

# **BOARD OF DIRECTORS MEETING**

February 21, 2024

#### SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

KATHLEEN CHAMBERLAIN, BOARD CHAIRMAN

CONNIE VAN DRIEL, BOARD CLERK

JEFF CROSS, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

SHAWN KURIAN, BOARD DIRECTOR



# Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

#### BOARD OF DIRECTORS MEETING AGENDA FOR FEBRUARY 21, 2024

Call in Phone Number: 480-646-1864

Access Pin: 1234

The Board will hold a meeting on Wednesday, February 21, 2024. 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 room will be accessible to the public at 5:00 p.m. The meeting will be open to the public and will begin at 5:30 p.m. local time.

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

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

- 1. Review and approval of the January 2024 financial reports and bank reconciliations.
- 2. Recognition of employee performance, achievements, and special recognition for community members.

#### 3. Call to the Public.

A.R.S. §38-431.01(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 listed below:

- A. Board Meeting Minutes from January 17, 2023
- B. Disposition of Surplus Property Computer Equipment
- C. 2024 Blues & Brews Festival Medical Staffing Agreement
- D. Revised Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2023 / 2024 from the Pinal County Treasurer's Office
- E. Renewal of Contract for Property / Casualty / Liability Insurance Service
- F. ADOT Government Agency Electronic Data Access Agreement
- G. Carpet and Tile Quote for SFMD Administration Building
- H. 2024 Gold Canyon Golf Resort Event Fire Staffing Standby and Apparatus Agreement

- 5. Discussion and update relating to the FY24/25 Budget Development.
- 6. Discussion and possible approval of Wells Fargo Authorized Representatives.
- 7. Reports.

Senior Leadership Team (SLT):
Fire Chief John Whitney
Assistant Chief Brian Read
Transportation Services Director Billy Warren
Assistant Chief Richard Mooney
Administrative Services Director Anna Butel
James Vincent Group
President Colt Weddell

- 8. New Business / Future Agenda Items.
- 9. Announcements and Document Signing.

#### 10. Adjourn

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

One or more members of the Governing Board may attend the meeting telephonically.

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

Posted on: February 15, 2024

At: 1500 Hours By: Sherry Mueller

The Superstition Fire & Medical District (SFMD) Administrative Office Board Meeting Room is accessible to the handicapped. In compliance with the American with Disabilities Act (ADA), those with special needs, such as large-type face print or other reasonable accommodations may request those through the SFMD Administration Office (480-982-4440) at least 24-hours before the Board Meeting.

#### **Agenda Item Title**

Review and approval of the January 2024 financial reports and bank reconciliations.

#### **Submitted By**

James Vincent Group

#### **Background/Discussion**

The James Vincent Group prepares the monthly financial reports. The District's annual budget, which is adopted by the Board each June for the following fiscal year (July 1 – June 30), is formatted to mirror the monthly financial statements. The financial reports provide the Board with a monthly recap of expenditures and revenues, along with year-to-date account balance information.

In compliance with A.R.S. §48-807(O), the following reports have been added to the monthly financial statements packet:

- 1. Cash Flow All Governmental Funds.
- a. The Cash Flow report consists of the combined cash balances of all District Funds. These balances include the General (100), Transport Services (150), Capital Projects (200), Special Revenue (400), Debt Principal (500), Debt Interest (600) and Certificates of Participation (700) Funds. The Cash Flow report is updated monthly with the actual revenues deposited into and actual expenditures disbursed from the District's cash accounts. It is important to note the revenues and expenditures are reported on a Cash Basis. This report is generated to demonstrate that the fire District maintains sufficient cash available to satisfy the projected expenditures budgeted over the course of the fiscal year.
- 2. Fund Account Bank Reconciliations.

The reconciliation of each of the District's Fund Cash Accounts (General (100), Transport Services (150), Capital Projects (200), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds) between the Pinal County Treasurer's monthly bank statement and the District's Fund balance sheet report is provided. To signify Board approval of the monthly financial statements and bank reconciliations, the Board Chairman is requested to sign the attached Letter of Acceptance which will be kept on file at the District.

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

N/A

#### Enclosure(s)

\*Monthly Financials provided under separate cover

#### **Recommended Motion**

"Motion to approve the January 2024 financial reports and bank reconciliations."



## **Superstition Fire & Medical District**

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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **January 2024:** 

- 1. Financial Statement
- 2. Bank Reconciliations
  - a. General (100) Fund
  - b. Transport Services (150) Fund
  - c. Capital Projects (200) Fund
  - d. Special Projects (400) Fund
  - e. Debt Principle (500) Fund
  - f. Debt Interest (600) Fund
  - g. Certificates of Participation (700) Fund

Kathleen Chamberlain. Board Chair	Date	



#### **Agenda Item Title**

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

#### **Submitted By**

Fire Chief John Whitney Assistant Chief Brian Read Assistant Chief Richard Mooney

#### **Background/Discussion**

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

# **February Service Anniversaries**

#### 24 Years of Service:

Fire Captain / Paramedic Carlos Rivera

#### 15 Years of Service:

Fleet Services Manager Vaughn Croshaw

#### 11 Years of Service:

Captain / Paramedic **Dave Endres**Engineer **Monte Fuller**Captain / Paramedic **Chris Furgeson** 

#### 5 Years of Service:

Firefighter / Paramedic Matt Leon
Paramedic Ryan Markham

#### 2 Years of Service

Firefighter David Tavares
Firefighter Max Gregor
Firefighter Haden Langenhorst
Firefighter Logan Garman
Firefighter Jordan Wilkes
Firefighter Erik Arbit

#### 1 Year of Service

Paramedic **Holly Bassett**Firefighter Recruit **Mason Norvell** 



#### **Agenda Item Title**

Call to the Public

#### A.R.S. §38-431.01(H)

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

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

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

#### **Background / Discussion**

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

#### **Scheduled**

None



#### **Agenda Item Title**

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

- A. Board Meeting Minutes from January 17, 2024 Appendix A
- B. Disposition of Surplus Property Computer Equipment Appendix B
- C. 2024 Blues & Brews Festival Medical Staffing Agreement Appendix C
- D. Revised Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2023/2024 from the Pinal County Treasurer's Office **Appendix D**
- E. Renewal of Contract for Property / Casualty / Liability Insurance Service Appendix E
- F. ADOT Government Agency Electronic Data Access Agreement Appendix F
- G. Carpet and Tile Quote for SFMD Administration Building Appendix G
- H. 2024 Gold Canyon Golf Resort Event Fire Staffing Standby and Apparatus Agreement Appendix H

#### Background/Discussion

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

#### **Recommended Motion**

"Motion to approve the consent agenda items for February 21, 2024."



Go to Item 5

**Go to Appendices** 

## **Agenda Item Title**

Discussion and update relating to the FY24/25 Budget Development

#### **Submitted By**

Fire Chief John Whitney James Vincent Group

### **Background/Discussion**

Discussion and review of Budget planning and development for Fiscal Year 2024/2025.

## Financial Impact(s)/Budget Line Item

## Enclosure(s)

## **Recommended Motion**

No Motion



#### **Agenda Item Title**

Discussion and possible approval of Wells Fargo Authorized Representatives.

#### **Submitted By**

John Whitney, Fire Chief Anna Butel, Administrative Services Director

#### Background/Discussion

Recently, SFMD became aware that the Wells Fargo authorized representatives are Roger Wood and board members. Because communications with Wells Fargo are imperative in daily District operations, staff recommend the removal of Roger Wood, Connie Vandriel, Jason Moeller, Shawn Kurian, Jeffrey Cross, and Kathleen Chamberlain as Authorized Representatives. The additions would then be Miki Klemesrud and Anna Butel, as they pertain to daily activities such as wire transfers, website administration, and notifications from Wells Fargo.

The authorized representatives are not account signers and cannot sign checks. The board members will remain as the only signers of checks on the Wells Fargo account.

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

n/a

#### Enclosure(s)

#### **Recommended Motion**

"Motion to approve changes in the Wells Fargo Authorized Representatives."



#### **Agenda Item Title**

Reports

#### **Background / Discussion**

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

- > Senior Leadership Team
- > Labor

#### **Recommended Motion:**

N/A



## **Agenda Item Title**

**New Business / Future Agenda Items** 

## **Financial Impact**

N/A

# Enclosure(s)

N/A

# Recommended Motion:

"TBD"



## **Agenda Item Title**

**Announcements and Document Signing** 

## **Background / Discussion**

The BOD and staff may share and discuss items to be placed on future BOD agendas.

# **Recommended Motion:**

N/A



# Agenda Item Title Adjournment

# **Recommended Motion:**

"Motion to adjourn the Board meeting."



# **Appendix A**

#### A. Board Meeting Minutes from January 17, 2024

#### **Submitted By**

**Board Secretary Sherry Mueller** 

#### **Background / Discussion**

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

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

N/A

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

January 17, 2024 Board Meeting Minutes





# Superstition Fire & Medical District

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# Governing Board Meeting Minutes JANUARY 17, 2024

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, JANUARY 17, 2024. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

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

#### A. Call to Order

Chairman Chamberlain called the meeting to order at 5:30 PM.

#### B. Pledge of Allegiance

The Pledge of Allegiance led by Retiree Roger Wood

#### C. Roll Call

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

Senior Leadership Team in attendance were Fire Chief John Whitney, Assistant Chief Brian Read, Assistant Chief Richard Mooney, Transportation Services Director Billy Warren, Administrative Services Director Anna Butel, Ben Archer with James Vincent Group, and Chief Dave Pohlmann. Also in attendance was Sherry Mueller, Human Resources Generalist / Board Secretary. Attorney William Whittington attended via conference phone.

#### 1. Review and approval of the December 2023 financial reports and bank reconciliations.

**Motion** by Director Moeller to approve the December 2023 financial reports and bank reconciliations.

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

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

#### January Anniversaries

#### 35 Years of Service:

John Christensen, Engineer

#### 21 Years of Service:

Chuck Hanson, Engineer/Paramedic

#### 3 Years of Service:

Brady Harmon, Firefighter/Paramedic Andrew Silva, Paramedic

#### 2 Years of Service:

Miki Klemesrud, Account Clerk Specialist AP/AR

#### 1 Year of Service:

**Andrew Hayes, EMT** 

#### Retirement

**Roger Wood,** Finance Director 2013 - 2024

#### 3. Call to the Public.

None

#### 4. Consideration and possible approval of all consent agenda items listed below:

- A. Board Meeting Minutes from December 20, 2023
- B. Executive Session Minutes from December 20, 2023
- C. Portable Radios Purchase
- D. 2024 The Wedding Venue Event Firewatch Staffing & Apparatus Standby Agreement

**Motion** by Director Kurian to approve all consent agenda items for January 17, 2024.

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

5. Discussion and possible approval of the Fire District's Independent Auditor's Report and related financial statements for the fiscal year ending June 30, 2023, as required by Arizona Revised Statute §48-253, and as presented by Bakertilly (previously Henry & Horne, LLP) – Certified Public Accountants.

The District's annual audit was completed as required by A.R.S. §48-253. Steven May, Audit Supervisor – Bakertilly, attended the Board meeting to present information regarding the audit.

Steven May explained the basics of the annual audit. He stated there were no findings issued in 2023 and there were no recommendations issued in 2023.

**Motion** by Clerk Van Driel to approve the Fire District's Independent Auditor's Report and related Financial Statements for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, as submitted by Bakertilly, and to direct Staff to submit the auditor's report to Pinal County and Maricopa County as required by ARS§48-253.

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

6. Discussion regarding the planning calendar and process for Fiscal Year 2024/2025 SFMD Revenue and Expenditure Budget.

No Motion

#### 7. Senior Leadership Team Reports

#### **Fire Chief Report**

- Firewise/wildfire preparedness Discussion with Peralta Trails HOA
- Central Arizona Life Safety Council
- Statewide Mutual Aid Discussion
- Joint Statement of Principles
- Personnel Discussions
- Pre-Promotional Process Prep
- Budget Prep
- Appreciation for Donations:
  - > Sunrise RV Church \$1,000
  - ➤ Lost Dutchman RV Resort \$750
  - ➤ Golden Vista RV Resort \$500
  - ➤ D Ann Wallace \$25

#### **Emergency Services**

- Met with Class 24-1 RTO
- City of AJ Special Events Task Force
- Attended (virtually) AFDA, CALSC, ROCC-Ops
- Met with Mountain Vista Health's CEO and CNO
- Firewise discussion with Peralta Trails HOA

- Therapy Dog visit to stations 264 and 265
- AREST practical scenarios
- LDM Unified Command Meeting
- Special Events Staffing

#### Significant Incidents:

- 12/1/2023 Goldmine Trail rescue, medical issues Transported to Goldfield ER
- 12/23/2023 Idaho & US60, single vehicle rollover Transported to Chandler Regional ER
- 12/26/2023 Winchester & Royal Palm area, Mobile home fire Fire control food on stove with minor extensions to the kitchen No injuries
- 12/28/2023 Vista Road/Bowman Area Working fire on scene of detached garage with 30% involvement Fire control No injuries
- 1/1/2024 Trail Rescue, Broadway Trailhead 2 separate incidents
- 1/3/2024 Opal/E. Cicero Street area, vehicle fire Fire extinguished and one victim transported to burn center
- 1/10/2024 Silly Mountain rescue of an injured hiker Patient transported to parking lot and refused further treatment or transport
- 1/10/2024 S. Cardinal/S. Weaver House fire Crews report working attic fire Fire controlled, no injuries
- 1/11/2024 E. Bursage Circle/E. Saguaro Blossom House/attic fire Crews found a working kitchen fire with two persons inside Victims rescued and fire extinguished Both victims transported to hospital
- Monthly Incident Call Volume

#### **Training**

- 4<sup>th</sup> Quarter Hose Deployment Training
- 2024 1<sup>st</sup> Quarter Ladder Training
- Crew-Based Training (CBT) Pumping and Ladder company operations
- EVRA 24-1
  - $\geq 2/5/2024 5/16/2024$
  - > RTO Captain Ledbetter
  - > Five recruits
  - ➤ Pre-academy 1/16 2/2 Lead Instructor Engineer Mark Nelson, Advisor Engineer Trey Schow
- 2024 1st Quarter Ladder Company Training at Gilbert Public Safety Training Facility
  - > Focusing on victim rescues
- Ladder Company Shift Trainers
  - ➤ A Captain Robson
  - ➤ B Captain Rivera
  - ➤ C Captain Yates
- 1st Quarter TRT Training
  - > Palm Tree Rescue
  - > Steep Angle
  - > SFMD Instructors assisting

- East Valley Cadets at Mesa Training 12/27/23 and 1/2/2024
  - ➤ Went over Ropes/Rappelling
  - ➤ Lead Captain Garcia
  - ➤ Cadet Trainers Captain Shively, Firefighter Schaeken and Firefighter Willoughby
- Monthly and FYTD Training Hours

#### **EMS**

- Completed AREST ACLS and CPR Training
- Attended the Regional Operational Consistency Committee meeting for EMS
- Met with Mountain Vista Medical's Senior Leadership
- Administrative Cleanup/Catch-up
  - > JBL online learning
  - ➤ Annual training calendar
  - CARES updates

#### **Transportation Services**

- Banner Baywood Prehospital Meeting
- Ambulance Dispatch Protocol Meeting
- AREST Training
- New Hire EMT training
- EMS ROCC Billing Sub-Committee Meeting
- AEMS Education Committee Meeting, AEMS Functional Meeting
- Ambulance Commander Deductible Management Utility update
- Monthly Transportation Volume
- CON Compliance through December 2023

#### **Support Services**

Fire Prevention

- Plan Reviews 10
- Inspections 19
- Citizen Request 7
- Environmental Requests -38

#### Community Risk Reduction

- Community Events 3
- Fire Safety Presentations 1
- Car Seat Placements 2
- School Pub Ed Presentations 0
- AED/CCR Presentations 2
- Station 263 & Avalon Elementary Kindergarten students sang Christmas carols
- Station 264 Lead Montessa Golf Cart Parade
- Fire Truck Birthday party visit (3-year-old)
- Special Events Meeting
- Marathon Meeting
- Peralta HOA Firewise consult

#### **Administrative Services**

- Grants DFFM and AFG
- UKG W2 data, ACA Sign Off, Leave of Absence Configuration
- Office Tasks Miscellaneous items
- Admin Facility Plumbing, Floors, and Furniture
- Five Firefighter Recruits
- Two New EMTs

#### 8. New Business / Future Agenda Items

None

### 9. Announcements / Document Signing

Clerk Van Driel announced the following items:

- <u>Sleepy Hollow Road/County</u> The County is trying to organize a meeting which may possibly held around February 12, 2024 to discuss possible round-about, possible gate discussion, Fire District invited
- Renaissance Festival ADOT discussion on possible addition of a 3<sup>rd</sup> lane on HWY 60 and/or a possible red light (in 2025).
- Country Thunder Discussions on possible additional entry for next year
- <u>Fish Creek / SR 88</u> ADOT beginning to do repairs in March 2024 potentially opening the road in the summer of 2024.
- <u>SMES</u> Moving the pre-school over to the old SMES School
- Queen Valley 1/27/2024 Car, Truck and Bike show
- <u>Hackamore Road / BLM Land</u> Closing for 2 years beginning on February 5, 2024 (near Goldfield Ghost Town). Closed to all vehicle access. The area will be completely fenced. Horseback riding and hiking only allowed.
- <u>Trailhead Closings</u> Two possible trail head closing by 2026 Cloud View and Broadway Trailhead
- Paving for SMD Complex Discussions regarding paving for SFMD Complex
- Remodel of PC Complex Began discussions with County Staff to look at the potential to add a
  Community Hall to the complex. One of the alternatives is to remodel building 800 and add on an
  additional 5,000 sq. ft. However it would have to be built out and up. Other alternatives are being
  looked at.

#### 10. Adjourn

**Motion** by Clerk Van Driel to adjourn the board meeting at 6:48 p.m.

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

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Governin	ig Board	Approval:

# **Appendix B**

#### B. Disposition of Surplus Property – Computer Equipment

#### **Submitted By**

Lauren Daniel, Information Systems Coordinator

#### **Background/Discussion**

Computer equipment past its useful life has been inventoried for disposition.

Pending approval from the Board, these items will be taken by our IT contractor, PNI, who will facilitate asset disposition and hard drive wipes with DMD Systems.

#### Financial Impact/Budget Line Item

Data destruction (hard drive wipe) - \$7 each To be invoiced by DMD upon completion.

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

List of Computer Equipment for Disposition (February 2024)



# Disposition of Surplus Property Computer Equipment (February 2024)

Model #	Description	Asset Tag
dla155rm2u	Network UPS	
smt1500	Network UPS	
686212-001	HP Proliant dl360 gen8 server	
670634-201	HP Proliant dl360 gen8 server	
air-cap1602i	Cisco Wireless Access Point	
air-cap1602i	Cisco Wireless Access Point	
air-cap1602i	Cisco Wireless Access Point	
air-cap1602i	Cisco Wireless Access Point	
air-cap1602i	Cisco Wireless Access Point	
air-cap1602i	Cisco Wireless Access Point	
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air-cap1602i	Cisco Wireless Access Point	
air-cap1602i	Cisco Wireless Access Point	
air-ap1852i	Cisco Wireless Access Point	
air-ap1852i	Cisco Wireless Access Point	
air-ap1852i	Cisco Wireless Access Point	
air-ap1852i	Cisco Wireless Access Point	
mh8f3ll	iphone 11	
7md70e	hp m139 printer	
r1900	epson sytlus photo r1900	5975
ce841a	hp laserjet m1212	6542
d8c46ut	hp pro 3500 desktop	7018
d3k73ut	hp pro 3500 desktop	6932
1601	microsoft surface	6973
a1612	ipad	
a7k05ut	hp probook 4530s	6628
v1p91ut	hp elitebook folio 1040 g3	
v1p91ut	hp elitebook folio 1040 g3	7229
mvv519	benq projector	
air-cap1602i	Cisco Wireless Access Point	
air-ap1852i	Cisco Wireless Access Point	
a1460	ipad	
a1566	ipad	
a1954	ipad	

# Disposition of Surplus Property Computer Equipment (February 2024)

Model #	Description	Asset Tag
a1954	ipad	
qv993av	hp elite 8300 pc	6720
d3k73ut	hp pro 3500 desktop	6940
vs798ut	hp pro 3000 pc	6456
asa5505	Cisco ASA 5505 Firewall	
d3k73ut	hp pro 3500 desktop	6939
d3k73ut	hp pro 3500 desktop	6953
d3k73ut	hp pro 3500 desktop	6952
d3k73ut	hp pro 3500 desktop	6934
d3k73ut	hp pro 3500 desktop	6950
e3t56ut	hp pro 3500 desktop	7032
e3t56ut	hp pro 3500 desktop	7035
e3t56ut	hp pro 3500 desktop	7025
c8n27av	hp eliteesk 800 g1 pc	6976
b210	xerox b210 printer	
a1289	Apple Desktop	
pvi portable	Peavy Audio System	
cf-c2	Panasonic CF-C2 Laptop	7158
cf-c2	Panasonic CF-C2 Laptop	7146
cf-c2	Panasonic CF-C2 Laptop	7154
cf-c2	Panasonic CF-C2 Laptop	7157
cf-c2	Panasonic CF-C2 Laptop	7152
cf-c2	Panasonic CF-C2 Laptop	
l8d63ut	HP Elitebook folio 1040 g2	
l8d63ut	HP Elitebook folio 1040 g2	7172
c6z48ut	hp probook 6570b	6717
c6z48ut	hp probook 6570b	6716
a1395	ipad	6676
a1395	ipad	6671
a1954	ipad	
1631	microsoft surface	6993
CF-20	panasonic cf-20 laptop	7459
CF-20	panasonic cf-20 laptop	7292
CF-20	panasonic cf-20 laptop	7293
vs248	Asus monitor	7013
cz195a	hp laserjet printer	
asa5515	Cisco asa 5515 Firewall	
vpl-cx5	sony projector 453	
	HP elitebook folio	7232

# **Appendix C**

#### C. 2024 Blues & Brews Festival Medical Staffing Agreement

#### **Submitted By**

**Assistant Chief Richard Mooney** 

#### **Background/Discussion**

The 2024 Blues & Brews Festival Staffing Agreement is an annual contract between the Superstition Fire & Medical District and the AM Events & Entertainment. The Blues & Brews Festival is scheduled for March 9, 2024.

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

The contract provides for cost recovery for personnel while generating some revenue for the UTV.

#### Enclosure(s)

2024 Blues & Brews Festival Medical Staffing Agreement





# Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

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Website | sfmd.az.gov

February 21, 2024

#### **AM Events & Entertainment**

John Chavez Blues and Brews Festival 602-705-5446 jc@askingmaraevents.com

#### 2024 Blues & Brews Festival; Medical Staffing Agreement

This Medical Staffing Agreement represents the cost associated with providing Emergency Medical Services (E.M.S.) to staff a Medical Aid Station for the Blues and Brews Art Festival on March 9, 2024. This joint agreement between AM Events & Entertainment and the Superstition Fire & Medical District is only valid for the March 9, 2024 scheduled event. This Agreement provides for one E.M.T. Basic provider and one Paramedic Advanced provider to serve as medical aid services.

Both parties agree upon the following obligations as per the execution of this Agreement for services:

#### Fire District's Obligations:

- 1. Provide one (1) State Certified Paramedic, advanced level provider, and one (1) State Certified E.M.T., basic level provider, to staff a medical aid station at the special event located at Flat Iron Park 100 N. Apache Trail, Apache Junction, AZ 85120, on Saturday, March 9, 2024, from the hours of 10:30 am until 5:30 pm.
- 2. Provide all necessary advanced life support equipment required for Paramedic level care.
- 3. Provide all necessary disposable medical supplies.
- 4. Provide communications equipment for contact with Mesa Regional Dispatch Center for requesting additional resources for the treatment or transport of patients at the event.
- 5. Provide for the disposal of medical waste or other biohazard materials generated by the treatment of patients at the event.

#### **AM Events Obligations:**

- 1. Agree to pay for the services of one (1) State Certified Paramedic provider and one (1) State Certified E.M.T. provider to staff a medical aid station at the special event located at (Flat Iron Park)100 N. Apache Junction, AZ 85120, on Saturday, March 9, 2024, from the hours of 10:30 am until 5:30 pm (7.0 hours total per provider) per Schedule 'A' (attached).
- Provide a secure and centralized location for staging an Emergency Vehicle. This location shall
  have direct access in and out of the festival grounds to avoid any delays in the transportation of
  patients or response of additional emergency vehicles.
- 3. Signage to identify the medical aid service's location.
- 4. Provide radio equipment to facilitate communications between the medical aid station staff, the event security staff, and the event coordinators throughout the duration of the event.
- 5. Always provide unobstructed access for emergency vehicle traffic into the event.

#### **Miscellaneous Provisions:**

- 1. <u>Indemnification</u>: To the fullest extent permitted by law, AM Events shall defend, indemnify, and hold harmless the Fire District, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Agreement by the AM Events, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance the Apache Junction Area Chamber of Commerce may be legally liable. Nothing herein shall be construed to modify the gross negligence standard in A.R.S. § 48-818.
- Non-appropriation: This Agreement shall be subject to available funding for the Fire District, and nothing in this Agreement shall bind the Fire District to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

If parties agree upon all conditions and obligations, the Fire District, and AM Events Entertainment, this document and representative(s) signature(s) shall be considered and accepted as a binding agreement.

Affixed signatures and receipt of payment must be received in advance of the scheduled event date at our administration office located at 565 N. Idaho Rd, Apache Junction, AZ, 85119, for this Agreement to remain valid.

Pursuant to A.R.S. Section 38-511, the Fire District may terminate this Agreement.

Superstition Fire and Medical District	AM Events Entertainment	
Board Chair:	Agent:	
Printed:	Printed:	
Board Clerk:	Co-Agent:	
Printed:	Printed:	



# Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

#### **SCHEDULE 'A'**

The cost is based on two personnel for a total of 7 hours each (10:30 am through 5:30 pm). The cost will be based on actual hours worked.

Personnel costs for each position who may work the event:

Cost for 7 hours

• Certified Paramedic \$80/hour

• Certified EMT \$70/hour

Apparatus Cost (1030-1730)

• UTV Cost per Hour \$50.00/hour \$350

**Total cost:** (Personnel cost/hour plus apparatus cost/hour)

Upon provision of services, the Superstition Fire & Medical District will Invoice the total cost based on the personnel who work the event, as displayed above. The Invoice is payable within 30 days of receipt.

<sup>\*</sup>These costs represent actual hourly overtime rates for personnel based on current SFMD special event overtime rates. These costs can be used to calculate additional resources if needed.

## **Appendix D**

D. Revised Resolution Affecting County Treasurer Transactions for Fiscal Year 2023 / 2024 from the Pinal County Treasurer's Office

#### **Submitted By**

John Whitney, Fire Chief Anna Butel, Administrative Services Director

#### **Background / Discussion**

The <u>Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2023 - 2024</u> ("Resolution") is an annual requirement from the Pinal County Treasurer's Office ("PCT"). The purpose of the Resolution is for the District to provide direction to PCT as to who is authorized to approve the following types of transactions on behalf of the District:

- 1. Investment Resolution: Authorizes the Pinal County Treasurer's Office to invest on behalf of the District any/all excess funds in interest-bearing securities as authorized by law.
- 2. Warrant Resolution: Identifies individuals who are authorized to provide warrant information, including wires, voids, and/or stop payments to the Pinal County Treasurer on a daily basis.
- 3. Fund Transfer Resolution: Identifies individuals who are authorized to request the Pinal County Treasurer to process wire transfers, book transfers, and/or EFT payments on behalf of the District.
- 4. Warrant Signature Resolution: Identifies (and provides specimen signatures) for those authorized to sign warrants on behalf of the District for the Fiscal Year 2023 / 2024.
- 5. List of Outside Bank Accounts: Identifies the outside bank accounts maintained by the District.

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

#### The Only Change to the Resolution

Adding another internal person to assist in the administration of financial transactions. This will prevent delays when other employees are out of the office.

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

#### Financial Impact/Budget Line Item

N/A

#### **Enclosures(will be forthcoming)**

Revised Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2023 / 2024



## REVISED COMBINED R E S O L U T I O N AFFECTING COUNTY TREASURER TRANSACTIONS FOR FISCAL YEAR 2023-2024

Arizona, and hereby declares that on the 21st day o board meeting, upon motion duly made, seconded, a	nd carried with a vote of "Ayes" and
"Nays" this Board approved one or more of the followith or by the Pinal County Treasurer for Fiscal Ye	llowing Resolutions affecting financial transactions ar 2023-2024.
An authorized initial in one or more boxes acknone or more of the following resolutions:	owledges the Governing Board's approval of the
WHEREAS, this District periodically has fauthorized requirements; and,	funds on hand that are in excess of any anticipated
WHEREAS, it appears to be in the best in Treasurer to invest and keep invested these funds in	terest of the district to authorize the Pinal County interest bearing securities as authorized by law; and
WHEREAS, from time to time it will in the authorize the Pinal County Treasurer to sell these authorized District requirements; and	e best interest of the District, and thus necessary, to e securities to provide available funds for current
WHEREAS, Arizona state law permits the G of the Pinal County Board of Supervisors to invest a for the fiscal year.	overning Board of this District to request the consent and reinvest all district monies as authorized by law
BE IT RESOLVED by that subject to the co Pinal County Treasurer is authorized to purchase, he	onsent of the Pinal County Board of Supervisors, the old, and sell such securities on behalf of this district.
************	*************
WHEREAS, this District issues or will issue County Treasurer; and,	e warrants drawn on the servicing bank for the Pinal
WHEREAS, it in the best interest of the Dis	trict to authorize the herein named person(s),
Ben Archer Clowes	
Printed Name	Signature
Sara Simonton	
Printed Name	Signature

Printed Name	Signature
Lori Hlavin_ Printed Name	Signature
Anna Butel Printed Name	Signature
as an authorized representative(s) of the District, to and/or stop payments, to the Pinal County Treasure	provide warrant information including wires, voids or on a daily basis; and
WHEREAS, the Pinal County Treasurer w bank for valid District purposes and to prevent frau	vill submit the warrant information to the servicing d and/or illegal use of district funds.
,	that subject to the consent of the Pinal County Board al County Treasurer with warrant information as as.
***********	************
WHEREAS, it appears to be in the best inter	rest of the District to authorize
Michelle (Miki) Klemesrud Printed Name	Signature
Lori Hlavin Printed Name	Signature
Anna Butel_ Printed Name	Signature
	11 P: 10 + T

as an authorized representative(s) of the district to request the Pinal County Treasurer to process wire transfers, book transfers, ACH and/or EFT payments on behalf of the District.

BE IT RESOLVED that the Governing Board hereby authorizes one or more of the foregoing persons to request that the Pinal County Treasurer process payments via Treasurer check, wire transfers, book transfers, ACH and/or EFT payments on behalf of the District on behalf of the district for the fiscal year, 2023-2024.

***************	*************		
This resolution is required of those distri	cts authorized by Arizona Statute to issue its		
WHEREAS, it appears to be in the best inte persons to sign warrants on behalf of the district for	rest of the district to authorize the below specified the fiscal year, 2023-2024;		
BE IT RESOLVED that the Governing Board hereby authorizes the following persons to sign warrants on behalf of the district for the fiscal year, 2023-2024.			
Kathleen Chamberlain Printed Name	Signature		
<u>Jeff Cross</u> Printed Name	Signature		
Shawn Kurian_ Printed Name	Signature		
Jason Moeller Printed Name	Signature		
Connie Van Driel Printed Name	Signature		
John Whitney_ Printed Name	Signature		

WHEREAS, the Pinal maintained by the district we		shall be advised of any outside bank accounts llowing account(s):	
Wells Fargo	Phoenix, AZ	Payroll Clearing Account	
Bank Name	Bank Location (city/st)	Account Purpose	
Wells Fargo_	Phoenix, AZ_	Electronic Deposit/ACH Payment Account	
Bank Name	Bank Location (city/st)	Account Purpose	
Wells Fargo_	Phoenix, AZ_	Lockbox Payment Account	
Bank Name	Bank Location (city/st)	Account Purpose	
	ED BY THE GOVERNING E	THIS IS A TRUE AND CORRECT COPY OF BOARD OF THE DISTRICT AND THAT THIS KED BY THE BOARD.	
Dated: Approval for Fiscal Year <u>2023-2024</u>			
Kathleen Chamberlain, Direct Name and Title: (Typed/Print	<del></del>	(Signature)	
Jeff Cross, Director			
Name and Title: (Typed/Print	ed)	(Signature)	
Shawn Kurian, Director_ Name and Title: (Typed/Print	ed)	(Signature)	
Jason Moeller, Director  Name and Title: (Typed/Print	ed)	(Signature)	
Connie Van Driel, Director	1)	(6: 4 )	
Name and Title: (Typed/Print	ea)	(Signature)	

## **Appendix E**

#### E. Renewal of Contract for Property / Casualty / Liability Insurance Service

#### **Submitted By:**

Fire Chief John Whitney

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

Cindy Elbert Insurance is our current broker for our ESIP insurance property damage and liability policies. The quote we received from Cindy Elbert Insurance for the period March 1, 2024 – February 28, 2025, is \$281,943 (assuming Terrorism Risk Insurance Act (TRIA) coverage is declined as in past years), an increase of \$64,004 now includes Cyber Liability. :

		This Year	Last Year	Change	Coverage
A.	Auto & Property:	\$199,124	\$167,155	+31,969	Vehicle, Buildings, contents
В.	Inland Marine:	51,847	29,710	+22,137	Portable equipment
C.	Umbrella Liability:	24,773	21,074	+3,699	Umbrella, General, Professional
D.	Cyber	<u>6199</u>			
		\$281,943	\$217,939		

The increase in insurance premiums is about 25% and now includes cyber liability. Additionally, carriers are increasing premiums across the board.

Additional Items for Consideration.

- 1. Terrorism Coverage.
  - a. Annual premium = \$3,983.
  - b. The Terrorism Risk Insurance Act of 2002 requires insurance companies to offer terrorism coverage.
  - c. The District can decline this coverage.

#### Financial Impact/Budget Line Item:

Accounts 100-10-61700-10 and 150-10-61700-10 (Vehicle / Property / Liability Insurance)

#### **Staff Recommendation:**

Staff recommends the approval of the ESIP insurance for property and vehicle damage, and liability. Staff also recommends the Board decline the Optional Terrorism Risk Insurance Act (TRIA) coverage.

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

Cindy Elbert Insurance Services Premium Quote





January 31, 2024

**Emailed** 

Chief John Whitney
Superstition Fire & Medical District
John.whitney@sfmd.az.gov

RE: Arch Insurance Renewal Proposal

Eff. 3/1/24-25

Dear Chief Whitney,

Thank you very much for giving us the opportunity to provide your service with the insurance proposal from the above carrier. A copy of the insurance proposal, location outline, and vehicle list are enclosed. Please review limits and coverage for accuracy and let us know of any changes.

\*Your annual premium can be found on the Premium Summary on page 31 of the Insurance Proposal.

PLEASE NOTE: Do not pay until you receive your invoices from McNeil and Company. All future invoices will come by mail directly from McNeil and Company And will be billed on quarterly installments

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

- 1. Please sign & date declination of terrorism
- 2. Please sign & date Statement of Values form
- 3. Please sign & date MVR guidelines
- 4. Please complete attached crime supplement
- 5. Please let us know if there have been any plumbing, heating/cooling, wiring or roofing updates to location 1135 W Superstition Blvd and 3955 E Superstition Blvd.

Once we receive the above items **No Later Than 2/23/24**, we can request the Binder of Insurance, vehicle ID cards and certificates. Please give us a call if you have any questions.

888-681-1020 Ext. Û

Sincerely,

Cindy Elbert Enclosure(s)

## TERRORISM COVERAGE DISCLOSURE NOTICE

#### TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

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

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

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

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

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

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% in years 2020 through 2027 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2020 and each Calendar Year thereafter through 2027.

#### DISCLOSURE OF CAP ON ANNUAL LIABILITY

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

#### **DISCLOSURE OF PREMIUM**

Your premium for terrorism coverage is: \$3,983.00

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

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

#### REJECTION STATEMENT

I hereby	decline to	purchase	coverage for	certified	acts of	terrorism.	I understand that	an exclusion	of
certain te	errorism los	sses will be	made part of	f this polic	cy.				

Policyholder/Legal Representative/Applicant's Signature

> Print Name of Policyholder/Legal Representative /Applicant

Date:

Superstition Fire & Medical District

Named Insured

Arch Insurance Company Insurance Company

Policy Number: MEPK07620514, MEIM07656114,

MEUM07602714

## STATEMENT OF VALUES

Policy Number MEPK07	620514		•		
Insured Superstition	Fire & Medical D	istrict		·	
Headquarters Address	565 N. Idaho R	d.,			
	Apache Junctio	n, AZ 85119			
Form of Coverage: 🗖 A	ctual Cash Value	applies to Item	s (items are marked with a * in t	he schedule)	
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(Attach Forms and	d Endorsements v	vhich require co	mpletion to indicate specific info	ormation)	
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☐ Basic ☐ Earthquake ☐ Other					
☑ Special			(Specify)		
Sta	te exact wording o	of the coverage	as it will appear on the policy		
All values submitted ar my knowledge and bel Signed	VICES OFFICE U	est of	COMPANY, AGEN  Statement of Values submitte Name Cindy Elbert Insurance Sen Person to Contact Street City Peoria Stat	d by: vices, Inc.	
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Superstition Fire & Medical District

MEPK07620514

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Superstition Fire & Medical District

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Superstition Fire & Medical District

MEPK07620514

#### NOTES

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



# CRIME SUPPLEMENT MULTI-STATE

P.O. Box 5670 Cortland, NY 13045 Phone: (800) 822-3747 Fax: (607) 756-5051 Email: applications@ moneilandcompany.com

General Information	er Miller auf De gestaat geweren oor gestaat ook aan de gestaat de gestaat ook een de ges			was na wyddian sidd a siddiadd
Date of survey:	Renewal I perstition Fire & Medical	<sub>Date:</sub> 3/1/24 [	Date proposal needed:	
Legal Name of Organization:	(please includ	e all organizations that are to be included as in	nsureds)	· · ·
	· · · · · · · · · · · · · · · · · · ·	FEIN: 8	6-0311208	
Mailing Address: 565 N Idah	o Rd. Apache Junction A	AZ 85119 County:	Pinal	
CRIME		n Consegnation and the Consegnation of the Con	and the second	the contract of the second Con-
Name of treasury: <u>Find</u>	al County Ti	reasurer		
What is your annual revenue? \$ _	30 million			
Fidelity	•			
Type of Bond:				
	Limit of Insurance		\$ <u>100,000</u>	
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Position Schedule	Position	Limit of Insurance	Excess over Blan	nket
		\$	☐ Yes ☐ N	10
		\$	☐ Yes ☐ N	10
		\$	☐ Yes ☐ N	<b>√</b> 0
		\$	☐ Yes ☐ N	40
Computer Fraud and Fu	nds Transfer	\$		
☑ Forgery or Alterations	Limit of Insurance	e: \$ 10,000		
Are department computers physic	ally secured?			Yes 🗌 No
Are online login credentials secur	ed?		<b>A</b>	Yes ⊡ No
Does the department have a cred	lit card or debit card?		×	Yes 🗌 No
If yes, are card holders auth	orized to make online purchases?		×	Yes No
Does anyone have access to dep	artment accounts from home?		×	Yes No
If so, do they use a departm	ent-issued computer, or a personal o	computer? Departs	ment Personal	
If they use a department cor	mputer, are other household member	·		Yes 💢 No
Money and Securities				
<del>-</del>		the Property Coverage Extensions. If in	ncreased limits are neede	d only to cover
!	Event	Date of Event		nit Needed
			\$	

	and the Control of the State of	Section Sectio				
General Crime Information	* .					
Are internal account reviews conducted by an individual/committee without access to funds?	省 Yes	☐ No				
If yes, how often are accounts examined? 📈 Monthly 🔲 Quarterly 🔲 Semi-Annually 🔲 Annually	☐ Other					
When were the accounts last examined? Month/Year						
Are Invoices or Requisitions, Check Registers and Bank Statements cross-checked against each other at reconciliation?	Yes Yes	□ No				
Do all checks require 2 signatures?	Yes	☐ No				
If No, do checks over a certain amount require 2 signatures?	<u></u>	□ No				
Are procedures in place requiring segregation of duties so that no single transaction can be fully controlled from organization to corperson?	mpletion by	one No				
Do you prohibit employees who reconcile monthly bank statements from						
Signing Checks?	<b>≥</b> Yes	☐ No				
Making Withdrawals?	⊠XYes	☐ No				
Handling deposits?	ĭ⊠Yes	☐ No				
Do you maintain a list of authorized vendors?	Yes	☐ No				
Do you verify invoices against a corresponding purchase order, receiving report and/or vendor list prior to issuing payment?	🔀 Yes	☐ No				
Do you perform reference checks, including criminal history checks, on persons who frequently handle money?						

\* James Vincent Group is an external finance/accounting firm that reconciles all bank accounts on a monthly basis.

Bakertilly is an external audit firm that audit our bank accounts, account reconciliations, and the overall controls implemented by Superstan Fire and Medical District.

#### **APPLICATION SIGNATURES & STATE FRAUD STATEMENTS**

NOTICE: ANY PERSON WHO, KNOWINGLY OR WITH INTENT TO DEFRAUD OR TO FACILITATE A FRAUD AGAINST ANY INSURANCE COMPANY OR OTHER PERSON, SUBMITS AN APPLICATION OR FILES A CLAIM FOR INSURANCE CONTAINING FALSE, DECEPTIVE OR MISLEADING INFORMATION MAY BE GUILTY OF INSURANCE FRAUD.

**NOTICE TO ALABAMA APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

NOTICE TO ALASKA APPLICANTS: A person who knowingly and with intent to injure, defraud or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law.

NOTICE TO ARIZONA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

NOTICE TO ARKANSAS, LOUISIANA, RHODE ISLAND AND WEST VIRGINIA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NOTICE TO CALIFORNIA APPLICANTS:** For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**NOTICE TO DELAWARE APPLICANTS:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: 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.

NOTICE TO IDAHO APPLICANTS: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement containing any false, incomplete or misleading information is guilty of a felony.

**NOTICE TO INDIANA APPLICANTS:** A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete or misleading information commits a felony.

NOTICE TO KANSAS APPLICANTS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral or telephonic communication statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**NOTICE TO KENTUCKY APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MINNESOTA APPLICANTS: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

#### **APPLICATION SIGNATURES & STATE FRAUD STATEMENTS**

NOTICE TO NEW HAMPSHIRE APPLICANTS: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NOTICE TO NEW MEXICO APPLICANTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**NOTICE TO OREGON APPLICANTS:** Any person who, knowingly and with intent to defraud or facilitate a fraud against any insurance company or other person, submits an application, or files a claim for insurance containing any false, deceptive, or misleading material information may be guilty of insurance fraud.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO PUERTO RICO APPLICANTS: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than tenthousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

NOTICE TO TENNESSEE AND VIRGINIA APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**NOTICE TO TEXAS APPLICANTS**: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

NOTICE TO UTAH APPLICANTS: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.

**NOTICE TO VERMONT APPLICANTS:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

NOTICE TO WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

THE UNDERSIGNED REPRES	ENTS THAT HE/SHI	E HAS MADE A GOO	DD FAITH EFFOR	T TO ASCERTAIN	COMPLETE AND
ACCURATE ANSWERS TO TH	E QUESTIONS SET !	FORTH IN THIS APPL	CATION AND THA	AT THE INFORMATI	ON PROVIDED IN
THIS APPLICATION, INCLUDI	ING ANY ATTACHM	ENTS, IS TRUE, ACC	CURATE, AND CO	OMPLETE TO THE	BEST OF THEIR
KNOWLEDGE AND BELIEF.		and the same of th		_	_
Applicant's Signature:				Date: 2 - 3	5-24
Applicants Oignature	7//		507 m. d. /		· · · · · · · · · · · · · · · · · · ·
Name and title (please print):	JOHN W	Armey IV	Fine C	-HIZEIT	
Insurance Broker's Signature:		/ / /		Date:	
(To be signed by someone who d	oes hot have access to	funds)			
ad P					



## Insurance Proposal For:

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

Presented By:

Cindy Elbert Insurance Services, Inc.

15182 North 75th Avenue

Suite 100

Peoria, AZ 85381

Phone: (602) 942-3900

Fax: (602) 942-4300

**Emergency Services Insurance Program** 

Offered by McNeil & Company, Inc.

P.O. Box 5670

67 Main Street

Cortland, NY 13045

Phone: (800) 822-3747 Fax: (607) 756-5051

Website: www.esip.com

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

## OUR PROMISE



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

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

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

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

### NAMED INSURED



## Named Insured will read on the policy as:

#### First Named Insured:

Superstition Fire & Medical District

#### Other Named Insured:

Apache Junction Fire District

Pipes and Drums

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



## **Basic Coverage Information**

Coinsurance

Agreed Amount

**Building Deductible** 

\$5,000 Single Occurrence Deductible

**Business Personal Property Deductible** 

\$5,000 Single Occurrence Deductible

Cause of Loss Form:

Special



#### Limits of Insurance

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

1 - 1 Fire Station

Building:

\$2,443,343

Business Personal Property:

\$189,637

Building Valuation: Guaranteed Replacement Cost

Business Personal Property Valuation: Guaranteed Replacement Cost Ordinance or Law Provision: Up to 100% of Direct Damage Amount

1 - 2 Carport

Building:

\$47,141

**Business Personal Property:** 

\$0

Building Valuation: Guaranteed Replacement Cost

Business Personal Property Valuation: N/A

Ordinance or Law Provision: Up to 100% of Direct Damage Amount

Flood:

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

\$1,000 Deductible

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

\$1,000 Deductible

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

2 - 1 Fire Station

Building:

\$2,443,343

Business Personal Property:

\$488,668

Building Valuation: Guaranteed Replacement Cost

Business Personal Property Valuation: Guaranteed Replacement Cost

Ordinance or Law Provision: Up to 100% of Direct Damage Amount



### Limits of Insurance

2 - 2 Antenna Building

Building:

\$66,008

Business Personal Property:

\$1,954,674

Building Valuation: Guaranteed Replacement Cost

Business Personal Property Valuation: Guaranteed Replacement Cost Ordinance or Law Provision: Up to 100% of Direct Damage Amount

2 - 3 Carport

Building:

\$47,141

Business Personal Property:

\$0

**Building Valuation: Guaranteed Replacement Cost** 

Business Personal Property Valuation: N/A

Ordinance or Law Provision: Up to 100% of Direct Damage Amount

Flood:

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

\$1,000 Deductible

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

\$1,000 Deductible

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

3 - 1 Maintenance Facility

Building:

\$3,257,791

Business Personal Property:

\$1.147,089

**Building Valuation: Guaranteed Replacement Cost** 

Business Personal Property Valuation: Guaranteed Replacement Cost Ordinance or Law Provision: Up to 100% of Direct Damage Amount

Flood:

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

\$1,000 Deductible

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



#### Limits of Insurance

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

4 - 1 Fire Station

Building:

\$4,045,708

Business Personal Property:

\$244,334

Building Valuation: Guaranteed Replacement Cost

Business Personal Property Valuation: Guaranteed Replacement Cost Ordinance or Law Provision: Up to 100% of Direct Damage Amount

4 - 2 Carport

Building:

\$47,141

**Business Personal Property:** 

\$0

Building Valuation: Guaranteed Replacement Cost

Business Personal Property Valuation: N/A

Ordinance or Law Provision: Up to 100% of Direct Damage Amount

Flood:

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

\$1,000 Deductible

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

\$1,000 Deductible

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

5 - 1 Administration Building

Building:

\$2,235,195

Business Personal Property:

\$573,554

Building Valuation: Guaranteed Replacement Cost

Business Personal Property Valuation: Guaranteed Replacement Cost Ordinance or Law Provision: Up to 100% of Direct Damage Amount

Flood:

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

\$1,000 Deductible

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



#### **Limits of Insurance**

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

6 - 1 Fire Station

Building:

\$3,837,066

**Business Personal Property:** 

\$203,613

Building Valuation: Guaranteed Replacement Cost

Business Personal Property Valuation: Guaranteed Replacement Cost Ordinance or Law Provision: Up to 100% of Direct Damage Amount

6 - 2 Carport

Building:

\$47,141

Business Personal Property:

\$0

Building Valuation: Guaranteed Replacement Cost

Business Personal Property Valuation: N/A

Ordinance or Law Provision: Up to 100% of Direct Damage Amount

6 - 3 Antenna Building

Building:

\$65,999

Business Personal Property:

\$1,954,674

Building Valuation: Guaranteed Replacement Cost

Business Personal Property Valuation: Guaranteed Replacement Cost Ordinance or Law Provision: Up to 100% of Direct Damage Amount

Flood:

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

\$1,000 Deductible

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



#### Limits of Insurance

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

7 - 1 Fitness Center

Buildina:

\$816.233

Business Personal Property:

\$203,613

Building Valuation: Guaranteed Replacement Cost

Business Personal Property Valuation: Guaranteed Replacement Cost

Ordinance or Law Provision: Up to 100% of Direct Damage Amount

Flood:

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

\$1,000 Deductible

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

\$1,000 Deductible

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

9 - 1 Fire Station

Building:

\$3,591,715

Business Personal Property:

\$162,890

Building Valuation: Guaranteed Replacement Cost

Business Personal Property Valuation: Guaranteed Replacement Cost

Ordinance or Law Provision: Up to 100% of Direct Damage Amount

Flood:

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

\$1,000 Deductible

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

\$1,000 Deductible

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

10 - 1 Training Building

Building:

\$0

Business Personal Property:

\$1,551,328

Building Valuation: No Coverage

Business Personal Property Valuation: Guaranteed Replacement Cost

Ordinance or Law Provision: N/A

Flood:

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

\$1.000 Deductible

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



## **Coverage Extensions Included**

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

Contingent Loss to the Undamaged Portion of the Building Demolition Cost Coverage Increased Cost of Construction

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

Actual Loss Sustained; Up to 24 Months

Applies at:

Newly Acquired and Constructed Locations

Non-Owned Fundraising Locations for up to 30 days; No Waiting Period

Locations of Sirens, Antennas, Towers and Similar Structures

Includes Increased Time Due to Enforcement of an Ordinance or Law

Includes Civil Authority with No Mileage Restriction

#### **Computers and Communications Equipment**

\$250,000

**Broadened Causes of Loss** 

#### Software, Data and Valuable Papers

Included with No Sub-limit

**Broadened Causes of Loss** 

### **Equipment Breakdown Coverage**

Included with No Sub-limit

Heating and Cooling Systems

Telephone Systems

Communication Equipment

Back-Up Generators

Miscellaneous Electrical Equipment

Hazardous Substance Contamination (\$250,000)

## **Newly Acquired Property**

\$2,500,000

Up to 180 Days

Material, Equipment and Supplies (\$25,000)



## Coverage Extensions Included

**Outdoor Property** 

\$300,000

**Fences** 

Monuments and Memorials

Paved Surfaces such as Parking Lots and Sidewalks

Trees, Shrubs, Plants and Lawns (\$25,000 Each)

**Property In Transit** 

\$50,000

Broadened Causes of Loss

**Property Off Premises** 

\$100,000

**Broadened Causes of Loss** 

**Uncollected Funds** 

Included With No Sub-Limit

**Broadened Causes of Loss** 

Pollutant Clean-Up

\$150,000

**Debris Removal** 

\$100,000

Spoilage

\$250,000

Money & Securities

\$50,000

**Premises Expanded** 

1,000 Feet

**Outdoor Signs** 

Included With No Sub-Limit

Fire Extinguishing Equipment

Cost to Recharge; No Sub-Limit

**Property of Others** 

Included With No Sub-Limit

Broadened Causes of Loss (Primary Coverage)

Sewer and Drain Back Up

Included With No Sub-Limit

**Antiquities, Trophies & Awards** 

Included With No Sub-Limit

**Crime Reward** 

\$25,000



## Coverage Extensions Included

#### **Additional Covered Property**

**Building & Personal Property Limit** 

Not to Exceed \$500,000

Excavations, Grading, Backfilling or Filling

Foundations of Buildings, Structures, Machinery or Boilers

Bulkheads, Pilings, Piers, Wharves or Docks

Retaining Walls that are not part of a Building

Underground Pipes, Flues or Drains

Fungus, Wet Rot, Dry Rot or Bacteria

\$50,000

Lock and Key Replacement

\$25,000

**Unintentional Omission of Property** 

\$500,000

Waived Deductible

Up to \$1,000

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

**Glass Deductible** 

Waived if Only Damage

**Tenant Glass** 

\$10,000

**Snow Removal Expense** 

\$1,000 per Policy Period

Inventory or Appraisal

\$50,000

**Non-Owned Detached Trailers** 

\$10,000

**Utility Services (Direct Damage)** 

\$50,000

False Pretense

Included with No Sub-limit

Garages and Storage Sheds

\$10,000

Contents in Garage or Storage Shed \$1,000

Unscheduled Buildings or Structures Used by the Public

\$100,000



## **Coverage Extensions Included**

Contents in Unscheduled Buildings or Structures Used by the Public \$10,000

Preservation of Property

90 Days



### Limits of Insurance

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

# Schedule of all Premises you Own, Rent or Occupy

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

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

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

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

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

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

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

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

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

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



### Coverages Included

Non-Owned Aircraft & Watercraft

Owned Watercraft less than 35 feet

**Owned Unmanned Aircraft (Drones)** 

**Contractual Liability** 

**Fund Raising Activities** 

**Host Liquor Liability** 

Temporary Liquor Liability for Events Lasting 10 Days or Less

Members as Insureds

Includes Physicians acting within the scope of their duties for Insured

#### Fire and Rescue Service Liability

**Emergency Services E&O** 

Medical Malpractice Liability

Dispatcher's Liability

Medical Director's E&O

Good Samaritan Liability

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

Directors and Officers Liability

Spousal Liability

Estates, Heirs & Legal Representatives Liability

**Employee Benefits Liability** 

**Employment Related Practices Liability** 

Unintentional Release of Individually Identifiable Health Information

**Outside Directorships** 

\$100,000 Non-Monetary Relief

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



### **Coverages Included**

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

#### **Pollution Liability**

On-Premises

Includes Above Ground Fuel Storage Tanks

Off-Premises

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

#### **Fellow Member Liability**

Bodily Injury and Property Damage

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

#### **Enhanced Property Damage**

Use of Reasonable Force to Protect Persons or Property

Bail Bonds - \$5,000

Your Expenses - \$1,000 per day

#### **Blanket Additional Insured**

Persons or Organizations - As Required by Contract

Managers, Landlords or Lessors of Premises

Lessors of Leased Equipment

#### Waiver of Subrogation

Newly Acquired/Formed Organizations - 180 Days

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

Limits Persons Required to Give Notice

#### Liberalization

**Bodily Injury Includes Mental Anguish** 



## **Additional Terms and Conditions**

\$10,000 EPLI deductible applies

## CYBER LIABILITY



## Limits of Insurance

Aggregate \$500,000

Cyber Extortion \$25,000

Network Security and Privacy Liability \$500,000

Retro Date: 2015-03-01

Data Incident Response Expense Coverage \$500,000

Retro Date: 2015-03-01

**Basic Coverage Information** 

Deductible (applicable to all coverage parts) \$5,000

## CRIME



## Type of Coverage

Limit of Insurance (no deductible applies)

**Employee Theft - Blanket** 

\$100,000

Includes All Employees, Volunteers, Board

Members and Treasurers

**Faithful Performance of Duty** 

Included

**Coverage Extensions** 

**Credit Card Forgery** \$250 Deductible

\$10,000



## Limits of Insurance

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

# **Deductibles (Single Occurrence)**

Emergency Apparatus Deductible \$5,000



## Vehicle Schedule

No.	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>	ACV A	greed Value
1	2000	Dual	Trailer	4ZBUE0183YK000218	N/A	N/A
2	2000	Freightliner	Tanker	1FV6JLCB3YHB47326		\$160,824
3	2000	ALF	Heavy Rescue	1FVHBGA891HH52221		\$265,527
4	2000	ALF	Pumper Tanker	4Z3HAACG31RH62838		\$397,585
5	2001	Ford	Ambulance ALS	1FDWF36F81ED16476		\$82,476
6	2003	Ford	Service	1FTNX21P53EB39394		\$32,197
7	2000	Chevrolet	First Responder	1GCGK29R2YF475776		\$23,203
8	2004	Ford	First Responder	1FTSW31P34EA50016		\$37,322
9	2004	Ford	First Responder	1FTSW31P14EA50015		\$37,322
10	2004	Pierce	Pumper	4P1CT02HX4A003776		\$518,917
11	1991	Ford	Light Rescue	1FDYK84A1MVA09065		\$39,038
12	2005	Ford	First Responder	1FTWW31P55EA66978		\$42,505
13	2005	Ford	First Responder	1FDWW37P35EA66979		\$47,824
14	2005	Ford	First Responder	1FDWW37P55EA76820		\$47,824
15	2006	Ford	First Responder	1FDWF36P86EB58656		\$33,266
16	2007	Pierce	Tanker	1HTWGAZT77J385198		\$207,899
17	2008	Ford	Service	1FTNF20568EB80594		\$17,356
18	2008	Ford	Service	3FAHP07148R141314		\$17,907
19	2008	Ford	Service	3FAHP07168R141315		\$17,907
20	2008	Pierce	Pumper LDH	4P1CU01H08A007954		\$634,641
21	2007	GMC	Heavy Rescue	1GDE5E3287F417094		\$194,123
22	2006	Ford	First Responder	1FMPU15536LA61424		\$28,642
23	2008	Pierce	Pumper LDH	4P1CU01H98A008083		\$700,705
24	2009	Ford	First Responder	1FDAW57R89EA72449		\$46,594
25	2012	Pierce	Pumper	4P1CU01D3CA012703		\$646,530
26	2012	Pierce	Pumper	4P1CU01D5CA012704		\$646,530
27	2011	Pierce	Mini Pumper Type III	1HTWEAZRXCJ564047		\$310,304
28	2005	Cert	Trailer	AZ272615	N/A	N/A
29	2013	Pierce	Pmp/Tnk	4P1CU01D2DA013326		\$1,408,739
30	2014	Ford	F250	1FT7W2B67EEA92714		\$68,371
31	2014	Ford	Expedition	1FMJU1F54EEF17678		\$42,000
32	2014	Ford	F150	1FTFW1EF3EKD62234		\$43,100

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

Superstition Fire & Medical District 3/1/2024



### **Vehicle Schedule**

			20111010	311341413		
33	2014	Ford	F150	1FTFW1EF1EKD62233	\$48,700	
<u>No.</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>	ACV Agreed Value	
34	2014	Ford	F150	1FTFW1EF5EKG08961	\$41,000	
35	2014	Ford	F150	1FTFW1EF7EKG08962	\$41,000	
36	2014	Ford	F150	1FTFW1EF9EKG08963	\$41,000	
37	2014	Ford	F150	1FTFW1EF0EKG08964	\$41,000	
38	2016	Pierce	Tanker	1FVHC5DV9GHGZ2324	\$486,609	*
39	2016	Ford	Ambulance Unit C90	1FDUF4GT4GEA39853	\$332,761	*
40	2016	Ford	Ambulance Unit C87	1FDUF4GT8GEA39855	\$341,500	*
41	2016	Ford	Ambulance Unit C88	1FDUF4GT6GEA39854	\$341,500	*
42	2016	Ford	Ambulance Unit C89	1FDUF4GTXGEA39856	\$341,500	*
43	2016	Ford	Ambulance Unit C86	1FDUF4GT4GEA45474	\$341,500	*
44	2016	Ford	F150	1FTEW1EF7GFA56001	\$43,000	
45	2016	Ford	F150	1FTFW1EF3GFA56002	\$63,796	
46	2016	Pierce	Pumper	4P1BAAGF7GA016780	\$759,846	
47	2017	Load	Trailer	4ZEUT1827H1122473	\$2,600	
48	2019	Polaris	Ranger UTV	4XARSE999K8555525	\$25,207	
49	2019	Pierce	Pumper #C95	4P1BAAGF5KA020495	\$747,139	
50	2021	Polaris	Ranger UTV	4XARSE994M8063018	\$25,207	
51	2021	Pierce	Pumper	4P1BAAGF3MA022703	\$739,787	
52	2023	Ford F150	Chiefs Vehicle	1FT8W2BN1PED02268	\$64,928	



### **Included Coverages**

**Scheduled Vehicles** 

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

Hired / Borrowed Vehicles

Members as Insureds

Towing and Labor for Vehicles Carrying Physical Damage

No Sub-Limit Within 250 Miles

\$2,500 Beyond 250 Miles

\$0 Glass Deductible for Vehicles Carrying Physical Damage

**Fellow Member Liability** 

Automatic Increase for Specified Agreed Value Vehicles

3% Per Year

**Automatic Increase for Specified Agreed Value Vehicles** 

6% Per Year

Damage to Non-Owned Buildings You Occupy

**Garage Liability** 

Damage to Customer's Autos \$50,000

**Pollution Liability** 

For Pollutants Used in Emergency Operations

Waived Deductible

Up to \$1,000

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

Accidental Discharge of an Airbag for Vehicles Carrying Physical Damage

**Enhanced Property Damage** 

Use of Reasonable Force to Protect Persons or Property

Bail Bonds - \$5,000

Your Expenses - \$1,000 per day

**Blanket Additional Insured** 

Persons or Organizations - As Required by Contract



## **Included Coverages**

Waiver of Subrogation

Duties in the Event of an Accident, Claim, Suit or Loss
Limits Persons Required to Give Notice

Bodily Injury Includes Mental Anguish

Waiver of Immunity

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



## **Physical Damage Coverage Information**

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

1. Agreed Value

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

2. Actual Replacement Cost

Including the Cost to Update to Current Standards

3. Repair Cost

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

#### For Actual Cash Value Vehicles We Pay:

1. Actual Cash Value

Including the RCV for Special Paint, Decals and Equipment Including the Cost to Update to Current Standards

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

1. Cost of a New Apparatus

Including the Cost to Update to Current Standards

2. Actual Amount Spent for Repair or Replacement



## **Coverage Extensions**

#### Member's Autos

Non-Emergency:

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

Emergency:

Lesser of Cost to Repair, or ACV, Plus Towing

#### Rental Reimbursement\*

Up to \$15,000 in 90 Day Period

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

Up to \$40 Per Day for 30 Days

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

For Up to 6 Months

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

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

For Up to 60 Days

Adjusted Like Vehicles Scheduled with Agreed Value

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

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

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

#### Commandeered and Impounded Vehicles

Primary Coverage

Actual Cash Value or Legal Liability - Whichever is Greater

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

Loss of Use and Income

Includes Member's Autos

#### Property on Loan\*

From Federal Excess Property Program or Firefighter Property Program Actual Cash Value or Cost to Repair or Replace - Whichever is Less

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

# PORTABLE EQUIPMENT



### **Limits of Insurance**

Valuation

Guaranteed Replacement Cost

**Deductible (Single Occurrence)** 

\$2,500

# **Coverage Extensions**

### Commandeered and Impounded Property

**Primary Coverage** 

Actual Cash Value or Legal Liability - Whichever is Greater

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

Loss of Use and Income

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

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

Cost to Repair or Replace

\$0 Deductible

Includes ATV's, Watercraft, Golf Carts and Snowmobiles

Patient's Property	\$50,000
Computers in Transit	\$25,000
Cost to Recertify	\$10,000
Permanently Installed Property Off Premises	\$200,000
Equipment Breakdown Coverage	Included
Drones	\$25,000
Additional Living Expenses - Members	Up to \$1,000
Deductible Reimbursement - Members	Up to \$1,000

Damage to Member's Primary Residence

Responding to, while at or returning from an emergency

#### Waived Deductible

Up to \$1,000

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

# UMBRELLA LIABILITY



# **Limits of Insurance**

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

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

# UMBRELLA LIABILITY



### **Excess Over**

#### **Automobile Liability**

Fellow Member Liability
Garage Liability

### **General Liability**

Non-Owned Aircraft & Watercraft

Owned Watercraft up to 35 feet

Owned Unmanned Aircraft (Drones)

Contractual Liability

Host Liquor Liability

Fellow Member Liability

Temporary Liquor Liability

### **Emergency Services Liability**

Directors and Officers Liability

Spousal Liability

Estates, Heirs & Legal Representatives Liability

**Employee Benefits Liability** 

**Employment Related Practices Liability** 

Unintentional Release of Individually Identifiable Health Information

**Outside Directorships** 

#### **Pollution Liability**

#### Fire and Rescue Service Liability

Emergency Services E&O

Medical Malpractice Liability

Dispatcher's Liability

Medical Director's E&O

Good Samaritan Liability

# UMBRELLA LIABILITY



## **Excess Over**

# **Employer's Liability**

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

# SAFETY AND TRAINING



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

# **ESIP RISK MANAGEMENT SERVICES**

- Designated Account Safety Specialist

- Employment Practices Hotline

Wheelchair Van Safety & Security Checklist

- Alcohol Server Training
- Motor Vehicle Record (MVR) Reviews \*(Available for Business Auto policies)
- Sample Policies & Policy Reviews

- Sample Liability Waivers
- Hazardous Materials & Incident Command Pocket Guides
- Safety Posters
- Specialized Safety Forms, Checklists, and Self-Inspection Sheets
- Driver Training & Evaluation Info, including EVOC, accident investigation guides, etc.
- Risk Management Surveys & Recommendations, to help identify potential areas of loss

# **Don't Forget About**



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

For more information on our Risk Management Services or E-Learning, visit esip.com or call 1-800-822-3747 ext. 176.

# PREMIUM SUMMARY



# **Policy Premium**

	Premium	Includes TRIA of	Fees
Commercial Package	\$199,124	\$2,595	\$52.00
Commercial Inland Marine	\$51,847	\$1,265	
Commercial Umbrella	\$24,773	\$123	
Cyber Liability	\$6,199		
Total:	.\$281,943	\$3,983	\$52.00

<sup>\*</sup> If you choose to pay your premium on installments, fees will apply.

# **Binding Requirements**

Signed TRIA Rejection Form (if rejecting coverage)
Signed Statement of Values
Signed MVR Guidelines Letter
Building Updates for Locations 1 & 2 (plumbing, heating, wiring, roofing)
Completed and Signed Crime Supplemental

# **Additional Coverage Lines Available**

Accident & Health Group Life 24hr AD&D

# DISCLAIMER



### **GENERAL CONDITIONS:**

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

The information in this proposal may not match the limits and coverages requested in any bid specifications or application received. Obtaining limits and coverages required by any statute, regulation, or contract applicable to you are the sole responsibility of you and your Agent. McNeil & Company expressly disclaims any responsibility for providing a proposal or policy that meets such requirements placed on you.

This proposal highlights certain features and benefits of the program, but does not highlight all terms, conditions, exclusions, and limitations in the policy. Each individual policy contains the actual terms, conditions, exclusions, and limitations.

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

# **Appendix F**

#### F. Arizona Department of Transportation Government Agency Electronic Data Access Agreement

#### **Submitted By**

Alena Sampson, Human Resources Manager

### **Background / Discussion**

This agreement is to allow SFMD to pull 39-month driver license motor vehicle records for new hires

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

\$3.00 per person – estimated to be less than \$100.00 per year

### Enclosure(s)

ADOT Government Agency Electronic Data Access Agreement





#### **Electronic Data Services**

15-0731 R03/19 edsgovernment@azdot.gov Katie Hobbs, Governor Jennifer Toth, Director Wayde Webb, Deputy Director, MVD and Compliance Eric R. Jorgensen, Division Director

# **Government Agency Electronic Data Access Agreement**

Superstition Fire & Medical District GEN-23-0009546-M

On	this	01_	day	of	February	,	2024,	the	undersigned Superstition Fire & Medical District
dba	Supers	tition Fi	re & Med	lical Di	strict				whose principal Business address is
565 N.	. Idaho R	oad, Ap	ache Jun	ction, A	AZ 85119	(the	"Agency")	, here	by enters into this Agreement with the Arizona
Depa	artme	nt of <sup>-</sup>	Гransр	ortat	ion, Mot	or Veh	icle Divisio	on, (th	e "Department), to access specified and authorized
elec	tronic	data <sup>·</sup>	from t	he De	epartmen	t, pur	suant to th	ne terr	ns and conditions set forth in this Agreement. This
Agre	emen	t is m	ade ir	n acc	ordance v	with t	he Federa	l Drive	r's Privacy Protection Act (DPPA), 18 U.S.C. §§
2721	1-2725	and	A.R.S.	Title	e 28, Cha	pter :	2, Article	5, and	pursuant to the permissible use(s) allowed in A.R.S.
§ 28	3-455,	upor	the	term	s, provisi	ons, c	conditions,	and	limitations as set forth herein.

#### 1.0 Recitals

- 1.1. This Agreement provides authorization for Agency to access the Department's specified motor vehicle records and related information pursuant to the federal and state privacy protection statutes set forth above, and in accordance with the permissible uses specified in A.R.S. § 28-455. By entering into this Agreement, Agency hereby requests and receives authorization to access the Department's Motor Vehicles Records Request System to retrieve motor vehicle records information, to consist of the following specific electronic data:
  - 1.1.1. 39-month Uncertified Driver License Motor Vehicle Records;
  - 1.1.2. 5-year Certified Driver License Motor Vehicle Records;
  - 1.1.3. Certified Title & Registration Motor Vehicle Records;
  - 1.1.4. Uncertified Title & Registration Motor Vehicle Records;
  - 1.1.5. 39-month Uncertified Driver License Batch file;
  - 1.1.6. 5-year Certified Driver License Batch file;
  - 1.1.7. Title & Registration Batch file;
  - 1.1.8. Enhanced Photo Radar Batch file;
  - 1.1.9. Driver License Hybrid Batch;
  - 1.1.10. Title & Registration Hybrid Batch.
- 1.2. The parties mutually agree that the Department, which is a government agency of the State of Arizona, collects, maintains, stores and disseminates this electronic data as a statutory function, and that the Department is authorized by A.R.S. §§ 28-455(E) & (J) to disclose this motor vehicle records information for sale and release as is necessary for the public health and safety. The Department conducts this function in its capacity as a government agency, and not in any proprietary capacity.
- 1.3. The Agency acknowledges that this Agreement is limited to the electronic data and information identified herein and excludes access to the Department's Driver License information segments electronically, in writing or verbally.
- 1.4. This Agreement establishes protocols for the capability to transmit and/or receive electronic batch file information at the sole discretion of the Department and upon execution of a Batch Specification.

- 1.5. The parties further mutually agree that the Agency shall provide the Department with written notice no later than the effective date of any other agreement or contract that the Agency executes with any private or commercial company, corporation, partnership or firm; or with any government agency (such as a county or municipal government, or other political subdivision, or any law enforcement agency), under which the Agency will receive directly from such private or commercial company, corporation, partnership or firm, or government agency, or indirectly from any other source, separate or independent access to any motor vehicle records or other data or information of the Department listed in paragraphs 1.0 through 1.1.10.
- 1.6. At any time in which the Agency contemplates or intends to enter into a separate contractual agreement with any other recipient (whether such recipient is governmental, commercial or private) of motor vehicle records from the Department listed in paragraphs 1.0 through 1.1.10., wherein the Agency would perform services for that recipient entity with respect to, or in connection with, the information contained in such records, the parties mutually intend and the Agency hereby agrees that it shall first, promptly and timely, disclose to the Department its intention to enter into such agreement, and the Agency shall furnish to the Department a copy thereof.

#### 2.0. Definitions

- 2.1. "Agreement" means this written Agreement between the Department and the Agency, once executed by all parties, along with all mutually agreed written and executed amendments, extensions, and addenda.
- 2.2. "Authorized User" means an identified individual employed by, contracted by, acting on behalf of, or representing the Agency to perform the activities authorized under this Agreement.
- 2.3. "AZ.gov", referred to herein as "the Portal," means the single entry point of access to MVD's web-based application authorized under this Agreement.
- 2.4. "Agency" means the party which has contracted with the Department and has executed this Agreement, including the federal government or any federal department or agency, Indian tribes, this state, any other state, all departments, agencies, boards, courts, commissions and councils of this state or any other state, counties or county governments, elected county sheriffs, assessors, recorders, prosecutors, treasurers, school districts, fire districts, cities, towns, villages, all municipal corporations, all municipal, justice and tribal courts, all municipal elected officials, and any other political subdivisions of this state or any other state.
- 2.5. "Connectivity" means acquired and maintained transmission of data from an electronic source to and from the Department's servers, applications, and/or interfaces for performing the activities authorized under this Agreement.
- 2.6. "Contractor" means any vendor or contracted entity authorized by the Agency to implement work resulting from this Agreement.
- 2.7. "Data Access" Security Level" means the level of access privileges granted to the Agency's authorized users to retrieve the Department's electronic data based upon the Agency's stated eligibility for such data, as outlined in Section 27 of this Agreement.
- 2.8. "Database" means the varied points of connection to MVD's servers and applications under this Agreement, as well as all data and other electronically stored information therein.
- 2.9. "Department" means the Arizona Department of Transportation (ADOT), including the Motor Vehicle Division (MVD).
- 2.10. "Electronic signature" means an electronic sound, symbol or process attached to or logically associated with a document and executed or adopted by a person with the intent to sign the document (A.R.S. §28-440).
- 2.11. "Electronic transfer of information" means electronic communications, transfer or receipt of any abstract, affidavit, application or application content or information, copy, form, order, report, record or other information prescribed in Arizona Revised Statutes Title 28, Chapter 2, Article 5.
- 2.12. "Encrypted" means the scrambling of computerized information during or for transmission in order to secure data by using special algorithms for transmission or other purposes.

- 2.13. "Hybrid Batch Query" means a query initiated by the Agency through the Motor Vehicle Records Request System for Driver Records in which the query is customized by the Agency to deviate from the Standard Driver License Batch Query and for which the Portal Provider will charge an additional convenience fee, as provided in Section 9.1.1.4.
- 2.14. "Motor Vehicle Record Request System," "MVRRS" or "Portal" means the internet system used by the Portal provider to facilitate the Agency's electronic access to the Department's record information through the **AZ.gov** Web Site.
- 2.15. "Multiple Records Location" means additional locations where sensitive data will be stored and secured other than the established business address.
- 2.16. "MVD" means the Arizona Department of Transportation, Motor Vehicle Division.
- 2.17. "Personal Information" is statutorily defined in A.R.S. § 28-440 and means information that identifies an individual, including but not limited to an individual's photograph, social security number, driver license number, identification number, name, address (exclusive of postal zip code), telephone number and medical or disability information.
- 2.18. "Portal" means the Arizona Department of Administration's statewide digital government web application that functions as an interactive information and transaction system for Arizona State agencies to access government information and services over the Internet.
- 2.19. "Portal Provider" means the Arizona Department of Administration and its contractors engaged in providing for the transmission of the Department's record information to its authorized electronic data access customers using their assigned digital government web application.
- 2.20. "Programming Charge" means the charge assessed by the Department's private contractor (and collected by the Department) who performs the initial setup of the Agency's MVRRS Portal access and batch queries and reporting, as well as performing any changes to such access, query and reporting.
- 2.21. "Secure location" means an area chosen by the Agency and/or its authorized users to access MVD's electronic data pursuant to this Agreement. This location does not necessarily need to be a segregated or separately enclosed area within the Agency's place of business. However, precautionary and protective measures shall be taken at all times to ensure that the computers used to access MVD's electronic data, database, server, application or interface are accessible only to Agency personnel with assigned user Identifications and passwords. Additionally, all authorized users must shield electronic data from the view of the public and any unauthorized individuals, and shall not provide their logon ID (RACF) to any person or entity not authorized by this Agreement.
- 2.22. "Security violation" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for an other than authorized purpose, have or receive access or potential access to sensitive personal information in usable form, whether physical or electronic. The term encompasses both suspected and confirmed violations involving sensitive and private information that raise a reasonable risk of harm. This term also includes an unauthorized act or circumstance against any system or data contained with any MVD database, server, application or interface that deviates from the confidentiality, integrity, or availability of Department records pursuant to the Department's applicable policies, procedures, the Driver Privacy Protection Act (DPPA) and the applicable Arizona Revised Statutes (A.R.S.).
- 2.23. "Standard Driver License Batch Query "means multiple driver license data that are retrieved collectively from the Department's database as a result of a single request. A batch file does not include retrieving one record at a time from a single request.
- 2.24. "Standard Title & Registration Batch Query ""means multiple title and registration data retrieved collectively from the Department's database as a result of a single request. A batch file does not include retrieving one record at a time from a single request.

#### 3.0. Records Access Requirements

- 3.1. Unless the Agency provides notice as required in sections 1.5 and 1.6, the Agency understands that its exclusive access to the Department's records is pursuant to this Agreement and may be through the Portal Provider's MVRRS or another portal authorized by the Department under this Agreement.
- 3.2. All authorized users shall also create and secure a password in the Portal to retrieve electronic records based on the Agency's approved data access security level under the terms of this Agreement
- 3.3. Upon execution of this Agreement between the Agency and the Department, the Agency's authorized users will be required to provide and use their Agency email addresses that are personally identifiable to them as their assigned user identifications (User IDs) in the authorized Portal. Agency agrees to observe and comply with the Department's strict prohibition against portal access through the use of shared or group emails, shared or group RACF logon IDs, or the use of an email or Portal User ID assigned to another person, inside or outside of the Agency and the certified user to whom that User ID has been assigned.

#### 4.0. Data Privacy

- 4.1. The Agency hereby undertakes a duty to protect the personal and private information of all individuals and entities accessed, obtained, stored or captured during the electronic transfer of information using its connectivity to the Department's Portal, databases, servers, applications or interfaces, and the Agency hereby agrees to maintain the security of the Department's data and data environment.
- 4.2. The Agency shall not use its electronic connectivity to the Department's Portals, databases, servers, applications or interfaces for any purpose other than the permissible use(s) authorized under this written Agreement.
- 4.3. The Department's release of data, metadata, and other electronic information to the Agency, and the Agency's access, disclosure, re-disclosure, dissemination and storage of that information shall be in compliance with Title 28, Chapter 2, Article 5 of the Arizona Revised Statutes, and with the Federal DPPA.
- 4.4. It is the responsibility of the Agency, and any authorized user acting on the Agency's behalf, to be knowledgeable of all applicable laws and Department policies and procedures governing access to and use of the Department's Portal servers, applications, interfaces, security requirements, records, data and metadata. Upon submitting its application to the Department for Portal access, the Agency was provided with the above referenced Department policies and procedures, as well as the applicable law.
- 4.5. The Department is not an agent of the Agency or its contractors, subcontractors or employees, and the Department bears no responsibility or liability for the decisions or interpretations made by the Agency or its officers, agents, employees, contractors and representatives concerning the duties undertaken by the Agency in this Agreement.
- 4.6. The Agency, its contractors, subcontractors, agents and employees shall implement and maintain reasonable data security procedures, including taking any appropriate corrective action where warranted; and protecting and safeguarding all electronic data accessed under this Agreement from unlawful use or anyone who knowingly obtains, uses or otherwise discloses personal information from an MVD record for a use not permitted under A.R.S. § 28-455 and 18 U.S.C. § 2721, and anyone requesting the disclosure of personal information who misrepresents their identity or makes a false statement in connection thereto, with the intent to obtain such information in a manner or for a purpose not authorized by law, is subject to civil and/or criminal penalties. A violation of the DPPA or any other applicable federal or state law will cause the immediate termination of this Agreement.
- 4.7. If the Agency seeks access to a record or information contained therein from MVD for a reason other than that specifically authorized by this Agreement, the Agency must submit a completed hard copy of the Motor Vehicle Record Request form #46-4416 to the appropriate work unit under the Department.

#### 5.0. Security

- 5.1. The Agency shall provide access to the Department's databases, servers, applications, interfaces, file formats and connection protocols *only* to Agency personnel or contractors whose applications to become authorized users have been approved by the Department and have been assigned a unique RACF logon ID. Logon IDs shall never be used by any person other than the user to whom they were assigned by the Department.
- 5.2. If at any time the Department believes that an authorized user is utilizing such access in an unauthorized or unlawful manner, the Department reserves the right to immediately suspend or revoke that user's electronic access and/or to terminate the Agency's authorization under this Agreement when circumstances warrant.
- 5.3. The Agency shall comply with all Department policies, procedures and directives regarding security and electronic access made available to the Agency by the Department during the course of this Agreement, including any future amendments and/or addenda thereto. All Agency officials, managers, employees, contractors and/or subcontractors authorized by the Agency to perform any activities authorized by this Agreement must abide by the same security and access requirements as the Agency. Agency shall be responsible for monitoring such compliance as to all such persons.
- 5.4. Immediately upon request by the Department, the Agency must disclose in writing any existing or new strategic alliances, partnerships, clients, contracting or subcontracting arrangements that the Agency has which involve the processing, distribution and/or use of the Department's electronic data acquired pursuant to this Agreement.
- 5.5. The Agency, its officials, agents, employees, contractors, subcontractors and representatives shall not disclose, distribute or utilize personal information in any manner not expressly authorized under applicable laws.
- 5.6. The Agency shall maintain in a secure manner all hard copy and electronic information accessed through this Agreement. The Agency is required and agrees to encrypt the Department's electronic data prior to, during, and after the electronic transfer of information over external or public computer networks, such as the Internet and the decryption of the Department's electronic data will occur only in a secure environment.
- 5.7. The Agency shall ensure that all computers and devices permanently or intermittently connected to the Agency's internal network or server must employ a pre-approved rule and/or privilege-based access control system to uniquely identify and authenticate each authorized user. The Agency further agrees that, in its sole judgment, the Department shall at any time review the access control system employed by the Agency to ensure that its implementation will serve in a manner that adequately protects the Department's electronic data from unauthorized access, disclosure, re-disclosure and dissemination.
- 5.8. The Agency must immediately and electronically report directly to the Electronic Data Services unit of the Department all security and privacy breaches or other incidents where identity was not properly authenticated. These and all incidents requiring possible corrective action shall similarly, and immediately, be reported by the Agency following the Agency's discovery of the potential or real security or privacy incident, at <a href="mailto:edsgovernment@azdot.gov">edsgovernment@azdot.gov</a>.

#### 6.0. Equipment/Software/Hardware

6.1. The computer equipment, software and hardware used by the Agency shall be compatible with the Department's databases, servers, applications, interfaces, file formats and connection protocols and must remain compatible.

#### 7.0. Agency Personnel

- 7.1. The Agency shall notify the Department within 72 hours of any changes to its list of authorized users or their security levels, including but not limited to: all changes to staffing resulting from work reassignments, newhires, resignations or terminations, all other separations from work, job transfers, or any other change in user status or job assignment.
- 7.2. The Agency shall also respond immediately to all Department inquiries concerning its list of authorized users.

#### 8.0. Location of Activities

8.1. The building(s) and the area(s) within the building(s) designated by the Agency and/or its authorized users under this Agreement to access the Department's electronic records must be a secure location, as defined in Section 2.20. Additionally, the Agency's authorized users must shield the Department's data from the view of the public and any unauthorized users or other unauthorized persons or entities.

#### 9.0. Cost Recovery Charges

9.1. The Agency shall timely pay to the Department the Programming Charge referenced in section 2.20. The Agency's payment shall be received by the Department within 15 calendar days of invoicing in order to be considered timely.

#### 10.0. Invoicing

10.1. The Department will generate the Agency's invoice for the cost recovery charges referenced in section 9.1. and will transmit the invoice to the business contact designated by the Agency on its application or in subsequent written correspondence received by the Department.

#### 11.0. Payment Terms

11.1. The Agency shall make timely payment of all invoices transmitted by the Department, and all such payments under this Agreement, shall be made by check drawn on the Agency's U.S. bank account.

#### 12.0. Default

- 12.1. Any of the following events shall constitute a material "event of default" by the Agency:
  - 12.1.1. Failure of the Agency to timely pay the Department the Programming Charge referenced in section 9.1. within thirty (30) calendar days of the date the Programming Charge is invoiced to the Agency. In addition, the Department will not permit the Agency or its employees or contractors to access any information covered by this Agreement until full payment of the Programming Charge is made.
  - 12.1.2. Default or failure in the payment or performance of any other responsibility, liability, obligation, covenant or material representation of Agency to Department contained in this Agreement, and the continuance of such default for ten (10) calendar days after written notice to Agency, including but not limited to the following:
    - 12.1.2.1. Breach of any of the certifications, representations or business operating requirements made by, imposed on or undertaken by Agency herein, including but not limited to:
    - 12.1.2.2. incomplete, false or deceptive information included on the application submitted by the Agency to the Department to obtain this Agreement;
    - 12.1.2.3. failure to establish or maintain a secure physical and software data environment for the handling of the records and data accessed under this Agreement;
    - 12.1.2.4. failure of Agency management or employees to assure that all data access requests made under this Agreement are made through an individualized email account for each Agency user, rather than an Agency "group" or shared email address or "group" or shared logon ID;
    - 12.1.2.5. failure to timely make any disclosures to the Department required under this Agreement;
    - 12.1.2.6. failure of the Agency to restrict its use of the Department's Motor Vehicle Records to the permissible use(s) allowed in A.R.S. § 28-455, or
    - 12.1.2.7. other failure of the Agency to comply with the DPPA.
  - 12.1.3. The parties mutually agree that, upon the occurrence of any or all of the material "events of default" provided in this Agreement, the Department may, at its sole election, declare the Agency to be in default under this Agreement, by providing the Agency with a written notice or declaration of default, addressed to the designated Business Contact for the Agency.

12.1.4. It shall not be necessary for the Department to resort to legal or judicial process to seek a court order declaring the Agency's default.

#### 13.0. Remedies after Default

- 13.1. Upon a material "event of default" of the Agency, the Department shall have the right to exercise any one or more of the following remedies, individually or cumulatively:
  - 13.1.1. To declare the entire amount of unpaid Programming Charges and other obligations, if any, hereunder immediately due and payable, without written notice or further written demand to the Agency or its Registered Agent.
  - 13.1.2. To sue for and recover all unpaid Programming Charges referenced in Section 9.1., along with interest thereon at the legal rate and reasonable attorney fees, and all other payments and damages then accrued or thereafter accruing.
  - 13.1.3. To suspend, terminate, revoke, inactivate or declare delinquent the Agency's MVRRS access, or the access of any of the Agency's officials, employees or contractors, which action(s) shall not deprive Department of the right to receive all unpaid Programming Charges due and owing or to accelerate the payment thereof.
  - 13.1.4. To immediately terminate this Agreement and to be free of any further obligations under this Agreement;
  - 13.1.5. To pursue any remedy, or cumulative remedies, at law or in equity.

#### 14.0. Duration / Term

14.1. This Agreement, which supersedes any previous Agreement entered into between the parties, shall commence upon approval by the ADOT MVD Director and execution by both parties. Except as otherwise specified in writing by the Department, this Agreement shall thereafter continue in effect for a term of one (1) year, unless previously terminated or canceled as provided herein. Upon expiration of this one-year period, the parties may mutually agree to extend the term of this Agreement up to four (4) times for another one year each time by entering into a "Joint Letter of Renewal."

#### 15.0. Termination Provisions

- 15.1. Either Party may terminate this Agreement for cause or convenience upon thirty (30) calendar days prior written notice to the other Party as provided in Section 16.0. The Department reserves the right to terminate this Agreement at any time, without prior notice, if it determines that the public interest or safety so requires, and the exercise of such right shall be without penalty and without recourse against the Department by the Agency or any of its contractors or customers. This Agreement is also subject to termination by the Governor of Arizona pursuant to A.R.S. §38-511.
- 15.2. Except as otherwise directed by the Department, upon receipt of a notice of termination and to the extent specified in such notice, the Agency shall:
  - 15.2.1.Immediately cease all activities previously authorized under this Agreement, including but not limited to submitting, requesting, accessing, receiving or retrieving any Department records and data covered by this Agreement.
  - 15.2.2. Submit no further requests or queries for any of the Department's motor vehicle records or other information under this Agreement;

- 15.2.3. Ensure that its continued use of any records or motor vehicle information obtained prior to the effective date of termination is restricted solely to the use(s) authorized by this Agreement and by applicable law.
- 15.3. In case of a violation by the Agency or an authorized user of a law or regulation that is substantially related to this Agreement, the Department may, at its election, immediately terminate the Agreement.

#### 16.0. Contact Persons

- 16.1. The Agency shall designate, in writing, on a form prescribed by the Department, a minimum of two Business Contact persons, one of whom must be an officer or manager of the Agency, who shall possess, at a minimum, the authority to communicate and respond on behalf of and to answer for the Agency with respect to this Agreement.
  - 16.1.1. The designated Business Contact persons shall approve, by their signature, all of the Agency's applications for individual user access under this Agreement.
  - 16.1.2. The designated Business Contact persons shall monitor the use of individual email addresses for each authorized user within the Agency.
  - 16.1.3. The designated Business Contact persons shall maintain responsibility for retaining and securing the records required under this Agreement, including but not limited to the Motor Vehicle Record Access Log, the Multiple Records Location, and all other Agency records documenting problem resolution and notification of procedural changes.
- 16.2. The Agency shall assign a qualified information technology (IT) person who possesses, at minimum, the knowledge and authority to communicate and respond on behalf of and to answer for the Agency with respect to this Agreement, as provided in this section. The Agency's designated IT person shall communicate and cooperate with the Department's designated IT team(s) and to accept responsibility for technical resolution and troubleshooting of the following concerns:
  - 16.2.1. connectivity methods and problems, including equipment problems;
  - 16.2.2. abends on batch files;
  - 16.2.3. erroneous and duplicate files;
  - 16.2.4. file retrieval that does not match the requested batch;
  - 16.2.5. requested credits for 'No Record Found' queries and duplicate or erroneous batches;
  - 16.2.6. file format problems;
  - 16.2.7. conforming any Agency changes of Internet Protocol (IP) and servers to the Department's requirements; and
  - 16.2.8. maintaining compliance with the Department's required standard technical operating procedures affecting the receipt and delivery of the Department's file formats.
- 16.3. In connection with the above requirements, the Agency shall provide the Department with a written statement of the Business Contact(s) and Information Technology Contact(s) identities, job titles and contact information, as well as a brief written statement confirming the authority of that/those person(s) to perform all of the duties required under this Agreement. The Department will provide the Agency with a form for the Scope of Authority Letter.
- 16.4. The Agency shall notify the Department in writing within two business days of any change in its designated Business Contact(s) or Information Technology Contact(s) and/or their scope of authority.

#### 17.0. Notification Provisions

17.1. All required notices or notifications to the Department may be delivered by email, by fax, or by U.S. mail, postage prepaid, and addressed as follows:

Motor Vehicle Division Electronic Data Services P.O. Box 2100, Mail Drop 502M Phoenix, AZ 85001 Phone: 602-712-7235 Fax: 602-712-3145

Email: edsgovernment@azdot.gov

#### 18.0. Audit/Inspection

- 18.1. The Agency understands and agrees that all records required under this Agreement shall be subject to audit and inspection by authorized representatives of the Department or by any law enforcement agency at all times during the term of this Agreement, and for a period of five (5) years thereafter.
- 18.2. If the Department determines that an on-site audit or inspection of the Agency is necessary, the Department may require the Agency to pay for the auditors' travel expenses and per diem in an amount equal to the Arizona Department of Administration (ADOA) reimbursement rates for travel and per diem as authorized by A.R.S. Title 38, Chapter 4, Article 2 and Sections II-D of the Arizona Accounting Manual prepared by ADOA.
- 18.3. At the Department's sole discretion, the Agency shall be required to retain a pre-approved independent professional organization to audit or assess the adequacy of the Agency's information technology security procedures, including the methods and practices employed in the processing and use of the Department's data.
- 18.4. Upon such assessment, a written report of the results of each audit or assessment shall be provided to the Department within thirty (30) calendar days of its completion. The Agency shall have an audit or assessment performed based on a frequency specified by Department and shall not, without the express written approval of the Department, discontinue or modify this schedule. The Agency shall also pay any and all costs associated with such audits or assessments.
- 18.5. If any deficiencies are identified as a result of an audit report or assessment under this section, the Agency agrees that it will promptly take any and all corrective measures necessary to resolve such deficiencies. Within thirty (30) calendar days of the issuance of the audit report or assessment, the Agency shall also provide the Department with a written corrective action plan which, in the Department's sole judgment, adequately describes the steps the Agency has taken (or will take) in order to fully resolve each and every deficiency identified in an audit.
- 18.6. The Department reserves the right to immediately revoke the Agency's system and data access privileges and terminate this Agreement in its entirety if the Agency fails to allow or fully cooperate in an audit.

#### 19.0. Compliance

19.1. The Agency shall comply with all of the requirements, terms and conditions set forth in this Agreement, together with all applicable federal and state statutes and regulations. The Agency shall also comply with all relevant Department policies, procedures and directives made available to the Agency by the Department during the course of this Agreement. Those policies include but are not limited to the restrictions against any authorized user knowingly accessing or modifying any data or records pertaining to themselves, spouses or other family members, as well as co-workers.

- 19.2. All Agency officials, managers and employees, contractors, subcontractors, vendors and users authorized by the Department shall immediately report to the Department all security and privacy Incidents requiring possible corrective action immediately following the discovery of the potential or real security and privacy incident.
- 19.3. A security and/or privacy incident shall be defined as any event potentially or actually having an adverse effect on the security, integrity or access to the Portal, the usernames or passwords used to access the Portal, and/or the data made available to the Agency under this Agreement, such incidents occurring either before, during or after the Agency or its authorized users extract or access any data under this Agreement.
- 19.4. All Agency officials, managers, employees, contractors, subcontractors, vendors and users authorized by the Department shall be held to the same compliance standards, and a failure by any such persons to adhere to or comply with all requirements and provisions of this Agreement will be deemed a failure on the part of the Agency.
- 19.5. If the Agency fails to comply as provided above, the Department reserves the right to take any corrective action that it deems necessary and appropriate, including, but not limited to, the suspension or revocation of the Agency's or any user's account privileges, or termination of this Agreement in its entirety.
- 19.6. The Agency, its officials, contractors, subcontractors, vendors, authorized users, as well as any users enabled by the Agency but not unauthorized by the Department, shall bear the cost of all claims, judgments, legal fees, attorney fees, and associated customer and citizen notifications and remediation costs because of a security and/or privacy incident or other loss of data that is directly attributable to the Agency's performance, conduct, misconduct or nonfeasance under this Agreement. The Department reserves the right to participate in and/or to defend claims against the Agency related to services and deliverables associated with this Agreement, but undertakes no obligation, commitment or promise to do so.
- 19.7. The Agency shall implement and maintain reasonable procedures, including taking any appropriate corrective action, to protect and safeguard from unlawful use or re-disclosure of all personal information as defined by A.R.S. §§ 28-440 and 44-7501 or their successor sections. The Agency shall immediately notify the Department of any security breach, hack, inadvertent release of data or other similar incident in accordance with the terms of this Agreement.
- 19.8. If officers, employees or contractors of the Agency fail to secure, or if they release or disseminate personal information or other data which results in a breach of privacy, identity theft or other compensable loss to one or more victims, the Department may require the Agency to facilitate, participate in and/or pay for appropriate victim notification and restitution.
- 19.9. Nothing in this section or in this Agreement shall be construed to require the Department to monitor or police the Agency's secondary dissemination of motor vehicle records, information or any other data accessed under this Agreement.

#### 20.0. Liability

The Agency agrees that it shall be solely responsible and liable for any and all claims, losses, demands or judgments, including, but not limited to, costs, investigation, expenses and attorney's or witness fees, arising out of the bodily injury or death of any person or damage to tangible or intangible property, reputation or privacy incurred in connection with this Agreement and resulting from any act, negligent or intentional, omission or misconduct by the Agency, its officers, agents, affiliates, employees, contractors, sub-contractors or representatives.

#### 21.0. Indemnity

To the fullest extent permitted by law, the Agency shall indemnify, defend, save and hold harmless the State of Arizona, the Department and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Agency or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity requirement includes any claim or amount arising out of, or recovered under, any Workers' Compensation Law or arising out of the failure of the Agency or any of its subcontractors to conform to any federal, state or local law, ordinance, rule, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Agency from and against any and all claims. It is agreed that the Agency will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the execution of this Authorization Agreement, the Agency agrees to waive all rights of subrogation against the State of Arizona, the Department and its officers, officials, agents and employees for losses arising from the work performed by the Agency for, and under this authorization from, the State of Arizona.

This indemnity clause shall not apply if the Agency or its sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

#### 22.0. Limitation of Liability

The Arizona Department of Transportation (a) makes no warranty, express or implied, with respect to information provided under this Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assumes no liability for any direct, indirect, or consequential damages arising from any use of any part of this Agreement; and (c) assumes no liability for any errors or omissions within the Data Center related to the Electronic Data Access Agreement. Parties herby waive, relinquish, and release the State of Arizona and the Arizona Department of Transportation from any liability or claim for damage or injury arising from any use of the Electronic Data Access Agreement or any information derived from it.

Without limiting in any way the scope and breadth of the foregoing, the parties acknowledge that the Data Center related to the Electronic Data Access Agreement may contain inaccuracies and that the Arizona Department of Transportation, which provides this information, does not guarantee the accuracy of this information.

#### 23.0. Applicable Law

This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Arizona. Any action, suit, claim or dispute arising under or related to this Agreement, which the parties are unable to resolve informally, shall be brought only in the state or federal courts of Arizona.

#### 24.0. Amendment and Modification

The Agency shall accept any amendment or modification of the Agreement proposed by the Department for reasonable cause, when set forth in writing and deemed necessary by the Department. Upon the amendment of any applicable law, rule or regulation that substantively affects this Agreement, the Department may modify this Agreement to reflect such amendment or change in the law. Any such modification of this Agreement shall be communicated to the Agency in writing, and shall be incorporated herein with the other provisions of this Agreement, which shall otherwise remain in full force and effect.

#### 25.0. Non-Assignability

This Agreement is not assignable or transferable to any other person or entity, whether private or public, in whole or in part, unless the Agency obtains the express, prior written consent of the Department.

#### 26.0. Change in Agency Entity

In the event the Agency undergoes or is the subject of a merger, acquisition, sale, reorganization in bankruptcy, a declaration of insolvency, an assignment for the benefit of creditors, or any other substantial change in the nature, capitalization, ownership, management, identity or name of the Agency, the Agency shall provide the Department with reasonable advance notice of such change. To facilitate the desire of the Department to keep this Agreement updated as to the legal entity, identity and name of the Agency, the Agency hereby agrees that reasonable notice is to be construed as the first date that such change becomes public knowledge. Failure by the Agency to timely provide the notice required in this section shall be deemed sufficient grounds for the Department to immediately terminate this Agreement, along with the Agency's electronic data access.

#### 27.0. Non-Exclusivity

This Agreement shall not preclude the Department from entering into the same or similar Agreements with other private or public or entities, including those performing identical or similar functions as the Agency in the same or adjacent geographical areas, during the same time periods, and in the same industries, businesses or professions.

#### **RECITALS**

I. The Agreement provides authorization for connectivity to MVD's specified records database(s) by the following Company:

Name of Company: Superstition Fire & Medical District Doing Business As: Superstition Fire & Medical District

Business Address: 565 N. Idaho Road, Apache Junction, AZ 85119
Mailing Address: 565 N. Idaho Road, Apache Junction, AZ 85119

Telephone Number: (480) 982-4440

- II. In accordance with the Federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. §§ 2721-2725 and A.R.S. Title 28, Chapter 2, Article 5, the Company requests authorization to access MVD's Driver License Data Base pursuant to the following permissible use(s) allowed in A.R.S. § 28-455: 1
- III. In reliance on Recital II, MVD grants the Company authorization to access its Driver License Data Base via MVRRS, and to thereby retrieve Restricted and Non-Restricted information contained in such databases according to the terms and conditions stated in this Agreement between the parties.

IV. All notices to or demands made upon the Company by MVD shall be in writing and shall be delivered in person, by fax, by email, or by U.S. mail addressed as follows:

Business Contact Person:
Name: Alena Sampson
Address: 565 N. Idaho Road

City, State, Zip: Apache Junction, AZ 85119

Phone: (480) 982-4440

Email: alena.sampson@sfmd.az.gov

VI. Per this Agreement, the Company is authorized to access the above-referenced database(s) by utilizing the MVRRS application. The Company is authorized to receive:

	Driver Database
X	Interactive 39 month records
	Interactive 5 year (certified) records
	Batch 39 month (uncertified) records
	Batch 5 year (certified) records
	Hybrid Batch (uncertified) records

T&R Database
Interactive uncertified records
Interactive certified records
Batch certified records
Batch uncertified records
Batch uncertified records

VII. Per this Agreement and Batch Specifications Attachment, the Company is authorized to access the following batch accounts (insert all that apply):

N/A

#### 28.0. Waiver and Severability

The Agency agrees that a waiver of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement. If a provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration shall not affect the remainder of the provisions of the Agreement.

#### 29.0. Certification and Signatures

On behalf of the Agency identified below, I hereby request approval of this Agreement with the knowledge and understanding that the Agency must abide by all of its provisions at all times. I hereby certify that all of the information provided by the Agency and/or set forth in the Agency's Interest Letter, Letter of Scope, Electronic Data Services Government Agency Application, all necessary User Agreements and attachments, and in this written Agreement, is true and accurate, and that any records or information obtained from the Department's database(s) as a result of the access provided by this Agreement will be used solely for the purpose(s) specified in this Agreement, and for no other purposes.

I further certify that I have the authority to execute this Agreement on behalf of the Agency.

Superstition Fire & Medical District	Motor Vehicle Division
Signature	Signature
Alena Sampson	Robert J. Smith
Name Printed	Name Printed
HR Manager	Program Administrator
Title	Title
Date	Date
30.0. Director's Authorization	
	ortation, Motor Vehicle Division, the authorization requested b to this Agreement is hereby approved.
Eric P. Jorganson	
Eric R. Jorgensen Director, Motor Vehicle Division	
Arizona Department of Transportation	
Date	

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#### **Certificate Of Completion**

Envelope Id: 45F00E47AF0A47A29ACBC2DA0644CDC0

Subject: Complete with DocuSign: Superstition Fire & Medical District-Agreement.pdf

Source Envelope:

Document Pages: 14

Certificate Pages: 5 AutoNav: Enabled

Envelopeld Stamping: Enabled Time Zone: (UTC-07:00) Arizona Signatures: 0

Signature

Initials: 0

Status: Sent

**Envelope Originator:** 

Electronic Data Services - Government

206 S 17th Ave Phoenix, AZ 85007 edsgovernment@azdot.gov IP Address: 54.189.240.137

**Record Tracking** 

Status: Original

2/1/2024 4:52:58 PM

Holder: Electronic Data Services - Government

edsgovernment@azdot.gov

Location: DocuSign

Sent: 2/1/2024 4:56:26 PM Viewed: 2/5/2024 7:19:04 AM

**Timestamp** 

**Signer Events** 

Alena Sampson

alena.sampson@sfmd.az.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 2/5/2024 7:19:04 AM

ID: 94753ca0-5ca6-4829-8f3e-56661d0b5597

Robert J. Smith

cjackai-holloman@azdot.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Eric Jorgensen

ejorgensen@azdot.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Alena Sampson

alena.sampson@sfmd.az.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 2/5/2024 7:19:04 AM

ID: 94753ca0-5ca6-4829-8f3e-56661d0b5597

**Carbon Copy Events Status Timestamp** 

Monica Lugo mlugo@azdot.gov

Security Level: Email, Account Authentication

**Electronic Record and Signature Disclosure:**Not Offered via DocuSign

Electronic Record and Signature Disclosure					
Payment Events	Status	Timestamps			
Envelope Sent	Hashed/Encrypted	2/1/2024 4:56:26 PM			
Envelope Summary Events	Status	Timestamps			
Notary Events	Signature	Timestamp			
Witness Events	Signature	Timestamp			

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Dept of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

#### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

#### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Arizona Dept of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

#### To advise Arizona Dept of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSignRequest@azdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

### To request paper copies from Arizona Dept of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

### To withdraw your consent with Arizona Dept of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

#### Required hardware and software

Required naturate and software					
Operating Systems:	Windows2000? or WindowsXP?				
Browsers (for SENDERS):	Internet Explorer 6.0? or above				
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0,				
	NetScape 7.2 (or above)				
Email:	Access to a valid email account				
Screen Resolution:	800 x 600 minimum				
Enabled Security Settings:	•Allow per session cookies				
	•Users accessing the internet behind a Proxy				
	Server must enable HTTP 1.1 settings via				
	proxy connection				

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Arizona Dept of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Arizona Dept of Transportation during the course of my relationship with you.

# **Appendix G**

### G. Carpet and Tile Quote for SFMD Administration Building

#### **Submitted By**

John Whitney, Fire Chief Anna Butel, Administrative Services Director

#### **Background / Discussion**

Headquarters is in need of new flooring due to wear and tear over time. SFMD solicited bids from state-contracted vendors to ensure competitive bids. We have selected Diversified Flooring Services as our vendor for new carpet tile, and luxury vinyl tile. Included in the quote is prep work, removal of carpet and tile (employee entry only), disposal, and installation.

Staff recommends approval of this item to ensure the "headquarters" of SFMD is professional in look and feel.

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

\$36,303.50

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

Quote





Diversified Flooring Services – Phoenix LLC

7898 E. Acoma Suite 107 Scottsdale, AZ 85260 Office: 480-967-7600 Fax: 480-967-4700

Floor Covering License: K-08 ROC 206271 Ceramic Tile License: K-48 ROC 206270

January 31, 2024

<u>Sent Via Email</u> annabutel@sfmd.az.gov

Ms. Anna Butel Administrative Services Director Superstition Fire and Medical District 565 N. Idaho Road Apache Junction, AZ 85119

Re: New Carpet Tile and Luxury Vinyl Plank Flooring
LVP: Kitchen and Employee Entry area
Carpet: All other areas except restrooms, data room, and janitorial rooms
Approximately 6,093 SF

#### Dear Ms. Butel:

Based on the site visit and products selected, Diversified Flooring Services – PHX LLC hereby offers the following proposal for your consideration based on the *Arizona State Contract CTR043521*.

202 SY	Moving of modular office furniture using a lift system (Includes incidental movement of standard office furniture)				
64 SY	(Excludes electronics and personal items)  Moving of Non-Standard Furniture	\$	8.00 SY	\$	1,616.00
48 MHR	(Excludes electronics and personal items) Repairs-Board Room Bolted Chairs and Extra Large	\$	5.00 SY	\$	320.00
40 1411111	Board Member Desk/Seating Millwork	Ś	70.00 MHR	\$	3,360.00
642 SY	Removal of Carpet	,		,	-,
	Unitary and Woven	\$	3.00 SY	\$	1,926.00
318 SF	Remove and dispose of ceramic tile	\$	4.00 SF	\$	1,272.00
318 SF	Remove and Dispose of Thin or Mud Set Mortar Only	\$	2.00 SF	\$	636.00
5,775 SF	Preparation prior to installation as required				
	by the manufacturer's guidelines	\$	.35 SF	\$	2,021.25
7 EA	Floor Prep/Patching Labor	\$	45.00 EA	\$	315.00
7 EA	Floor Prep/Patch-Material	\$	30.00 EA	\$	210.00
340 SF	Mohawk Commercial: Resilient				
	Style: Large & Local Wood				
	Rendered Flax CO192 4.5mm 6" x 48"				
	Color: Boreal 95				
	Installation: Random Staggered	\$	3.50 SF	\$	1,190.00
2 EA	M700 plus - 1 gallon	\$	55.85 EA	\$	111.70
294 SF	Installation of Luxury Vinyl Plank and/or Tile	\$	1.35 SF	\$	396.90
706 SY	Milliken Carpet Products: Group 2 Carpet				
	Nordic Stories Modular				
	Style: Tectonic 50cm x 50cm (19.7" x 19.7")				
	Color: TTC171-67 Oresund Bridge				
	Installation: Monolithic	\$	22.50 SY	\$	15,885.00
5 SY	Philadelphia Commercial/Main Street Tile				
	Succession TL-Entrance Carpet				
	Style: 54696 Succession Tile II 24" x 24"				
	Color: After Dark 00500				
	Installation: Quarter Turn	\$	37.30 SY	\$	186.50
5 EA	Milliken: Adhesives, Treatments and Options				
	Non-Reactive Standard Adhesive 4 Gal Pail	\$	129.00 EA	\$	645.00

645 SY 1,200 LF	Installation Carpet Tile (Glue Down) Tarkett/Johnsonite Resilient Base	\$	4.75 SY	\$ 3,063.75
	Dura Cove Rubber 1/8 Toe(DC) or Toeless (DCT)			
	4.5" x 1/8" x 4'-Standard Colors (20 Charcoal WG)	\$	1.15 LF	\$ 1,380.00
2 EA	Tarkett/Johnsonite Adhesives			
	960 Wall Base Adhesive	\$	66.00 EA	\$ 132.00
1,188 LF	Install 4.5" Rubber/Vinyl Cove Base	\$	.80 LF	\$ 950.40
12 LF	Install vinyl binder bar	\$	3.00 LF	\$ 36.00
1 EA	Dumpster Charge-Per Pull/Dump	\$	650.00 EA	\$ 650.00
		То	tal:	\$ 36,303.50

Proposal is subject to credit approval and acceptance of contractual terms. Manufacturer/distributor/DFS may require a deposit at time of order. Pricing based on current pricing however manufacturer nationwide price increases may be due to petroleum pricing increases. This proposal to be part of all contracts. Price is good for 30 days from date of this proposal.

Exclusions from the above proposal:

- Moving fixtures, equipment, electronics, appliances, personal items.
- Drywall Repair where ceramic base is removed.
- Removal of asbestos containing materials and mold.
- Application of moisture systems.
- Touch up paint.
- Bonds; overtime/standby time; liquidated damages.
- Providing water/power; damage by other trades; moisture and HVAC problems.
- Disconnecting and reconnecting of fixtures/plumbing.

If the above scope of work is acceptable, please authorize below and email or fax to 480-967-4700. Once authorization is received or a purchase order has been furnished, material will be ordered, and an installation date will be determined by the expected date of material delivery. If you have any questions, please call me at 480-967-7600.

Thank you very much for allowing us to be of service to you. We look forward to the opportunity of working with you on this project and those in the future.

Sincerely,	Authorization:		
Diversified Flooring Services – Phoenix LLC			
G	Signature		Date
Martha Pfeifer			
Flooring Consultant	Printed Name	Title	P.O./Ref

## **Appendix H**

#### H. 2024 Gold Canyon Golf Resort Event Fire Staffing Standby & Apparatus Agreement

#### **Submitted By**

**Assistant Chief Richard Mooney** 

#### **Background/Discussion**

The Gold Canyon Golf Resort Event Fire Staffing Standby & Apparatus Agreement is needed because the fire sprinkler system is still not operational. The system is lacking a water supply from Arizona Water. The events listed were scheduled assuming the fire protection systems would be operating at the time of the events. Instead of canceling and rescheduling the events, the Gold Canyon Golf Resort contacted SFMD and Pinal County for a temporary occupancy permit. If the fire protection systems become operational before any scheduled events, the Gold Canyon Golf Resort can cancel the standby if they give 48-hour notice to SFMD.

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

The contract is a cost recovery system based on our event standby employee rates, administrative costs, and apparatus contracted rates.

#### Enclosure(s)

2024 The Gold Canyon Golf Resort Event Fire Staffing Standby & Apparatus Standby Agreement





# Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

February 21, 2024

Travis Sabey Gold Canyon Golf Resort 6100 S. Kings Ranch Rd. Gold Canyon, AZ 85118 trsabey@gmail.com 1-480-240-8428

2024 Gold Canyon Golf Resort Event Fire Staffing Standby & Apparatus Agreement

This Fire Suppression & Apparatus Standby Agreement represents the cost associated with providing fire suppression standby protection to staff a Fire Tender Apparatus for scheduled and approved dates of the agreement at the Gold Canyon Golf Resort Event Facility (Tent Structure). This joint agreement between the Gold Canyon Golf Resort and the Superstition Fire & Medical District is valid for only the following dates in 2024: February 24, 25, March 2, 9, 16, 23, April 6, 12, 25, and 26. This agreement provides for two fire suppression personnel and one fire support tender for a fire standby for all scheduled events at the new Tent Structure with a temporary Certificate of Occupancy as required by the Pinal County and the Superstition Fire & Medical located on the Gold Canyon Golf Resort Property.

\_\_\_\_\_\_

The following obligations are agreed upon by both parties as per the execution of this agreement for services:

#### Fire District's Obligations:

- Provide two Certified Fire Personnel to staff the fire support tender at all the special events located at Gold Canyon Golf Resort, 6060 S. Kings Ranch Rd., Gold Canyon, AZ 85118, for scheduled events at the location.
- Provide all necessary fire personnel, fire equipment, EMS jump bag, and water needed for a fire response.
- 3. Provide communications equipment for contact with Mesa Regional Dispatch Center for the purpose of requesting additional resources for fire and medical events at the location.

#### **Gold Canyon Golf Resort Obligations**:

- 1. Agree to payment for services of two fire suppression personnel to staff a fire standby at the special events located at Gold Canyon Golf Resort, 6060 S. Kings Ranch Road, Gold Canyon, AZ 85118, for all event dates listed in the agreement per <u>Schedule 'A'</u> (attached).
- Provide a secure and centralized location for the staging of the Support Tender. This location shall have direct access in and out of the event grounds to avoid any delays in fire suppression activities.
- 3. Provide an unobstructed access at all times for emergency vehicle traffic into the event.
- 4. Provide at least 48-hour notice to SFMD for all event cancelations. The contact person is Assistant Chief Richard Mooney (email <u>richard.mooney@sfmd.az.gov</u> and phone number 1-480-676-8099).
- 5. The new structure must meet all fire and building code requirements, other than fire suppression systems, and obtain a temporary certificate of occupancy from Pinal County.
- 6. The events must be a minimum of five hours in duration.
- 7. A one-hour administrative fee will be added to each event. The cost per hour is \$100.
- 8. Due to the short notice given to SFMD, we may not be able to staff the event and are not contractually obligated to adhere to the staffing requirements.
- 9. The agreement may be extended with the Fire Chief's approval.

- 1. Pursuant to A.R.S. Section 38-511, the Client may cancel this agreement for conflict of interest.
  - 2. "Nothing herein shall be construed to modify the gross negligence standard A.R.S. 48-818."
  - 3. The contract will adhere to A.R.S. 38-511.

If all conditions and obligations are agreed upon by parties, the Fire District and Gold Canyon Golf Resort, this document and representative(s) signature(s) shall be considered and accepted as a binding agreement. Affixed signatures and receipt of payment must be received in advance of the scheduled event date at our administration office located at 575 N. Idaho Rd, Apache Junction, AZ, 85119, for this agreement to remain valid.

Superstition Fire & Medical District	Gold Canyon Golf Resort Travis Sabey
Board Chair:	Agent:
Printed:	Printed:
Board Clerk:	Co-Agent:
Printed:	Printed:

#### **SCHEDULE 'A'**

Cost is based on two personnel for the total time that the crew is covering the event; it will also include ½ hour before the event to allow the crew to check off the apparatus and equipment and ½ hour after the event to return equipment and apparatus to its proper station and ready-state.

#### **Event Dates:**

February 24, 2024, 1630-2200 February 25, 2024, 1630-2200 March 2, 2024, 1630-2200 March 9, 2024, 1630-2200 March 16, 2024, 1630-2200 March 23, 2024, 1630-2200 April 6, 2024, 1630-2200 April 12, 2024, 1630-2200

April 25, 2024, 1630-2200

April 26, 2024, 1630-2200

#### Personnel & Equipment costs:

- 1 Certified Paramedic/Firefighter: \$80 per hour
- 1 Certified EMT/Firefighter: \$70 per hour
- 1 Support Tender Apparatus & Equipment: \$125 per hour

SFMD will base the personnel billing on the actual fire suppression certifications of those working at the event. The billing statement will be generated in the first week of each month.

Upon provision of services, the Superstition Fire & Medical District will Invoice the total cost as displayed above. The Invoice is payable within 30 days of receipt.