

Superstition Fire and Medical District

# Board of Directors

October 19, 2016



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

## Superstition Fire & Medical District Governing Board Meeting Agenda

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### PURSUANT TO A.R.S. §38.431.02

Notice is hereby given to the general public that the Superstition Fire & Medical District Governing Board will hold a meeting on **Wednesday, October 19, 2016**. The meeting will be held at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the public and will begin at 5:30 p.m. local time.

### AGENDA:

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

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

1. Review and approval of the September 2016 financial reports and bank reconciliations. **(BOD #2016-10-01)**
2. Recognition of employee performance, achievements, and special recognition for community members. **(BOD #2016-10-02)**
3. Call to the Public.  
A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.
4. Consideration and possible approval of all consent agenda items as listed below: **(BOD #2016-10-03)**
  - a) Board Meeting Minutes from September 21, 2016
  - b) Second Amendment from Nationwide Retirement Solutions for *In Plan Roth Rollover*
  - c) Central Arizona College (CAC) IGA to Support Their Fire Science Program
  - d) United States Special Operations Command Short Term Lease
5. Brief discussion and update regarding the Fleet Services Division **(BOD #2016-10-04)**
6. Discussion and possible approval of the Affidavit of Compliance for the Board of Supervisors in Pinal and Maricopa Counties. **(BOD #2016-10-05)**
7. Executive Session pursuant to ARS §38-431.03(A)(1) for personnel matters regarding the fire chief's performance evaluation **(BOD #2016-10-06)**
  - a) Confirmation that the fire chief has received at least 24 hours advanced notice of this proposed executive session for the fire chief to determine whether the performance evaluation should occur during the public session.

Note that executive sessions are confidential pursuant to ARS §38-431.03(C)
8. Discussion and possible action regarding the Fire Chief Evaluation process. **(BOD #2016-10-07)**
9. Discussion, update, and possible action regarding the temporary override election process. **(BOD #2016-10-08)**
10. Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation for legal advice with an attorney for the District and/or ARS §38-431.03(A)(4), in order to consider its position and instruct its attorney regarding contracts that are the subject of negotiations as related to BOD #2016-06-07. **(BOD #2016-10-09)**

Note that Executive Sessions are confidential pursuant to ARS §38-431.03(c)



11. Senior Leadership Team Reports **(BOD #2016-10-10)**

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

12. Announcements **(BOD #2016-10-n/a)**

13. Adjourn **(BOD #2016-10-11)**

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

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

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

Original Posted on October 14, 2016

At: 0800 Hours

By: Jasmin Jones

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



## **Governing Board Meeting – October 19, 2016**

**Agenda Item: 1**

**BOD#: 2016-10-01**

### **Agenda Item Title:**

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

### **Submitted By:**

Fire Chief Paul Bourgeois

Finance Director Roger Wood

### **Background/Discussion:**

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

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

1. **Cash Flow – All Governmental Funds.**

The Cash Flow report consists of the combined cash balances of all District Funds. These balances include the General (100), Transport Services (150), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds. The Cash Flow report is updated monthly with the actual revenues deposited into and actual expenditures disbursed from the district's cash accounts. It is important to note the revenues and expenditures are reported on a Cash Basis. This report is generated to demonstrate that the fire district maintains sufficient cash available to satisfy the projected expenditures budgeted over the course of the fiscal year.

2. **Fund Account Bank Reconciliations.**

The reconciliation of each of the district's Fund Cash Accounts (General (100), Transport Services (150), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds) between the Pinal County Treasurer's monthly bank statement and the District's Fund balance sheet report is provided. To signify board approval of the monthly financial statements and bank reconciliations, the Board Chairman is requested to sign the attached Letter of Acceptance which will be kept on file at the district.

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

N/A

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

Letter of Acceptance of the Fire District's Financial Statements and Bank Reconciliations.

\*Financials provided under separate cover

### **Recommended Motion:**

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



**Go To Item 2**

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

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **September 2016**:

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

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Jeff Cross, Board Chairman

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Date



## Governing Board Meeting – October 19, 2016

### Agenda Item: 2

BOD#: 2016-10-02

#### Agenda Item Title:

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

#### Submitted By:

Fire Chief Paul Bourgeois

Assistant Chief Brett Broman

#### 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.

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

N/A

#### October Service Anniversaries:

17 Years of Service
Fire Captain / Medic <b>Craig Horvath</b>
Fire Captain / Medic <b>David Pohlmann</b>
Fire Captain / Medic <b>Jeremy Rocha</b>
9 Years of Service
Firefighter / Medic <b>John Walka</b>
Firefighter / Medic <b>Sammy Ramirez</b>
Firefighter <b>Chris Robson</b>
2 Years of Service
Firefighter <b>Jason Chapman</b>
Firefighter <b>Sean Matuszewski</b>
Firefighter <b>Jay Nelson</b>
Firefighter <b>Casey Schreiner</b>
Firefighter <b>Josiah Stiglitz</b>
Firefighter <b>Andrew Tryon</b>
Firefighter <b>Colt Weddell</b>
Firefighter <b>Travis Yates</b>
1 Year of Service
Firefighter <b>Wes Fimbres</b>
Firefighter <b>Trace Leggett</b>
Firefighter <b>Kenneth (Trey) Schow</b>

#### October Special Recognition Awards:

Captain Jon Williamson, Engineer Kevin Johnston, Firefighter Ryan Rodriguez, Firefighter Jackie Anderson, Paramedic Trevor Overson, and EMT Ronald Demarzo will be recognized for a Cardiac Arrest SAVE.



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**Governing Board Meeting – October 19, 2016**

**Agenda Item: 3**

**BOD#: 2016-10-n/a**

**Agenda Item Title:**

Call to the Public

**A.R.S. §38-431.01(H):**

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

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

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

**Background / Discussion:**

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

**Scheduled:**

None



**Go to Item 4**

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## Governing Board Meeting – October 19, 2016

Agenda Item: 4

BOD#: 2016-10-03

### Agenda Item Title:

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

- a) Board Meeting Minutes from September 21, 2016 – **Appendix A**
- b) Second Amendment from Nationwide Retirement Solutions for In Plan Roth Rollover – **Appendix B**
- c) Central Arizona College (CAC) IGA to Support Their Fire Science Program – **Appendix C**
- d) United States Special Operations Command Short Term Lease – **Appendix D**

### 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 October 19, 2016."*



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**Governing Board Meeting – October 19, 2016**

**Agenda Item: 5**

**BOD#: 2016-10-04**

**Agenda Item Title:**

Brief discussion and update regarding the Fleet Services Division.

**Submitted By:**

Fleet Supervisor Vaughn Croshaw

**Background/Discussion:**

Fleet Supervisor Vaughn Croshaw will give a brief update on the Fleet Services Division, including apparatus reports, and down time reports.

**Financial Impact:**

N/A

**Enclosure(s):**

N/A

**Recommended Motion:**

N/A



**Go to Item 6**

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**Governing Board Meeting – October 19, 2016**

**Agenda Item: 6**

**BOD#: 2016-10-05**

**Agenda Item Title:**

Discussion and possible approval of the Affidavit of Compliance for the Board of Supervisors in Pinal and Maricopa Counties.

**Submitted By:**

Fire Chief Paul Bourgeois

Executive Assistant Jasmin Jones

**Background/Discussion:**

This item comes before the BOD per ARS §16-229, stating that the Superstition Fire & Medical District has complied all federal and state election laws for the 2016 SFMD Board Election Process.

**Financial Impact:**

N/A

**Enclosure(s):**

Affidavit of Compliance

**Recommended Motion:**

*“Motion to approve the Affidavit of Compliance stating that the SFMD has complied with all federal and state election laws and to direct staff to send the Affidavit of Compliance to both Pinal and Maricopa Counties.”*



**Go to Item 7**

**Go to Agenda**



## ***Superstition Fire & Medical District***

Phone (480) 982-4440 ~ [www.sfmd.az.gov](http://www.sfmd.az.gov)

***Administration Office***  
565 North Idaho Road  
Apache Junction, AZ 85119  
Fax (480) 982-0183

***Regional Training Center***  
3700 East 16<sup>th</sup> Avenue  
Apache Junction, AZ 85119  
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***Fleet & Facilities Services***  
1455 East 18<sup>th</sup> Avenue  
Apache Junction, AZ 85119  
Fax (480) 983-7443



### **AFFIDAVIT OF COMPLIANCE**

This is to certify that the Superstition Fire & Medical District has complied with all applicable Federal and State Election Laws for the General Election to be held on November 8, 2016.

Superstition Fire & Medical District

\_\_\_\_\_  
Clerk of the Board

Subscribed and sworn to before me on the 19<sup>th</sup> day of October 2016.

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

**Governing Board Meeting – October 19, 2016**

**Agenda Item: 7**

**BOD#: 2016-10-06**

**Agenda Item Title:**

Executive Session pursuant to ARS §38-431.03(A)(1) for personnel matters regarding the fire chief's performance evaluation.

- a. Confirmation that the fire chief has received at least 24 hours advanced notice of this proposed executive session for the fire chief to determine whether the performance evaluation should occur during the public session.
- b. Note that executive sessions are confidential pursuant to ARS §38-431.03(C)

**Submitted By:**

Assistant Chief Brett Broman

Legal Counsel Donna Aversa

**Background/Discussion:**

This item can be used if the board would like to meet concerning the fire chief's evaluation.

**Financial Impact:**

N/A

**Enclosure(s):**

N/A

**Recommended Motion:**

*"Motion to go into Executive Session pursuant to ARS §38-431.03(A)(1) at (time) for personnel matters regarding the fire chief's performance evaluation."*



**Go to Item 8**

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## **Governing Board Meeting – October 19, 2016**

**Agenda Item: 8**

**BOD#: 2016-10-07**

### **Agenda Item Title:**

Discussion and possible action regarding the Fire Chief Evaluation process.

### **Submitted By:**

Legal Counsel Donna Aversa

Assistant Chief Brett Broman

### **Background/Discussion:**

At the August Board Meeting (BOD #2016-08-05) the BOD approved the timeline for the Fire Chief Evaluation Process. This item corresponds to Item 7 (BOD #2016-10-06), the BOD can discuss the Fire Chief Evaluation in open session if they chose. Because Fire Chief Paul Bourgeois will not be in attendance at the October 19, 2016 Board Meeting, it is up to the BOD to appoint a member of the board to discuss the Fire Chief's Evaluation upon his return.

### **Financial Impact:**

N/A

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

N/A

### **Recommended Motion:**

*TBD*



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**Governing Board Meeting – October 19, 2016**

**Agenda Item: 9**

**BOD#: 2016-10-08**

**Agenda Item Title:**

Discussion, update, and possible action regarding the temporary override election process.

**Submitted By:**

Fire Chief Paul Bourgeois

Assistant Chief Brett Broman

**Background/Discussion:**

Assistant Chief Brett Broman will give a brief update on the temporary override election process.

**Financial Impact:**

N/A

**Enclosure(s):**

N/A

**Recommended Motion:**

*TBD*



**Go to Item 10**

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**Governing Board Meeting – October 19, 2016**

**Agenda Item: 10**

**BOD#: 2016-10-09**

**Agenda Item Title:**

Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation for legal advice with an attorney for the District and/or ARS §38-431.03(A)(4), in order to consider its position and instruct its attorney regarding contracts that are the subject of negotiations as related to BOD #2016-06-07.

Note that executive sessions are confidential pursuant to ARS §38-431.03(C).

**Submitted By:**

Fire Chief Paul Bourgeois

**Background/Discussion:**

N/A

**Financial Impact(s)/Budget Line Item:**

N/A

**Enclosure(s):**

N/A

**Recommended Motion:**

*“Motion to go into Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation for legal advice with an attorney for the District and/or ARS §38-431.03(A)(4), in order to consider its position and instruct its attorney regarding contracts that are the subject of negotiations as related to BOD #2016-06-07.”*



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**Governing Board Meeting – October 19, 2016**

**Agenda Item: 11**

**BOD#: 2016-10-10**

**Agenda Item Title:**

Senior Leadership Team Reports

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

**Background / Discussion:**

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

**Governing Board Meeting – October 19, 2016**

**Agenda Item: 12**

**BOD#: 2016-10-n/a**

**Agenda Item Title:**

Announcements

**Background / Discussion:**

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

**Governing Board Meeting – October 19, 2016**

**Agenda Item: 13**

**BOD#: 2016-10-11**

**Agenda Item Title:**

Adjournment

**Recommended Motion:**

*"Motion to adjourn the board meeting."*



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## Appendix A

### a) Board Meeting Minutes from September 21, 2016

**Submitted By:**

Fire Chief Paul Bourgeois

Executive Assistant Jasmin Jones

**Background / Discussion:**

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

**Financial Impact/Budget Line Item:**

N/A

**Staff Recommendation:**

Staff recommends approval of September 21, 2016 board meeting minutes.

**Enclosure(s):**

September 21, 2016 Board Meeting Minutes



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**Governing Board Meeting Minutes  
September 21, 2016**

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, SEPTEMBER 21, 2016. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA. THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 P.M.

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

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

Legal Counsel Donna Aversa and Executive Assistant acting as Board Secretary Jasmin Jones were also present at the meeting.

- Item 1:** *Review and approval of the August 2016 financial reports and bank reconciliations. (BOD #2016-09-01)*

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

**Vote** 5 ayes, 0 nays. Motion passed.

- Item 2:** *Recognition of employee performance, achievements and special recognition for community members. (BOD #2016-09-02)*

Assistant Chief Brett Broman presented Division Chief Richard Ochs with his 25 Year Service Anniversary Award and Firefighter / Paramedic Eric Ellsworth and Firefighter / Paramedic Dustin Farber with their 10 Year Service Anniversary Award. Firefighter / Paramedic Mike Ament is currently deployed serving our country and was not present to receive his 10 Year Service Anniversary Award and Firefighter Ken Simkins was also absent to receive his 10 Year Service Anniversary Award.

Assistant Chief Brett Broman read the list of the following September Service Anniversaries

Assistant Chief Mike Farber	31 Years
Captain / Paramedic Mike Paul	24 years
Firefighter Nat Erickson	18 Years
Engineer Kevin (Shorty) Johnston	18 Years
Battalion Chief Richard Mooney	18 Years
Engineer Jose Sepulveda	18 Years
Engineer John Taylor	16 Years

Engineer / Paramedic Jim Crowley	14 Years
Captain / Paramedic Craig Halver	14 Years
Engineer Aaron McDonald	14 Years
Captain / Paramedic Ruben Briones	11 Years
Captain / Paramedic Tanner Fox	11 Years
Engineer Rob McMinn	11 Years
Firefighter / Paramedic Randy VandeKrol	11 Years

**Item 3:** *Call to the Public. (BOD #2016-09-n/a)*  
N/A

**Item 4:** *Consideration and possible approval of all consent agenda items listed below: (BOD #2016-09-03)*

- a) *Board Meeting Minutes from August 17, 2016*
- b) *Executive Session Board Meeting Minutes from August 17, 2016*

**Motion** by Clerk Gehrt to approve consent agenda items for September 21, 2016. Seconded by Director Moeller.

**Vote** 5 ayes, 0 nays. Motion passed.

**Item 5:** *Executive Session pursuant to ARS §38-431.03(A)(1) for personnel matters regarding the fire chief's performance evaluation. (BOD #2016-09-04)*

Assistant Chief Brett Broman asked the BOD to pull this item from the agenda.

**Item 6:** *Discussion and possible action regarding the Fire Chief Evaluation process and timeline. (BOD #2016-09-05)*

Assistant Chief Brett Broman updated the BOD on the timeline for the Fire Chief's Evaluation process. He stated that he will email the BOD the summarized version of the internal and external evaluations. Fire Chief Paul Bourgeois will not be present at the October Board Meeting, however, Assistant Chief Broman suggested the BOD identify a member of the board to go over the results of the board's evaluation process when the Fire Chief returns.

**Item 7:** *Discussion, update, and possible action regarding the override election process. (BOD #2016-09-06)*

Fire Chief Paul Bourgeois summarized the timeline of events that the Override Committee has accomplished.

**Item 8:** *Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation of legal advice with an attorney for the District and/or ARS §38-431.03(A)(4), in order to consider its position and instruct its attorney regarding contracts that are the subject of negotiations as related to BOD #2016-06-07. (BOD# 2016-09-07)*

Fire Chief Paul Bourgeois request the BOD pull this item from the agenda.

**Item 9:** *Senior Leadership Team Reports (BOD# 2016-09-08)*

- **Fire Chief Report**
  - Fire Prevention Festival – October 9<sup>th</sup> – 1000-1300
- **Emergency Services / Operations**
  - Training Division Update
  - Transportation Division Update
  - Community Medicine Unit Update

➤ **Technical & Community Services**

- Community Services
  - Tina Gerola and John Suniga are at the National Fire Academy attending Community Risk Reduction Classes
- Technical Services
  - Wireless additions / upgrades to Station 262, Admin, Annex, and Fitness Center
  - Strategic Initiatives (2016-17 Action Plan) assigned and distributed to staff members
  - Scorecard created and distributed to all stations
  - ImageTrend came on site to teach a two day course about System Administration

➤ **Administrative Services**

- 9/11 Memorial Event – Hosted By VFW Post 9399 and 7968
- 9/11 Memorial Video – created by Fire Chaplain Tom Doubt
- Brief update on Assistant Chief Brett Broman's time at the National Fire Academy

➤ **Financial Services**

- FY 15/16 Audit PBC Schedules and Journal Entries (Auditors on-site October 17-21)
- Transport Services cash reporting refinement
- Preparation and presentation of informational decks

**Item 10:**      *Announcements (BOD# 2016-09-n/a)*

Clerk Gehrt announced that the Pension Board held a meeting and approved Captain Andy Kuhn's application to enter the DROP, he will retire on or before September 30, 2021

**Item 12:**      *Adjourn (BOD# 2016-09-09)*

**Motion** by Director House at 5:55 p.m. to adjourn the meeting. Seconded by Chairman Cross.

**Vote** 5 ayes, 0 nays. Motion passed.

**Governing Board Approval:**

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Gene Gehrt, Board Clerk

*Jasmin Jones*

## Appendix B

### b) Second Amendment from Nationwide Retirement Solutions for *In Plan Roth Rollover*

#### **Submitted By:**

Fire Chief Paul Bourgeois

Finance Director Roger Wood

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

In April 2014, the BOD approved the transition to Nationwide Retirement Solutions (“Nationwide”) to become the District’s Deferred Compensation 457 Fund provider. In support of the transition to Nationwide, the Deferred Compensation Committee was formed to discuss issues affecting the Deferred Compensation Plan. The Committee is currently headed by Lance Frawley – President, and is comprised of employee representatives (Craig Halver, John Suniga, Billy Warren, Sherry Mueller, and Roger Wood). The Committee meets quarterly and is advised by Chuck Sklader – Self-Directed Brokerage Specialists, Galloway Asset Management, and Nationwide.

As the result of a recent change in tax law, the District’s 457(b) Deferred Compensation plan is now able to offer the District’s employees with an In-Plan Roth IRA Rollover option. The addition of the In-Plan Roth IRA Rollover option will provide an employee, if they so choose, the ability to convert a minimum of \$1,000 up to 100% of their pre-tax 457(b) deferred compensation account balance over to an after-tax Roth IRS up to twice a year. Taxes are paid on the conversion in the year of conversion. Nationwide is the record keeper of record and will provide the employee with the appropriate year-end tax forms.

The SFMD Deferred Compensation Committee met on October 11<sup>th</sup> to discuss a variety of issues related to the District’s Deferred Compensation plan, and ultimately decided to approve the Second In-Plan Roth Rollover Amendment. The intent of this communication is to make the Governing Board aware of the Amendment’s approval, and to ensure there is consensus on the addition of the Amendment to the District’s 457(b) Deferred Compensation Plan.

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

N/A

#### **Staff Recommendation:**

Approval of the *In Plan Roth Rollover*

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

Second Amendment to the Deferred Compensation Plan Administration Agreement between SFMD and Nationwide Retirement Solutions.



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**Nationwide Retirement Solutions**  
**In-Plan Roth Rollover Amendment to the Deferred Compensation Plan**  
**for Public Employees 457(b) Governmental Plan and Trust**

**ARTICLE I**  
**PREAMBLE**

- 1.1 **Effective date of Amendment.** The Employer adopts this Amendment to the Plan to permit In-Plan Roth Transfers, as set forth herein. This Amendment is effective as of the Effective Date specified below.
- 1.2 **Eligible governmental 457(b) plan** - The Employer is an eligible employer as defined in Code §457(e)(1) (A).
- 1.3 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.4 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.

**ARTICLE II**  
**ELECTIONS**

Select A, B or both depending on whether the Employer elects to adopt In-Plan Roth Transfers for amounts otherwise non-distributable (election A), In-Plan Roth Rollover for amounts otherwise distributable (election B) or both (election A and B).

A. ☒ The following section the Employer adopts this Amendment to the Plan under the American Taxpayer Relief Act of 2012 ("ATRA") to permit participants with amounts that are otherwise Non-distributable to transfer (e.g., conversion) part or all of a non-Roth account to a Roth account in the Plan, in accordance with the provisions of this Amendment.

2.1 **Effective Date.** This Amendment is effective: 11/1/2016 (enter date not earlier than January 1, 2013)

2.2 **In-Plan Roth Transfers.** Any Participant may elect an In-Plan Roth Transfer as elected below:

**Source of In-Plan Roth Transfer.** The Plan permits a transfer from the following qualifying sources:

- a. ☒ The Vested portion of any Account
- b. ☐ Only from the Vested portion of the following accounts (select one or more):
1. ☐ Pre-Tax Elective Deferral Account.
  2. ☐ Account(s) attributable to Employer matching contributions.
  3. ☐ Account attributable to Employer profit sharing contributions.
  4. ☐ Rollover Account.
  5. ☐ Other \_\_\_\_\_ (specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion (e.g., a Participant's Pre-tax Deferral Account or Matching Contribution Account, but not the Participant's Nonelective Contribution Account))

**Other limitations on In-Plan Roth Transfer:**

- c. ☐ No other limitations.
- d. ☒ The following limitations apply (select one or more):
1. ☒ The minimum amount that may be transferred is \$ 1,000.00 (may not exceed \$1,000).
  2. ☐ Transfers may only be made from accounts which are fully Vested. (Note: If this option is not elected and an In-Plan Roth Transfer is made from a partially-vested account, then the formula at Amendment Section 3.4.4 will apply).
  3. ☒ No more than 2 transfer(s) may be made during a Plan Year.
  4. ☐ Only Participants who are Employees may elect an In-Plan Roth Transfer.
  5. ☐ Transfers may be made subject to the following provisions (describe):  
\_\_\_\_\_ (must be definitely determinable and not subject to Employer or Administrator discretion).

- B. ☒ The following section the Employer adopts this Amendment to the Plan under the Small Business Jobs Act of 2010 ("SBJA") to permit participants with amounts that are **otherwise distributable** to transfer (e.g., conversion) part or all of a non-Roth account to a Roth account in the Plan, in accordance with the provisions of this Amendment.

2.3 **Effective Date.** This Amendment is effective: 11/1/2016.  
(Enter date not earlier than January 1, 2011.)

**2.4 In-Plan Roth Rollovers.**

**Eligibility and Type of Rollover.** Any Participant may elect an In-Plan Roth Rollover by direct rollover except that, if elected below, a Participant must also be an Employee at the time of the In-Plan Roth Rollover. (select if applicable)

- a. ☐ **In-service distribution only.** Only Participants who are Employees may elect an In-Plan Roth Rollover.

**No transfer of loans.** Loans may not be distributed as part of an In-Plan Roth Rollover.

**In-service distribution provisions.** The Employer elects the following regarding in-service distributions from the Plan **solely** for purposes of making an In-Plan Roth Rollover (choose either c. or d.):

- b. ☐ **N/A. Existing in-service distribution provisions apply.** The Plan's existing in-service distribution provisions apply. (May only be elected if Plan permits in-service distributions – if selected, the remaining Options in this Section 2.4 do not apply.)
- c. ☐ **In-service distribution provisions.** The Employer elects to permit in-service distributions when the Participant has attained age \_\_\_\_\_ solely for purposes of making an In-Plan Roth Rollover. (May not be less than age 70½.)

**Source of In-Plan Roth Rollover.** The Plan permits a direct rollover from any qualifying source.

**Other limitations on direct In-Plan Roth Rollover** (select one or more of 1. through 3; leave blank if not applicable):

1. ☐ The minimum amount that may be rolled over is \$ \_\_\_\_\_ (may not exceed \$1,000).
2. ☐ Distributions may only be made from accounts which are fully Vested.

*Note: If an In-Plan Roth Rollover is made from a partially-vested account, then the formula at Amendment Section 3.5.4 will apply).*

3. ☐ In-service distributions may be made subject to the following provisions: (describe): \_\_\_\_\_ . (must be definitely determinable and not subject to discretion).

**3.4.4 Distribution from partially Vested account.** Transfers (i.e., the source of the In-Plan Roth Transfer amounts) are permitted only from fully Vested amounts allocated to a qualifying source as identified in Amendment Section 2.2.

\* \* \* \* \*

This Amendment has been executed this 11<sup>th</sup> day of October, 2016.

Name of Plan: Superstition Fire & Medical District (SFMD)

Name of Employer: Superstition Fire & Medical District

By: Roger Wood, Finance Director  
EMPLOYER

Retirement Specialists are Registered Representatives of Nationwide Investment Svcs. Corporation, Member FINRA. Nationwide Mutual Insurance Company and Affiliated Companies, Home Office: Columbus, OH 43215-2220.

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NRN-1241AO (01/16)

## Appendix C

### c) Central Arizona College (CAC) IGA to Support Their Fire Science Program

#### **Submitted By:**

Fire Chief Paul Bourgeois  
Division Chief Richard Ochs

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

SFMD is entering into an agreement with CAC to share Instructors, Facilities and Resources to support CAC's Fire Science Program. This agreement applies to Firefighter I & II courses, but may also apply to other Fire Science Courses.

This IGA has a historical start date of January 1, 2016 and runs through December 31, 2017. Although the start date of the IGA is as stated January 1, 2016 – there have been no classes scheduled at this time or from the months of January 2016 – October 2016. CAC may schedule classes that will utilize this IGA in the Spring Semester of 2017. CAC executed this document on September 14, 2016. The IGA is deemed cost neutral with exceptions noted under 21. A and B. for cost recovery and additional benefits provided for the SFMD. The IGA has been approved by legal counsel.

If the BOD decides to pull this item to update the dates of the IGA, this item will be placed on a future board agenda and sent back through the legal process, including CAC's board for approval.

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

N/A

#### **Staff Recommendation:**

Approval of the IGA as stated.

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

Intergovernmental Agreement (IGA)



**Go to Appendix D**

**Go to Agenda**

# **PINAL COMMUNITY COLLEGE DISTRICT**

**Central Arizona College  
8470 N Overfield Rd  
Coolidge, Arizona 85128**

## **Intergovernmental Agreement**

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This Inter-Governmental Agreement (IGA) is entered into between **PINAL COUNTY COMMUNITY COLLEGE DISTRICT (“CAC”)** and **SUPERSTITION FIRE & MEDICAL DISTRICT (“FD” or SFMD)**.

### **RECITALS**

1. Both Parties wish to collaborate and share resources to provide instruction, education and training for students in the college Fire Science program.
2. **Both CAC and FD** have resources, facilities and equipment to provide the classroom education and instruction for various Fire Science courses.
3. **FD** has the resources, facilities and equipment to provide classroom education and instruction for the Firefighter I & II course with the exception of Live Burn props. Live Fire Training components of the Firefighter. I & II course will be conducted at the **CAC** Coolidge Campus with FD instructors.
4. **CAC and FD** desire to jointly exercise their powers pursuant to A.R.S. section 11.952 for the purpose of enhancing public safety training and education.

### **AGREEMENT**

Therefore, the Parties agree as follows:

1. **TERM:** This Agreement shall be effective as of January 1, 2016 through December 31, 2017 but may be terminated by either party with thirty (30) days prior written notice. In the event that notice of termination is given, the termination shall not be effective until all those students then participating in a training curriculum have completed the course, except as provided in Paragraph 10 of this Agreement.

2. **COURSE COORDINATOR:** **CAC** agrees to provide a Course Manager who will be directly responsible for scheduling and coordinating with **FD** all Training on **FD** property.
3. **FD INSTRUCTORS:** Only **FD** employees are authorized to instruct Fire Science Curriculum at **FD** facilities, and under the direction of the **CAC** Course Manager. **FD** Instructors will abide by all **SFMD** policies, including those related to second jobs.
4. **INSTRUCTION:** All didactic and practical skills education for Fire Science Courses will meet the professional standards and course requirements of **CAC** and or other entities responsible for professional certifications.
5. **SUPERVISION:** Students assigned to Practical “*hands-on*” Training shall each be under the supervision of a preceptor who shall be provided **CAC**. **CAC’s** will approve all preceptors, including employees of the **FD**.
6. **SCHEDULING:** Scheduling of facilities for all classroom and Practical training sessions will be facilitated by the Course Coordinator. The Course Coordinator will communicate with the appropriate **FD** Training Chief, at least one (1) semester in advance, to schedule all training courses that are conducted by **FD** personnel or which occur at an **FD** facility.
7. **ATTIRE:** Students will wear proper attire as defined below:
  - a. Full length Pants
  - b. Work or other durable shoes with steel-toe protection (no sneakers)
  - c. Any durable shirt or sweatshirt with appropriate lettering to identify an individual as a Fire Intern student with **CAC**.
8. **PERSONAL PROTECTIVE EQUIPMENT (PPE):** **CAC** will provide the student with appropriate PPE, which will include Structural Fire Fighting equipment. This includes:
  - a. **NFPA Approved Firefighting Helmet, Nomex Hood, Gloves, Turnout Coat, Pants and Boots**
    - If the student is providing his/her equipment, it must be inspected by Course Coordinator or his/her designee
  - b. **NFPA Approved SCBA and Mask**
    - **SCBA Mask Fit Testing must be completed** for each student prior to being aloud to participate in any Live Burn exercise with **FD**.
    - Mask Fit Testing must be completed by **FD** certified personnel any time **FD** personnel are serving as instructors or **FD** equipment is being utilized.
    - If any **FD** equipment assigned to a student is lost or damaged **CAC** will be responsible for the cost to repair or replace the equipment (all repairs or replacement of equipment is achieved through the **FD**).
9. No financial remuneration shall be made by either party to the other or to the students during the training. The training activities of the students shall not be for the purpose of supplanting the services of regular paid employees of **FD**.

10. **AGENCY POLICIES:** Students shall be required to comply with all applicable policies and regulations of **CAC** and **FD** while training with **FD** personnel, and inside **FD** facilities.
11. **REMOVAL:** Either **FD** or **CAC**, in their sole discretion, shall have the right to remove any student from the training program.
12. **INDEMNIFICATION:** Except to the extent attributable to the intentional or gross negligent acts or omissions of the party seeking indemnification, each party shall indemnify, protect, defend and hold harmless the other party from and against any and all claims and liabilities including but not limited to damages, expenses, costs and attorney's fees, arising by virtue of any negligent act or omission by the indemnifying party its officers, employees, agents and volunteers relating to this Agreement.
13. **INSURANCE:** During term of this Agreement, both parties shall maintain the insurance policies specified below.

The policies shall be issued by companies licensed in Arizona with a current A.M. Best rating of A: VIII or better. **FD** acknowledges that **CAC** is insured through the Arizona School Risk Retention Trust, and accepts such insurance as satisfying the requirements of this agreement.

Before any student is assigned to training sessions on **FD** property, each party shall furnish the other with certificates of insurance evidencing the required coverage's, conditions, and limits required by this provision.

The insurance policies, except Workers' Compensation and Professional Liability, shall be endorse to name the other party, its agents, officers, officials, employees, and volunteers as additional insured's.

If the policies required by this provision are written on a "claims made" basis, coverage shall extend for two (2) years past completion of the last students training session of **FD** property/facility, and must be evidenced by annual certificates of insurance.

The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without the insurer endeavoring to provide thirty (30) days written notice by certified mail to the other party. The insurance company shall agree to notify the other party, in writing, of the default in payment of insurance premiums no less than ten (10) days prior to cancellation of the insurance.

Each party's insurance must be primary, and any insurance or self-insurance maintained by the other party shall not contribute to this. The following coverage is required:

**COMMERCIAL GENERAL LIABILITY:** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Agreement;

**AUTOMOBILE LIABILITY:** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to each party's owned, hired, and non-owned vehicles;

**WORKERS' COMPENSATION:** insurance with limits statutorily required by any federal or state law and Employer's Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit; and

12.6.4 **PROFESSIONAL LIABILITY:** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by each party, or any person acting on behalf of the party, with a limit of not less than \$1,000,000 per claim.

14. **COOPERATION:** Each party shall recognize and promote the accomplishment of the mutual objectives contained in the Agreement.

15. **HEALTH STANDARDS:** **CAC** shall ensure that students meet minimum health and other standards established by applicable law.

16. **NONDISCRIMINATION:** Both parties shall comply with all federal, state, and local laws, rules, regulations, and executive orders concerning non-discrimination in employment and services on the basis of sex, race, disability, religion, national origin, age or veteran's status.

17. **INDEPENDENT CONTRACTOR:** The parties shall at all times be deemed to be independent; this Agreement does not create an agency or joint venture relationship. Either party's employees shall be regarded as employees or agents of the other for any reason, except as outlined in Paragraph 3 above.

18. **EQUIPMENT:** **CAC** and **FD** will work collaboratively to provide all of the equipment necessary for required firefighter training curriculums. All equipment is to be in good working order and available for classes as necessary.

19. **REPAIR OR REPLACEMENT of FD EQUIPMENT:** If any equipment is in need of repair or replacement (as the result of damage by student[s]), the authorized **FD** representative shall make known the deficiency found and present in writing to the Course Coordinator the necessary repairs. **CAC** will be responsible for the cost to repair or replace the equipment (all repairs or replacement of **FD** equipment is achieved through the **FD**).

20. **FACILITIES.** **FD** will provide classes and "hands-on" training opportunities for classes when mutually agreed upon by **FD** and **CAC**.

21. COMPENSATION:

A. Exchange of moneys will occur for:

- Lost or damaged **FD** equipment (see Paragraph 8, Section B).
- Disposable materials utilized or related expenses incurred for "hands on" training.

B. No exchange of moneys will occur for:

- Equipment and facilities used by students in "hands-on" training, except in Paragraph 17 and 18 above.
- It is recognized however that the use of equipment and facilities does incur cost, so **CAC** agrees to provide at no cost to **FD**.
  - 1) No cost registration for one (1) **SFMD** member per semester to attend a scheduled **CAC** class at the Apache Jct. campus.
  - 2) Upon reasonable request **CAC** will provide an instructor for the **SFMD** to provide education for department members.
  - 3) **CAC** allow meeting rooms to be used for **FD** training and meetings at mutually agreed upon dates and times.

22. AMENDMENTS: This agreement may not be modified except by written Amendment signed by both parties

23. GOVERNING LAW: This agreement shall be governed by the laws of the State of Arizona and venue shall be in Pinal County

24. CANCELLATION: Either party may cancel this Agreement under Arizona Revised Statute 38.511, the terms of which are incorporated herein.

25. FUNDS UNAVAILABLE: Each party has sufficient funds for the obligations anticipated under this Agreement. Either party may terminate this Agreement if funds become unavailable for the Program.

Central Arizona College  
8470 N Overfield Rd  
Coolidge, AZ 85128



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9/14/16

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Fire Department  
565 N. Idaho Rd.  
Apache Junction, AZ 85119

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## Appendix D

### d) United States Special Operations Command Short Term Lease

#### **Submitted By:**

Fire Chief Paul Bourgeois  
Division Chief Richard Ochs

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

DPS (Arizona State Police) on behalf of the United States Special Operations Command Team have requested to utilize our regional training facility for SWAT training on November 10, 2016. The training will be instructed by the United States Special Operations Command, Urban Training Coordinator, Scotty Keltner. The training is only scheduled for one day, but a second day may be added if needed. Mr. Keltner he has requested a short term lease to be approved by the BOD. Mr. Keltner provided a FTCA document stating the USGOV is self-insured and unable to provide certificates of insurance or indemnify. The lease has been approved by legal.

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

N/A

#### **Staff Recommendation:**

Approval of the Short Term Lease as stated

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

Short Term Lease (November 2016 – February 2017)

FTCA Document



**Go to Item 5**

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## U.S. SPECIAL OPERATIONS COMMAND INFORMATION PAPER

### GENERAL INDEMNIFICATION AND HOLD HARMLESS CLAUSES IN LICENSING AGREEMENTS

Absent an act of Congress, United States Special Operations Command (USSOCOM) elements do not have the ability to unilaterally waive the sovereign immunity of the United States Government by agreeing to general indemnification or hold harmless clauses. However, the U.S. military is effectively self-insured as Congress has waived sovereign immunity for the actions of its employees to the same extent that private employers are liable under state law for the actions of their employees. This limited waiver of sovereign immunity is accessed by claimants via the Federal Tort Claims Act (FTCA) (28 U.S.C. §§ 1346(b), 2671-2680)/Military Claims Act (MCA) (10 U.S.C. § 2733).

The FTCA/MCA is an administrative process. The process begins when a person files a claim seeking recovery for personal injury or damages to property by military personnel. Once filed, USSOCOM will adjudicate the claim and offer a settlement to the claimant. Under the FTCA/MCA, the amount of recovery is only limited to the merits of the claim. If the settlement is accepted, the claimant will be paid from the U.S Treasury. If the settlement is refused, the claimant may still file an action in the Court of Federal Claims.

It is extremely rare for claims to arise during USSOCOM training events. USSOCOM conducts training in major U.S. cities three to four times every year and we always ensure our personnel are thoroughly prepared and have put in place the necessary risk mitigation measures prior to conducting training. Our experience and planning significantly reduce the possibility that any damages occur. But if a claim arises, USSOCOM personnel will do everything in their power to encourage third party claimants to seek recovery via the FTCA/MCA and will then expedite the claims process once initiated.

We hope this information paper helps to explain our limitations on agreeing to general indemnification and hold harmless clauses and that it assists with your understanding of the protections we can provide via the FTCA/MCA. We greatly value our partnerships with our civic and business leaders and we thank you for your support of USSOCOM.

If you have any questions or concerns, please feel free to contact the command legal office at 757-862-0036/0037 and ask to speak with one of our attorneys.

## **LICENSE AGREEMENT FOR THE USE OF SUPERSTITION FIRE & MEDICAL DISTRICT REGIONAL TRAINING CENTER**

THIS LICENSE AGREEMENT (this "License") is between United States Special Operations Command (USSOCOM), acting as a representative for the United States Government (the "LICENSEE"), and (Superstition Fire & Medical District) ("LICENSOR").

1. **REVOCABLE LICENSE.** The United States Government desires to use Superstition Fire & Medical District RTC (Old School Campus), 3700 East 16<sup>th</sup> Avenue, Apache Junction, AZ 85119 ("the Properties") leased and operated by the LICENSOR for the purpose of conducting military training for personnel attached to USSOCOM. LICENSEE agrees that the proposed training will not adversely impact the LICENSOR'S operational schedule and understands that the properties may be sold prior to the proposed date of training and unavailable for use.
2. **COMPENSATION.** LICENSOR agrees to make the Properties available for training at no cost to LICENSEE, subject to LICENSOR'S access and safety protocols. LICENSOR grants USSOCOM personnel use of the Properties for training during such times as may be mutually acceptable for LICENSEE and LICENSOR. The right of access to the Properties is conditioned on the parties' agreement on particular training dates at least one (1) week in advance of the training.
3. **SUITABILITY AND SAFETY.** LICENSOR makes no representations that the Properties are suitable for the contemplated training. Normal operations permitting, representatives of the LICENSEE will be granted access to the Properties at least seventy-two (72) hours prior to the training to inspect and evaluate the suitability and safety of the Properties for the proposed training.
4. **SECURITY.** LICENSOR agrees not to enter or grant permission to others to enter the premises during the period of training without prior permission of the LICENSEE or their designated representatives during the training.
5. **SCOPE OF TRAINING ACTIVITIES.** LICENSOR is informed that the training may include military operations in urban terrain; short range training ammunition; Simmunition (detergent rounds).
6. **IMAGERY.** The LICENSOR grants consent to the LICENSEE to collect overhead imagery in support of training activities. This collection will not be utilized to support local, state, or federal law enforcement investigations. LICENSEE will destroy this data after training is complete.
7. **DAMAGES.** LICENSOR and LICENSEE will conduct a walkthrough of the Properties immediately following the conclusion of the military training to conduct a visual inspection of the Properties and determine the existence of any damage to the Properties. LICENSOR agrees to inform LICENSEE in writing of any damage to the Properties within five (5) days of the expiration of the period outlined in paragraph 12, infra. Failure to notify

**FOR OFFICIAL USE ONLY**

**LICENSE AGREEMENT FOR THE USE OF SUPERSTITION FIRE & MEDICAL  
DISTRICT REGIONAL TRAINING CENTER**

the LICENSEE within the five (5) day period constitutes a waiver of such damage claim. LICENSEE reserves the right to make repairs, subject to LICENSOR'S approval, or to pay the Fair Market Value of those repairs to LICENSOR to restore the Properties to the condition which existed at the start of the licensed use. LICENSOR agrees that such repairs or Fair Market Value payments shall be conducted at a time mutually agreed upon by both parties. Payments made by the LICENSEE under this license are subject to the availability of funds for such purpose. The LICENSOR has the right to file a claim with the USSOCOM pursuant to the Federal Tort Claims Act (28 U.S.C. §§ 1346(b) 2671-2672, and 2674-2680) (FTCA) or the Military Claims Act (10 U.S.C. § 2733) (MCA). In no case will the United States Government liability exceed that allowable under the FTCA or MCA.

8. THIRD PARTY INJURY. LICENSEE affirms that in the event of a third-party injury allegedly caused by the negligence of the LICENSEE, the third party has the right to file a claim with the USSOCOM pursuant to the Federal Tort Claims Act (28 U.S.C. §§ 1346(b) 2671-2672, and 2674-2680). In no case will the United States Government liability exceed that allowable under the FTCA or MCA.

9. HOLD HARMLESS. LICENSEE will not hold LICENSOR liable for damage or destruction of LICENSEE Properties that occurred during the training as a result of LICENSEE'S training activities or for injuries to LICENSEE'S personnel.

10. TRAINING EXECUTION. LICENSEE agrees that all training at or on the Properties will be performed in a lawful, prudent, and safe manner and will not unreasonably interfere with the normal activities of LICENSOR'S operations. If LICENSOR notifies LICENSEE that the training interferes with LICENSOR'S operations, or LICENSOR otherwise requests that the training cease or be reduced, LICENSEE shall immediately, upon receipt of such notice or request, cease or reduce the training or remove personnel and equipment as appropriate to comply with LICENSOR'S notice or request. If the actual training will vary materially from the details specified, the LICENSEE will promptly notify LICENSOR of such anticipated variances and obtain LICENSOR'S consent to proceed with the material variances prior to engaging in these activities.

11. NON-DISCLOSURE AGREEMENT/SENSITIVITY OF TRAINING. Due to sensitivities of this training, LICENSOR agrees to exclude this correspondence from automatic public release to the greatest extent allowable by law or regulation. LICENSOR understands that LICENSOR may unwittingly come in contact with classified information. Classified information may be marked or unmarked, including oral communications. LICENSOR has been advised that any unauthorized disclosure could cause damage or irreparable injury to the United States and that by signing this agreement LICENSOR agrees to not disclose such information unless and until released in writing by an authorized representative of the United States Government.

12. REVOCABILITY. This License is revocable by either party, at any time, with reasonable attempts made to inform the other party before preparations for the next training evolution have begun. Otherwise this License will remain in force and effect from 07 November 2016 to 01 February 2017.

**LICENSE AGREEMENT FOR THE USE OF SUPERSTITION FIRE & MEDICAL  
DISTRICT REGIONAL TRAINING CENTER**

FOR (Superstition Fire & Medical District)

FOR UNITED STATES SPECIAL  
OPERATIONS COMMAND

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
David Fallon  
Urban Training Director

Date:

Date: