

Superstition Fire and Medical District

Board of Directors

May 20, 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, May 20, 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:

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call

The following agenda items are scheduled for discussion at the board meeting. The Governing Board may or may not decide to take action on any or all items. The order of the agenda items may or may not be taken in the order listed.

1. Review and approval of the April 2015 financial reports and bank reconciliations. **(BOD #2015-05-01)**
2. Recognition of employee performance, achievements, and special recognition for community members. **(BOD #2015-05-02)**
3. Call to the Public.
A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.
4. Consideration and possible approval of all consent agenda items as listed below: **(BOD #2015-05-03)**
 - a) Board Meeting Minutes from April 15, 2015
 - b) Contract for employee medical insurance with United Healthcare
 - c) Renewal of worker's compensation insurance contract with Lovitt & Touche / CopperPoint American Insurance Company.
 - d) Contract for employee dental insurance with Principal Financial Group
 - e) Contract for employee STD, LTD, Life, AD&D, Group Life, Group AD&D with Cigna
 - f) Agreement with the City of Mesa for use of training facilities
 - g) Purchase of 5 Stryker Gurneys
5. Purchase of (2) LifePak 15 monitors. **(BOD #2015-05-04)**
6. Discussion and possible action regarding the appointment of a vacant board position. **(BOD #2015-05-05)**
7. Discussion, consideration, and possible action regarding the development of the Fiscal Year 2015/2016 Revenue and Expenditure Budget and adoption of Resolution 2015-02. **(BOD #2015-05-06)**
8. Discussion and update of the CCU program and Rescue Operations implementation. **(BOD #2015-05-07)**
9. Chief's Report **(BOD #2015-05-08)**
10. Announcements **(BOD #2015-05-n/a)**
11. Adjourn **(BOD 2015-05-09)**

NOTICE: The governing board may go into executive session for the purpose of obtaining legal advice from the fire district's attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

One or more members of the governing board may attend the meeting telephonically.

Governing Board meeting agenda dated and posted (at least 24 hours before the scheduled meeting date and time):

Posted on May 19, 2015

At: 1500 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.



Governing Board Meeting – May 20, 2015

Agenda Item: 1

BOD#: 2015-05-01

Agenda Item Title:

Review and approval of the April 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 April 2015 financial reports and bank reconciliations."



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

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



Governing Board Meeting – May 20, 2015

Agenda Item: 2

BOD#: 2015-05-02

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.

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

N/A

May Service Anniversaries:

| | |
|---|---------|
| Finance Manager Roger Wood | 2 Years |
| Members With 13 Years of Service | |
| Firefighter / Paramedic Stephan Wagner | |
| Firefighter Paul Garcia | |
| Fire Engineer Rob VandeKrol | |



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Governing Board Meeting – May 20, 2015

Agenda Item: 3

BOD#: 2015-05-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



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Governing Board Meeting – May 20, 2015

Agenda Item: 4

BOD#: 2015-05-03

Agenda Item Title:

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

- a) Board Meeting Minutes from April 15, 2015 – **Appendix A**
- b) Contract for employee medical insurance with United Healthcare – **Appendix B**
- c) Renewal of worker’s compensation insurance contract with Lovitt & Touche / CopperPoint American Insurance Company. – **Appendix C**
- d) Contract for employee dental insurance with Principal Financial Group – **Appendix D**
- e) Contract for employee STD, LTD, Life, AD&D, Group Life, and Group AD&D with Cigna – **Appendix E**
- f) Agreement with the City of Mesa for use of training facilities – **Appendix F**
- g) Purchase 5 Stryker Gurney’s – **Appendix G**

Background/Discussion:

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

Recommended Motion:

“Motion to approve the consent agenda items for May 20, 2015.”



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Governing Board Meeting – May 20, 2015

Agenda Item: 5

BOD#: 2015-05-04

Agenda Item Title:

Purchase of (2) Lifepak 15 monitors.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

Discussion of purchase of 2 Lifepak 15 Cardiac Monitors, budgeted for in the FY 2014/2015 budget. Premature approval was given to the EMS Division to make this purchase

Financial Impact:

Account: 200-70-73420.41 - \$70,158.37

Enclosure(s):

Recommended Motion:

"Motion to approve the purchase of 2 Lifepak 15 Cardiac Monitors, not to exceed \$70,158.37."



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Governing Board Meeting – May 20, 2015

Agenda Item: 6

BOD#: 2015-05-05

Agenda Item Title:

Discussion and possible action regarding the appointment of a vacant board position.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

Discussion regarding the appointment of the upcoming vacancy on the SFMD Board of Directors after the resignation of Director Cobb.

Per the BOD By-Laws, **Article III: Officers items 8 & 9**

8. Death or Resignation of Officers: An officer may resign at any time by giving the Board written notice of his or her resignation. Upon death of an officer, the office shall be deemed to be vacant as of the date of death.
9. Vacancies: In the event that an office of the Board becomes vacant, the Board shall elect a replacement at the next meeting after the occurrence of the vacancy to fill the vacant position or as soon thereafter as practical under the circumstances. The newly elected officer shall then serve until the expiration of the term of the officer whom he or she replaced.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

TBD



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Governing Board Meeting – May 20, 2015

Agenda Item: 7

BOD#: 2015-05-06

Agenda Item Title:

Discussion, consideration, and possible action regarding the development of the Fiscal Year 2015/2016 Revenue and Expenditure Budget and adoption of Resolution 2015-02.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

A Tentative Fiscal Year 2015/2016 Revenue and Expenditure Budget is scheduled to be adopted at this board meeting in correlation with the opening of a 20-day public comment period. At the December 13, 2014 board meeting, the Board approved a special board meeting for Wednesday, July 8, 2015 to formally adopt the Fiscal Year 2015/2016 budget.

During this meeting, the Board will be presented with a budget that may still be modified and adjusted as the Board decides. It is suggested that the Board adopt a tentative budget by adopting Resolution 2015-02 at this meeting after any adjustments, changes, or other modifications. This allows sufficient time for staff to post the budget as required by laws and meet timelines necessary for allowing at least 20-day public review and comment period.

The budget that Staff is presenting represents a tax rate of \$3.19 per hundred dollars of secondary valuation for district operations. The \$0.22 special Bond assessment remains the same.

In December, the Board set the public hearing and adoption of the final budget for July 8, 2015 and also decided to use this as the regular monthly meeting.

Financial Impact:

N/A

Enclosure(s):

Resolution 2015-02

Fiscal Year 2015/2016 available under separate cover

Recommended Motion:

"Motion to adopt Resolution 2015-02 adopting a tentative budget of \$ _____ for the fiscal year beginning July 1, 2015 and ending June 30, 2016 and giving notice to the public of the tentative budget, as well as the time and place for a public meeting to hear comments prior to final adoption of the budget as required by law."



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Governing Board Meeting – May 20, 2015

Agenda Item: 8

BOD#: 2015-05-07

Agenda Item Title:

Discussion and update of the CCU program and Rescue Operations implementation.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

Firefighter / Paramedic Dave Pohlmann will give an update on both the CCU program and the Rescue Operations implementation planning process.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

N/A



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Governing Board Meeting – May 20, 2015

Agenda Item: 9

BOD#: 2015-05-08

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 April

Governing Board Meeting – May 20, 2015

Agenda Item: 10

BOD#: 2015-05-n/a

Agenda Item Title:

Announcements

Background / Discussion:

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

Governing Board Meeting – May 20, 2015

Agenda Item: 11

BOD#: 2015-05-09

Agenda Item Title:

Adjournment

Recommended Motion:

"Motion to adjourn the board meeting."



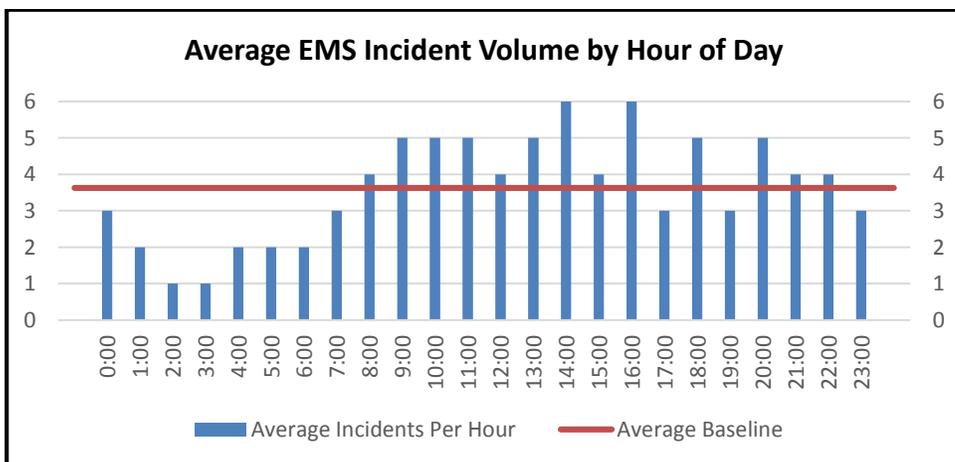
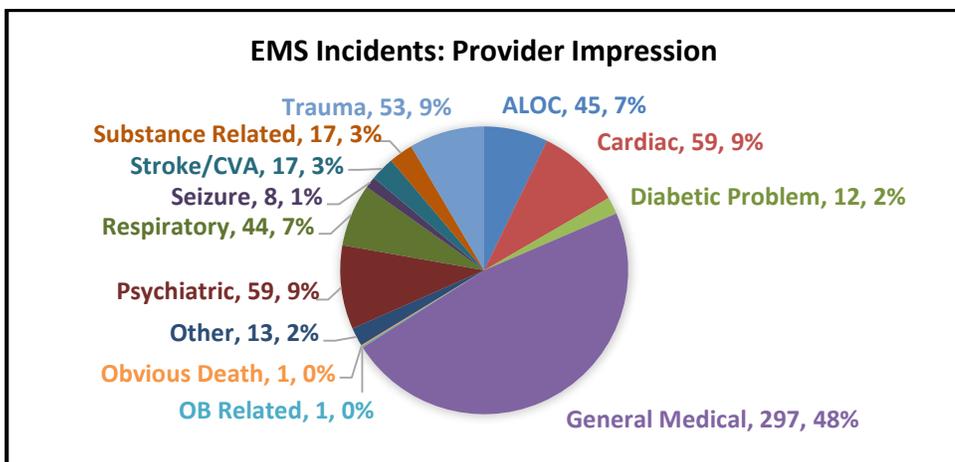
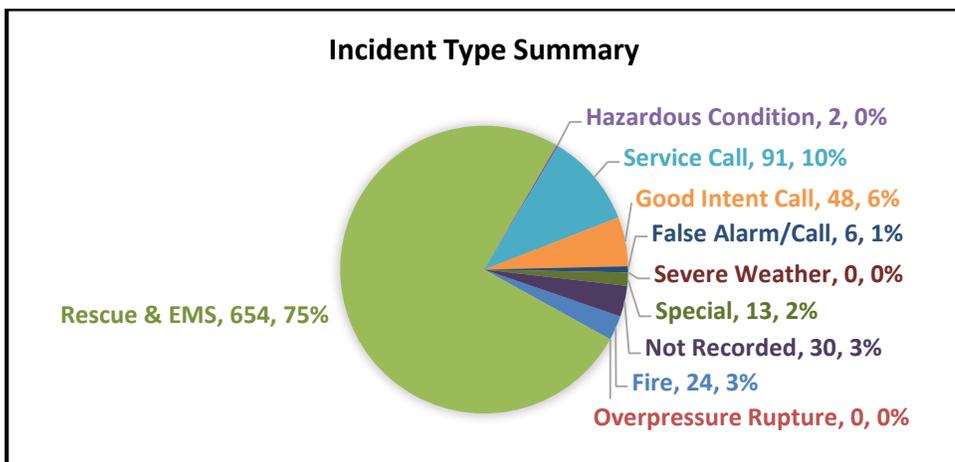
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Superstition Fire & Medical District April 2015 - Monthly Report

| 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 | 4:45 | 4:58 | 5:09 | 6:23 |
| Average Travel Time District Wide | 5:03 | | | |

| Dispatches by Unit | | |
|--------------------|-------------------|-------------------|
| <u>Unit</u> | <u>Dispatches</u> | <u>Fiscal YTD</u> |
| B261 | 23 | 229 |
| E261 | 287 | 2700 |
| E262 | 120 | 970 |
| L263 | 297 | 2799 |
| L264 | 119 | 969 |
| E265 | 56 | 447 |
| CCU263 | 95 | 376 |
| TRV263 | 18 | 140 |
| U262 | 3 | 62 |
| BR262 | 5 | 20 |
| BR263 | 11 | 42 |
| BR265 | 8 | 44 |
| RH264 | 9 | 69 |



Population Density Definitions

| |
|--|
| Metropolitan |
| An area with a population density of 3,000 or more people per square mile. <i>15%</i> |
| Urban |
| An area with a population density of 2,000-2,999 people per square mile. <i>8%</i> |
| Suburban |
| An area with a population density of 1,000-1,999 people per square mile. <i>10%</i> |
| Rural |
| An area with a population density of 0-1,000 people per square mile. <i>67%</i> |

Superstition Fire & Medical District April 2015 - Operational Report

Community Services & Activities

| Description | Apr 2015 | Fiscal YTD |
|--------------------------------------|----------|------------|
| Blood Pressure Check Events | 12 | 111 |
| Car Seats Installed/Placed | 0 | 72 |
| CCR Demonstrations | 2 | 21 |
| CCR Demo Students | 60 | 700 |
| Community Events/Festivals | 5 | 53 |
| Community PSAs Produced | 0 | 2 |
| CPR & 1st Aid Classes | 3 | 13 |
| CPR & 1st Aid Students | 11 | 106 |
| CPR & AED Classes | 0 | 14 |
| CPR & AED Students | 0 | 227 |
| Fire Investigations | 4 | 25 |
| Fire Station Tours | 0 | 12 |
| Inspections - Business | 12 | 84 |
| Inspections - Specialty/Complaint | 12 | 88 |
| Juvenile Fire Setter Program | 0 | 2 |
| Neighborhood Canvass - Post-Drowning | 0 | 5 |
| Neighborhood Canvass - Post-Fire | 1 | 11 |
| Plan Reviews | 5 | 105 |
| Safety Classes - Fire & Water | 4 | 30 |
| School - Fire Drills | 0 | 16 |
| School - Pub Ed Classes | 0 | 24 |
| Smoke Alarms Placed | 30 | 495 |

Injury Report

| | Apr 2015 | Fiscal YTD |
|-----------|----------|------------|
| Injuries | 2 | 13 |
| Exposures | 2 | 13 |
| Sharps | 1 | 3 |

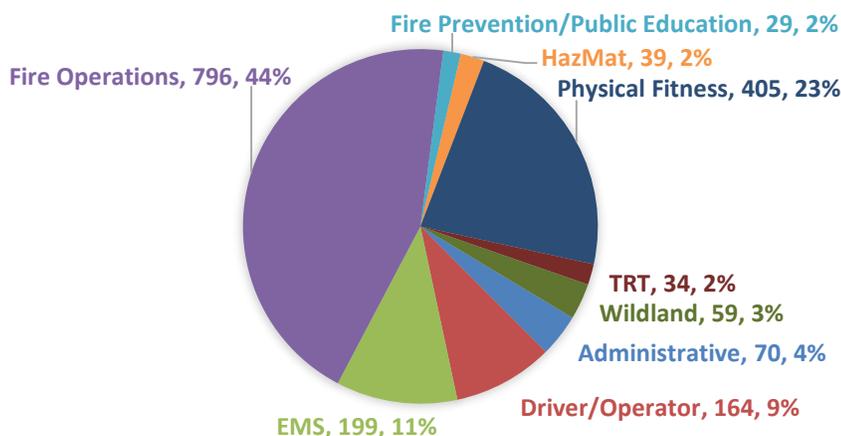


Fire & Life Safety Educator Tina Gerola speaking to the attendees of the annual April Pools Day event (April 25)



Assistant Chief Dave Montgomery and Deputy Fire Marshal John Suniga grilling hot dogs at the annual April Pools Day event

Training Hours Categories



L264 A Shift was called to assist Liberty Wildlife in rescuing baby owls from a sign overhanging the highway (April 22)

Appendix A

a) Board Meeting Minutes from April 15, 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 April 15, 2015 board minutes.

Enclosure(s):

April 15, 2015 Board Meeting Minutes



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**Governing Board Meeting Minutes
 April 15, 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, APRIL 15, 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 Fox.
- 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, Finance Manager Roger Wood, Battalion Chief Richard Mooney, 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 March 2015 financial reports and bank reconciliations. (BOD #2015-04-01)*

Motion by Director House to approve the March 2015 financial reports and bank reconciliations. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 2: *Recognition of employee performance, achievements and special recognition for community members. (BOD #2015-04-02)*

Chairman Cross read the list of the following April Service Anniversaries

| | |
|---|----------|
| Fire Captain / Paramedic Mark Gomez | 22 Years |
| Fire Engineer / Paramedic Mitch McCollough | 16 Years |
| Fire & Life Safety Specialist Tina Gerola | 11 Years |
| Executive Administrative Assistant Jasmin Jones | 11 Years |

Assistant Chief Dave Montgomery presented Captain Joe Garcia a check from the Lost Dutchman Marathon Committee for \$1000 for the SFMD Explorer Program.

Item 3: *Call to the Public. (BOD #2015-04-n/a)*

Dr. Chad Wilson from the Apache Junction Unified School District thanked the SFMD for their participation on the AJHS Mock Crash on April 8, 2015.

Item 4: *Presentation and discussion about the Fire Science EVIT Program, our district helped establish for the AJUSD. (BOD #2015-04-03)*

Jacob Briones from Apache Junction High School (AJHS) Fire Science EVIT program presented the BOD with an update of the program.

Item 5: *Consideration and possible approval of all consent agenda items listed below: (BOD #2015-04-04)*

- a) *Board Meeting Minutes from March 18, 2015*
- b) *Special Board Meeting Minutes from March 26, 2015*
- c) *Purchase of secure access system for five (5) fire stations and fitness center.*

Director Cobb asked to remove item b) from consent because she was not in attendance at the March 26, 2015 Special Board Meeting. Clerk House stated he was not at the Special Board Meeting either.

Motion by Clerk Gehrt to approve consent agenda items a) and c) for April 15, 2015. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Motion by Clerk Gehrt to approve consent agenda item b) for April 15, 2015. Seconded by Director Fox.

Vote 3 ayes, 0 nays. Motion passed. (Director Cobb and Director House recused themselves from the vote)

Item 6: *Discussion of the Preliminary Budget and determination of the Tax Rate for the Fiscal Year 2015/2016. (BOD #2015-04-05)*

A presentation of the Preliminary Budget for Fiscal Year 2015/2016 was led by Finance Manager Roger Wood and Senior Staff. He explained the strategic goal of the budget preparation was to provide exceptional customer service by being innovative, data driven, and transparent. To invest in personnel development and capital equipment; and to be technology driven. With the strategic focus being to develop a fiscally responsible, sustainable budget that takes a multi-year view of the district's financial resources and operational responsibilities.

FY 15/16 Initiatives:

- Maintain competitive parity with peer fire organizations in the area of civilian compensation.
- Enhance command level training for suppression leadership.
- Ensure sufficient human resources are in place to sustain new and existing initiatives.
- Launch CoN operations.
- Maintain CCU grant operations.

There was brief discussion about revenue opportunities from advertising on fire apparatus.

Item 7: *Discussion and update of the CCU program and CoN process. (BOD #2015-03-07)*

Firefighter/Paramedic Dave Pohlmann went over the following for our CCU program:

CoN Update:

- Finishing third month of operation
- Data continues to be generated
- Deputy Chief from Olympia Washington and Fire Chief from Lacy Fire District visited the SFMD and MFMD
- Both Washington State departments are considering a shared CCU/CCS type of program.

SFMD EMTS Update:

- Units have been ordered
- The schedule will mirror our fire schedule 48/96
- Uniforms are decided on. Grey polo and t-shirts with other items being the same. Mock-Ups are being worked on.
- Job Description for EMTS manager is 90% complete
- Job Descriptions for EMTs and Paramedics are also near complete
- Timelines for the operational development are in a spreadsheet for tracking purposes

Item 8: *Chief's Report. (BOD# 2015-04-07)*

Fire Chief Paul Bourgeois reported on the following

➤ **Upcoming Events**

- April Pool's Day – April 25th
- SFMD Leadership Academy May 19th & May 20th
- AFDA Conference June 25th – 27th

➤ **Notable Calls**

- Wednesday, April 8, 2015 – Owlet Rescue
 - An owlet was rescued from a palm tree
 - An expert from Liberty Wildlife was on scene to handle the injured owlet
- Sunday, April 12, 2015 – Barn/Hay Fire Apache Junction
 - All occupants, including the horses were evacuated safely
- Monday, April 13, 2015 – Mobile Home Fire in Apache Junction
 - 2 occupants were displaced by the fire, their needs are being taken care of by SFMD, and friends & family
 - Fire was contained to their mobile home, saving surrounding homes
 - MFMD assisted SFMD
- Monday, April 13, 2015 – Skate Boarding Injury
 - 17 year old female suffered head injuries while skate boarding
 - Flown by air transport to trauma center

➤ **Donations**

- Lost Dutchman Marathon - \$1,000 to the SFMD Explorer Program
- Raindance Church - \$300 for the fast response and kind crews at Station 263
- Raindance Park – (4) \$50 Fry's Food Store Gift Cards and (4) \$25 Fry's Food Store Gift Cards for our After the Fire Program

➤ **Trending News Topics Related to the Fire Service**

- **Equipment Stolen from California Fire Department**
The stolen items included portable radios, a medical bag, life vests, brass hose fittings, wrenches, a mask and wildland gear.
- **Fire Department Cited for 'Serious' Safety Violations after LODD**
The city could face fines of \$1,000 per violation if it does not propose a plan to fix the violations cited by the OSHA investigator.
- **Report: Tactical Errors, Confusion Led to Firefighter's Death**
Commanders failed to assess the fire, structure and available personnel; Stanley Wilson died in May 2013 after ordered back into a collapsing building.

➤ **Mock Crash**

- 11th & 12th grade students at AJHS all attended
- AJHS Drama Students & Film Production Students all participated in the production
- News Channel 3 broadcasted live from the event

- Survivors shared their story of losing their 19 year old daughter, Stephanie, to Distracted Driving. This message is what the kids needed to make an impact.

Item 9: *Announcements (BOD# 2015-04-n/a)*

Director Cobb announced that May 20, 2015 will be her last board meeting, she will be moving out of our fire district.

Director House thanked the district for participating in the welcoming home ceremony for members of the military.

Chairman Cross thanked the AJUSD for working with our department and allowing us to utilize their Performing Arts Center (PAC) for the Mock Crash.

Item 10: *Adjourn (BOD# 2015-04-08)*

Motion by Director House at 6:55 p.m. to adjourn the meeting. Seconded by both Clerk Gehrt and Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Governing Board Approval:

Gene Gehrt, Board Clerk

Jasmin Jones

Appendix B

b) Contract for employee medical insurance with United Healthcare

Submitted By:

Fire Chief Paul Bourgeois

Background / Discussion:

Starting in August 2014, members of Staff and Labor Management came together to determine way(s) to better understand the drivers behind the district's yearly medical insurance premium increases. One important result of this effort was a conscious effort to move up the negotiation period so that the district could more effectively manage the process.

The employees have been surveyed to determine their opinions of the current medical carrier and range of plans being offered. As a result, the range of plans offered has been aligned more closely with the range of plans available on the medical insurance exchanges to provide a wider choice of plans (a Gold, Silver, and Bronze plan) to better meet the employees' needs.

Staff has negotiated a contract with United Healthcare to provide the three medical plans detailed below. In summary, the following changes are being planned for FY15/16:

1. Medical coverage will be provided by UHC at a cost of 13.55% LESS than the cost of our current comparable plans (\$500 / 0% Gold PPO Plan, and \$1,500 Silver H.S.A. Plan).
2. Addition of a new \$2,500 / 20% Bronze Plan.

The Gold and Silver Plans offered by UHC are actually better plans from a prescription benefit perspective. UHC's highest monthly prescription co-pay is \$50 for Tier 3 drugs, whereas Cigna's highest is Tier 4 that has a \$150 per month co-pay.

The reduced cost of the medical insurance coverage for FY15/16 has been used to partially offset the Benefit Dollars being provided to employees each pay period. The Benefit Dollars per pay period for FY15/16 will be \$378.00 which reflects a reduction of 11.5%. (Due to a slight increase in the dental premiums discussed in another consent agenda item, the Benefit Dollars were not reduced the entire 13.55%.)

Staff is recommending that the Board approve the contract with United Healthcare to provide the medical insurance coverage described above, along with the Billing and Collection Agreement which allows the District's insurance broker, Benefit Logic, to coordinate our employee benefits and claims on behalf of the district.

Financial Impact/Budget Line Item:

Employees are paid a set and equal amount of \$378 in Benefit Dollars per pay period. These funds may be spent toward any of the benefits offered by the district. This is a budgeted item within the #53770 account series.

Staff Recommendation:

Staff recommends approval of the contract with United Healthcare for employee health benefits.

Enclosure(s):

United Healthcare Employer Application for Large Group
Billing and Collection Agreement



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BILLING AND COLLECTION AGREEMENT

This Billing and Collection Agreement (“Agreement”) by and among United HealthCare Services, Inc., and its subsidiaries and affiliates (collectively “UHS”), the designated service provider(s) (individually and collectively, “Service Provider”) indicated on the attached Exhibit 1 to this Agreement (“Exhibit 1”), and Superstition Fire & Medical District (“Customer”), sets forth the terms and conditions under which UHS will assist in the billing and collection of Service Fees from Customer, and the processing and remittance of the Service Fees to Service Provider. This Agreement is effective as of 7/1/2015 (the “Effective Date”).

RECITALS

Customer has purchased certain medical insurance products (“Medical Benefit Plan(s)”) from a company controlled by or under common control with UHS including, without limitation, UnitedHealthcare Insurance Company (each, an “Affiliate”).

Customer and Service Provider represent that they have entered into one or more valid agreements under which Service Provider agrees to provide services to assist Customer with its benefit plan (individually and collectively, “Service Agreement”) in return for agreed upon compensation to be paid by Customer (“Service Fee”).

Customer and Service Provider acknowledge that UHS is not a party to the Service Agreement.

Customer and Service Provider have requested that UHS bill Customer for the monthly Service Fee on the Service Provider's behalf, and incorporate the Service Fee bill into the Medical Benefit Plan(s) bill for the Customer's administrative ease.

Customer, Service Provider, and UHS acknowledge and agree that the Service Fee is not part of the premium charged for any Medical Benefit Plan offered by an Affiliate and is not a required contingency of obtaining the coverage purchased by Customer.

UHS agrees to provide the billing services described herein in reliance upon and subject to the aforementioned recitals and terms and conditions set forth below.

TERMS AND CONDITIONS

Section 1: Rights and Responsibilities.

A. Responsibility of UHS:

1. UHS agrees to bill Customer for the Service Fee identified in Exhibit 1 on a monthly basis and incorporate this billing with the premium bill for the Medical Benefit Plan(s) purchased by the Customer during the Term.
2. UHS agrees to forward or transmit any collected Service Fee to the appropriate Service Provider (as outlined in Exhibit 1) within 60 days of receipt of the Service Fee from Customer.

B. Responsibilities of Customer:

1. Customer agrees to pay the Service Fee at the same time as payment is made for the premium for the Medical Benefit Plan(s) included on the same invoice.
2. Customer agrees to notify UHS immediately of the termination of any one or more Service Agreement.
3. Customer shall take all steps necessary to recover from Service Provider any overpayment of the Service Fee which is due to Customer's error.
4. Customer agrees that it is responsible for any tax reporting related to the payment of the Service Fee to the Service Provider.

C. Responsibilities of Service Provider:

1. Service Provider agrees to notify UHS immediately of any change in the contractual relationship between it and the Customer that would impact the Service Fee payment.
2. Service Provider agrees to return to UHS any Service Fee overpayments that occur as a result of a processing error by UHS within thirty (30) days of UHS's request for such repayment.
3. Service Provider agrees that UHS is not responsible for any tax reporting related to the payment of the Service Fee to the Service Provider.
4. Service Provider acknowledges and agrees that it is solely responsible for determining what licenses (state, local or otherwise) are required for it to perform the services described herein and/or in the Service Agreement, and for obtaining such licenses and maintaining them in good standing throughout the Term.

Section 2: Payments and Adjustments.

- A. All parties agree to promptly notify the others upon becoming aware of an incorrect payment amount, and to promptly remit any amounts overpaid.
- B. If the amount Customer pays to UHS for both Service Fee and premium related to the Medical Benefit Plan(s) purchased by Customer is less than the amount billed by UHS, the amount forwarded to the Service Provider will vary in direct proportion to the difference in the amount paid compared to the amount billed. This variation will apply regardless of the basis used for calculating the Service Fee, including a percent of premium, a set amount per enrolled employee, per month, or a set dollar amount per month.
- C. UHS may recover overpayments from Service Provider by offsetting the overpayment against any other compensation due to Service Provider by UHS.
- D. Service Fees will be subject to garnishments and any other legal attachments as required by a legal court order or similar action.
- E. The Service Fee amount may be modified on a prospective basis only. UHS must be informed of the change in writing, including the date that the change will be implemented (which must be at least 30 days from the date of such notice to UHS). UHS will notify Customer and Service Provider in writing that it will implement the change on the date requested; provided, however, that UHS has the right to designate a date subsequent to the date requested if, in its reasonable judgment, UHS believes that such a delay is necessary.

Section 3: Amendments.

- A. UHS may amend the terms and conditions of this Agreement, except for terms and conditions related to the amount of the Service Fee, at any time by notifying Customer and Service Provider of the change in writing at least 30 days prior to the effective date of the change.
- B. Customer may request a change to the amount of the Service Fee subject to the requirements contained in Section 2(E) above.
- C. All other amendments to the provisions of this Agreement, not addressed by 3(A) or 3(B) above, must be set forth in writing and signed by an authorized representative of each party to this Agreement.

Section 4: Term and Termination.

This Agreement is effective on the Effective Date and shall continue until terminated as set forth in this Section 4 (the "Term").

- A. Customer may terminate this Agreement at any time, for any reason (or no reason), by providing written notice of such termination; provided, however, that if the termination does not specify a future effective date, Customer acknowledges and agrees that such termination will be effective the first of the month following UHS's receipt of such notice. Unless otherwise specifically so stated, notice that the Customer has elected to work with a different Service Provider shall be considered to be effective notice of the termination of this Agreement.
- B. UHS and Service Provider may terminate this Agreement at any time, for any reason (or no reason), by providing written notice of such termination at least 60 or more days before the effective date of the termination.
- C. UHS may terminate this Agreement immediately, upon written notice to Customer and Service Provider, if UHS is made aware that responsibilities and duties called for herein are no longer legally permissible.
- D. This Agreement will terminate automatically and without any further action being required on the part of any party as of the effective date of the cancellation or termination of the last of the Medical Benefit Plan(s) purchased by Customer from an Affiliate then in existence.
- E. In addition, this Agreement will terminate automatically and without any further action being required on the part of any party as of the effective date of a subsequently executed Billing and Collection Agreement by and between UHS, Customer and any service provider (whether the same Service Provider named in Exhibit 1 or not).
- F. Notwithstanding the foregoing, the provisions of this Agreement which, by their nature, are intended to survive beyond the termination of this Agreement shall survive such termination, including, but not limited to, Sections 1(B), 1(C), 2(A), 2(C), 2(D), and 5.

Section 5: Additional Customer and Service Provider Acknowledgments and Approvals.

- A. Customer understands that UHS may compensate Service Provider for the sale, service and retention of Medical Benefit Plans and that the Medical Benefit Plan(s) purchased by Customer may, if eligible, be taken into account in the calculation of any bonus or override program offered by UHS to Service Provider. Eligibility for such bonus and/or override programs is determined by UHS based on a number of factors including, but not limited to, state-specific regulatory requirements.
- B. By executing this Agreement below, Customer represents that either the payment of a bonus and/or override by UHS, as described in 5(A) above, does not create a conflict of interest or, to the extent of any apparent conflict, it is understood and hereby waived by Customer.

- C. Customer and Service Provider acknowledge and agree that the Service Fee may be deposited by UHS in an interest bearing account with other money received, and that UHS may keep any interest earned from these accounts as consideration for UHS's services under this Agreement.
- D. Service Provider acknowledges that UHS has no obligations to Service Provider to collect amounts owed to it by Customer other than those expressly set forth in this Agreement.
- E. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter addressed herein and entirely and completely supersedes, voids and replaces all agreements, negotiations, understandings and representations (whether written or oral) in existence between the parties as of the Effective Date and relating to the same subject matter.
- F. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. A signature by facsimile transmission or other electronic means which allows the identity of the signer to be reasonably confirmed shall be as good and binding as an original signature.

Signatures: Through the signature of their respective authorized representatives, the parties hereby agree to the terms and conditions of this Agreement.

For Customer:

For Service Provider:

Signature – Authorized Representative of Customer

Printed Name

Title

Date

Signature

Printed Name

SSN/TIN

Title

Date

For UHS:

For Service Provider (if more than one):

Signature – Authorized Representative

Printed Name

Title

Date

Signature

Printed Name

SSN/TIN

Title

Date

BILLING AND COLLECTION AGREEMENT

EXHIBIT 1

This Section To Be Completed By Customer

Customer Name: ESuperstition Fire and Medical District

Service Agreement Effective Date: 7/1/2015

Designation of Service Provider(s): Note: If more than two Service Providers are designated, please complete two versions of Exhibit 1 and provide relevant information for additional Service Providers on such additional Exhibits.

Designated Service Provider (Person or firm that will receive Service Fee): [Benefit Logic, Inc.]
Designated Service Provider (Person or firm that will receive Service Fee): []
Service Provider Representative Responsible for Customer's Account: [Ed Gussio]
Service Provider Representative Responsible for Customer's Account: []
Service Provider Address: 2321 N. Fourth St. Flagstaff, AZ 86004
Service Provider Address: []

PLEASE NOTE THAT THE INFORMATION CONTAINED IN THE BOX ABOVE MAY BE CHANGED PERIODICALLY BY UHS AS DIRECTED. ANY OTHER ALTERATIONS TO THE TOP HALF OF THIS FORM MUST BE INITIALED BY THE CUSTOMER TO DOCUMENT CONSENT TO THE CHANGE.

Please check only one of the following Service Fee payment methods and indicate the TOTAL rate to be paid.

[X] Percentage of Medical Premium 4.17 % This option is not available for Ohio policies (use PEPM). (Please be advised that, unlike commissions, the Service Fee is not a component of premium.)

[] Per Employee Per Month (PEPM) \$ [] .00

IF MORE THAN ONE SERVICE PROVIDER IS LISTED ABOVE, PLEASE INDICATE WITH SPECIFICITY HOW THE TOTAL FEE SHOULD BE DIVIDED BETWEEN THE SERVICE PROVIDERS:

[X] Check here if the Designated Service Provider and Service Provider Representative named above are to be designated as the Agent of Record and Writing Agent, respectively, of all of the Customer's non-medical lines of coverage. Checking this box will replace the existing Agent of Record and Writing Agent for those lines of coverage. If more than one Service Provider is designated above, please indicate with specificity which, if any, non-medical lines of coverage should have changes to the currently designated Agent of Record:

Signature (Authorized Representative of Customer):

Name (Printed) [] Title [] Phone []

For Internal Use Only (To be Completed By United HealthCare Services, Inc.)

UNET / BASICs Platform: *Please use "All" or list policies / state(s) covered by this specific agreement.
Payee / Producer ID: Policy #: *
WA CRID: Base / Situs State:
Customer #: Agreement State*:

Oxford / Pulse Platform:
Payee Code: Group #:
WA Code: Base / Situs State:

FACETs Platform (RV/NHP):
Payee CRID: Base / Situs State:
Arrangement ID*: Agreement State:

West Coast / Nice Platform: (Requests for multiple payees and the amount to be paid to each should be listed out and attached)
Payee ID # Payee Name
Writing Agent ID# Writing Agent Name

All Group #s Covered by Agreement*:

*Please circle the group# that the service fee will be billed to.

Employer Application for Large Group Groups with 100 or more Eligible Employees



To avoid processing delays, please make sure you:

1. Answer all questions completely and accurately.
2. **DO NOT CANCEL YOUR EXISTING COVERAGE UNTIL YOU RECEIVE WRITTEN NOTIFICATION OF APPROVAL.**
3. Include a deposit check in the amount of any required premiums; such amount will be returned in the event coverage does not become effective and will be applied against the first month's premium if coverage does become effective.

Requested Effective Date 07-01-2015

General Information

Group's/Company's Legal Name
Superstition Fire & Medical District

Group Name to appear on ID card (maximum 30 characters)
S | u | p | e | r | s | t | i | t | i | o | n | | F | i | r | e | | & | | M | e | d | i | c | a | l | |

Street Address
565 N Idaho Rd.

Tax ID
86-0311208

City
Apache Junction

State
AZ

Zip Code
85119

Names of Owners/Partners (if applicable)

Internet Access?
 Yes No

Contact Person
Roger Wood

Telephone (480) 982-4440
Fax (480) 982-0183

Email Address
roger.wood@sfmt.az.gov

Billing Address (if different)

of Years in Business

Multi-location group/company?
 Yes No

of Locations

Address (es) (or list on additional sheet of paper)

Organization Type Partnership C-Corp S-Corp LLC/LLP
 Ind. Contractor Sole Proprietor Other **Political Subdivision**

Nature of Business
Fire and Medical District

Industry Code

Waiting Period for new hires 1st of Policy Month following Date of Hire
 1st of Policy Month following ___ months of employment
 Date of Hire (no waiting period)
 ___ months of employment following Date of Hire

Waiting Period waived for initial enrollees Yes No

Medical Benefit Plan Option Calendar Year Policy Year

ERISA Plan? Yes No

Number of Persons currently on COBRA/Continuation and/or Short/Long Term Disability (employees/dependents)

Number of Employees Termined in last 12 Months

Classes Excluded: None Union Hourly Non-Management Salary

Have Workers' Comp? Yes No

Name of Workers' Compensation Carrier
Copperpoint

Domestic Partner Coverage? Yes No

Names of Owners/Partners not covered by Workers' Compensation

By checking this box, I acknowledge that I do NOT want UnitedHealthcare to act as my COBRA continuation of coverage administrator.s

| Participation | # Employees Applying for: | # Employees Waiving for: | Contribution | Employer % | Employer % for Dep |
|--|---------------------------|--------------------------|--------------------|------------|--------------------|
| # Eligible Employees | 105 | Medical | Medical | 100 | |
| # Ineligible Employees | 0 | Dental | Dental | | |
| Total # Employees | 105 | Vision | Vision | | |
| # Hours per week to be eligible 30 | | Basic EE Life/AD&D | Basic EE Life/AD&D | | |
| # Hours per week to be eligible for Disability coverage if different from above ** | | Basic Dep Life | Basic Dep Life | | |
| **For Disability products the minimum # of work hours per week to be eligible is 30 hours. | | Supp EE Life/AD&D | Supp EE Life/AD&D | | |
| | | Supp Dep Life/AD&D | Supp Dep Life/AD&D | | |
| | | STD | STD | | |
| | | STD Buy Up | STD Buy Up | | |
| | | LTD | LTD | | |
| | | LTD Buy Up | LTD Buy Up | | |
| | | Other | Other | | |

Coverage Provided by "UnitedHealthcare and Affiliates":

Medical coverage provided by UnitedHealthcare Insurance Company or UnitedHealthcare of Arizona, Inc.

Dental coverage provided by UnitedHealthcare Insurance Company or UnitedHealthcare of Arizona, Inc.

Life, Short-Term Disability (STD) and Long-Term Disability (LTD) Insurance coverage provided by UnitedHealthcare Insurance Company

Vision coverage provided by UnitedHealthcare Insurance Company

General Information (continued)

- Yes No In the past 36 months, has the Group/Company or any affiliated entity filed for protection or operated under federal/state bankruptcy laws? (Chapter 7 or 11)
-
- Yes No In the past 36 months, has any creditor filed or threatened to file a petition requesting the Group/Company or any affiliated entity be placed voluntarily into bankruptcy?
-
- Yes No Is your group a Professional Employer Organization (PEO) or Employee Leasing Company (ELC), or other such entity that is a co-employer with your client(s) or client-site employee(s)?
- If you answered Yes, then by signing this application you agree with the certification in this section.
- I hereby certify that my company is a PEO, ELC or other such entity and that only those employees that are the corporate employees of my company, and not my co-employees, are permitted to enroll in this group policy. If my group at any point after I sign this application determines that the group will provide coverage to the co-employees under the group's plan, I understand that UnitedHealthcare will not cover the co-employees under this group policy.
-
- Yes No Do you currently utilize the services of a Professional Employer Organization (PEO) or Employee Leasing Company (ELC), Staff Leasing Company, HR Outsourcing Organization (HRO), or Administrative Services Organization (ASO)?

Do you continue medical coverage during a leave of absence (not including COBRA coverage), and if so, for how long once an employee begins a leave of absence?

(Please refer to the applicable state and federal rules that may require benefits to be provided for a specific length of time while an employee is on leave.)

- Last Day worked (following the last day worked for the minimum hours required to be eligible)
- 3 Months (following the last day worked for the minimum hours required to be eligible)
- 6 Months (following the last day worked for the minimum hours required to be eligible)
- UnitedHealthcare Policy Special Provisions Related to Medical Eligibility*
- No, we do not offer medical coverage during a leave of absence

***UnitedHealthcare Special Provisions Related to Medical Eligibility**

If the employer continues to pay required medical premiums and continues participating under the medical policy, the covered person's coverage will remain in force for: (1) No longer than 3 consecutive months if the employee is: temporarily laid-off; in part time status; or on an employer approved leave of absence. (2) No longer than 6 consecutive months if the employee is totally disabled.

If this coverage terminates, the employee may exercise the rights under any applicable Continuation of Medical Coverage provision or the Conversion of Medical Benefits provision described in the Certificate of Coverage.

HRA and Supplemental Insurance Information**Do you currently offer or intend to offer a Health Reimbursement Account (HRA) plan and/or comprehensive supplemental insurance policy or funding arrangement in addition to this UnitedHealthcare medical plan?**

Answers must be accurate whether purchased from UnitedHealthcare or any other insurer or third party administrator.

HRA Yes No

If yes, please identify type: UnitedHealthcare HRA (any HRA design offered through UnitedHealthcare) Other Administrator HRA
 HRA plans administered by other insurers or third party administrators must comply with UnitedHealthcare HRA design standards.

Comprehensive Supplemental Insurance Policy or Funding Arrangement Yes No

If you answered "Yes" to either question above, you must choose from the list of UnitedHealthcare HRA-eligible medical plans as shown to you by your broker or agent. Other plans are not eligible for pairing with these arrangements. Purchase of such arrangements at any point during the duration of this policy will require you to notify UnitedHealthcare.

HRA/HSA Employer Premium Contribution

| | Option #1 | Option #2 | Option #3 |
|-----------------------|-----------|-----------|-----------|
| Medical Plan | | | |
| Employee | | | |
| Employee + Spouse | | | |
| Employee + Child(ren) | | | |
| Family | | | |

HRA/HSA Employer Account Funding Amount

| | | | |
|-----------------------|--|--|--|
| Employee | | | |
| Employee + Spouse | | | |
| Employee + Child(ren) | | | |
| Family | | | |

HRA / HSA Account Administrator: **HealthEquity**

Are there any other contributions or benefit reimbursements allowed? Yes No

Who will provide account balances to UnitedHealthcare?

Current Carrier Information

Does the group currently have any coverage with UnitedHealthcare or has the group had any UnitedHealthcare coverage in the last 12 months?
 Yes No If Yes, please provide policy number _____ and Coverage Begin Date ___/___/___ End Date ___/___/___
 Has this group been covered for major dental services for the previous 12 consecutive months? Yes No

| | | Name of Carrier | Coverage Begin Date | Coverage End Date |
|----------------------------|-------------------------------|-----------------|---------------------|-------------------|
| Current Medical Carrier | <input type="checkbox"/> None | Cigna | 07/01/12 | 06/30/15 |
| Current Dental Carrier | <input type="checkbox"/> None | | | |
| Current Life Carrier | <input type="checkbox"/> None | | | |
| Current Disability Carrier | <input type="checkbox"/> None | | | |

Important Information

The Group/Company certifies that the information provided above is complete and accurate. The Group/Company shall notify UnitedHealthcare and Affiliates promptly of any changes in this information that may affect the eligibility of employees or their dependents, including the addition of any newly eligible employees or dependents. Prior to receiving notification of approval, the Group/Company shall notify UnitedHealthcare and Affiliates promptly of any significant changes in the health status of an eligible employee or dependent including any inpatient hospital admissions. UnitedHealthcare and Affiliates shall be entitled to rely on the most current information in its possession regarding the eligibility and health status of employees and their dependents in providing coverage under the policy/policies for which application is being made.

I represent to the best of my knowledge the information I have furnished is accurate, and includes any employees and dependents who have elected continuation of insurance benefits. I understand that intentional misstatement or misrepresentations of a material fact, or omissions that constitute fraud, in the information requested on this form can result in the adjustment of rating or voiding of insurance.

I understand that the Certificate of Coverage or Summary Plan Description and other documents, notices and communications regarding the benefit plan(s) indicated herein on this Application may be transmitted electronically to me and to the Group's/Company's employees.

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information, or conceals information for the purpose of misleading, in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Upon receipt by UnitedHealthcare and Affiliates of this signed employer application and payment of the required policy charges, the group policy is deemed executed. The deposit check in the estimated amount of the first month's premium is not considered payment of the required policy charges.

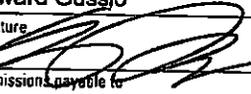
UnitedHealthcare disclosure regarding producer compensation:
 In some instances, we pay brokers and agents (referred to collectively as "producers") compensation for their services in connection with the sale of our products, in compliance with applicable law. We may pay "base commissions" based on factors such as product type, amount of premium, group/company size and number of employees. These commissions are reflected in the premium rate. In addition, we may pay bonuses pursuant to programs established to encourage the introduction of new products and provide incentives to achieve production targets, persistency levels, growth goals or other objectives. Bonus expenses are not directly reflected in the premium rate but are included as part of the general administrative expenses. Please note we also make payments from time to time to producers for services other than those relating to the sale of policies (for example, compensation for services as a general agent or as a consultant).

Producer compensation may be subject to disclosure on Schedule A of the ERISA Form 5500 for customers governed by ERISA. We provide Schedule A reports to our customers as required by applicable federal law. For specific information about the compensation payable with respect to your particular policy, please contact your producer.

Signature (Form must be signed)

Group/Company Signature _____ Date _____ Title _____

DO NOT CANCEL YOUR EXISTING COVERAGE UNTIL YOU RECEIVE WRITTEN NOTIFICATION OF APPROVAL.

| Broker Information | | | | |
|--|--|---|---------------------------------------|---|
| Broker Name Edward Gussio | | Agency Benefit Logic, Inc. | | Agent Code/Tax ID Number 86-0858889 |
| Signature  | Email Address egussio@benefitlogic.net | Social Security # | Phone Number (928) 526-5691 | Date 5-5-15 |
| Commissions payable to Benefit Logic, Inc. | | Broker Commission Schedule Std Scale of <u>4</u> % | | |
| Street Address 2321 N Fourth St. | | City Flagstaff | State AZ | Zip Code 86004 |
| Rep Name | | Rep # | | |

Appendix C

c) Renewal of worker's compensation insurance contract with Lovitt & Touche / CopperPoint American Insurance Company

Submitted By:

Fire Chief Paul Bourgeois

Background / Discussion:

This item is for renewal of our worker's compensation insurance contract with CopperPoint American Insurance Company.

The district's overall cost for worker's compensation per \$1 compensation remained basically the same year over year. Below is a comparison of the various factors:

| | FY15/16 | FY14/15 |
|-------------------------------|---------|---------|
| Rate per \$100 wages | | |
| 7710 Firefighter | 3.72 | 4.40 |
| 8810 Clerical | 0.16 | 0.16 |
| Increased limits factor | 0.011 | 0.011 |
| E-Mod (Experience medication) | 0.76 | 0.72 |
| Waiver of subrogation charge | \$500** | N/A |
| Premium discount | -0.0870 | -0.0861 |
| Expense constant | \$180 | \$180 |
| Terrorism premium | 0.01 | 0.01 |
| Catastrophe premium | 0.01 | 0.01 |

The district's experience medication (e-mod) rating increased slightly for the renewal period due to some claims in FY14/15. The e-mod compares employers in the same classification. An e-mod of 1.00 is the mid-point; an e-mod score over 1.00 means the employer's experience is higher than the average for its employer class.

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Staff recommends approval of the contract with CopperPoint Mutual Insurance for employee worker's compensation.

Enclosure(s):

Quote

Acceptance Letter



[Go to Appendix D](#)

[Go to Agenda](#)



CopperPoint American Insurance Company

Phone: 602.631.2300
Toll Free: 1.800.231.1363

3030 N 3rd Street | Phoenix AZ 85012-3068

copperpoint.com

INSURANCE PROPOSAL

Prepared for: Lovitt & Touche
Insured: SUPERSTITION FIRE AND MEDICAL DISTRICT
Effective Date: 07/01/2015

CopperPoint Mutual Insurance Company
CopperPoint American Insurance Company
3030 N 3rd Street | Phoenix AZ 85012-3068

Claims Contact Center: 602.631.2300 or 800.231.1363
Policy Contact Center: 602.631.2600 or 866.284.2694

Company Web Address: copperpoint.com

This proposal is provided as an overview of your policy and may vary from your original request for coverage. Please review the proposal carefully for any variances. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions, and exclusions that apply.



CopperPoint American Insurance Company

Phone: 602.631.2300
Toll Free: 1.800.231.1363

3030 N 3rd Street | Phoenix AZ 85012-3068

copperpoint.com

Introduction

CopperPoint Mutual Insurance Company and its subsidiaries are Arizona's leading workers compensation insurance carrier. We offer valuable tools and resources to help our customers easily manage their workers compensation policies and to supplement training for their employees about workplace safety. We are proud to be associated with the National Association of Mutual Insurance Companies, Independent Insurance Agents and Brokers of Arizona, National Council on Compensation Insurance, and other industry organizations that help us achieve and maintain high levels of service and expertise.

We have assigned a team to answer your questions and to assist you in securing coverage.

Your CopperPoint team includes:

Sales Representative: Valerie Dunnam
Service Representative: Linda Seyfried

Phone: 602-631-2793
Phone: 602-631-2185

The attached proposal is based on a careful analysis of the information submitted regarding the risks unique to SUPERSTITION FIRE AND MEDICAL DISTRICT. We appreciate the opportunity to review your account and to provide you a proposal based on the information provided. We work diligently to offer insurance that is priced competitively, while providing Claims and Loss Control expertise and quality customer service to assure your company and employees are properly protected.

We look forward to becoming your carrier of choice.

This proposal is provided as an overview of your policy and may vary from your original request for coverage. Please review the proposal carefully for any variances. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions, and exclusions that apply.



Resources

Claims Management

CopperPoint Mutual Insurance Company claims representatives take an active role in the management of our policyholders' claims. Policyholders are assigned an experienced Claims Team that commits to:

- Guiding you through the claims process
- Contacting the insured, claimant and the healthcare provider within 24 hours of a reported claim
- Providing access to an extensive network of healthcare providers with expertise in industrial accidents - Preferred Connection Network
- Working with all stakeholders to assure prompt and fair treatment of claims filed

Loss Control

Our Loss Control team partners with policyholders and industry associations to identify workplace hazards, to make recommendations for workplace safety improvements, and to foster workplace safety education. Loss Control consultants may collaborate with policyholders to develop or enhance your safety program by:

- Reviewing workplace safety/loss control programs
- Analyzing loss data to identify specific areas that generate the greatest claim frequency
- Reviewing workplace environments and operations
- Conducting visits to key locations to develop a risk profile and to define management and insurance carrier responsibilities
- Developing, improving and implementing a Loss Control program with a written plan of expectations while keeping in mind the insured's management style and ease of implementation
- Providing The CopperPoint SafetyNet library - free, streaming safety videos for training
- Helping create and improve safety programs, safety committees
- Sharing ideas and tools to start return-to-work, stay-at-work programs
- Establishing a meeting schedule to review and discuss safety and loss analysis
- Partnering with associations to provide safety resources and training

All policyholders have 24/7 access at copperpoint.com to training videos, a safety plan template, return-to-work information, safety brochures, safety articles and much more.

This proposal is provided as an overview of your policy and may vary from your original request for coverage. Please review the proposal carefully for any variances. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions, and exclusions that apply.



Policy Information

| Term | Parent Company | Writing Company | Full Term Premium |
|----------------------------|---|---|-------------------|
| 07/01/2015 - 07/01/2016 | CopperPoint Mutual Insurance Company | CopperPoint American Insurance Company | \$188,969.00 |

First payment, Expense Constant and, when applicable, taxes and fees must be collected at the time of sale. All future invoices will be direct billed by CopperPoint Mutual Insurance Company or its representative.

Binding Requirements

1. Signed ACORD Application with "Individuals Included/Excluded/Ownership & Ownership %" section completed
2. Signed Rejection Form (if any)
3. Written Request to Bind
4. First Payment Check or Finance Agreement
5. Signed Drug & Alcohol Program Verification Form (if applicable)
6. Other:

This premium quotation is for pricing purposes only and is subject to our final approval. It in no way implies that CopperPoint American Insurance Company has afforded coverage.

Please submit to: **CopperPoint Mutual Insurance Company**
3030 N 3rd Street
Phoenix, AZ 85012-3068

Checks are payable to: **CopperPoint Mutual Insurance Company**

10% commission

Please note that a Specific or Blanket Waiver of Subrogation (WOS) may be added to the CopperPoint policy, but must be stated in the binding request.

Terms & Conditions

CopperPoint Mutual Insurance Company appreciates the opportunity to provide this proposal and quote your business. This proposal is valid up to and including the Effective Date listed on the cover page.

This proposal is provided as an overview of your policy and may vary from your original request for coverage. Please review the proposal carefully for any variances. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions, and exclusions that apply.



CopperPoint American Insurance Company
 3030 N 3rd Street | Phoenix AZ 85012-3068 | copperpoint.com

Quote Number: 213703358
 Account Number: 5000003540
 Proposed Quote Term: 07/01/2015 - 07/01/2016
 Issued By: Linda Seyfried

SUPERSTITION FIRE AND MEDICAL DISTRICT
 565 N IDAHO ROAD
 APACHE JUNCTION, AZ 85119

**Employer's Liability Limits:
 Bodily Injury by Accident**

Each Accident: \$1,000,000
 Each Employee: \$1,000,000
 Policy Limit: \$1,000,000

Plan Type: Reporting Plan - Quarterly

Work Classifications and Estimated Annual Wages by Class

| Policy Period | Work Loc | Class Code | Classification Description | # of Empl | Gross Payroll | Rate Per \$100 of Wages | Estimated Manual | |
|---|----------|------------|----------------------------------|-----------|---------------|-------------------------|------------------|------------|
| 07/01/2015 - 07/01/2016 | 2 | 8810 | CLERICAL OFFICE EMPLOYEES-N.O.C. | 6 | \$344,637 | 0.16 | \$551 | |
| 07/01/2015 - 07/01/2016 | 2 | 7710 | FIREFIGHTERS | 95 | \$7,143,284 | 3.72 | \$265,730 | |
| ESTIMATED MANUAL PREMIUM | | | | | | | \$266,281 | |
| X INCREASED LIMITS FACTOR OF | | | | | | | 0.011 | \$2,929 |
| X EMOD FACTOR OF | | | | | | | 0.76 | (\$64,610) |
| + WAIVER OF SUBROGATION CHARGE | | | | | | | | \$500 ? |
| X PREMIUM DISCOUNT | | | | | | | -0.087 | (\$17,809) |
| + EXPENSE CONSTANT | | | | | | | | \$180 |
| + TERRORISM PREMIUM (TOTAL PAYROLL / 100 X RATE) \$7,487,921 / 100 X | | | | | | | 0.01 | \$749 |
| + CATASTROPHE PREMIUM (TOTAL PAYROLL/100 X RATE) \$7,487,921 / 100 X | | | | | | | 0.01 | \$749 |
| ESTIMATED ANNUAL PREMIUM | | | | | | | | \$188,969 |

This proposal is provided as an overview of your policy and may vary from your original request for coverage. Please review the proposal carefully for any variances. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions, and exclusions that apply.



Receipt of Quote

I, **Jeff Cross**, on behalf of Superstition Fire and Medical District acknowledge that on 05/20/2015 I was provided a quote from CopperPoint American Insurance Company through Lovitt & Touché.

Policy Acceptance:

I agreed to accept the quote as presented by Lovitt & Touché for CopperPoint American Insurance Company effective 07/01/2015. Coverage is not binding without the approval and signature of the person accepting coverage on the businesses behalf.

Signature (Authorized Company Representative)

Title

Date

Declination of Quote:

I decline the offer of coverage as presented by Lovitt & Touché for CopperPoint American Insurance Company. I understand that my coverage with CopperPoint American Insurance Company will expire on 07/01/2015 and that I am responsible for all workers compensation claims on and there after that date.

Signature (Authorized Company Representative)

Title

Date

Lovitt & Touché



Receipt of Quote

I, **Jeff Cross**, on behalf of Superstition Fire and Medical District acknowledge that on 05/20/2015 I was provided a quote from CopperPoint American Insurance Company through Lovitt & Touché.

Policy Acceptance:

I agreed to accept the quote as presented by Lovitt & Touché for CopperPoint American Insurance Company effective 07/01/2015. Coverage is not binding without the approval and signature of the person accepting coverage on the businesses behalf.

Signature (Authorized Company Representative)

Title

Date

Declination of Quote:

I decline the offer of coverage as presented by Lovitt & Touché for CopperPoint American Insurance Company. I understand that my coverage with CopperPoint American Insurance Company will expire on 07/01/2015 and that I am responsible for all workers compensation claims on and there after that date.

Signature (Authorized Company Representative)

Title

Date

Appendix D

d) Contract for employee dental insurance with Principal Financial Group

Submitted By:

Fire Chief Paul Bourgeois

Background / Discussion:

The district's current dental provider, Assurant, is being sold by its parent company raising the concern about continuity of coverage and potential problems getting claims processed.

Through Benefit Logic's assistance, a contract has been negotiated with Principal Financial Group to provide PPO and DHMO dental coverage for FY15/16.

The coverage limits through Principal have been increased by 40% (\$2,500 vs. \$1,500), and coverage for implants, periodontal, and orthodontia procedures have been included.

When compared to the District's current \$1,500 dental plan through Assurant, the monthly premiums for the increased coverage through Principal range from \$0.21 LESS per pay period for the employee only to \$6.10 MORE per pay period for employee + family. The monthly premiums for the increased coverage through Principal are virtually the same as through Assurant for like policies.

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Employees are paid a set and equal amount of \$378 in Benefit Dollars per pay period. These funds may be spent toward any of the benefits offered by the District. This is a budgeted item within the #53770 account series.

Enclosure(s):

Principal Financial Group Contract



Go to Appendix E

Go to Agenda

Mailing Address:
Des Moines, IA 50392-0002Principal Life
Insurance CompanyEmployer Application
for Group Insurance - AZ

To avoid processing delays, please make sure you answer all questions completely and accurately.

This form is for: new case amendment (only complete sections with changes) Account number _____Requested effective date: 07-01-2015**Employer Information**

| | |
|---|-------------------------------------|
| Legal name of company Superstition Fire & Medical District | Federal tax ID number 86-0311208 |
| DBA name (if applicable) | |

| | | | |
|---|------------------------------------|------------------------------|--|
| Physical street address 565 N Idaho Rd | City Apache Junction | State Arizona | ZIP code 85119 |
| Billing/mailling address (P.O. box) 565 N Idaho Rd | City Apache Junction | State Arizona | ZIP code 85119 |
| Group contact name Donny Le | Telephone number (480) 982-4440 | FAX number (480) 982-3251 | E-mail address Donny.Le@sfmd.az.gov |
| Billing contact name (if different) Roger Wood | Telephone number (480) 982-4440 | FAX number (480) 982-0183 | E-mail address roger.wood@sfmd.az.gov |

Complete the following if this coverage replaces other group insurance. Provide a copy of a recent billing and contract.

Note: Include prior carrier information for past three years.

| Name of Carrier | Coverage(s) | Effective Date | Termination Date or Date Due to Terminate |
|---------------------------|-------------------|----------------|--|
| Assurant Employee Benefit | PPO / DHMO Dental | 07-01-2013 | 06-30-2015 |
| Total Dental Admin | PPO / DHMO Dental | 07-01-2008 | 06-30-2013 |

Billing Information

Employer elects to be:

- list bill (Principal Life generates a monthly premium statement listing coverage(s) and premium for each member.)
- self accounting - prior approval required (Employer submits a monthly billing report to Principal Life listing member, member volume, premium and number of covered members.)

Does your business have more than one physical location? yes no If yes, list with complete addresses:Is Division Billing requested? yes no If yes, indicate on enrollment materials which division or unit for each employee.Are multiple bills requested? yes no If yes, billing limitations may apply.Are employees of any associated business organizations (e.g. parent-subsidiary, brother-sister relationships, affiliated groups, etc.) to be covered? yes no If yes, please list the affiliate or subsidiary below.

Participating unit is an entity that is an affiliate or subsidiary related to the employer through common control or ownership.

| Unit name/address/federal tax ID | Nature of business | Relationship to company | Number of employees |
|----------------------------------|--------------------|-------------------------|--|
| 1. | | | <input type="checkbox"/> include unit <input type="checkbox"/> exclude unit |
| 2. | | | <input type="checkbox"/> include unit <input type="checkbox"/> exclude unit |

Request for Benefits

210

Do you agree with all the benefit plan provisions that you are applying for as outlined in your proposal # S02061510529 and version number 15 ? yes no

If voluntary elected, verify billing mode: monthly semi-monthly weekly bi-weekly

If voluntary elected, please provide last payroll date prior to effective date _____

Eligibility Waiting Period

What is the waiting period? none 0 days _____ months

If the waiting period is other than none, check one of the following

- Time credited toward the prior carrier waiting period will apply to satisfy the waiting period under this group policy
- The waiting period will not apply to those hired before the group's effective date under this group policy
- The waiting period will apply to all employees, including those hired before the effective date of this group policy

If waiting period is different by job class, please specify _____

| | |
|--------------------------------------|--|
| What day will employees be eligible? | <input type="checkbox"/> day immediately following the final day of the waiting period or change. Termination of coverage will be on the last day employee worked or was part of an eligible class. |
| | <input checked="" type="checkbox"/> first day of the insurance month coinciding with or next following the final day of the waiting period or change. Termination of coverage will be the last day of the insurance month in which the employee worked or was part of an eligible class. |

Employer Contribution

Complete this table listing the percentage of premium the **EMPLOYER PAYS**.

| Percent Employer Pays for the: | Basic Term Life | Voluntary Term Life | Short Term Disability (STD) | Long Term Disability (LTD) | Dental | Vision | Critical Illness |
|--------------------------------|-----------------|---------------------|-----------------------------|----------------------------|---------|---------|------------------|
| Employee | _____ % | _____ % | _____ % | _____ % | _____ % | _____ % | _____ % |
| Dependent | _____ % | _____ % | N/A | N/A | _____ % | _____ % | _____ % |
| Retired | _____ % | N/A | N/A | N/A | _____ % | N/A | N/A |

Other Employees have defined benefit allowance to use towards cost. _____

Retiree coverage is available for Life and Dental but requires underwriting approval. Note: Life requires 51+ enrolled lives for retired coverage. Vision, critical illness, and disability coverages are not available for retirees.

If requesting to insure retirees, please indicate which coverage(s)? life dental

Are you requesting coverage for: current retirees future retirees?

If requesting retiree coverage, list the definition of Retiree (example: 10 years of service at least 55 years of age): _____

Definition of Compensation (Salary-Based Benefits) – Definition of compensation for owners is automatically included in all life and disability policies.

- base wage (excludes bonus, commission, overtime, etc.)
- base wage (with bonus)
- base wage (with commission)
- base wage (with commission and bonus)
- if different by class (please specify) _____
- W-2 (1 year average)
- W-2 (2 year average)
- W-2 (3 year average)
- contract salary

If commissions or bonuses are included: 1 year average 2 year average 3 year average

standard - An employee must work at least 30 hours per week to be eligible for insurance.

other (select between 20 and 40 hours): _____

Ineligible Employees

- An independent contractor/1099 (unless required by law)
- An employee who works less than the required number of hours per week, or is employed as a temporary or seasonal employee, is not eligible for insurance.

How many employees are on your payroll?

100

How many employees are eligible (based on hours worked per week)?

100

Describe any excluded class of employees or location

Do you have employees or their dependents residing or working outside the United States and requesting coverage?

yes no If yes, please include a separate sheet including their name(s), dates of birth, salary and class of employee, where they are located and how long they will be located there for work.

Complete the following sections for coverages being requested.

Disability

If you are requesting short term disability coverage, are there employees working in any of the states listed below (policies offered in these states are supplemental coverage only; they are not intended to provide coverage as outlined by each state)? yes no

If yes, indicate the number of employees for each state in the box.

| | | | | |
|------------|--------|------------|----------|--------------|
| California | Hawaii | New Jersey | New York | Rhode Island |
|------------|--------|------------|----------|--------------|

Life/Disability/Critical Illness

If requesting life, disability or critical illness insurance, are there any employees not Actively at Work? yes no

If yes, please list employees not Actively at Work, reason not Actively at Work, their last day worked and expected return to work date.

Dental

If you are replacing dental insurance, did your prior dental coverage include benefits for orthodontia treatment? yes no

Did your prior coverage include a dental maximum accumulation (max rollover, max builder)? yes no

If yes, please provide a copy of the prior carrier report showing individual maximums with roll over amounts.

Dental/Vision

COBRA eligibility is defined as employers who employed 20 or more full and full-time equivalent or part-time employees on at least 50% of the working days in the prior calendar year. Do you meet the eligibility definition? yes no

If COBRA applies, please select desired billing option: group bill policyholder direct bill continuee (individual)

If your group is COBRA eligible, do you have anyone currently electing COBRA benefits? yes no

If yes, please list. _____

If you currently have anyone on COBRA, please submit enrollment form with qualifying event date noted and reason for COBRA.

All Coverages

ERISA plan number: _____ Coverage(s): _____

ERISA plan number: _____ Coverage(s): _____

If more, attach list with ERISA plan number and coverage.

Plan administrator: _____

Plan sponsor: _____

Agent for legal services: _____

Ending date of plan's fiscal year: _____

The Employee Retirement Income Security Act of 1974 (ERISA) requires that each employee benefit plan subject to the Act designate a "Named Fiduciary who shall have authority to control and manage the operation and administration of the plan."

If this plan is subject to ERISA and the Named Fiduciary is other than the employer, fill in the information below. Principal Life may not be designated as Named Fiduciary.

The "Named Fiduciary" shall be: _____

Designation as Named Fiduciary is accepted. (Required only if the "Named Fiduciary" is an individual.)

By _____

Title _____

Agreement and Signatures

It is understood that Principal Life shall not be responsible for any tax or legal aspects of the plan. The employer assumes responsibility for these matters. The employer acknowledges that they have counseled to the extent necessary with selected legal and tax advisors. The obligations of Principal Life shall be governed solely by the provisions of its contracts and policies. Principal Life shall not be required to look into any action taken by the named fiduciary or the employer and shall be fully protected in taking, permitting, or omitting any action on the basis of the employer's actions. Principal Life shall incur no liability or responsibility for carrying out actions as directed by the named fiduciary or the employer.

It is further understood that by signing this application, the employer is purchasing insurance and not making an investment. No reserves, undeclared or unpaid experience premium refunds, or interest with respect to claim payments, nor claim proceeds themselves shall be considered plan assets under ERISA.

- The employer agrees that insurance applied for shall not become effective or remain effective unless the employer: a) is actively engaged in business for profit within the meaning of the Internal Revenue Code, or is established as a legitimate nonprofit organization within the meaning of the Internal Revenue Code; or is a government agency; and b) meets the participation and contribution requirements.
- The employer agrees that insurance applied for shall not become effective unless the application and any attached page(s) are received, accepted and approved by Principal Life. If this application is accepted, all group policies will be combined and treated as one policy for the purpose of determining any experience premium refund. The employer acknowledges and understands that if this application is approved, the group policy will determine all rights and benefits.
- The preexisting condition restrictions for critical illness and long term disability insurance have been explained to and understood by the employer. Actively at work and period of limited activity for life, disability and critical illness coverage have been explained to and understood by the employer.
- The employer understands receipt and deposit of advanced payment is not a guarantee of coverage. If a policy is issued from this application and is accepted by the proposed policyholder, we will apply the premium deposit to the first premium due for such policy. If no policy is put into force, the premium deposit will be refunded. Premium payment will be monthly unless otherwise indicated.
- Acceptance by the employer of any policy or policies issued with this application shall constitute approval of any corrections, additions, or changes specified in the space "For Principal Life Use Only" or as otherwise indicated on this application.

- The employer understands that the insurance policy and certificates of coverage may, at the discretion of Principal Life, be provided to the employer in paper or electronic format. The employer agrees to promptly distribute the certificates of coverage to insured employees at the beginning of their coverage under the group policy and to redistribute them from time to time thereafter as reasonably required by Principal Life.
- Your agent or broker cannot change or waive any provision of this application or the policy or policies without the written approval of an officer of Principal Life in the home office.
- As a result of this sale and any subsequent renewal, your broker and marketing organization, if any, may receive commissions, administrative service fees, other compensation including non-cash compensation, and bonuses based on factors such as, volume of new sales, member and case counts, total premium volume, maintaining a certain percentage of business with Principal Life, selling a certain mix of products, and/or the profitability of the business. The cost of this compensation may be directly or indirectly reflected in the premium or fee for the product(s) you have applied for on this application form. This compensation is in addition to any compensation the broker may receive from you. Contact us at 1-800-388-4793 for further details on your case. We have placed a more detailed description of our compensation programs on www.principal.com/group/compensation.
- The person signing this form for the employer has legal authority to bind the employer for whom application is being made.
- The employer agrees to make timely notification of any employee termination, status change, or other material changes that may affect the eligibility of employees or their dependents. Timely notification is no more than 31 days past the actual date of such change.
- The employer understands that failure to pay premium when due will be considered a default in premium payment and coverage will terminate at the end of the grace period. If coverage is terminated for nonpayment of premium, premium through the grace period is due and will be collected. The employer understands that coverage may also be terminated for other reasons as provided in the group policy.
- The employer understands their rights and responsibilities if electing self accounting status.

NOTE: If Principal Life determines, due to requirements of law or because of our own underwriting criteria, to issue our group insurance through a multiple-employer group insurance trust, the employer hereby subscribes to and agrees to the terms of that trust.

Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, may be guilty of insurance fraud. Fraud or intentional misrepresentation may be grounds for nonrenewal or termination under the terms of the group policy.

Employer (company name)

Superstition Fire & Medical District

Signed by (must be an officer)

Officer's title

Date signed

X

Licensed resident agent(s) (individual/firm) *Benefit*

Agent's license number

Date signed

Signature of soliciting agent(s) (If more than one, all must sign.) *President Logic, Inc.*

16771

5-5-15

Signature of soliciting agent(s) (If more than one, all must sign.)

Date signed

X

For Principal Life Use Only

Electronic Service Agreement

Legal name of company (include dba), known as "Policyholder":

Superstition Fire & Medical District

Account number/s: _____

I. Establishment/Definitions

- A. Principal Life Insurance Company (Principal Life) has issued one or more group insurance policies ("policies") to the Policyholder.
- B. Policyholder requests that certain administrative functions, as specified below, be performed electronically. Policyholder desires that records and information relating to the policies be sent and received by electronic transactions ("Electronic Records"), consistent with applicable law. Both Policyholder and Principal Life are prepared to administer various policy terms and provisions via electronic transactions.
- C. "Participant" means employees and their eligible dependents who are covered under a group insurance policy issued by Principal Life.

II. Administrative Functions

| | |
|---|--|
| A. Paperless Booklets, Certificates and Policies | |
| <input type="checkbox"/> Yes | |
| <input checked="" type="checkbox"/> No | |
| <p>The Policyholder shall:</p> <ul style="list-style-type: none"> a. Provide electronic media access (desktop internet, kiosk, public PC) to allow participants access to the Principal Life web site for viewing their booklet/certificate. b. Furnish paper copies of the booklet/certificate, and any other plan documents, to all participants who do not have access to electronic media. c. Upon termination of the insurance agreement with Principal Life, inform all participants and beneficiaries of the termination and that the booklet/certificate will remain on-line for a limited period of time (3 months) following the termination date. d. Hold Principal Life Insurance Company harmless from any damages resulting from the employer's failure to take the necessary steps to make the documents available electronically. | |

| | |
|--|---|
| B. Electronic Eligibility Records | |
| Policyholder will submit electronic eligibility via (check all that apply): | |
| <input checked="" type="checkbox"/> | Initial Census enrollment via spreadsheet |
| <input type="checkbox"/> | eService (online administration) – not available to self-accounting groups |
| <input type="checkbox"/> | eFile (electronic data feeds) - account type & size criteria must be met |
| The Policyholder shall: | |
| a. | Obtain completed group enrollment data (with a valid signature) from each eligible participant applying for or waiving coverage, or for coverage increases or decreases, and provide Principal Life with such enrollment data via electronic means whenever possible. |
| b. | Maintain the enrollment records and other necessary records to enable Principal Life to determine the current job class, benefits, home addresses of participants, and termination date for each participant. |
| c. | Make forms and data related to this group insurance available to Principal Life for audit upon request. |
| d. | Maintain current beneficiary designations and changes in beneficiary designations. |

III. General Provisions

- A. The Policyholder shall:
1. Execute this agreement consistent with all Federal Laws, your State laws, including, but not limited to ERISA; and
 2. Meet any necessary disclosure and timing obligations under such law(s); and
 3. Ensure that the system used by the Policyholder to furnish documents to participants results in actual receipt of the electronic documents.
 4. Agree to request a PIN to access the Principal Life Insurance Company's eService application.
- B. There is no employer-employee or agency relationship between the Policyholder and Principal Life. The duties and obligations of this agreement are neither assignable nor transferable by either party without the consent, in writing, of the other party.
- C. If a Policyholder with a self-funded Plan requests Principal post the self-funded Plan benefit booklet summaries on Principal's website, Principal will be doing so as a convenience to Policyholder and Principal is not taking on any Plan Administrator duties related to the distribution of Summary Plan Descriptions (SPDs) or other ERISA-required reports or disclosures. Principal does not warrant that the posting of the documents on its website will satisfy any of the requirements of ERISA, even if it is informed that Policyholder wishes to use the website for that purpose. Principal, at its discretion, may use disclaimers and other notices in connection with the display of the documents to make it clear that Principal is not the plan insurer or Plan Administrator and that the Policyholder is solely responsible for the content and currency of the documents.
- D. Policyholder and Principal Life acknowledge and agree that whenever electronic transactions are not possible, transactions will be conducted in a manner that is consistent with insurance industry standards.
- E. This agreement may be amended by mutual consent, in writing, by the Policyholder and Principal Life.
- F. This agreement will continue until it is terminated. This Agreement will terminate automatically without notice upon termination of all Policies the Policyholder has with Principal Life. This agreement may be terminated upon notice by either the Policyholder or Principal Life. Termination of this agreement does not relieve the Policyholder of its obligations under applicable state or federal law. The duties described in Paragraph II.A.c of this Agreement shall remain in effect until such time as they are fully satisfied.

Signature of Policyholder's authorized representative

Date

Printed name of signer

Title

Principal Life Insurance Company
Des Moines, IA 50392-0002
www.principal.com
© 2006 Principal Financial Services, Inc.

Appendix E

e) Contract for employee STD, LTD, Life, AD&D, Group Life, and Group AD&D insurance with Cigna.

Submitted By:

Fire Chief Paul Bourgeois

Background / Discussion:

Since 2012, the district has provided the following insurance coverage through Cigna:

- voluntary short term disability (VSTD) – an employee election
- voluntary long term disability (VLTD) – an employee election
- voluntary life / accidental death and dismemberment (AD&D) – an employee election
- group life / AD&D – equal set coverage provided by the District to all employees

Through Benefit Logic's assistance, the district compared coverage across numerous carriers and found that our existing contract is the best coverage / cost mix.

Staff is recommending that the Board approve the contracts with Cigna described above to provide VSTD, VLTD, voluntary and group life / AD&D insurance coverage.

Financial Impact/Budget Line Item:

Employees are paid a set and equal amount of \$378 in Benefit Dollars per pay period. These funds may be spent toward any of the benefits offered by the District. This is a budgeted item within the #53770 account series.

Staff Recommendation:

Staff recommends approval of the contract with Cigna for employee STD, LTD, Life, AD&D, Group Life, and Group AD&D insurance coverage.

Enclosure(s):

Cigna Policy No: SGD-603276 – Voluntary Short Term Disability

Cigna Policy No: SGD-600713 – Voluntary Long Term Disability

Cigna Policy No: SGD-603336 – Voluntary / Group Life Insurance

Cigna Policy No: SGD-602123 – Voluntary / Group Accidental Death & Dismemberment

NOTE: A complete copy of each policy will be made available upon request.



[Go to Appendix F](#)

[Go to Agenda](#)

LIFE INSURANCE COMPANY OF NORTH AMERICA
(herein called the Company)

Amendment to be attached to and made a part of the Group Policy
A Contract between the Company and

Apache Junction Fire District
(herein called the Policyholder)

Policy No.: SGD-603276

The Company and the Policyholder hereby agree that the Policy is amended as follows:

Effective April 15, 2014, the Policyholder's name is changed to:

Superstition Fire & Medical District

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY



Matthew G. Manders, President

Date: April 28, 2014

Amendment No. 01

TL-004780

LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET
PHILADELPHIA, PA 19192-2235
(800) 732-1603 TDD (800) 552-5744
A STOCK INSURANCE COMPANY

GROUP POLICY

POLICYHOLDER: Superstition Fire & Medical District
POLICY NUMBER: SGD-603276
POLICY EFFECTIVE DATE: July 1, 2012
POLICY REWRITE DATE: July 1, 2014
POLICY ANNIVERSARY DATE: July 1

This Policy is a continuation of and replaces the same numbered policy that became effective July 1, 2012. Any different benefits provided by this Policy become effective on its Rewrite Date shown above. Any different benefits will not affect benefits payable for claims incurred before the Policy Rewrite Date.

This Policy describes the terms and conditions of coverage. It is issued in Arizona and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the Insurance Company and the Policyholder have agreed to all the terms of this Policy.



Scott Kern, Corporate Secretary



Matthew G. Manders, President

**LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PA 19192-2235**

We, Superstition Fire & Medical District, whose main office address is Apache Junction, AZ, hereby approve and accept the terms of Group Policy Number SGD-603276 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA. We acknowledge that benefits will be provided in accordance with the terms and provisions of the policy, which will be the sole contract under which benefits are paid.

This form is to be signed in duplicate. One part is to be retained by Superstition Fire & Medical District; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Superstition Fire & Medical District

Signature and Title: _____ Date: _____

(This Copy Is To Be Returned To LIFE INSURANCE COMPANY OF NORTH AMERICA)

**LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PA 19192-2235**

We, Superstition Fire & Medical District, whose main office address is Apache Junction, AZ, hereby approve and accept the terms of Group Policy Number SGD-603276 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA. We acknowledge that benefits will be provided in accordance with the terms and provisions of the policy, which will be the sole contract under which benefits are paid.

This form is to be signed in duplicate. One part is to be retained by Superstition Fire & Medical District; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Superstition Fire & Medical District

Signature and Title: _____ Date: _____

(This Copy Is To Be Retained By Superstition Fire & Medical District)

**COVER SHEET TO
AGREEMENT FOR LIFE ASSISTANCE PROGRAM SERVICES**

Employer's Name: Superstition Fire & Medical District (fka Apache Junction Fire District) ("Employer")

Employer's Address: 565 North Idaho Road, Apache Junction, AZ 85119

Employer's Contact Person: Roger Wood

Cigna Behavioral Health, Inc.'s Name: Cigna Behavioral Health, Inc. ("Cigna Behavioral")

Cigna Behavioral Health, Inc.'s Address: 11095 Viking Drive, Suite 350, Eden Prairie, MN 55344

Cigna Behavioral Health, Inc.'s Contact Person: Debra Usry

Agreement Effective Date: July 1, 2012

Effective Date of Amendment Effective by Cover Sheet: April 15, 2014

LINA Long Term Disability Insurance Policy associated with this Agreement: VDT-600713

Fee Per Employee Per Month For LINA Long Term Disability Participants: Included in the premium paid to LINA for the Long Term Disability Insurance Policy

Number of Face to Face Visits Available For Clinical Services: Three (3)

Other: If the Long Term Disability Insurance Plan is governed by ERISA, then the services provided under this Agreement must be included in the same ERISA Plan under the same Plan number.

IN WITNESS WHEREOF the parties hereto have caused this Cover Sheet to be executed as of the Effective Date shown on this Cover Sheet by their respective officers duly authorized to do so and intending to fully bind them to the terms of the Agreement for Life Assistance Program Services attached hereto.

**SUPERSTITION FIRE & MEDICAL
DISTRICT**

CIGNA BEHAVIORAL HEALTH, INC.

By: _____

By: _____

Name: _____

Name: Karen Cierzan

Title: _____

Title: President & CEO

Date: _____

Date: _____

AMENDMENT

This Amendment, effective April 15, 2014, is an Amendment to the Agreement for Life Assistance Program Services made and entered into the 1st day of July 2012, by and between Apache Junction Fire District ("Employer") and Cigna Behavioral Health, Inc. ("Cigna Behavioral").

For good and valuable consideration, Employer and Cigna Behavioral agree to amend the Agreement as follows:

1. Superstition Fire & Medical District is hereby substituted for Apache Junction Fire District in the Agreement to reflect the Employer's name change.
2. Except as expressly amended hereby, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS THEREOF, the parties have executed this Amendment.

SUPERSTITION FIRE & MEDICAL DISTRICT

CIGNA BEHAVIORAL HEALTH, INC.

By: _____

By: _____

Name: _____

Name: Karen Cierzan

Title: _____

Title: President & CEO

Date: _____

Date: _____

LIFE INSURANCE COMPANY OF NORTH AMERICA
(herein called the Company)

Amendment to be attached to and made a part of the Group Policy
A Contract between the Company and

Apache Junction Fire District
(herein called the Policyholder)

Policy No.: VDT-600713

The Company and the Policyholder hereby agree that the Policy is amended as follows:

Effective April 15, 2014, the Policyholder's name is changed to:

Superstition Fire & Medical District

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY



Matthew G. Manders, President

Date: April 28, 2014

Amendment No. 01

TL-004780

LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET
PHILADELPHIA, PA 19192-2235
(800) 732-1603 TDD (800) 552-5744
A STOCK INSURANCE COMPANY

GROUP POLICY

POLICYHOLDER: Apache Junction Fire District
POLICY NUMBER: VDT-600713
POLICY EFFECTIVE DATE: July 1, 2012
POLICY ANNIVERSARY DATE: July 1

This Policy describes the terms and conditions of coverage. It is issued in Arizona and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the Insurance Company and the Policyholder have agreed to all the terms of this Policy.



Scott Kern, Corporate Secretary



Matthew G. Manders, President

**LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PA 19192-2235**

We, Apache Junction Fire District, whose main office address is Apache Junction, AZ, hereby approve and accept the terms of Group Policy Number VDT-600713 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA. We acknowledge that benefits will be provided in accordance with the terms and provisions of the policy, which will be the sole contract under which benefits are paid.

This form is to be signed in duplicate. One part is to be retained by Apache Junction Fire District; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Apache Junction Fire District

Signature and Title: _____ Date: _____

(This Copy Is To Be Returned To LIFE INSURANCE COMPANY OF NORTH AMERICA)

**LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PA 19192-2235**

We, Apache Junction Fire District, whose main office address is Apache Junction, AZ, hereby approve and accept the terms of Group Policy Number VDT-600713 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA. We acknowledge that benefits will be provided in accordance with the terms and provisions of the policy, which will be the sole contract under which benefits are paid.

This form is to be signed in duplicate. One part is to be retained by Apache Junction Fire District; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Apache Junction Fire District

Signature and Title: _____ Date: _____

(This Copy Is To Be Retained By Apache Junction Fire District)

LIFE INSURANCE COMPANY OF NORTH AMERICA
(herein called the Company)

Amendment to be attached to and made a part of the Group Policy
A Contract between the Company and

Policyholder: Trustee of the Group Insurance Trust for Employers in the Public Administration Industry
Participating Subscriber: Apache Junction Fire District
(herein called the Subscriber)

Policy No.: SGM-603336

The Company and the Subscriber hereby agree that the Policy is amended as follows:

Effective April 15, 2014, the Subscriber's name is changed to:

Superstition Fire & Medical District

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY



Matthew G. Manders, President

Date: April 28, 2014

Amendment No. 01

TL-004780

LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET
PHILADELPHIA, PA 19192-2235
(800) 732-1603 TDD (800) 552-5744
A STOCK INSURANCE COMPANY

GROUP POLICY

POLICYHOLDER: TRUSTEE OF THE GROUP INSURANCE
TRUST FOR EMPLOYERS IN THE PUBLIC
ADMINISTRATION INDUSTRY

SUBSCRIBER: Apache Junction Fire District

POLICY NUMBER: SGM-603336

POLICY EFFECTIVE DATE: July 1, 2012

POLICY ANNIVERSARY DATE: July 1

This Policy describes the terms and conditions of coverage. It is issued in Delaware and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the Insurance Company and the Policyholder have agreed to all the terms of this Policy.



Scott Kern, Corporate Secretary



Matthew G. Manders, President

**LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PA 19192-2235**

We, Apache Junction Fire District, whose main office address is Apache Junction, AZ, hereby approve and accept the terms of Group Policy Number SGM-603336 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA to the TRUSTEE OF THE GROUP INSURANCE TRUST FOR EMPLOYERS IN THE PUBLIC ADMINISTRATION INDUSTRY. We acknowledge that benefits will be provided in accordance with the terms and provisions of the policy, which will be the sole contract under which benefits are paid.

This form is to be signed in duplicate. One part is to be retained by Apache Junction Fire District; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Apache Junction Fire District

Signature and Title: _____ Date: _____

(This Copy Is To Be Returned To Life Insurance Company of North America)

**LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PA 19192-2235**

We, Apache Junction Fire District, whose main office address is Apache Junction, AZ, hereby approve and accept the terms of Group Policy Number SGM-603336 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA to the TRUSTEE OF THE GROUP INSURANCE TRUST FOR EMPLOYERS IN THE PUBLIC ADMINISTRATION INDUSTRY. We acknowledge that benefits will be provided in accordance with the terms and provisions of the policy, which will be the sole contract under which benefits are paid.

This form is to be signed in duplicate. One part is to be retained by Apache Junction Fire District; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Apache Junction Fire District

Signature and Title: _____ Date: _____

(This Copy Is To Be Retained By Apache Junction Fire District)

Life Insurance Company of North America
1601 Chestnut Street
Philadelphia, Pennsylvania 19192-2235

AMENDMENT

Policyholder: Trustee of the Group Insurance Trust for Employers in the Public Administration Industry

Subscriber: Apache Junction Fire District

Policy No.: SOK 602123

This Amendment is attached to and made part of the Policy specified above. It is subject to all of the policy provisions that do not conflict with its provisions.

Subscriber and We hereby agree that the Policy is amended as follows:

Effective April 15, 2014, the Subscriber's name is changed to:

Superstition Fire & Medical District

Except for the above, this Amendment does not change the Policy in any way.

Life Insurance Company of North America



Matthew G. Manders, President

Date: April 28, 2014

Amendment No. 01

GA-00-4000.00

Life Insurance Company of North America
1601 Chestnut Street, Philadelphia, Pennsylvania 19192-2235
A Stock Insurance Company

GROUP ACCIDENT POLICY

POLICYHOLDER: Trustee of the Group Insurance Trust for
Employers in the Public Administration
Industry

POLICY NUMBER: SOK 602123

POLICY EFFECTIVE DATE: July 1, 2012

POLICY ANNIVERSARY DATE: July 1

STATE OF ISSUE: Delaware

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 AM on the Policy Effective Date shown above at the Policyholder's address. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of this Policy.

**THIS IS A GROUP ACCIDENT ONLY INSURANCE POLICY.
IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS.**

**THIS IS A LIMITED POLICY.
PLEASE READ IT CAREFULLY.**



Scott Kern, Corporate Secretary



Matthew G. Manders, President

Countersigned

Where Required By Law

Notice: This certificate of insurance may not provide all benefits and protections provided by law in Arizona. Please read this certificate carefully.

GA-00-1000.00

**LIFE INSURANCE COMPANY OF NORTH AMERICA
Philadelphia, PA 19192-2235**

We, Apache Junction Fire District, whose main office address is Apache Junction, AZ, hereby approve and accept the terms of Group Policy Number SOK 602123 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA to the TRUSTEE OF THE GROUP INSURANCE TRUST FOR EMPLOYERS IN THE PUBLIC ADMINISTRATION INDUSTRY. We acknowledge that benefits will be provided in accordance with the terms and provisions of the policy, which will be the sole contract under which benefits are paid.

This form is to be signed in duplicate. One part is to be retained by Apache Junction Fire District; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Apache Junction Fire District

Signature and Title: _____ Date: _____

(This Copy Is To Be Returned To Life Insurance Company of North America)

**LIFE INSURANCE COMPANY OF NORTH AMERICA
Philadelphia, PA 19192-2235**

We, Apache Junction Fire District, whose main office address is Apache Junction, AZ, hereby approve and accept the terms of Group Policy Number SOK 602123 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA to the TRUSTEE OF THE GROUP INSURANCE TRUST FOR EMPLOYERS IN THE PUBLIC ADMINISTRATION INDUSTRY. We acknowledge that benefits will be provided in accordance with the terms and provisions of the policy, which will be the sole contract under which benefits are paid.

This form is to be signed in duplicate. One part is to be retained by Apache Junction Fire District; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Apache Junction Fire District

Signature and Title: _____ Date: _____

(This Copy Is To Be Retained By Apache Junction Fire District)

Appendix F

f) Agreement with the City of Mesa for use of their training facilities

Submitted By:

Fire Chief Paul Bourgeois

Background / Discussion:

This is a standard agreement that the City of Mesa utilizes for all departments that access their training facilities.

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Staff recommends approval of the agreement with the City of Mesa to utilize their training facilities.

Enclosure(s):

Agreement with the City of Mesa



Go to Appendix G

Go to Agenda

CITY OF MESA
MESA FIRE AND MEDICAL DEPARTMENT TRAINING DIVISION
RELEASE OF LIABILITY FOR USE OF CITY FACILITIES

1. **Term.** This Release of Liability shall cover and apply to any use of Mesa Fire and Medical Department/City of Mesa facilities relating to training activities occurring on or between April 1, 2015 and March 31, 2018.
2. **Indemnification.** In consideration of being permitted to use the facilities of the City of Mesa, and to the fullest extent permitted by law, the Superstition Fire & Medical District (hereinafter "SFMD"), its officers, agents, employees, elected officials, volunteers, successors, assigns, and guarantors, shall defend, indemnify, and hold harmless the City of Mesa and any elected or appointed officials, officers, directors, commissioners, board members, agents, employees, and/or volunteers (collectively referred to hereinafter as "Mesa") from and against any and all allegations, demands, claims, proceedings, suits, actions, and damages, including, without limitations, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, witness fees (including expert witnesses), court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against Mesa by reason of SFMD employee's use of Mesa's facilities, to the extent such allegations, demands, claims, proceedings, suits, actions or damages relate to, arise from or out of, or result from negligent actions, acts, errors, mistakes or omissions, or any willful misconduct, by SFMD.
3. **Insurance – General**
 - A. At the same time as execution of this Release, SFMD shall furnish Mesa a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to Mesa, provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Worker's Compensation coverage.
 - B. SFMD and any of its subcontractors, sub-consultants, or sub-licenses shall procure and maintain, until all their obligations have been discharged including any warranty periods under this Release are satisfied, the insurance set forth below.
 - C. The insurance requirements set forth below are minimum requirements for this Release and in no way limit the indemnity covenants contained to this Release.
 - D. Mesa in no way warrants that the minimum insurance limits contained in this Release are sufficient to protect Mesa from liabilities that might arise out of the performance of the Release services under this Release by SFMD, its agents, representatives, employees, subcontractors, sub-licensees, or sub-consultants and SFMD is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Release or failure to identify any insurance deficiency will not relieve SFMD from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Release.

4. **Minimum Scope and Limits of Insurance.** SFMD shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form.* SFMD must maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for independent contractors, personal injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles.* SFMD must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on the SFMD owned, hired, and non-owned vehicles assigned to or used in the performance of the work or services under this Release. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance.* SFMD must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the SFMD employees engaged in the performance of work or services under this Release and must also maintain Employers’ Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

5. **Additional Policy Provisions Required.**

A. *Self-Insure Relations or Deductible.* Any self insured retentions and deductibles must be declared and approved by Mesa. If not approved, Mesa may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to Mesa, its officers, officials, agents, employees, and volunteers.

B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: Mesa, its officers, officials, agents, employees, and volunteers are additional insureds with respect to liability arising out of activities performed by, or on behalf of, SFMD including Mesa’s general supervision of SFMD employees and automobiles owned, leased, hired, or borrowed by SFMD.

2. Mesa, its officers, officials, agents, employees, and volunteers must be additional insureds to the full limits of liability purchased by SFMD even if those limits of liability are in excess of those required by this Release.

3. SFMD's insurance coverage must be primary insurance with respect to Mesa, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by Mesa, its officers, officials, agents, and employees shall be in excess of the coverage provided by SFMD and must not contribute to it.
4. SFMD's insurance must apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability.
5. Coverage provided by SFMD must not be limited to the liability assumed under the indemnification provisions of this Release.
6. SFMD, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Release for a minimum period of 3 years following the execution of this Release. SFMD must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Release insurance requirements, including naming Mesa, its agents, representatives, officers, directors, officials, employees, and volunteers as Additional Insured as required..
7. If a Certificate of Insurance is submitted as verification of coverage, Mesa will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Release. If any of the required policies expire during the life of this Release, SFMD must forward renewal or replacement Certificates to Mesa within 10 days after the renewal date containing all the necessary insurance provisions.

[Signature appears on following page]

Dated this 20th day of May, 2015.

AUTHORIZED SIGNEE

ATTEST:

BOARD CLERK

APPROVED AS TO FORM:

BOARD ATTORNEY

Appendix G

g) Purchase of 5 Stryker Gurneys

Submitted By:

Fire Chief Paul Bourgeois

Background / Discussion:

Stryker manufactures gurneys that are years ahead of the competition in terms of safety for the users and patients who are restrained in the gurney in an ambulance during transport. Stryker gurneys are the first to be compliant with 2015 NHTS recommendations for collision restraint. Simply, they are rated to keep the patient secure under high loads and at a greater number of angles (side, rollover etc.)

Stryker also manufactures the only gurney-related patient loading system. This system loads the patient into the ambulance with no resistance placed on the medical providers. This is ideal for reducing the risk of back injuries to our personnel and reducing the risk of dropping patients during the loading and unloading phases of patient transport, both of which can be very costly.

Staff is requesting that the Board authorize the purchase of 5 Stryker gurneys and patient loading systems so that the equipment can be delivered to Horton by September 1 to be included in the ambulance builds.

These items were previously approved at the Special Board meeting dated March 26, 2015, BOD #2015-03-11 as part of each of the ambulance costs.

This actual payment will not be due to pay until September/October in the next fiscal year. It will not affect this year's budget.

Financial Impact/Budget Line Item:

Approximately \$196,798.16 (\$39,359.63 for each ambo)

Line Item: 200-70-72340-20 – Apparatus Equipment

Staff Recommendation:

Staff recommends approval to purchase 5 Stryker Gurney's

Enclosure(s):

Stryker Gurney Photo



