from December 17, 2014
- b) ImageTrend Elite Product Upgrade Software Licensing Agreement Amendment
- c) Contract with Arizona Renaissance Limited partners for Fire and Medical Services

Battalion Chief Rick Ochs stated the Renaissance Manager was at the meeting and he approved of the positive changes to the contract.

**Motion** by Director House to approve consent agenda items for January 21, 2015. Seconded by both Director Cobb and Clerk Gehrt.

**Vote** 5 ayes, 0 nays. Motion passed.

# Item 5: Discussion and possible approval for the SFMD's Financial Statements and Independent Auditor's Report for the fiscal year ending June 30, 2014. As required by Arizona Revised Statues §48-253, submitted by Henry & Horne, LLP. (BOD #2015-01-04)

Assistant Chief Mike Farber introduced Marilyn Mayes from Henry & Horne, LLP to go over the district's audit report.

Mrs. Mayes went through the SFMD Financial Statements and Independent Auditor's Report for the fiscal year ending June 30, 2014. Some of the points she touched on were the following:

• Financial statements are fairly presented in accordance with Generally Accepted Accounting Principles (GAAP).

- No Significant Deficiencies or Material Weaknesses
- No Instances of material Non-Compliance
- There were no difficulties encountered when performing the audit or dealing with management.
- Per §ARS 48-253, the district has not incurred any debt or liability in excess of taxes levied or to be collected
- Per §ARS 48-253 the district has not violated registered warrants requirements
- Starting next year the financial standards will change and the unfunded liability will be shown on the financial statements.

**Motion** by Clerk Gehrt to approve the fire district's Financial Statements and Independent Auditor's Report for the fiscal year beginning on July 1, 2013 and ending on June 30, 2014, as submitted by Marilyn Mayes, CPS, and to direct staff to submit the auditor's report to Pinal and Maricopa County as required by Arizona Revised Status §48-253. Seconded by Director House.

Vote 5 ayes, 0 nays. Motion passed.

Item 6: Discussion and approval of the Fire Chief's updated contract. (BOD #2015-01-05)

Legal Counsel Donna Aversa stated the contract has updated language regarding the district's name change as well as updated salary information.

**Motion** by Director House to approve the employment contract for Fire Chief Paul Bourgeois with updated salary information and the district name change and to direct staff to remove typo. Seconded by Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed.

Item 7: Presentation, discussion, and possible action regarding out of district responses. (BOD# 2015-01-06)

Assistant Chief Dave Montgomery presented to the board information about out of district responses. The fire district responds on a regular basis outside of its recognized jurisdictional boundaries on emergency calls that are not part of our Auto-Aid System. With few exceptions, the district has not historically collected any revenue off of these calls. Current economic conditions as persistently hampering the fire district's ability to increase revenue. The real and potential losses to our taxpayers are in the form of slower response times, resources obligated outside the fire district, and other major compromises to the Auto-Aid System financially impacts the organization and the taxpayers.

Chairman Cross expressed his appreciation for addressing this issue, educating the businesses and citizens that the district is not trying to make money, just recover costs will be beneficial.

**Motion** by Director House to move forward with the out of district response research initiative. Seconded by both Clerk Gehrt and Director Cobb.

Vote 5 ayes, 0 nays. Motion passed.

Item 8: Discussion and overview of the CMS grant and the CoN process. (BOD# 2015-01-07)

Firefighter / Paramedic Dave Pohlmann gave a brief update on the CoN and the CMS grant:

#### CoN

- Responded to Phase II
- Waiting for secondary request or hearing date
- Moving FAST

CMS Grant - CCU 263

- Captains came off-line on January 5, 2015
- Crew Outreach
- Met with Dr. Smith and Mesa Grant Administrator
- Advanced Practice Providers were assigned
- ➤ All three have extensive backgrounds in Emergency and Community Health
- Training is complete on January 23, 2015
- CCU 263 begins 24/7 operation on January 26, 2015

#### Item 9: Chief's Report. (BOD# 2015-01-08)

Fire Chief Paul Bourgeois reported on the following

- ➤ Lost Dutchman RV Park had their annual brunch and hat contest to raise money for our district. The park has raised money for over 30 years for our district, they have donated an estimated \$230,000 through the years.
- ➤ 20 informational bags were handed out at 400 N. Plaza for our After the Fire Walk Program, crews were able to speak to several citizens about the importance of fire safety.

#### **Item 10:** Announcements (BOD# 2015-01-n/a)

Director House stated he will be attending the Recruit Graduation and he hopes the other board members will join him.

#### Item 11: Adjourn (BOD# 2015-01-09)

**Motion** by Director House at 6:49 p.m. to adjourn the meeting. Seconded by Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed.

Governing Board Approval:		
Gene Gehrt, Board Clerk		
Jasmin Jones		

## **Appendix B**

#### b) Special Board Meeting Minutes from January 27, 2015

#### **Submitted By:**

Fire Chief Paul Bourgeois

#### Background / Discussion:

The board meeting minutes of the previous special board meeting(s) are provided for the BOD approval. 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

#### **Staff Recommendation:**

Staff recommends approval of the Special Board Meeting Minutes from January 27, 2015.

#### Enclosure(s):

Special Board Meeting Minutes from January 27, 2015





## Superstition Fire & Medical District

565 North Idaho Road, Apache Junction, AZ 85119 Phone (480) 982-4440, Fax (480) 982-0183 www.sfmd.az.gov



#### **Special Governing Board Meeting Minutes** January 27, 2015

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 TUESDAY, JANUARY 27, 2015. 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 4:30 P.M.

- Chairman Cross called the meeting to order at 4:37 p.m. Α.
- The Pledge of Allegiance was led by Chairman Cross. B.
- C. Roll Call showed Chairman Jeff Cross, Clerk Gene Gehrt, Director Todd House, and Director Barbara Cobb (telephonically) as present.

Director Charlie Fox was absent.

Senior Leadership in attendance: Fire Chief Paul Bourgeois, Assistant Chief Mike Farber, Assistant Chief Dave Montgomery, and Account Clerk I acting as Board Secretary Jennifer Burke were also present for the meeting.

Legal Counsel Donna Aversa was absent.

Item 1: Discussion and possible approval of a Memorandum of Understanding between SFMD, Mesa Fire & Medical Department and SW General, Inc. regarding the Regional Emergency Medical

Transportation Service Agreement. (BOD #2015-01a-01)

**Motion** by Director House to approve the Memorandum of Understanding for the revised Regional Emergency Medical Transportation Service Agreement (REMTSA), with the effective date of November 29, 2014 to match the expiration date of the last extension of the REMTSA and authorize the Chairperson to execute the document on behalf of the district. Seconded by Clerk Gehrt.

**Vote** 4 ayes, 0 nays. Motion passed. (Director Fox absent)

Adjournment (BOD #2015-01a-02) Item 2.

	, lajean mona (202 1120 10 0 14 02)
	Motion by Director House to adjourn the meeting at 4:40 p.m. Seconded by Clerk Geh
	Vote 4 ayes, 0 nays. Motion passed. (Director Fox absent)
Governing	g Board Approval:
Gene Gehi	rt, Board Clerk
Jasmin Jone	es

## **Appendix C**

c) Annual contract for remaining physicals for sworn personnel that are required for 14/15.

#### Submitted By:

Fire Chief Paul Bourgeois

#### **Background / Discussion:**

To ensure the District's compliance with NFPA 1582 requirements, SFMD's public safety personnel must complete an annual physical. The district's original intent was to utilize Banner Health to perform these physical, however the district is not contractually obligated to do so.

As a result of the Health, Safety & Wellness Committee's efforts with HeartFit for Duty, LLC ("HeartFit") to identify ways to ensure the overall wellness of our public safety personnel, a comprehensive physical has been developed that includes several tests not included in the physical from Banner Health, and yet will cost the District \$5 per physical less that Banner Health's cost.

The attached contract with HeartFit is structured to cover the 50 – 55 physicals that still need to be performed before the end of FY14/15. During this period, The district will evaluate HearttFit as a potential long-term provider of the required occupational health physicals.

The district will conduct an extensive survey after the physical are completed to determine if HeartFit is best suited to be the district's on-going provider. The attached contract locks in a price for all of 2015 (\$575 per physical) but is intended to only cover the 50 – 55 physicals that still need to be completed for FY14/15. However, should some of the physicals not be completed by June 30, 2015, the district will still have locked down the cost to complete all 50 – 55 physicals through HeartFit.

#### Financial Impact/Budget Line Item:

FY 14/15 cost \$28,750-\$31,625 / Account 100-10-61920-15 Medical Exam Services

#### Staff Recommendation:

Staff recommends approval of the

#### Enclosure(s):

2015 Heartfit for Duty Contract



## HEARTFIT FOR DUTY ANNUAL PHYSICAL AGREEMENT

**THIS ANNUAL PHYSICAL AGREEMENT** (this "Agreement"), is made and entered into this 18th day of February, 2015, by and between Superstition Fire and Medical District (the "District") and HeartFit for Duty LLC ("HeartFit").

#### **RECITALS**:

WHEREAS, the District operates and manages a fire district; and

**WHEREAS**, it is the desire of the District to provide for annual physicals of the firefighters in the District, including heart screenings, to ensure that its firefighters stay in good health for the safety and benefit of the District, the community, the firefighters and their families; and

**WHEREAS**, HeartFit specializes in the prevention of heart attacks and strokes in the first responder population by focusing on early detection and education of at risk individuals, and provides heart screenings, annual physicals, fitness evaluations, and other wellness programs as a part of its regular services (the "Services");

**WHEREAS**, it is the desire of the District and HeartFit to enter into this Agreement for HeartFit to assist in the provision of annual firefighter medical examinations, including heart screenings, for sworn District personnel as required by federal and state law, National Fire Service standards and regulations, and/or as deemed necessary by the Chiefs of the District.

#### **AGREEMENT**

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

- 1. <u>Authorization to Provide Services</u>. District personnel may participate in the annual firefighter physical examination program provided by HeartFit and any other such employee health and safety programs HeartFit may have to offer. Services are to be provided at 633 E Ray Rd. Ste#101, Gilbert Az. 85296 or such other location as is reasonably designated by HeartFit and accepted in advance by the District.
- 2. <u>Charges for Services Rendered</u>. HeartFit will charge the District for the physical examinations and for other programs and services offered to District personnel pursuant to this Agreement, and the District agrees to pay such charges in accordance with the terms of this Agreement. The current rates for such services are set forth on <u>Exhibit A</u> attached hereto. Such rates may only be changed at the commencement of a Renewal Term, as defined in Paragraph 3 below. HeartFit shall notify the District in

writing at least thirty (30) days prior to the beginning of a Renewal Term if the rates charged for such services as set forth on Exhibit A are changing. Specific contracts or agreements may be drafted between the District and HeartFit specifying any modification to the standard rates and charges reflecting in kind services or other specific terms and conditions; provided, however, that any such modifications must be in writing and signed by both parties to this Agreement.

- 3. Term. This Agreement will commence on the date first written above, and unless modified by the mutual written agreement of the parties or terminated earlier pursuant to the terms of this Agreement, shall continue for one (1) year from the date first written above (the "Initial Term"). Unless terminated in writing at least thirty (30) days prior to the end of the Initial Term, this Agreement shall renew for successive one (1) year terms (each a "Renewal Term"). Either party may terminate this Agreement upon ninety (90) days written notice to the other party. The rights and obligations of Paragraphs 5, 6, 7, 9, 11, 13 and 14 hereof shall remain in effect after termination or expiration of this Agreement or the relationship specified herein.
- 4. <u>No Exclusivity</u>. Nothing in this Agreement shall limit the ability of the District from agreeing to participate in more specific contracts for services with HeartFit or any other agency, nor shall this prohibit either party from entering in to any other agreement for medical services with another jurisdiction, agency or entity which is not a party to the Agreement.
- 5. Independent Contractor. The relationship between the District and HeartFit is that of independent contractor. This Agreement is not authority for HeartFit to act for the District as its agent or make commitments for the District. HeartFit agrees and certifies that it is not an employee of the District and that it is, in fact, an independent business. HeartFit further agrees that it is responsible for paying all of the appropriate taxes, and for appropriate insurance, including workers' compensation and general liability insurance. HeartFit further agrees and certifies that, it is not an employee of the District, will not represent itself to be an employee of the District, and will support the District's efforts to accurately describe this relationship in any further proceedings. It is not intended by this Agreement to create, and nothing contained in this Agreement shall create, any partnership, joint venture or similar arrangement among the parties hereto.
- 6. <u>No Third Party Beneficiaries</u>. No term or provision of the Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.
- 7. <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 without limitation reasonable attorneys' fees and costs (hereinafter collectively referred to as "claims") arising out of the indemnitor's

performance of the Services or breach of this Agreement. Notwithstanding the above, the indemnitor shall not be required to provide indemnification pursuant to this <u>Section</u> <u>7</u> to the extent that such claims are caused by the gross negligence, willful misconduct, or other fault of the indemnitee, its agents, employees, or contractors.

- 8. <u>Insurance</u>. The physicians contracted by HeartFit to provide the Services contemplated by this Agreement shall provide medical malpractice and Professional Liability insurance at limits of no less than One Million Dollars (\$1,000,000) per occurrence.
- Entire Agreement. This Agreement contains the entire understanding between the
  parties hereto and supersedes any prior written or oral agreements, representations or
  warranties between them respecting the subject matter hereof.
- 10. <u>Amendment</u>. This Agreement may be amended only by a writing signed by a duly authorized representative of each of the parties hereto.
- 11. <u>Severability</u>. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 12. <u>Compliance with Law</u>. Consultant agrees to abide by all federal, state, and local laws, ordinances and regulations in carrying out the terms of this Agreement, including without limitation the Services.
- 13. <u>Records and Retention</u>. All records necessary to support approved payments or charges under <u>Section 2</u> hereof shall be maintained by HeartFit on a current basis. All such records shall be maintained for one (1) year after the completion of services. Upon reasonable notice, such records shall be available for review by the District.
- 14. <u>Governing Law</u>. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Arizona, and jurisdiction and venue shall be in the state courts located in the State of Arizona, County of Maricopa. The parties hereby waive any ability to challenge the aforementioned governing law, jurisdiction, or venue.

[Signature Page Follows; Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, this Agreement has been executed by a duly authorized representative of each of the parties hereto, and is effective as of the date first set forth above.

THE FIRE DISTRICT:
Superstition Fire & Medical District
Ву:
Name:
Title:
HEARTFIT:
HEARTFIT FOR DUTY, LLC, an
Arizona limited liability company
Ву:
Name:
Title:

## **Exhibit A**

## **HeartFit for Duty Charges**

Heart Screenings (per patient): = \$0.00

Annual Physical Charge (per patient): = \$575.00

Fitness Evaluations (per patient): = \$0.00

Other Charges: = \$0.00

One-Time Setup Charge (payable in full upon execution of Agreement): = \$0.00

Total Charge per Annual Physical: = \$575.00

Number of Annual Physicals: 50 to 55