

**GOLDER RANCH FIRE DISTRICT  
GOVERNING BOARD SPECIAL MEETING  
PUBLIC NOTICE AND AGENDA**

**Monday, May 3, 2021 9:00 a.m.  
3885 East Golder Ranch Drive, Tucson, Arizona**

**DUE TO COVID-19 AND RELATED PRECAUTIONS IN-PERSON ATTENDANCE IS PROHIBITED  
VIRTUAL MEETING- PLEASE SEE DETAILS BELOW**

*Pursuant to ARS § 38-431.02, ARS § 38-431.03 and ARS § 38-431.05, the Golder Ranch Fire District Governing Board will meet in Regular Session that begins at approximately 9:00 a.m. on Monday, May 3, 2021. The meeting will originate at the Fire District Administration Office, which is located at 3885 East Golder Ranch Drive, Tucson, Arizona. The order of the Agenda may be altered or changed by direction of the Board. The Board may vote to go into Executive Session, which are not open to the public, on any agenda item pursuant to ARS § 38-431.03(A)(3) for discussion and consultation for legal advice with the Fire District Attorney on the matter(s) as set forth in the agenda item. The following topics and any reasonable variables related thereto will be subject to discussion and possible action.*

**1. CALL TO ORDER/ROLL CALL**

**2. CALL TO THE PUBLIC**

*This is the time for the public to comment. Members of the Board are not permitted to discuss or take action on any item raised in the Call to the Public, which are not on the agenda due to restrictions of the Open Meeting Law; however, individual members of the Board are permitted to respond to criticism directed to them. Otherwise, the Board may direct staff to review the matter or that the matter be placed on a future agenda.*

**\*\* Please see revised instructions to speakers at the bottom of this agenda.**

**3. REGULAR BUSINESS**

- A. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF A MEMORANDUM OF AGREEMENT FOR AN ASSISTANCE TO FIREFIGHTERS' REGIONAL GRANT APPLICATION WITH TUCSON FIRE DEPARTMENT, GOLDER RANCH FIRE DISTRICT, AND NORTHWEST FIRE DISTRICT

**4. ADJOURNMENT**

***In-person attendance by members of the public will be prohibited due to the current COVID-19 social distancing restrictions.***

*Members of the public can watch public meetings online or join the meeting via a teleconference (details on how to watch or listen are listed below) and, where appropriate, participate by the following electronic means: if a member would like to submit a comment or question, also known as a speaker card, please email the Board Services Manager at [bpainter@grfdaz.gov](mailto:bpainter@grfdaz.gov) no later than 30 minutes prior to the start of the public meeting. If the sender wants it to be read at the meeting (which may or may not occur, in part or in its entirety, as appropriate under the circumstances), comments shall be limited to no more than 500 words or three minutes as read aloud. Such emails shall also identify the name and*



*address of speaker, and whether the sender wants the email read during the Call to the Public section or a specific agenda item.*

*To view the meeting online please visit our website at [grfdaz.gov/grfd-agenda-minutes](http://grfdaz.gov/grfd-agenda-minutes), there is an agenda posted, with background information linked to each agenda item. To view the meeting online, please use this link: <https://grfdaz.zoom.us/j/96394543852>. If you would like to call and listen to the meeting via telephone please dial 1.877.853.5247 (Toll Free) or 1.346.248.7799  
Webinar ID: 963 9454 3852*

---

Wally Vette, Clerk of the Board  
Golder Ranch Fire District

If any disabled person needs any type of accommodation, please notify the Golder Ranch Fire District Administration at (520) 825-9001 prior to the scheduled meeting. A copy of the agenda background material provided to Board members (with the exception of material relating to possible executive sessions) is available for public inspection at the administration office, 3885 E Golder Ranch Drive, Tucson, Arizona 85739.

Posted By: Brooke Painter 4/29/2021 at 10:30 a.m.



**GOLDER RANCH FIRE DISTRICT  
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: May 3, 2021

SUBJECT: Call to the Public

ITEM #: 2

REQUIRED ACTION:       Discussion Only     Formal Motion       Resolution

RECOMMENDED ACTION:     Approve             Conditional Approval     Deny

SUPPORTED BY:             Staff                     Fire Chief                 Legal Review

**BACKGROUND**

This is the time for the public to comment. Members of the Board may not discuss items that are not on the agenda. The Board is not permitted to discuss or take action on any item raised in the Call to the Public, which are not on the agenda due to restrictions of the Open Meeting Law; however, individual members of the Board are permitted to respond to criticism directed to them. Otherwise, the Board may direct staff to review the matter or that the matter be placed on a future agenda. \*\* Please see revised instructions to speakers at the bottom of the agenda.

**RECOMMENDED MOTION**

No motion is necessary for this agenda item.

**GOLDER RANCH FIRE DISTRICT  
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: May 3, 2021

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF A MEMORANDUM OF AGREEMENT FOR AN ASSISTANCE TO FIREFIGHTERS' REGIONAL GRANT APPLICATION WITH TUCSON FIRE DEPARTMENT, GOLDER RANCH FIRE DISTRICT, AND NORTHWEST FIRE DISTRICT

ITEM #: 3A

REQUIRED ACTION:       Discussion Only     Formal Motion       Resolution

RECOMMENDED ACTION:  Approve               Conditional Approval     Deny

SUPPORTED BY:             Staff                       Fire Chief               Legal Review

**BACKGROUND**

This is for an Assistance to Firefighters regional grant that Tucson Fire Department will be hosting. If successful, the grant will fund five Golder Ranch Fire District personnel to attend paramedic school, as well as cover the cost of backfill. If awarded, the grant would fund approximately \$270,000 in backfill overtime for the estimated 7,200 hour expenditure. This is a great opportunity to fund a need in bolstering our paramedic workforce. The signature for the Memorandum of Agreement is a necessary requirement for all agencies participating in the potential grant award.

**RECOMMENDED MOTION**

Motion to approve the Memorandum of Agreement for an Assistance to Firefighters' Regional Grant application with Tucson Fire Department, Golder Ranch Fire District and Northwest Fire District as presented

**MEMORANDUM OF AGREEMENT**

AFG REGIONAL GRANT APPLICATION NO. EMW-2020-FG-10173

THIS Memorandum of Agreement (“Agreement”) entered into among the City of Tucson, an Arizona municipal corporation, on behalf of its fire department, hereinafter called “TFD” or “Host Agency”, Northwest Fire District, an Arizona fire district, hereinafter called “NWFD”, and Golder Ranch Fire District, an Arizona fire district, collectively referred to herein as the “Participating Agencies.”

W I T N E S S E T H

WHEREAS, TFD is applying, as the regional Host Agency, for regional federal funding through the Federal Emergency Management Agency’s Assistance to Firefighters’ Grant Program (“Program”) for the purpose of conducting a Paramedic Training Program and a Fireground Survival, Train the Trainer course; and

WHEREAS, attached hereto as Exhibit “A” and incorporated herein by this reference are the Program Requirements (“Requirements”) which are the terms and conditions upon which TFD will serve as the Host Agency for the grant funding under the Program; and

WHEREAS, the Participating Agencies desire to participate with TFD under the Program and the Requirements for the training in both programs; and

WHEREAS, the Host Agency and the Participating Agencies are all Program eligible organizations; and

WHEREAS, the Host Agency and the Participating Agencies may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. sections 11-952, *et seq.*, and/or 48-805 (B)(16)(a), and/or through the actions of their governing bodies; and

WHEREAS, the Host Agency and the Participating Agencies wish to partner under the Program to protect the health and safety of their first responders and the public they serve.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I - TERM AND EXTENSION**

This Agreement shall commence on May 1, 2021 and shall terminate when all of the Requirements have been fully satisfied, or 24-months from award date, whichever comes first, unless sooner cancelled pursuant to the provisions of this Agreement. Any modification, or extension of the Agreement termination date, shall be by formal written amendment executed by the parties hereto.

**ARTICLE II – SCOPE OF WORK: RESPONSIBILITIES**

TFD will serve as the Host Agency for the grant, and will apply for the grant funding and, if

awarded, will use the grant funding to purchase the Trainings. The Participating Agencies will participate in the grant, pursuant to the Requirements. Each Participating Agency will be responsible to TFD for paying the Participating Agency's 10% matching share of the cost for the training it receives. Attached hereto as Exhibit "B" and incorporated herein by this reference, is a spreadsheet which describes the training costs and distribution among the parties hereto.

The Host Agency and the Participating Entities agree to comply with all of the Requirements. As the grant Host Agency, TFD agrees to retain total responsibility to comply with the Requirements and will not transfer any responsibility, including financial, to Participating Agencies.

### **ARTICLE III - INSURANCE**

Each party represents that it shall maintain for the duration of this Agreement, sufficient policies of public liability insurance to cover all of its obligations undertaken in the implementation of this Agreement, including bodily injury, property damage and employer's liability coverage. The insurance policy limits shall not be deemed to limit the scope of indemnification set forth in Article IV below.

### **ARTICLE IV - INDEMNIFICATION**

To the extent permitted by law, each party to this Agreement shall indemnify, defend, and hold harmless the other parties, their officers, departments, employees and agents, harmless from and against any and all suits, actions, legal administrative proceedings, claims or demands or damages of any kind or nature which result from any act or omission of the indemnifying party, its agents' employees or anyone acting under its direction or control, whether intentional or negligent. This Article shall survive any termination, expiration or cancellation of this Agreement.

### **ARTICLE V - COMPLIANCE WITH LAWS**

The parties shall comply with the Requirements and all other federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The parties are aware and responsible to ensure that all activities under this Agreement must comply with federal Environmental Planning and Historic Preservation Compliance (EHP) regulations, laws, and Executive Orders as applicable.

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Agreement shall apply, but do not require an amendment.

### **ARTICLE VI - NON-DISCRIMINATION**

The parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this Agreement.

### **ARTICLE VII - AMERICANS WITH DISABILITIES ACT**

The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

## **ARTICLE VIII - CANCELLATION FOR CONFLICT OF INTEREST**

This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

## **ARTICLE IX – NON-APPROPRIATION**

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the parties do not receive grant monies for the purpose of maintaining this Agreement. In the event of such termination, the parties shall have no further obligation to each other.

## **ARTICLE X – WORKERS' COMPENSATION**

Each party shall comply with the notice provisions of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees.

## **ARTICLE XI - NO JOINT VENTURE**

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the parties' employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

## **ARTICLE XII - NO THIRD PARTY BENEFICIARIES**

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

## **ARTICLE XIII - SEVERABILITY**

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

## **ARTICLE XIV - ENTIRE AGREEMENT; AMENDMENT**

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. The parties understand that this Agreement may be modified in the event that FEMA modifies the Scope of Work or makes adjustments to the amount of funds awarded under the Program.

*[Signature Pages Follow]*

IN WITNESS, THEREOF, the Golder Ranch Fire District has affixed its signature to this Agreement on the date written below:

Golder Ranch Fire District, EIN # \_\_\_\_\_

\_\_\_\_\_  
Board Chair

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

ATTEST

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

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

Pursuant to A.R.S. § 11-952, the undersigned attorney has determined that this intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
District Attorney, Golder Ranch Fire District

\_\_\_\_\_  
Date