

NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION DESERT VISTA SANITARY DISTRICT BOARD OF DIRECTORS AGENDA Wednesday, August 21, 2024

9:30 AM - CALL TO ORDER

PINAL COUNTY ADMINISTRATIVE COMPLEX BOARD OF SUPERVISORS HEARING ROOM 135 N. PINAL STREET FLORENCE, AZ 85132

BUSINESS BEFORE THE BOARD (Consideration/Approval/Disapproval of the following:)

(1) **CONSENT ITEMS:**

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

- * A. Discussion/approval/disapproval of Minutes from June 21, 2023, Desert Vista Sanitary District Board of Directors Meeting. (Natasha Kennedy)
- * B. Discussion/approval/disapproval to authorize Brandy Schiller, Special Services Administrator, to sign Insurance Proposal and pre-policy renewals on behalf of the Desert Vista Sanitary District. (Brandy Schiller/Michael McCord)

ADJOURNMENT

(SUPPORTING DOCUMENTS ARE AVAILABLE AT THE CLERK OF THE BOARD OF SUPERVISORS' OFFICE AND AT https://pinal.novusagenda.com/AgendaPublic/)

NOTE: One or more members of the Board may participate in this meeting by telephonic conference call.

The Board may go into Executive Session for the purpose of obtaining legal advice from the County's Attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

In accordance with the requirement of Title II of the Americans with Disabilities Act (ADA), the Pinal County Board of Supervisors and Pinal County Board of Directors do not discriminate against qualified individuals with disabilities admission to public meetings. If you need accommodation for a meeting, please contact the Clerk of the Board Office at (520) 866-6068, at least (3) three business days prior to the meeting (not including weekends or holidays) so that your request may be accommodated.

Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.



AGENDA ITEM

August 21, 2024 ADMINISTRATION BUILDING A FLORENCE, ARIZONA

REQUESTED BY:		
Funds #:		
Dept. #:		
Dept. Name: Clerk of the Boa	rd	
Director: Natasha Kennedy		
BRIEF DESCRIPTION OF AGE	NDA ITEM AND REQUESTED BO	DARD ACTION:
Discussion/approval/disapprov Meeting. (Natasha Kennedy)	val of Minutes from June 21, 202	3, Desert Vista Sanitary District Board of Directors
BRIEF DESCRIPTION OF THE ITEM:	FISCAL CONSIDERATIONS ANI	D/OR EXPECTED FISCAL IMPACT OF THIS AGENDA
BRIEF DESCRIPTION OF THE	EXPECTED PERFORMANCE IN	PACT OF THIS AGENDA ITEM:
MOTION:		
MOTION: Approve as presented.		
Approve as presented.	Who	Approval
Approve as presented. History	Who	Approval
Approve as presented. History Time	Who	Approval
Approve as presented. History Time ATTACHMENTS:	Who	Approval



PINAL COUNTY DESERT VISTA SANITARY DISTRICT BOARD OF DIRECTORS MINUTES Wednesday, June 21, 2023 12:07 PM

BOARD OF DIRECTORS

Chairman Jeff Serdy Director, District 5

Vice-Chairman Jeffrey McClure Director, District 4

Kevin Cavanaugh Director, District 1

Mike Goodman Director, District 2

Stephen Q. Miller Director, District 3

PINAL COUNTY ADMINISTRATIVE COMPLEX BOARD OF SUPERVISORS HEARING ROOM 135 N. PINAL STREET FLORENCE, AZ 85132

All Presentations are attached to the Agenda at:

Click Here to View the Desert Vista Sanitary District Agenda

and a Video Recording of this meeting can be viewed at:

Click Here to View Video Recording

The Pinal County Desert Vista Sanitary District Board of Directors convened at 12:07 p.m. this date. The meeting was called to order by Chairman Serdy.

Members Present: Chairman Jeff Serdy; Vice-Chairman Jeffrey McClure; Director Kevin Cavanaugh; Director Stephen Q. Miller

Members Present Telephonically: Director Mike Goodman

Staff Present: County Manager, Leo Lew; Chief Civil Deputy County Attorney, Chris Keller; Clerk of the Board, Natasha Kennedy and Deputy Clerk of the Board, Kelsey Pickard

(1) CONSENT ITEMS:

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

Chairman Serdy asked if there were any requests from a Board Member, staff or the audience to remove any consent agenda items for discussion. There being none.

Seconded By: Supervisor Miller

Item Action: Approved Consent Agenda Item A

Motion Made By: Supervisor McClure

To approve Consent Agenda Item A.

Motion Passed

Ayes: Cavanaugh, Goodman, McClure, Miller, Serdy (5)

- * A. Discussion/approval/disapproval of Minutes from June 22, 2022, Desert Vista Sanitary District Board of Directors Meeting. (Natasha Kennedy)
- (2) **Public Hearing** and discussion/approval/disapproval of the Desert Vista Sanitary District tentative budget for FY 2023-2024. Supervisor District #3. (Bridgette Alwin/Angeline Woods)

Bridgette Alwin, Office of Budget and Finance appeared before the Board and introduced the item.

Chairman Serdy opened the Public Hearing for Item 2, asked if any members of the public are present in the audience who wish to address the Board, to come forward at this time, there being none. Chairman closed the Public Hearing and requested a motion.

Item Action: Approved

Motion Made By: Supervisor Miller Seconded By: Supervisor Cavanaugh

To approve the Desert Vista Sanitary District tentative budget for FY 2023-2024.

Motion Passed

Ayes: Cavanaugh, Goodman, McClure, Miller, Serdy (5)

<u>12:09 p.m.</u> –Chairman Serdy adjourned the June 21, 2023, Pinal County Desert Vista Sanitary District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors of Directors Meeting.

PINAL COUNTY DESERT VISTA SANITARY DISTRICT BOARD OF DIRECTORS		
Jeff Serdy, Chairman		
ATTEST:		
Natasha Kennedy, Clerk of the Board		

Minutes Prepared By: Kelsey Pickard, Deputy Clerk of the Board

Approval of Minutes: August 21, 2024



AGENDA ITEM

August 21, 2024 ADMINISTRATION BUILDING A FLORENCE, ARIZONA

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:	
Director: Michael McCord	
Dept. Name: Treasurer	
Dept. #:	
Funds #:	
REQUESTED BY:	

Discussion/approval/disapproval to authorize Brandy Schiller, Special Services Administrator, to sign Insurance Proposal and pre-policy renewals on behalf of the Desert Vista Sanitary District. (Brandy Schiller/Michael McCord)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

To approve as described above.

Hıst	ory
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Time	Who	Approval
8/12/2024 9:48 AM	County Attorney	Yes
8/13/2024 7:48 AM	Budget Office	Yes
8/14/2024 2:42 PM	County Manager	Yes
8/14/2024 2:43 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

Gallagher Proposal of Insurance



Proposal of Insurance

Desert Vista Sanitary District

P.O. Box 1348 Florence, AZ 85132

Presentation Date: August 6, 2024

Arthur J Gallagher Risk Management Services, LLC

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Service Team

John Chino has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE	EMAIL
John Chino, ARM-PE, CSRM Area Senior Vice President	(949) 349-9827	John_Chino@ajg.com
Kiki Goldsmith Client Service Manager	(949) 349-9842	Kiki_Goldsmith@ajg.com

Arthur J. Gallagher Risk Management Services LLC.

Main Office Phone Number: 949-349-9800



Program Structure



Named Insured

LINE OF COVERAGE	NAMED INSURED
General Liability, Public Officials Management Liability & Excess Liability	Desert Vista Sanitary District

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.



Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response	Admitted ***
General Liability, Public Officials Management Liability	National Union Fire Insurance Company of Pittsburgh PA (A, XV)	Recommended Quote	Admitted
Excess Liability	National Union Fire Insurance Company of Pittsburgh PA (A, XV)	Recommended Quote	Admitted

^{*}If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at http://www.ambest.com/ratings.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

^{**}Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.



Summary of Significant Coverage Changes

Important:

This Highlight is only an outline of the changes compared to your current coverage since your last renewal. It does not include all of the changes in terms, coverages, exclusions, limitations and conditions.

YOU MUST READ THE POLICY FOR THOSE DETAILS.

Line of Coverage	Expiring	Proposed
General Liability, Public Officials Management Liability	Included \$1M Cyber Liability Limit	No longer includes \$1M Cyber Liability Limit. Per correspondence, IT is handled by Pinal County that places Cyber Coverage with Arizona Counties Insurance Pool.
Excess Liability	N/A	N/A



Location Schedule

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
General Liability, Public Officials Management Liability	1	P.O. Box 1348, Florence, AZ 85132



Program Details

Coverage: General Liability, Public Officials Management Liability

Carrier: National Union Fire Insurance Company of Pittsburgh PA

Policy Period: 8/15/2024 to 8/15/2025

Coverage:

DESCRIPTION	AMOUNT	BASIS		
General Liability				
General Aggregate Limit	\$3,000,000			
Products-Completed Operations Aggregate Limit	\$3,000,000			
Each Occurrence Limit	\$1,000,000			
Personal and Advertising Injury	\$1,000,000			
Damage to Premises Rented to You	\$1,000,000			
Medical Expense	\$10,000			
Public Officials & Management Liability				
Coverage A - Liability for Monetary Damages	\$1,000,000	Each Wrongful Act or Offense		
Coverage B - Defense Expense for Injunctive or Declaratory Relief	\$5,000	Each Action		
Coverage A & B Combined - Aggregate	\$3,000,000			

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT	ADDITIONAL INFO
Deductible	General Liability	\$0	Damage to Property of Persons Receiving Services - \$100 Ded each occurrence
Deductible	Public Officials & Management Liability - Coverage A	\$0	Coverage A Deductible

Endorsements include, but are not limited to:

DESCRIPTION
ECONOMIC SANCTIONS ENDORSEMENT
COMMON POLICY CONDITIONS
CAP ON LOSSES FROM CERTIFIED ACTS OF TERORRISM
ARIZONA CHANGES - CANCELLATION AND NONREWAL
GENERAL LIABILITY COVERAGE FORM
WATER OR WASTEWATER PROFESSIONAL ACTIVITY
PUBLIC OFFICIALS AND MANAGEMENT LIABILITY
AMENDATORY ENDORSEMENT INJUNCTIVE OR DECLARATORY RELIEF





Endorsements include, but are not limited to:

DESCRIPTION

AMENDATORY ENDORSEMENT EEOC ADMINISTRATION HEARINGS COVERAGE

ARIZONA CHANGES

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
Bodily Injury and Property Damage from pollutants - Absolute Exclusion	on

Losses arising from the ownership maintenance or use of aircraft, autos, or watercraft, with some minor exceptions including certain contractual obligations

Employment Related Practices Exclusion

Liquor Liability Exclusion

Aircraft Products Exclusion

Professional Liability Exclusion

Real Property in Your Care, Custody, and Control Exclusion

Absolute Asbestos Exclusion

Absolute Lead Exclusion

War and Nuclear Hazard

ERISA Exclusion

Pollution Liability Exclusion

Access or Disclosure of Confidential Data Exclusion

AMENDMENT OF PROFESSIONAL LIABILITY EXCLUSION

EXCLUSION - EMPLOYMENT PRACTICES

SPECIFIC OPERATIONS EXCLUSION - SCHOOLS

PUBLIC USE OF PROPERTY EXCLUSION WITH INVERSE CONDEMNATION EXCEPTION

Binding Requirements:

DESCRIPTION

Signed Proposal

Premium \$1,000.00

ESTIMATED PROGRAM COST \$1,000.00

Deposit Premium - 100.00%

Subject to Audit: Not Auditable





Coverage: Excess Liability

Carrier: National Union Fire Insurance Company of Pittsburgh PA

Policy Period: 8/15/2024 to 8/15/2025

Coverage:

DESCRIPTION	AMOUNT	
Each Occurrence Limit	\$2,000,000	
General Aggregate	\$2,000,000	

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Excess Liability	\$0

Underlying Policies:

COVERAGE	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
General Liability	\$1M each Occ \$3M Agg	National Union Fire Insurance Company of Pittsburgh, PA	8/15/2024	8/15/2025
Public Officials and Management Liability	\$1M each Occ (Coverage A) & \$5,000 (Coverage B) \$3M Agg	National Union Fire Insurance Company of Pittsburgh, PA	8/15/2024	8/15/2025

Endorsements include, but are not limited to:

DESCRIPTION
COMMERCIAL EXCESS LIABILITY COVRG FORM
ARIZONA CHANGES - CANCELLATION AND NONRENEWAL
CAP ON LOSSES FROM CERTFD ACTS OF TERROR
UNDERLYING CLAIMS-MADE COVERAGE
SUBLIMITED COVERAGES ENDORSEMENT
PRODUCTS-COMPLETED OPERATIONS AGGREGATE

Exclusions include, but are not limited to:

DESCRIPTION
Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws
Pollution (Hostile Fire Exception)
Asbestos
Physical Damage to Property in Insured's Care, Custody, or Control
Products Recall
Employment Related Practices Exclusion





Exclusions include, but are not limited to:

DESCRIPTION

Professional Liability Exclusion

Retained Limit

POLLUTION LIABILITY EXCLUSION

ERISA EXCLUSION

NUCLEAR ENERGY LIABILITY EXCLUSION ENDT

Exclusions included on underlying policies.

Binding Requirements:

DESCRIPTION

Signed Proposal

 Premium
 \$1,550.00

 ESTIMATED PROGRAM COST
 \$1,550.00

 Deposit Premium 100.00%

Subject to Audit: Not Auditable



Premium Summary

The estimated program cost for the options are outlined in the following table:

		EXPIRING PROGRAM		PROPOSED PROGRAM	
LINE OF COVERAGE		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
General Liability, Public Officials	Premium	National Union Fire	\$1,250.00	National Union Fire	\$1,000.00
Management Liability	Estimated Cost Annualized Cost TRIA Premium	Insurance Company of Pittsburgh PA (American International Group, Inc)	\$1,250.00 - -	Insurance Company of Pittsburgh PA (American International Group, Inc)	\$1,000.00 - -
Excess Liability	Premium Estimated Cost Annualized Cost TRIA Premium	National Union Fire Insurance Company of Pittsburgh PA (American International Group, Inc)	\$,1550.00 \$1,550.00 - -	National Union Fire Insurance Company of Pittsburgh PA (American International Group, Inc)	\$1,550.00 \$1,550.00 -
Total Estimated Program Cost			\$2,800.00		\$2,550.00

Quote from National Union Fire Insurance Company of Pittsburgh PA (American International Group, Inc) is valid until 8/15/2024

Quote from National Union Fire Insurance Company of Pittsburgh PA (American International Group, Inc) is valid until 8/15/2024

Gallagher is responsible for the placement of the following lines of coverage:

General Liability, Public Officials Management Liability Excess Liability

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.





Payment Plans

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
National Union Fire Insurance Company of Pittsburgh PA (American International Group, Inc)	General Liability, Public Officials Management Liability	Payment due in full.	Agency Bill
National Union Fire Insurance Company of Pittsburgh PA (American International Group, Inc)	Excess Liability	Payment due in Full.	Agency Bill



Proposal Disclosures



Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

- 1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
- 2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
- 3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
- 4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate ""Stand Alone"" terrorism policy be purchased to satisfy those obligations.



Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallaher's Privacy Policy located at https://www.ajg.com/privacy-policy/. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all





other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.



Client Signature Requirements



Coverages for Consideration

Overview

Gallagher recommends that you consider purchasing the following additional coverages for which you have exposure. A Proposal for any of the coverages below can be provided.

· Increased Limits

Please note the recommendations and considerations summarized in this section are not intended to identify all potential exposures. Gallagher is not an expert in all aspects of your business and assumes no responsibility to independently investigate the risks your business faces. Gallagher has relied upon the information you provided in making our insurance Proposals. If you are interested in pursuing additional coverages other than those listed above, please list the additional coverages in the Client Authorization to Bind.



Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 8/6/2024, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
□ Accept □ Reject	General Liability & Public Officials Management Liability
	National Union Fire Insurance Company of Pittsburgh PA
□ Accept □ Reject	Excess Liability
	National Union Fire Insurance Company of Pittsburgh PA

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Umbrella

☐ Increased Limits



Coverage Amendments and Notes:				

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

Print Name (Specify Title)		
Company	 	
Signature		





Appendix



Bindable Quotations & Compensation Disclosure Schedule

Client Name: Desert Vista Sanitary District

COVERAGE(S)	CARRIER NAME(S)	WHOLESALER, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALER, MGA, OR INTERMEDIARY %
General Liability, Public Officials Management Liability	National Union Fire Insurance Company of Pittsburgh PA (American International Group, Inc)	Glatfelter Underwriting Services, Inc.	\$1,000.00	10 %	N/A
Excess Liability	National Union Fire Insurance Company of Pittsburgh PA (American International Group, Inc)	Glatfelter Underwriting Services, Inc.	\$1,550.00	10 %	N/A

¹ We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

² If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

^{*} A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

³ The commission rate is a percentage of annual premium excluding taxes & fees.

^{*} Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.



Binding Requirements

Coverage (Issuing Carrier)	Binding Requirements
General Liability, Public Officials Management Liability National Union Fire Insurance Company of Pittsburgh PA	Signed Proposal
Excess Liability National Union Fire Insurance Company of Pittsburgh PA	Signed Proposal



Claims Reporting By Policy

Immediately report all claims.

Assistance in Reporting Property & Casualty Claims ONLY

- > General Liability, Public Officials & Excess Liability
 - Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.
 - Email: wr-claims@ajg.com
 - Toll-free phone number: 866-971-9462
 - Fax: 866-971-9464

If reporting directly to the carrier's office:

- Glatfelter Claims Management, Inc.
- P.O. Box 5126
- York, PA 17405
- Telephone: (800) 233-1957
- Claims Fax: (717) 747-7051
- E-Mail: claims@glatfelters.com

DESERT VISTA SANITARY DISTRICT

PRESENTED BY: ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC

18201 VON KARMEN STE 200

IRVINE, CA 92612 949.349.9857





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C36080



THANK YOU FOR RENEWING

Thank you so much for choosing to renew your insurance with Glatfelter Public Entities.

Your decision means a great deal to us as we continue to serve Public Entities and select other segments of many sizes and complexities across the country with insurance and risk management services. We trust you have felt the Glatfelter difference and that it has helped inspire your decision to remain a client. As our client, you are part of a large and growing community of public entities, including cities, towns, villages and other municipalities, water and wastewater entities, educational institutions as well as related segments of private schools, private water/wastewater and independent school bus contractors across the country.

We look forward to continuing to serve you and seek to continually exceed your expectations with our service and fair, responsive and courteous claims handling.

Please visit our website at <u>glatfelterpublicentities.com</u> to learn more about the services we offer or give us a call at 888.855.4782 to have a discussion.

Troy A. Markel

Executive Vice President

Droy A. Markee

THE PUBLIC ENTITY
INSURANCE SPECIALIST

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GLATFELTER PUBLIC ENTITIES

Glatfelter Public Entities, a division of Glatfelter Insurance Group, is the nation's premier public entity program manager for the following classes: educational institutions, municipalities and water/sewer entities. Glatfelter Public Entities also writes private/charter schools and independent school bus contractors. We are recognized as the industry leader in our target markets. Glatfelter Public Entities' mission statement is simple: we strive to provide our customers with innovative and stable products, prompt and considerate claims handling, attentive and personal service, pricing equity, and carrier security. Our commitment to customer service is evidenced by our high retention ratio and portfolio growth. Glatfelter Public Entities' services include program underwriting, policy administration, product and program management, loss control, claims administration, licensing, compliance, and actuarial services. We distribute our products through a national network of independent brokers and believe our partnership is responsible for the distinct competitive advantage we enjoy in our target market.

Glatfelter Public Entities offers a broad portfolio of coverages including:

- Property (including Equipment Breakdown)
- Crime
- Inland Marine
- Auto
- General Liability
- Law Enforcement Activity Liability
- Public Officials & Management Liability (including Employment Practices Liability)
- Educators Legal Liability (including Employment Practices Liability)
- Excess Liability

Workers' Compensation is also available in select programs.

Please contact your insurance representative if you are interested in modifying your proposal to include one or more of these available coverages.

Agency License OB17046

C36080



YOUR INSURANCE PROPOSAL

This proposal is prepared from information supplied to Glatfelter Public Entities on the application submitted by your insurance representative.

The lines of business shown in this proposal are offered as a complete portfolio. Purchase of individual lines of business requires underwriting approval. This proposal may or may not contain all terms requested on the application. Proposed coverages are provided by the Glatfelter Public Entities insurance policy forms and are subject to the terms, exclusions, conditions and limitations of those policy forms. Actual policies should be reviewed for specific details. Your insurance representative can provide specimen policies upon request.

Your exposure to loss changes over time. Keep your insurance representative informed of any changes, so your coverage can be updated. We strongly recommend frequent reviews of your operations and Glatfelter Public Entities coverage with your insurance representative.

The proposed admitted Property and Casualty coverage is underwritten by National Union Fire Insurance Company of Pittsburgh, Pa. (A.M. Best #19445). National Union Fire Insurance Company of Pittsburgh, Pa. (NUFIC) is rated A (Excellent) in Financial Size Category XV by A.M. Best Company. For certain lines of insurance, the proposed Property and Casualty coverage may be offered by a surplus lines insurer, such as Lexington Insurance Company or AIG Specialty Insurance Company, if coverage by NUFIC is unavailable.

Glatfelter Claims Management provides the claims management services for Glatfelter Public Entities insureds exclusively.

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The Glatfelter Public Entities Program is administered by Glatfelter Underwriting Services, Inc. a/k/a Glatfelter Insurance Services in CA, MN, NV and UT and Glatfelter Brokerage Services in NY. CA Insurance Producer License #0B17046. Glatfelter Underwriting Services, Inc., an American International Group, Inc. (AIG) company, is a premier manager and specialist of specialty commercial insurance markets in the U.S. This proposal provides a brief description of proposed insurance coverages for your consideration. It is not a contract of insurance. Refer to the actual insurance policy for a description of coverage, exclusions and conditions. Specimen policies are available for your review. All products and services are written or provided by subsidiaries or affiliates of AIG. Products or services may not be available in all countries, and coverage is subject to actual policy language. Certain property-casualty coverages may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds.

C36080



PROPOSAL

GENERAL INFORMATION

This Proposal reflects the renewal of policies listed below:

Expiring Policy NumberGPNU-PF-0020459-03
Renewal Date
08/15/2024

First Named Insured: DESERT VISTA SANITARY DISTRICT

Mailing Address: PO BOX 1348

FLORENCE, AZ 85132



GENERAL LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

This coverage contains the following three sections:

- Coverage A. Bodily Injury and Property Damage Liability protects you when claims are made against you because of injury to others or damage to their property, unless caused by an auto.
- Coverage B. Personal and Advertising Injury Liability protects you when claims are made against you because of injury to others arising from offenses such as slander or violation of a person's privacy.
- **Coverage C. Medical Expense** pays medical expenses requested by you in writing for bodily injury caused by an accident on your premises or because of your operation. These expenses are payable even if the injury occurred through no fault of your own.

Coverage	<u>Limit</u>
Each Occurrence:	\$1,000,000
Damage to Premises Rented to You:	\$1,000,000
Medical Expense:	\$10,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$3,000,000
Products – Completed Operations Aggregate:	\$3,000,000
Deductible:	\$0

Water or Wastewater Professional Activity Liability • Covers you for liability for acts, errors or omissions from your activities treating potable water or the collection and treatment of wastewater.



GENERAL LIABILITY – COVERAGE HIGHLIGHTS

The following apply unless noted otherwise in this proposal:

Defense Costs Payable in addition to the Limits of Insurance.

Bodily Injury Bodily Injury includes mental anguish, and mental injury, shock, fright or death

resulting from bodily injury, sickness or disease.

Contractual Liability Covers you for the liability you agreed to assume of another party, either orally or

in writing, but not for the sole negligence of the other party.

The claim must be otherwise covered (not excluded).

Damage to Property of **Persons Receiving**

Services

Covers you for liability for a personal property loss suffered by a member of the public receiving services from you, provided the loss is caused by theft, physical damage or disappearance.

Subject to a \$100 deductible each occurrence.

Coverage is limited to firefighting, emergency medical services or rescue squad

units.

"Good Samaritan" Liability

Covers volunteer members and employees for liability arising from actions on their own to render services at the scene of an emergency requiring immediate

action.

Applies to professional health care or any other services.

To qualify as a "Good Samaritan", the individual must act independently of your

organization or any other organization.

Damage to Premises Rented to You (including Fire Damage Legal Liability)

Covers you for liability for damages, due to "property damage" caused by "specified perils", to any one premises while rented to you or temporarily occupied by you with permission of the owner.

Unmanned Aircraft (Drones)

Covers you for unmanned aircraft owned, operated, rented or loaned to you.

Unmanned aircraft means an aircraft weighing 15 pounds or less that is not designed, manufactured or modified after manufacture to be controlled directly

by a person from within or on the aircraft.

Unmanned aircraft includes equipment used with the unmanned aircraft, provided

such equipment is attached to or essential for its operation.

Pollution Liability

DESERT VISTA SANITARY DISTRICT

Covers you for bodily injury or property damage arising out of a pollution incident resulting from any of the following:

- heat, smoke or fumes from a hostile fire
- escape of fuels or lubricants from mobile equipment
- escape or back-up of sewage or wastewater if property damage occurs away from land you own or lease
- storage and/or application of pesticides or herbicides

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GENERAL LIABILITY - COVERAGE HIGHLIGHTS - continued

- potable water which you supply to others
- chemicals you use in your water or wastewater treatment
- chemicals you use or store in your classrooms and laboratories
- chemicals you apply, use or store for your ownership, maintenance or operation of swimming pools
- application, use or storage of road salt or similar substances designed and used for snow and ice removal from road and similar surfaces
- natural gas or propane gas used in your treatment process

All pollution incidents must be accidental, unintended and stopped as soon as possible.

Watercraft Liability

Covers you for bodily injury or property damage arising from your use of the following:

- non-owned boats (unless carrying persons or property for a charge)
- owned boats that are not powered by motors

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 owned boats that are powered by motors of not more than 100 horsepower, and jet skis and wave runners regardless of horsepower

Failure to Supply Water

Coverage is included for failure to supply water and is not subject to the ISO sudden and accidental restriction.

Public Use of Property

No coverage is provided for claims arising out of the principles of eminent domain, including condemnation, adverse possession, and dedication by adverse use, or inverse condemnation.

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PUBLIC OFFICIALS AND MANAGEMENT LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

This coverage contains the following sections:

- Coverage A. Liability for Monetary Damages protects you when claims are made against you for monetary damages arising out of a wrongful act, employment practices offense or employee benefits administration offense resulting from your operations. Coverage does not apply to bodily injury, property damage or personal and advertising injury, except when resulting from a covered employment practices offense.
- Coverage B. Defense Expense for Injunctive or Declaratory Relief reimburses reasonable defense expenses you incur to defend an injunctive or declaratory relief action arising out of a wrongful act, employment practices offense or employee benefit administration offense resulting from your operations.

Policy Type: Occurrence

<u>Coverage</u>	<u>Limit</u>	
Coverage A: Coverage A includes Employee Benefits Liability	\$1,000,000	Each Wrongful Act or Offense
Coverage B:	\$5,000	Each Action
Aggregate Limit:	\$3,000,000	Coverage A and B Combined
Coverage A Deductible:	\$0	



PUBLIC OFFICIALS AND MANAGEMENT LIABILITY - COVERAGE HIGHLIGHTS

The following apply unless noted otherwise in this proposal:

Defense ExpenseThe cost to defend you against covered claims is the responsibility of the company

and will not erode your liability limits.

Wrongful Acts Coverage applies to any actual or alleged error, act, omission, neglect,

misfeasance, nonfeasance, or breach of duty, including violation of any civil rights

law, that results unexpectedly and unintentionally to others.

Employment Practices Coverage applies to an actual or alleged improper employment related practice,

policy, act or omission involving an actual, prospective or former employee or

volunteer worker.

Includes violations of civil rights, wrongful termination, failure to hire and harassment, including sexual harassment. Harassment toward or from a third-

party involving an employee or volunteer is included.

Employee Benefits

Liability

Coverage applies to acts, errors or omissions in counseling, interpreting, handling

records, or effecting enrollments in your employee benefit plans.

Public Use of Property No coverage is provided for claims arising out of the principles of eminent domain,

including condemnation, adverse possession, dedication by adverse use, or

inverse condemnation.



EXCESS LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

Excess Liability coverage protects you with the following:

- Excess limits above the limits of your applicable scheduled underlying Auto Liability, General Liability, Law Enforcement Activity Liability and Public Officials and Management Liability coverage parts subject to specific exclusions or limitations shown on the Excess Liability coverage.
- Excess coverage will apply when scheduled underlying policies have been exhausted.

Policy Type: Follow Form Excess

Limit of Insurance

Each Occurrence: \$2,000,000
General Aggregate: \$2,000,000



EXCESS LIABILITY – COVERAGE HIGHLIGHTS

The following apply unless noted otherwise in this proposal:

Public Officials and Management Liability

Follows form with underlying occurrence or claims-made coverage.

Employer's Liability Included in excess limits if scheduled as underlying coverage.

Defense Costs Payable in addition to the Limits of Insurance.

Public Use of Property No coverage is provided for claims arising out of the principles of eminent domain,

including condemnation, adverse possession, dedication by adverse use, or

inverse condemnation.

Failure to Supply Water Coverage is included for failure to supply water and is not subject to the ISO

sudden and accidental restriction.

Unmanned Aircraft (Drones)

Coverage is included for unmanned aircraft that is owned, operated, rented or

loaned to you.

\$1,000,000 each occurrence/aggregate sublimit applies.

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PROPOSAL NOTES

Public Officials Management Liability

Note: Your quote does not include coverage for claims arising out of your employment practices.

Note: The Coverage Highlights for Public Use of Property under the Public Officials and Management Liability coverage is amended to include coverage for Inverse Condemnation.

Excess Liability

Note: Coverage is quoted excess of:

- General Liability
- Public Officials and Management Liability

General

Note: The premiums quoted may include package discounts. If you should decide to buy some coverages but not others, your premiums may change.



PREMIUM SUMMARY

DESERT VISTA SANITARY DISTRICT (AZ) C36080

	<u>Premium</u>
Property	Not Quoted
Crime	Not Quoted
Inland Marine	Not Quoted
Auto	Not Quoted
General Liability	\$500
Law Enforcement Activity Liability	Not Quoted
Public Officials and Management Liability	\$500
Educators Legal Liability	Not Quoted
Excess Liability	\$1,550
Total Estimated Annual Premium	\$2.550



AGENDA ITEM

August 21, 2024 ADMINISTRATION BUILDING A FLORENCE, ARIZONA

REQUESTED BY:				
Funds #:				
Dept. #:				
Dept. Name: Clerk of the Board				
Director: Natasha Kennedy				
BRIEF DESCRIPTION OF AGENDA	ITEM AND REQUESTED	BOARD ACTION:		
Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.				
BRIEF DESCRIPTION OF THE FISC ITEM:	CAL CONSIDERATIONS A	ND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA		
BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:				
MOTION:				
History				
Time	Who	Approval		
ATTACHMENTS:				
Click to download				
No Attachments Available				



AGENDA ITEM

August 21, 2024 ADMINISTRATION BUILDING A FLORENCE, ARIZONA

REQUESTED BY:				
Funds #:				
Dept. #:				
Dept. Name: Clerk of the Board				
Director: Natasha Kennedy				
BRIEF DESCRIPTION OF AGENDAITEN Meeting Notice of Posting	I AND REQUESTED BOARD ACTION:			
BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:				
BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:				
MOTION:				
History				
Time	Who	Approval		
ATTACHMENTS:				
Click to download				
□ Notice of Posting				



MEETING NOTICE OF POSTING

STATE OF ARIZONA

COUNTY OF PINAL

I, Natasha Kennedy, being duly sworn upon her oath, says as follows:

I am the appointed Clerk of the Pinal County Board of Supervisors.

In my position as Clerk of the Board of Supervisors and Board of Directors, I am responsible for posting all Agendas.

Pursuant to A.R.S. 38-431.02 notice is hereby given that the Pinal County Board of Supervisors and Pinal County Board of Directors will hold a Regular meeting on <u>Wednesday</u>, <u>August 21</u>, <u>2024 at 9:30 AM</u> in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132. The public will have physical access to the meeting room at 9:15 AM.

Notice of Possible Recess: The Board may take a Recess around 12:30 PM and the meeting will reconvene around 1:00 PM.

Board Meetings are broadcasted live and the public may access the meeting on the County Website at Pinal.gov under "Meeting Videos."

Board Agendas are available on the County Website at Pinal.gov under "Agendas & Minutes."

At any time during business hours, citizens may reach the Clerk of the Board Office at (520) 866-6068 or via email at ClerkoftheBoard@pinal.gov for information about Board meeting participation.

Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, August 16, 2024, around 11:00 AM the Regular Agenda, Desert Vista Sanitary District Agenda, Flood Control District Agenda, and Executive Session as follows:

- A kiosk located outside the front entrance to The Old Historical Courthouse, Administrative Complex Building, 135 North Pinal Street, Florence, Arizona 85132
- 2. County Website under Agendas & Meetings located at Pinal.gov
- 3. Emailed the NOVUS Agenda Distribution List and Clerk of the Board Notification Distribution List

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Official Pinal County, Arizona Seal this 16th day of August, 2024.

Natasha Kennedy

Clerk of the Board of Supervisors

Pinal County, Arizona

CLERK OF THE BOARD OF SUPERVISORS