

Superstition Fire and Medical District

# Board of Directors

February 17, 2016



Board Chairman Jeff Cross  
Board Clerk Gene Gehrt  
Board Director Todd House  
Board Director Charlie Fox  
Board Director Jason Moeller

## Superstition Fire & Medical District Governing Board Meeting Agenda

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### **PURSUANT TO A.R.S. §38.431.02**

Notice is hereby given to the general public that the Superstition Fire & Medical District Governing Board will hold a meeting on **Wednesday February 17, 2016**. 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 January 2016 financial reports and bank reconciliations.  
**(BOD #2016-02-01)**
2. Recognition of employee performance, achievements, and special recognition for community members.  
**(BOD #2016-02-02)**
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 #2016-02-03)**
  - a) Board Meeting Minutes from January 20, 2016
  - b) Possible adoption of annual contract for property and casualty insurance services.
  - c) Possible adoption of a contract for a collection agency..
5. Discussion of the Fiscal Year 2016/2017 Tax Abstract for Pinal and Maricopa counties, and its impact on the development of the Fiscal Year 2016/2017 Revenue Budget. **(BOD #2016-02-04)**
6. Discussion and possible scheduling of a Board Work Session to discuss strategic planning of Thunder Mountain Middle School. **(BOD #2016-02-05)**
7. Senior Leadership Team Reports **(BOD #2016-02-06)**
  - a) Fire Chief
  - b) Emergency Services
  - c) Technical & Community Services
  - d) Administrative Services
  - e) Financial Services
8. Announcements **(BOD #2016-02-n/a)**
9. Adjourn **(BOD #2016-02-07)**

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

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

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

Posted on February 11, 2016

At: 1700 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 – February 17, 2016**

**Agenda Item: 1**

**BOD#: 2016-02-01**

### **Agenda Item Title:**

Review and approval of the January 2016 financial reports and bank reconciliations.

### **Submitted By:**

Fire Chief Paul Bourgeois

Finance Director Roger Wood

### **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), Transport Services (150), 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), Transport Services (150), 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.

\*Financials provided under separate cover

### **Recommended Motion:**

*"Motion to approve the January 2016 financial reports and bank reconciliations."*



**Go To Item 2**

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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 **January 2016**:

1. Financial Statement
2. Bank Reconciliations
  - a. General (100) Fund
  - b. Transport Services (150) Fund
  - c. Capital Projects (200) Fund
  - d. Bond Proceeds (300) Fund
  - e. Special Projects (400) Fund
  - f. Debt Principle (500) Fund
  - g. Debt Interest (600) Fund

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Jeff Cross, Board Chairman

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Date



## Governing Board Meeting – February 17, 2016

Agenda Item: 2

BOD#: 2016-02-02

### Agenda Item Title:

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

### Submitted By:

Fire Chief Paul Bourgeois

### Background/Discussion:

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

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

N/A

### February Service Anniversaries:

<b>26 Years of Service</b>
Battalion Safety Officer <b>Paul Perkins</b>
<b>16 Years of Service</b>
Fire Captain / Paramedic <b>Carlos Rivera</b>
Planning & Technology Support Administrator <b>Anna Butel</b>
<b>7 Years</b>
Fleet Supervisor <b>Vaughn Croshaw</b>
<b>3 Years</b>
Firefighter / Paramedic <b>Chris Furgeson</b>
Firefighter <b>Anthony Martinez</b>
Firefighter <b>Jackie Anderson</b>
Firefighter <b>David Endres</b>
Firefighter <b>Monte Fuller</b>
<b>2 Years</b>
Assistant Chief <b>Jerome Schirmer</b>



**Go to Item 3**

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**Governing Board Meeting – February 17, 2016**

**Agenda Item: 3**

**BOD#: 2016-02-n/a**

**Agenda Item Title:**

Call to the Public

**A.R.S. §38-431.01(H):**

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

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

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

**Background / Discussion:**

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

**Scheduled:**

None



**Go to Item 4**

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## Governing Board Meeting – February 17, 2016

Agenda Item: 4

BOD#: 2016-02-03

### Agenda Item Title:

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

- a) Board Meeting Minutes from January 20, 2016 – **Appendix A**
- b) Possible adoption of annual contract for property and casualty insurance services. – **Appendix B**
- c) Possible adoption of a contract for a collection agency. – **Appendix C**

### Background/Discussion:

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

### Recommended Motion:

*“Motion to approve the consent agenda items for February 17, 2016.”*



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## **Governing Board Meeting – February 17, 2016**

**Agenda Item: 5**

**BOD#: 2016-02-04**

### **Agenda Item Title:**

Discussion of the Fiscal Year 2016/2017 Tax Abstract for Pinal and Maricopa Counties, and its impact on the development of the Fiscal Year 2016/2017 Revenue Budget.

### **Submitted By:**

Fire Chief Paul Bourgeois

Finance Director Roger Wood

### **Background/Discussion:**

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

1. Pinal County.

For the fiscal year beginning July 1, 2016 the SFMD Net Assessed Valuation (NAV) for all District properties in Pinal County increased 1.5% (\$352,994,828 for FY16/17 vs. \$347,927,678 for FY15/16).

2. Maricopa County.

For the fiscal year beginning July 1, 2016 the SFMD NAV for all District properties in Maricopa County increased 60.7% (384,348 for FY16/17 vs. \$239,192 for FY15/16). However, the NAV for FY15/16 was understated due to an error at the Assessor's office that excluded virtually all Net Personal Property from the District's NAV.

3. At the current tax rate of \$3.19 / \$100 of NAV, the tax levy for the District is \$11,272,796.

District revenue items still unknown include the SRP Contribution (taxes paid by SRP on their property and assets located within our District) and the Fire Insurance Premium Tax, estimated at \$375,000 and \$100,000, respectively.

### **Financial Impact:**

N/A

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

2016 Pinal County Tax Abstract

2016 Maricopa County Tax Abstract

### **Recommended Motion:**

"N/A"



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## 2016 FIRE DISTRICT LEVY LIMIT WORKSHEET

Date: 2/10/2016

### MARICOPA & PINAL - SUPERSTITION FIRE & MEDICAL FIRE DISTRICT

		PINAL *
<b>ADJUSTMENTS FOR ANNEXED PROPERTY</b>		<b>2015</b>
A.1. Net Assessed Value of Property Annexed for TY 2016		\$0
A.2. A.1. divided by 100		\$0
A.3. Prior Year Actual Tax Rate (excluding debt service tax rate)		\$3.1900
A.4. Adjustment for Annexed Property (A.2. multiplied by A.3.)		\$0
<b>MAXIMUM ALLOWABLE LEVY LIMIT</b>		<b>2016</b>
B.1. Prior Year Maximum Allowable Levy Limit (B.4 from prior year)		\$18,987,749
B.2. Line B.1. multiplied by 1.08		\$20,506,769
B.3. Plus amount attributable to annexed property (Line A.4.)		\$0
B.4. <b>MAXIMUM ALLOWABLE LEVY LIMIT</b> (Line B.2. + B.3.)		<b>\$20,506,769</b>
<b>CURRENT YEAR NET ASSESSED VALUES</b>		<b>2016</b>
C.1. Centrally Assessed Property		\$10,815,217
C.2. Locally Assessed Real Property		\$315,337,734
C.3. Locally Assessed Personal Property		\$26,841,877
C.4. Total Net Assessed Values (C.1. through C.3.)		<b>\$352,994,828</b>
C.5. C.4. divided by 100		\$3,529,948
<b>CURRENT YEAR TAX RATE / LEVY LIMIT CALCULATION</b>		<b>2016</b>
D.1. Current Year Net Assessed Values / 100 (Line C.5.)		\$3,529,948
D.2. Maximum Allowable Levy Limit (Line B.4.)		\$20,506,769
D.3. Tax Rate (D.2. divided by D.1.; rounded to 4 decimals)		\$5.8094
D.4. Maximum Tax Rate (lesser of D.3. or \$3.25)		\$3.2500
D.5. <b>Current Year Allowable Tax Rate</b> <sup>/1</sup>		<b>\$3.2500</b>
D.6. <b>Current Year Allowable Levy Limit</b> (D.5. multiplied by D.1.)		<b>\$11,472,332</b>
D.7. Prior Year Excess Collections		
D.8. Prior Year Excess Levy		
D.9. <b>Current Year Allowable Levy Limit</b> (D.6. - D.7. - D.8.)		<b>\$11,472,332</b>

<sup>/1</sup> Adjusted D.5. to avoid a levy that exceeds the maximum allowable levy limit (Line B.4.)

**\*\* Preliminary Worksheet - a combined levy limit worksheet will be distributed by PTOC staff based on values for Maricopa and Pinal Counties.**

Note: The combined prior year maximum allowable levy limit for line B.1 is \$19,000,803 (or \$13,054 for Maricopa and \$18,987,749 for Pinal Counties).



2016 Levy Limit Worksheet

**Superstition Fire & Medical**

**A. Annexed Property**

A1	Net Assessed Value of Annexed Property (2015 for TY 2016)	\$0
A2	2014 Actual Tax Rate	\$3.1900
A3	Adjustment Annexed Property Levy (A1/100*A2)	0
A4	Total Adjustment for Annexed Property	<b>\$0</b>

**B. Maximum Levy**

B1	Actual Tax Levy (excluding debt service)	\$13,054
B2	B1 Multiplied by 1.08	\$14,098
B3	Annexed Property Amount (Line A4)	0
B4	Maximum Allowable Levy Limit (Line B2 + B3)	<b>\$14,098</b>

**C. Current Net Assessed Value (2014)**

C4	Net Assessed Value	<b>\$384,348</b>
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**D. Levy Limit Calculation**

D1	Current Net Assessed Value / 100	3,843
D2	Maximum Allowable Levy Amount (Line B4)	14,098
D3	Allowable Tax Rate (D2. divided by D1. )	3.6680
D4	Maximum Allowable Tax Rate (Lessor D3 or \$3.25)	3.2500
D5	Current Year Allowable Tax Rate	<b>\$3.2500</b>
D6	Current Year Maximum Allowable Levy Limit (D5. Multiplied by D1.)	<b>\$12,491</b>
D7	Prior Year Excess Collections	0.00
D8	Prior Year Excess Levy	0.00
D9	Current Year Allowable Levy Limit (D6. - D7. -D8.)	<b>\$12,491</b>

**G. Sources**

- G1. Maricopa County Assessor Reports: Abstracts (SR41110,SR41075,SR41070, SR41095 & SR41085)
- G2. Maricopa County Assessor Reports: Annexations (SR41111)
- G3. Arizona Department of Revenue Annexation Report



2016 Net Assessed Value Detail

Superstition Fire & Medical

Current Net Assessed (2016)	Primary	Primary Growth
C1. Net Centrally Valued Property	24	-4.0%
C2. Net Real Property	249,680	5.0%
C4. Net Personal Property	134,644	9678.1%
C4a Exemptions	78,590	844.1%
<b>C5. Net Assessed</b>	<b>384,348</b>	<b>60.7%</b>

Prior Year Net Assessed Value February 10, 2015  
Primary

F1. Net Centrally Valued Property	25
F2. Net Real Property	237,790
F4. Net Personal Property	1,377
F4a. Exemptions	8,324
<b>F5. Net Assessed</b>	<b>239,192</b>

0

G. Sources

- G1. Maricopa County Assessor Reports: Abstracts (SR41110,SR41075,SR41070, SR41095 & SR41085)
- G2. Maricopa County Assessor Reports: Annexations (SR41111)
- G3. Arizona Department of Revenue Annexation Report

H. Notes

- H1. The Levy Worksheets have been modified to reflect net assessed valuations for the Current Property Subject to Taxation in Prior Year, Current Net Assessed Valuations and Prior Year Net Assessed Valuations.
- H2. The Levy Worksheets have been modified for Tax Year 2013 to combine unsecured and secured Personal Property into a single net assessed valuations for the Current Property Subject to Taxation in Prior Year, Current Net Assessed Valuations and Prior Year Net Assessed Valuations.

**Governing Board Meeting – February 17, 2016**

**Agenda Item: 6**

**BOD#: 2016-02-05**

**Agenda Item Title:**

Discussion and possible scheduling of a Board Work Session to discuss strategic planning of Thunder Mountain Middle School.

**Submitted By:**

Fire Chief Paul Bourgeois

**Background/Discussion:**

The strategic planning for acquiring Thunder Mountain Middle School (TMMS) from the Apache Junction Unified School District (AJUSD) needs to continue to reach a goal that is fiscally responsible for our tax-payers and assists our community partners that would utilize the facility.

Staff recommends holding a Board Work Session to discuss this topic more in depth. Staff suggests Monday, February 22, 2016, at the time approved by the board to hold the Work Session.

**Staff Recommendation:**

Setting a date and time for a Board Work Session

**Financial Impact:**

N/A

**Enclosure(s):**

N/A

**Recommended Motion:**

*"Motion to direct staff to prepare the agenda and necessary documents to hold a Board Work Session on Monday, February 22, 2016 at (TIME DECIDED UPON) to discuss strategic planning regarding acquiring Thunder Mountain Middle School."*



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## **Governing Board Meeting – February 17, 2016**

**Agenda Item: 7**

**BOD#: 2016-02-06**

### **Agenda Item Title:**

Senior Leadership Team Reports

- a. Fire Chief
- b. Emergency Services
- c. Technical & Community Services
- d. Administrative Services
- e. Financial Services

### **Background / Discussion:**

This item is for the fire chief and his staff to share information with the board of items occurring within, or related to, the fire district. Any item shared is for information only. Upon request of the board, any item shared during this agenda item may be moved to the agenda for future meetings. Board discussion, other than clarifying questions, cannot occur and no action, position, or direction may occur until the specific item is placed on the agenda.

- Statistical Reports for January 2016

## **Governing Board Meeting – February 17, 2016**

**Agenda Item: 8**

**BOD#: 2016-02-n/a**

### **Agenda Item Title:**

Announcements

### **Background / Discussion:**

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

## **Governing Board Meeting – February 17, 2016**

**Agenda Item: 9**

**BOD#: 2016-02-07**

### **Agenda Item Title:**

Adjournment

### **Recommended Motion:**

*"Motion to adjourn the board meeting."*



**Go to Agenda**

**Go To Statistical Reports**

# Superstition Fire & Medical District

## January 2016 - Monthly Report

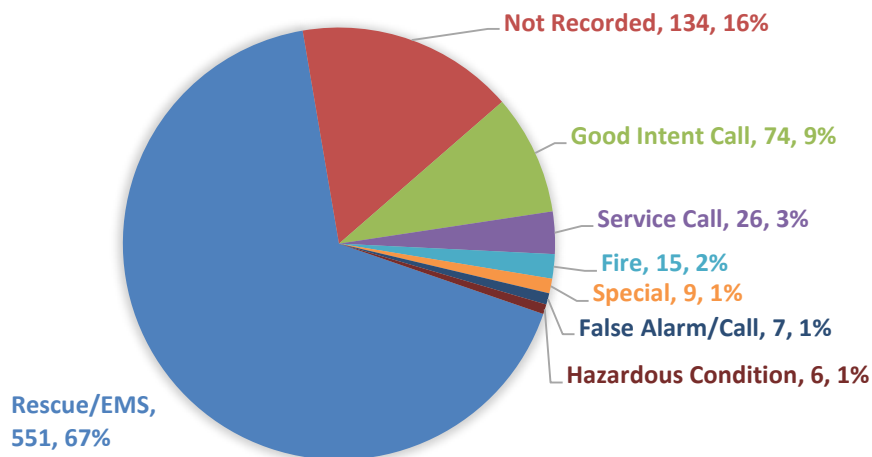
### Average Travel Time

	<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	4:41	6:19	6:00	6:00
Average Travel Time District Wide	5:24			

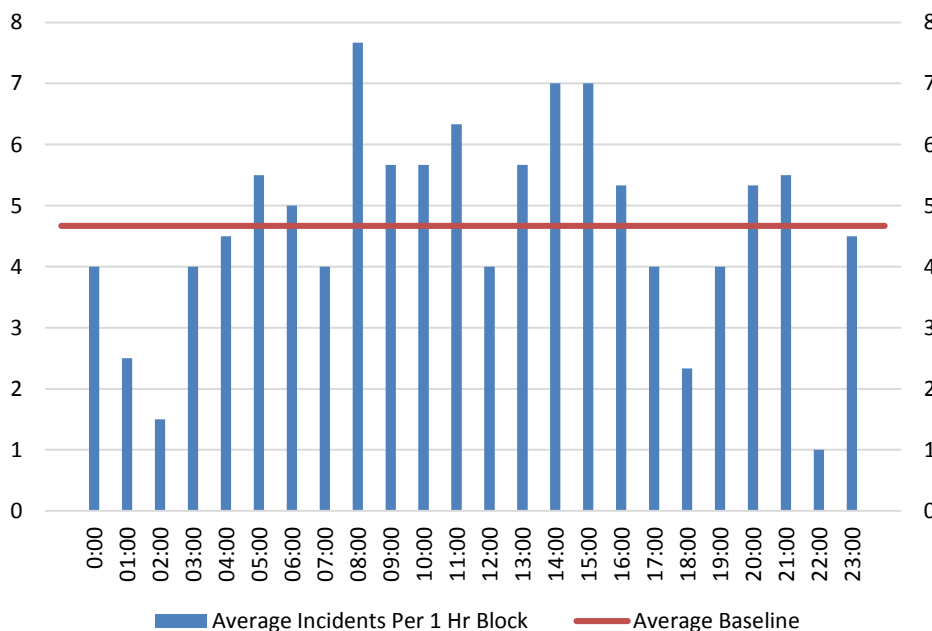
### Dispatches by Unit

<u>Unit</u>	<u>Dispatches</u>	<u>Fiscal YTD</u>
B261	23	142
E261	260	1707
E262	104	627
L263	315	2009
L264	78	584
E265	28	272
CM263	151	748
M261	84	84
M263	161	161
M264	78	78
TRV263	0	4
U262	0	12
BR262	2	39
BR263	0	13
BR265	1	17
RH264	0	22

### Incident Type Summary



### Average Ambulance Incident Volume by Hour of Day



### Population Density Definitions

#### Metropolitan

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

#### Urban

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

#### Suburban

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

#### Rural

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

## Superstition Fire & Medical District January 2016 - Operational Report

### Community Services & Activities

Description	Jan 2016	Fiscal YTD
Blood Pressu	12	70
Car Seats Installed/Placed	1	41
CCR Demonstrations	10	35
CCR Demo Students	497	1403
Community Events/Festivals	5	43
Community PSAs Produced	0	2
CPR & 1st Aid Classes	1	6
CPR & 1st Aid Students	5	33
CPR & AED Classes	0	27
CPR & AED Students	0	116
Fire Investigations	Unk.	5
Fire Station Tours	1	6
Home Safety Checks - NEW	4	4
Inspections - Business	15	72
Inspections - Specialty/Complaint	15	89
Juvenile Fire Setter Program	0	2
Neighborhood Canvass - Post-Drowning	0	1
Neighborhood Canvass - Post-Fire	0	1
Plan Reviews	16	105
Safety Classes - Fire & Water	2	14
School - Fire Drills	0	3
School - Pub Ed Classes	1	2
Smoke Alarms Placed	20	101

### Injury Report

	Jan 2016	Fiscal YTD
Injuries	4	10
Exposures	1	1
Sharps	1	1

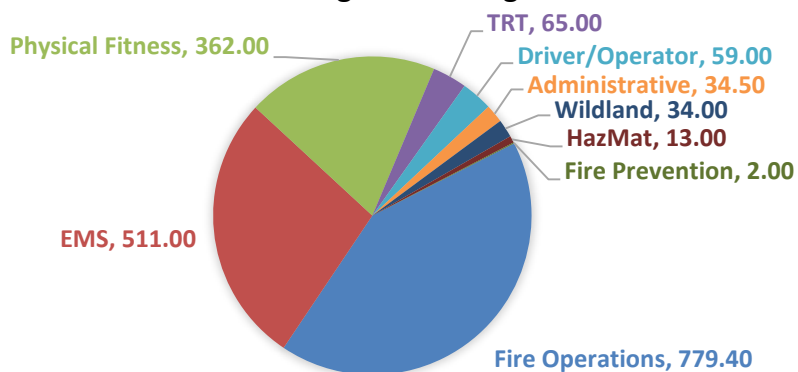
Congratulations to our  
newest firefighters!  
Trace Leggett, Wes Fimbrez, and  
Trey Schow graduated from their  
Recruit Training Academy  
on January 28<sup>th</sup>.



Annual Ladies Hat Luncheon  
at Lost Dutchman RV Park



### Training Hours Categories



## Appendix A

### a) Board Meeting Minutes from January 20, 2016

#### **Submitted By:**

Fire Chief Paul Bourgeois

Board Secretary Jasmin Jones

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

The board meeting minutes of the previous meeting(s) are provided for the BOD to approve. If the BOD would like to discuss the minutes, they may be removed from the consent agenda. After approval, minutes are signed by the Clerk of the Board and kept as the official public record.

#### **Financial Impact/Budget Line Item:**

N/A

#### **Staff Recommendation:**

Staff recommends approval of January 20, 2016 board meeting minutes.

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

January 20, 2016 Board Meeting Minutes



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**Governing Board Meeting Minutes**  
**January 20, 2016**

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, JANUARY 20, 2016 THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 P.M.

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

Senior Leadership in attendance: Fire Chief Paul Bourgeois (telephonically, attended in person at 1815), Assistant Chief Jerome Schirmer, Assistant Chief Dave Montgomery, Assistant Chief Mike Farber, Assistant Chief Brett Broman, and Finance Director Roger Wood were present.

Executive Assistant acting as Board Secretary Jasmin Jones was present for the meeting. Legal Counsel Donna Aversa was absent from the meeting.

**Item 1:** *Review and approval of the December 2015 financial reports and bank reconciliations.*  
(BOD #2016-01-01)

**Motion** by Director House to approve the December 2015 financial reports and reconciliations.  
Seconded by Director Moeller.

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

**Item 2:** *Recognition of employee performance, achievements and special recognition for community members.* (BOD #2016-01-02)

Assistant Chief Dave Montgomery read the list of the following January Service Anniversaries

Fire Engineer John Christensen	27 Years
Fire Captain / Paramedic Rob Bessee	15 Years
Engineer / Paramedic Chuck Hanson	13 Years

Assistant Chief Jerome Schirmer introduced new Fire Captain, Dave Pohlmann – he was given his Fire Captain Badge.

Assistant Chief Brett Broman presented Fire Captain / Paramedic Dave Pohlmann with 2015 FF of the Year.

Paramedic Jeannette Bodley presented Captain Dave Pohlmann, Captain Mark Gomez, and Transportation Services Manager Billy Warren a special plaque on behalf of the Transportation Services' Division, thanking them for their hard work assisting getting the new Medic Rides in

operation.

**Item 3:** *Call to the Public. (BOD #2016-01-n/a)*  
None

**Item 4:** *Consideration and possible approval of all consent agenda items listed below:  
(BOD #2016-01-03)*

- a) *Board Meeting Minutes from December 16, 2015*
- b) *Purchase of equipment to outfit Battalion Chief Truck*

**Motion** by Director Moeller to approve consent agenda items for January 20, 2016. Seconded by Clerk Gehrt.

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

**Item 5:** *Discussion and possible approval of the Fire District's Independent Auditor's Report and related financial statements for the fiscal year ending June 30, 2015, as required by Arizona Revised Statutes §48-253, and as presented by Marilyn Mays, CPA, Partner – Henry & Horne, LLP – Certified Public Accountants. (BOD #2016-01-04)*

The District's annual audit was completed as required by A.R.S. §48-253. Ms Mayes presented to the Board information regarding the annual audit, which showed positive findings in all areas.

**Motion** by Director House to approve the Fire District's Independent Auditor's Report and related Financial Statements for the fiscal year beginning July 1, 2014 and ending on June 30, 2015, as submitted by Marilyn Mays, CPA, and to direct Staff to submit the auditor's report to Pinal County and Maricopa County as required by ARS §48-253.". Seconded by Chairman Cross.

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

**Item 6:** *Presentation regarding the overall performance of the District's 457 Deferred Compensation plan and related Nationwide Retirement fund portfolio. (BOD #2016-01-05)*

Finance Director Roger Wood introduced Chuck Sklader to the Board. The District has retained Chuck Sklader, Registered Investment Advisor from SST Benefits Consulting to advise the Board on the overall performance of the 457 Deferred Compensation 457 Fund and the associated Nationwide Retirement fund provider.

Mr. Sklader gave a brief update to the Board on the following:

- The District's 457 / Nationwide Retirement fund performance in comparison to comparable benchmarks and key investment market drivers for 2015.
- Data on the overall asset growth of the District's 457 Deferred Compensation program.
- Feedback from employee participants regarding Nationwide Retirement's and Galloway Asset Management's employee service.

**Item 7:** *Discussion and possible approval to amend the current Fee Schedule for District Fire and Medical Records Requests. (BOD #2016-01-06)*

Assistant Chief Mike Farber introduced the topic to the board, the District charges a fee of \$ 10.00 for fire and medical records for third party requests from insurance companies and attorneys. This fee structure has remained in place for more than ten years.

With the new Transportation Services Division beginning services on January 4, 2016, the District anticipates a significant increase in record requests. As stated in the December Board of Directors meeting, the District would like to increase the fees for records requests to \$20.00. The District will continue to provide copies of records for free to residents of the District

requesting their own records.

**Motion** by Clerk Gehrt to approve amending the fee schedule for District records requests for third party entities from \$10.00 to \$20.00. Seconded by Director House.

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

**Item 8:** *Possible adoption of Resolution 2016-01: Acknowledgement of Serious Fire District Financial Crisis. (BOD #2016-01-07)*

Chairman Cross introduced the resolution to the Board. He stated that fire districts across the State of Arizona are formalizing Resolutions for their Governing Boards to support the Arizona Fire District's Association Legislative Agenda.

**Motion** by Clerk Gehrt to adopt Resolution 2016-01: Acknowledgement of the Serious Fire District Financial Crisis. Seconded by Director Moeller.

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

**Item 9:** *Discussion and possible approval of the Fire Chief's updated contract. (BOD #2016-01-08)*

Clerk Gehrt stated he asked for this item to be placed on the agenda, to update Fire Chief Paul Bourgeois' contract. The contract has been updated by direction to reflect the suggested language regarding vacation usage, the evaluation being based on the Operational and Succession Plan, and updated the date through December 31, 2020.

**Motion** by Director Moeller to approve the Fire Chief's contract through December 31, 2020 with updated language as stated. Seconded by Director House.

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

**Item 10:** *Senior Leadership Team Reports. (BOD# 2016-01-09)*

➤ **Fire Chief Report**

- Testified at the State Capitol on behalf of the American Heart Association and the Anthony Bates Foundation.
  - To make Hands ONLY CPR a standard before graduating high school.
- Save Our Fire Districts Arizona
  - [www.saveourfiredistrictsaz.com](http://www.saveourfiredistrictsaz.com)
  - Please Contact Your Legislature – simple steps on their website with a letter already written and will go directly to your legislature.

➤ **Emergency Services / Operations**

- Recruit Graduation
  - 1/28/16 starting at 1800
- CCU Program Update (now being referred to as Community Medic Program)
  - New Nurse Practitioner – Melinda will begin soon
- Ambulance Operations Update
  - 160 Transports up to date – averaging 10 a day as projected
- Grant Application – Blue Card (with combined agencies) / VICC
- Blue Card Training in February
- Citizen Testimonial of Excellent Customer Service

➤ **Technical & Community Services**

- Technical Services
  - Spam and bandwidth usage reports are now received on Monday
  - Gathering information for a large group for the G2 app roll-out
  - Intermedix/ImageTrend Connection is almost complete
  - Telestaff configuration
- Community Services

- Community Risk Reduction Program – Tina completed NFA's Managing Effective Prevention Program through the community
  - Tina will attend AZ Fire & Burn Educator Association Community Risk Reduction Conference in Laughlin, AZ
  - Continuing to grow the AED Program throughout the community
  - Fire & Fall Safety for Older Adults presentations have begun in the community
  - Working on Smoke Alarm Kits and Education for Crews
- **Administrative Services**
- Open Enrollment
    - Benefit Logic will launch Online Enrollment process for 2016/2017
  - Hosting Upcoming Classes
    - Accreditation Consortium – January 27<sup>th</sup>
    - Exceeding Customer Excellence – January 28<sup>th</sup>
- **Financial Services**
- FY 2015/2016 Fire Insurance Premium Rebate
    - Received check for \$94,708 after a mistake on the States end.
  - Medicaid / Medicare
    - Medicaid – Received notification of application approval
    - Medicare – Application and final inspection have been completed, waiting on approval.
  - Collection Agency
    - Researching agencies now, will present to the board at the February meeting.
  - Worker's Compensation
    - Discussed our Worker's Compensation experience at the AFDA Roundtable.
  - Completed W2 and 1099 creation for calendar year 2015
  - Transport Services Integration
    - Completed the initial transfer to the 150 fund for payroll
  - Annual Audit
    - Completed Audit, Presentation by Marilyn Mays is final step
    - Jasmin will mail the documents to the correct agencies per ARS.
  - FY 2016/2017 Budget Pre-Planning
    - Update budget schedule for 16/17
    - Received information for employer retirement
  - CYMA
    - Training to expand the CYMA system
    - Looking at the HRIS portion of CYMA

**Item 11:** *Announcements (BOD# 2016-01-n/a)*

N/A

**Item 12:** *Adjourn (BOD# 2016-01-10)*

**Motion** by Director House at 6:46 p.m. to adjourn the meeting. Seconded by Clerk Gehrt.

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

**Governing Board Approval:**

---

Gene Gehrt, Board Clerk

*Jasmin Jones*

## Appendix B

### b) Possible adoption of annual contract for property and casualty insurance services.

#### Submitted By:

Finance Director Roger Wood

#### Background / Discussion:

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

The quote we received from Cindy Elbert Insurance Services for the period March 1, 2016 – February 28, 2017 is **\$121,701**. The increase is due to the following:

	<u>Last Year</u>	<u>This Year</u>	<u>Change</u>	<u>Coverage</u>
A. Auto & Property:	\$72,923	\$93,596	+21,991	Vehicle, Buildings, contents
B. Inland Marine:	10,032	16,636	+ 6,604	Portable equipment
C. Umbrella Liability:	<u>10,777</u>	<u>11,469</u>	<u>+ 692</u>	Umbrella, General, Professional
	\$93,732	\$121,701	\$29,287	

In total, this represents a 31.7% increase in cost which is caused by the following:

- A. Since last year the District added five (5) additional ambulances valued at \$1.6 million.
- B. The District is purchasing a new vehicle coverage called Guaranteed Replacement Cost value for 10 of its newest vehicles. This coverage will provide “the lesser of the cost of a new apparatus or the actual amount spent for repair or replacement.” This coverage only applies to vehicles 5 years old or newer.
- C. This District’s loss ratio is 125.33% over 6 years which is causing approximately 10% (\$9,300) of the annual increase.

#### Additional Items for Consideration.

1. Terrorism Coverage.
  - a. Annual premium = \$2,090
  - b. The Terrorism Risk Insurance Act of 2002 requires insurance companies to offer terrorism coverage.
  - c. The District can deny this coverage.
2. Optional Increased Cyber Liability Coverage.
  - a. Annual premium = \$6,912.33 - \$9,425.27 (\$100K/\$500K to \$500K/\$2.5M limits)
  - b. The General Liability coverage (D above) already includes \$1M per event/\$10M aggregate network security and data breach liability coverage
  - c. The District can deny this coverage.

#### Financial Impact/Budget Line Item:

Additional annual cost of \$29,287.00

#### Staff Recommendation:

Staff recommends the approval of the ESIP insurance for property and vehicle damage, and liability. Staff also recommends the Board reject the Optional Terrorism and Increased Cyber Liability coverage.



**Go to Appendix C**

**Go to Agenda**

Staff also recommends to approve the payment of the associated premium of \$121,373 to take effect on March 1, 2016.

**Enclosure(s):**

Cindy Elbert Insurance Services Premium Quote



**Go to Appendix C**

**Go to Agenda**



# CINDY ELBERT INSURANCE SERVICES

February 10, 2016

- ◆ Business Insurance Programs & Risk Management Services
- ◆ Competitive Comprehensive Coverage
- ◆ Professional Prompt Service

**EMAILED**  
**\*Revised\***

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

**RE: Arch Insurance Proposal**  
**Effective: 3/1/16-17**

Dear Paul,

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

Package Policy including Crime, Auto & Property-	\$ 93,543.00
AZ Auto Fee-	\$ 53.00
Inland Marine-	\$ 16,636.00
Umbrella-	\$ 11,469.00
<b>Total Annual Premium</b>	<b>\$121,701.00</b>

**\*Terrorism is excluded in the above premiums, if you would like terrorism coverage please include an additional \$2090.00 with your down payment**

**Interest Free Payment Plan:**

Down Payment due	3/1/16	\$30,465.00 payable to Cindy Elbert Ins. Service
Installment due	6/1/16	\$30,412.00
Installment due	9/1/16	\$30,412.00
Installment due	12/1/16	\$30,412.00

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

1. **Down payment of \$30,465.00 made payable to Cindy Elbert Insurance Services.**
2. **Please initial, sign & date AZ uninsured motorist coverage selection**
3. **Please sign & date declination of Terrorism form**
4. **Please sign & date statement of values**
5. **Optional quote for 24 Hour AD&D please sign either accepting or rejecting**
6. **Optional quote for increased Cyber Liability-please sign either accepting or rejecting**
7. **Optional quote for Accident & Sickness- please sign either accepting or rejecting**

**Once we receive the following in our office by fax, with originals in the mail NO LATER THAN 2/26/16, we can request the Binder of Insurance, Certificates of Insurance and Vehicle ID Cards.**

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

Sincerely,

  
Cindy Elbert

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

CA License # OD34009  
www.AmbulanceInsurance.com





**CINDY ELBERT  
INSURANCE  
SERVICES**

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

Date: **2/10/2016**

**Invoice**

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

Account # **SUPERS PKG**  
Insured: **Superstition Fire & Medical**  
District  
565 N. Idaho Rd.  
Apache Junction, AZ 85119

Date	Description	Comp.	Policy #	Premium	Amount		Payments	Total Due
					Direct Billed	Financed		
2/10/2016	Pkg Ren 3/1/16-17	ARC	MEPK07620506	23,385.75	0.00	0.00	0.00	23,385.75
2/10/2016	AZ Theft Fee 16/17	ARC	MEPK07620506	53.00	0.00	0.00	0.00	23,438.75
2/10/2016	IM Ren 3/1/16-17	ARC	MEIM07656106	4,159.00	0.00	0.00	0.00	27,597.75
2/10/2016	Umb Ren 3/1/16-17	ARC	MEUM07602706	2,867.25	0.00	0.00	0.00	30,465.00

**Totals** 30,465.00 0.00 0.00 30,465.00

**Total premium due by : 2/26/2016**

**PLEASE MAKE PAYMENT PAYABLE TO:  
CINDY ELBERT INSURANCE SERVICES**

**This is an invoice not a binder or indication of coverage**

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

<b>Applicant/Named Insured:</b> Superstition Fire & Medical District	<b>Policy Effective Date:</b> 3/1/2016
<b>Company:</b> Arch Insurance Company	<b>Producer:</b> McNeil & Company, Inc.

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

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

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

### DO NOT SIGN UNTIL YOU READ

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

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

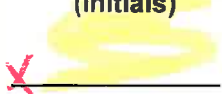
You have a right to purchase both **UN**insured Motorist coverage and **UNDER**insured Motorist coverage in any amount from \$30,000 single limit (or \$15,000/\$30,000 split limits) up to your policy's bodily injury liability limit, or you may reject the coverage entirely. Neither limit may exceed your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

Your Bodily Injury Limit on the policy: \$1,000,000

**A. Mandatory Offer Of UNinsured Motorists Coverage**

Please indicate a choice from either 1., 2., or 3. below by initialing next to the appropriate item.

**1. Selection Of UNinsured Motorists Coverage**

(Initials)		Premium
	I select UNinsured Motorists Coverage at limits equal to the limits of my Liability Coverage.	\$1,380.00

**2. Rejection Of UNinsured Motorist Coverage**

(Initials)	
_____	I reject UNinsured Motorists Coverage.

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

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

(Initials)		I reject UNinsured Motorists Coverage at limits equal to the limits of my Liability Coverage and I select the following lower limits:		(Initials)	
(Choose one):		Split Limits	OR	Combined Single Limit	
(Initials)	Premium			(Initials)	Premium
_____ \$	15,000/30,000	\$ _____		_____ \$	30,000 \$ 549.00
_____	20,000/40,000	_____		_____	40,000 611.00
_____	25,000/50,000	_____		_____	50,000 667.00
_____	50,000/100,000	_____		_____	75,000 n/a
_____	100,000/200,000	_____		_____	100,000 843.00
_____	100,000/300,000	_____		_____	200,000 1,024.00
_____	250,000/500,000	_____		_____	250,000 1,086.00
_____	300,000/300,000	_____		_____	300,000 1,137.00
_____	500,000/500,000	_____		_____	350,000 1,148.00
_____	500,000/1,000,000	_____		_____	500,000 1,256.00
_____	1,000,000/1,000,000	_____		_____	1,000,000 1,380.00
_____	(Other)	_____		_____	(Other)

**B. Mandatory Offer Of UNDERinsured Motorists Coverage**

Please indicate a choice from either 1., 2., or 3. below by initialing next to the appropriate item.

**1. Selection Of UNDERinsured Motorists Coverage**

(Initials)		Premium
<u>  X  </u>	I select UNDERinsured Motorists Coverage at limits equal to the limits of my Liability Coverage.	<u>\$3,258.00</u>

**2. Rejection Of UNDERinsured Motorist Coverage**

(Initials)	
<u>          </u>	I reject UNDERinsured Motorists Coverage.

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

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

(Initials) \_\_\_\_\_

I reject UNDERinsured Motorists Coverage at limits equal to the limits of my Liability Coverage and I select the following lower limits:

(Choose one):

Split Limits			OR	Combined Single Limit		
(Initials)		Premium		(Initials)		Premium
_____	\$ 15,000/30,000	\$ _____		_____	\$ 30,000	\$ 475.00
_____	20,000/40,000	_____		_____	40,000	594.00
_____	25,000/50,000	_____		_____	50,000	673.00
_____	50,000/100,000	_____		_____	75,000	n/a
_____	100,000/200,000	_____		_____	100,000	1,137.00
_____	100,000/300,000	_____		_____	200,000	1,759.00
_____	250,000/500,000	_____		_____	250,000	1,980.00
_____	300,000/300,000	_____		_____	300,000	2,115.00
_____	500,000/500,000	_____		_____	350,000	2,291.00
_____	500,000/1,000,000	_____		_____	500,000	2,647.00
_____	1,000,000/1,000,000	_____		_____	1,000,000	3,258.00
_____	(Other)	_____		_____	(Other)	_____

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

**DO NOT SIGN UNTIL YOU READ**

**Signed:**



\_\_\_\_\_  
(Named Insured)



\_\_\_\_\_  
**Date**

**Attached to application dated:**

\_\_\_\_\_

# TERRORISM COVERAGE DISCLOSURE NOTICE

## TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

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

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

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

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

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

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

### DISCLOSURE OF CAP ON ANNUAL LIABILITY

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

### DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: \$2,090.00

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

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

### REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

X  
\_\_\_\_\_  
Policyholder/Legal Representative/Applicant's  
Signature

\_\_\_\_\_  
Superstition Fire & Medical District  
Named Insured

X  
\_\_\_\_\_  
Print Name of Policyholder/Legal  
Representative /Applicant

\_\_\_\_\_  
Arch Insurance Company  
Insurance Company

Date: X  
\_\_\_\_\_

\_\_\_\_\_  
MEPK07620506, MEIM07656106,  
Policy Number: MEUM07602706



# STATEMENT OF VALUES

Policy Number MEPK07620506Insured Superstition Fire & Medical DistrictHeadquarters Address 565 N. Idaho Rd.  
Apache Junction, AZ 85119Form of Coverage: ☐ Actual Cash Value applies to Items☒ Replacement Cost applies to Items

(1 - 1); (1 - 2); (2 - 1); (2 - 2); (2 - 3); (3 - 1); (4 - 1); (4 - 2); (5 - 1); (6 - 1); (6 - 2); (6 - 3); (7 - 1); (9 - 1); (10 - 1)

Indicate Form Numbers to which these rates are to apply: \_\_\_\_\_

(Attach Forms and Endorsements which require completion to indicate specific information)

Coinsurance ☐ 80% ☐ 90% ☒ 100% Blanket Rate Effective \_\_\_\_\_Agreed Value ☒

Causes of Loss for which rates are requested:

- ☐ Basic  
☐ Broad  
☒ Special

- ☐ Earthquake  
☐ Other \_\_\_\_\_  
(Specify)

State exact wording of the coverage as it will appear on the policy

**INSURED**

(Optional with Company)

All values submitted are correct to the best of my knowledge and belief.

Signed ✓Title ✓Date ✓**COMPANY, AGENT or BROKER**

Statement of Values submitted by:

Name Cindy Elbert Insurance Services, Inc.

Person to Contact \_\_\_\_\_

Street \_\_\_\_\_

City Peoria State AZ ZIP 85381

For INSURANCE SERVICES OFFICE use only

Basic Group I \_\_\_\_\_ Basic Group II \_\_\_\_\_ Other \_\_\_\_\_ 01-22-2016

<b>TO BE ENTERED BY COMPANY, AGENT OR BROKER</b>		<b>Average Rate Calculation—for INSURANCE SERVICES OFFICE use</b>											
		Blanket Average Rate _____ Specific Average Rate _____				80% Basic 90% Broad 100% Special		Earthquake _____ Date _____		Other _____ Calculated by _____			

Item No.	Description, Location and Occupancy of Property Coverage	Coverage	Values
1-1	1135 W. Superstition Blvd. Apache Junction AZ 85120	Building	\$1,653,750
		YBPP	\$128,353
1-2	1135 W. Superstition Blvd. Apache Junction AZ 85120	Building	\$31,907
2-1	3955 E. Superstition Blvd Apache Junction AZ 85119	Building	\$1,653,750
		YBPP	\$330,750
2-2	3955 E. Superstition Blvd Apache Junction AZ 85119	Building	\$44,676
		YBPP	\$1,323,000
2-3	3955 E. Superstition Blvd Apache Junction AZ 85119	Building	\$31,907
3-1	1455 E. 18th Avenue Apache Junction AZ 85119	Building	\$2,205,000
		YBPP	\$776,394
<b>TOTALS</b>			Continued

Rate Pub. No	Basic Group I		Basic Group II		Broad		Special		Earthquake		Other	
	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.
<b>TOTALS</b>												

**AVERAGE RATES EFFECTIVE** \_\_\_\_\_  
 BASIC GROUP I \_\_\_\_\_ BASIC GROUP II \_\_\_\_\_ BROAD \_\_\_\_\_ SPECIAL \_\_\_\_\_ EARTH-QUAKE \_\_\_\_\_ OTHER \_\_\_\_\_

\*B = Building S = "Stock" YBPP = Your Business Personal Property PPO = Personal Property of Others  
 Other – Specify Above

<b>TO BE ENTERED BY COMPANY, AGENT OR BROKER</b>		<b>Average Rate Calculation—for INSURANCE SERVICES OFFICE use</b>											
		Blanket Average Rate _____ Specific Average Rate _____				80% Basic 90% Broad 100% Special		Earthquake _____ Date _____		Other _____ Calculated by _____			

Item No.	Description, Location and Occupancy of Property Coverage	Coverage	Values
4-1	1645 S. Idaho Rd Apache Junction AZ 85119	Building	\$2,738,294
		YBPP	\$165,375
4-2	1645 S. Idaho Rd Apache Junction AZ 85119	Building	\$31,907
5-1	565 N. Idaho Rd Apache Junction AZ 85119	Building	\$1,512,868
		YBPP	\$388,203
6-1	7557 E. US Highway 60 Gold Canyon AZ 85118	Building	\$2,597,077
		YBPP	\$137,813
6-2	7557 E. US Highway 60 Gold Canyon AZ 85118	Building	\$31,907
6-3	7557 E. US Highway 60 Gold Canyon AZ 85118	Building	\$44,670
		YBPP	\$1,323,000
<b>TOTALS</b>			Continued

Rate Pub. No	Basic Group I		Basic Group II		Broad		Special		Earthquake		Other	
	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.
<b>TOTALS</b>												

**AVERAGE RATES EFFECTIVE** \_\_\_\_\_  
 BASIC GROUP I \_\_\_\_\_ BASIC GROUP II \_\_\_\_\_ BROAD \_\_\_\_\_ SPECIAL \_\_\_\_\_ EARTH-QUAKE \_\_\_\_\_ OTHER \_\_\_\_\_

\*B = Building S = "Stock" YBPP = Your Business Personal Property PPO = Personal Property of Others  
 Other – Specify Above

<b>TO BE ENTERED BY COMPANY, AGENT OR BROKER</b>		<b>Average Rate Calculation—for INSURANCE SERVICES OFFICE use</b>											
		Blanket Average Rate    80% Basic Specific Average Rate   90% Broad 100% Special				Earthquake    Date _____ Other _____ Calculated by ____							

Item No.	Description, Location and Occupancy of Property Coverage	Coverage	Values
7-1	3945 E. Superstition Apache Junction AZ 85119	Building	\$552,459
		YBPP	\$137,813
9-1	9294 East Don Donnelly Trail Gold Canyon AZ 85118	Building	\$2,431,013
		YBPP	\$110,250
10-1	3700 E 16th Ave Apache Junction AZ 85119		
		YBPP	\$1,050,000
<b>TOTALS</b>			□ \$21,432,136

Rate Pub. No	Basic Group I		Basic Group II		Broad		Special		Earthquake		Other	
	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.	Rate	Prem.
<b>TOTALS</b>												

**AVERAGE RATES EFFECTIVE** \_\_\_\_\_  
 BASIC                      BASIC                      EARTH-  
 GROUP I \_\_\_\_\_ GROUP II \_\_\_\_\_ BROAD \_\_\_\_\_ SPECIAL \_\_\_\_\_ QUAKE \_\_\_\_\_ OTHER \_\_\_\_\_

\*B = Building S = "Stock" YBPP = Your Business Personal Property PPO = Personal Property of Others  
 Other - Specify Above

## NOTES

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

## IMPORTANT NOTICE



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

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

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

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

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

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

**Superstition Fire & Medical District**

SCHEDULE OF BENEFITS					
PART	BENEFIT	AMOUNT OF INSURANCE	CLASSES OF ELIGIBLE PERSONS		
			1	2	3
I	<b>Indemnity Benefits</b>				
	A. Accidental Death & Dismemberment, Loss of Sight, Speech or Hearing - Injury Only	Principal Sum \$10,000	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	B. Additional Seat Belt Benefit - Injury Only	Maximum \$2,500	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
II	<b>Family Education Benefit</b>				
	A. Dependent Child	Maximum \$5,000	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	B. Surviving Spouse or Domestic Partner	Maximum \$5,000	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	C. Other	Maximum \$5,000	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
III	<b>Physical Assault Benefit - Injury Only</b>	Maximum \$2,500	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Eligible Persons: Class 1 – Volunteers, Class 2 – Auxiliary, Class 3 – Paid Career (works more than 1,300 hours annually)

**ANNUAL PREMIUM: \$897.00**

(Quote based on member information on file)

## Part I Indemnity Benefits

**A) Accidental Death, Dismemberment, Loss of Sight, Speech or Hearing – Injury Only**

If a Covered Person loses their life, limb, sight or hearing as a result of an accident, he or she will be eligible for a benefit of up to the Principal Sum shown in the Schedule of Benefits.

### B) Additional Seat Belt Benefit

**We will pay an additional 25% of the Principal Sum if the Covered Person was in a motor vehicle and wearing a properly fastened seat belt when the Injury occurred that caused his or her death.**

## Part II Family Education Benefits

If benefits are payable for the loss of life of a Covered Person, we will also pay education benefits for:

A) Dependent Child – if enrolled as a full time student within 24 months of the Covered Person's death

**B) Surviving Spouse or Domestic Partner – if enrolled within 48 months of Covered Person's Death**

**C) Other – if no Dependent Child, Surviving Spouse or Domestic Partner exists**

### Part III Physical Assault Benefits

We will pay an additional benefit equal to 25% of the amount paid under Part I-A, or the maximum shown in the schedule, whichever is more, if such injury is caused by Physical Assault committed by a person other than a Covered Person.

## Acknowledgement

☐ **Accept\*** (See Binding Requirements)☐ Agent Not Licensed (Did Not Present)☐ **Reject**

**Signature:**

Date: 2

(Officer of Organization)

### REQUIREMENTS TO BIND COVERAGE:

**FULLY COMPLETED, SIGNED APPLICATION (CONTACT YOUR INSURANCE AGENT)**

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

**SUBMIT ALL REQUIRED PAPERWORK TO YOUR INSURANCE AGENT**



**CINDY ELBERT  
INSURANCE  
SERVICES**

- ◆ Business Insurance Programs & Risk Management Services
- ◆ Competitive Comprehensive Coverage
- ◆ Professional Prompt Service

**ACCIDENT & SICKNESS INSURANCE  
ACKNOWLEDGEMENT FORM**

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

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

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

( ) **Accepts** the opportunity to have a quotation provided for this coverage.  
Completion of an application is required to provide said quotation and will be provided once this form is received by us:

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

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

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

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

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





**CINDY ELBERT  
INSURANCE  
SERVICES**

- ◆ Business Insurance Programs & Risk Management Services
- ◆ Competitive Comprehensive Coverage
- ◆ Professional Prompt Service

January 25, 2016

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

RE: **Optional Increased Cyber Liability Coverage**

Dear Paul,

This insurance policy now includes Cyber Liability under your general liability policy. There is also a stand-alone cyber liability policy available for you and we have attached a breakdown of coverage differences between what is embedded in your current policy and the stand alone NetSafe Cyber Liability policy.

Also attached is a quote for the stand alone NetSafe Cyber Liability policy and breakdown of limits and premium are below.

<u>Limits</u>	<u>Annual Premium</u>
\$100,000/\$500,000	\$6912.33
\$250,000/\$1,250,000	\$8169.30
\$500,000/\$2,500,000	\$9425.27

If you would like to apply for this coverage, please contact me at 888-681-1020 x 308 or email [kmaneiro@ambulanceinsurance.com](mailto:kmaneiro@ambulanceinsurance.com)

Sincerely,

Cindy Elbert

**Please sign below if you wish to decline the increased Cyber coverage:**

X \_\_\_\_\_  
**Signature**

X \_\_\_\_\_  
**Date**





Date: 2/10/2016

**Insurance Proposal For:**

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

<b>Presented By:</b> Cindy Elbert Insurance Services, Inc. 15182 North 75th Avenue Suite 100 Peoria, AZ 85381  Phone: (602) 942-3900 Fax: (602) 942-4300	<b>Emergency Services Insurance Program</b> Offered by McNeil & Company, Inc. P.O. Box 5670 20 Church Street Cortland, NY 13045 Phone: (800) 822-3747 Fax: (607) 756-5051 Website: <a href="http://www.esip.com">www.esip.com</a>
<b>Carrier:</b> Arch Insurance Company    A.M. Best Rating: A+ Superior	

*This proposal is valid for 90 days.*

# DISCLAIMER



## **GENERAL CONDITIONS:**

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

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

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

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

## OUR PROMISE



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

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

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

For more information about ESIP's products and services, visit us on the Internet at [www.esip.com](http://www.esip.com).

# NAMED INSURED



## **Named Insured will read on the policy as:**

### **First Named Insured:**

Superstition Fire & Medical District

### **Other Named Insured:**

Apache Junction Fire District

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

# PROPERTY COVERAGE



## Basic Coverage Information

<b>Building Valuation</b>	Guaranteed Replacement Cost
<b>Business Personal Property Valuation</b>	Guaranteed Replacement Cost
<b>Coinsurance</b>	Agreed Amount
<b>Building Deductible</b>	\$5,000 Single Occurrence Deductible
<b>Business Personal Property Deductible</b>	\$5,000 Single Occurrence Deductible
<b>Cause of Loss Form:</b>	Special

## Limits of Insurance

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

#### 1 - 1 Fire Station

Building Value:	\$1,653,750	Business Personal Property:	\$128,353
Separate Wind Deductible: No			

#### 1 - 2 Carport

Building Value:	\$31,907	Business Personal Property:	\$0
Separate Wind Deductible: No			

Flood: \$1,000,000 Per Occurrence and Annual Aggregate \$1,000 Deductible

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

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

#### 2 - 1 Fire Station

Building Value:	\$1,653,750	Business Personal Property:	\$330,750
Separate Wind Deductible: No			

#### 2 - 2 Antenna Building

Building Value:	\$44,676	Business Personal Property:	\$1,323,000
Separate Wind Deductible: No			

#### 2 - 3 Carport

Building Value:	\$31,907	Business Personal Property:	\$0
Separate Wind Deductible: No			

Flood: \$1,000,000 Per Occurrence and Annual Aggregate \$1,000 Deductible

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

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

#### 3 - 1 Maintenance Facility

Building Value:	\$2,205,000	Business Personal Property:	\$776,394
Separate Wind Deductible: No			

Flood: \$1,000,000 Per Occurrence and Annual Aggregate \$1,000 Deductible

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

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

# PROPERTY COVERAGE



## Limits of Insurance

### 4 - 1 Fire Station

Building Value:	\$2,738,294	Business Personal Property:	\$165,375
Separate Wind Deductible: No			

### 4 - 2 Carport

Building Value:	\$31,907	Business Personal Property:	\$0
Separate Wind Deductible: No			

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

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

#### 5 - 1 Administration Building

Building Value:	\$1,512,868	Business Personal Property:	\$388,203
Separate Wind Deductible: No			

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

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### Premises 6: 7557 E. US Highway 60, Gold Canyon, AZ 85118

#### 6 - 1 Fire Station

Building Value:	\$2,597,077	Business Personal Property:	\$137,813
Separate Wind Deductible: No			

#### 6 - 2 Carport

Building Value:	\$31,907	Business Personal Property:	\$0
Separate Wind Deductible: No			

#### 6 - 3 Antenna Building

Building Value:	\$44,670	Business Personal Property:	\$1,323,000
Separate Wind Deductible: No			

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

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



# PROPERTY COVERAGE



## Limits of Insurance

### 7 - 1 Fitness Center

Building Value: \$552,459 Business Personal Property: \$137,813  
Separate Wind Deductible: No

Flood: \$1,000,000 Per Occurrence and Annual Aggregate \$1,000 Deductible

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

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

#### 9 - 1 Fire Station

Building Value: \$2,431,013 Business Personal Property: \$110,250  
Separate Wind Deductible: No

Flood: \$1,000,000 Per Occurrence and Annual Aggregate \$1,000 Deductible

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

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

#### 10 - 1 Training Building

Building Value: \$0 Business Personal Property: \$1,050,000  
Separate Wind Deductible: No

Flood: \$1,000,000 Per Occurrence and Annual Aggregate \$1,000 Deductible

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

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## Coverage Extensions Included

### Building Ordinance or Law

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

### Business Income/Extra Expense

Actual Loss Sustained; Up to 24 Months  
Applies at:  
Newly Acquired and Constructed Locations  
Non-Owned Fundraising Locations for up to 30 days; No Waiting Period  
Locations of Sirens, Antennas, Towers and Similar Structures  
Includes Increased Time Due to Enforcement of an Ordinance or Law  
Includes Civil Authority with No Mileage Restriction

**Computers and Communications Equipment** ..... \$250,000  
Broadened Causes of Loss

**Software, Data and Valuable Papers** ..... Included with No Sub-limit  
Broadened Causes of Loss

**Equipment Breakdown Coverage** ..... Included with No Sub-limit  
Heating and Cooling Systems  
Telephone Systems  
Communication Equipment  
Back-Up Generators  
Miscellaneous Electrical Equipment  
Hazardous Substance Contamination (\$250,000)

**Newly Acquired Property** ..... \$2,500,000  
Up to 180 Days  
Material, Equipment and Supplies (\$25,000)

## Coverage Extensions Included

<b>Outdoor Property</b> .....	\$300,000
Fences	
Monuments and Memorials	
Paved Surfaces such as Parking Lots and Sidewalks	
Trees, Shrubs, Plants and Lawns (\$25,000 Each)	
<b>Property In Transit</b> .....	\$50,000
Broadened Causes of Loss	
<b>Property Off Premises</b> .....	\$100,000
Broadened Causes of Loss	
<b>Uncollected Funds</b> .....	Included With No Sub-Limit
Broadened Causes of Loss	
<b>Pollutant Clean-Up</b> .....	\$150,000
<b>Debris Removal</b> .....	\$100,000
<b>Spoilage</b> .....	\$250,000
<b>Money &amp; Securities</b> .....	\$50,000
<b>Premises Expanded</b> .....	1,000 Feet
<b>Outdoor Signs</b> .....	Included With No Sub-Limit
<b>Fire Extinguishing Equipment</b> .....	Cost to Recharge; No Sub-Limit
<b>Property of Others</b> .....	Included With No Sub-Limit
Broadened Causes of Loss (Primary Coverage)	
<b>Sewer and Drain Back Up</b> .....	Included With No Sub-Limit
<b>Antiquities, Trophies &amp; Awards</b> .....	Included With No Sub-Limit

## Coverage Extensions Included

<b>Crime Reward</b>	\$25,000
<b>Additional Covered Property</b>	Building & Personal Property Limit
Not to Exceed \$500,000	
Excavations, Grading, Backfilling or Filling	
Foundations of Buildings, Structures, Machinery or Boilers	
Bulkheads, Pilings, Piers, Wharves or Docks	
Retaining Walls that are not part of a Building	
Underground Pipes, Flues or Drains	
<b>Fungus, Wet Rot, Dry Rot or Bacteria</b>	\$50,000
<b>Lock and Key Replacement</b>	\$25,000
<b>Unintentional Omission of Property</b>	\$500,000
<b>Waived Deductible</b>	Up to \$1,000
Waiver applies to not more than 3 claims across all lines in any one policy term	
Applies if previous 2 policy periods with us were loss free	
<b>Glass Deductible</b>	Waived if Only Damage
<b>Tenant Glass</b>	\$10,000
<b>Snow Removal Expense</b>	\$1,000 per Policy Period
<b>Inventory or Appraisal</b>	\$50,000
<b>Non-Owned Detached Trailers</b>	\$10,000
<b>Utility Services (Direct Damage)</b>	\$50,000
<b>False Pretense</b>	Included with No Sub-limit
<b>Garages and Storage Sheds</b>	\$10,000
Contents in Garage or Storage Shed	\$1,000
<b>Unscheduled Buildings or Structures Used by the Public</b>	\$100,000
Contents in Unscheduled Buildings or Structures Used by the Public	\$10,000

# PROPERTY COVERAGE



## Coverage Extensions Included

**Preservation of Property** .....90 Days

## Limits of Insurance

<b>General Aggregate</b>	<b>\$10,000,000</b>
<b>Products/Completed Operations Aggregate</b>	<b>\$10,000,000</b>
<b>Each Occurrence</b>	<b>\$1,000,000</b>
<b>Personal &amp; Advertising Injury</b>	<b>\$1,000,000</b>
<b>Damage to Premises Rented to You *</b>	<b>\$100,000</b>
* Damage by Fire, Lightning or Explosion	
<b>Medical Expense</b>	<b>\$5,000</b>

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

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

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

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

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

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

**Location 6: 7557 E. US Highway 60, Gold Canyon, AZ 85118**

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

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

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

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

## Coverages Included

**Non-Owned Aircraft & Watercraft**

**Owned Watercraft less than 35 feet**

**Owned Unmanned Aircraft (Drones)**

**Contractual Liability**

**Fund Raising Activities**

**Host Liquor Liability**

**Temporary Liquor Liability for Events Lasting 10 Days or Less**

**Members as Insureds**

Includes Physicians acting within the scope of their duties for Insured

**Fire and Rescue Service Liability**

Emergency Services E&O

Medical Malpractice Liability

Dispatcher's Liability

Medical Director's E&O

Good Samaritan Liability

**Emergency Services Liability - Claims Made**

Unlimited Tail Available

Full Prior Acts

Directors and Officers Liability

Spousal Liability

Estates, Heirs & Legal Representatives Liability

Employee Benefits Liability

Employment Related Practices Liability

Unintentional Release of Individually Identifiable Health Information

Outside Directorships

\$100,000 Non-Monetary Relief

# GENERAL LIABILITY

## Coverages Included

\$100,000 Defense of Suits Involving Fair Labor Standards Act



## Coverages Included

\$100,000 Fines and Penalties Related to Release of Individually Identifiable Health Info

### Pollution Liability

On-Premises

Includes Above Ground Fuel Storage Tanks

Off-Premises

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

### Fellow Member Liability

Bodily Injury and Property Damage

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

### Enhanced Property Damage

Use of Reasonable Force to Protect Persons or Property

**Bail Bonds - \$5,000**

**Your Expenses - \$1,000 per day**

### Blanket Additional Insured

Persons or Organizations - As Required by Contract

Managers, Landlords or Lessors of Premises

Lessors of Leased Equipment

### Waiver of Subrogation

**Newly Acquired/Formed Organizations - 180 Days**

**Duties in the Event of an Occurrence, Offense, Claim or Suit**

Limits Persons Required to Give Notice

### Liberalization

**Mental Anguish**

## Coverages Included

### Network Security & Data Breach Liability

Network Security & Data Breach Liability Each Event Limit	\$1,000,000
Network Security & Data Breach Liability Aggregate Limit	\$10,000,000
Network Security & Data Breach Liability Retroactive Date	03/01/2015

Provides liability coverage for third party claims or suits involving:

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

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

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

Transmission of malware from your computer system

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

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

### Privacy Event Mitigation Expense

Privacy Event Mitigation Expense Each Event Limit	\$50,000
Privacy Event Mitigation Expense Aggregate Limit	\$50,000
Privacy Event Mitigation Expense Retroactive Date	03/01/2015

Provides coverage for reasonable and necessary fees and expenses for:

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

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

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

Costs associated with notifying affected parties of the privacy event

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

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

**Type of Coverage****Limit of Insurance**  
(no deductible applies)**Employee Theft - Blanket**

\$100,000

Includes All Employees, Volunteers,  
Board Members and Treasurers

**Faithful Performance of Duty**

Included

**Coverage Extensions****Credit Card Forgery**

\$10,000

\$250 Deductible

**Limits of Insurance**

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

**Deductibles (Single Occurrence)**

<b>Emergency Apparatus Deductible</b>	<b>\$5,000</b>
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## Vehicle Schedule

<u>No.</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>	<u>ACV</u>	<u>Agreed Value</u>
1	1994	E-One	Pumper LDH	4ENBAAA81R1003125		\$197,559
2	2000	Dual	Trailer	4ZBUE0183YK000218	N/A	N/A
3	2000	Freightliner	Tanker	1FV6JLCB3YHB47326		\$160,824
4	2000	ALF	Heavy Rescue	1FVHBGA891HH52221		\$265,527
5	2000	ALF	Pumper Tanker	4Z3HAACG31RH62838		\$397,585
6	1999	ALF	Pumper LDH	4Z36ETDB1XRA87560		\$257,608
7	2001	Ford	Ambulance ALS	1FDWF36FS1ED16476		\$82,476
8	2003	Ford	Service	1FTYR10D13PA42125		\$12,736
9	2003	Ford	Service	1FTNX21P53EB39394		\$32,197
10	2002	Ford	Rehab	1FDAE55F42HB77070		\$124,894
11	2000	Chevy	First Responder	1GNCT18W1YK296091		\$24,490
12	1993	Dodge	First Responder	3B7ME33C7PM112702		\$22,029
13	2000	Chevy	First Responder	1GCCS19W3Y8196291		\$15,119
14	2000	Chevy	First Responder	1GCGK29R2YF475776		\$23,203
15	2002	Ford	First Responder	1FTSW31F22EC02470		\$58,404
16	2004	Ford	First Responder	1FTSW31P34EA50016		\$37,322
17	2004	Ford	First Responder	1FTSW31P14EA50015		\$37,322
18	2004	Pierce	Pumper	4P1CT02HX4A003776		\$510,178
19	1991	Ford	Light Rescue	1FDYK84A1MVA09065		\$39,038
20	2005	Ford	First Responder	1FTWW31P55EA66978		\$42,505
21	2005	Ford	First Responder	1FDWW37P35EA66979		\$39,085
22	2005	Ford	First Responder	1FDWW37P55EA76820		\$39,085
23	2006	Ford	First Responder	1FDWF36P86EB58656		\$33,266
24	2007	Pierce	Tanker	1HTWGAZT77J385198		\$199,160
25	2008	Ford	Service	1FTNF20568EB80594		\$17,356
26	2008	Ford	Service	3FAHP07148R141314		\$17,907
27	2008	Ford	Service	3FAHP07168R141315		\$17,907
28	2008	Pierce	Pumper LDH	4P1CU01H08A007954		\$625,902
29	2007	GMC	Heavy Rescue	1GDE5E3287F417094		\$194,123
30	2006	Ford	First Responder	1FMPU15536LA61424		\$28,642
31	2008	Pierce	Pumper LDH	4P1CU01H98A008083		\$691,966
32	2009	Ford	First Responder	1FDAW57R89EA72449		\$46,594

KEY: (X) Invalid Vin; # No Liability Coverage; \* Automatic Increase; ^ Towing; + Rental Reimbursement; > GRC; ~ Loan or Lease Gap Coverage;

## Vehicle Schedule

33	2012	Pierce	Pumper	4P1CU01D3CA012703		\$622,784	
<b>No.</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>VIN</b>	<b>ACV</b>	<b>Agreed Value</b>	
34	2012	Pierce	Pumper	4P1CU01D5CA012704		\$622,794	
35	2011	Pierce	Mini Pumper Type III	1HTWEAZRXCJ564047		\$310,304	
36	2005	Cert	Trailer	AZ272615	N/A	N/A	
37	2013	Pierce	Pmp/Tnk	4P1CU01D2DA013326		\$1,400,000	*>~
38	2014	Ford	F250	1FT7W2B67EEA92714		\$60,850	*>~
39	2014	Ford	Expedition	1FMJU1F54EEF17678		\$42,000	
40	2014	Ford	F150	1FTFW1EF3EKD62234		\$43,100	
41	2014	Ford	F150	1FTFW1EF1EKD62233		\$48,700	
42	2014	Ford	F150	1FTFW1EF5EKG08961		\$41,000	
43	2014	Ford	F150	1FTFW1EF7EKG08962		\$41,000	
44	2014	Ford	F150	1FTFW1EF9EKG08963		\$41,000	
45	2014	Ford	F150	1FTFW1EF0EKG08964		\$41,000	
46	2016	Freightliner	Tender	1FVHC5DB9GZ2324		\$408,566	*>~
47	2016	Ford	Ambulance Unit C86	1FDUF4GT4GEA39853		\$263,577	*>~
48	2016	Ford	Ambulance Unit C87	1FDUF4GT8GEA39855		\$263,577	*>~
49	2016	Ford	Ambulance Unit C88	1FDUF4GT6GEA39854		\$263,577	*>~
50	2016	Ford	Ambulance Unit C89	1FDUF4GTXGEA39856		\$263,577	*>~
51	2016	Ford	Ambulance Unit C90	1FDUF4GT4GEA45474		\$263,577	*>~
52	2016	Ford	F150	1FTEW1EF7GFA56001		\$43,000	
53	2016	Ford	F150	1FTFW1EF3GFA56002		\$63,796	

KEY: (X) Invalid Vin; # No Liability Coverage; \* Automatic Increase; ^ Towing; + Rental Reimbursement; > GRC; ~ Loan or Lease Gap Coverage;

## **Included Coverages**

**Scheduled Vehicles**

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

**Hired / Borrowed Vehicles**

**Members as Insureds**

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

No Sub-Limit Within 250 Miles

\$2,500 Beyond 250 Miles

**\$0 Glass Deductible for Vehicles Carrying Physical Damage**

**Fellow Member Liability**

**Automatic Increase for Agreed Value Vehicles**

6% Per Year

**Damage to Non-Owned Buildings You Occupy**

**Garage Liability**

**Damage to Customer's Autos \$50,000**

**Pollution Liability**

For Pollutants Used in Emergency Operations

**Waived Deductible**

Up to \$1,000

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

Applies if previous 2 policy periods with us were loss free

Waived deductible applies in excess of the mandatory minimum deductibles of \$50 for comprehensive and \$100 for collision

**Accidental Discharge of an Airbag for Vehicles Carrying Physical Damage**

**Enhanced Property Damage**

Use of Reasonable Force to Protect Persons or Property

**Bail Bonds - \$5,000**

**Your Expenses - \$1,000 per day**

**Blanket Additional Insured**

Persons or Organizations - As Required by Contract

## **Included Coverages**

**Waiver of Subrogation**

**Duties in the Event of an Accident, Claim, Suit or Loss**

Limits Persons Required to Give Notice

**Mental Anguish**

**Waiver of Immunity**

Applicable to Property Damage Claims of up to \$250,000



## Physical Damage Coverage Information

### For Agreed Value Vehicles We Pay the Lesser of:

#### 1. Agreed Value

Constructive Total Loss if Repair Cost Equals 75% of Agreed Value

#### 2. Actual Replacement Cost

Including the Cost to Update to Current Standards

#### 3. Repair Cost

Including Up to 50% Extra to Update Damaged Parts to Current Standards

Including the Cost to Recertify

### For Actual Cash Value Vehicles We Pay:

#### 1. Actual Cash Value

Including the RCV for Special Paint, Decals and Equipment

Including the Cost to Update to Current Standards

### For Guaranteed Replacement Cost Vehicles We Will Increase the Agreed Value to Whatever Amount is Necessary to Equal the Lesser of:

#### 1. Cost of a New Apparatus

Including the Cost to Update to Current Standards

#### 2. Actual Amount Spent for Repair or Replacement

KEY: (X) Invalid Vin; # No Liability Coverage; \* Automatic Increase; ^ Towing; + Rental Reimbursement; > GRC; ~ Loan or Lease Gap Coverage;

## Coverage Extensions

### **Member's Autos**

Non-Emergency:

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

Emergency:

Lesser of Cost to Repair, or ACV

Plus Towing and Rental Reimbursement \$40/day for 30 Days

### **Rental Reimbursement\***

Up to \$15,000 in 90 Day Period

### **Rental Reimbursement - Member's Auto\***

Up to \$40 Per Day for 30 Days

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

For Up to 6 Months

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

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

For Up to 60 Days

Adjusted Like Vehicles Scheduled with Agreed Value

### **\$500,000 Hired Vehicles\***

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

### **\$25,000 Vehicle Debris Removal\***

### **Commandeered and Impounded Vehicles**

Primary Coverage

Actual Cash Value or Legal Liability - Whichever is Greater

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

Loss of Use and Income

Includes Member's Autos

### **Property on Loan\***

From Federal Excess Property Program or Firefighter Property Program

Actual Cash Value or Cost to Repair or Replace - Whichever is Less

## Coverage Extensions

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

## Coverage Options

Optional UIM: \$1,000,000 Limit  
Additional premium: \$3,258.00

## Limits of Insurance

<b>Valuation</b>	Guaranteed Replacement Cost
<b>Deductible (Single Occurrence)</b>	\$2,500

## Coverage Extensions

### Commandeered and Impounded Property

Primary Coverage

Actual Cash Value or Legal Liability - Whichever is Greater

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

Loss of Use and Income

Includes Member's ATV's, Watercraft, Golf Carts and Snowmobiles

### Member's Personal Property

Cost to Repair or Replace

\$0 Deductible

Includes ATV's, Watercraft, Golf Carts and Snowmobiles

<b>Patient's Property</b>	\$50,000
<b>Computers in Transit</b>	\$25,000
<b>Rental Reimbursement</b>	\$10,000
<b>Cost to Recertify</b>	\$10,000
<b>Permanently Installed Property Off Premises</b>	\$200,000
<b>Equipment Breakdown Coverage</b>	Included
<b>Drones</b>	\$25,000
<b>Additional Living Expenses - Members</b>	Up to \$1,000
<b>Deductible Reimbursement - Members</b>	Up to \$1,000
Damage to Member's Primary Residence	
Responding to, while at or returning from an emergency	
<b>Waived Deductible</b>	Up to \$1,000
Waiver applies to not more than 3 claims across all lines in any one policy term	
Applies if previous 2 policy periods with us were loss free	

# UMBRELLA LIABILITY

## Limits of Insurance

<b>Aggregate*</b>	<b>\$20,000,000</b>
<b>Each Occurrence</b>	<b>\$10,000,000</b>
<b>Personal &amp; Advertising Injury</b>	<b>\$10,000,000</b>
<b>Self Insured Retention</b>	<b>None</b>

\* Auto Liability claims are not subject to the aggregate limit

## Excess Over

### **Automobile Liability**

- Fellow Member Liability
- Garage Liability

### **General Liability**

- Non-Owned Aircraft & Watercraft
- Owned Watercraft up to 35 feet
- Owned Unmanned Aircraft (Drones)
- Contractual Liability
- Host Liquor Liability
- Fellow Member Liability
- Temporary Liquor Liability

### **Emergency Services Liability**

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

### **Pollution Liability**

### **Fire and Rescue Service Liability**

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

## **Excess Over**

### **Network Security and Data Breach Liability**

### **Employer's Liability**

Excess coverage is subject to approval of underlying policy limits and carrier rating.



McNeil & Co.'s commitment to our client doesn't end with our comprehensive, industry-tailored policies. More than any other insurance company, we want to help you mitigate risk, increase safety, and control losses. We are proud to offer a variety of valuable Risk Management Services with every policy we write.

## ESIP RISK MANAGEMENT SERVICES

- Designated Account Safety Specialist
- Wheelchair Van Safety & Security Checklist
- Motor Vehicle Record (MVR) Reviews
- Sample Policies & Policy Reviews
- Hazardous Materials & Incident Command Pocket Guides
- Specialized Safety Forms, Checklists, and Self-Inspection Sheets
- Driver Training & Evaluation Info, including EVOC, accident investigation guides, etc.
- Risk Management Surveys & Recommendations, to help identify potential areas of loss
- Employment Practices Hotline
- Alcohol Server Training
- Safe Patient Handling Training
- Sample Liability Waivers
- Safety Posters

## Don't Forget About



E-Learning is our internet-based training and tracking management platform with instant, 24/7 access to a wide range of courses. This platform enables your members to access vital information and training anywhere with an internet connection, including via most mobile devices. Our management tools empower your organization's leaders to create customized training programs, track user activity, and easily maintain detailed records. We also offer document dropbox for uploading your own policies and training materials. Training specialists are available to help set up E-Learning for your organization, lead system walkthroughs and tutorials, and provide technical support. Best of all, these services come at no additional cost to you!

**For more information on our Risk Management Services or E-Learning,  
visit [esip.com](http://esip.com) or call 1-800-822-3747 ext. 176.**

# PREMIUM SUMMARY

## Policy Premium

Commercial Package	Included
Commercial Inland Marine	Included
Commercial Umbrella	Included
<b>Total (Including Terrorism):</b>	<b>\$123,738</b>

*- 2090 terrorism*  
*\$121,648*

## Policy Fees

Arizona Automobile Theft Authority Fee	\$53.00
<b>Total:</b>	<b>\$53.00</b>

## Additional Coverage Lines Available

Accident & Health	
Group Life	
24hr AD&D (See Page 3)	\$897.00

## Appendix C

### b) Possible adoption of a contract for collection agency.

#### **Submitted By:**

Fire Chief Paul Bourgeois  
Assistant Chief Mike Farber

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

On January 4, 2016 SFMD launched our new Transportation Services Division. Intermedix was selected as our billing company. With any billing service some accounts are not paid and must be referred to collections.

Based on Intermedix's recommendation and other agencies positive experiences with Professional Credit Service (PCS) it is recommended that the District sign a one year contract selecting them as our collection agency for transportation services billing.

#### **Financial Impact/Budget Line Item:**

PCS will receive 21% of all bad debt collected and will return to the District 79%

#### **Staff Recommendation:**

Staff recommends to approve the contract with Professional Credit Service as the district's collection agency.

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

Contract



**Go to Item 5**

**Go to Agenda**

# COLLECTION SERVICE AGREEMENT



A HAWES FINANCIAL GROUP COMPANY

## A. PARTIES AND RECITALS

- a. This Agreement is entered into this 5th day of January, 2016 (Effective Date) between Ray Klein, Inc., doing business as Professional Credit Service, (Professional), a Washington Corporation, and **Superstition Fire & Medical District** (Client), an Arizona Governmental Entity, collectively "the Parties."
- b. Client is the owner, or represents the owner, of certain delinquent accounts that Client desires to collect, and Client wishes to retain the services of Professional for that purpose;
- c. Professional is a licensed collection agency; and
- d. In consideration of the mutual promises and for valuable consideration, the Parties hereby agree as follows:

## B. DEFINITIONS

- a. **ACCOUNTS:** accounts receivable due and owing to Client.
- b. **ACKNOWLEDGMENT:** Written or electronic receipt of the referral or assignment of Client's accounts to Professional.
- c. **ASSIGNMENT:** A transfer of Client's rights and interest in Accounts for collection or management under the terms of this Agreement
- d. **CLIENT TOOLS:** Professional's proprietary client web portal, which is used for listing and acknowledging accounts, reporting payments, requesting cancellation and hold of accounts, client remittance, and financial and recovery reporting.
- e. **CREDIT REPORTING AGENCY:** Agencies that engage in assembling and evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties.
- f. **REFERRAL:** A transfer of accounts for collection or management to Professional as agent under the terms of this agreement.
- g. **CONFIDENTIAL INFORMATION:** All non-public information protected by law, contract, policy, as a trade secret or which is otherwise of value or proprietary to Client or Professional and shared with or learned by a Professional or Client to this Agreement while performing the requirements of this Agreement.

## C. RELATIONSHIP OF PARTIES

- a. **INDEPENDENT CONTRACTOR:** Professional shall perform under this Agreement as an independent contractor, not as an employee, agent or servant of Client, and nothing herein contained shall be construed to be inconsistent with this relationship or status. Professional acknowledges that its agents, employees, and servants are not entitled to benefit from Client as employees of Client.

## D. RESPONSIBILITIES OF PROFESSIONAL

- a. **GOOD FAITH:** Professional shall exercise due diligence and good faith in collection of assigned accounts.
- b. **AGENCY CONDUCT & PROFESSIONALISM:** Professional shall work diligently to conduct its business in conformity with all state and federal laws pertaining to providing and maintaining collection agency functions. Professional shall maintain the highest standards of ethical practice and professionalism. Professional shall make reasonable efforts to protect Client's image while performing collection activities.

- c. **LICENSES & BOND:** Professional has to its best knowledge obtained all licenses and permits required by law, has posted all bonds required by law, has complied with all laws and governmental regulations required of collection agencies and is a duly licensed.
  - d. **ACCOUNT ACKNOWLEDGMENT:** Professional will Acknowledge referral of account to Client via Client Tools or electronically in a mutually agreeable format. Professional reserves all discretion to accept referrals.
  - e. **CLIENT TOOLS ACCESS AND TRAINING:** Professional will provide access to and training for Client Tools for client to:
    - i. Administer Client user Accounts on Client Tools
    - ii. Communicate with Professional
    - iii. Upload and download electronic data between Client and Professional
    - iv. Upload new Accounts
    - v. Request Cancellation and holds on Accounts
    - vi. Report payments made directly to Client
    - vii. View real time Account and reporting Information
    - viii. View information regarding Accounts
  - f. **TRUST REMITTANCE:** Professional shall remit to Client on a monthly basis, Client funds (net of monies owed to Professional) via Automatic Clearing House (ACH) payments into a Money Market or Demand Deposit account belonging to and designated by Client. Professional will provide remittance advice and notification electronically through Client Tools. Professional shall retain discretion of the posting order of monies on Client Account(s).
  - g. **RECORD RETENTION & INSPECTION:** Professional shall to the best of its knowledge maintain records in reasonable accordance with generally accepted accounting principles and all laws and governmental regulations required of collection agencies. Professional shall make such records relating to the collection activity of Client's accounts available to Client for audit or inspection and available to those parties authorized in writing by Client.
  - h. **CREDIT REPORTING:** Professional reports consumer credit information to credit reporting agencies at the sole discretion of Professional. Client may request that Client Accounts listed with Professional not be reported to credit reporting agencies. Professional shall handle disputes and verification of debt in accordance with the requirements of Federal and state credit reporting laws and as required by credit reporting agencies.
  - i. **HIPAA COMPLIANCE:** Professional agrees to maintain compliance policies with regard to HIPAA privacy legislation. Professional agrees to refrain from using or disclosing, and to use appropriate safeguards to prevent improper use or disclosure of protection health information to third parties other than as permitted by the Agreement and any Business Associate Agreement between Client and Professional. Professional agrees, upon request, to enter into a Business Associate Agreement with Client that is consistent with the terms of this Agreement.
- a. **ORGANIZATION:** Client represents that Client's name in Section A.1 is Client's legal name, and that Client is an Individual or duly registered business entity in the State listed Section A.1 Client shall notify Professional of material changes to Client's legal structure or name changes within a reasonable period of time.
  - b. **ACCOUNT INFORMATION:** Client shall provide Professional with all account information necessary to accommodate collection functions. Client shall also promptly notify Professional of any payments or changes that affect the amount owed or nature of accounts on account(s) assigned to Professional.

## E. RESPONSIBILITIES OF CLIENT



- c. **DOCUMENTS:** For Professional to provide services, Client agrees to:
  - i. provide terms and conditions (including but not limited to Account interest rates) of all Accounts and the documentation to support the terms and conditions, and
  - ii. promptly provide updated copies of any updated terms and conditions.
    - a. Client warrants that the Account documents provided under this Agreement are accurate, legal, and the most current version of the terms and conditions for each Account.
- d. **ACCOUNT VERIFICATION:** Upon Acknowledging an Account, Client hereby warrants that Client reviewed each account prior to listing that Account with Professional, and that each Account is presently due, and that Client has taken no action prior to listing the Account which would impair the collection of the account.
- e. **ACCOUNT ITEMIZATION, DOCUMENTATION AND WITNESSES:** Client shall provide additional Account itemization, documentation, and witnesses as necessary for the purpose of verification and validation of debts and/or legal actions in pursuit of collecting Accounts. In the event Client is unable to locate and/or deliver necessary account itemization and/or documentation, Client shall provide as necessary an affidavit sufficient to support verification or validation of amount due and owing. Client shall promptly sign individual Account assignments upon Professional's request, as necessary for Professional to collect Client's accounts.
- f. **PAYMENT OF INVOICES:** Client shall remit to Professional all amounts owing within 30 days of the date of the invoice. Professional may deduct amounts owed over 30 days from any remittance due.
- g. **AUTHORIZED REPRESENTATIVE:** Client shall designate in Client Tools authorized representatives or agents that have authority to make decisions regarding Client Accounts. Client shall be responsible for updating authorized representatives.

## F. MUTUAL RESPONSIBILITIES

- a. **INDEMNIFICATION:** Professional agrees to defend, indemnify and hold Client harmless against any and all losses, expenses, damages, claims, and actions, provided said claims and causes of action arise out of the collection efforts of Professional and those representing or acting on behalf of Professional. Client agrees to defend, indemnify, and hold Professional harmless against any and all losses, expenses, damages, claims, and actions, which arise out of the actions of Client, its directors, officers, members, managers, affiliates, partners, agents, servants, and employees.
- b. **CONFIDENTIALITY:** It is understood and agreed by Professional and Client that this Agreement is confidential. Professional and Client shall not, without written consent, unless required by law, divulge any part of this Agreement. This includes, without limitation, the commission rate and any other information that a reasonable person would expect to be held in confidence. Each Party agrees that neither it nor its staff will: a) copy or remove any Confidential Information from the disclosing Party's premises; b) use any Confidential Information for its benefit or the benefit of any third party without the disclosing Party's prior written consent.
- c. **CONFIDENTIAL INFORMATION:** Each Party will maintain the confidentiality of all Confidential Information and safeguard it against loss or disclosure. The Parties' obligations pursuant to this section shall survive termination of this Agreement. The Parties' rights for breach of this Section shall survive termination of this Agreement. In the event of a breach of this Section, the non-breaching party will be entitled to injunctive relief in addition to all other remedies provided for under this Agreement or available at law.
- d. **NO SOLICITATION:** During the term of this Agreement and continuing for a period of six (6) months thereafter, Client agrees not to knowingly solicit, employ or attempt to solicit or employ in any

capacity, either directly or indirectly, any employee of Professional or otherwise directly or indirectly solicit or induce such person to leave his or her employment.

## G. ASSIGNMENT OF ACCOUNTS

- a. **EFFECTIVE DATE OF ASSIGNMENT:** Referral of an account by Client to Professional shall become effective as an assignment upon Acknowledgment.
- b. **MASTER ASSIGNMENT AGREEMENT:** Client will from time to time refer Accounts to Professional for collection. Upon Acknowledgment of such referral the Account shall become effective as an assignment of such Account as though a separate written assignment had been executed and delivered assigning such Account by Client to Professional. Professional may request additional assignment forms for business purposes and Client agrees to sign such assignment forms that are consistent with this Agreement. For valuable consideration received under this Agreement, and subject to the Termination and Cancellation provisions of this Agreement, Client grants, assigns and transfers and sets over all of Client's rights, title and interest to the Accounts including but not limited to principal, interest, costs and fees to Professional, and authorizes Professional to enforce any of Client's rights to compromise and settle said debts within Professional's delegated authority, and to endorse and collect any money order, check or other instrument received in Client's name for payment for said debts.

## H. COLLECTION AUTHORITY

- a. **COLLECTION AUTHORITY:** Professional shall have full power and authority to endorse and collect any check, money order, and other instrument in payment of any Accounts referred to Professional. Professional shall have authority to institute legal collection action on any Account assigned by Client and to bring such legal action in the name of Professional. Any agreement agreeing otherwise regarding a specific individual Account shall not invalidate the power and authority detailed in this section.
- b. **FORWARD AUTHORITY:** Professional may, at its discretion, forward Client Accounts to an external collection agent, agency, or attorney to enforce collection.

## I. PAYMENTS

- a. **FUNDS RECEIVED BY PROFESSIONAL:** Professional shall deposit all funds collected on Client's behalf less amounts due to Professional by Client, into a dedicated client trust account. Professional shall remit monthly, via ACH, amount owed to Client.
- b. **FUNDS RECEIVED BY CLIENT:** Client shall promptly notify Professional of any monies paid directly to Client on any Account previously referred to Professional. For each such payment made directly to Client, Professional shall be authorized to retain and deduct from client trust remittance the applicable amount due.

## J. COMPENSATION AND COSTS

- a. **FULL COLLECTION SERVICE:** A commission rate of twenty-one percent (21%) shall be paid to Professional for services rendered under this Agreement on principal payments received by either Professional or Client, with the exception of subsections b, c and d below.
- b. **LEGAL & FORWARDING COLLECTION SERVICE:**
  - i. A commission rate of thirty percent (30%) shall be paid to Professional on principal payments received on referred Accounts that Professional has filed a court action or has incurred legal expense.
  - ii. A commission rate of thirty percent (30%) shall be paid to Professional on principal payments received on referred Accounts



that Professional has forwarded to a collection agent, agency, investigator, or attorney to enforce collection.

- iii. A commission rate of thirty percent (30%) shall be paid to Professional on principal payments received on referred Accounts that result in participation in any court action, including but not limited to probate, a small estate, claims, or bankruptcy.

c. **SECOND PLACEMENT ACCOUNTS:** A commission rate of thirty percent (30%) shall be paid to Professional on principal payments received by either Professional or Client on referred accounts that have been previously referred by other collection agencies.

d. **COSTS & LEGAL FEES:** Professional shall pay its own costs, court costs, and legal fees associated with the collection of Accounts pursuant to this Agreement. Professional shall retain all attorney fees, court costs, interest and other fees expended in collection of Accounts.

**K. CANCELLATION POLICY:** Client shall have the right to cancel, at no expense to Client, assignment of Accounts that are assigned in error except for Accounts that Professional has expended legal fees and/or Accounts where payment is promised. Accounts shall not be cancelled until Professional's amounts owed are reimbursed and paid.

**L. TERMINATION:** This Agreement shall be effective as of the date first shown above and continue in effect until terminated. If Professional breaches any provision of this Agreement and if such breach is not cured within a reasonable period after receiving written notice from Client specifying such breach in reasonable detail, Client shall have the right to terminate this Agreement by giving written notice. Either Party may terminate this Agreement by giving at least thirty (30) days prior written notice of intent to terminate and therefore cancel all Accounts with Professional; however, accounts cancelled by Client are subject to the above Cancellation Policy in Section K.

#### M. MISCELLANEOUS

a. **ENTIRE AGREEMENT:** This Agreement, including any attachments, constitutes the entire Agreement and supersedes all prior agreements and understandings, both written and oral, between Professional and Client with respect to the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by the Parties or their respective successors and assignees, if any. A waiver of any provision of this Agreement must be signed by the Party against whom enforcement of that waiver is sought. No waiver of any right or obligation under this Agreement by any Party on any occasion shall be deemed to operate as a waiver on any other occasion.

b. **SEVERABILITY:** It is understood, and agreed, by Professional and Client that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of Professional and Client shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

c. **LIMITATION OF LIABILITY:** Professional's total liability for damages (regardless of the form of action, whether in contract, tort, strict liability or otherwise) that results or arises, directly or indirectly, out of or in any relation to this Agreement will in no event exceed the aggregate amount paid by Client for Services for the three (3) months immediately preceding the month in which such claim occurred.

d. **TRANSFER:** The Parties' rights and responsibilities pursuant to this Agreement inure to each Party's successors and assigns.

e. **GOVERNING LAW & VENUE:** This Agreement shall be governed and construed in accordance with the laws of the state of Washington, and the obligations, rights and remedies of the Parties hereunder shall be determined in accordance with the laws of the state of Washington. Professional and Client each irrevocably consent to the exclusive jurisdiction and venue of any state court within Clark County,

Washington, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein.

f. **COUNTERPARTS:** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one of the same instrument.

g. **NOTICES:** Notices by Professional and Client about this Agreement must be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

To Professional:  
Professional Credit Service  
VP of Client Services  
P.O. Box 87940  
Vancouver, WA 98687

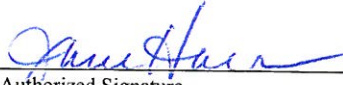
To Client:  
Superstition Fire & Medical  
District  
Attn: Mike Farber  
565 N Idaho Rd  
Apache Junction, AZ 85119

h. **COURT COSTS & EXPENSES:** The prevailing Party shall be entitled to reasonable attorney fees and court costs incurred by reason of enforcing any of the provisions of this Agreement at trial and on appeal. In the event Professional is required to enforce collection of amounts owing from Client, Professional will be entitled to a collection fee of twenty-five percent (25%) in addition to delinquent amounts owing.

i. **SECTION HEADINGS:** Section headings are for convenient reference only and will not affect the meaning or interpretation of any provisions of this Agreement.

j. **AUTHORITY:** The individuals executing this Agreement represent and warrant that they are authorized to execute this Agreement on behalf of the Parties hereto.

#### PROFESSIONAL CREDIT SERVICE

  
Authorized Signature  
1/7/2015  
Date  
Jane Harden Vice President Client Services  
Print Name & Title

#### SUPERSTITION FIRE & MEDICAL DISTRICT

\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Print Name & Title