

Superstition Fire and Medical District

Board of Directors

May 18, 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

PURSUANT TO A.R.S. §38.431.02

Notice is hereby given to the general public that the Superstition Fire & Medical District Governing Board will hold a meeting on **Wednesday, May 18, 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 4:00 p.m. local time.

AGENDA:

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

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

1. Review and approval of the April 2016 financial reports and bank reconciliations.
(BOD #2016-05-01)
2. Recognition of employee performance, achievements, and special recognition for community members.
(BOD #2016-05-02)
3. Call to the Public.
A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.
4. Consideration and possible approval of all consent agenda items as listed below:
(BOD #2016-05-03)
 - a) Board Meeting Minutes from April 20, 2016
 - b) United Healthcare Medical Insurance contract for FY 2016/2017
 - c) Principal Financial Group Dental Contract Addendum for FY 2016/2017
 - d) Vision Services Plan (VSP) Contract for FY 2016/2017
 - e) Group Life / Accident Death, and Dismemberment (AD&D), Voluntary Short Term Disability (VSTD), Voluntary Long Term Disability (VLTD) Insurance Contract with The Standard for FY 2016/2017.
 - f) State Forester Intergovernmental Agreement
5. Presentation and discussion regarding the *State of the City of Apache Junction* and information on Home Rule, special guest City Manager Bryant Powell: **(BOD #2016-05-04)**
6. Discussion, consideration, and possible action regarding the development of the Fiscal Year 2016/2017 Revenue and Expenditure Budget and adoption of Resolution 2016-03. **(BOD #2016-05-05)**
7. Discussion and possible approval of Resolution 2016-04: Call for Election. **(BOD #2016-05-06)**
8. Discussion and possible approval of Resolution 2016-05: Election Workers. **(BOD #2016-05-07)**
9. Discussion and possible approval of Resolution 2016-06: Precincts and Polling Places. **(BOD #2016-05-08)**
10. Discussion and possible presentation regarding a Labor Memorandum of Understanding (MOU) at the request of the Governing Board of Directors. **(BOD #2016-05-09)**
11. Senior Leadership Team Reports **(BOD #2016-05-10)**
 - a) Fire Chief
 - b) Emergency Services
 - c) Technical & Community Services
 - d) Administrative Services
 - e) Financial Services



12. Announcements (**BOD #2016-05-n/a**)

13. Adjourn (**BOD #2016-05-11**)

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

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

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

Posted on May 16, 2016

At: 1415 Hours

By: Jasmin Jones

The Superstition Fire & Medical District (SFMD) Administrative Office Board Meeting Room is accessible to the handicapped. In compliance with the American with Disabilities Act (ADA), those with special needs, such as large-type face print or other reasonable accommodations may request those through the SFMD Administration Office (480-982-4440) at least twenty-four hours before the board meeting.



Governing Board Meeting – May 18, 2016

Agenda Item: 1

BOD#: 2016-05-01

Agenda Item Title:

Review and approval of the April 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 April 2016 financial reports and bank reconciliations."



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

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

Jeff Cross, Board Chairman

Date



Governing Board Meeting – May 18, 2016

Agenda Item: 2

BOD#: 2016-05-02

Agenda Item Title:

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

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

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

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

N/A

May Service Anniversaries:

14 Years of Service
Firefighter Paul Garcia
Fire Engineer Rob VandeKrol
Firefighter / Paramedic Stephan Wagner
3 Years of Services
Finance Director Roger Wood



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Governing Board Meeting – May 18, 2016

Agenda Item: 3

BOD#: 2016-05-n/a

Agenda Item Title:

Call to the Public

A.R.S. §38-431.01(H):

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

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

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

Background / Discussion:

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

Scheduled:

None



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Governing Board Meeting – May 18, 2016

Agenda Item: 4

BOD#: 2016-05-03

Agenda Item Title:

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

- a) Board Meeting Minutes from April 20, 2016 – **Appendix A**
- b) United Healthcare Medical Insurance Contract for FY 2016/2017. – **Appendix B**
- c) Principal Financial Group Dental Contract Addendum for FY 2016/2017 – **Appendix C**
- d) Vision Services Plan (VSP) Contract for FY 2016/2017 – **Appendix D**
- e) Group Life / Accident Death, and Dismemberment (AD&D), Voluntary Short Term Disability (VSTD), Voluntary Long Term Disability (VLTD) Insurance Contract with The Standard for FY 2016/2017 – **Appendix E**
- f) State Forester Intergovernmental Agreement

Background/Discussion:

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

Recommended Motion:

“Motion to approve the consent agenda items for May 18, 2016.”



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Governing Board Meeting – May 18, 2016

Agenda Item: 5

BOD#: 2016-05-04

Agenda Item Title:

Presentation and discussion regarding the *State of the City of Apache Junction* and information on Home Rule, special guest City Manager Bryant Powell.

Submitted By:

City Manager Bryant Powell

Background/Discussion:

Presentation and discussion with Bryant Powell, city manager for the city of Apache Junction, on the 'State of the City' and information on Home Rule.

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

N/A



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Governing Board Meeting – May 18, 2016

Agenda Item: 6

BOD#: 2016-05-05

Agenda Item Title:

Discussion, consideration, and possible action regarding the development of the Fiscal Year 2016/2017 Revenue and Expenditure Budget and adoption of Resolution 2016-03.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background/Discussion:

A Tentative Fiscal Year 2016/2017 Revenue and Expenditure Budget is scheduled to be adopted at this board meeting in correlation with the opening of a 20-day public comment period. At the December 16, 2015 meeting, the Board approved a special board meeting for Wednesday, July 13, 2016 to formally adopt the Fiscal Year 2016/2017 budget.

During this meeting, the Board will be presented with a budget that may still be modified and adjusted as the Board decides. It is suggested that the Board adopt a tentative budget by adopting Resolution 2016-03 at this meeting after any adjustments, changes, or other modifications. This allows sufficient time for staff to post the budget as required by law and meet timelines necessary for allowing at least 20-day public review and comment period.

The budget the staff is presenting represents a tax rate of \$3.25 per hundred dollars of secondary valuation for District operations. The \$0.22 special Bond assessment remains the same.

In December, the Board set the public hearing and adoption of the final budget for July 13, and decided to use the July 13 meeting as the regular monthly meeting for July 2016.

Staff Recommendation:

Approval of the Tentative FY 2016/2017 Budget

Financial Impact:

N/A

Enclosure(s):

Resolution 2016-03: Adopting a Tentative Budget for FY 2016/2017
Fiscal Year 2016/2017 Tentative Budget – Under Separate Cover

Recommended Motion:

"Motion to Adopt Resolution 2016-03 adopting a tentative budget in the amount of \$_____ for the fiscal year beginning July 1, 2016 and ending June 30, 2017 and giving notice to the public of the tentative budget, as well as a time and place for a public meeting to hear comments prior to final adoption of the budget as required by law."



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Governing Board Meeting – May 18, 2016

Agenda Item: 7

BOD#: 2016-05-06

Agenda Item Title:

Discussion and possible approval of Resolution 2016-04: Call For Election.

Submitted By:

Fire Chief Paul Bourgeois

Executive Assistant / Board Secretary Jasmin Jones

Background/Discussion:

This resolution is necessary to call for an election to be held on November 8, 2016 for the purpose of electing three individuals to serve as board directors for a four year term. Staff will publish the required Call for Election in a local paper on June 27, 2016 and July 4, 2016.

The minimum number of signatures to be on the ballot for SFMD Board is 154 with the maximum number of 250 signatures, the cost is \$0.75 per registered voter. In addition, a letter will be sent to both Pinal and Maricopa County Elections Department and the Board of Supervisors, notifying them of our interests to hold an election in November for the three board seats. The letter is required per ARS § 16-205 and is due by May 31, 2016.

The candidate filing dates are July 11, 2016 through August 10, 2016.

Staff Recommendation:

Approval of Resolution 2016-04: Election Workers

Financial Impact:

N/A

Enclosure(s):

Resolution 2016-04: Call For Election

Recommended Motion:

"Motion to approve Resolution 2016-04: Call For Election, and to hereby call for an election to be held on November 8, 2016 for the purpose of electing three individuals to serve as board directors for a four year term."



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RESOLUTION 2014-04
Superstition Fire & Medical District
CALL FOR ELECTION

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, CALLING FOR AN ELECTION OF BOARD OF DIRECTORS.

WHEREAS, it is required by the State Statutes, that the Fire District serve as its own election district and comply with applicable federal, state, and county statutes, and;

WHEREAS, the terms of three existing board directors will expire in December of 2016.

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

To hereby call for an election to be held on November 8, 2016 for the purpose of electing three individuals to serve as board directors for a four year term.

The last day to register to vote in this election shall be October 10, 2016. The last day to file nominating petitions with the Clerk of the Board of Supervisors of Pinal County, in Florence, Arizona, for the positions of board director is August 10, 2016 no later than 5:00 p.m.

PASSED AND ADOPTED THIS EIGHTEENTH OF DAY OF MAY 2016 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Jeff Cross, Board Chairman

Gene Gehrt, Board Clerk

Jason Moeller, Board Director

Charlie Fox, Board Director

Todd House, Board Director

Governing Board Meeting – May 18, 2016

Agenda Item: 8

BOD#: 2016-05-07

Agenda Item Title:

Discussion and possible approval of Resolution 2016-05: Election Workers.

Submitted By:

Fire Chief Paul Bourgeois

Executive Assistant / Board Secretary Jasmin Jones

Background/Discussion:

This resolution is required to designate the county's election workers as the Fire District's election workers.

Staff Recommendation:

Approval of Resolution 2016-05: Election Workers

Financial Impact:

N/A

Enclosure(s):

Resolution 2016-05: Election Workers

Recommended Motion:

"Motion to approve Resolution 2016-05: Election Workers, designating that the Fire District's election workers shall coincide with, and be, the election workers utilized by Pinal County."



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RESOLUTION 2014-06
Superstition Fire & Medical District
ELECTION WORKERS

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT TO DESIGNATE THAT THE FIRE DISTRICT'S ELECTION WORKERS SHALL COINCIDE WITH, AND BE, THE ELECTION WORKERS UTILIZED BY PINAL COUNTY

WHEREAS, it is now required by State Statutes, that the Fire District serve as its own election district and comply with applicable federal, state, and county statutes, and;

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

That the Superstition Fire & Medical District appoints the Election Workers being utilized by Pinal County as the District's Election Workers.

PASSED AND ADOPTED THIS EIGHTEENTH OF DAY OF MAY 2016 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Jeff Cross, Board Chairman

Gene Gehrt, Board Clerk

Jason Moeller, Board Director

Charlie Fox, Board Director

Todd House, Board Director

Governing Board Meeting – May 18, 2016

Agenda Item: 9

BOD#: 2016-05-08

Agenda Item Title:

Discussion and possible approval of Resolution 2016-06: Precincts and Polling Places.

Submitted By:

Fire Chief Paul Bourgeois

Executive Assistant / Board Secretary Jasmin Jones

Background/Discussion:

This resolution is required to designate the county's precincts and polling places within the District as the SFMD precincts and polling places as well.

Staff Recommendation:

Approval of Resolution 2016-06: Precincts and Polling Places

Financial Impact:

N/A

Enclosure(s):

Resolution 2016-06: Precincts and Polling Places

Recommended Motion:

"Motion to approve Resolution 2016-06: Precincts and Polling Places that the Superstition Fire & Medical District's Precincts and Polling Places, which are within the boundaries of the fire district, shall coincide with those of Pinal County."



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RESOLUTION 2014-06
Superstition Fire & Medical District
ELECTION WORKERS

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT TO DESIGNATE THAT THE FIRE DISTRICT'S ELECTION WORKERS SHALL COINCIDE WITH, AND BE, THE ELECTION WORKERS UTILIZED BY PINAL COUNTY

WHEREAS, it is now required by State Statutes, that the Fire District serve as its own election district and comply with applicable federal, state, and county statutes, and;

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

That the Superstition Fire & Medical District appoints the Election Workers being utilized by Pinal County as the District's Election Workers.

PASSED AND ADOPTED THIS EIGHTEENTH OF DAY OF MAY 2016 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Jeff Cross, Board Chairman

Gene Gehrt, Board Clerk

Jason Moeller, Board Director

Charlie Fox, Board Director

Todd House, Board Director

Governing Board Meeting – May 18, 2016

Agenda Item: 10

BOD#: 2016-05-09

Agenda Item Title:

Discussion and possible presentation regarding a Labor Memorandum of Understanding (MOU) at the request of the Governing Board of Directors.

Submitted By:

Governing Board

Background/Discussion:

The Governing Board of Directors requested Labor present an Memorandum of Understanding during the April 20, 2016 Board Meeting (BOD #.206-04-05). Chairman Cross directed Staff to add this agenda item to the May 18, 2016 Board Agenda.

Staff Recommendation:

N/A

Financial Impact:

N/A

Enclosure(s):

N/A

Recommended Motion:

NA



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Governing Board Meeting – May 18, 2016

Agenda Item: 11

BOD#: 2016-05-10

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 April 2016

Governing Board Meeting – May 18, 2016

Agenda Item: 12

BOD#: 2016-05-n/a

Agenda Item Title:

Announcements

Background / Discussion:

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

Governing Board Meeting – May 18, 2016

Agenda Item: 13

BOD#: 2016-05-11

Agenda Item Title:

Adjournment

Recommended Motion:

"Motion to adjourn the board meeting."



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Superstition Fire & Medical District

April 2016 - Monthly Report

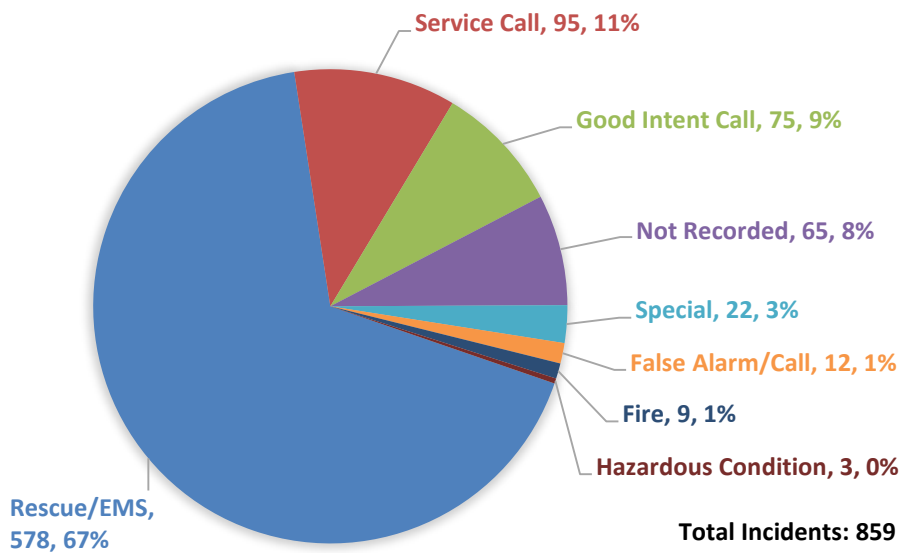
Average Travel Time

	Metro	Urban	Suburban	Rural
Travel Time Goal	5:12	5:12	6:30	13:00
Average Travel Time by Population Density	5:31	5:28	5:13	5:56
Average Travel Time District Wide	5:33			

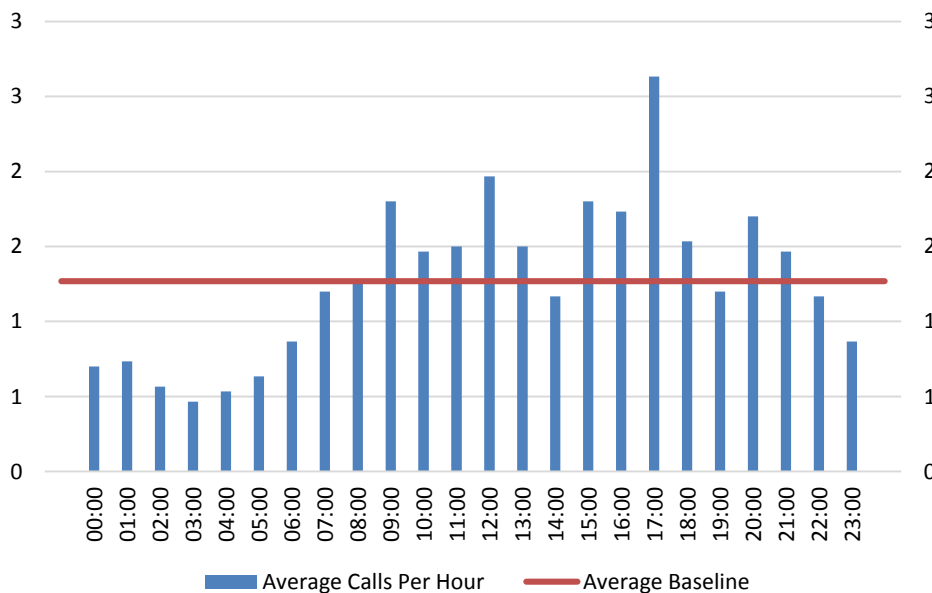
Dispatches by Unit

Unit	Dispatches	Fiscal YTD
B261	29	216
E261	258	2469
E262	98	967
L263	312	2970
L264	106	915
E265	53	425
CM263	128	1181
M261	88	354
M263	156	680
M264	79	370
TRV263	7	75
U262	1	18
BR262	2	146
BR263	0	13
BR265	7	28
RH264	0	22

Incident Type Summary



EMS Call 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 April 2016 - Operational Report

Community Services & Activities

Description	April 2016	Fiscal YTD
Blood Pressure Check Events	12	108
Car Seats Installed/Placed	8	55
CCR Demonstrations	1	48
CCR Demo Students	13	1703
Community Events/Festivals	5	54
Community PSAs Produced	0	2
CPR & 1st Aid Classes	0	8
CPR & 1st Aid Students	0	38
CPR & AED Classes	2	29
CPR & AED Students	3	119
Fire Investigations	0	10
Fire Station Tours	0	12
Home Safety Checks - NEW	0	4
Inspections - Business	10	107
Inspections - Specialty/Complaint	13	157
Juvenile Fire Setter Program	0	2
Neighborhood Canvass - Post-Drowning	0	1
Neighborhood Canvass - Post-Fire	0	3
Plan Reviews	7	136
Safety Classes - Fire & Water	1	17
School - Fire Drills	0	5
School - Pub Ed Classes	3	10
Smoke Alarms Placed	21	140

Injury Report

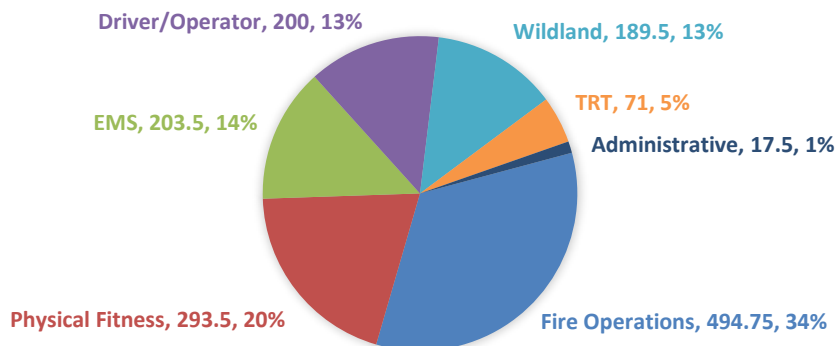
	April 2016	Fiscal YTD
Injuries	1	11
Exposures	0	2
Sharps	0	2



SFMD celebrated National Telecommunicators Week by visiting the Mesa Regional Dispatch Center (pictured above), the Apache Junction Police Department Dispatch Center (pictured below), and the Pinal County Sheriff's Office Dispatch Center to honor the dispatchers that support our agency.



Training Hours Categories



April Pools Day was a great success with 400 members of the community participating and hearing our water safety message.

Thank you to Fire & Life Safety Specialist Tina Gerola, SFMD volunteers, AJ Parks and Recreation, and all others who helped make this event possible.

Appendix A

a) Board Meeting Minutes from April 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 April 20, 2016 board meeting minutes.

Enclosure(s):

April 20, 2016 Board Meeting Minutes



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**Governing Board Meeting Minutes
April 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, APRIL 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 Moeller.
- C. Roll Call showed Chairman Jeff Cross, Clerk Gene Gehrt, Director Todd House, Director Charlie Fox, and Director Jason Moeller as present.

Senior Leadership in attendance: Fire Chief Paul Bourgeois, Assistant Chief Jerome Schirmer, Assistant Chief Dave Montgomery, Assistant Chief Mike Farber, Acting Assistant Chief Brett Broman, and Finance Director Roger Wood were present.

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

- Item 1:** *Review and approval of the March 2016 financial reports and bank reconciliations.*
(BOD #2016-04-01)

Motion by Director House to approve the March 2016 financial reports and bank reconciliations.
Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

- Item 2:** *Recognition of employee performance, achievements and special recognition for community members.* (BOD #2016-04-02)

Acting Assistant Chief Brett Broman read the list of the following April Service Anniversaries

Fire Captain / Paramedic Mark Gomez	23 Years
Fire Engineer / Paramedic Mitch McCollough	17 Years
Fire & Life Safety Specialist Tina Gerola	12 Years
Executive Administrative Assistant Jasmin Jones	12 Years

Pinal County Mounted Rangers presented a donation check to the SFMD Fire Explorers. Firefighter Daniel Elliott and Fire Explorer Alec Johnson represented the Fire Explorer Program.

Brian Kabet, from Ace Hardware, presented \$500 to Firefighter of the Year, Dave Pohlmann to be utilized on any training he would like to attend. He also presented a donation to the SFMD for \$300.

Item 3: *Call to the Public. (BOD #2016-04-n/a)*
None

Item 4: *Consideration and possible approval of all consent agenda items listed below:
(BOD #2016-04-03)*

- a) *Board Meeting Minutes from March 16, 2016*
- b) *Executive Session Meeting Minutes from March 16, 2016*
- c) *Arizona State Forestry Cooperative Rate Agreement*
- d) *Physio Control Service and Maintenance Agreement for Life Pac Heart Monitors*
- e) *East Valley Wellness Contract*
- f) *Techsavvy Solutions Group contract for sfmd.az.gov*
- g) *Consulting Agreement with Tower Seekers, Inc.*
- h) *Intergovernmental Agreement for provision of services by Pinal County Recorder and Elections Department*

Clerk Gehrt ask for item e) to be removed from the consent agenda to discuss further.

Motion by Director House to approve consent agenda items a, b, c, d, f, g, and h. Seconded by Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed.

Clerk Gehrt stated he requested to have item e) removed from consent to have on record that Staff conducted surveys and vetted other agencies before presenting the East Valley Wellness Contract to the Board. Fire Chief Paul Bourgeois gave a brief history on the vetting and survey process.

Motion by Clerk Gehrt to approve consent agenda item e). Seconded by Director House.

Vote 5 ayes, 0 nays. Motion passed.

Item 5: *Consideration to approve the adoption of the 2015 Edition of the International Fire Code with recommended additions and revisions. (BOD #2016-04-04)*

- a) *Public Hearing - To hear public comment on the proposed adoption of the 2015 Edition of the International Fire Code.*
- b) *Resolution 2016-02: Resolution adopting Ordinance 2016-01, the 2015 Edition of the International Fire Code with recommended additions and revisions.*

Chairman Cross opened the Public Hearing at 5:44 PM, Chairman Cross called for public comments 3 times, and no comments were made. The Public Hearing was closed at 5:45 PM.

Assistant Chief Dave Montgomery addressed the BOD stating that historically, the fire district strived to match or exceed the version, or edition of the fire code as adopted by the City of Apache Junction or Pinal County, in which most, if not all, of our code enforcement efforts occur according to IGA's with those government entities. Currently, the City of Apache Junction has adopted the 2006 edition of the IFC, and is working towards adopting the 2015 edition by July 1, 2016. Pinal County is currently utilizing the 2012 edition of the IFC.

He went on to say, the Fire Prevention Bureau has completed a comprehensive review of the 2015 International Fire Code and is submitting for consideration by the Fire Board the adoption of the IFC – 2015 edition with amendments. By adopting this updated code with amendments, we will continue the legacy of providing a modern, up-to-date model fire code that addresses all hazards to life and property using both prescriptive and performance-based provisions.

Motion by Clerk Gehrt to adopt SFMD Resolution 2016-02, a Resolution of the Chairman and Governing Board of Directors of the Superstition Fire & Medical District approving an ordinance adopting the 2015 Edition of the International Fire Code with revisions and amendments regulating and governing the safeguarding of life or property in the occupancy of buildings and

premises in the Superstition Fire & Medical District; providing for issuance of permits and the collection of fees; therefore repealing Resolution 2007-01 of the Apache Junction Fire District and all other ordinances in conflict therewith. Seconded by Chairman Cross.

Vote 5 ayes, 0 nays. Motion passed.

Item 6: *Presentation and discussion regarding a Memorandum of Understanding (MOU) at the request of the Governing Board of Directors. (BOD #2016-04-05)*

Firefighter Ryan Philips, Union VP of the SFMD Chapter of Local 2260 gave a presentation, at the request of the Board at the March 2016 board meeting (BOD #2016-03-07). Firefighter Philips presented the following:

What is Labor Management:

- Aligns the interests of labor and management
- Based on trust and cooperation – preserves a positive, productive, capable, & healthy organization
- Addresses recruitment and retention, increased public safety demands, financial constrictions and NFPA safety
- Ensures fire and life safety for the community and firefighters alike
- Critical to service excellence both internally and externally

MOU Basics

- Non-binding agreements that reinforce decisions resulting from the labor management process
- Promotes harmonious relations between the employer and the union
- Establishes an equitable and peaceful procedure to resolve differences without disrupting the workplace
- Ensures for optimal internal and external customer service delivery
- Unites labor and management in the pursuit of common objectives
- Usually written to span 2 fiscal years
- Can be renegotiated under extreme circumstances with fire board approval

MOU Benefits

- Frees administrative resources to focus on other important initiatives
- SFMD Fire Board has final approval of the MOU and sets terms of when MOU can be reopened for further discussion
- Helps manage workflow on large, long term objectives and projects
- Enhances recruitment and retention, improves employee morale and trust
- Written to support only the terms LM Process has deemed reasonable, equitable and prudent
- Protects and enhances our current process

MOU History

- 2009 Meet & Confer, Board Adopted Resolution
- Labor Management SOG
- Utilized extensively in the fire service industry to promote progressive departments, health, & safety and innovative service delivery
- Establishes a legacy for labor and management relations for SFMD

The Board of Directors had several comments after the presentation:

Director Fox stated that currently Labor (including FF Philips) has a *seat at the table*. Labor is invited to all of the district meetings and they don't actively participate, Director Fox believes that Philips does not want a seat at the table, he wants to run the table. We are currently the premier

fire district in the State of Arizona and an MOU will not improve where we are today. He doesn't agree with an MOU and never will.

Director House stated he would like to see what Labor has in mind for an MOU, he thought that was what was going to be presented this evening. He also stated that he sees that Labor would like to be protected in the future when there is a different Fire Chief.

Chairman Cross asked FF Philips what would be different in an MOU other than what the current Labor Management Relation Policy (policy 102.45) says?

FF Philips stated there would not be a difference from the currently policy. He stated that Labor enjoys having a seat at the table, that an MOU would be important for the future to identify objectives.

Chairman Cross asked that if the MOU is non-binding as presented in the presentation, what designates that the board and labor would hold up the agreement? He also stated that with three (3) vacant board seats that are currently up at the end of 2016, he believes this item shouldn't be discussed until after the election period. New board members could come on to the board and change the MOU or toss it completely. FF Philips stated he wasn't aware that if new board members were elected they had the option to change something the current board approved. Chairman Cross went on to say that the MOU would have to be written without any financial promises included, because of the financial constraints fire districts are currently under with Prop 117. He stated that he would like to see Labors input and continue to see them have a seat at the table, but again there should not be anything related to financial information in an MOU that is presented.

Clerk Gehrt stated that Labor does currently have a seat at the table. He stated that he went through years of BOD minutes and documents to see everything the SFMD has accomplished in the last 4 years under Chief Bourgeois. He also questioned that if the MOU is non-binding, what benefit it would hold. Clerk Gehrt stated that he expected that Labor was bringing an MOU to the April meeting and was confused as to one was not presented.

Director Fox stated the SFMD is the top in the nation and that Labor already has a seat at the table and that he suggested they take it. He stated we should not have an MOU, with a Labor Management Relation Policy already in place.

Director Moeller thanked FF Philips for the presentation and stated he would like to see what Labor has to present to get all of the facts.

FF Philips stated that it was his intention to bring an MOU to the April Board Meeting, however, he was waiting to complete the staffing portion of the MOU.

Director Fox stated that Labor should bring an MOU to the May Board Meeting and it needs to be made public.

Chairman Cross directed Staff to add Labor to the May Agenda to present an MOU.

Item 7: *Discussion and review of the Tentative Budget, and to determine the Tax Rate for Fiscal Year 2016/2017. (BOD# 2016-04-06)*

A presentation of the Preliminary Budget for Fiscal Year 2016/2017 was led by Finance Director Roger Wood and Senior Staff. Mr. Wood explained that the strategic goal of the budget preparation was to provide exceptional customer service by being innovative, data driven, and transparent. To continue to invest in personal development and training of our members for the life and safety of our citizens, and to be technology driven. With the strategic focus being to develop a fiscally responsible, sustainable budget that takes a multi-year view of the district's financial resources, and operational responsibilities.

Fiscal Year 2016/2017 Initiatives:

- Maintain competitive parity with peer fire organizations in the area of sworn compensation.

- Continue to enhance Blue Card Command Level and Technical Rescue Training for suppression personnel.
- Refine and mature Transport Operations
- Maintain assets
- Continue Community Medicine Grant Operations / Participation

Fire Chief Paul Bourgeois stated that fire districts are struggling because of Prop 117, when it was passed the promise of hitting 5% increase in the NAV is now not attainable. He stated that the SFMD is pursuing alternative streams of revenue to sustain the premier service our citizens deserve. He went on to say that Staff has already cut over \$1 million during the planning process and at the May Board Meeting, the Tentative Budget will be balanced.

Motion by Chairman Cross to approve the tax rate of \$3.25 and \$0.22 special assessment related to the 2006 GADA Bond for development of the Tentative Budget for Fiscal Year 2016/2017. Seconded by Clerk Gehrt.

Roll Call Vote

Chairman Cross – aye

Clerk Gehrt – aye

Director House – aye

Director Fox – abstain

Director Moeller – aye

4 ayes (Director Fox abstained), 0 nays. Motion passed.

Item 8: *Discussion, presentation, and possible approval of support regarding daily emergency response staffing. (BOD# 2016-04-07)*

Fire Chief Paul Bourgeois led the discussion by stating this presentation was to provide insight into the complexities and intricacies of daily emergency response staffing. The presentation focused on four-person fire and medical response, the role and function of the leave pool, how staffing vacancies are filled, compromised staffing, and the costs associated with maintaining daily minimums.

Chief Bourgeois presented the following:

- Several years ago the Board directed the Fire Chief to eliminate excessive overtime (OT)
 - Overtime budget at the time (2012) was exceeding \$200,000 annually
- The Fire Chief explained the only strategy that could reduce OT was to create a “Leave Pool”.
 - With the Board’s approval, we have been working to build a Leave Pool since 2013
 - A Leave Pool is a surplus of firefighters on duty, available each day to backfill vacancies that normally occur from vacation, sick, and other leaves.
- The creation of a Leave Pool adequate to cover the SFMD required several years to complete
 - January 2016, we achieved the final phase of that plan when we graduated three new recruits from the regional fire academy
- Leave Pool Calculation
 - 5 Companies x 4 FF’s/truck = 20 seats to fill each day
 - Add the Battalion Chief and BSO = **22** seats to fill each day
 - A FF Works 122 shifts/year
 - 22 seats x 122 shifts = 2,684 seats to fill/shift/year
 - Average absentee rate = 15% or 18 shifts of leave/year (vacation, sick, etc.)
 - 122 shifts/year – 18 days of leave = 104 Actual Shifts Worked/Year

- 2,684 seats/shift/year / 104 shifts worked = 25.8 FF's needed each day to accomplish minimum staffing levels for 22 positions.
 - 25.8 needed – 22 actual = **3.8 (4) firefighters needed in a leave pool/shift**
 - **Source: NFPA Fire Protection Handbook 18th Edition**
- The timing of all this directly correlated to the lagging effect of the recession as FD tax revenue normally trails the market.
 - The Fire District had to confront a \$1.2 million deficit!
 - Then Prop 117
- A Leave Pool alone was not adequate to contain increasing OT costs
 - Therefore, Operations adopted a “Compromised” Staffing Model
- “Compromised” was a term used to describe when staffing on a fire company dropped from 4-person to 3-person
 - 4-person staffing is ideal. Anything less we termed “compromised”.
- Compromised – Risk Management Plan
 - Only drop to three-person on:
 - 1 unit in Gold Canyon (E265)
 - 1 unit in the City (E262)
 - We always try to avoid running three-person on adjacent units
 - We do our best to always maintain:
 - 1 out of 2 Captains in GC
 - 2 out of 3 Captains in the City
 - Adjacent units may have qualified Acting Captains on them
- How Compromised Works
 - Every fire apparatus is staffed with 4 people
 - Each shift has an additional 4 people assigned to the Leave Pool
 - Leave Pool members are assigned to vacancies that naturally occur from Vacation and Sick Leave use
 - Vacancies also occur due to on and off-duty injuries, Military Leave, FMLA, and other types of leave
 - When a vacancy occurs, a firefighter from the Leave Pool is assigned to that station to cover the absence
 - When all 4 Leave Pool members have been assigned we then decrease (compromise) staffing at 265, or if need be, at 262
 - Any vacancies beyond this are backfilled with OT Firefighters
 - OT maintains 4-person staffing at three of our five busiest stations
- Why E262 and E265
 - Reside in opposing parts of the District
 - Two of our slowest companies
 - E262 – 3.2 Calls/24 Hour Shift
 - E265 – 1.5 Calls/24 Hour Shift
 - Compromising our slowest stations allows the District to maintain 4-person staffing at our busiest fire stations.
- Cost of Overtime
 - Cost to cover one 24-hour shift can exceed \$1,000/position/shift
 - OT drives higher PSPRS employer costs
- OT Budget – Then and Now
 - 2012 – \$216,000
 - 2016 - \$51,000
 - If we continued running as we were 2016 would have OT costs of \$350,000

- “Extra Personnel”
 - The Opposite of Compromised
 - When there are no vacancies due to vacation, sick or other leaves, we have “extra” personnel on duty
 - On some occasions we have enough extra personnel to put another unit in service in the District
 - A huge benefit! – One we cannot afford full-time or be able to do without a Leave Pool.

Chief Bourgeois fielded questions from the Board regarding the Leave Pool and Compromised Staffing, to ensure the safety of our members and the citizens of our District. Chief Bourgeois and Chief Schirmer answered their questions regarding Compromised Staffing when there is a fire or a medical call. Even if our District is running Compromised Staffing, there are still 2 paramedics to truck and if they are called to a fire, the crew running compromised would not be in the interior of a structure fire. They also discussed the impact on Auto-Aid. Chief Bourgeois stated that the system is designed to staff a 4 person truck, the companies in our District that run on Auto-Aid calls are still staffed with 4 people.

Motion by Director Moeller to accept and formally support the staffing model currently adopted and employed by the Senior Leadership Team. Approval of this motion will serve as a demonstration of support and appreciation for the responsibility of the fire chief and his staff to balance community risk with the limited financial resources of the District. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 9: *Senior Leadership Team Reports (BOD# 2016-04-08)*

➤ **Fire Chief Report**

- Announced ‘Save the Date’ for the 2016 SFMD Leadership Conference, May 23-24
- Reviewed his ‘Stated of the District’ presentation to the AJ City Council on April 5
- Reviewed National Telecommunication Week celebration and visits to the three dispatch centers that support SFMD
- Reviewed the FF of the Year recognition dinner hosted by the VFW
- Reviewed the trip to Gila River Indian Community to present gifts in thanks for their grant for the purchase of an ambulance
- Reviewed the National Drowning Prevention Alliance conference held in late March

➤ **Emergency Services / Operations**

- CM & Transport Services Statistical review
- Training Division update

➤ **Technical & Community Services**

- Technical Services
 - As a part of the ‘Elite Recon Team’ the new run form was rolled out to all 3 shifts 4/11 through 4/14
 - All Toughbook tablets were imaged with the latest updates
 - The NFPA Fire Experience Survey was completed
 - Vulnerability Assessment for District locations was completed
 - GETS (Government Emergency Telecommunication Service) Cell Phone priority during major catastrophe
 - 2 more iPads were configured and deployed to field personnel for ePCR documentation
 - Ransomware notifications went out with instructions on how to protect our computers.

- Additionally, ZIP files have been blocked from our network
- Community Services
 - Announced 2016 April Pool's Day – April 30
 - March 12 the Lost Dutchman RV Resort held their annual Paramedic Fund Donation award and gave the District \$10,025
 - National Drowning Prevention Alliance held their annual meetings in Mesa March 29-April 1. Chief Bourgeois was a keynote speaker, and the SFMD Golf Team won the tournament.
 - John Suniga volunteered his time off to repair and relocate a workbench for a disabled citizen that he met while replacing their smoke detector
 - Tina was invited to participate with AJ Parks and Rec in their lecture series, and attended the Annual Mayor's Breakfast to discuss community needs.
- **Administrative Services**
 - Facilitation and support for testing and promotional processes:
 - Engineer Promotional process anticipated Fall 2016
 - Paramedic School selection process
 - Technical Rescue Team selection process
 - Blue Card Instructor selection process
 - Policy Review (Military Leave and Corrective Action)
 - Hazard Zone Management Conference June 8-9 at Arizona Grand Resort
 - Continue to work with Worker's Comp Provider (7710) to increase efficiencies
 - Open Enrollment May 16,25,27 and June 6
- **Financial Services**
 - General Finance
 - Continue budgeting efforts
 - Working with Intermedix to eliminate backlog of transports for billing
 - Coordinated final payment of \$310,762 from AZ for State Land fire responses in 2015
 - Submitted formal appeal for recent ISO audit
 - Continued efforts toward Succession Planning with Chief Montgomery
 - Accounting
 - Facilitating Budget Manager meetings and preparing an analysis on the budget for all funds
 - Researching revenue recognition accounting approach for Transport revenues.
 - Working with external auditors to prepare for next fiscal year's audit (FY1516)

Item 10: *Announcements (BOD# 2016-04-n/a)*

Fire Chief Paul Bourgeois announced that he received a letter from State Land regarding the annexing.

Transportation Services Manager Billy Warren stated that he just received an amendment from AZ DHS regarding our CoN, the amendment was for our response times, it was approved

Item 11: *Adjourn (BOD# 2016-04-09)*

Motion by Director House at 8:02 p.m. to adjourn the meeting. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Governing Board Approval:

Gene Gehrt, Board Clerk

Jasmin Jones

Appendix B

b) United Healthcare Medical Insurance Contract for FY 2016/2017

Submitted By:

Fire Chief Paul Bourgeois

Assistant Chief Brett Broman

Background / Discussion:

During the last few months, there has been discussion with our current medical insurance provider, United Health Care (UHC), in order to determine renewal rates for the upcoming FY1617. It should be noted that SFMD has wanted to maintain a partnership with UHC due in part to the high satisfaction rate currently obtained from our employees, and also understanding how cumbersome it is to change medical insurance providers year after year.

UHC initially responded back to our broker with a 15% increase for their renewal rate. This increase was simply not acceptable or feasible (based on our low usage) and direction was given to our broker to go out to market to obtain quotes from other vendors. UHC then responded back with a 12.5% increase, which again was not accepted. Unfortunately, going to market proved that it is cost prohibitive for the District to maintain the three (3) current medical plans (\$500 PPO, \$2500 PPO, and \$1500 H.S.A.) regardless of the insurance provider.

Within the last week, Benefit Logic was able to negotiate an offer from UHC which would result in a rate pass (0% increase), but would include two modifications:

- Maintain the District's current \$500 PPO and \$1500 HSA plans, while the \$2500 PPO would no longer be available. While there were only a small number of participants in the \$2500 PPO plan (8), these employees will still maintain the same or better coverage within the two remaining plans offered.

The addition of UHC's "Simply Engaged" employee incentive program. This program is designed to improve employee's knowledge about their own health, while also providing incentives to live healthy and active lives. Currently this program is available as an option to employees, whereas during the FY1617 renewal this will be required for each employee to participate in.

Financial Impact/Budget Line Item:

Approval of the United Health Care contract will not have any financial impact and will be cost neutral. The employee Benefit Contribution amount per pay period will remain the same.

Staff Recommendation:

Approval of the 2016/2017 United Healthcare Renewal

Enclosure(s):

United Healthcare Renewal Letter



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Donald Gamble, Strategic Account Executive
UnitedHealthcare of Arizona, Inc.
1 East Washington Street, Suite 1700
Phoenix, AZ 85004

May 11, 2016

Chief Brett Broman
Superstition Fire & Medical District
565 N Idaho Rd
Apache Junction, AZ 85119

Dear Chief Broman:

I am pleased to inform you that UnitedHealthcare's underwriters have accepted the renewal application for Superstition Fire & Medical District for an effective date of coverage of July 1, 2016. To confirm, final rates for the plan year of July 1, 2016 to June 30, 2017 are as follows:

	H.S.A Plan AGQU mod2 <u>Rx H9 – H.S.A</u>	Choice Plus AGQH mod2 <u>RX H9 – CH+</u>
Employee Only	\$302.26	\$373.02
Employee + 1	\$731.47	\$902.71
Employee + Family	\$1,103.25	\$1,361.52

Our medical underwriters reserve the right to review this offer if actual enrollment is not within 10% of the assumed combined enrollment of 120 employees enrolled.

If approved, please sign off on the renewal as stated above and I will start the implementation process.

Print Name: _____

Authorized Signature: _____

Thank you for your continued business!

Sincerely,

Donald Gamble

Donald Gamble
Strategic Account Executive

Cc: Ed Gusio, Benefit Logic, Inc.

Appendix C

c) Principal Financial Group Dental Contract Addendum for FY 2016/2017

Submitted By:

Fire Chief Paul Bourgeois
Assistant Chief Brett Broman

Background / Discussion:

The SFMD currently operates within an approved contract with Principal Financial Group which is good until January of 2017. Benefit Logic has negotiated with Principal Financial Group to extend this contract until the end the 2016/2017 Fiscal Year with no change to the current rate.

Financial Impact/Budget Line Item:

Approval of the Principal Financial Group addendum will not have any financial impact and will be cost neutral.

Staff Recommendation:

Approval of the Principal Financial Group Addendum

Enclosure(s):

Principal Financial Addendum to current contract



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Account #: R64482

Amendment Effective Date: 5/1/16

Case Name: SUPERSTITION FIRE & MED



Plan Change Request for an existing Group Policy

Final Proposal #:

Date submitted: 05/02/2016

Thank you for the recent communication requesting a change to your current policy. I look forward to this opportunity to provide service to you. To get started, I've outlined the change as I understand it, based on recent communications. I need you to confirm and/or fill in any additional details below.

1. Describe the change being requested.

- **CURRENT** Policy:

- Policy Anniversary: 1/1/17
- Annual Enrollment: 12/1 – 12/31 to be effective 1/1

- **REQUESTED** Policy Change:

- Policy Anniversary: 7/1/17
- Rate Guarantee: 6/30/17
- Annual Enrollment: 6/1 – 6/30 to be effective 7/1

2. Coverage(s) to be changed: Dental

NOTE: If deleting VTL is there replacement coverage? ☐ Yes ☐ No

3. MEMBERS Impacted: X ALL PARTIAL (list specific job classes or individuals impacted)

4. Indicate name, title and contact information of the person at your company that is authorizing this change:

Roger Wood, Finance Director

5. Indicate name, title and contact information of the person(s) we should contact if we have specific questions about this change request:

Julie Kelly, AE

Jeff Cross, Board Chair

Date

Appendix D

d) Vision Services Plan (VSP) Contract for FY 2016/2017

Submitted By:

Fire Chief Paul Bourgeois
Assistant Chief Brett Broman

Background / Discussion:

Over the past few months, Benefit Logic has been diligently checking the market for the best overall package in which to provide our employee's vision benefits. During the comparison, the quote received from Vision Services Plan (VSP) was less than our current provider (Avesis). VSP is well known company which provides the option for employees to visit either a "big-box" store or many of the in-network providers within their plan. This decision was made due to the fact that both providers offered very comparable services, although VSP came in with a lower rate.

Financial Impact/Budget Line Item:

Approval of the contract for Vision Services Plan will provide an overall savings of 13.3%, with the savings by coverage (e.g., employee only, employee + family, etc.) ranging from 3.1% to 34.2%.

Staff Recommendation:

Approval of the VSP Contract for FY 2016/2017

Enclosure(s):

Vision Services Plan (VSP) Contract



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APPLICATION FOR VISION CARE PLAN (sm)



Attn: Sales
3333 Quality Drive
Rancho Cordova, CA 95670
(800) 216-6248

Complete all applicable questions accurately and in detail.

CLIENT INFORMATION

1 Full legal name of client as it appears on the policy: Superstition Fire & Medical District

Address: 565 N. Idaho Road

City: Apache Junction

County: Pinal

State: AZ

ZIP: 85119

Phone: 480-982-4440

Fax: 480-982-0183

Principal Contact: Brett Broman

Title: Assistant Chief-Administrative Services

Phone: 480-982-4440

Fax:

E-mail: brett.broman@sfmd.az.gov

Client is headquartered in state of AZ (if different state from section 1, provide physical address for client in this state)

Address:

City:

County:

State:

ZIP:

2 Who should we contact with payment questions?

Name: Sherry Mueller

Title: HR Generalist

Phone: 480-928-4440 131

Fax: 480-382-3251

E-mail: sherry.mueller@sfmd.az.gov

3a Who should we contact with eligibility questions?

Name: Sherry Meller

Title: HR Generalist

Phone: SAA

Fax: SAA

E-mail: SAA

3b Does your broker need access to view/manage/update your eligibility?

yes ☒ no ☐

Name:

Title:

Phone:

Fax:

E-mail:

4 Who is the Benefit Administrator responsible for the overall administration of the plan (if not principal contact)?

Name: Sherry Mueller

Title: HR Gneralist

Phone: SAA

Fax: SAA

E-mail: SAA

If multiple benefits administrators are at other locations, attach names, addresses, emails, phone, and fax numbers.

5 What is the nature of your business? Fire District

What is the DUNS number? 199311957

6 Membership information will be sent to VSP via: ☐ Electronic Transfers ☐ Online Eligibility Management

If electronic transfer reporting OR if a third party will handle your eligibility, please provide Third Party Administrator Information. Firm:

Contact:

Title:

Address:

City:

County:

State:

ZIP:

Phone:

Fax:

E-mail:

In conjunction with health plan industry practices when providing electronic eligibility, VSP requests clients to send dependent eligibility information to VSP. This would include providing the covered dependent's full name, date of birth, and relationship to the employee/member. Dependents will be reported as a dependent under the employee's ID number.

Will dependent information be sent to VSP for eligibility purposes? ☒yes ☐no

If no, please explain:

Employers without Internet access for making membership updates will be contacted by VSP to review other options.

7 Names of separate divisions that will be covered by this plan (indicate if COBRA division is required):

Address of additional divisions if applicable. **IMPORTANT:** Separate divisions will be billed on separate invoices
(If multiple divisions are needed, attach list of division names, contact names, address, email, phone, and fax numbers):

Billing address (if different than Client address):

City: County: State: ZIP:

Phone: Fax: E-mail:

If Self-Funded Program, do claims billings and administrative fee billings go to the same person? ☐yes ☐no

If no, please supply contact, title, address, phone, and fax number for each type of billing.

8 Number of employees eligible for benefits: 120

Does this represent the total number of employees in the company? ☐yes ☒no ☐total number:

Do you have an employee population outside of the US? ☐yes ☒no If yes, what country :

Do you provide benefits to your retiree population? ☐yes ☒no

Dependents: Eligible dependents are the covered employee's spouse and unmarried dependent children until the end of the month that they reach their [26] birthday, or the end of the month that they reach their [26] birthday, if attending school full time.

(includes an unmarried child if incapable of self-support because of physical or mental incapacity that commenced prior to reaching the above age)

9 Dependents other than employee's spouse & children:

☐parents

☒domestic partners (all)

☒domestic partners (same sex only)

☐domestic partner's children

POLICY DETAILS

The rates listed must support the plan design and benefit selected and must meet all eligibility requirements. Please refer to your VSP-provided rate sheet for details or contact your VSP Account Executive. Any discrepancies may preclude acceptance by VSP.

10 Benefit Year (select one):

☒Service Year (from last date of service)

☐Calendar Year (**IMPORTANT:** Policy effective date and renewal date MUST be January 1)

11 Plan Type (select one):

☐Signature Plan

☒Choice Plan

☐Exam Plus

☐Exam Plus w/ Allowances

12 Is vision benefit: ☐Core ☒Voluntary ☐Packaged with medical and/or dental

If **Voluntary** (vision is included as a stand-alone menu item in a list of benefits to choose from.):

Employer contribution percentage: for employee: 0% for dependent: 0%

Voluntary Participation Structure: *A minimum number of enrolled employees may apply.

☐Exam w/Voluntary Materials*

☐Voluntary Pool 0-24% employer contribution*

☐Voluntary Pool 25% or more employer contribution*

☐Core Employee/Voluntary Dependent Coverage*

If **Core Plus Options** (group provides a basic level of vision coverage to all employees with an option for the employee to buy up or enhance the benefit):

Employer contribution percentage: for employee: % for dependent: %

If **Packaged** (vision is tied to which of the following benefits: ☐medical ☐dental

13 Frequency of Service (select one):

☐A (12/24/24) (**IMPORTANT:** 12/24/24 is not available on voluntary plans) ☐B (12/12/24) ☒C (12/12/12)

☐Other:

Total co-payment: \$ (applies to exam and eyewear)

OR Split co-payment: \$10 exam / \$25 eyewear

14 Client has purchased Enhancements: ☐yes ☒no (if no enhancements, skip to #15)
☐Scratch Coating ☐Anti-Reflective Coating ☐Progressive Lenses ☐Photochromic / tint
Elective Contact Lens (Allowance): ☐\$120 ☐\$140 ☐\$150 ☐other: \$
Frame (Retail Frame Allowance): ☐\$120 ☐\$140 ☐\$150 ☐other: \$
Client has purchased Specialty Care: yes ☐ no ☐
☐Covered Contact Lenses ☐ProTec Safety
☐Second Pair of Glasses ☐Computer Vision Care
☐Vision Therapy ☐Preferred Laser VisionCare (available on a self-funded basis only to clients with 200+ enrolled employees)

15 Requested effective date (*The effective date should not precede the date VSP receives this application.*)
This policy will become effective on the first day of [July] (month) [2016] (year), provided that all of the following has been completed prior to this effective date:
A. VSP has received and accepted this Application.
B. VSP has received and accepted Membership, including the required information of all employees that will be covered under this policy showing name, member ID, and number of dependents, if applicable.

16 Schedule A Information: Fiscal Year [] through [].
Schedule A will be sent to the person named as the principal contact. A copy of the report may also be sent to your broker and/or your third party administrator.
Please send an additional copy to:

17 Do you currently have coverage: ☒yes ☐no If yes, current vision plan carrier: Avesis
If current carrier is VSP, please provide Client Name:

18 For fully-insured programs (VSP will bill you for your first month's premium)

	Rates
Employee-only or composite rate basis	\$ 6.72
Two-rate basis	\$ 10.75
Three-rate basis	\$ 10.98
Four-rate basis	\$ 17.70

IMPORTANT: Sold rates are required

19 For self-insured programs, Administrative Fee:
Fixed fee: or Percent of claims: % or Dollars per claims: \$

AGREEMENT

The undersigned client hereby applies for vision care coverage through VSP. It is understood that:

- All future employees will be covered when they become eligible, or offered VSP coverage if voluntary.
- Coverage will terminate for an employee on the last day of the month in which employment terminates.
- Member past service for clients previously covered by VSP will carry over and remain in force.
- Any non-VSP-created information outlining coverage or plan details must be reviewed by VSP prior to distribution to members.
- This agreement will continue in force 24 months from the effective date. Rates are based on the assumption that VSP will receive these amounts over the full plan term.

This application signed this [] (day) of [] (month) of [] (year).

Firm/Organization:

Name:

Title:

Signature:

Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information, is guilty of a felony of the third degree.

BROKER / CONSULTANT

☒ The broker/consultant indicated below is hereby designated Broker of Record by the above signed employer.

Legal Firm Name: Benefit Logic, Inc

Address: 2321 N. 4th Street

City: Flagstaff

County: Coconino

State: AZ

ZIP: 86004

Licensed Producer's Name: Edward L Gussio

Title: President / Agent

Phone: 925-526-5691

Fax: 928-527-8011

E-mail: egussio@benefitlogic.net

Broker Assistant Name: Maria Gillespie

Phone: 928-526-5691

E-mail: mgillespie@benefitlogic.net

Taxpayer ID: 86-0858889

Corporation ☐ Independent ☐

Commission Checks Payable to:

☒ Firm Name

☐ Contact Name

☐ Not Paid

Name:

Address:

City:

County:

State:

ZIP:

This application signed this [] (day) of [] (month) of [] (year).

Print Name: Edward L Gussio

Title: President / Agent

Signature of state-licensed agent:

Please send a copy of agent/broker license, if not currently on file with VSP.

ADDITIONAL BROKER / CONSULTANT

Please send a copy of agent/broker license, if not currently on file with VSP.

Legal Firm Name:

Address:

City:

County:

State:

ZIP:

Licensed Producer's Name:

Title:

Phone:

Fax:

E-mail:

Broker Assistant Name:

Phone:

E-mail:

Taxpayer ID:

Corporation ☐ Independent ☐

Commission Checks Payable to:

☐ Firm Name

☐ Contact Name

☐ Not Paid

Name:

Address:

City:

County:

State:

ZIP:

This application signed this [] (day) of [] (month) of [] (year).

Print Name:

Title:

Signature of state-licensed agent:

Appendix E

- e) **Group Life / Accident Death, and Dismemberment (AD&D), Voluntary Short Term Disability (VSTD), Voluntary Long Term Disability (VLTD) Insurance Contract with The Standard for FY 2016/2017.**

Submitted By:

Fire Chief Paul Bourgeois

Acting Assistant Chief Brett Broman

Background / Discussion:

Since 2012, the District has provided the following insurance coverage through Cigna. However, Staff asked Benefit Logic, our insurance broker, to research alternative insurance providers to ensure the District employees were receiving the best coverage / cost mix. Benefit Logic was successful in identifying coverage through The Standard that provides the same coverage but at significantly lower prices to the employees. The coverage includes:

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

Financial Impact/Budget Line Item:

The District provided Group Life and AD&D is paid for by the District. The cost savings for FY1617 is approximately 5% for the Group Life policy; the cost of the AD&D policy remains the same.

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

While each employee's specific circumstance is different, on average the rates through The Standard are equal to or lower than the rates through Cigna.

Staff Recommendation:

Approve Contracts with the Standard for VSTD, VLTD, Voluntary, and Group Life / AD&D

Enclosure(s):

SFMD Proposal - VLTD, VSTD

SFMD Proposal – Group Life Insurance Proposal

The Standard New Business Submission Checklist - Provided at the Board Meeting

The Standard Group Insurance Application - Provided at the Board Meeting

The Standard Pre Risk Evaluation - Provided at Board Meeting

The Standard FICA Service Agreement - Provided at Board Meeting



Go to Appendix F

Go to Agenda

Employee Benefits

Presented by:
BENEFIT LOGIC INC

Proposal And Cost Summary

Prepared for:
**Superstition Fire & Medical
District**
April 7, 2016



Group Life Insurance

Standard Insurance Company



How The Standard's Focused Expertise Can Benefit Your Business

At Standard Insurance Company, group Life and Disability insurance aren't add-ons. They're our primary business. For you, our focused expertise means people who understand your needs and employee benefits that work harder to support your goals.

From fast, responsive claims handling to flexible plan designs that help you control costs, we're here to partner with you for the long term. Our proactive approach and solutions can help reduce the workload for your HR team and help you maintain a more efficient and productive workplace.

Key Reasons To Choose The Standard

Partnership Focus

With The Standard's 40-plus fully-staffed sales and service offices across the country, you can count on a smooth, hassle-free transition, local account resources and personal, responsive service. We're here to minimize your administrative burden and simplify claim management. With access that works the way you work – online, phone or in person – we're easy to reach and quick to follow through.

Long-Term Perspective

We've tailored this proposal to address your needs, today and for the long-term. Need more options? Just ask. We offer millions of possible plan design combinations. We also emphasize giving you the "right rate" from the beginning to avoid a big increase later.

Proactive Approach

We focus on helping employers prevent disabilities, increase employee well-being and maintain a more productive workplace through innovative solutions that deliver measurable results, including:

- Industry-leading Workplace PossibilitiesSM program
- Exclusive partnership with Health AdvocateTM
- Employee Assistance Program included with our LTD plans
- Comprehensive Absence Management services
- Flexible Dental and Vision plans

We Keep Our Promises

At The Standard, doing the right thing for our customers is in our DNA. More than 100 years of history and our long track record of financial strength back up our commitment to you and your employees.

Employee Benefits Proposal and Cost Summary

Prepared for Superstition Fire & Medical District on April 7, 2016
Proposed Effective Date of May 1, 2016

Presented By: BENEFIT LOGIC INC

Basic Life and AD&D Plan 1

Covered Members

An active employee of the Employer working 20 hours per week

Plan

Benefit Formula	\$50,000
Age Based Benefit Reduction	To 65% at age 65; To 50% at age 70; To 35% at age 75
Guarantee Issue	Full Benefit
Employer Contribution	100%

Cost

		Members	Volume	X Rate: Per \$1,000	=	Monthly Premium
All Enrolled	Life	120	\$6,000,000	0.095		\$569.66
	AD&D	120	\$6,000,000	0.035		\$209.66
Total						\$779.32

- We provide policyholders with a 31-day notice of rate change.
- The proposed rates are guaranteed for 36 months.

Features

- A Family Benefits Package is included. It provides extra AD&D benefits to help families transition due to the loss of an insured member. The package includes a Child Care Benefit (child care expense reimbursement for children under age 13); a Career Adjustment Benefit (education expense reimbursement for spouses); and a Higher Education Benefit (college expense reimbursement for children).
- An Accelerated Benefit is included. Terminally ill members may withdraw up to 75% of their Life benefit to a maximum of \$500,000 (when Basic Life and any Additional Life are combined).
- Travel Assistance is included. This service provides plan participants with access to appropriate medical care and other emergency services whenever traveling at least 100 miles from home or in a foreign country for trips lasting up to 180 days. Travel Assistance offers a range of professional, 24-hour medical and legal assistance and coordination services.
- AdminEASE service is included. These time-saving online tools are the fastest, easiest and most secure way to administer your plan.
- Waiver of Premium is included for those disabled prior to age 60. The schedule of age reductions will not apply while a member is on Waiver. Waiver ends at age 65. The Standard consolidates the filing and management of the Life Waiver of Premium and LTD claims if The Standard has both coverages.

Employee Benefits Proposal and Cost Summary

Prepared for Superstition Fire & Medical District on April 7, 2016
Proposed Effective Date of May 1, 2016

Presented By: BENEFIT LOGIC INC

- This proposal includes the Life Services Toolkit which helps beneficiaries cope with grief and loss, get answers to legal questions, plan a memorial or a funeral, and address financial concerns. Additionally, all covered employees will have access to online will preparation and other estate planning documents as well as articles to help deal with identity theft, improve wellness and more.
- The plan includes E-Contract Document service for efficient, convenient online contract document delivery. Printed documents are available on request. Certificates must be distributed to insured members. Note: Under ERISA, plan administrators may deliver Summary Plan Descriptions/certificates electronically, but must implement measures to ensure participants actually receive them. Please consult legal counsel to clarify your delivery or recordkeeping requirements.

Plan Design

- A Seat Belt Benefit and an Air Bag Benefit are included. These provide additional benefits (100% of AD&D benefit to \$10,000 and 100% of AD&D benefit to \$5,000, respectively) if a member dies as a result of an automobile accident while using a seat belt system and where the automobile's air bag deployed at the time of the accident.
- An expanded AD&D package is included. Benefits include: occupational assault, public transportation, exposure, disappearance, quadriplegia, paraplegia and hemiplegia. In addition, the package includes coverage for the following losses: loss of thumb and index finger on the same hand, loss of speech or loss of hearing in both ears.
- Portability of insurance is included. This lets terminating members continue their basic life amount without providing evidence of insurability. If AD&D is included in the plan it may also be ported.
- A Repatriation Benefit is included. It provides an additional benefit to help pay for the expenses of transporting a member's body when the member dies more than 200 miles from home.
- The members' benefit amounts under the current plan are carried forward to this plan.

Assumptions

- The rates assume billing is centralized in one location.
- Rates assume coverage is currently in force.
- Proposed rate includes electronic documents.

Additional Information

For additional information on the available features and benefits of Life and Accidental Death & Dismemberment Insurance from The Standard, click here: <http://www.standard.com/eforms/6958.pdf>

Employee Benefits Proposal and Cost Summary

Prepared for Superstition Fire & Medical District on April 7, 2016
Proposed Effective Date of May 1, 2016

Presented By: BENEFIT LOGIC INC

Additional Life Plan 1

Covered Members

An active employee of the Employer working 20 hours per week

Plan

Benefit Formula	Increments of \$10,000 to the lessor of 3 times annual earnings or \$300,000.
Age Based Benefit Reduction	To 65% at age 65; To 50% at age 70; To 35% at age 75
Guarantee Issue	\$100,000
Employer Contribution	0%

Cost

	Members	Age	Rate: Per \$1,000	X	Volume	=	Monthly Premium
All Enrolled	1	<= 29	0.055		\$100,000		
	12	30-34	0.055		\$1,200,000		
	13	35-39	0.065		\$1,400,000		
	9	40-44	0.100		\$1,140,000		
	11	45-49	0.140		\$1,230,000		
	12	50-54	0.240		\$1,580,000		
	3	55-59	0.390		\$400,000		
	2	60-64	0.530		\$150,000		
	0	65-69	0.950		\$0		
	0	70-74	2.000		\$0		
	0	75 +	7.750		\$0		
Total							

- We provide policyholders with a 31-day notice of rate change.

Features

- Travel Assistance is included. This service provides plan participants with access to appropriate medical care and other emergency services whenever traveling at least 100 miles from home or in a foreign country for trips lasting up to 180 days. Travel Assistance offers a range of professional, 24-hour medical and legal assistance and coordination services.
- An Accelerated Benefit is included. Terminally ill members may withdraw up to 75% of their Life benefit to a maximum of \$500,000 (when Basic Life and any Additional Life are combined).
- Portability of insurance is included. This lets terminating members continue their additional life amount without providing evidence of insurability. If AD&D is included in the plan it may also be ported.

Employee Benefits Proposal and Cost Summary

Prepared for Superstition Fire & Medical District on April 7, 2016
Proposed Effective Date of May 1, 2016

Presented By: BENEFIT LOGIC INC

- Waiver of Premium is included for those disabled prior to age 60. The schedule of age reductions will not apply while a member is on Waiver. Waiver ends at age 65. The Standard consolidates the filing and management of the Life Waiver of Premium and LTD claims if The Standard has both coverages.

Plan Notes

- Until coverage has been in force for 2 years, death which results from suicide or other intentional self-inflicted injury is not covered (in force for 1 year in CO, MO and ND; not available in WA.)
- The members' benefit amounts under the current plan are carried forward to this plan.

Assumptions

- The proposed rates assume that only participants are included in the census provided.
- The rates assume billing is centralized in one location.
- The proposed rates assume coverage currently in force.

Conditions

- Rates assume 72% enrollment.
- For coverage to become effective on 05/01/2016, the greater of 20% of eligible members or 10 members must enroll.
- Additional Life can only be purchased in conjunction with Basic Life.
- We require evidence of insurability for members who are eligible under the current plan but are not enrolled.
- We require evidence of insurability for members who enroll more than 31 days after they are first eligible for coverage.
- Elective increases require evidence of insurability.
- Evidence of insurability is required in order to increase elected benefit amounts from the current plan to this plan.

Employee Benefits Proposal and Cost Summary

Prepared for Superstition Fire & Medical District on April 7, 2016
Proposed Effective Date of May 1, 2016

Presented By: BENEFIT LOGIC INC

Additional AD&D Plan 1

A benefit on the Additional Life Plan

Covered Members

An active employee of the Employer working 20 hours per week

Plan

Benefit Formula	Increments of \$10,000 to the lesser of 3 times annual earnings or \$300,000.
Age Based Benefit Reduction	To 65% at age 65; To 50% at age 70; To 35% at age 75
Employer Contribution	0%

Cost

		Members	Volume	X Rate: Per \$1,000	=	Premium
All Enrolled	AD&D	63	\$7,200,000	0.06		
Total						

Features

- A Seat Belt Benefit and an Air Bag Benefit are included. These provide additional benefits (100% of AD&D benefit to \$10,000 and 100% of AD&D benefit to \$5,000, respectively) if a member dies as a result of an automobile accident while using a seat belt system and where the automobile's air bag deployed at the time of the accident.

Plan Notes

- An expanded AD&D package is included. Benefits include: occupational assault, public transportation, exposure, disappearance, quadriplegia, paraplegia and hemiplegia. In addition, the package includes coverage for the following losses: loss of thumb and index finger on the same hand, loss of speech or loss of hearing in both ears.

Conditions

- A member must be insured under Additional Life in order to be eligible for Additional AD&D.
- If Additional AD&D benefit is elected, the benefit amount will match the amount of Additional Life benefit elected.

Employee Benefits Proposal and Cost Summary

Prepared for Superstition Fire & Medical District on April 7, 2016
Proposed Effective Date of May 1, 2016

Presented By: BENEFIT LOGIC INC

Spouse Dependents Life Plan 1

Covered Members

An active employee of the Employer working 20 hours per week

Plan

Benefit Formula	Increments of \$5,000
Rounding	Up to next \$0
Maximum Benefit	\$150,000
Minimum Benefit	\$5,000
Age Based Benefit Reduction	To 65% at age 65; To 50% at age 70; To 35% at age 75
Guarantee Issue	\$15,000
Employer Contribution	0%

Cost

	Members	Age	Rate: Per \$1,000	X	Volume	=	Monthly Premium
All Enrolled	0	<= 29	0.055		\$0		
	7	30-34	0.055		\$225,000		
	7	35-39	0.065		\$145,000		
	5	40-44	0.100		\$245,000		
	6	45-49	0.140		\$90,000		
	5	50-54	0.240		\$270,000		
	2	55-59	0.390		\$30,000		
	0	60-64	0.530		\$0		
	0	65-69	0.950		\$0		
	0	70-74	2.000		\$0		
	0	75 +	7.750		\$0		
Total							

- Spouse rates and age reductions are based on the Member's age.
- We provide policyholders with a 31-day notice of rate change.

Features

- Portability of insurance is included. This lets terminating members continue their dependents life amount without providing evidence of insurability with the continuation of their life amount. If AD&D is included in the plan it may also be ported.

Plan Notes

Employee Benefits Proposal and Cost Summary

Prepared for Superstition Fire & Medical District on April 7, 2016
Proposed Effective Date of May 1, 2016

Presented By: BENEFIT LOGIC INC

- Until coverage has been in force for two years (one year in Colorado, Missouri and North Dakota), death which results from suicide or other intentional self-inflicted injury is not covered. This exclusion does not apply to plans written in Washington. Time insured under the current plan will be credited toward this time period.
- Member must be enrolled in Additional Life to enroll in the Spouse Life plan.
- The plan includes a conversion option.
- Spouse Life can't exceed 50% of member's enrolled benefit for Additional Life.
- The members' benefit amounts under the current plan are carried forward to this plan.
- Dependents Life insurance continues automatically, without premium payment, for five months after the death of the insured member.
- Waiver of Premium and Accelerated Benefit provisions are not included.
- The GI Amount is the lesser of the GI Amount currently inforce or the GI Amount Proposed.

Assumptions

- The proposed rates assume that only participants are included in the census provided.

Conditions

- Rates assume 20% enrollment.
- We require evidence of insurability for spouses who enroll more than 31 days after they are first eligible for coverage.
- We will require evidence of insurability in order to increase the benefit amount for any member whose evidence of insurability was not approved by us under any policy issued by us to the policyholder or to an employer covered under the policy.
- Evidence of insurability is required in order to increase elected benefit amounts from the current plan to this plan.
- Elective increases require evidence of insurability.

Employee Benefits Proposal and Cost Summary

Prepared for Superstition Fire & Medical District on April 7, 2016
Proposed Effective Date of May 1, 2016

Presented By: BENEFIT LOGIC INC

Spouse Dependents AD&D Plan 1

A benefit on the Dependents Life Plan

Covered Members

An active employee of the Employer working 20 hours per week

Plan

Benefit Formula	Increments of \$5,000
Rounding	Up to next \$0
Maximum Benefit	\$150,000
Minimum Benefit	\$5,000
Age Based Benefit Reduction	To 65% at age 65; To 50% at age 70; To 35% at age 75
Employer Contribution	0%

Cost

		Members	Volume	X Rate: Per \$1,000	=	Monthly Premium
All Enrolled	AD&D	32	\$1,005,000	0.04		40.20
Total						

- An expanded AD&D package is included. Benefits include: public transportation, exposure, disappearance, quadriplegia, paraplegia, and hemiplegia. In addition, the package includes coverage for the following losses: loss of thumb and index finger on the same hand, loss of speech or loss of hearing in both ears, loss of hand or foot even if surgically reattached.

Plan Notes

- A Seat Belt Benefit and an Air Bag Benefit are included. These provide additional benefits (100% of AD&D benefit to \$10,000 and 100% of AD&D benefit to \$5,000, respectively) if a dependent dies as a result of an automobile accident while using a seat belt system and where the automobile's air bag deployed at the time of the accident.
- If Dependents AD&D benefit is elected, the benefit amount will match the amount of Spouse Dependents Life benefit elected.

Conditions

- A dependent must be insured under Dependents Life in order to be eligible for Dependents AD&D.

Employee Benefits Proposal and Cost Summary

Prepared for Superstition Fire & Medical District on April 7, 2016
Proposed Effective Date of May 1, 2016

Presented By: BENEFIT LOGIC INC

Child Dependents Life and AD&D Plan 1

Covered Members

An active employee of the Employer working 20 hours per week

Plan

Child Benefit Formula: Under 6 months	Flat \$10,000
Child Benefit Formula: 6 months or more	Flat \$10,000

Cost

Members:	Coverage	Elective: Rates are per \$1000 of benefit
All Enrolled	Life	\$0.20
	AD&D	\$0.04

- An expanded AD&D package is included. Benefits include: public transportation, exposure, disappearance, quadriplegia, paraplegia, and hemiplegia. In addition, the package includes coverage for the following losses: loss of thumb and index finger on the same hand, loss of speech or loss of hearing in both ears, loss of hand or foot even if surgically reattached.
- We provide policyholders with a 31-day notice of rate change.

Features

- Portability of insurance is included. This lets terminating members continue their dependents life amount without providing evidence of insurability with the continuation of their life amount. If AD&D is included in the plan it may also be ported.

Plan Notes

- A Seat Belt Benefit and an Air Bag Benefit are included. These provide additional benefits (100% of AD&D benefit to \$10,000 and 100% of AD&D benefit to \$5,000, respectively) if a dependent dies as a result of an automobile accident while using a seat belt system and where the automobile's air bag deployed at the time of the accident.
- If Dependents AD&D benefit is elected, the benefit amount will match the amount of Child Dependents Life benefit elected.
- The plan includes a conversion option.

Employee Benefits Proposal and Cost Summary

Prepared for Superstition Fire & Medical District on April 7, 2016
Proposed Effective Date of May 1, 2016

Presented By: BENEFIT LOGIC INC

- Member must be enrolled in Additional Life to enroll in the Child Life plan.
- Dependents coverage includes child(ren) from live birth through age 20, or through age 24 if the child is a full-time registered student.
- The members' benefit amounts under the current plan are carried forward to this plan.
- Dependents Life insurance continues automatically, without premium payment, for five months after the death of the insured member.

Assumptions

- The proposed rates assume that both participants and non-participants are included in the census provided.

Conditions

- A dependent must be insured under Dependents Life in order to be eligible for Dependents AD&D.
- Rates assume 20% enrollment.
- We require evidence of insurability for children who enroll more than 31 days after they are first eligible for coverage.
- We require evidence of insurability for children who are eligible under the current plan but are not enrolled.
- We will require evidence of insurability in order to increase the benefit amount for any member whose evidence of insurability was not approved by us under any policy issued by us to the policyholder or to an employer covered under the policy.
- Evidence of insurability is required in order to increase elected benefit amounts from the current plan to this plan.

Employee Benefits Proposal and Cost Summary

Prepared for Superstition Fire & Medical District on April 7, 2016
Proposed Effective Date of May 1, 2016

Presented By: BENEFIT LOGIC INC

Producer Compensation Disclosure

We recognize the valuable role of Insurance advisors, consultants and brokers ("producers") in helping their clients design an employee benefits program, and we support reasonable and fair compensation for these services. Producers may be eligible to receive compensation from The Standard. Any questions regarding the compensation connected with this proposal should be directed to the producer. Please visit our website at www.standard.com/compensation/eb/ to view our normal commission scales. If this proposal is quoted with a non-standard scale or override it is noted below. An override if noted is compensation paid in addition to or in lieu of commissions. Please consult with your producer for details.

Non-standard commission scale: **N/A**

Override: **N/A**

Unless participation is declined by the producer or client, contingent compensation is additional compensation that may also be paid and is contingent on the satisfaction of one or more minimum requirements, such as a specified amount of new premium volume or persistency in connection with the producer's block of business. For information about our customary producer rewards program visit www.standard.com/compensation/eb/. Some producers may have a contingent compensation arrangement that differs from our customary program. Please consult with your producer for additional details.

Additionally, fees for administrative, marketing or consulting services may apply. If applicable, fees are noted below.

Fees: **N/A**

Employee Benefits Proposal and Cost Summary

Prepared for Superstition Fire & Medical District on April 7, 2016
Proposed Effective Date of May 1, 2016

Presented By: BENEFIT LOGIC INC

We appreciate the opportunity to provide you with this benefit and cost summary proposal from The Standard. This document outlines certain important features of the group insurance coverages available. This is not a contract or an offer to contract for such coverages. Detailed information about other important features of the coverage proposed is available on request. Just ask your broker/consultant or Standard representative.

A completed application must be submitted before a group can be considered for coverage. Insurance will be effective after the application is accepted by The Standard. If approved, we will issue a contract containing our customary language. It will not duplicate existing policy language, if any. The group contract will contain provisions and defined terms not described in this Benefit and cost summary proposal. The group contract will control if there are discrepancies between it and this proposal.

The proposed premium rate and plan design for each coverage are based on the underwriting data received by The Standard. Final premium rates and plan provisions will be determined by The Standard on the basis of: applicable state laws, policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured, and our current underwriting rules and practices.

This benefit and cost summary proposal expires on July 6, 2016, unless replaced or withdrawn by The Standard.

Employee Benefits

Presented by:
BENEFIT LOGIC INC

Proposal And Cost Summary

Prepared for:
**Superstition Fire & Medical
District**
April 5, 2016



Group Life Insurance

Group Long Term Disability Insurance

Group Short Term Disability Insurance

Standard Insurance Company



How The Standard's Focused Expertise Can Benefit Your Business

At Standard Insurance Company, group Life and Disability insurance aren't add-ons. They're our primary business. For you, our focused expertise means people who understand your needs and employee benefits that work harder to support your goals.

From fast, responsive claims handling to flexible plan designs that help you control costs, we're here to partner with you for the long term. Our proactive approach and solutions can help reduce the workload for your HR team and help you maintain a more efficient and productive workplace.

Key Reasons To Choose The Standard

Partnership Focus

With The Standard's 40-plus fully-staffed sales and service offices across the country, you can count on a smooth, hassle-free transition, local account resources and personal, responsive service. We're here to minimize your administrative burden and simplify claim management. With access that works the way you work – online, phone or in person – we're easy to reach and quick to follow through.

Long-Term Perspective

We've tailored this proposal to address your needs, today and for the long-term. Need more options? Just ask. We offer millions of possible plan design combinations. We also emphasize giving you the "right rate" from the beginning to avoid a big increase later.

Proactive Approach

We focus on helping employers prevent disabilities, increase employee well-being and maintain a more productive workplace through innovative solutions that deliver measurable results, including:

- Industry-leading Workplace PossibilitiesSM program
- Exclusive partnership with Health AdvocateTM
- Employee Assistance Program included with our LTD plans
- Comprehensive Absence Management services
- Flexible Dental and Vision plans

We Keep Our Promises

At The Standard, doing the right thing for our customers is in our DNA. More than 100 years of history and our long track record of financial strength back up our commitment to you and your employees.

Employee Benefits Proposal and Cost Summary

Prepared for Superstition Fire & Medical District on April 5, 2016
Proposed Effective Date of May 1, 2016

Presented By: BENEFIT LOGIC INC

STD Plan 2

Covered Members

A regular employee of the Employer working 20 hours per week

Plan

STD Weekly Benefit	60%
Insured Predisability Earnings	\$2,500
Maximum Weekly Benefit	\$1,500
Minimum Weekly Benefit	\$25
Accident Benefits begin on day	15
Sickness Benefits begin on day	15
Maximum Benefit Period	180 days
Employer Contribution	0%

Cost

	Members	Age	Rate: Per \$10 of Benefit	X	Volume	=	Monthly Premium
All Enrolled	14	<= 39	0.41		\$8,876		
	0	40-44	0.41		\$0		
	4	45-49	0.47		\$3,847		
	7	50-54	0.57		\$4,649		
	2	55-59	0.78		\$1,102		
	1	60-64	0.93		\$545		
	0	65-99	0.93		\$0		
Total							

Features

- A FICA Tax Service Agreement is included in the rate. To simplify administration for you, The Standard will prepare W-2s for members who are receiving STD benefits.
- AdminEASE service is included with this plan. This capability provides time-saving tools, resources and value-added information that simplifies plan administration.
- This coverage includes a Reasonable Accommodation Expense Benefit which reimburses employers for work place modifications that enable members to return to work or to remain at work.
- E-Contract Document service is included. This provides online efficiency and convenience in contract document delivery. Certificates must be distributed to insured members. Printed documents are available on request. Note: under ERISA plan administrators may deliver SPD/certificates electronically if appropriate and necessary measures reasonably calculated to ensure that the system

Employee Benefits Proposal and Cost Summary

Prepared for Superstition Fire & Medical District on April 5, 2016
Proposed Effective Date of May 1, 2016

Presented By: BENEFIT LOGIC INC

for furnishing documents results in actual receipt of transmitted information. Legal counsel should be consulted for questions regarding delivery or recordkeeping requirements.

Plan Design

- This is a non-occupational plan providing coverage for disabilities occurring off the job.
- Members eligible but not enrolled under the prior plan, members requesting reinstatement in the plan, and late enrollees will not be required to submit evidence of insurability. They will instead be subject to a 60-day benefit waiting period for sickness or pregnancy during their first 12 months in the plan.
- Renewal rates will be communicated to the policyholder 31 days prior to the renewal effective date.
- STD benefits will not be paid while a member is receiving sick pay.
- The proposed rate is guaranteed for 12 month(s).
- STD benefits will no longer be paid to an insured member once they begin to receive LTD benefits.
- Total disability is not required to receive benefits. An insured employee can be eligible for benefits while working in a partial capacity.

Assumptions

- Proposed rate includes electronic documents.

Conditions

- For coverage to become effective on 05/01/2016, the plan requires the greater of 25% minimum participation or 10 enrolled members.
- The proposed rate assumes coverage currently in force.

Additional Information

For additional information on the available features and benefits of Short Term Disability Insurance from The Standard, click here: <http://www.standard.com/eforms/8844.pdf>

Employee Benefits Proposal and Cost Summary

Prepared for Superstition Fire & Medical District on April 5, 2016
Proposed Effective Date of May 1, 2016

Presented By: BENEFIT LOGIC INC

LTD Plan 1

Covered Members

A regular employee of the Employer working 20 hours per week

Plan

LTD Income Benefit	60%
Insured Predisability Earnings	\$8,333
Maximum Monthly Benefit	\$5,000
Minimum Monthly Benefit	\$100/10%
Benefit Waiting Period	180 Days
Maximum Benefit Period	To SSNRA
Own Occupation Period	24 Months
Guarantee Issue (benefit)	Full Benefit
Employer Contribution	0%

Cost

	Members	Age	Rate: Percent of Earnings	X	Volume	=	Monthly Premium
All Enrolled	2	<= 29	0.065		\$9,419		
	9	30-34	0.130		\$45,011		
	11	35-39	0.240		\$57,901		
	10	40-44	0.350		\$65,218		
	10	45-49	0.550		\$66,766		
	5	50-54	0.850		\$33,553		
	0	55-59	0.950		\$0		
	1	60-64	0.800		\$3,938		
	0	65-99	0.800		\$0		
Total							

- The proposed rates are guaranteed for 36 months.
- We provide policyholders with a 31-day notice of rate change.

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Features

- A Rehabilitation Plan Benefit is included. This pays for approved expenses incurred by a disabled member as part of a rehabilitation plan in preparation for a return to work. Expenses may include: training and education, family care, job search and other job-related expenses.
- To simplify administration, The Standard will pay your matching FICA and Medicare taxes and prepare W-2s for members who are receiving LTD benefits.
- AdminEASE service is included. These time-saving online tools are the fastest, easiest and most secure way to administer your plan.
- The plan includes a Reasonable Accommodation Expense Benefit that is among the most generous in the industry. This benefit reimburses your expenses toward approved workplace modifications that help members return to work or remain at work.
- The Standard consolidates the filing and management of LTD and Life waiver of premium claims.
- For groups with 10-2,499 enrolled members, an Employee Assistance Program (EAP) is included for members covered by the LTD plan. Services range from WorkLife services to legal and financial counseling, with up to three face-to-face assessment and counseling sessions. When total lives covered by LTD is over 3,000, a stand-alone contract for EAP services should be set up directly with the EAP provider.
- The plan includes E-Contract document service for efficient, convenient online contract document delivery. Printed documents are available on request. Certificates must be distributed to insured members. Note: Under ERISA, plan administrators may deliver Summary Plan Descriptions/certificates electronically, but must implement measures to ensure participants actually receive them. Please consult legal counsel to clarify your delivery or recordkeeping requirements.
- A 24-month return to work incentive is included. For the first 24 months following the first day a disabled member works after LTD benefits are payable, their work earnings will not be treated as deductible income unless LTD benefits plus work earnings exceed 100% of their indexed predisability earnings.

Plan Design

- STD benefit payments end once the disabled member begins to receive LTD benefits.
- A Rehabilitation Incentive Benefit is included. The LTD benefit amount will be increased by 10% of predisability earnings as long as a disabled member is participating in an approved rehabilitation plan. The LTD benefit may still not exceed the plan maximum benefit amount.
- Partial disability is covered from the first day of disability.
- A Survivors Benefit is included. This provides a lump sum payment equal to three times the LTD benefit without reduction by deductible income.
- Continuity of coverage is included.
- Primary and dependents Social Security benefits will be used as deductible income.
- The Other Limited Conditions limitation has been removed. The plan includes a 24-month lifetime combined duration for Mental Disorder and Substance Abuse limitations.
- The plan includes a 3/12 preexisting condition exclusion.
- Sick leave payable to the disabled member will be used as deductible income.

Assumptions

Employee Benefits Proposal and Cost Summary

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- The proposed rates assume that only participants are included in the census provided.
- The proposed rates assume the group participates in Social Security and Public Employee Retirement System.
- The proposed rates assume you participate in a Workers' Compensation plan.
- The proposed rate assumes coverage is currently in force.
- Proposed rate includes electronic documents.

Conditions

- Rates assume 55% enrollment.
- For coverage to become effective on 05/01/2016, the greater of 25 % of eligible members or 10 members must enroll.
- We require evidence of insurability for members who enroll more than 31 days after they are first eligible for coverage.
- We require evidence of insurability for members who are eligible under the current plan, but are not enrolled.
- We require confirmation that you participate in Social Security and Public Employee Retirement System.

Additional Information

For additional information on the available features and benefits of Long Term Disability Insurance from The Standard, click here: <https://www.standard.com/eforms/16544.pdf>

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Producer Compensation Disclosure

We recognize the valuable role of Insurance advisors, consultants and brokers ("producers") in helping their clients design an employee benefits program, and we support reasonable and fair compensation for these services. Producers may be eligible to receive compensation from The Standard. Any questions regarding the compensation connected with this proposal should be directed to the producer. Please visit our website at www.standard.com/compensation/eb/ to view our normal commission scales. If this proposal is quoted with a non-standard scale or override it is noted below. An override if noted is compensation paid in addition to or in lieu of commissions. Please consult with your producer for details.

Non-standard commission scale: **N/A**

Override: **N/A**

Unless participation is declined by the producer or client, contingent compensation is additional compensation that may also be paid and is contingent on the satisfaction of one or more minimum requirements, such as a specified amount of new premium volume or persistency in connection with the producer's block of business. For information about our customary producer rewards program visit www.standard.com/compensation/eb/. Some producers may have a contingent compensation arrangement that differs from our customary program. Please consult with your producer for additional details.

Additionally, fees for administrative, marketing or consulting services may apply. If applicable, fees are noted below.

Fees: **N/A**

Employee Benefits Proposal and Cost Summary

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Presented By: BENEFIT LOGIC INC

We appreciate the opportunity to provide you with this benefit and cost summary proposal from The Standard. This document outlines certain important features of the group insurance coverages available. This is not a contract or an offer to contract for such coverages. Detailed information about other important features of the coverage proposed is available on request. Just ask your broker/consultant or Standard representative.

A completed application must be submitted before a group can be considered for coverage. Insurance will be effective after the application is accepted by The Standard. If approved, we will issue a contract containing our customary language. It will not duplicate existing policy language, if any. The group contract will contain provisions and defined terms not described in this Benefit and cost summary proposal. The group contract will control if there are discrepancies between it and this proposal.

The proposed premium rate and plan design for each coverage are based on the underwriting data received by The Standard. Final premium rates and plan provisions will be determined by The Standard on the basis of: applicable state laws, policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured, and our current underwriting rules and practices.

This benefit and cost summary proposal expires on June 29, 2016, unless replaced or withdrawn by The Standard.

Appendix F

f) State Forester Intergovernmental Agreement

Submitted By:

Fire Chief Paul Bourgeois

Division Chief Rick Ochs

Background / Discussion:

The SFMD wishes to enter into an Agreement with the State Forester regarding the use of the SFMD Regional Training (RTC) located at 3700 E. 16th Ave. The State Forester desires the use of office space at the RTC. Their current office is located in North Phoenix, however, the majority of their work occurs in the East Valley. In exchange for use of office space, the Forester will provide Wildland training classes for the SFMD membership and will allow the use of the Globe Hand Crew to help maintain landscaping at the RTC, Administration Office and at the Technical Services Annex.

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Approval of the State Forester IGA

Enclosure(s):

State Forester IGA



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INTERGOVERNMENTAL AGREEMENT

between
Superstition Fire & Medical District
and
State of Arizona (by and through) the Arizona State Forester

This Agreement (Agreement) is entered into this ____ day of _____, 2016, between the State of Arizona, the Arizona State Forester, hereinafter referred to as "State Forester" and Superstition Fire & Medical District, hereinafter referred to as the "District" .

WHEREAS the State Forester may enter into agreements pursuant to A.R.S. § 37-622(A), and

WHEREAS the State Forester has need of a property in the Superstition area for the purposes of a district office, crew coordinator office, periodic crew staging during campaign incidents and to conduct seasonal training sessions.

WHEREAS the District has space at one of its locations that could be used by the State Forester for the above stated purposes.

WHEREAS this Agreement will authorize the State Forester's occupancy of the Subject Property described below for use as stated above.

NOW THEREFORE, in consideration of the mutual promises and covenants as more particularly set forth below, by accepting this Agreement, the parties hereby agree to abide by the following terms and conditions:

1. **Location of Subject Property.** The Subject Property to be included in this Agreement is located on District property at 3700 E 16th Ave. Apache Junction, AZ 85119.

2. **Office Location.** The Office or Offices designated for use by the State Forester are identified to be identified by the District. The District may authorize the State Forester to utilize other work space at the District facility located at 3700 E. 16th Ave for various agreed upon work details.

3. **Term of Agreement.** The term of this Agreement will be for a period of one (1) year, commencing on _____, 2016 and terminating on _____, 2017.

4. **Cost.** The State Forester agrees to provide and or support the delivery of seasonal wildland training classes through and with the District when personnel are available to do so. The State Forester has also agrees to permit the use of the Globe crew as a trade of labor to perform maintenance of various District grounds if at the discretion of the Globe crew supervisor the crew is available and free from State project work, training or fires or any other condition causing the crews lack of availability. The lessor waves any cost or fees in exchange for this available workforce.

5. **Reservations.** The District reserves the right to enter into any other land use agreements or leases, such as but not limited to utility rights-of-way, which would not be incompatible with the uses and occupancy as allowed in this Agreement.

6. **Access Reservation.** The District further reserves for any purpose the nonexclusive right to unrestricted ingress and egress to and from the Subject Property and for the use of portions of the property not designated for exclusive State Forester use

7. **Improvements to Subject Property.**

a. **The State Forester accepts premises AS-IS.** The State Forester shall receive prior written approval from the District before any proposed addition, improvement, or construction work on the Subject Property. *The State Forester shall understand that the Fire District does not own the property at 3700 E. 16th Ave. in Apache Junction and is in fact a tenant of the property, and therefor does not have the ability, authority or right to allow for any improvements of the property or its structures.*

b. All facilities and/or improvements constructed upon the Subject Property shall be at the expense of the State Forester.

c. Ownership and title of structures, facilities and improvements placed upon the leasehold premises by the State Forester, shall be vested in the District, and the District shall not be liable or responsible for payment of the cost or value of such structures, facilities and improvements. At the expiration or termination of this Agreement, the State Forester shall have the right, as directed by the District, to remove from the leasehold premises all items of personal property not permanently affixed to the real property.

d. No hazardous or regulated substances shall be stored, used or disposed of on the Subject Property. Remediation of releases of such hazardous or regulated substances as a result of actions by the Lessee or persons with whom the State Forester has a contractual relationship shall be the sole responsibility of the State Forester.

8. **Termination Clause.** In the event that the State Forester fails to comply fully with the obligations under this Agreement, the District shall notify the State Forester in writing that it is in default under the Agreement and describe the nature of any deficiencies. If, within sixty (60) days of receiving a notice of default, the State Forester fails to remedy such deficiencies, the District in its sole discretion may terminate this Agreement, and any and all of the District's obligations hereunder shall become terminated without prejudice to the right of the District to recover from the State Forester all damages and/or sums payable accrued up to and including the date of termination. A waiver by the District of any default on behalf of the State Forester or any extension of time granted to the State Forester to cure any default shall not constitute a waiver of the requirement that time is of the essence of this Agreement.

9. **Utilities A.** All utilities including but not limited to electric, gas, water, sewer, trash collection, are the responsibility of the District to pay.

Utilities B. All internet and telephone service installed by the State Forester shall be in the name of and paid for by the State Forester.

10. **Repairs of Subject Property.** The State Forester agrees, at its own expense, to keep and maintain the leased property and all improvements placed thereon, or used by the State Forester in good condition and repair, normal wear and tear excepted.

11. **Mechanics Liens.** The State Forester agrees to keep the Subject Property and structures and improvements thereon free and clear from any and all liens arising from work performed, materials furnished or obligations incurred by the State Forester. Upon completion of any approved construction activity, copies of signed lien waivers shall be supplied to the District by the State Forester.

12. **Inspections by the District.** Upon reasonable notice and without breaching the security of the State Forester, or unreasonably interfering with the State Forester's occupancy of, or access to the premises, the District shall have the right to enter the premises: (a) to inspect the Subject Property; (b) to

supply any service provided to the State Forester hereunder; (c) to show the premises to prospective purchasers, lenders, investors or Subleases of the premises; (d) to post notices of non-responsibility; (e) to alter, improve or repair the premises and any portion of the building; and (f) to erect scaffolding and other necessary structures where required by the work to be performed. The District shall give the State Forester not less than three days' notice of such entry.

13. **Termination for conflict of interest.** This Agreement may be terminated pursuant to A.R.S. § 38-511 for conflict of interest.

14. **Termination for non-availability of funds.** Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.

15. **Amendments.** This Agreement may be modified only by a written amendment signed by both parties.

16. **Arbitration.** To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and costs.

17. **Return of Subject Property to the District.** Upon vacating the Property, the State Forester shall leave the premises in good condition, allowing for ordinary and normal usage during occupancy, and to reimburse the District for any damage done to the Property caused by the State Forester's occupation, other than due to normal use. Nothing herein shall be deemed a waiver of any rights of the District to demand and obtain possession of the Property in accordance with the terms and conditions of this Agreement in the event of a violation of this Agreement.

18. **District's Interest in Subject Property.** If the District's interest or right to possession to the Property is terminated prior to the expiration of this Agreement, the Agreement is automatically terminated along with any and all of the District's liabilities or obligations hereunder, provided, however, that a voluntary sale or disposition of the leasehold premises by the District shall be subject to this Agreement and the provisions contained herein.

19. **State Nondiscrimination Orders.** In the event that it applies, the parties agree to comply with the Governor's Executive Order No. 2009-09, amending 75-5, entitled "Prohibition of Discrimination in State Contracts - Nondiscrimination in Employment by Government Contractors and Subcontractors". Said non-discrimination orders, by reference, are made a part of this Agreement.

20. **Invalidity of a Term.** The Parties agree that in the event any term of this Agreement should be held to be invalid by a court of competent jurisdiction, the invalidity of any such term shall in no way affect any other term of this Agreement.

21. **Addresses of the District and State Forester.** Any notices to or demand upon either party hereto by the other party pursuant to this Agreement shall be in writing and shall be delivered in person to the other party or forwarded by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

- a. If intended for District, to:

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

- b. If intended for State Forester, to:

State Forester
Arizona State Forestry
1110 West Washington St., Suite 100
Phoenix, Arizona 85007

or to such other address as either party may from time to time furnish in writing to the other party by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt.

22. **District's Right to Enforce.** Either party's failure to require strict performance of any term or condition of this Agreement shall not constitute a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to reject to it.

23. **Indemnification.** Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

ATTORNEY CERTIFICATE

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the power and authority granted under the laws of the State of Arizona to those Parties to the Intergovernmental Agreement represented by the undersigned.

Attorney for the State Forester

Attorney for SFMD

IN WITNESS WHEREOF, each person signing this Agreement warrants that he/she has the capacity, full power, and authority to execute this Agreement and consummate the transaction(s) contemplated hereby on behalf of the parties herein.

State of Arizona
Arizona State Forestry

Superstition Fire & Medical District

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____