

**GOLDER RANCH FIRE DISTRICT
GOVERNING BOARD MEETING
PUBLIC NOTICE AND AGENDA
Tuesday, September 19, 2023, 9:00 a.m.
3885 East Golder Ranch Drive, Tucson, Arizona**

*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 Tuesday, September 19, 2023**. The meeting will be held at the Fire District Administration Board Room, 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. SALUTE AND PLEDGE OF ALLEGIANCE

3. FIRE BOARD REPORTS

4. 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.

5. PRESENTATIONS

A. PRESENTATION OF PERSONNEL

- **PROMOTIONS**
 - ASSISTANT CHIEF GRANT CESAREK
 - ASSISTANT CHIEF CHRIS GRISSOM
 - ASSISTANT CHIEF ERIC PERRY
- **YEARS OF SERVICE**
 - PARAMEDIC KYLE DRAKE- 10 YEARS
 - ENGINEER ANDREW GARCIA- 10 YEARS
 - ENGINEER BRETT HOUSER- 10 YEARS
 - CAPTAIN TOBIN JOHNSON- 10 YEARS
 - CAPTAIN ANTHONY MARQUEZ- 10 YEARS
 - ENGINEER KARL RHEIN- 10 YEARS
 - PARAMEDIC RYAN SZACH- 10 YEARS



6. CONSENT AGENDA

The consent portion of the agenda is a means of expediting routine matters, such as minutes or previously discussed or budgeted items that must be acted upon by the Board. Any item may be moved to Regular Business for discussion and possible action by any member of the Board.

A. APPROVE MINUTES- AUGUST 15, 2023, REGULAR SESSION

B. APPROVE THE CONTRACTUAL AGREEMENT WITH LLOYD CONSTRUCTION COMPANY
AS THE CONTRACTOR FOR THE COMPLETION OF FIRE STATION 378

7. REPORTS AND CORRESPONDENCE

A. FIRE CHIEF'S REPORT – CHIEF BRANDHUBER

- UPDATES ON THE FOLLOWING AREAS:
 - MEETINGS, TRAININGS, AND EVENTS ATTENDED
 - POLITICAL & PUBLIC SAFETY INTERACTIONS/UPDATES
 - DISTRICT ACTIVITIES
 - PERSONNEL
 - COMMENDATIONS/THANK YOU CARDS RECEIVED
 - COMMUNITY RISK & REDUCTION
 - BOARD SERVICES
 - FINANCE
 - HUMAN RESOURCES
 - INFORMATION TECHNOLOGY

- LEADERSHIP TEAM REPORT – PRESIDENT JONES

B. SUPPORT SERVICES' REPORT- ASSISTANT CHIEF CESAREK

- UPDATES ON THE FOLLOWING AREAS:
 - PLANNING
 - LOGISTICS
 - FACILITIES MAINTENANCE
 - FLEET
 - SUPPLY
 - FIRE AND LIFE SAFETY

C. EMS & FIRE RESPONSE AND PROFESSIONAL DEVELOPMENT REPORT – ASSISTANT
CHIEF ROBB

- UPDATES ON THE FOLLOWING AREAS:
 - EMERGENCY MEDICAL SERVICES
 - PROFESSIONAL DEVELOPMENT
 - HEALTH AND SAFETY
 - WILDLAND
 - HONOR GUARD/PIPES AND DRUMS
 - SPECIAL OPERATIONS
 - COMMUNITY SERVICES
 - PUBLIC RELATIONS



8. REGULAR BUSINESS

- A. DISCUSSION AND POSSIBLE ACTION REGARDING THE ADOPTION OF RESOLUTION 2023-0009 TO DECLARE DISTRICT ITEMS AS SURPLUS AND DIRECTION TO STAFF TO ADD DECLARED SURPLUS ITEMS TO A PUBLIC AUCTION SITE OR SELL TO A NEIGHBORING OR MUTUAL AID FIRE DISTRICT/DEPARTMENT
- B. DISCUSSION AND POSSIBLE ACTION REGARDING THE UPDATED MEMORANDUM OF UNDERSTANDING BETWEEN GOLDER RANCH FIRE DISTRICT AND NORTH TUCSON FIRE FIGHTERS' ASSOCIATION LOCAL 3832
- C. DISCUSSION AND POSSIBLE ACTION REGARDING THE ZOLL ONE PROGRAM LEASE AGREEMENT
- D. DISCUSSION AND POSSIBLE ACTION REGARDING THE GOLDER RANCH FIRE DISTRICT RECONCILIATION AND MONTHLY FINANCIAL REPORT

9. FUTURE AGENDA ITEMS

This provides an opportunity for the Board to direct staff to include items on future agendas for further consideration and decision at a later date or to further study the matter.

- Regularly scheduled meeting – October 17, 2023

10. CALL TO THE PUBLIC

This is the final opportunity, on this agenda, for a member of the public to address the Governing Board. Please refer to agenda item four (4) for additional clarification and direction.

11. ADJOURNMENT

Sandra Outlaw, Clerk of the Board
Golder Ranch Fire District

To view the meeting online please visit our website at <https://grfdaz.gov/grfd-agenda>, there is an agenda posted, with background information linked to each agenda item, as well as a link to the live Zoom meeting.

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: Shannon Ortiz 9/13/2023 at 6:00 p.m.



**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Tom Brandhuber, Fire Chief

DATE: September 19, 2023

SUBJECT: Fire Board Reports

ITEM #: 3

REQUIRED ACTION: ☒ Discussion Only ☐ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☐ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☐ Legal Review

BACKGROUND

This item allows for the Fire Board Members to report to the public and/or staff any events, meetings, conferences, etc. they may have attended and/or points of interest that took place throughout the month.

RECOMMENDED MOTION

No motion is necessary for this agenda item.

**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Tom Brandhuber, Fire Chief

DATE: September 19, 2023

SUBJECT: Call to the Public

ITEM #: 4

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.

RECOMMENDED MOTION

No motion is necessary for this agenda item.

**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Tom Brandhuber, Fire Chief

DATE: September 19, 2023

SUBJECT: PRESENTATION OF PERSONNEL

ITEM #: 5A

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 recognizing personnel who have achieved employment milestones.

- PROMOTIONS
 - Assistant Chief Grant Cesarek
 - Assistant Chief Chris Grissom
 - Assistant Chief Eric Perry
- YEARS OF SERVICE
 - Paramedic Kyle Drake- 10 years
 - Engineer Andrew Garcia- 10 years
 - Engineer Brett Houser- 10 years
 - Captain Tobin Johnson- 10 years
 - Captain Anthony Marquez- 10 years
 - Engineer Karl Rhein- 10 years
 - Paramedic Ryan Szach- 10 years

RECOMMENDED MOTION

No motion required for this agenda item.

EMPLOYEE RECOGNITION

Employee Name: Grant Cesarek

Date of Hire: 11/30/15

Current Position: Assistant Chief of Support Services

Reason for Recognition: Job Promotion

Prepared by:

Date of Board Meeting: *The third Tuesday of each month.*

The employee named above will be recognized for Years of Service milestone, Job Promotion, New Employee, or Academy Graduate. This information will be used when the employee is recognized at the next GRFD Board Meeting.

Please return to Human Resources via email by the 25th of the month, prior to the Board Meeting.

Questions regarding the completion of this form can be addressed to Human Resources.

- **GRFD CAREER HISTORY:**

Cesarek started his career with Golder Ranch in 2015 as the Division Chief of Health and Safety. In the first two years he helped develop our peer support team, ramped up the safety committee, and tried to make crew scheduler functional. In 2017, he started leading the EMS division, with the support of the EMS team, was instrumental in enhancing our required continuing education and adding programs such as Handtevy. He also held a position on the SAEMS policy development and review committee and helped lead the CAAS Accreditation for the district. In 2020 he promoted to Deputy Chief of Planning to work with Chief Abel on capital improvement projects and bond initiatives and provide leadership for our logistics and FLS divisions.

- **PROFESSIONAL ACCOMPLISHMENTS/ACHIEVEMENTS:**

"25 years in the fire service is an accomplishment in itself, there's no singular event that stands out, being part of the team at Golder Ranch is a huge accomplishment. As one of the last outside hires, especially at the battalion chief level is amazing. The move to Golder impacted my family in a great way, beyond what I expected. I am honored to be part of this organization and humbled with the new assignment."

- **PERSONAL OR SPECIAL NOTES OF INTEREST:**

The personal side is his best body of work, somehow getting his wife to put up with him for almost 23 years of marriage, Pam, you're a saint, they have two awesome kids. Mia who is 18, attending Utah Tech University playing for the golf team there and studying business, and Chase who is 15, a sophomore at Catalina Foothills High School, he's also in pursuit of a golf scholarship like his sister.



EMPLOYEE RECOGNITION

Employee Name:

Date of Hire:

Current Position:

Reason for Recognition:

Prepared by:

Date of Board Meeting: *The third Tuesday of each month.*

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- GRFD CAREER HISTORY:

- PROFESSIONAL ACCOMPLISHMENTS/ACHIEVEMENTS:

- PERSONAL OR SPECIAL NOTES OF INTEREST:



EMPLOYEE RECOGNITION

Employee Name: Eric Perry

Date of Hire: 7/20/17

Current Position: Deputy Chief of Essential Services

Reason for Recognition: Job Promotion

Prepared by: Eric Perry

Date of Board Meeting: *The third Tuesday of each month.*

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- **GRFD CAREER HISTORY:**

Eric joined the district in July of 2017 with the consolidation of Mountain Vista Fire District. Prior to consolidation, he was the Division Chief of Training for the Mountain Vista Fire District, and prior to that he spent 18 years with the City of Tucson Fire Department as a Firefighter, Paramedic, Captain and Training Captain. With GRFD, Eric has held the positions of Division Chief of Training, Battalion Chief, Division Chief of Essential Services, and Deputy Chief of Essential Services.

- **PROFESSIONAL ACCOMPLISHMENTS/ACHIEVEMENTS:**

Eric just completed his Master of Science in Management and Leadership in July of 2023 through Western Governors University.

- **PERSONAL OR SPECIAL NOTES OF INTEREST:**

Eric has been married to his wife Cheryl for 27 years and has two children, Eva 19 years old, and Noah 17 years old.



EMPLOYEE RECOGNITION

Employee Name: Kyle Drake

Date of Hire: 9/30/13

Current Position: Paramedic

Reason for Recognition: Years of Service

Prepared by: Brandon Daily

Date of Board Meeting: *The third Tuesday of each month.*



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Questions regarding the completion of this form can be addressed to Human Resources.

- **GRFD CAREER HISTORY:**

Kyle started with Golder Ranch a decade ago. He decided to further his career and education and completed Paramedic school several years ago. Kyle is currently the Paramedic at Station 374 on B-shift.

- **PROFESSIONAL ACCOMPLISHMENTS/ACHIEVEMENTS:**

Kyle has worked diligently to complete his Associates Degree in Paramedicine. He completed his Fire Captain's task book and is a Qualified Acting Captain, being utilized around the District.

- **PERSONAL OR SPECIAL NOTES OF INTEREST:**

Kyle grew up in Illinois and is a Cubs fan. He ended up in Arizona because his parents owned a second house in Saddlebrooke. He is married to Tara and has two kids, Corbin and Peyton.

EMPLOYEE RECOGNITION

Employee Name: Andrew Garcia

Date of Hire: 9/30/13

Current Position: Engineer

Reason for Recognition: Years of Service

Prepared by: Brandon Daily

Date of Board Meeting: *The third Tuesday of each month.*

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- **GRFD CAREER HISTORY:**

Andy started with Golder Ranch a decade ago. During his tenure, he has worked at variety of stations throughout the District and is currently the Engineer at Station 374 on B-Shift.

- **PROFESSIONAL ACCOMPLISHMENTS/ACHIEVEMENTS:**

Andy promoted to Engineer over a year ago and enjoys teaching newer firefighters the Golder Ranch way. Prior to promoting to Engineer, Andy was one of the original Air/Power 379 operators, helping implement rehab and PPE changes to better the Health & Safety of our personnel.

- **PERSONAL OR SPECIAL NOTES OF INTEREST:**

Andy is a proud father to two kids; Andy and Mila. Andy is a fantastic digital artist and utilizes his skills and abilities to create unique logos and apparel for the NTFFA union.



EMPLOYEE RECOGNITION

Employee Name: Engineer Brett Houser

Date of Hire: 9/30/2013

Current Position: Last post Engineer of the Pearl A.K.A LD375

Reason for Recognition: 10 Year Pin.

Prepared by: C. Cavaletto

Date of Board Meeting: *The third Tuesday of each month.*

The employee named above will be recognized for Years of Service milestone, Job Promotion, New Employee, or Academy Graduate. This information will be used when the employee is recognized at the next GRFD Board Meeting.

Please return to Human Resources via email by the 25th of the month, prior to the Board Meeting.

Questions regarding the completion of this form can be addressed to Human Resources.

GRFD/CAREER HISTORY: Engineer Houser began his meaningful career at GRFD on September 30th, 2013 in the class 13-01 after serving at Drexel Heights Fire District. Since then, he has dedicated his time and talent to various stations at GRFD, from north of the wall at Station 378 in Pinal County to the pride of Oro Valley as a member of the Special Operations team at Station 377. His most recent service has been aboard the Pearl at Station 375.

PROFESSIONAL ACCOMPLISHMENTS/ACHIEVEMENTS: In his professional accomplishments, Engineer Houser has been promoted to Engineer on April 19th, 2021 and has actively served as a valued member of the Special Operations team since 2018.

PERSONAL OR SPECIAL NOTES OF INTEREST: Beyond his professional achievements, Brett is a caring husband and loving father to his beautiful wife Jenn and two amazing kids Hayden and Wyatt. He enjoys chasing adventures south of the border on fishing excursions to Puerto Lobos and taking his family vacations down to the beaches of Mulege in the Baja of California. Brett's sense of adventure doesn't stop there, as he often takes his family on cross-country road trips in Myrtle the turtle to the Florida Key's for some fun in the sun.

As an employee, Engineer Houser's dedication and hard work have contributed significantly to the success of GRFD. As a friend, I am grateful to have sailed with him on the open seas while serving the citizens of the Golder Ranch Fire District. Congratulations on your 10 years of service at GRFD, Engineer Houser!



EMPLOYEE RECOGNITION

Employee Name: Tobin Johnson

Date of Hire: September 2013

Current Position: Captain

Reason for Recognition: 10 years of service

Prepared by:

Date of Board Meeting: *The third Tuesday of each month.*

The employee named above will be recognized for Years of Service milestone, Job Promotion, New Employee, or Academy Graduate. This information will be used when the employee is recognized at the next GRFD Board Meeting.

Please return to Human Resources via email by the 25th of the month, prior to the Board Meeting.

Questions regarding the completion of this form can be addressed to Human Resources.

- **GRFD/CAREER HISTORY:**

Hired as part of the Elite 8 in Sept 2013, Became a Fire medic in December of 2016, Promoted Paramedic in September of 2019, Captain in September of 2022

- **PROFESSIONAL ACCOMPLISHMENTS/ACHIEVEMENTS:**

*Joined Special Operations in September of 2015
Community Hero Award 2017
Employee of the year in 2018
Member of the Local 3832 eBoard since January 2015*

- **PERSONAL OR SPECIAL NOTES OF INTEREST:**

*Married Lindsey October of 2020
Step Daughter Kaelynn – 8 years old
Daughter Sawyer – 2 years old
Third Child due January of 2024
3rd Generation Firefighter, Grandfather- Captain Beaumont, Tx Fire 16 years, Dad Captain Tucson Fire 30 years, Brother Captain Tucson Fire 11 years, Father-in-Law Captain Golder Ranch Fire 30 years*



EMPLOYEE RECOGNITION

Employee Name: Ryan Szach

Date of Hire:

Current Position: Paramedic

Reason for Recognition: 10 year

Prepared by:

Date of Board Meeting: *The third Tuesday of each month.*

The employee named above will be recognized for Years of Service milestone, Job Promotion, New Employee, or Academy Graduate. This information will be used when the employee is recognized at the next GRFD Board Meeting.

Please return to Human Resources via email by the 25th of the month, prior to the Board Meeting.

Questions regarding the completion of this form can be addressed to Human Resources.

- **GRFD/CAREER HISTORY:**

Ryan joined the Special Operations Team in 2015 where he became certified as a Hazardous Materials Technician and a Technical Rescue Technician. Each of those certifications is over 200 hours of training just for the initial training and many hours each year to maintain them.

Ryan became a Paramedic in 2018, completing over a year of school and hands on training.

- **PROFESSIONAL ACCOMPLISHMENTS/ACHIEVEMENTS:**

Ryan has accomplished many things and been recognized for several achievements during his ten years at GRFD. Here is a brief overview:

-Ryan was one of the crew members that made the internationally viewed Swift Water Rescue of a man and his two daughters. As a result, Ryan gave several interviews to news channels and educational tv shows.

-Ryan has instructed multiple swift water classes for the Southern Arizona Region, training a number of swift water technicians.

-Ryan had a stellar performance on the BLS box when it was in service at station 376. He ran numerous transports each shift, only to head off to paramedic school the next day.

-Ryan has proven to be an outstanding paramedic during his time at station 377. He has had several code saves and worked many difficult calls. He has been invaluable to his Captain and his crew.



- During the COVID times, Ryan proved that he could excel at speaking through his P-100 mask and have patients actually understand what he was asking. While the rest of his crew sounded like characters from Charlie Brown, Ryan's sweet baritone voice connected with the patients and made assessments possible.

- **PERSONAL OR SPECIAL NOTES OF INTEREST:**

Ryan is known for several things amongst his friends and co-workers. You can always count on Ryan to help out a friend in need and he is always prepared to change a trailer bearing while on a trip. He is dedicated to his work and always strives for the best outcome possible.

**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Shannon Ortiz, Board Services Supervisor

DATE: September 19, 2023

SUBJECT: APPROVE MINUTES – AUGUST 15, 2023, REGULAR SESSION

ITEM #: 6A

REQUIRED ACTION: ☐ Discussion Only ☒ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☒ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☐ Legal Review

BACKGROUND

In compliance with A.R.S. §38-431.01, approval of:

A. AUGUST 15, 2023, REGULAR SESSION

RECOMMENDED MOTION

Motion to approve the September 19, 2023, Consent Agenda.

GOLDER RANCH FIRE DISTRICT GOVERNING BOARD MEETING REGULAR SESSION MINUTES

**Tuesday, August 15, 2023, 9:00 a.m.
3885 East Golder Ranch Drive, Tucson, Arizona**

1. CALL TO ORDER/ROLL CALL

Chairperson Vicki Cox-Golder called the meeting to order on August 15, 2023, at 9:00 a.m.

Members Present: Chairperson Vicki Cox-Golder, Vice Chairperson Wally Vette, Board Clerk Sandra Outlaw, Board Member Steve Brady, and Board Member Tom Shellenberger

Staff Present: Fire Chief Brandhuber, Assistant Chief Robb, Deputy Chief Cesarek, Division Chief Price, Human Resources Director Delong, Finance Director Christian, Attorney Aversa via Zoom, Local 3832 President Jones, and Board Services Supervisor Ortiz

2. SALUTE AND PLEDGE OF ALLEGIANCE

All in attendance recited the Pledge of Allegiance.

3. FIRE BOARD REPORTS

Vice Chairperson Vette mentioned he had an opportunity to attend a Chamber of Commerce luncheon on behalf of the district. He said the district was well represented at the event.

4. CALL TO THE PUBLIC

There were no public issues presented at this time.

5. PRESENTATIONS

A. PRESENTATION OF PERSONNEL

- NEW HIRE
 - ALICIA ROBERSON, BUDGET ANALYST
- YEARS OF SERVICE
 - CHRIS ERICKSON, CAPTAIN-30 YEARS

Finance Director Christian introduced the new Budget Analyst, Alicia Roberson to the Governing Board. Chairperson Cox-Golder administered the behavioral and loyalty oaths.

Battalion Chief Leslie presented Captain Chris Erickson and spoke of his successful 30-year career including starting his career as a reserve firefighter, becoming the first engineer of Golder Ranch Fire District in 1996, promoting to Captain in 2001 and a



member of the Apparatus Committee for 25 years. Chief Brandhuber congratulated Captain Erickson and presented him a plaque and a 30-year pin. Captain Erickson's wife had the honor of pinning him.

B. PRESENTATION OF PERSONNEL WHO RESPONDED TO THE BOWL CREEK FIRE

BATTALION CHIEF LEE MUSCARELLA, CAPTAIN COLIN PORT, PARAMEDIC BRANDY LABAS, FIREFIGHTER SCOTT PETERSEN, FIREFIGHTER ROBERT METZ, CAPTAIN AARON DAVIDSON, FIREFIGHTER ALBERT ORTIZ, ENGINEER DANIEL HUBER, CAPTAIN DEAN STEVENS, PARAMEDIC REYMUNDO CHAVEZ, CAPTAIN KURT STRIETER, ENGINEER KARL RHEIN, FIREFIGHTER DIEGO SPARKMAN, FIREFIGHTER VICTOR CAMPOS-CERNA, PARAMEDIC KYLE MILLIGAN, CAPTAIN MICHAEL WALDORF, PARAMEDIC JESSE BEHUNIN, ENGINEER KYLE RHEIN, PARAMEDIC RYAN HOFFMAN, PARAMEDIC KYLE CAMPBELL, FIREFIGHTER ILIANA ROSAS, PARAMEDIC TREVOR CARLSON, ENGINEER JOE CAPUANO, PARAMEDIC JAMES CISELL, AND FIREFIGHTER CHAD GRAHAM

Chief Brandhuber said he wanted to acknowledge personnel who responded to the Bowl Creek Fire.

Division Chief Pearce said after personnel were recognized, a presentation about the Bowl Creek Fire would also be given. Not all personnel listed were able to attend the board meeting. DV Pearce recognized those who were able to attend the meeting: Captain Colin Port, Paramedic Trevor Carlson, Paramedic Jesse Behunin, Paramedic Ryan Hoffman, and Firefighter Diego Sparkman. DV Pearce thanked the crew for doing such a great job.

The Governing Board thanked the personnel for the great work they do.

Battalion Chief Leslie gave a presentation on the Bowl Creek Fire. Personnel responded to the fire on July 23, 2023. It burned approximately 1300 acres and was located west of Highway 77, south of Highway 79. It was a type 3 incident. Ten engines, three water tenders, 1 bulldozer, one air attack and 2 hand crews were requested. A declaration of need was signed, which means the State will cover the cost of the fire. Mutual aid was also provided by Tucson Fire Department and Northwest Fire District.

C. PRESENTATION BY JESSE BEHUNIN ON THE GRFD AVIATION DRONE PROGRAM

Paramedic Jesse Behunin gave a presentation on the GRFD Aviation Drone Program. He stated the main goal of using drones or unmanned aerial vehicles (UAVs) is to use them in a high-risk low frequency event. The rapid information processing leads to increased firefighter safety and faster incident stabilization. UAVs will not replace a piece of equipment or tactic operations. UAVs will enhance how the district operates in various aspects of the fire service. Paramedic Behunin said the UAVs can be used for structure fires, hazardous material incidents, swift water rescues, lost



hiker rescues, wildfires, mass casualties, multi-vehicle accidents, preplanning target hazards, public relations, after action reviews, and training. The opportunities are limitless. He also showed examples of how the drones were able to assist crews with a structural fire and the Bowl Creek Fire. Paramedic Behunin commented that just like wildland and special ops, the aviation division personnel could apply their specialties and affect all aspects of operations for the district.

Division Chief Pearce stated they were not asking anything of the Board, they wanted to report on the aviation division and what it has done and can do in the future.

Vice Chairperson Vette asked how many drones and pilots the district has.

Paramedic Behunin answered the district currently has two drones, one active, licensed pilot but there are currently plans to offer a class to train additional pilots.

Board Member Brady asked if the pilots had to be licensed.

Paramedic Behunin responded that under the Certificate of Authorization, personnel are able to train their own pilots. It is under the FAA.

6. CONSENT AGENDA

A. APPROVE MINUTES- JULY 18, 2023, REGULAR SESSION

MOTION by Board Member Brady to approve the August 15, 2023, Consent Agenda

MOTION SECONDED by Vice Chairperson Vette

MOTION CARRIED 5/0

7. REPORTS AND CORRESPONDENCE

A. FIRE CHIEF'S REPORT – Chief Brandhuber presented the Fire Chief's and Essentials Services reports to the Governing Board. Human Resources Director Delong presented her report.

Mr. Vette asked if the district is establishing standards for personnel working from home.

HR Director Delong responded it is determined on a case-by-case basis when a person is allowed to work from home. This decision is ultimately decided by the Fire Chief. The supervisor is responsible for staying in contact with the employee and making sure they are completing their work.

Vice Chairperson Vette asked what the status was of accreditation.



Division Chief Perry replied they are still working on the accreditation. Fifty eight percent of the performance indicators (PIs) have been reviewed by Gary West. There is a peer review team assigned. The district has until the end of September to complete and apply for accreditation.

Vice Chairperson Vette asked if the accreditation is approved if this would meet the ISO standards.

Division Chief Perry answered the ISO standards are technically separate and specific to fire suppression capability, the accreditation looks at the entire organization as a whole. Theoretically it would increase awareness to gaps that need to be addressed for the purpose of getting closer or obtaining an ISO 1. Division Chief Perry said the district is close to obtaining an ISO 1.

Vice Chairperson Vette asked what the benefit would be of obtaining an ISO 1.

Chief Brandhuber stated that obtaining an ISO 1 would be to improve the organization and improve the service to the residents of the district. An ISO 1 would help commercial businesses, this could help lower commercial insurance. However, this is not the reason why the district is pursuing it. An ISO 1 is being pursued because it is believed it will improve the service provided to the residents and provide a safer environment to the firefighters.

Chairperson Cox-Golder read a line from Records Specialist Wong's board report and asked if she has to review all records.

Board Services Supervisor Ortiz answered that RS Wong does review all records. She records what is destroyed on a certificate of compliance. The certificate is submitted to the Secretary of State's Office. If the District were to ever receive a records request for the records, the district could provide the certificate stating it was in compliance to destroy the records.

Board Clerk Outlaw asked if the Secretary of State's Office has said when the e-quality program would be available to fire districts.

Board Services Supervisor Ortiz stated the Secretary of State's Office has not given a timeline for fire districts yet.

Board Clerk Outlaw asked about the ground ambulance rules.

Chief Brandhuber stated Article 9 pertains to the ground ambulance rules. The State is attempting to align regulations with the practice in the field. It has been a collaborative approach to create the best draft rules before it is finalized.



Board Member Shellenberger asked about an after-action review of the Bowl Creek Fire as it pertained to developed areas. He thought it would behoove the residents to consider ways to mitigate fire on their fire properties such as creating a fire break, etc.

Fire Chief Brandhuber said he appreciated him mentioning this. Division Chief Pearce will specifically be doing a presentation at SaddleBrooke Ranch about the Ready, Set, Go Program, defensible spaces, etc. He can also do the same presentation for other areas. Division Chief Pearce will work with the wildland team to prepare the presentation. Chief Brandhuber thanked Board Member Shellenberger for mentioning it and thought it was salient considering what is happening in Maui.

Board Member Shellenberger asked how the district is aware of legislation that pertains to the fire service.

Fire Chief Brandhuber responded the Arizona Fire Districts' Association keeps districts and departments apprised of any legislation pertaining to the fire service. He said staff remains informed about legislation that could have an impact on the district.

Chairperson Cox-Golder asked if the health and safety programs were just for administration or for the field as well.

HR Director Delong answered after COVID, Human Resources saw a need for mental and behavioral health services. So Human Resources and Health and Safety collaborated to identify all resources as available. These resources are shared with the entire organization. Human Resources is working with Health and Safety to change the narrative around behavioral health so personnel will seek assistance with mental health issues if that is what they need.

Board Member Brady asked if that is what Firefighter Molly Kolt is now assigned to do.

Firefighter Molly Kolt replied that she reports to Captain Jeremy North. They are working together to be a more united front for administration and suppression. They want to support administration and suppression equally.

Chairperson Cox-Golder stated she read there are currently 11 people on light duty. She asked if this was high.

HR Director Delong answered that this is average for an organization of GRFD's size. The average is around 8. With Molly's help they are tracking where personnel are in their light duty assignments and try to help them return to work as soon as possible. Human Resources is working with all departments to identify light duty assignments to keep personnel engaged. The light duty assignments allow personnel to stay engaged and still add value to the district.

Chairperson Cox-Golder asked what evacuation zone projects were.



IT Director Rascon answered this was another great project GIS Analyst Steinnecker has been working on. She has been working on evacuation zones, setting them up and entering them in GIS. She is also working with Pima County.

DV Pearce added this refers back to what Board Member Shellenberger mentioned earlier. The evacuation zones GIS Analyst Steinnecker is entering in the system helps when presentations are made to residents such as SaddleBrooke.

- LEADERSHIP TEAM REPORT – PRESIDENT JONES

President Jones reported that there was a GRFD suppression employee who was badly injured in a motorcycle accident. He is showing significant improvement every day and is in good spirits. President Jones thanked the fire family that came together to support the family during this difficult time, including the GRFD wives' group.

Chairperson Cox-Golder commented that she is so glad that the district is getting the wildland team the resources they need.

- B. PLANNING DIVISION'S REPORT- Fire Marshal Akins presented the Planning Division's report to the Governing Board on behalf of Deputy Chief Cesarek. She noted she was impressed with Paramedic Behunin's presentation on drones. It is a great resource for the district. Two Fire and Life Safety inspectors obtained their drone license in the last year. They are used in fire investigations and inspections. They will make sure they stay in communication with Paramedic Behunin on continuing education.
- C. EMERGENCY RESPONSE/PROFESSIONAL DEVELOPMENT REPORT – Division Chief Pearce presented the Emergency Response/Professional Development report to the Governing Board on behalf of Assistant Chief Robb.

Vice Chairperson Vette asked what IAP is.

Division Chief Pearce responded IAP stands for incident action plan.

Vice Chairperson Vette asked what a 90-day improvement plan is.

Division Chief Grissom answered the 90-day improvement plan is based on the employee's tier status. Depending on what tier status the employee is placed in they will be assigned a peer fitness trainer (PFT) that will give them exercise and nutrition.

Division Chief Grissom wanted to publicly welcome Molly Kolt to the Health and Safety Team. She will be a great addition. He thanked the support of the Board to create this position.



8. REGULAR BUSINESS

A. DISCUSSION AND POSSIBLE ACTION REGARDING THE GOLDER RANCH FIRE DISTRICT RECONCILIATION AND MONTHLY FINANCIAL REPORT

Finance Director Christian presented the monthly financials and reconciliation for Golder Ranch Fire District to the Governing Board.

MOTION by Board Clerk Outlaw to approve and accept the Golder Ranch Fire District reconciliation and monthly financial report as presented.

MOTION SECONDED by Vice Chairperson Vette

MOTION CARRIED 5/0

9. FUTURE AGENDA ITEMS

This provides an opportunity for the Board to direct staff to include items on future agendas for further consideration and decision at a later date or to further study the matter.

- Regularly scheduled meeting – September 19, 2023

10. CALL TO THE PUBLIC

There were no public issues presented at this time.

11. ADJOURNMENT

MOTION by Board Member Brady to adjourn the meeting at 10:06 a.m.

MOTION SECONDED by Vice Chairperson Vette

MOTION CARRIED 5/0

Sandra Outlaw, Clerk of the Board
Golder Ranch Fire District
s/o



GOLDER RANCH FIRE DISTRICT

BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Grant Cesarek, Assistant Chief of Support Services

DATE: September 19, 2023

SUBJECT: APPROVE THE CONTRACTUAL AGREEMENT WITH LLOYD CONSTRUCTION COMPANY AS THE CONTRACTOR FOR THE COMPLETION OF FIRE STATION 378.

ITEM #: 6B

REQUIRED ACTION: ☐ Discussion Only ☒ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☒ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☒ Legal Review

BACKGROUND

In previous governing board meetings, the board provided staff direction to continue with selecting a contractor and architectural firm to complete the construction drawings and permitting process for the construction of Fire Station 378. Lloyd Construction and WSM Architects have collaborated to complete the construction drawings with the intent of moving forward with construction as soon as permits are released from Pinal County, which are currently under review by their staff.

This agenda item is to bring forward the AIA construction documents and gross maximum price (GMP) for construction at \$6,877,257. This does not include some of the site work, communications, backup power generation, station alerting or furnishings. The board previously approved a not to exceed amount for staff to operate within financially which can still be achieved.

The agenda item is to finalize the contract with Lloyd Construction to move forward with the station 378 construction.

RECOMMENDED MOTION

Motion to approve the September 19, 2023, Consent Agenda.

If removed from consent agenda:

Motion to approve the contractual agreement with Lloyd Construction Company and continue with the construction of Fire Station 378.



AIA® Document A102® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 8th day of September in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Golder Ranch Fire District
3885 E. Golder Ranch Drive
Tucson, Arizona 85739

and the Contractor:
(Name, legal status, address and other information)

Lloyd Construction Company, Inc.
2180 N. Wilmot Road
Tucson, Arizona 85712

for the following Project:
(Name, location and detailed description)

GRFD Station 378
TBD
Oracle, Arizona

The Architect:
(Name, legal status, address and other information)

WSM Architects a Division of SHIVE-HATTERY, Inc.
4330 N. Campbell Avenue, Suite 268
Tucson, Arizona 85718

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(863654737)

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's

interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☒ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- ☒ Not later than Two Hundred Fifty (250) working days from the date of commencement of the Work.
- ☐ By the following date:

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

Five Percent (5%) of the total cost of the work.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

Five Percent (5%) of the total changes in the work.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

N/A

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§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed N/A percent (N/A %) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A	N/A	N/A

§ 5.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 5.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Six Million Eight Hundred Seventy Seven Thousand Two Hundred Fifty Seven Dollars (\$ 6,877,257.00), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	N/A

§ 5.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
Construction Contingency	\$290,952.00

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption.)

N/A

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

Init.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

N/A

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions,

provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the

related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is

awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

25th

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 21st day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 25 (Twenty Five) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing

(a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent (10%)

§ 12.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions and Fee

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Retainage will be reduced to five percent (5%) at fifty percent (50%) completion of the project.

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated

amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

6 % Six Percent

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15 of AIA Document A201-2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 The Owner's representative:

(Name, address, email address and other information)

Grant Cesarek, Chief
Golder Ranch Fire District
3885 E. Golder Ranch Drive
Tucson, Arizona 85739

§ 15.3 The Contractor's representative:

(Name, address, email address and other information)

Robby Garvey, Project Manager
Lloyd Construction Company, Inc.
2180 N. Wilmot Road

Init.

Tucson, Arizona 85712
Office: 520.884.9821
Cell: 520.419.7459

§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 15.7 Other provisions:

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A102™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
See attached Index to Drawings Exhibit C	Saddlebrook Ranch Fire Station 378	June 29, 2023

- .6 Specifications

Section	Title	Date	Pages
Specifications, Volume 1 and 2	Saddlebrook Ranch Fire Station 378	June 20, 2023	

- .7 Addenda, if any:

Number	Date	Pages
N/A		

Init.

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

.8 Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

N/A

☐ The Sustainability Plan:

Title	Date	Pages
N/A	N/A	N/A

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A	N/A	N/A	N/A

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit C Index to Drawings
Exhibit D GMP Schedule of Values
Exhibit E Clarifications and Exclusions

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Vicki Cox Golder, Chairperson, Golder Ranch Fire District

(Printed name and title)

CONTRACTOR (Signature)

William E. Lloyd, President

(Printed name and title)

						Price includes new sanitary sewer to 5' outside of building and 5' past sand/oil interceptor per sheet P1.0; vent system per sheet P1.0; sewer and vent systems figured in solid core PVC; (1) 500gallon sand/oil interceptor w/lids and extensions; excavation, backfill & compaction of our underground work; domestic cold water from 5' outside of building per sheet P1.1, including DCW to (4) evaporative coolers; domestic hot water per sheet P1.1; insulated hot water w/fiberglass; (1) 1/2in 009 backflow preventer for ice machine; gas piping per sheet P1.2, including (1) emergency shut-off valve and installation of (provided by others) Ansul/Solenoid valve; condensate piping per sheet P1.2; insulated condensate w/fiberglass; evaporative cooler drain piping per sheet P1.2; all hangers and supports needed for above ground piping; furnish & install plumbing fixtures per fixture schedule on sheet P3.0, including (1) water heater stand & (1) under sink RO system per detail 224/P2.1; chlorinate new water lines
	Plumbing	1	ls	\$ 353,387	\$ 353,387	
23-1000	HVAC					
						Three (3) Daikin packaged rooftop gas heat / electrical cooling AC units with 7-day programmable thermostat, factory installed economizer (AC-1 only) Provided with insulated air distribution systems with insulated branch ducting as required One (1) Daikin split system heat pimp with angle iron support stand, 7-day programmable thermostat and outside air distribution terminating at exterior wall louver and internally insulated air distribution system as designed. Condensing unit will be placed outdoors on concrete equipment pad. (Concrete equipment pad provided by others) Two (2) Daikin ductless split system heat pumps. Fan coil cassettes will be supported from structure above and condensing units will be placed on roof on Unistrut support frame with C-Port feet. Provided with insulated refrigerant circuit, integral factory condensate pump, outside air distribution terminating at roof cap and wired wall mounted controller Two (2) Daikin ductless split system heat pumps with wall mounted fan coils, insulated refrigerant circuit and wired wall mounted controller. Condensing unit will be placed on roof on Unistrut support frame with C-Port feet Four (4) Utility set exhaust fans with manufacturers roof curb and disconnect. Provided with air distribution system as designed Two (2) In-Line exhaust fan with hanging isolation kit and air distribution terminating at roof cap Two (2) Ceiling mounted exhaust fans with integral backdraft damper and air distribution terminating at roof cap One (1) Roof mounted exhaust fan with factory roof curb, backdraft damper and air distribution system as designed One (1) Denlar Kitchen Exhaust Hood with fire suppression system and gas and electric disconnect, air distribution terminating at roof cap Three (3) Reznor electric unit heaters Five (5) Reznor gas fired unit heaters with manufacturers hanging kit and factory installed disconnect. And flue through roof Four (4) rooftop evaporative coolers with angle iron support stands mounted on equipment platforms (equipment platforms provided by others) Provided with air distribution systems as designed
	HVAC	1	ls	\$ 302,480	\$ 302,480	
26-1000	Electrical					
						800A SES, panels, and distribution as shown on the drawings Allowance for 100' power company primary conduit raceways Power company precast transformer pad and secondary feeders to 600A MSB New receptacles and branch circuitry as shown on the drawings New light fixtures and lighting control as shown on the drawings – see exclusions for K9 and K22 Power to HVAC equipment / HVAC disconnecting means as shown on the drawings Tele / Data backboxes and raceways Fire rated backboards, ground bus bar, grounding, and IT racks as shown on the drawings Raceways from telecom DEMARC for fiber and CATV Complete fire alarm system All site lighting and grounding as shown on the drawings Power for monument sign and gate opener as shown on the drawings All trenching, backfill, and compaction as required for underground raceways Fire sealing for electrical penetrations as required
	Electrical	1	ls	\$ 619,924	\$ 619,924	
	Automatic Transfer Switch	1	ls	\$ 37,620	\$ 37,620	
31-1000	Earthwork					
	Earthwork	1	ls	\$ 352,275	\$ 352,275	brush, scarify, cut/ fill, overex, finish grade
	AB	1	ls	\$ 33,030	\$ 33,030	Haul, place 4" and 10" ABC
32-1000	Exterior Improvements					
	Asphalt Paving	1	ls	\$ 49,815	\$ 49,815	Haul, place 4" and 2.5" Asphualt
	Traffic Control	1	ls	\$ 19,550	\$ 19,550	
	Termite Control	1	ls	\$ 500	\$ 500	
	Planting	1	ls	\$ 70,524	\$ 70,524	
	Wrought Iron Fencing	1	ls	\$ 65,138	\$ 65,138	660 LF of 6' high wrought iron fence, (1) rolling gate, (2) man gates
	Gate Operator	1	ls	\$ 28,888	\$ 28,888	
	Rip Rap	1	ls	\$ 11,550	\$ 11,550	Hand Place Rip Rap
33-1000	Utilities					
	Sewer	1	ls	\$ 186,930	\$ 186,930	4" sewer line, Septic with leach field
	Fire	1	ls	\$ 57,045	\$ 57,045	4" fire line connect in street to 5' from bldg, fire hydrant and line 6" connect in street
	Domestic	1	ls	\$ 28,590	\$ 28,590	2" water line with backflow connect in street to 5' from bldg
	Pothole Existing Utilities	1	ls	\$ 6,095	\$ 6,095	
	Patching Utility Trenches	1	ls	\$ 24,415	\$ 24,415	
	Storm Drain	1	ls	\$ 73,760	\$ 73,760	
	DIRECT CONSTRUCTION COSTS (DCC)				\$ 5,819,038	
1-9100	Construction Contingency	5.00%			\$ 290,952	
1-9920	General Liability	1.00%			\$ 61,100	
1-9930	Builders Risk	0.70%			\$ 43,198	
1-9940	Bond	1.00%			\$ 62,143	
1-9960	Fee	5.00%			\$ 313,822	
1-9980	Tax	4.355%			\$ 287,005	
	INDIRECT CONSTRUCTION COST (ICC)				\$ 1,058,219	
	TOTAL CONSTRUCTION COST (TCC)				\$ 6,877,257	

Exclusions, Tack Boards, Access control, Communication, Window Coverings, Lintel LT8, Fire Phone

GOLDER RANCH FIRE DISTRICT

BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Tom Brandhuber, Fire Chief

DATE: September 19, 2023

SUBJECT: FIRE CHIEF'S REPORT

ITEM #: 7A

REQUIRED ACTION: ☒ Discussion Only ☐ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☐ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☐ Legal Review

BACKGROUND

This allows for the fire chief to provide updates to the governing board on the following areas:

- Meetings/Trainings and Events Attended
- Political & Public Safety Interactions
- District Activities
- Personnel
- Commendations/Thank You Cards Received
- Community Risk & Reduction
- Board Services
- Finance
- Human Resources
- Information Technology

Also under this agenda item the Local 3832 President will present their report to the Governing Board.

- Leadership Team Report – President Jones

RECOMMENDED MOTION

No motion is necessary for this agenda item.



FIRE CHIEF'S REPORT

Tom Brandhuber

August 2023



Chief's Activities for the Month

- Held weekly executive leadership team meetings (Deputy Chiefs-Assistant Chiefs-Directors)
- Held the Fire Chiefs status update meeting.
- Attended the GRFD August board meeting.
- Attended the Leadership team meeting (labor/management).
- Participated in Statewide EMS Workforce workgroup meeting.
- Held the monthly AzAA executive board meeting.
- Met with Jan Lesher Pima County Administrator.
- Interviewed candidates for assistant chief positions.
- Various meetings with personnel.
- Quarterly Dispatch consortium meeting, at Tucson Communication Center
- Presented Dispatchers from the City of Tucson Chief's Challenge coins for the job they did on Engineer Houser's incident.

- Presented dispatchers from the Pinal County Sheriff's Department chief's challenge coins for the job they did on engineers incident.
- Completed a public safety announcement with Sherrif Nanos on hiking in the heat.
- Attended the planning meeting for Rocking for Heroes concert with Lydia Camarillo which will be held in Oro Valley.
- Participated in the KGUN 9 interview about Engineer Gary Schobel and his cancer, thankfully they cut my part out.
- Participated in the GRFD Children's Christmas Party Planning. **December 09, 2023**
- Was interviewed by ILoveOV.com for story to run in September.
- Attended the 100 Club presentation of a check to Engineer Gary Schobel at Sta. 380
- Set up a class intitled **Struggle Well**. A two-day course to teach personnel how to overcome mentally stressful situations and accumulation of mental stress. Chief Robb and I took the course and our having a mixed audience take it to see if they see value in it. If so, then it will roll out to the entire organization. Tucson Police Department has done so with this course.
- Participated in AZDHS EMS Council's Workgroup on Ambulance Safety
- Met with the regional director of the Make a Wish Foundation to discuss opportunities to get involved.
- Chaired the Arizona Ambulance Association Conference in Flagstaff.

Thank You Correspondence

- A thank you card was received from University of Arizona nursing students.
- A thank you card was received from a SaddleBrooke resident.
- A thank you submission was received via the GRFD website for the following personnel: Captain Michael Waldorf, Engineer Karl Rhein, Paramedic Brett Moffitt, Paramedic John Colby, Probationary Firefighter Victor Campos Cerna, and Probationary Firefighter Jose Cornejo.
- A thank you submission was received via the GRFD website for the following personnel: Captain Christopher Cavaletto, Engineer Denny Hawkins, Paramedic Thomas Steele Jr., Firefighter Chris Childress.
- A thank you card was received for Lydia Camarillo, Battalion Chief Jason Taylor, Captain Colin Port, Engineer Kyle Rhein, Paramedic Ryan Hoffman, Firefighter Robert Metz, Paramedic Kyle Milligan, and Firefighter Scott Petersen.
- A thank you card was received for Dan Habinek.

Golder Ranch Fire District Station 370:

Thank you so much for speaking to us about your community and the services you provide. It inspired us to create our health intervention. It is evident that you are a vital resource to the Catalina community and they are lucky to have you!

Keep up the great work!
U of A Nursing Students

8-4-2023

Fire fighters & others at
Golder Ranch Fire Dist.

Thank you for
all the help you've
given me & others
in SaddleBrooke.

You are very much
appreciated.

Sincerely,

[Redacted Signature]

[Redacted Address]

From: [Rodriguez, Freddy](#)
To: [Waldorf, Michael](#); [Rhein, Kyle](#); [Moffitt, Brett](#); [Colby Jr., John](#); [Campos Cerna, Victor](#); [Cornejo, Jose](#)
Cc: [Camarillo, Lydia](#); [Ortiz, Shannon](#); [Brandhuber, Thomas](#)
Subject: RE: Compliment to the team
Date: Monday, August 21, 2023 9:18:46 AM

Hello all,

Please see the attached thank you email for the following personnel:

Captain Michael Waldorf
Engineer Karl Rhein
Paramedic Brett Moffitt
Probationary Firefighter Victor Campos Cerna
Paramedic John Colby
Probationary Firefighter Jose Cornejo

Thank you,

Golder Ranch Fire District



Name

[REDACTED]

Phone

[REDACTED]

E-mail

[REDACTED]

Message Subject

Compliment to the team

Message

Hello,

I was at a friends house yesterday, right after she had fallen. She lives on [REDACTED]. She ended calling the rescue squad for assistance. I want to express how impressive the team was, that showed up to help. They were all very attentive. No one got in anyone else's way. The gentlemen who were asking her questions were very calm and their voices were soothing. The others were very helpful in their own tasks. The energy in the room was positive. The team work was obvious and appreciated.

Thank you for being there those who need your help.

Sent from [Golder Ranch Fire District](#)

Freddy Rodriguez

Admin Assistant – Front Desk

Golder Ranch Fire District

3885 East Golder Ranch Drive

Tucson, Arizona 85739

(520) 825-9001 Ext. 5002

www.grfdaz.gov

From: [Rodriguez, Freddy](#)
To: [Cavaletto, Chris](#); [Hawkins, Denny](#); [Steele, Thomas](#); [Childress, Christopher](#)
Cc: [Brandhuber, Thomas](#); [Camarillo, Lydia](#); [Ortiz, Shannon](#)
Subject: FW: Thank you! To Station 375
Date: Thursday, August 17, 2023 9:06:51 AM

Hello all,

Please see the attached thank you email for the following personnel:

Captain Christopher Cavaletto
Engineer Denny Hawkins
Paramedic Thomas Steele Jr.
Firefighter Chris Childress

Thank you,

Golder Ranch Fire District



Name

[REDACTED]

Phone

[REDACTED]

E-mail

[REDACTED]

Message Subject

Thank you! To Station 375

Message

Good morning! I would like to send sincere thank you to those fireman who helped me [REDACTED]. Thank you so much !! You guys are greatest!



Sent from [Golder Ranch Fire District](#)

Thank you all so much for the
tour you gave our family on Thursday
July 20th. A special Thank You to Captain
Colin Port + Chief Jason Taylor for
showing us around the firehouse +
the personal tour of your fire trucks!
And thank you, Lydia, for organizing
this tour + the thoughtful gift bags.
We are very lucky to have such an
amazing fire crew here in Saddlebrooke!

Thank you For putting
out Fire so we don't get
injured or worse!!!

Flames 7
From: Torah
to: Firemen!!!



IF I could make it
33

Thank you for doing your
amazing job. Your hard work
saves lives.

-Mae



Thank you for saving so
many people. You guys so
are super incredible!

Wooooo!
Yeah!
Go
Firemen!

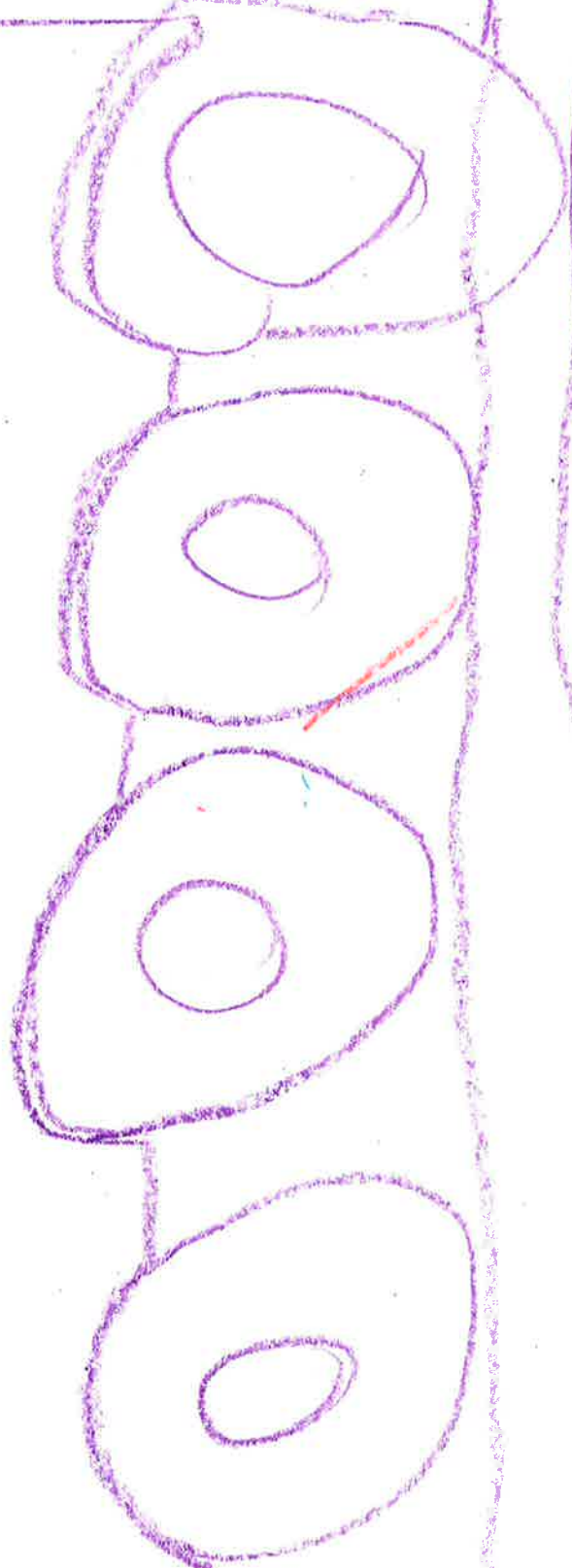


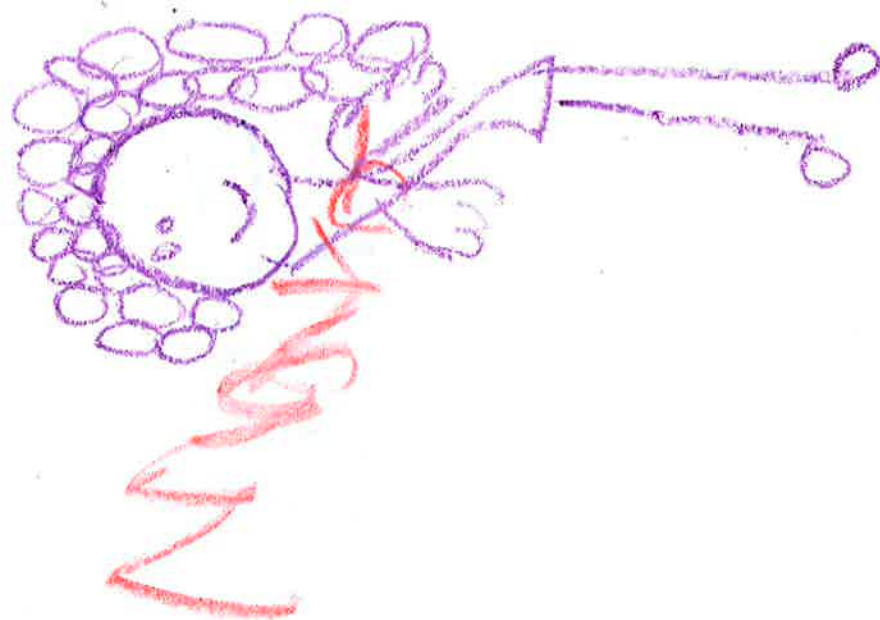
From: Sebastian

Flipbook

By Maya

From Maya





Dan,
I am so glad that me and my family were able to tour the firehouse. You gave us an amazing memory that we will remember and cherish forever. It was so cool to learn about all the behind the scene things of a firehouse. Thank you so much for giving us the tour and all the goodies! You have the kindest heart and such great energy. Good luck with your career at the fire house. Thank you again! [REDACTED]

7/24/23

Golden Ranch Fire Department
Mr. Dan & House 380 Team,

*With warmest thanks
for all your help.*

Dan,
Thank you so much for taking the time to show my family and I the fire station, and all the equipment you guys use daily. It was so cool to see what the station looks like compared to ones on t.v. shows. I, as well as many other people really appreciate all of you guys and your service. Thank you so much again. [REDACTED]

We are so grateful to have such dedicated and kind firefighters who were willing to take the time to educate our teen girls on life as a firefighter. Thank you for coordinating this visit and being so informative, engaging and entertaining in your tour and presentation. Dan, you are such a great representative of the Golden Ranch Fire Dept. and we in the community are thankful to have you as their Community Education Supervisor. [REDACTED]



Dan, Thank you for taking the time out of your day to show us around the fire house. It was really cool. Thanks again. [REDACTED]



ESSENTIAL SERVICES REPORT

Essential Services – Tom Brandhuber

July 2023



Essential Services

Deputy Chief Eric Perry - Essential Services Board Report for August 2023

Deputy Chief Eric Perry:

- Continuing work on accreditation (Due date September 15)
 - 2nd Edition of Standards of Cover document
 - Final information will be transmitted to contractor 9/8. Should have final draft for review one week after.
 - Peer Team
 - New team lead assigned, Ken Horn.
 - Coordinating documents with Ken, shooting for a November visit time frame.
- ISO regrade will be occurring in the October/November time frame.
- Lots of work on Organizational Chart and Deputy Chief promotions.

- My future board reports will be as the Assistant Chief of Community Risk Reduction. I am excited for the challenge and look forward to working with our leadership team in a different role!
- Congratulations and welcome to Jeremy Hilderbrand as the new Deputy Chief of Community Risk Reduction

Fire Accreditation Project Manager Keith Holland:

- Continuing to work on finalizing the CPSE Accreditation Performance indicators.
 - Reviewing Performance Indicators
 - 85% finalized

Community Education Supervisor Dan Habinek:

- Continuing to build in-take forms and ideas to proactively gather information/data from our website to address our Community Risk Reduction needs
- Met with Christine Leonard from NWFD to gather information regarding community education programs and community risk reduction strategies
- Completed several ride-alongs this past month. Continuing to familiarize myself with the fire service and our awesome personnel!
- Multiple educational outreaches this month.
 - Church of Latter-day Saints 18 children and 8 adults
 - Arizona Association for Foster and Adoptive Parents at OV Aquatic Center 25 adults and 74 children/teenagers.
 - School Fire Safety presentation at Mesa Verde – 35 teachers/staff
 - Copper Creek Elementary Hawk Walk 300+ students
- Attending AZ State Fire School to complete Public Educator 1 certification





Board Services

Record Specialist Wong responded to 28 records requests for the month of August.

The breakdown is as follows:

Environmental Reports	2
Outstanding Code Violations/Inspection Report	-
Fire Reports	4
Incident Reports	-
Medical Records	20
Other	2

Fingerprinting and i9's taken at the front desk in the month of August:

Fingerprints	93
I9	22

RS Wong has sorted through approximately 10 boxes of paper records and created Certificates of Destruction for these records. The boxes of records have been placed aside and in the shed for storage and destruction once they are ready to be destroyed.

On Tuesday, August 1st, 2023, RS Wong along with other staff members attended a meeting for ImageTrend's Elite Fire, a Records Management System (RMS), Patient Care Report (PCR) software. Attendees were able to ask the representative questions about the abilities and how to use the software.

Records Specialist Wong read the book *I Love it Here* by Clint Pulver for the Arizona Municipal Clerks' Association (AMCA) Athenian dialogue on Monday, July 24th, 2023.

This book is about the different types of managers and creating a workplace where employees can say "I love it here!" After attending the Athenian dialogue, Records Specialist Wong was required complete an assessment to obtain credits towards her Certified Municipal Clerk (CMC) certification. This assessment was submitted in the month of August.

On Thursday, August 17th, 2023, the Human Resources and Finance teams had a celebratory lunch for Board Services Supervisor Ortiz on becoming the first Paul Craig Athenian Fellow in the state and obtaining her MMC certification, welcoming Budget Analyst Alicia Roberson to the team, and Deb Metzger's 5 years with Golder Ranch Fire District! There were lots to celebrate!

On Wednesday, August 30th, 2023, the Beacon Group, a non-profit organization that provides employment opportunities for people with disabilities, went to Administration South and Administration North to pick up records for destruction. Several rolled up plans and 37 boxes of records were part of this shred!

Throughout the month of August, Records Specialist Wong has continued to respond to emails, phone calls, and walk-ins providing information on the process of obtaining records from GRFD and responding to records requests.

The GRFD Public Safety Personnel Retirement System (PSPRS) Local Pension Board met on August 15, 2023, and August 31, 2023. Both meetings were to review and discuss disability retirement applications submitted by employees. An election will be held for PSPRS members to fill the vacancy of Deputy Chief Pearce's position in lieu of his retirement announcement.

In an attempt to revive the Culture Committee a recent recruitment was held. There was an overwhelming amount of interest, and the committee is excited to see what it can do in the future. The Culture Committee is responsible for promoting positive organizational culture. The purpose of the Culture Committee is to maintain an environment which fosters collaboration, innovation, employee engagement, and a sense of belonging for all employees. The new members will decide how it wants to instill organizational values, support inclusion & diversity, promote employee engagement, provide recognition and rewards, encourage communication and feedback, create team building and celebrate traditions and milestones.

Chief Brandhuber announced in his weekly announcement Board Services Supervisor Ortiz obtained her Master's Municipal Clerk's (MMC) certification. This has been an eight-year long process. The MMC program is the second and more advanced of the two professional designations granted by the International Institute of Municipal Clerks (IIMC). Worldwide 1,300 people have their MMC. The Arizona Municipal Clerks' Association (AMCA) has 230 members statewide, of those 230 members

40 have their MMC. Thank you to leadership and the Governing Board for supporting educational and professional opportunities such as these.

In 2016, AMCA began participating in the Athenian Leadership Society through IIMC. After attending ten Athenian dialogues, an applicant can apply to become an Athenian Fellow. It is a highly sought, prestigious designation and is recognized by IIMC at their annual, international conference. Board Services Supervisor Ortiz attended AMCA's first Athenian dialogue in 2016 and in August 2023 she obtained the designation of an Athenian Fellow. She is one of the first in Arizona to obtain this designation and is now qualified to facilitate future dialogues.

Finance Report

Reserves: What and Why?

Reserves are the liquid financial resources (typically cash and or investments that can be turned into cash very easily) that local governments do not include in the annual spending plan-resources that are held back from the budget and are in "reserve" for some other purpose. The most important purpose is to respond to significant, unplanned, and unavoidable costs or revenue losses such as a natural catastrophe or a recession. Another common purpose is as a sinking fund, or "piggy bank" for a large onetime, planned future expenditure for a capital asset. Reserves also support a strong bond rating by signaling to investors that the local government has resources to pay back debt even with the potential for a disruption to its financial position.

Human Resources

HR participated in all regularly scheduled meetings and completed all regular duties. Additionally, we were involved in the following:

Recruitments:

- Recently Closed:
 - Fire Inspectors – external
 - Assistant Chiefs (3) - internal
- Currently Open:
 - Captain – internal
 - Engineer – internal
 - Facilities Maintenance Tech - external

- Future Upcoming:
 - Risk Reduction Technician (part-time) - external
 - Procurement & Supply Specialist - external

Congratulations:

- **Promotions – Assistant Chiefs (alphabetical order):**
 - Grant Cesarek
 - Chris Grissom
 - Eric Perry
- **Promotions – Deputy Chiefs (alphabetical order):**
 - Jenn Akins – remains Fire Marshal, but rank is elevated to equivalent of Deputy Chief
 - Jeremy Hilderbrand
 - Adam Jarrold
 - Tony Rutherford
 - Mark Wilson
- **Promotion – Battalion Chief**
 - Kyle Goodrich

Current HR Trends:

GRFD recognizes the value to the District and its employees in providing educational and skills training for all personnel. During recruitment processes, HR has been asked about the possibility of advancement, and express interest in pursuing promotional opportunities without having to seek employment elsewhere. HR's experience along with independent research have shown that in today's fiercely competitive job market, professional growth has emerged as a potent tool for attracting new talent.

During our recent FLS Inspector Apprentice recruitment, many of those applying were especially interested in the opportunity to receive training from the Apprentice level through Inspector 2. This sort of feedback emphasizes that in order to retain top talent, employers – including GRFD – are well served in placing a strong emphasis on learning and development.

During recruitment processes, GRFD competes with all sectors to attract great candidates. The significance of professional development is on the rise in all areas. This realization has prompted employers to invest in learning programs designed to not only attract, but also retain a workforce prepared for the challenges of the future. The GRFD HR team researches potential viable partners who present alternative opportunities, understanding that the implementation of effective learning initiatives has become faster, more cost-effective, and easier to access. This transformation can be attributed to the integration of innovative technologies into learning systems, such as AI-driven capabilities and interactive video (for

example Zoom, etc.). Many of these educational platforms seamlessly integrate with existing systems, so alleviate having to purchase new technology to make them accessible to our employees.

This shift equips GRFD with enhanced capabilities to support individual career growth, who ultimately derive greater satisfaction in their positions, while contributing to the success of our organization.

HR Team Projects:

- The HR and Board Services Team have submitted all the accreditation requirements for each respective department. There are currently no outstanding Performance Indicators.
- HR is working with Board Services on two PSPRS medical retirement requests. Currently both applications are with the employees for review, completion, and submittal.
- HR is actively working on different disciplinary items, with appropriate Chiefs.
- HR has provided the completed agreement for the IAFF Medical Expense Reimbursement Plan (MERP) to Board Services for record keeping. HR is working closely with the Labor Union leaders to complete any further enrollment steps.
- HR has submitted the signed Nationwide Post Employment Health Plan (PEHP) agreement to Nationwide for execution. HR is anxiously awaiting it's return and next steps.
(These plans are designed to use pre-tax dollars to fund accounts for each employee, the account can be invested by the employee, and may not be accessed until they meet the retirement requirements as outlined in each plan, then accessed to assist in paying for health premiums.)
- HR is working closely with Health & Safety and Operations to track our people out, or on light duty, due to personal or work-related illness/injury.
 - At this time we have 10 people on that list.
- HR has also been working closely with Health and Safety to
 - Prepare for Administrative personnel to receive annual physicals from 1582, the same organization Suppression personnel use.
 - Finalize an exposure protocol through Tucson ER & Hospital to protect our employees as they care for patients.
- Freddy has been assigned to bring back the Familiar Faces page on the intranet. HR is working with IT to re-design the layout for ease of maintenance. This is a page on our intranet that houses all employee photos and names, it helps for identifying your co-workers in such a growth-positive environment.
- Paycom Set-up, next items:
 - Moving forms into Paycom
 - Supervisor Report of Injury (Worker's Comp), disciplinary documents, conflict of employment form, etc.

- Assessing changes to the current performance evaluation process and implementing the new process in Paycom
- Performance Evaluation committee:
 - We are currently identifying participants
 - Evaluating performance evaluation options
 - Assessing what electronic performance evaluations will look like in Paycom
- Policy reviews and updates – *please see policy section of board packet*

Employee Recognition

Congratulations on your Golder anniversary!

Thank you for being such amazing team members!



September 2023 Years of Service Report

Employee Name	Hire Date	Years of Service
THOMAS, MICHAEL	09/01/1995	28
CAPUANO, JOSEPH PATRICK	09/20/1996	27
BUTLER, THOMAS GEORGE	09/19/2011	12
DRAKE, KYLE STEPHEN	09/30/2013	10
GARCIA, ANDREW PAEZ	09/30/2013	10
HOUSER, BRETT BARNETT EMIL	09/30/2013	10
JOHNSON, TOBIN NEIL	09/30/2013	10
MARQUEZ, ANTHONY ROBERT	09/30/2013	10
RHEIN, KARL GEORGE	09/30/2013	10
SZACH, RYAN ANDY	09/30/2013	10
BEHUNIN, JESSE JAY	09/15/2014	9
CRAMBLIT, DANIEL CHARLES	09/15/2014	9
FRAZIER-RADEMACHER, JACLYN R	09/15/2014	9
HOFFMAN, RYAN	09/15/2014	9
LABAS, BRANDY	09/15/2014	9
ORTIZ, ALBERT LOGAN	09/15/2014	9
SPANARELLA, JOHN PHILIP	09/15/2014	9
STRIETER, KURT EDWARD	09/15/2014	9
TENNEY, MARK EBEN	09/15/2014	9

WALLACE, DANIEL WILLIAM	09/15/2014	9
WARD, RYAN JAMES	09/15/2014	9
WOOD, JOSHUA	09/15/2014	9
ORTIZ, SHANNON	09/28/2015	8
OLIVER, JEAN MARIE	09/06/2016	7
SANTIAGO, JESSICA MICHELLE	09/12/2022	1

IT Applications Group Activities/Projects

The GRFD IT Applications group has been working on the following projects:

- The application group has been focused on dealing with ongoing tickets, doing regular maintenance, and dealing with documentation on new issues.
- Social Engineering current testing and deployment-The primary objective of this training is to ensure that all employees are well-equipped with the knowledge and skills necessary to recognize and mitigate social engineering threats effectively. By enhancing our cybersecurity awareness and practices, we aim to reduce the risk of data breaches and cyberattacks. IT has been diligently developing a comprehensive social engineering training program that will be in Vector Solutions tailored to our department's specific needs. The program covers various aspects of social engineering, including phishing attack quizzes, baiting, and educative videos
- MS365 eDiscovery -The primary objective of implementing Microsoft eDiscovery is to streamline the process of responding to public requests and effectively searching for relevant data when required. This tool enhances our capabilities in managing legal and compliance requests, enabling us to locate, preserve, and review data efficiently.
 - Microsoft eDiscovery will and already has significantly improved our efficiency in responding to public requests and legal inquiries. The tool's advanced search and filtering capabilities allow us to quickly pinpoint relevant data. We can now easily identify and preserve data that may be relevant to legal matters, regulatory compliance, or public requests, ensuring that we meet our obligations in these areas. By effectively managing data related to public requests, we reduce the risk of non-compliance, legal disputes, and associated costs. Since the implementation of Microsoft eDiscovery, we have successfully handled our first public request, the tool has allowed us to respond promptly and efficiently, ensuring that we meet our obligations while maintaining data security.

IT GIS Activities/Projects

- The GIS has been working on data and maps for accreditation.
- Becky attended the Arizona Geographic Information Council (AGIC) 2023 Symposium in Prescott, AZ. AGIC Annual Education & Training Symposium offers four days of

educational training from experienced industry practitioners, including hands-on training workshops, presentations, lightning talks, poster displays, and mobile applications. The Expo features vendor exhibits with innovative GIS solutions and face-to-face interactions with experts from the GIS community.

IT Systems Group Activities/Projects

The GRFD IT Systems group has been working on the following projects:

- The System group has been focused on setting up hardware and software for users related to the new organizational move.
- I was able to attend the Arizona Ambulance Association (AzAA) conference in Flagstaff Arizona. The 2023 AzAA Annual Meeting and Conference was a great opportunity to network with regional partners on EMS-related issues. We also learned about state/federal changes to laws including the Health Insurance Portability and Accountability Act (HIPAA) and ambulance billing. This was also a great opportunity to talk about electronic patient care software with groups in Arizona.
- We have just completed the installation of temporary network equipment at the new Handly building. This new switch and router will support all new data, wireless, and lock systems in the building. The next step is the Wi-Fi configuration and testing.

GOLDER RANCH FIRE DISTRICT

BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Grant Cesarek, Assistant Chief of Support Services

DATE: September 19, 2023

SUBJECT: SUPPORT SERVICES ASSISTANT CHIEF'S REPORT

ITEM #: 7B

REQUIRED ACTION: ☒ Discussion Only ☐ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☐ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☐ Legal Review

BACKGROUND

This allows for the Support Services Assistant Chief to provide updates to the Governing Board on the following areas:

- Assistant Chief's Activities
- Planning
- Logistics
- Facilities Maintenance
- Fleet
- Supply
- Fire and Life Safety

RECOMMENDED MOTION

No motion is necessary for this agenda item.



DEPUTY CHIEF'S REPORT

Grant Cesarek - Deputy Chief of Planning

August, 2023

- Honored and excited to have completed the testing process for Assistant Chief
- Attended executive leadership meetings, construction meetings, and labor meetings during the month, minus a two week vacation with family
- Completed a meeting with our leasing representative at Enterprise leasing, the first round of leased vehicles are being sold, equity received being applied to our account
- Completed the request for proposals to upgrade our door locks accros the district, this project will provide us wirelessly connect locks to one central software controller
- Completed a review of the bids for Station 378, Chief Brandhuber provided the notice to proceed on the project.

Hanley Update

- Construction crews continued on the detailed work in the building
- Our team completed a punch list at the end of the month to start the project close out and lead to a certificate of occupancy
- All fire inspections completed, one additional handicap ramp is needed before a final approval from Oro Valley
- The audio visual team continues to install the equipment for the board room and collaboration spaces

Michael Price - Division Chief of Logistics/Fleet, Equipment & Facilities

- Service Desk used for repair or service requests: July
 - Fleet: 52 requests
 - Facilities: 62 requests
 - Supply: 13 requests

Facilities

District Stations

- Range Hoods were pressure washed at all facilities
- HVAC filters were changed at all facilities
- New blinds were installed at Stations 372 & 374
- 175 Hanley Annual Fire Sprinkler inspection was completed
- 370 Replaced mini split in Communications Room
- 372 Repaired EVAP, Installed new bunks
- 373 Major Generator repair
- 374 Floors and Baseboards were completed, Irrigation was repaired

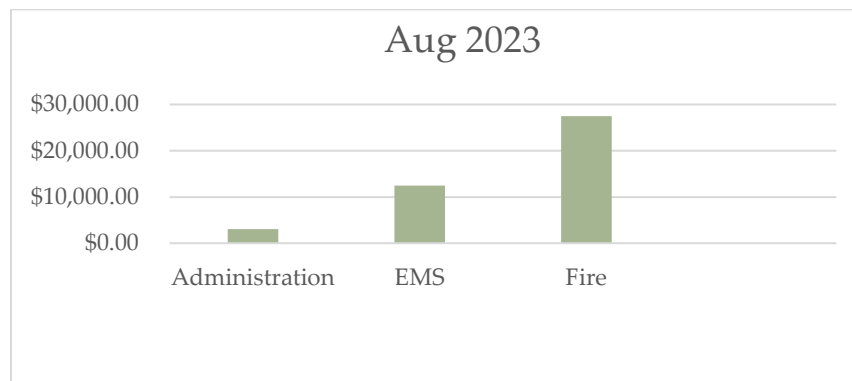
- 375 Troubleshoot & Repair kitchen range hood, Provide dedicated outlet from emergency panel for narcotic vending machine
- 377 Project 063 Turnout Storage is complete
- 379 Gate Repair, Wastewater testing completed and passed. Report sent to County
- 380 New mattresses purchased, Overhead door repaired

Daily repairs, scheduled preventative maintenance, regular maintenance & construction projects are on going

Fleet

Monthly vehicle parts Costs

- Administration - \$3,045.54
- EMS – \$12,456.49
- Fire – \$27,501.80



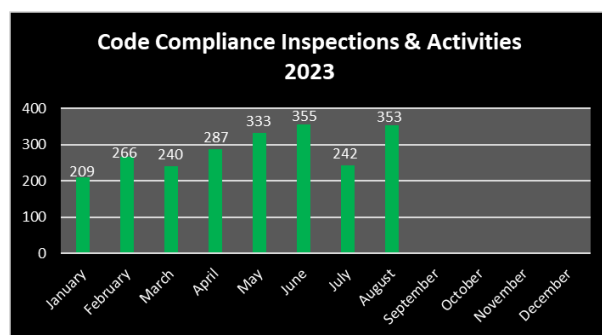
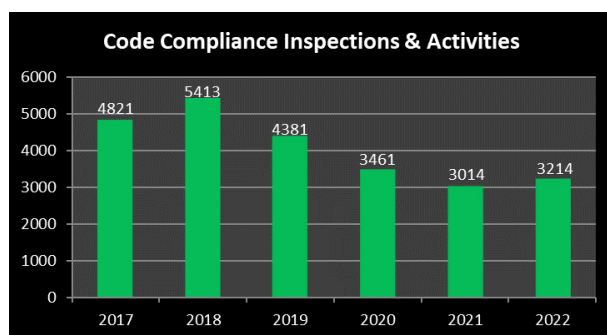
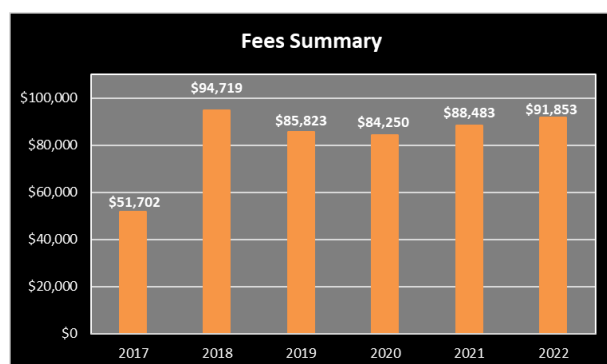
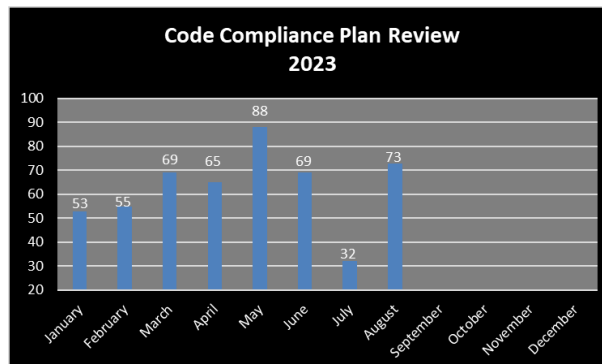
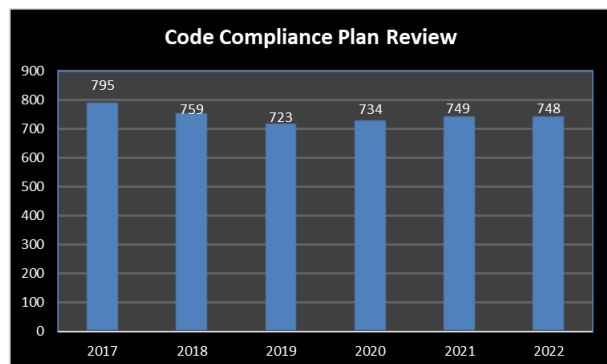
Procurement Specialist

Procurement

- Purchased \$15,612 worth of Fire Supplies and Services
- Purchased \$5,632 worth of Admin Supplies

Other

- Received quotes on new particulate nomex hoods. This will be in conjunction with joint purchasing with Northwest Fire to have a single, common hood and bulk pricing to lower costs.



Top 3 Inspections	Quantity
Prevention/re-inspection	148
Residential	74
Commercial	59

Commercial Projects Summary

New projects for this month = Green

ZONE 1 Stations 378, 372, 373, 370, 374	ZONE 2 Stations 374, 375, 376	ZONE 3 Stations 377	ZONE 4 Stations 379	ZONE 5 Stations 380
Painted Sky Fire Alarm 12620 N Woodburne	Pima Eye Institute T.I. 1884 E Innovation Park	Basis Administration T.I. 10134 N Oracle	Circle K CO2 3712 W Cortaro Farms	Canyon Community Bank T.I. 7981 N Oracle
Splendido Remodel 13500 N Rancho Vistoso	ROCHE Building 3 T.I. 1910 E Innovation Park	Flex Gymnastics T.I. 11085 N Oracle	Goodwill T.I. 2990 W Ina	Shell Building T.I. 7435 N Oracle
Desert Palms PT T.I. 12142 N Rancho Vistoso	Tangerine Dental T.I. 1880 E Tangerine Ste 190	GNC Live Well T.I. 10515 N Oracle Ste 145	Beautiful Savior Fire Alarm 7570 N Thornydale	Sprouts T.I. 7665 N Oracle
Global Recording Network 16131 N Vernon	Oro Valley Hospital T.I. 1551 E Tangerine	Linda Vista Luxury Rentals 375 E Linda Vista	AMG Medical Aesthetics T.I. 7356 N La Cholla	Saffron T.I. 7607 N Oracle
The Motive Wellness 2530 E Vistoso Commerce	TOV Community Center T.I. 10555 N La Canada	Body Fat Training T.I. 11015 N Oracle Ste 110/111	Arroyo Verde Apartments 8020 N La Cholla	Design Center T.I. 8454 N Oracle
Golder Ranch Vineyard 64496 E Edwin	Highland Clubhouse T.I. 10702 N Highlands	Aspen Dental T.I. 10580 N Oracle Ste 100	Landlord Improvement 7350 N La Cholla	Family Life Radio T.I. 7350 N Oracle
Shell Building T.I. 1826 E Innovation Park	Goodwill T.I. 10560 N La Canada	TOV Pusch Ridge Golf T.I. 10000 N Oracle		Casa Linda Apartments T.I. 699 W Magee
Thin Blue Line T.I. 1171 W Rancho Vistoso Ste 159	The X Noodle T.I. 11931 N First Ste 102	Shell Building 10556 N Oracle	*Inspector for this zone is also assigned to the La Posada project	TMC One T.I. 7510 N Oracle Ste 100
Harbor Freight T.I. 13005 N Oracle	Circle K T.I. 10410 N La Canada	Surf Thru Car Wash 11595 N Oracle		Discount Tire T.I. 8125 N Oracle
Healthy Skin T.I. 2295 E Vistoso Commerce	Oro Valley Massage T.I. 10420 N La Canada Ste 150	3 Degree Saunna Spa T.I. 1930 E Tangerine Ste 100		Arizona Mohs Surgery T.I. 7530 N Oracle
Vantage West T.I. 15250 N Oracle Ste 150	Resurrection Lutheran T.I. 11575 N First	Sportscips T.I. 2060 E Tangerine Ste 142		Long Realty T.I. 8580 N Oracle
		La Posada 10930 N First		Dr. Roberts Dentistry T.I. 7921 N Oracle
Who Received Project Final Inspection		Hilton Epazote T.I. 10000 N Oracle		Egees's T.I. 7911 N Oracle
Fry's Strabucks T.I. 3770 W Ina		Il Sons For Men T.I. 10556 N Oracle		NW Bible Church T.I. 889 W Chapala
Pusche Ridge Cleaners T.I. 10785 N Oracle Ste 191		Red Lobster Fire Alarm 11695 N Oracle		Cabali Tiki T.I. 8195 N Oracle Ste 125
Lewis & Ivey Salon T.I. 1880 E Tangerine Ste 160				Cold Beer & Cheeseburgers T.I. 7315 N Oracle Ste 141
Van Gogh Experience T.I. 11975 N Oracle				Brutal Doodle Tatoo T.I. 7980 N Oracle Ste 100
Catalina Behavioral Health T.I. 16336 Forecastle				
Shell Building 7400 N Oracle				
Bailey Vet T.I. 10140 N Oracle				
Stretch Lab T.I. 10515 N Oracle Ste 169				
GRFD Admin HQ 1600 E Hanley				

Fire Marshal Akins

- Attended the Chief Interviews for the fire inspector testing process
- Met with the newly appointed Assistant Chiefs
- Attended re-occurring meetings to include TOV pre-construction/DRC/Traffic, Joint Fire Investigations, Fire Chief Status, BC/DC, Chief Planning and Logistics, GRFD Fire Board, SAFMA, AFMA, Shark Tank, TOV Traffic Safety, and FLS Staff

Education/Committees/Training Activities

- Inspector Filener passed the ICC Fire Inspector I test.
- Inspector Hurley presented at Mesa Verde Elementary School teacher's "on-board" class
- DFM Drake attended the Courtroom Testimony class at the National Fire Academy

GRFD Fire Investigations

Date	Type of Call	Property Use	Estimated Property Loss	Estimated Content Loss	Estimated Property Save	Estimated Content Save
01/06/23	House Fire	One-Two Family Dwelling	\$31,253	\$10,418	\$177,098	\$93,758
01/09/23	House Fire	One-Two Family Dwelling	\$25,648	\$2,565	\$487,310	\$253,914
01/13/23	Mobile Home	One-Two Family Dwelling	\$8,000	\$0	\$0	\$0
01/31/23	House Fire	One-Two Family Dwelling	\$166,257	\$97,828	\$220,490	\$95,546
02/03/23	Mobile Home	One-Two Family Dwelling	\$1,125	\$200	\$6,375	\$200
02/14/23	House Fire	One-Two Family Dwelling	\$0	\$2,000	\$264,324	\$130,162
03/21/23	Building Fire	Commercial - Business	\$337,637	\$180,877	\$144,701	\$60,292
04/06/23	Building Fire	One-Two Family Dwelling	\$3,465	\$1,733	\$343,083	\$171,541
04/19/23	House Fire	One-Two Family Dwelling	\$0	\$300	\$261,005	\$130,203
04/23/23	Vehicle Explosion	Travel Trailer	\$20,000	\$1,000	\$0	\$9,000
05/08/23	House Fire	One-Two Family Dwelling	\$28,258	\$14,129	\$254,322	\$127,161
05/25/23	House Fire	One-Two Family Dwelling	\$300	\$100	\$312,454	\$156,277
06/07/23	House Fire	One-Two Family Dwelling	18241	9121	\$164,173	\$82,086
06/14/23	House Fire	One-Two Family Dwelling	\$59,055	\$47,244	\$177,167	\$70,867
07/09/23	Brush Fire	One-Two Family Dwelling	\$0	\$0	\$397,542	\$0
07/26/23	House Fire	One-Two Family Dwelling	\$129,748	\$72,983	\$194,623	\$30,137
08/02/23	Building Fire	Commercial - A3	\$81,222	\$81,222	\$730,995	\$324,887
08/11/23	House Fire	One-Two Family Dwelling	\$7,236	\$1,809	\$354,550	\$179,084
		TOTAL	\$917,445	\$523,529	\$4,490,212	\$1,915,115

- On August 2, 2023 a residential structure fire was reported in Golder Ranch Fire District
 - The area of origin was in a storage area on the east side of structure
- On August 2, 2023 a residential structure fire was reported in Northwest Fire District
 - GRFD assisted with the origin and cause investigation
- On August 11, 2023 a residential structure fire was reported in Golder Ranch Fire District
 - The area of origin was in a barbeque/outdoor kitchen structure
- On August 12, 2023 a residential structure fire was reported in Northwest Fire District
 - GRFD assisted with the origin and cause investigation
- On August 21, 2023 a residential structure fire was reported in Northwest Fire District
 - GRFD assisted with the origin and cause investigation
- On August 29, 2023 a residential structure fire was reported in Golder Ranch Fire District
 - The area of origin was next to a shed on the property at the location of a stack of hand sanitizer bottles

GOLDER RANCH FIRE DISTRICT

BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Scott Robb, Assistant Chief of EMS & Fire Response

DATE: September 19, 2023

SUBJECT: EMS & FIRE RESPONSE ASSISTANT CHIEF'S REPORT

ITEM #: 7C

REQUIRED ACTION: ☒ Discussion Only ☐ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☐ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☐ Legal Review

BACKGROUND

This allows for the operations Assistant Chief to provide updates to the Governing Board on the following areas:

- Operations
- Emergency Medical Services
- Professional Development
- Health and Safety
- Wildland
- Honor Guard/Pipes and Drums
- Special Operations
- Community Services
- Public Relations

RECOMMENDED MOTION

No motion is necessary for this agenda item.



ASSISTANT CHIEF'S REPORT

Emergency Response/Professional Development – Scott Robb

August 2023



Training Drill

EMS

EMS Training

- Arizona Ambulance Association (AzAA) conference was held in beautiful Flagstaff, AZ and was well attended.
 - Many GRFD personnel had the opportunity to attend as well.
- Working with Professional Development with the upcoming captain's process.
- October Skills Lab will be in conjunction with Professional Development's Company Readiness Drills (CRDs).
- University of Arizona EMS (UAEMS) training is issued monthly via Vector Solutions.
 - August's topics were Southern Az Emergency Medical Services (SAEMS) Regional Communication Protocol, Pediatric Cardiac Arrest, Airway Management, Vascular Access, Pharmacology, and to Investigate Unique Causes of Pediatric Cardiac Arrest.

Other Items of Interest

- Received performance benchmarks from Medical Direction for the following areas:
 - Chest pain
 - Cardiac arrest
 - Stroke
 - TBI

Performance-based benchmarking guides the EMS Division in targeting efforts for improved patient care outcomes.

- The new Power Pro 2 Gurneys by Stryker have been delivered and placed on five frontline units with great feedback.



EMS Team

- Emergency Department (ED) wait times have been leveling out. We continue to have tight communication with hospital liaisons to find efficient ways of maintaining quick patient transfers.
- Continued collaboration with all hospital partners and EMS agencies.
- Continued monthly meetings with the EMS Team to continuously improve communication across all three shifts with EMS Captain (EC) talking points.
- The Administrative EC and Operations ECs continue to meet with GRFD's Medical Director and Deputy Director from Banner University Medical Group (B-UMG), focusing primarily on policies and processes.
- EMS Captains continue to monitor the narcotics process.
 - The program is working as intended.
 - Kudos from Medical Direction, stating our processes are top notch.
- ECs continue tight communication to collaborate with area EDs for smooth and quick offload times.
- The EMS Division published its first newsletter, "The Pulse of Golder Ranch."
 - The newsletter highlighted many talking points from the trimester skills lab and provided up-to-date information to District providers.
 - Great feedback from the field.
- The EMS staff attended Fire Rescue International (FRI) in Kansas City, MO.

Monthly EMS Stats

Month of August Details

Transports +/- From Last Month

MD372	0	0
MD376	0	0
MD379	0	0
PM370	71	-1
PM371	0	0
PM372	0	0
PM373	81	9
PM374	0	0
PM375	80	9
PM376	101	-21
PM377	91	-3
PM379	0	0
PM380	125	-2
PM381	24	8

Interfacility +/- From Last Month

0	0
0	0
0	0
0	-4
0	0
0	0
0	-1
0	0
2	-3
1	-2
0	-2
0	0
0	0
0	-1

Transports +/- for the Month

Total Transports for the Month to Date: 570
+/- From Last Month -1
Total Responses 582
Transport % 98%

Interfacility +/- for the Month

Total Inter-facility for the Month to Date: 3
+/- From Last Month -13

Fiscal Year Details for 2022-23

Transports

Fiscal Year to Date: 1,138
Last Fiscal Year to Date: 1,132
+/- From Last Month 6
Total Responses 1,156
Transport % 98%

Interfacility

Transports Fiscal Year to Date: 8
Last Year to Today Last Year: 25
+/- From Last Month -17

Professional Development

Courses/Training

- Instructor II Course
 - All participants passed the Instructor II course.

2022-02 Probationary Year

- Module III books were due August 14, 2023.
- Module IV books have been assigned and will be due November 6, 2023.
- Module III and IV practical testing will be November 13th, 14th, and 15th.

23-01 Probationary Year

- Module III books were due August 14, 2023.
- Module IV books have been assigned and will be due February 12, 2024.
- Module III and IV practical testing will be February 20th, 21st, and 22nd.

Miscellaneous

- Planning 2023 Fall I Company Readiness Drill (CRD)
 - Being planned for October in conjunction with the EMS CE.
 - Topic to be covered will be Firefighter Survival.

Promotional Processes

- Captain Promotional Process announced.
 - Applications were due August 14, 2023.
 - Written exam will take place September 5, 2023.
 - Oral boards are scheduled to take place September 12 and 13, 2023.
 - 40-Hour Captain promotional process will start September 18, 2023.
- Engineer Promotional Process announced.
 - Promotional workshop was held August 28th and 29th.
 - Applications are due September 29, 2023.
 - Written exam will take place on October 19, 2023.
 - Oral boards are scheduled to take place October 23-27, 2023.
 - 40-Hour Engineer promotional process will start October 30, 2023.

Recruitment Team

- Attended informational session at Pima Community College Fire Science Program.

Car Seat Program

- Three car seat installs were done in August.
- Attended the 2023 International Child Passenger Safety Conference in Oklahoma City.
 - Great conference with tons of new and updated information.
 - Received eight continuing education (CE) hours.



Health and Safety

Golder Ranch Fire District Yoga

- Hosted the inaugural GRFD Yoga class for all staff.
 - It was an impromptu invite, but the turnout was great, and the response was awesome.
 - All personnel that attended enjoyed the stretch and the bonding experience.
 - I am proud of everyone, schedule will be coming out soon.



Health & Safety Day

- Will be held September 21, 2023 at Casino del Sol.
- Members of the Peer Fitness and Peer Support teams will attend.
- Event is sponsored by the Greater Tucson Fire Foundation.

Safety Committee

- Meeting will be September 14, 2023, at Station 380 (0900).
- Policy 907 – Heat Illness Prevention Program.

- Incident Safety Officer (ISO) policy and procedure for on-scene responsibilities to include TFD and NWFD.
- Extractor install and use.
 - In-service training developed and anticipating purchase and deliver of units.
 - Health & Safety purchased 11 units from AZ PPE.
- Discuss turnout specifications and new “cuffed” system and received Northwest Fire District (NWFD) specs.
- Educational piece to be done by Schobel and Health & Safety on the importance of having a primary care physician (PCP).



August Safety Committee Meeting

PPE Committee

- Combined LN Curtis with hood discussion, particulate hoods being mandated by 2024, will have 1 year to comply with NFPA standard.
- GRFD and NWFD agreed to move forward with purchase of the INNOTEK particulate filter hoods to continue the hood exchange program.
- AP 379 in service with all necessary loaner program turnouts, reduced available sets to 50.
 - The system has been utilized on numerous fires and working through small details.
 - Great work by staff of AP379.



Firefighter Kreitner trying out the new INNOTEK hood

Peer Fitness Program

- Conducted a Peer Fitness Trainer (PFT) meeting with 8 team members to discuss goals and develop a plan for utilizing PFTs for the following:
 - Research options for apps and daily workouts for station and administrative use.
 - Coordinated communication on the Microsoft Teams platform.
 - Standardized fitness equipment list at each station.
 - Coordination and implementation of 45/90-day improvement plan.
 - Coordinating PFT availability to ALL personnel.
 - Return-to-work assistance being utilized.

PPE Maintenance/Cleaning Program

- PPE maintenance/cleaning program implementation (improved 5-6-month delivery on new turnouts).
- Extractor/cleaners delivery and installation plan:
 - 11 units ordered along with the additional discounted unit from AZ PPE.
 - Each station to receive a new unit with automatic soap dispenser and all equipment required for proper PPE decontamination and maintenance.
- Z-racks (drying racks), fan, brushes, gowns, and face shields all distributed.
- Inspection check sheet on OpIQ adjusted, still needs some improvement.
- Instructional class on PPE exchange program/cleaning process (North to all personnel).
- Collection, inventory, inspection, and cleaning are being completed.
- Stock AP379 with adequate loaner sets (50) and stock for Supply shed (50).
- Health & Safety Division to inventory and record all turnouts in the District.
 - Provide updates to OpIQ and explore purchasing options for future savings.

Physical Fitness, Wellness, Health and Safety

- GPAT now moved to January 2024.
- Return-to-work (RTW) process – 4 more suppression personnel were cleared for full duty.
- Outfitting all front-line apparatus with approved collapsible road cones (DOT regulations).
 - 8/10 stations up-to-par on front-line apparatus (still in ordering phase with Supply).
- 1582 schedule coordination.
 - 3rd quarter appointments wrapping up.
 - 4th quarter to be scheduled for mid-September with additional labs for personnel.
 - Labs will now include Vitamin D, uric acid, testosterone, and Apolipoprotein B (ApB).
 - Enrolling all administrative personnel interested in an annual physical from 1582; tentatively scheduled for March 2024.
- EC 377 identification tags in for SAFETY on all hazardous scenes, still anticipating the delivery of SCBA identifiers.
- Working with AP379 to develop PowerPoint training for all REHAB operations and turnout exchange to share with Tucson Fire Department (TFD) and NWFD.
 - Working through footwear implementation for post fire procedure.
 - Hood exchange program research and development.

Wildland

Recent Assignments

- Scott Petersen – returned safely from Montana on a logistics assignment for a wildland fire where he served as a single resource, Base Camp Manager. The vehicle, shop 2036, is at Fleet for post-fire inspection.
- Cottonwood Ridge Fire - Wildland Team member Captain Spanarella responded as a single resource Safety Officer Trainee to the Cottonwood Ridge Fire.
- Captains Waldorf, Kroger, and Strieter were deployed on a special hand crew assignment in California to tackle a wildland fire, a highly specific request for their unique qualifications.
- Wildland crews were dispatched to a fire in the Coronado National Forest.

Current Projects

- Purchase of 20 new BK Wildland radios has been completed and they will be here by the end of the year.
- The new Type 3 is near completion and the final inspection is being done.
- The Wildland Team is working with Pima County Wireless Integrated Network (PCWIN) on the Next Gen radios.
- The Wildland Team will be working with the State of Arizona on a fuels program to assist with a fire break between Catalina State Park, Catalina, and parts of Saddlebrooke.

Updates

- Scott Petersen and Dean Stevens recently became engine bosses.

Honor Guard/Pipes and Drums

Honor Guard

- Zero expenditures for August, monthly total: \$0.00.
 - District credit card and Honor Guard budget is all squared up.
- 8/4 – Monthly HG meeting
 - The HG team conducted interviews for new members at our monthly meeting. We selected Wood, Labas, and Steele as new Honor Guard members. We have already started the long and expensive process of outfitting our new members. Basic drill training will start at our September monthly meeting.
- 8/24 – Miller attended Cal Fire funeral

Pipes & Drums

- Purchased updated shirts and caps for several members.
- No events in August.
- The Pipes & Drums team conducted interviews and hired two new members onto the team, both experienced musicians:
 - Landon Holzhauer (drums)
 - Scott Ellis (bagpipes)

Special Operations

Training

- The GRFD Special Operations Team sent multiple new members to participate in a Rope Rescue Operations course. The class was put on by the region and took place at Rio Rico.
- Paramedic Dominic Rhodes represented GRFD as part of the regional team that participated in an advanced Trench Rescue course. Dominic proudly represented Golder Ranch and brought back a lot of valuable knowledge that he was excited to share with the team.

Calls

- With one of the hottest months recorded in our area and a quieter start to the monsoon season, the GRFD Special Operations Team has had a quiet month with hiker and swift water rescues. No significant rescues or special operation responses in August.

Community & Media Relations

Events:

- Saddlebrooke station tour at 373
- Station tour at 370
- Last-minute station tour request at Station 370 from resident for son's birthday
- Water spray at Copper Creek Elementary's Hawk Walk
- Ride along at Station 379
- Ride along at Station 380
- Rockin' 4 Heroes event planning meeting with organizers, Chief Tom Brandhuber and Oro Valley Police Department
- Tucson Electric Power internal and external communications strategy meeting
- Cox Media marketing meeting
- Dashboard presentation during Leadership Team meeting
- Coffee with a Firefighter event planning meeting with Savaya Coffee
- Public Safety Announcement (PSA) video shoot with Chief Brandhuber, Pima County and Pima County Sheriff Chris Nanos
- Arizona Daily Star interview with Battalion Chief Adam Jarrold on national highlight of 2021 swift water rescue and Golder Ranch Fire District



- KGUN 9 interview on cancer battle and cancer in the fire service with Firefighter/Engineer Gary Schobel, Firefighter Ryan Schobel, and Chief Tom Brandhuber
- KVOA interview on Drowning Impact Awareness Month with Battalion Chief Adam Jarrold
- Phone interview with ILoveOV.com with Chief Brandhuber on Golder Ranch Fire and fire service career
- 100 Club presentation for Gary Schobel at Station 380

Community Presence:

- Press release and online posts for Drowning Impact Awareness Month showcasing Oro Valley Aquatics Center lifeguard training session and Cool Pool Rules
- Press release and online post on assistant chief promotions
- Online community alert for a fire that broke out in an office building near La Cañada and Magee
- Online community alert on EN-377 response to rollover accident at Oracle and La Reserve
- Online community alert on a fire in an outdoor cooking area near home in Golder Ranch Drive and Coronado Forest Drive area
- Online community alert on three-vehicle collision involving a rolled over semi-truck at Tangerine and La Cañada Dr.
- Online community alert on pallet fire that spread to a small trailer near Columbus and Magoo
- Highlight of a bobcat encounter during a fire inspection
- Highlights out of monthly board meeting
- Shared Brett Houser Family Care Fund information from NTFFA Union on various social media platforms
- Online birthday highlight for Health and Safety Captain Jeremy North
- Created online post on announcement of Golder Ranch Fire EMS Division's establishment of the Randall Watts EMS Provider of the Year Award



- Community highlight for Engineer Cory Kappel's 30 years of service and Engineer Andrew Baumann's retirement
- Online post on third PSA video with Northwest Fire District and Tucson Fire Department
- Online posts promoting PSA video with Chief Tom Brandhuber, Pima County and Pima County Sheriff Chris Nanos
- Highlight of station tour at Station 370 with C-shift crew
- Shared training video from Station 380 B-shift crew to various social media platforms
- Highlight of EN-377's public assist snake removal call (received local, State, and national media attention)
- Highlight of media story on Gary and Ryan Schobel
- Highlight of thank you notes and artwork from residents
- Labor Day online post



Social Media and Online Presence Totals:

- Facebook impressions increased to 136,300, reach 90% increase to 86,500 and engagement is 22,500
- Instagram reach in July increased to 3,700 followers increased by 3%
- Twitter impressions increased to 42,000, top media tweet was snake call by EN-377

Future Projects and Events:

- Several September 11th events throughout community and dinner delivery to stations by Catalina Elks Club
- Firefighter of the Year presentation on Thursday, Sept. 14th. Firefighter/Paramedic Dominic Rhodes will be highlighted, and Captain Jeremy Rinder will say a few words about him
- Ongoing preparations underway for big events in October: Fire Prevention Week, Rockin' 4 Heroes, and State of the Town of Oro Valley
- Hispanic Heritage Month highlights
- Press releases on upcoming promotions

Golder Ranch Fire District Call Load Breakdown

August 2023

CALL TYPE	370	372	373	374	375	376	377	378	379	380	TOTAL
Aircraft											0
Brush / Vegetation	1						2	1			4
Building										1	1
Electrical / Motor											0
Fires - All Other	3									1	4
Gas Leak											0
Hazmat											0
Trash / Rubbish											0
Unauthorized Burning	2				1						3
Vehicle					1						1
Total Fire	6	0	0	0	2	0	2	1	0	2	13
Animal Problem			1		1					1	3
Animal Rescue											0
Assist -Other	20	8	53	20	25	5	10	18	4	4	167
Battery Change		1	8		3			3			15
Bee Swarm									1		1
Defective Appliance			1								1
Invalid Assist	1		34	15	10	5	9		9	8	91
Snake	27	10	34	35	63	50	59	26	35	40	379
Lockout											0
Fire Now Out					1	1	1				3
Total Service Calls	48	19	131	70	103	61	79	47	49	53	660
Alarms (Fire, Smoke, CO)	6	1	7	7	7	2	8	2	5	8	53
Cancelled / Negative	12	1	2	2	6	1	9	6	7	14	60
Smoke / Odor Invest.	2		2		1		4				9
Total Good Intent	20	2	11	9	14	3	21	8	12	22	122
Motor Vehicle Accident	3		1	1	3	4	8	3	5	6	34
Rescue-high, trench, water	1				1						2
Interfacility Transport					2	1					3
All Other EMS Incidents	76	12	139	93	87	72	107	25	130	154	895
Total EMS Type	80	12	140	94	93	77	115	28	135	160	934
TOTAL ALL	154	33	282	173	212	141	217	84	196	237	1729
Percentage of Call Load	9%	2%	16%	10%	12%	8%	13%	5%	11%	14%	100%
Average Calls Per Day	4.97	1.06	9.10	5.58	6.84	4.55	7.00	2.71	6.32	7.65	55.77
Patients Transported			540								
Last 12 Month Call Load			19667								
Last August Call Load			1627								

GOLDER RANCH FIRE DISTRICT

BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Mike Price, Division Chief of Logistics

DATE: September 19, 2023

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE DECLARATION OF DISTRICT ITEMS AS SURPLUS AND DIRECTION TO STAFF TO ADD DECLARED SURPLUS ITEMS TO A PUBLIC AUCTION SITE

ITEM #: 8A

REQUIRED ACTION: ☐ Discussion Only ☒ Formal Motion ☒ Resolution

RECOMMENDED ACTION: ☒ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☐ Legal Review

BACKGROUND

The Golder Ranch Fire District has accumulated an item that we no longer use or need. The attached document provides details of the item the district is seeking to surplus through public auction or sale of to a neighboring or local fire department or district. This agenda item's purpose is to request approval to classify the item as surplus and to place it on a public surplus auction site and or approve direct sale. Approved motion will be facilitated at the direction of Division Chief Price.

RECOMMENDED MOTION

Motion to declare listed item presented as surplus and direction for staff to place the item on the public surplus auction site or sell to a neighboring or regional fire department or district.

Exhibit A

Requested items to be declared surplus and to be placed on a public surplus auction site:

Auction Items (Vehicles)

Unit 0070

Year: 2009

Make: **Ford**

Model: F-150

Mileage: 152,683

VIN: 1FTNF20539EA07990

Running Condition: Poor

Engine type size: 5.4L

Transmission: Automatic

Summary:

This is a 2009 Ford F-250 extended cab with a 5.4L engine that is in poor condition. The vehicle runs but it has many electrical issues, and it also needs a body module replaced. The interior is in poor condition and in general the unit needs a lot of repairs.

Condition: Excellent
 Good
 Poor
 Unknown





GOLDER RANCH FIRE DISTRICT

Fire ~ Rescue ~ Ambulance
3885 E. Golder Ranch Drive
Tucson, Arizona 85739

Chief Tom Brandhuber

RESOLUTION NO. 2023-0009

A RESOLUTION OF THE GOVERNING BOARD OF THE GOLDER RANCH FIRE DISTRICT DECLARING THE LISTED ITEMS AS SURPLUS AND DIRECTION TO STAFF TO DISPOSE OF THE DECLARED SURPLUS ITEMS IN SUCH A WAY THAT BEST MEETS THE NEEDS OF THE DISTRICT

The Golder Ranch Fire District Governing Board hereby adopts and sets forth the following Resolution:

WHEREAS, the Golder Ranch Fire District is a fire district and political subdivision of the State of Arizona, and is duly organized and existing pursuant to the constitution and laws of the State; and

WHEREAS, the Golder Ranch Fire District is the owner of the list of District property as described in Exhibit A, attached to this document, as surplus to the needs of the District; and

WHEREAS, the Golder Ranch Fire District has determined that the items listed in Exhibit A are no longer of any value to the District, do not serve a useful function and are not required for the continued effective operation of the District.

NOW, THEREFORE, BE IT RESOLVED; the Governing Board of the Golder Ranch Fire District declares the item listed on Exhibit A, attached to this resolution, as surplus property and is no longer of need to the District; and

BE IT FURTHER RESOLVED that the Golder Ranch Fire District Governing Board directs staff to dispose of such declared items in a way that best meets the needs of the District in accordance with state statutes.



GOLDER RANCH FIRE DISTRICT

Fire ~ Rescue ~ Ambulance
3885 E. Golder Ranch Drive
Tucson, Arizona 85739

Chief Tom Brandhuber

ADOPTED AND APPROVED on this 19th day of September 2023, at a duly noticed public meeting of the Golder Ranch Fire District Governing Board.

Vicki Cox-Golder
Chairperson of the Governing Board
of the Golder Ranch Fire District

ATTEST:

Sandra Outlaw
Clerk of the Governing Board
of the Golder Ranch Fire District

**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Fire Chief Tom Brandhuber

DATE: September 19, 2023

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE UPDATED
MEMORANDUM OF UNDERSTANDING BETWEEN GOLDER RANCH FIRE
DISTRICT AND NORTH TUCSON FIRE FIGHTERS' ASSOCIATION LOCAL 3832

ITEM #: 8B

REQUIRED ACTION: ☐ Discussion Only ☒ Formal Motion ☒ Resolution

RECOMMENDED ACTION: ☒ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☒ Legal Review

BACKGROUND

The Board approved the existing MOU on May 17, 2022. Included in the document was a section 5.08 Health Care Trust. Within this section, there were no details, only a commitment to implement a plan in FY2023/2024. A plan was identified and adopted through the District approved 2023/2024 budget. Also, clarification was made to members who can be represented by L3832. Additionally clean up to formatting, grammar, and definitions was completed in the document.

RECOMMENDED MOTION

Approve the amended Memorandum of Understanding as presented.



MEMORANDUM OF UNDERSTANDING

~~July 1, 2022~~September 19, 2023
to June 30, 2024

This Memorandum of Understanding made and entered into on ~~June 24th, 2022~~September 19, 2023, by and between, the Golder Ranch Fire District, hereinafter referred to as the "District" and the North Tucson Firefighters Association, International Association of Fire Fighters Local 3832, hereinafter referred to as the "Local 3832", the District and Union recognize all members of the Golder Ranch Fire District as outlined in Resolution need new number ~~2014-0004~~ and herein referred to as "members," are governed by this Understanding.

GRFDAZ.GOV & NTFFA.ORG

PREFACE

- A. WHEREAS, the District and the Union have reached this complete agreement concerning wages, hours, and working conditions as contained in the Memorandum of Understanding; and
- B. WHEREAS, the Golder Ranch Fire District Governing Board has reviewed the entitled "Memorandum of Understanding between the Golder Ranch Fire District and the North Tucson Firefighters Association, International Association of the Fire Fighters Local 3832".
- C. WHEREAS, the North Tucson Firefighters Association, International Association of Firefighters Local 3832 is recognized as a representative of all dues paying union members through the rank of Captain, Deputy Fire Marshal, and Fleet Maintenance Supervisor; and
- D. NOW, THEREFORE, BE IT RESOLVED that the Golder Ranch Fire District Governing Board met in a duly noticed public session on ~~June 15th, 2021~~ September 19, 2023 and upon a vote of ___ approved the execution of the Memorandum of Understanding between the Golder Ranch Fire District and the North Tucson Firefighters, International Firefighters Local 3832; and
- E. BE IT FURTHER RESOLVED that the Agreement, attached hereto is hereby adopted, and shall be in full force and effect from the date of the Governing Board adoption; and
- F. BE IT FURTHER RESOLVED that the parties hereby acknowledge that the provisions of the Memorandum of Understanding are not intended to abrogate the authority and responsibility of the District as a government entity provided for under the statutes of the State of Arizona.

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DEFINITIONS

ASRS - Employees who are not assigned hazardous duty, or those not eligible for PSPRS are eligible to participate in the Arizona State Retirement System (ASRS), as defined by Arizona revised statute title 38.

Non-Uniformed - Employees and volunteers who are not engaged in fire suppression, code enforcement, or fire investigations as part of their primary duties.

PSPRS - Employees who are assigned hazardous duty, are eligible to participate in the Public Safety Personnel Retirement System (PSPRS), as defined by Arizona revised statute title 38. PSPRS plans are not governed by the District. Details of the PSPRS plans are available through the PSPRS website, PSPRS Local Board, or Human Resources.

Uniformed - Those employees, regardless of rank, who may perform fire suppression, code enforcement, and fire investigation duties as part of their primary duties as uniformed, appointed, or elected members of the Golder Ranch Fire District.

Work Schedule (Uniformed) –

1. The workday begins at 0800 hours and ends the following day at 0759 hours.
2. The workweek for GRFD suppression personnel is Monday through Sunday, beginning at 0800 hours.
3. The work period for purposes of calculation of overtime is 28 days.
4. Uniformed members may work any of the following weekly schedules:
 - a. A 56-hour suppression work schedule
 - b. A 40-hour suppression work schedule

Work Schedule (Non-Uniformed) –

1. The workweek for GRFD personnel is Monday through Sunday.
2. The work period for purposes of calculation of overtime is time worked over 40 hours within a work week, for hourly non-exempt employees.
3. Non-Uniformed members may work the following schedule:
 - a. A 40-hour work week.

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ARTICLE I. RIGHTS

SECTION 1.01 RIGHTS OF THE DISTRICT

- A. Local 3832 recognizes that the Governing Board, with and through the Fire Chief, shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law, GRFD Policy and operational need with respect to determining the level of and the way the Fire District's service delivery activities are conducted, managed, and administered.
- B. Local 3832 recognizes that every incidental duty enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties as assigned shall be performed by the members.
- C. Local 3832 recognizes that the Fire Chief shall determine and establish methods and processes by which duties are performed.
- D. Local 3832 recognizes that except as otherwise specifically provided in the MOU, the District and the Fire Chief or designee retain unqualified all rights and authority to which, by law, GRFD policy and operational needs, they are entitled.

SECTION 1.02 FISCAL EMERGENCY

- A. If, during the term of this MOU, the District experiences loss of revenue or legal requirements that are not resolved during the budget year which would result in the layoff of Local 3832 members, or the serious curtailment of services provided to the citizens of the Golder Ranch Fire District, this MOU may be re-opened.
- B. The following provisions shall apply to this opening in a fiscal emergency:
 - a. The Fire Chief shall notify the Governing Board that a fiscal emergency exists and seek authorization to meet with Local 3832 to open the MOU.
 - b. The Fire Chief shall notify the Local 3832 President, in writing, of the need to reopen the MOU. Such notice shall include the rationale and the anticipated amount of District budget shortfall that needs to be resolved to alleviate the need to lay off Local 3832 members or severely curtail services provided to the Citizens of the Golder Ranch Fire District.
- C. Golder Ranch Fire District and Local 3832 shall meet and confer in good faith for a period of no more than 30 calendar days, from the original date of the notification that the MOU was reopened, to reach agreement on how best to address the fiscal emergency. The scope of the re-opened MOU discussions shall be limited to the specific reasons for which the fiscal emergency pertains. The initial 30-day period may be extended up to an additional 30 days if agreed to by the Fire Chief and Local 3832 President. Additional extensions, if necessary, may only be granted at the discretion of the Governing Board.
- D. Recommended modifications to the MOU shall be submitted to the Governing Board who maintains responsibility for final determination as to the acceptance, rejection, or alteration of the proposed modifications. Local 3832 maintains the ability to address the Governing Board with respect to any proposed modifications at a Board Meeting where modifications are considered by the Governing Board.
- E. Should Golder Ranch Fire District and Local 3832 be unable to reach agreement on proposed modifications to the MOU within the time periods set by this provision, the Governing Board will determine and establish all remedies necessary to address the identified issues. Local 3832 maintains the ability to address the Governing Board with respect to any identified issues.
- F. This section shall only apply if the general population of Golder Ranch Fire District's workforce is subject to the same or greater reduction of pay or benefits or resulting layoffs.
- G. As a last resort, and if only needed, to maintain any level of service, layoffs shall be allowed. In the event there is no other alternative but layoffs, Operational need and district seniority will be used as the determining factor to identify the most efficient and fair layoff, as determined by the Fire Chief.

SECTION 1.03 RIGHTS OF LOCAL 3832

- A. North Tucson Firefighters Local 3832 is hereby acknowledged as the exclusive recognized member organization for all members of Local 3832.
- B. The District shall deduct from the members pay any Local 3832 dues, and/or other Local 3832 specified deductions, after signed and completed Local 3832 forms are provided to the Finance Department by the individual member; except, however, that such deduction shall be made only when the member's earnings for that pay period are sufficient after other legally required deductions are made.
- C. Local 3832 may request a change in dues or deductions during the term of this MOU. However, any changes to dues, deductions, or contributions must have signed and completed Local 3832 forms from each member confirming authorization to change the deduction. The District will provide Local 3832 with deductions elected to be given by its members to Local 3832 either through check or electronic deposit.
- D. The District will provide Local 3832 with copies of signed Local 3832 deduction forms, if authorized by the individual member, for the purposes of communicating and keeping records up to date. This information will not be shared with other individuals or organizations.
- E. The district will provide reasonable space for union equipment.

SECTION 1.04 LEADERSHIP TEAM

- A. The Leadership team may be made up of 5 representatives from GRFD management and 5 representatives of Local 3832.
- B. The Golder Ranch Fire District has a proud history of employees and administration working for the betterment of the Fire District, employees, and ultimately the service we provide our community. The District's administration and Local 3832 representatives both believe that our pool of shared knowledge, experience and understanding is deepened through a Labor/Management process that provides for greater transparency, communication, and fiscal responsibility.
- C. The Leadership Team is not intended to co-manage the organization, rather its intent is to collaborate on organizational issues including wages, benefits and working conditions for the betterment of the organization and the community we serve.
- D. The Leadership team will have the authority by unanimous understanding to create, modify, suspend or rescind any department level, procedure, guideline or practice within this MOU. The Leadership Team may recommend policy creation, deletion or modification to the Governing Board. The Governing Board retains authority over all policy.
- E. No new policy, procedure or guideline that will affect wages, benefits or working conditions will be initiated without going through the Leadership Team.
- F. The members of the Leadership Team representing Local 3832, as well as their designees, will be allowed to work on Leadership Team projects during working hours, subject to the approval of the supervisor providing it does not interfere with the member's primary duties.
- G. If at any time the Leadership Team cannot reach an agreement on any items specific to this MOU, the Fire Chief and Union President will meet and seek mutual resolution. If mutual resolution is not obtained, the Fire Chief's authority for decision making shall prevail. Local 3832 maintains the ability to address the Governing Board, who shall retain ultimate decision-making authority over the matter at a Board Meeting where the decision is before the Board.

SECTION 1.05 RIGHTS OF THE MEMBERS

- A. All Local 3832 members have the right to have any employee or Local 3832 serve as their representative.
- B. Anyone employed by the Golder Ranch Fire District in a non-management position has the right to be represented.

SECTION 1.06 PROHIBITION OF STRIKES AND LOCKOUTS

- A. Local 3832 pledges to maintain unimpaired services by its members as directed by the Fire Chief. Local 3832 shall not cause, condone, counsel or permit members to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the District.
- B. Should any member of Local 3832, during the term of this MOU, and until such time that it is expressly and legally rescinded, breach the obligations of Paragraph A, the Fire Chief or his designee shall immediately notify Local 3832 that a prohibited action is in progress. Local 3832 shall forthwith disavow said strike or other prohibited action and shall endeavor in good faith to cause such members to immediately return to work and/or cease the prohibited activity or, alternatively accept the responsibility for the strike or other prohibited activity.
- C. There shall be no lockout by the District during the term of this MOU.

SECTION 1.07 FORMAL DISPUTE RESOLUTION

- A. It is the intent of the District to use discipline to correct behavior at the lowest level. Most incidents can be corrected with good leadership and verbal counseling. In the event a member needs to have discipline escalated, it will be consistent with Policy.
- B. No member will be disciplined or discharged without cause. Additionally, members shall have the right to be accompanied and represented by any member of Local 3832 or their choice of legal representation or the person of the members' choice.
- C. For grievance procedure, refer to district policy.

SECTION 1.08 REFERENCES

- A. This MOU references policies and procedures of the Golder Ranch Fire District which have been approved by the District through the Leadership Team process.
- B. All revisions pertinent to this MOU, with respect to changes in pay, benefits, and/or working conditions for the members covered under this MOU, from this point on must be approved by the District through the Leadership Team process. To not do so will be considered a violation of this agreement.

ARTICLE II. STAFFING AND SCHEDULING

- A. This article is a general guideline subject to operational needs of the District.

SECTION 2.01 HOURS OF WORK

- A. The hours for members assigned to shift duty shall continue to average fifty-six (56) hours per week. Shifts shall continue to be twenty-four (24) hours in duration, beginning at 0800 and concluding at 0800 of the following day.
- B. The work hours and schedule for members assigned to administrative duty or special assignment are at the discretion of the supervisor consistent with current policy.
- ~~B.~~ Administrative duty applies to union members whose regular work schedule is a 40 hour work week.

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SECTION 2.02 WORK SCHEDULE – MEMBERS ASSIGNED TO SHIFT DUTY

- A. The work schedule shall continue to be a three/four (work/rest) cycle. Each 24-hour shift shall be followed by 24 hours off (unless extra duty is incurred). After the third 24-hour shift of the tour, there will be four days off.
- ~~A.B.~~ Not applicable to Fleet or Fire and Life Safety.

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SECTION 2.03 CONSTANT STAFFING

- A. In order to meet operational needs, the following minimum staffing guidelines should be followed whenever practicable:
- ALS units (ambulances, aerals, and engine companies) should have at a minimum one certified paramedic.
 - Each engine or ladder company should be made up of a Captain, Engineer, Paramedic and Firefighter.
 - Engine companies should not fall below four personnel for more than six hours.
 - Ladder trucks or aerial units should not fall below four personnel.
- B. Special Teams stations should have a minimum of seven members whenever practicable:
- Special ops shall not fall below four team members.
 - Wildland shall not fall below four team members.
- C. The maximum number of members permitted to be off on scheduled PTO per shift will be calculated as 10 percent of the shift's workforce, rounded up to the nearest whole number, except when operational needs dictate maximum staffing is required.
- D. The constant staffing provision is intended for normal daily operations and may only be altered due to extraordinary circumstances or conditions in order to meet the minimum response needs of the community.
- E. When filling vacancies with overtime from the 'available for ED' list, those rank for rank or qualified members with the lowest number of ED hours, based on policy, will be selected first.
- ~~F.~~ Mandatory holdovers refer to policy.
- ~~F.G.~~ Not applicable to Fleet or Fire and Life Safety.

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SECTION 2.04 SHIFT BID PROCESS

- A. The District and the North Tucson Firefighters will provide a seniority bid process for positions that become available due to new stations, retirements, promotions, demotions, new positions, etc.
- B. The District and Union will maintain a seniority list and track the shift bid process through the designated scheduling system and a representative of Local 3832.
- C. District will allow a rebid process every four years, or as needed at the discretion of the Fire Chief.

D. Special Ops and Wildland team's stations will be staffed by assignment.

E. Not applicable to Fleet or Fire and Life Safety.

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SECTION 2.05 SHIFT TRADE

- A. Shift trades are defined as members being permitted to request one or more of their suitably qualified colleagues (rank, qualifications, certifications, and specialty station assignments) to work one of their scheduled shifts and, in exchange, work one of their colleague's future scheduled shifts.
- B. The hours worked on a shift trade shall be excluded from calculating the hours for which the substituting member would otherwise be entitled to overtime. Shift trades must be approved by the member's direct supervisor and recorded on the scheduling program. Trades must be voluntary and reciprocated within a rolling year, and attendance is the responsibility of the member who accepts the shift trade.
- C. Members that request Unscheduled PTO on a shift trade shall have their PTO deducted manually by the scheduler, and the District will pay no compensation.

D. Circumventing the shift bid system with shift trades shall not be permitted.
D.E. Not applicable to Fleet and Fire and Life Safety.

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SECTION 2.06 SENIORITY

- A. Seniority date is defined as beginning at the date the member was hired full time.
- B. Local 3832 and the District will be responsible for maintaining an accurate and up to date seniority list.
- C. Academy/Promotional ranking of seniority will be based upon total accumulative performance testing scores.
- D. In the case of a tie, the suppression seniority list shall be used following the criteria below:
 - a. Off Probation Date – The date personnel successfully complete promotional probationary year.
 - b. Promotional List Ranking/Score, if available - Every effort shall be made to verify testing scores and rankings through training and/or human resources. However, if the ranking or score is unavailable, the next criteria shall be used.
 - c. Hire Date - earliest uninterrupted date of hire with Golder Ranch Fire District leading to a position as a full time firefighter/fire-medic.
 - d. Class Ranking, if available - The person achieving the highest grade point average or who finished highest overall has seniority.
- E. A member will lose their seniority if the member quits, is terminated.
- F. If a member is demoted for disciplinary reasons, they will assume seniority at the bottom of the newly assigned classification.
 - a. For an approved self-demotion to a previous classification i.e., chooses to go from Captain to Engineer, the seniority will be based on the member's consecutive time in the previous position.
 - b. Any member that reverts back or self-demotes to the rank of firefighter, seniority will be based on the member's hire date.
 - c. Members may not self-demote if no open position at the lower rank is available.
 - d. If a member is reclassified to a lower position they will be placed into a step that is a full step reduction in pay in the new lower grade. The Member may not exceed the top step of rank they have demoted to.

G. Not applicable to Fleet and Fire and Life Safety.

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ARTICLE III. COMPENSATION ADMINISTRATION

SECTION 3.01 COMPENSATION

- A. Compensation for district members will be based on a “Market Analysis” of the following fire agencies to the extent available:
 - a. Northwest Fire District
 - b. Central Arizona Fire & Medical Authority
 - c. Superstition Fire and Medical District
 - d. Bullhead City Fire Department
 - e. Timber Mesa Fire and Medical District
 - f. Tucson Fire Department
 - g. Phoenix Fire Department
 - h. Chandler Fire Department
 - i. Scottsdale Fire Department
 - j. Mesa Fire and Medical Department
- B. “Market Analysis” shall be completed and evaluated every two years (even years) for competitiveness and the salary scale for each position will be between 95%-105% of the survey. Those positions that are not in this range should be adjusted accordingly.
- C. All eligible members, on their anniversary date, shall receive a step increase provided they meet District standards and are in good standing with the district.
- D. Statutory overtime is hours compensated at 1.5 times the regular rate to non-exempt members on a suppression schedule over 212 hours in a 28-day pay cycle.
- E. Full-time suppression members are scheduled hours that qualify for overtime compensation as regulated by the overtime provisions of the Fair Labor Standards Act. The total hours paid to a member on a suppression schedule in a year are 2,912, of which 156 hours are compensated at 1.5 times the member's regular rate.
- F. Non-exempt members shall not work over seventy-two (72) hours consecutively.
- G. PTO used will be considered as hours worked in the determination of scheduled overtime compensation.

SECTION 3.02 SPECIAL TEAM ASSIGNMENTS & WAGE DIFFERENTIALS

- A. Special Teams will be defined as the “Special Operations Team” (hazmat & TRT) and the “Wildland Team”.
- B. The Golder Ranch Fire District will maintain no more than seven Special Teams members at each special team's stations.
- C. Special Operations will be housed at station 377 and Wildland will be housed at station 370, subject to change based on operational needs.
 - a. Special teams' stations will not be eligible to participate in the bid process.
 - b. Selection for special team's assignments will be conducted through a formal process.
 - c. Performance of team members will be reviewed annually and may include annual interviews.
 - d. Members of the Special ~~Operations Teams~~ who are appropriately certified will receive a wage differential of \$1.00/hr. when assigned to the special team's station. Members assigned to the Special teams may be required to deploy outside the District for extended periods.
 - ~~e. Members of the Wildland Team who are appropriately certified will receive “on-call pay” consistent with GRFD Policy for a Wildland Coordinator position that will rotate with those qualified. Members assigned to the Wildland Team may be required to deploy outside the District for extended periods.~~
- ~~D. Captains, Engineers, Paramedics and Firefighters that are in a 40-hour assignment position will receive an increase of 5% to their base hourly rate for administrative assignment pay.~~
- ~~E.D.~~ Members floated will be compensated for travel per policy.

~~F.E.~~ Assignment pay and wage differentials shall be provided in accordance with District Policy and Procedure.

SECTION 3.03 ACTING PAY

- ~~A. The Golder Ranch Fire District will provide additional compensation to members who act-up into higher positions for a minimum of 6 shifts (144 hours).~~
- ~~B. The member will be compensated consistently with administrative assignments pay at an increase of 5% of their base hourly rate for that pay cycle.~~

A. See district policy.

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ARTICLE IV. BENEFITS

SECTION 4.01 HOLIDAY PAY

- A. ~~Holiday pay shall be provided in accordance with policy.~~ See district ~~policy~~ policy.

SECTION 4.02 PAID TIME OFF

- A. The Golder Ranch Fire District will provide a policy for Paid Time Off (PTO) accrual, utilization, and sell back.
- B. PTO hours will be counted as hours worked.
- C. The below table lists the recognized accrual of PTO hours ~~for uniformed members~~:

Years of Service	Annual Accrual of PTO Hours	PTO Hours/Pay Period
0-5	338	13
5-10	390	15
10-15	416	16
15-20	442	17
>20	468	18

- D. ~~The below table lists the recognized accrual of PTO hours for non-uniform members:~~

YEARS OF SERVICE	ANNUAL ACCRUAL	PER PAY PERIOD
0 - 5	260	10
5 - 10	312	12
10 - 15	364	14
15 - 20	416	16
> 20	442	17

- E. See district policy for definitions of uniformed and non-uniformed member.

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SECTION 4.03 JURY DUTY

- A. See district policy.

SECTION 4.04 BEREAVEMENT LEAVE

- A. ~~The Golder Ranch Fire District will provide a policy for paid time off for bereavement for the death of a member's immediate family member.~~ See district policy.

SECTION 4.05 SUBPOENAS AND COURT APPEARANCES

- A. The Golder Ranch Fire District will provide a policy for paid time off while testifying as a witness in cases arising from the course of employment.

SECTION 4.06 UNION PTO

- A. The Golder Ranch Fire District will allow paid time off (PTO) hours to be donated by members to Local 3832 to be maintained in a separate Union PTO Bank.
- B. Union members leaving regularly scheduled shifts related specifically to Local 3832 business will be allowed

to utilize Union PTO as release time at the discretion of the Local 3832 President or designee, and as approved by the Fire Chief.

- C. The Golder Ranch Fire District will provide Local 3832 with an annual “use it or lose it” 1000 hours of paid time off in each of the fiscal years covered by this agreement.
- D. Local 3832 members leaving regularly scheduled shifts for union business will be allowed to utilize union PTO leave as approved by the Fire Chief or designee.
- E. Procedure for requesting Union PTO is outlined in policy.
- F. Local 3832 will be allowed to receive PTO hours donated by District members on the District’s payroll. After signed and completed forms are voluntarily given by members, the District will direct the elected number of hours from each member’s PTO bank to be considered “Union PTO Hours.” These hours may then be used

by Local 3832 members at the approval of the Fire Chief and the Local 3832 President in accordance with applicable policy. These hours shall roll over year to year.

- G. Union members who are separating (in good standing) from the district may donate half their remaining time to the Union PTO bank up to a maximum of 250 hours.

SECTION 4.07 MILITARY LEAVE

- A. ~~The Golder Ranch Fire District will provide a Military Leave policy that provides members that serve in the Armed Forces paid time off for military duty. See district policy.~~

SECTION 4.08 UNIFORMS

- A. The district will continue to provide a uniform allowance which supports our district and our union's goal of a professional appearance.
- B. Station uniform allowance will be paid on the 1st pay cycle in November, will be \$1,000.00 for each member.

Commented [DA2]: Station uniform sounds like it only applies to suppression. What about Fleet, FLS? Or change to Uniform Allowance

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ARTICLE V. INSURANCE AND RETIREMENT

SECTION 5.01 GROUP HEALTH INSURANCE

- A. The District shall make available group health insurance benefits to eligible full-time members and their dependents.
- B. During this agreement, the District will make ~~annual pay period~~ contributions to all full-time eligible members' Health Savings Accounts (HSA) at an agreed upon monthly amount.
- C. During this agreement, the district will pay a minimum of 80% of the medical insurance premium for coverage for eligible full-time members and their dependents.
- D. The District shall ~~provide at no cost~~ pay the cost to the member, per policy, of the PSPRS a cancer insurance policy, for all active PSPRS members.

SECTION 5.02 DENTAL INSURANCE

- A. Members are eligible to participate in the District's dental plan. The District will pay 100% of the basic coverage for the member. The member will be obligated to pay for the additional cost for increased coverage.

SECTION 5.03 VISION INSURANCE

- A. A vision plan will be made available for full-time eligible members and will be negotiated by the District on the member's behalf, but the cost of the plan, if desired, will be paid by the member.

SECTION 5.04 LIFE INSURANCE

- A. The District shall provide (limited) Life Insurance for the member at no cost.
- B. Upon separation of employment with the District, a member may continue the life insurance at a quoted rate from the insurance company.

SECTION 5.05 DEFINED BENEFITS

- A. The District shall participate in the Public Safety Personnel Retirement System (PSPRS) and follow all Arizona Revised Statutes relating to the PSPRS system. Those members who are not eligible for the PSPRS may participate in the Arizona State Retirement System (ASRS).
- B. During this agreement, the District will continue to fund (via 401a) the 7.65% DROP match incentive for eligible members.
- C. Members who are not assigned hazardous duty, are eligible to participate in the Arizona State Retirement System (ASRS), as defined by Arizona revised statute title 38.

SECTION 5.06 DEFINED CONTRIBUTION PLANS

- A. Members may contribute to the district sponsored defined contribution plans. Plans are administered in accordance with IRS regulations for tax exempt government entities.

SECTION 5.07 GENERAL PLAN COMPARISONS

- A. The District will perform ~~pay-insurance~~ plan and rate comparisons at least once every two years.
- B. These comparisons will be performed by the District's Insurance Broker in conjunction with Human Resource Services (HRS) personnel.

~~C. All findings will be presented to the District's Leadership team for recommendations.~~

~~The union may choose at least two members to participate on the Benefits Committee.~~

Commented [DA3]: Clarification - what committee?

SECTION 5.08 HEALTH CARE TRUST

- A. Working collaboratively to develop for fiscal year 2023-2024 The Golder Ranch Fire District Governing Board approved the request from the North Tucson Firefighters Association IAFF Local 3832 in FY22 to identify and participate in a retirement medical expense reimbursement plan. The North Tucson Firefighters Association IAFF Local 3832 has identified the IAFF Medical Expense Reimbursement Plan (MERP), administered by the Washington State Council of Fire Fighters Employee Benefit Trust. This plan is designed to allow participation by dues-paying union members.
- B. Dues-paying employee who is actively receiving a paycheck will pay no less than \$37.92 per pay period, for 24 pay periods each fiscal year, into their MERP account via pre-tax paycheck deduction.
- C. The District will make 24 pay period contributions each fiscal year, of no less than \$37.92, into the active employees MERP account.

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ARTICLE VI. PROFESSIONAL DEVELOPMENT

SECTION 6.01 HIRING PROCESS

- A. The District will make every reasonable effort to maintain an effective firefighting force in accordance with the Governing Board's force strength authorization.
- B. When it is necessary to hire new members represented by this MOU, Local 3832 may be allowed to appoint representatives to observe the process at the discretion and direction of the Fire Chief.

SECTION 6.02 PROMOTIONAL PROCESS

- A. The Golder Ranch Fire District will make every reasonable effort to maintain active promotional lists for the positions of Engineer, Paramedic, and Captain. The lists will be good for one year and may be extended at the Fire Chiefs discretion.
- B. The District will provide professional development opportunities for the membership either in the form of credentialing classes or testing preparation.
- C. When it is necessary to hold a promotional process, Local 3832 may be allowed to appoint representatives to observe the process at the direction and discretion of the Fire Chief.
- D. The minimum passing cumulative score for all promotional processes for positions covered by this agreement shall be 80%.
- E. A 60-day notice will be given to eligible employees of when the testing process will occur.

SECTION 6.03 PARAMEDIC CERTIFICATION

- A. The Golder Ranch Fire District will provide a competitive process for members to be selected to attain paramedic certification based on program and budget availability.
- B. The District will provide for all tuition and class expenses. In exchange, the members will be required to provide a 3-year commitment consistent with District policy.

SECTION 6.04 RECERTIFICATION

- A. The Golder Ranch Fire District will provide all Emergency Medical Care Technicians – Paramedics with ALS recertification training at no cost to the member.
- B. The District will provide all Emergency Medical Care Technicians with BLS recertification training at no cost to the member.

SECTION 6.05 TUITION REIMBURSEMENT

- A. It is the policy of the Golder Ranch District to provide a tuition reimbursement process to assist members with continuing higher education and any job related training/education.
- B. The amount of reimbursement will be evaluated as necessary annually through the Leadership Team process to assure a comparable benefit to the current cost of education.
- C. The amount dispersed can be adjusted and distributed differently each year depending on the budget and the needs of the members.
- D. Any leftover monies that were budgeted by the district will be evenly distributed to employees who submitted for reimbursement that was in excess to the \$500 allotment. Providing the employee followed the proper procedures as well and completed the education. Not to exceed the level 2 policy 1007 Educational incentives limit.

ARTICLE VII. MISCELLANEOUS

SECTION 7.01 POLICY DEVELOPMENT AND WORKPLACE ENHANCEMENT

- A. All parties agree that it is impossible to capture all of the member wages, benefits and working conditions in this MOU. The leadership team will work together in collaboration to constantly be proactive to develop policies and procedures that will enhance safe and harmonious policies and procedures.

SECTION 7.02 ANNUAL PHYSICALS

- A. Golder Ranch Fire District to provide an annual physical to all eligible members, see policy.

ARTICLE VIII. TERM AND EFFECT OF MEMORANDUM

- A. This MOU shall remain in full force and effect commencing with the beginning of the first of July 2022, up to the end of the last pay period in June 2024.
- B. Except as expressly provided in this MOU, GRFD shall not be required to meet and confer concerning any matter, whether covered or not covered herein to take effect during the term or extensions thereof.
- C. This MOU constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions.
- D. It is intended by the parties hereto that the provisions of this MOU shall be in harmony with the rights, duties, obligations and responsibilities which by law and policy govern the GRFD Board of Directors, Fire Chief, and North Tucson Firefighters Association, IAFF Local #3832, and these provisions shall be interpreted and applied in such manner.
- E. The North Tucson Firefighters Association recognizes the powers, duties and responsibilities of the Fire Chief and Governing Board as set forth in GRFD Policy and that pursuant thereto, the Fire Chief and Governing Board have the authority to establish rules and regulations applicable to the operation of GRFD, its member agencies, its partner agencies, and to the conduct of the employees and officers employed therein.

ARTICLE IX. APPROVED AND ADOPTED

- A. On this ~~24th~~^{19th} day of ~~September, 2023~~^{June, 2022} at a duly noticed public meeting of the Golder Ranch Fire District Governing Board.

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X

Vicki Cox Golder
Fire Board Chairperson - GRFD

X

~~Randy Karrer~~^{Thomas Brandhuber}
Fire Chief - GRFD

X

~~Ben Jones~~
~~President-IAFF Local #3832, NFTA~~



MEMORANDUM OF UNDERSTANDING

September 19, 2023 to June 30,
2024

This Memorandum of Understanding made and entered into on September 19, 2023, by and between, the Golder Ranch Fire District, hereinafter referred to as the "District" and the North Tucson Firefighters Association, International Association of Fire Fighters Local 3832, hereinafter referred to as the "Local 3832", the District and Union recognize all members of the Golder Ranch Fire District as outlined in Resolution need new number and herein referred to as "members," are governed by this Understanding.

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PREFACE

- A. WHEREAS, the District and the Union have reached this complete agreement concerning wages, hours, and working conditions as contained in the Memorandum of Understanding; and
- B. WHEREAS, the Golder Ranch Fire District Governing Board has reviewed the entitled "Memorandum of Understanding between the Golder Ranch Fire District and the North Tucson Firefighters Association, International Association of the Fire Fighters Local 3832".
- C. WHEREAS, the North Tucson Firefighters Association, International Association of Firefighters Local 3832 is recognized as a representative of all dues paying union members through the rank of Captain, Deputy Fire Marshal, and Fleet Maintenance Supervisor; and
- D. NOW, THEREFORE, BE IT RESOLVED that the Golder Ranch Fire District Governing Board met in a duly noticed public session on September 19, 2023, and upon a vote of ___ approved the execution of the Memorandum of Understanding between the Golder Ranch Fire District and the North Tucson Firefighters, International Firefighters Local 3832; and
- E. BE IT FURTHER RESOLVED that the Agreement, attached hereto is hereby adopted, and shall be in full force and effect from the date of the Governing Board adoption; and
- F. BE IT FURTHER RESOLVED that the parties hereby acknowledge that the provisions of the Memorandum of Understanding are not intended to abrogate the authority and responsibility of the District as a government entity provided for under the statutes of the State of Arizona.

DEFINITIONS

ASRS - Employees who are not assigned hazardous duty, or those not eligible for PSPRS are eligible to participate in the Arizona State Retirement System (ASRS), as defined by Arizona revised statute title 38.

Non-Uniformed - Employees and volunteers who are not engaged in fire suppression, code enforcement, or fire investigations as part of their primary duties.

PSPRS - Employees who are assigned hazardous duty, are eligible to participate in the Public Safety Personnel Retirement System (PSPRS), as defined by Arizona revised statute title 38. PSPRS plans are not governed by the District. Details of the PSPRS plans are available through the PSPRS website, PSPRS Local Board, or Human Resources.

Uniformed - Those employees, regardless of rank, who may perform fire suppression, code enforcement, and fire investigation duties as part of their primary duties as uniformed, appointed, or elected members of the Golder Ranch Fire District.

Work Schedule (Uniformed) –

- 1. The workday begins at 0800 hours and ends the following day at 0759 hours.
- 2. The workweek for GRFD suppression personnel is Monday through Sunday, beginning at 0800 hours.
- 3. The work period for purposes of calculation of overtime is 28 days.
- 4. Uniformed members may work any of the following weekly schedules:
 - a. A 56-hour suppression work schedule
 - b. A 40-hour suppression work schedule

Work Schedule (Non-Uniformed) –

- 1. The workweek for GRFD personnel is Monday through Sunday.
- 2. The work period for purposes of calculation of overtime is time worked over 40 hours within a work week, for hourly non-exempt employees.
- 3. Non-Uniformed members may work the following schedule:
 - a. A 40-hour work week.

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ARTICLE I. RIGHTS

SECTION 1.01 RIGHTS OF THE DISTRICT

- A. Local 3832 recognizes that the Governing Board, with and through the Fire Chief, shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law, GRFD Policy and operational need with respect to determining the level of and the way the Fire District's service delivery activities are conducted, managed, and administered.
- B. Local 3832 recognizes that every incidental duty enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties as assigned shall be performed by the members.
- C. Local 3832 recognizes that the Fire Chief shall determine and establish methods and processes by which duties are performed.
- D. Local 3832 recognizes that except as otherwise specifically provided in the MOU, the District and the Fire Chief or designee retain unqualified all rights and authority to which, by law, GRFD policy and operational needs, they are entitled.

SECTION 1.02 FISCAL EMERGENCY

- A. If, during the term of this MOU, the District experiences loss of revenue or legal requirements that are not resolved during the budget year which would result in the layoff of Local 3832 members, or the serious curtailment of services provided to the citizens of the Golder Ranch Fire District, this MOU may be re-opened.
- B. The following provisions shall apply to this opening in a fiscal emergency:
 - a. The Fire Chief shall notify the Governing Board that a fiscal emergency exists and seek authorization to meet with Local 3832 to open the MOU.
 - b. The Fire Chief shall notify the Local 3832 President, in writing, of the need to reopen the MOU. Such notice shall include the rationale and the anticipated amount of District budget shortfall that needs to be resolved to alleviate the need to lay off Local 3832 members or severely curtail services provided to the Citizens of the Golder Ranch Fire District.
- C. Golder Ranch Fire District and Local 3832 shall meet and confer in good faith for a period of no more than 30 calendar days, from the original date of the notification that the MOU was reopened, to reach agreement on how best to address the fiscal emergency. The scope of the re-opened MOU discussions shall be limited to the specific reasons for which the fiscal emergency pertains. The initial 30-day period may be extended up to an additional 30 days if agreed to by the Fire Chief and Local 3832 President. Additional extensions, if necessary, may only be granted at the discretion of the Governing Board.
- D. Recommended modifications to the MOU shall be submitted to the Governing Board who maintains responsibility for final determination as to the acceptance, rejection, or alteration of the proposed modifications. Local 3832 maintains the ability to address the Governing Board with respect to any proposed modifications at a Board Meeting where modifications are considered by the Governing Board.
- E. Should Golder Ranch Fire District and Local 3832 be unable to reach agreement on proposed modifications to the MOU within the time periods set by this provision, the Governing Board will determine and establish all remedies necessary to address the identified issues. Local 3832 maintains the ability to address the Governing Board with respect to any identified issues.
- F. This section shall only apply if the general population of Golder Ranch Fire District's workforce is subject to the same or greater reduction of pay or benefits or resulting layoffs.
- G. As a last resort, and if only needed, to maintain any level of service, layoffs shall be allowed. In the event there is no other alternative but layoffs, Operational need and district seniority will be used as the determining factor to identify the most efficient and fair layoff, as determined by the Fire Chief.

SECTION 1.03 RIGHTS OF LOCAL 3832

- A. North Tucson Firefighters Local 3832 is hereby acknowledged as the exclusive recognized member organization for all members of Local 3832.
- B. The District shall deduct from the members pay any Local 3832 dues, and/or other Local 3832 specified deductions, after signed and completed Local 3832 forms are provided to the Finance Department by the individual member; except, however, that such deduction shall be made only when the member's earnings for that pay period are sufficient after other legally required deductions are made.
- C. Local 3832 may request a change in dues or deductions during the term of this MOU. However, any changes to dues, deductions, or contributions must have signed and completed Local 3832 forms from each member confirming authorization to change the deduction. The District will provide Local 3832 with deductions elected to be given by its members to Local 3832 either through check or electronic deposit.
- D. The District will provide Local 3832 with copies of signed Local 3832 deduction forms, if authorized by the individual member, for the purposes of communicating and keeping records up to date. This information will not be shared with other individuals or organizations.
- E. The district will provide reasonable space for union equipment.

SECTION 1.04 LEADERSHIP TEAM

- A. The Leadership team may be made up of 5 representatives from GRFD management and 5 representatives of Local 3832.
- B. The Golder Ranch Fire District has a proud history of employees and administration working for the betterment of the Fire District, employees, and ultimately the service we provide our community. The District's administration and Local 3832 representatives both believe that our pool of shared knowledge, experience and understanding is deepened through a Labor/Management process that provides for greater transparency, communication, and fiscal responsibility.
- C. The Leadership Team is not intended to co-manage the organization, rather its intent is to collaborate on organizational issues including wages, benefits and working conditions for the betterment of the organization and the community we serve.
- D. The Leadership team will have the authority by unanimous understanding to create, modify, suspend or rescind any department level, procedure, guideline or practice within this MOU. The Leadership Team may recommend policy creation, deletion or modification to the Governing Board. The Governing Board retains authority over all policy.
- E. No new policy, procedure or guideline that will affect wages, benefits or working conditions will be initiated without going through the Leadership Team.
- F. The members of the Leadership Team representing Local 3832, as well as their designees, will be allowed to work on Leadership Team projects during working hours, subject to the approval of the supervisor providing it does not interfere with the member's primary duties.
- G. If at any time the Leadership Team cannot reach an agreement on any items specific to this MOU, the Fire Chief and Union President will meet and seek mutual resolution. If mutual resolution is not obtained, the Fire Chief's authority for decision making shall prevail. Local 3832 maintains the ability to address the Governing Board, who shall retain ultimate decision-making authority over the matter at a Board Meeting where the decision is before the Board.

SECTION 1.05 RIGHTS OF THE MEMBERS

- A. All Local 3832 members have the right to have any employee or Local 3832 serve as their representative.
- B. Anyone employed by the Golder Ranch Fire District in a non-management position has the right to be represented.

SECTION 1.06 PROHIBITION OF STRIKES AND LOCKOUTS

- A. Local 3832 pledges to maintain unimpaired services by its members as directed by the Fire Chief. Local 3832 shall not cause, condone, counsel or permit members to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the District.
- B. Should any member of Local 3832, during the term of this MOU, and until such time that it is expressly and legally rescinded, breach the obligations of Paragraph A, the Fire Chief or his designee shall immediately notify Local 3832 that a prohibited action is in progress. Local 3832 shall forthwith disavow said strike or other prohibited action and shall endeavor in good faith to cause such members to immediately return to work and/or cease the prohibited activity or, alternatively accept the responsibility for the strike or other prohibited activity.
- C. There shall be no lockout by the District during the term of this MOU.

SECTION 1.07 FORMAL DISPUTE RESOLUTION

- A. It is the intent of the District to use discipline to correct behavior at the lowest level. Most incidents can be corrected with good leadership and verbal counseling. In the event a member needs to have discipline escalated, it will be consistent with Policy.
- B. No member will be disciplined or discharged without cause. Additionally, members shall have the right to be accompanied and represented by any member of Local 3832 or their choice of legal representation or the person of the members' choice.
- C. For grievance procedure, refer to district policy.

SECTION 1.08 REFERENCES

- A. This MOU references policies and procedures of the Golder Ranch Fire District which have been approved by the District through the Leadership Team process.
- B. All revisions pertinent to this MOU, with respect to changes in pay, benefits, and/or working conditions for the members covered under this MOU, from this point on must be approved by the District through the Leadership Team process. To not do so will be considered a violation of this agreement.

ARTICLE II. STAFFING AND SCHEDULING

- A. This article is a general guideline subject to operational needs of the District.

SECTION 2.01 HOURS OF WORK

- A. The hours for members assigned to shift duty shall continue to average fifty-six (56) hours per week. Shifts shall continue to be twenty-four (24) hours in duration, beginning at 0800 and concluding at 0800 of the following day.
- B. The work hours and schedule for members assigned to administrative duty or special assignment are at the discretion of the supervisor consistent with current policy.
 - Administrative duty applies to union members whose regular work schedule is a 40 hour work week.

SECTION 2.02 WORK SCHEDULE – MEMBERS ASSIGNED TO SHIFT DUTY

- A. The work schedule shall continue to be a three/four (work/rest) cycle. Each 24-hour shift shall be followed by 24 hours off (unless extra duty is incurred). After the third 24-hour shift of the tour, there will be four days off.
- B. Not applicable to Fleet or Fire and Life Safety.

SECTION 2.03 CONSTANT STAFFING

- A. In order to meet operational needs, the following minimum staffing guidelines should be followed whenever practicable:
 - a. ALS units (ambulances, aeriels, and engine companies) should have at a minimum one certified paramedic.
 - b. Each engine or ladder company should be made up of a Captain, Engineer, Paramedic and Firefighter.
 - c. Engine companies should not fall below four personnel for more than six hours.
 - d. Ladder trucks or aerial units should not fall below four personnel.
- B. Special Teams stations should have a minimum of seven members whenever practicable:
 - a. Special ops shall not fall below four team members.
 - b. Wildland shall not fall below four team members.
- C. The maximum number of members permitted to be off on scheduled PTO per shift will be calculated as 10 percent of the shift's workforce, rounded up to the nearest whole number, except when operational needs dictate maximum staffing is required.
- D. The constant staffing provision is intended for normal daily operations and may only be altered due to extraordinary circumstances or conditions in order to meet the minimum response needs of the community.
- E. When filling vacancies with overtime from the 'available for ED' list, those rank for rank or qualified members with the lowest number of ED hours, based on policy, will be selected first.
- F. Mandatory holdovers refer to policy.
- G. Not applicable to Fleet or Fire and Life Safety.

SECTION 2.04 SHIFT BID PROCESS

- A. The District and the North Tucson Firefighters will provide a seniority bid process for positions that become available due to new stations, retirements, promotions, demotions, new positions, etc.
- B. The District and Union will maintain a seniority list and track the shift bid process through the designated scheduling system and a representative of Local 3832.
- C. District will allow a rebid process every four years, or as needed at the discretion of the Fire Chief.
- D. Special Ops and Wildland team's stations will be staffed by assignment.
- E. Not applicable to Fleet or Fire and Life Safety.

SECTION 2.05 SHIFT TRADE

- A. Shift trades are defined as members being permitted to request one or more of their suitably qualified colleagues (rank, qualifications, certifications, and specialty station assignments) to work one of their scheduled shifts and, in exchange, work one of their colleague's future scheduled shifts.
- B. The hours worked on a shift trade shall be excluded from calculating the hours for which the substituting member would otherwise be entitled to overtime. Shift trades must be approved by the member's direct supervisor and recorded on the scheduling program. Trades must be voluntary and reciprocated within a rolling year, and attendance is the responsibility of the member who accepts the shift trade.
- C. Members that request Unscheduled PTO on a shift trade shall have their PTO deducted manually by the scheduler, and the District will pay no compensation.
- D. Circumventing the shift bid system with shift trades shall not be permitted.
- E. Not applicable to Fleet and Fire and Life Safety.

SECTION 2.06 SENIORITY

- A. Seniority date is defined as beginning at the date the member was hired full time.
- B. Local 3832 and the District will be responsible for maintaining an accurate and up to date seniority list.
- C. Academy/Promotional ranking of seniority will be based upon total accumulative performance testing scores.
- D. In the case of a tie, the suppression seniority list shall be used following the criteria below:
 - a. Off Probation Date – The date personnel successfully complete promotional probationary year.
 - b. Promotional List Ranking/Score, if available - Every effort shall be made to verify testing scores and rankings through training and/or human resources. However, if the ranking or score is unavailable, the next criteria shall be used.
 - c. Hire Date - earliest uninterrupted date of hire with Golder Ranch Fire District leading to a position as a full time firefighter/fire-medic.
 - d. Class Ranking, if available - The person achieving the highest grade point average or who finished highest overall has seniority.
- E. A member will lose their seniority if the member quits, is terminated.
- F. If a member is demoted for disciplinary reasons, they will assume seniority at the bottom of the newly assigned classification.
 - a. For an approved self-demotion to a previous classification i.e., chooses to go from Captain to Engineer, the seniority will be based on the member's consecutive time in the previous position.
 - b. Any member that reverts back or self-demotes to the rank of firefighter, seniority will be based on the member's hire date.
 - c. Members may not self-demote if no open position at the lower rank is available.
 - d. If a member is reclassified to a lower position, they will be placed into a step that is a full step reduction in pay in the new lower grade. The Member may not exceed the top step of rank they have demoted to.
- G. Not applicable to Fleet and Fire and Life Safety.

ARTICLE III. COMPENSATION ADMINISTRATION

SECTION 3.01 COMPENSATION

- A. Compensation for district members will be based on a “Market Analysis” of the following fire agencies to the extent available:
 - a. Northwest Fire District
 - b. Central Arizona Fire & Medical Authority
 - c. Superstition Fire and Medical District
 - d. Bullhead City Fire Department
 - e. Timber Mesa Fire and Medical District
 - f. Tucson Fire Department
 - g. Phoenix Fire Department
 - h. Chandler Fire Department
 - i. Scottsdale Fire Department
 - j. Mesa Fire and Medical Department
- B. “Market Analysis” shall be completed and evaluated every two years (even years) for competitiveness and the salary scale for each position will be between 95%-105% of the survey. Those positions that are not in this range should be adjusted accordingly.
- C. All eligible members, on their anniversary date, shall receive a step increase provided they meet District standards and are in good standing with the district.
- D. Statutory overtime is hours compensated at 1.5 times the regular rate to non-exempt members on a suppression schedule over 212 hours in a 28-day pay cycle.
- E. Full-time suppression members are scheduled hours that qualify for overtime compensation as regulated by the overtime provisions of the Fair Labor Standards Act. The total hours paid to a member on a suppression schedule in a year are 2,912, of which 156 hours are compensated at 1.5 times the member's regular rate.
- F. Non-exempt members shall not work over seventy-two (72) hours consecutively.
- G. PTO used will be considered as hours worked in the determination of scheduled overtime compensation.

SECTION 3.02 SPECIAL TEAM ASSIGNMENTS & WAGE DIFFERENTIALS

- A. Special Teams will be defined as the “Special Operations Team” (hazmat & TRT) and the “Wildland Team”.
- B. The Golder Ranch Fire District will maintain no more than seven Special Teams members at each special team's stations.
- C. Special Operations will be housed at station 377 and Wildland will be housed at station 370, subject to change based on operational needs.
 - a. Special teams' stations will not be eligible to participate in the bid process.
 - b. Selection for special team's assignments will be conducted through a formal process.
 - c. Performance of team members will be reviewed annually and may include annual interviews.
 - d. Members of the Special Teams who are appropriately certified will receive a wage differential of \$1.00/hr. when assigned to the special team's station. Members assigned to the Special teams may be required to deploy outside the District for extended periods.
- D. Members floated will be compensated for travel per policy.
- E. Assignment pay and wage differentials shall be provided in accordance with District Policy and Procedure.

SECTION 3.03 ACTING PAY

- A. See district policy.

ARTICLE IV. BENEFITS

SECTION 4.01 HOLIDAY PAY

- A. See district policy

SECTION 4.02 PAID TIME OFF

- A. The Golder Ranch Fire District will provide a policy for Paid Time Off (PTO) accrual, utilization, and sell back.
- B. PTO hours will be counted as hours worked.
- C. The below table lists the recognized accrual of PTO hours for uniformed members:

Years of Service	Annual Accrual of PTO Hours	PTO Hours/Pay Period
0-5	338	13
5-10	390	15
10-15	416	16
15-20	442	17
>20	468	18

- D. The below table lists the recognized accrual of PTO hours for non-uniform members:

YEARS OF SERVICE	ANNUAL ACCRUAL	PER PAY PERIOD
0 - 5	260	10
5 - 10	312	12
10 - 15	364	14
15 - 20	416	16
> 20	442	17

- E. See district policy for definitions of uniformed and non-uniformed member.

SECTION 4.03 JURY DUTY

- A. See district policy.

SECTION 4.04 BEREAVEMENT LEAVE

- A. See district policy.

SECTION 4.05 SUBPOENAS AND COURT APPEARANCES

- A. The Golder Ranch Fire District will provide a policy for paid time off while testifying as a witness in cases arising from the course of employment.

SECTION 4.06 UNION PTO

- A. The Golder Ranch Fire District will allow paid time off (PTO) hours to be donated by members to Local 3832 to be maintained in a separate Union PTO Bank.
- B. Union members leaving regularly scheduled shifts related specifically to Local 3832 business will be allowed to utilize Union PTO as release time at the discretion of the Local 3832 President or designee, and as approved by the Fire Chief.

- C. The Golder Ranch Fire District will provide Local 3832 with an annual “use it or lose it” 1000 hours of paid time off in each of the fiscal years covered by this agreement.
- D. Local 3832 members leaving regularly scheduled shifts for union business will be allowed to utilize union PTO leave as approved by the Fire Chief or designee.
- E. Procedure for requesting Union PTO is outlined in policy.
- F. Local 3832 will be allowed to receive PTO hours donated by District members on the District’s payroll. After signed and completed forms are voluntarily given by members, the District will direct the elected number of hours from each member’s PTO bank to be considered “Union PTO Hours.” These hours may then be used by Local 3832 members at the approval of the Fire Chief and the Local 3832 President in accordance with applicable policy. These hours shall roll over year to year.
- G. Union members who are separating (in good standing) from the district may donate half their remaining time to the Union PTO bank up to a maximum of 250 hours.

SECTION 4.07 MILITARY LEAVE

- A. See district policy.

SECTION 4.08 UNIFORMS

- A. The district will continue to provide a uniform allowance which supports our district and our union’s goal of a professional appearance.
- B. Station uniform allowance, will be paid on the 1st pay cycle in November, will be \$1,000.00 for each member.

ARTICLE V. INSURANCE AND RETIREMENT

SECTION 5.01 GROUP HEALTH INSURANCE

- A. The District shall make available group health insurance benefits to eligible full-time members and their dependents.
- B. During this agreement, the District will make pay period contributions to all full-time eligible members' Health Savings Accounts (HSA) at an agreed upon monthly amount.
- C. During this agreement, the district will pay a minimum of 80% of the medical insurance premium for coverage for eligible full- time members and their dependents.
- D. The District shall pay the cost of the PSPRS a cancer insurance policy, for all active PSPRS members.

SECTION 5.02 DENTAL INSURANCE

- A. Members are eligible to participate in the District's dental plan. The District will pay 100% of the basic coverage for the member. The member will be obligated to pay for the additional cost for increased coverage.

SECTION 5.03 VISION INSURANCE

- A. A vision plan will be made available for full-time eligible members and will be negotiated by the District on the member's behalf, but the cost of the plan, if desired, will be paid by the member.

SECTION 5.04 LIFE INSURANCE

- A. The District shall provide (limited) Life Insurance for the member at no cost.
- B. Upon separation of employment with the District, a member may continue the life insurance at a quoted rate from the insurance company.

SECTION 5.05 DEFINED BENEFITS

- A. The District shall participate in the Public Safety Personnel Retirement System (PSPRS) and follow all Arizona Revised Statutes relating to the PSPRS system. Those members who are not eligible for the PSPRS may participate in the Arizona State Retirement System (ASRS).
- B. During this agreement, the District will continue to fund (via 401a) the 7.65% DROP match incentive for eligible members.
- C. Members who are not assigned hazardous duty, are eligible to participate in the Arizona State Retirement System (ASRS), as defined by Arizona revised statute title 38.

SECTION 5.06 DEFINED CONTRIBUTION PLANS

- A. Members may contribute to the district sponsored defined contribution plans. Plans are administered in accordance with IRS regulations for tax exempt government entities.

SECTION 5.07 GENERAL PLAN COMPARISONS

- A. The District will perform insurance plan and rate comparisons at least once every two years.
- B. These comparisons will be performed by the District's Insurance Broker in conjunction with Human Resource Services (HRS) personnel.
The union may choose at least two members to participate on the Benefits Committee.

SECTION 5.08 HEALTH CARE TRUST

- A. The Golder Ranch Fire District Governing Board approved the request from the North Tucson Firefighters Association IAFF Local 3832 in FY22 to identify and participate in a retirement medical expense reimbursement plan. The North Tucson Firefighters Association IAFF Local 3832 has identified the IAFF Medical Expense Reimbursement Plan (MERP), administered by the Washington State Council of Fire Fighters Employee Benefit Trust. This plan is designed to allow participation by dues-paying union members,
- B. Dues-paying employee who is actively receiving a paycheck will pay no less than \$37.92 per pay period for 24 pay periods each fiscal year, into their MERP account via pre-tax paycheck deduction.
- C. The District will make 24 pay period contributions each fiscal year, of no less than \$37.92, into the active employees MERP account.

ARTICLE VI. PROFESSIONAL DEVELOPMENT

SECTION 6.01 HIRING PROCESS

- A. The District will make every reasonable effort to maintain an effective firefighting force in accordance with the Governing Board's force strength authorization.
- B. When it is necessary to hire new members represented by this MOU, Local 3832 may be allowed to appoint representatives to observe the process at the discretion and direction of the Fire Chief.

SECTION 6.02 PROMOTIONAL PROCESS

- A. The Golder Ranch Fire District will make every reasonable effort to maintain active promotional lists for the positions of Engineer, Paramedic, and Captain. The lists will be good for one year and may be extended at the Fire Chiefs discretion.
- B. The District will provide professional development opportunities for the membership either in the form of credentialing classes or testing preparation.
- C. When it is necessary to hold a promotional process, Local 3832 may be allowed to appoint representatives to observe the process at the direction and discretion of the Fire Chief.
- D. The minimum passing cumulative score for all promotional processes for positions covered by this agreement shall be 80%.
- E. A 60-day notice will be given to eligible employees of when the testing process will occur.

SECTION 6.03 PARAMEDIC CERTIFICATION

- A. The Golder Ranch Fire District will provide a competitive process for members to be selected to attain paramedic certification based on program and budget availability.
- B. The District will provide for all tuition and class expenses. In exchange, the members will be required to provide a 3-year commitment consistent with District policy.

SECTION 6.04 RECERTIFICATION

- A. The Golder Ranch Fire District will provide all Emergency Medical Care Technicians – Paramedics with ALS recertification training at no cost to the member.
- B. The District will provide all Emergency Medical Care Technicians with BLS recertification training at no cost to the member.

SECTION 6.05 TUITION REIMBURSEMENT

- A. It is the policy of the Golder Ranch District to provide a tuition reimbursement process to assist members with continuing higher education and any job-related training/education.
- B. The amount of reimbursement will be evaluated as necessary annually through the Leadership Team process to assure a comparable benefit to the current cost of education.
- C. The amount dispersed can be adjusted and distributed differently each year depending on the budget and the needs of the members.
- D. Any leftover monies that were budgeted by the district will be evenly distributed to employees who submitted for reimbursement that was in excess to the \$500 allotment. Providing the employee followed the proper procedures as well and completed the education. Not to exceed the level 2 policy 1007 Educational incentives limit.

ARTICLE VII. MISCELLANEOUS

SECTION 7.01 POLICY DEVELOPMENT AND WORKPLACE ENHANCEMENT

- A. All parties agree that it is impossible to capture all of the member wages, benefits and working conditions in this MOU. The leadership team will work together in collaboration to constantly be proactive to develop policies and procedures that will enhance safe and harmonious policies and procedures.

SECTION 7.02 ANNUAL PHYSICALS

- A. Golder Ranch Fire District to provide an annual physical to all eligible members, see policy.

ARTICLE VIII. TERM AND EFFECT OF MEMORANDUM

- A. This MOU shall remain in full force and effect commencing with the beginning of the first of July 2022, up to the end of the last pay period in June 2024.
- B. Except as expressly provided in this MOU, GRFD shall not be required to meet and confer concerning any matter, whether covered or not covered herein to take effect during the term or extensions thereof.
- C. This MOU constitutes the total and entire agreement between the parties and no verbal statement shall supersede any of its provisions.
- D. It is intended by the parties hereto that the provisions of this MOU shall be in harmony with the rights, duties, obligations and responsibilities which by law and policy govern the GRFD Board of Directors, Fire Chief, and North Tucson Firefighters Association, IAFF Local #3832, and these provisions shall be interpreted and applied in such manner.
- E. The North Tucson Firefighters Association recognizes the powers, duties and responsibilities of the Fire Chief and Governing Board as set forth in GRFD Policy and that pursuant thereto, the Fire Chief and Governing Board have the authority to establish rules and regulations applicable to the operation of GRFD, its member agencies, its partner agencies, and to the conduct of the employees and officers employed therein.

ARTICLE IX. APPROVED AND ADOPTED

- A. On this 19th day of September 2023 at a duly noticed public meeting of the Golder Ranch Fire District Governing Board.

X

Vicki Cox Golder
Fire Board Chairperson - GRFD

X

Thomas Brandhuber
Fire Chief - GRFD

X

Ben Jones
President-IAFF Local #3832, NFTA

GOLDER RANCH FIRE DISTRICT

BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Chris Grissom, Assistant Chief of EMS and Fire Response

DATE: September 19, 2023

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE ZOLL ONE PROGRAM
LEASE AGREEMENT

ITEM #: 8C

REQUIRED ACTION: ☐ Discussion Only ☒ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☒ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☒ Legal Review

BACKGROUND

The district has opted to transition from purchasing Zoll cardiac monitors to leasing them. This decision is driven by the fast pace of technological advancements and the long-term cost-effectiveness of leasing as opposed to outright ownership and eventual resale. As part of the Zoll One Program, Zoll Medical will provide the devices, accompanying accessories, software, continuous software updates and various warranty options.

The District has effectively secured a contract with Zoll through the Town of Gilbert, Arizona purchase contract No. 321000294. This contract conforms to our approved budget amount for the lease agreement, as outlined in the district approved 2023/2024 FY and Capital Improvement Plan.

RECOMMENDED MOTION

Motion to approve the Zoll One Program lease agreement.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Quote No: Q-54429 Version: 5

Golder Ranch Fire Department
3885 East Golder Ranch Drive
Tucson, AZ 85739

Tony Rutherford
(520) 825-9001
trutherford@grfdaz.gov

Issued Date: August 10, 2023
Expiration Date: September 30, 2023

Prepared by: Mark Olafson
Territory Manager
mark.olafson@zoll.com

ZOLL Medical is pleased to offer Golder Ranch Fire Department the following special ZOLL ONE Program for the devices, accessories, software, and warranty options included in the table listed at the end of this quote.

ZOLL One Program Summary

Structure	ZOLL One
Down Payment Amount	\$0.00
Payment Term	10 Years
Payment Mode	Monthly
Payment Amount	\$19,918.53

1. Delivery will be made upon availability.
2. This Quote expires on September 30, 2023. Pricing is subject to change after this date.
3. Pending credit and financial approval. First payment is due Net 30 Days from date of shipment.
4. Payment amount does not include applicable taxes.
5. A signed Master Lease Agreement is required in order to execute this program.

Additional Language

Pricing within this quote is pending an executed LOC agreement or verification of membership eligibility to an existing pricing agreement.

Trade Unit Considerations

Trade-In values valid through September 30, 2023 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

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The following items represent the devices, accessories, software, and warranty options included in the lease summary on page one.

Item	Part Number	Description	Quantity
1	601-2231111-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack	25
2	8300-000676	OneStep Cable, X Series	25
3	8009-0020	CPR-D-padz and CPR Stat Padz Connector for R Series	25
4	8000-001128	Accuvent Flow Tube (Box of 10)	25
5	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	25
6	REUSE-10-2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist Lock connector	25
7	REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	25
8	REUSE-08-2MQ	Welch Allyn REUSE-08-2MQ Cuff, Small Child, 2-Tube, Twist Lock connector	25
9	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	50
10	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	11
11	8000-000393-01	X Series Carry Case, Premium	25
12	8778-89055-WF	X Series - Worry-Free Service Plan - 5 Years On-Site At Time of Sale	25
13	8400-110045	CaseReview Premium Subscription, R Series and X Series, Hosted	25
14	8000-000151	RD Rainbow SET MD20-04 EMS Patient Cable, 4ft	25
15	8000-000862	LNCS-II Rainbow DCI 8λ SpCO Adult Sensor, 3ft	25
16	8000-000863	LNCS-II Rainbow DCIP 8λ SpCO Pediatric Sensor, 3ft	25
17	6008-9901-61	ZOLL X Series Trade In Allowance (EMS Group)	21



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ALS/BLS Software Solutions Master Application Service Provider Agreement

1. Orders. ZOLL Medical Corporation (“ZOLL”) shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract (“Order”) between ZOLL and another party (“Customer”) incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the “Agreement”). ASP Services are further defined in Section 3. Implementation Services are further defined in Section 4. Support Services are further defined in Section 5. The ASP Services, Implementation Services, and Support Services are each, and are collectively, “Services”. The terms and conditions set forth in this Agreement shall only apply to ALS/BLS Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.

2. Payment. Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement (“Fees”). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL’s invoice. The first invoice will be sent after the Deployment Effective Date. “Deployment Date” means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. “Deployment Effective Date” means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL’s shipment of defibrillators that are included on the Order (the “Latest Deployment Date”), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney’s fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL’s sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL’s credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (“Taxes”).

3. ASP Services. “ASP Services” means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the “Underlying Software”), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the “ZOLL Site”) in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the “Documentation”), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

3.1. Provision of ASP Services. Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer’s employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use (“Registered Users”) through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer’s use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

3.2. Access Software. Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the “Access Software”), each as made available to Customer through the ZOLL Site, solely for Customer’s internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the “Software”.

3.3. Restrictions. Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer’s login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

3.4. Service Level Agreement.

3.4.1. Downtime. “Downtime”, expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

3.4.2. Planned Downtime. “Planned Downtime” is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. “Standard Maintenance” is performed when upgrades or system updates are desirable. “Emergency Maintenance” is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.



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3.4.3. Excused Downtime. “Excused Downtime” time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer’s premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer’s failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.

3.4.4. Unplanned Downtime. Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x\%, \text{ where “x” is Unplanned Downtime.}$$

3.4.5. Unplanned Downtime Goal. ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the “Unplanned Downtime Goal”). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

3.4.6. Revocation of Administrative Rights. Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

3.4.7. Customer Content; Security; Backup.

3.4.7.1. Customer Content. As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services (“Customer Content”); *provided, however*, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

3.4.7.2. Security. Subject to Customer’s obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

3.4.7.3. Backup of Customer Content (Not Applicable to Remote View). Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL’s control.

3.4.7.4. Availability of Customer Content (Not Applicable to Remote View). It is Customer’s responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the “Active Customer Content”), in ZOLL’s working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL’s receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the “Active Retention Period”). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a “Database”), or (b) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days (“Inactive Customer Content”) and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL’s working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this [Section 3.4.7.4](#), the terms of [Section 3.4](#) (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer’s access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

3.4.8. Remedies. A “Service Credit” means a percentage of the monthly Fee to be credited to Customer (subject to Customer’s written request therefor and ZOLL’s verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer’s monthly Fee for such ASP Service that was affected; *provided, that* Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month’s invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this [Section 3.4.8](#) shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this [Section 3.4.8](#) shall be the Customers’ sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

3.4.9. Modifications. Changes to this [Section 3.4](#) may be made from time to time at ZOLL’s sole discretion. Customer will be notified of any such changes that are material.

4. Implementation Services. ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the “Implementation Services”). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer’s premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and



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the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a "reasonable efforts" basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL's negligence.

5. Support Services. ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

5.1. Support.

5.1.1. Emergency Support. ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. "Supported ASP Services" means the ASP Services for which Customer has paid the then-current Fees. "Supported Environment" means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. "Error" means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

5.1.2. Technical Support. ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays ("Business Hours") to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

5.1.3. Resolution. ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects ("Resolution").

5.1.4. Expenses. Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL's sole discretion. Should Customer request that ZOLL send personnel to Customer's location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer's location.

5.1.5. Exceptions. ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer's modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

5.2. Conditions and Limitations. Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

6. Warranties.

6.1. Implementation Services and Support Services. Subject to Customer's payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this [Section 6.1](#), perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL's option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this [Section 6.1](#) is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

6.2. ASP Services and Access Software. Subject to Customer's payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This [Section 6.2](#) sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein.

6.3. Warranty Disclaimers. The warranties for the Software and Services are solely and expressly as set forth in [Section 6.1](#) and [Section 6.2](#) and are expressly qualified, in their entirety, by this [Section 6.3](#). EXCEPT AS EXPRESSLY SET FORTH IN [SECTION 6.1](#) AND [SECTION 6.2](#), (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing products and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

7. Confidentiality. Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential



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("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this Section 7 with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

8. Indemnification.

8.1. By ZOLL. ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("Customer Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This Section 8 states ZOLL's entire liability and the exclusive remedy for any claims of infringement.

8.2. By Customer. Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties' use or misuse of any of the Software or Services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer's sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for third party products or services, and for the actions or omissions of Customer's representatives.

10. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "Executable Code"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "Source Code"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "ZOLL Property"). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

11. Term and Termination.



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Golder Ranch Fire Department
Quote No: Q-54429 Version: 5

11.1. Term. The term of this Agreement (“**Term**”) begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; *provided, however*, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL’s then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. “**Implementation Date**” for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.

11.2. Termination. Either party may terminate this Agreement or any Order without cause on thirty (30) days’ prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.

11.3. Effects of Termination. Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the “**Expired or Terminated Document**”) before such termination or expiration will become immediately due and payable; (b) Customer’s right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer’s computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer’s possession and (iii) return or destroy all copies of the Documentation in Customer’s possession or control; (d) each party shall promptly discontinue all use of the other party’s Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party’s option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL’s request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer’s compliance with its post-termination obligations set forth in this [Section 11.3](#).

12. General Provisions.

12.1. Compliance with Laws. Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

12.2. Audits and Inspections. Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer’s records relating to Customer’s use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer’s underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL’s standard, non-discounted rates) plus interest as provided in [Section 2](#) above.

12.3. Assignments. Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL’s prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

12.4. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

12.5. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this [Section 12.5](#)), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

12.6. Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

12.7. Remedies. Except as otherwise expressly provided in this Agreement, the parties’ rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

12.8. Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force



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and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

12.10. Independent Contractors. The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

12.11. Third Parties. Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider (“**Third Party Provider**”) to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services (“**Third Party Products or Services**”), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

12.12. Force Majeure. Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party’s reasonable control and without such party’s fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL’s performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a “**Force Majeure Event**”).

12.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival. This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 7 (Confidentiality), Section 8 (Indemnification), Section 9 (Limitation on Liability), Section 10 (Ownership), Section 11.3 (Effects of Termination) and Section 12 (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

13. HIPAA. This Section 13 applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer (“**PHI**”) in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this Section 13 have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as “**HIPAA**”). “**Covered Entity**” as used herein means Customer. “**Business Associate**” as used herein means ZOLL. The purpose of this Section 13 is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA.

13.1. Applicability. This Section 13 applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

13.2. Compliance and Agents. Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this Section 13 with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

13.3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

13.4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

13.5. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

13.6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of “**unsecured protected health information**,” as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

13.7. Individual Access. In accordance with an individual’s right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual’s right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual’s representative.



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13.8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

13.9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

13.10. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

13.11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

13.12. HITECH Act Compliance. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

13.13. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this [Section 13](#), Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

13.14. Return of PHI. Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this [Section 13](#) to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

13.15. De-identified Health Information. Business Associate may de-identify any and all PHI and may create a "Limited Data Set" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

13.16. Survival. All representations, covenants, and agreements in or under this [Section 13](#) shall survive the execution, delivery, and performance of this Agreement.

13.17. Further Assurances; Conflicts. Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this [Section 13](#). The terms and conditions of this [Section 13](#) will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this [Section 13](#).

13.18. Applicable Law. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties' obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature: _____

Name: Vicki Cox Golder

Title: Chairperson

Company: Golder Ranch Fire District

Company Address: 3885 E. Golder Ranch Fire District

Date: September 19, 2023



Golder Ranch Fire Department
Quote No: Q-54429 Version: 5

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ZOLL ONE PROGRAM MASTER AGREEMENT

This ZOLL ONE PROGRAM MASTER AGREEMENT, including all attachments attached hereto and hereby made a part hereof ("Master Agreement"), is entered into by and between ZOLL Medical Corporation, a Massachusetts corporation with its principal place of business at 269 Mill Road, Chelmsford, MA 01824 ("Lessor"), and Golder Ranch Fire Department ("Lessee"). This agreement will be effective upon the date of last signature ("Effective Date").

1. MASTER AGREEMENT; SCHEDULES. Lessor hereby leases to Lessee and Lessee leases from Lessor the equipment ("Equipment") described in any Equipment Schedule executed from time to time by Lessor and Lessee, the form of which is attached as Exhibit A hereto (the "Schedule" or "Schedules"), upon the terms and conditions set forth in this Master Agreement and the Schedules. In addition to leasing the Equipment, Lessor will also provide Lessee with RescueNet® CaseReview pursuant to the terms and conditions of the ALS/BLS Software Solutions Master Application Service Provider Agreement attached as Exhibit B hereto (the "ASP Agreement"). In the event of any conflict between the terms and conditions contained in this Master Agreement and the terms and conditions contained in the ASP Agreement, the terms and conditions in Exhibit B shall control.

2. TERM. The initial term of this Master Agreement shall be ten (10) years ("Term") commencing and concurred as set forth by the Rental Term (defined hereinafter) for the first Schedule that applies to this Master Agreement. However, no termination by the Lessee of this Master Agreement shall be effective with respect to any Schedule until the expiration or termination of such Schedule and the satisfaction by Lessee of all of its obligations hereunder with respect thereto.

3. RENT; LATE CHARGES. As rent for the Equipment, Lessee agrees to pay the amounts specified in the applicable Schedule on the due dates specified therein ("Rent"). If any part of any Rent payment or other amount due under this Master Agreement is not paid within five (5) days of its due date, Lessee agrees to pay Lessor a charge for every month after the first month in which the amount is late to compensate Lessor for the inability to reinvest the amount, which charge is stipulated and liquidated at 1.5% of the delayed amount per month (or the lesser rate that is the maximum rate allowable under applicable law) in addition to the unpaid amount.

4. NON-CANCELABLE; WAIVER OF DEFENSES TO PAYMENT. Lessee agrees that it has an absolute and unconditional obligation to pay all Rent and other amounts when due. Lessee is not entitled to abate, reduce or recoup Rent or any other amount due, or to set off any charge against any such amount for any reason whatsoever. Lessee hereby waives any recoupment, crossclaim, counterclaim, or any other defense at law or in equity to any Rent payment or other amount due with respect to any Schedule, whether any such defense arises out of this Master Agreement. There is no "test period" for Equipment that would delay acceptance or the commencement of any Schedule term.

5. EQUIPMENT RETURN REQUIREMENTS. Upon expiration or earlier termination of this Master Agreement or an applicable Schedule, Lessee shall either (a) return the Equipment in accordance with this Section or (b) purchase the Equipment at the Fair Market Value as set forth in Section 8, in which case right, title and interest shall transfer to Lessee upon payment. In the event Lessee elects to return the Equipment to Lessor, such return must be made within sixty (60) days of the end of the applicable Rental Term or promptly upon Lessee receiving replacement Equipment, whichever occurs first. If Lessee fails to return Equipment to Lessor under the terms set forth in this section, then Lessee shall pay two times (2x) the monthly fee until the Equipment is received by Lessor. For all Equipment returned to Lessor, Lessee shall (a) remove any Lessee labels, tags or other non-factory markings on the Equipment and wipe clean or permanently delete all data contained on the Equipment, including, any data contained on internal or external drives, discs, or accompanying media, (b) pack the Equipment in accordance with the Lessor's guidelines, and (c) deliver such Equipment to Lessor at any destination within the continental United States designated by Lessor. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. All Equipment shall be returned to Lessor in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted. The return of the Equipment shall constitute a full release by Lessee of any leasehold rights or possessory interest in the Equipment.

6. EQUIPMENT USE; MAINTENANCE AND ADDITIONS. Lessee shall, at all times during the applicable Rental Term (a) operate and maintain the Equipment in good working order, repair and condition, and in accordance with the manufacturer's specifications and recommendations and, all applicable laws and regulations, and (b) purchase and use only accessories provided by Lessor for use with the Equipment. The ZOLL Worry-Free Service Plan described in Exhibit C is included in Rent. In the event of any conflict between the terms and conditions contained in this Master Agreement and the terms and conditions contained in Exhibit C (Worry-Free Service Plan), the terms and conditions in Exhibit C shall control. Lessee shall make no alterations or additions to the Equipment, except those that will not result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value or use of the Equipment either at the time made or at the end of the Rental Term of the applicable Schedule, and that are readily removable without damage to the Equipment. Any such alterations or additions may void the Worry-Free Service Plan. Additionally, Lessor shall not be responsible for any Equipment defect or failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Lessee without prior written approval of Lessor; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by Lessor; (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by Lessor; or (v) installation or wiring of the Equipment other than in accordance with Lessor's instructions. EXCEPT FOR THE WARRANTY SET FORTH IN LESSOR'S STANDARD PRODUCT WARRANTY, WITH RESPECT TO THE EQUIPMENT, IS EXCLUSIVE, AND LESSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY,

INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT.

7. EQUIPMENT OWNERSHIP; LOCATION. Lessor is the sole owner of the Equipment and has sole title thereto. Lessee may not relocate any Equipment from the Equipment location specified in the applicable Schedule without the prior written consent of Lessor.

8. RISK OF LOSS AND INSURANCE. Lessee assumes any and all risk of loss or damage to the Equipment until such Equipment is returned to and received by Lessor in accordance with the terms and conditions of this Master Agreement. Lessee agrees to keep the Equipment insured at Lessee's expense against all risks of loss from any cause whatsoever, including, without limitation, loss by fire (including extended coverage), theft and damage, in an amount not less than (a) the sum of all Rent and other amounts due and owing with respect to such Equipment for the duration of the applicable Rental Term, plus the estimated total retail price that would be paid for such Equipment in an arm's length transaction ("Fair Market Value") as of the actual date the Schedule expires or is terminated, as applicable ("Stipulated Loss Value") or (b) with respect to any other Equipment, the replacement value thereof. Lessee also agrees that it shall carry commercial general liability insurance in an amount not less than \$5,000,000 total liability per occurrence. Lessee shall cause Lessor and its affiliates, and its and their successors and assigns, to be named loss payees with respect to property insurance and additional insureds with respect to commercial general liability insurance. Each policy shall provide that the insurance cannot be canceled without at least thirty (30) days' prior written notice to Lessor. In the event of loss or claim, Lessee will be responsible for all deductibles and/or retentions. All insurance required by this Master Agreement shall include a waiver of rights of recovery against Lessor and its insurers by the Lessee and its insurers, as well as a waiver of subrogation against Lessor and its insurers. All insurance required by this Master Agreement is primary and non-contributory to any other insurance maintained by Lessor. Lessee shall provide to Lessor (i) on or prior to the delivery date for each Schedule ("Delivery Date"), and from time to time thereafter throughout the Rental Term of each Schedule, certificates of insurance evidencing such insurance coverage, and (ii) upon Lessor's request, copies of the insurance policies. If Lessee fails to provide Lessor with such evidence, then Lessor will have the right, but not the obligation, to purchase such insurance protecting Lessor at Lessee's expense. Lessee's expense shall include the full premium paid for such insurance and any customary charges, costs or fees of Lessor, including but not limited to deductibles and retentions in the event of loss. Lessee agrees to pay such amounts in substantially equal installments allocated to each Rent payment.

9. CASUALTY LOSS. Lessee shall notify Lessor of any condemnation, taking, loss, destruction, theft or damage beyond repair of Equipment ("Casualty Loss") or repairable damage to any Equipment not later than five (5) days following the date of any such occurrence. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss. In the event of any repairable damage to any Equipment, the Rental Term shall continue with respect to such Equipment without any abatement of Rent and Lessee shall at its expense cause such Equipment to be repaired to the condition it is required to be maintained in pursuant to Section 5 not later than thirty (30) days from the date of the occurrence.

10. INSPECTION. Lessor and Lessor's agents shall have the right, from time to time, with prior notice to Lessee, during Lessee's normal business hours, and without disruption to Lessee's operations, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment.

11. TAXES. Lessor shall report and pay all license and registration fees and all taxes, fees, levies, imposts, duties, assessments, charges and withholdings of any similar nature, however designated (including, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) ("Taxes") now or hereafter imposed or assessed by governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Schedule, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be reported and paid by Lessee ("Lessee Taxes"). Lessee shall within ten (10) days of receipt of invoice reimburse Lessor for all such Lessee Taxes paid by Lessor, together with any penalties or interest in connection therewith attributable to Lessee's acts or failure to act, excluding: (a) Lessee Taxes on or measured by the overall gross or net income of Lessor, (b) as to any Schedule or the related Equipment, Lessee Taxes attributable to the period after the return of such Equipment to Lessor, and (c) Lessee Taxes imposed as a result of a sale or other transfer by Lessor of any portion of its interest in any Schedule or in any Equipment, except for a sale or other transfer to Lessee or a sale or other transfer occurring after and during the continuance of any Lessee Default.

12. GENERAL INDEMNITY. To the extent permitted by applicable law, Lessee shall indemnify, defend, and hold harmless Lessor, its employees, officers, directors, agents and assignees from and against any and all claims arising out of or in connection with any matter involving this Master Agreement, the Equipment, or any Schedule.

13. TAX BENEFIT INDEMNITY. Lessor and Lessee agree that Lessor is entitled to certain federal, state and local tax benefits available to an owner of Equipment (collectively, "Tax Benefits"). Lessee represents, warrants, and covenants to Lessor that (a) all Equipment will be used solely within the United States; and (b) Lessee will take no position inconsistent with the assumption that Lessor is the owner of the Equipment for federal, state, and local tax purposes. If, due to any act or omission of Lessee or any party acting through Lessee, or the breach or inaccuracy of any representation, warranty or covenant of Lessee contained the Master Agreement, Lessor reasonably determines that it cannot claim, is not allowed to claim, loses or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Schedule (a "Tax Loss"), then Lessee shall, promptly upon demand pay to Lessor an amount sufficient to provide Lessor the same after-tax rate of return and aggregate after-tax cash flow through the end of the then-applicable Rental Term of such Schedule that Lessor would have realized but for such Tax Loss except where the Lessor would not be entitled to such Tax Benefits.

14. LIMITATION OF LIABILITY. LESSEE EXPRESSLY AGREES THAT LESSOR SHALL NOT BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER; DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE; LOSS

OF USE OF LESSEE'S MATERIAL, EQUIPMENT OR SYSTEMS; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, OR CLAIMS OF CUSTOMERS OF LESSEE. LESSEE EXPRESSLY AGREES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF LESSOR UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO LESSOR UNDER THIS MASTER AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS MASTER AGREEMENT.

15. LESSEE REPRESENTATIONS AND COVENANTS. Lessee represents, warrants and covenants to Lessor that as of the date of this Master Agreement and for so long as this Master Agreement shall remain in effect: (a) all Equipment will be used by properly trained representatives of Lessee; (b) Lessee is duly organized and validly existing under applicable law in its jurisdiction of formation; (c) Lessee has the power and authority to enter into this Master Agreement; (d) the execution, delivery and performance of the Master Agreement by Lessee have been duly authorized; (e) the execution, delivery and performance of the Master Agreement by Lessee do not (1) conflict with any of Lessee's organizational documents, (2) contravene, conflict with, constitute a default under or violate any laws applicable to the Lessee, (3) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any governmental authority by which Lessee or any of its subsidiaries or any of their property or assets may be bound or affected or (4) require any action by, filing, registration, or qualification with, or governmental approval from, any governmental authority not already obtained or completed; (f) the Master Agreement is enforceable against Lessee in accordance with its terms and such terms do not violate or create a default under any instrument or agreement binding on Lessee; (g) as of the date of its execution of this Master Agreement and as of the Delivery Date of any Equipment, there are no pending or threatened actions or proceedings before any court, administrative agency or other governmental authority related to this Master Agreement or the power or authority of Lessee to enter into this Master Agreement; (h) Lessee shall comply with the requirements of all applicable laws and regulations; (i) the Master Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (j) all financial statements and other related information furnished by Lessee shall fairly present Lessee's financial position as of the dates given on such statements; (k) Lessee's name set forth in the signature block below is Lessee's full and accurate legal name; (l) Lessee's form and jurisdiction of organization, "location" (within the meaning of UCC Section 9-307), organization number and federal tax identification number are as set forth on Exhibit D hereto. Lessee agrees to provide Lessor advance written notice of any change in any of the representations and covenants set forth in clauses (g) through (l) of this Section 15.

16. FORCE MAJEURE. If the performance of any obligation under this Agreement by Lessor is prevented, restricted, or interfered with by reason of war, civil commotion, disruption in the supply chain, acts of public enemies, blockade, embargo, strikes, any law, order, proclamation, regulation, ordinance, demand, or requirement having a legal effect of any government or any judicial authority or representative of any such government, which is beyond the reasonable control of the Lessor, then the Lessor shall, upon giving prior written notice to the Lessee, be excused from such performance to the extent of such prevention, restriction, or interference, provided that the Lessor shall use reasonable commercial efforts to avoid or remove such causes of non-performance and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. The Lessor shall not be in default if any delay or failure to perform any obligation hereunder is caused by events beyond such party's control.

17. DEFAULT. Any of the following shall constitute a default by Lessee under this Master Agreement and all Schedules: (a) Lessee fails to pay any Rent payment or any other amount payable to Lessor under this Master Agreement or any Schedule on the date due; or (b) Lessee defaults on or breaches any of the other terms and conditions of the Master Agreement or any Schedules; or (c) any representation or warranty made by Lessee in the Master Agreement proves to be incorrect, false or misleading when made or deemed made; or (d) any change occurs in relation to the business, management, ownership or financial condition of Lessee or any guarantor of all or any portion of Lessee's obligations under the Master Agreement or any Schedule ("Guarantor") that would have a material adverse effect on Lessee's ability to perform its obligations under this Master Agreement or any Schedule or Guarantor's ability to perform its obligations under its guaranty; or (e) Lessee or Guarantor dissolves or otherwise terminates its existence, ceases to do business or becomes insolvent or fails generally to pay its debts as they become due; or (f) any Equipment is levied against, seized or attached; or (g) Lessee or Guarantor makes an assignment for the benefit of creditors; or (h) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency or receivership law is filed by or against Lessee or Guarantor (and, if such proceeding is involuntary, it is not dismissed within sixty (60) days after the filing thereof) or Lessee or Guarantor takes any action to authorize any of the foregoing matters; or (i) any letter of credit or guaranty issued in support of a Schedule is revoked, breached, cancelled or terminated (unless consented to in advance in writing by Lessor); or (j) any Guarantor fails to fulfill its obligations in favor of Lessor pursuant to its guaranty; or (k) Lessee merges or consolidates with any other corporation or entity, or sells, rents or disposes of all or substantially all of its assets without the prior written consent of Lessor (each a "Lessee Default").

18. REMEDIES. If a Lessee Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare all amounts due and to become due in the current year under any or all Schedules to be immediately due and payable; (b) terminate this Master Agreement or any Schedule; (c) take possession of, or render unusable, any Equipment wherever such Equipment may be located, without demand or notice and without any court order or other process of law, and no such action shall constitute a termination of any Schedule; (d) require Lessee to deliver the Equipment to a location specified by Lessor or allow Lessor access to retrieve such Equipment; (e) terminate any other agreement that Lessor may have with Lessee; or (f) exercise any other right or remedy available to Lessor at law or in equity. To the extent permitted by law, Lessee shall pay Lessor all costs and expenses that Lessor may incur to maintain, safeguard or preserve the Equipment, and other expenses incurred by Lessor in enforcing any of the terms, conditions or provisions of this Master Agreement (including legal fees and collection agency costs). Upon repossession or surrender of any Equipment, Lessor may rent, sell or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof to the amounts owed to Lessor hereunder. Any proceeds of any sale or rent of such Equipment in excess of the

amounts owed to Lessor hereunder shall be retained by Lessor. Lessee agrees that with respect to any notice of a sale required by law to be given, ten (10) days' notice shall constitute reasonable notice. Upon payment of all past due Rent and the Stipulated Loss Value together with interest at the rate of 1.5% per month (or such lesser rate as is the maximum rate allowable under applicable law) from the date declared due until paid, Lessor will transfer to Lessee all of Lessor's interest in the Equipment for which such Rent and Stipulated Loss Value has been paid, which transfer shall be on an "AS IS, WHERE IS" basis, without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment, Lessee acknowledges and agrees as follows: (1) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment for disposition, (2) Lessor may comply with any applicable state or Federal law requirements in connection with any disposition of the Equipment, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition, and (3) Lessor may convey the Equipment on an "AS IS, WHERE IS" basis, and without limiting the generality of the foregoing, may specifically exclude or disclaim any and all warranties, including any warranty of title or the like with respect to the disposition of the Equipment, and no such conveyance or such exclusion or such disclaimer of any warranty shall be deemed to have adversely affected the commercial reasonableness of any such disposition. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be enforced concurrently or separately from time to time.

19. TRUE LEASE; SECURITY INTEREST. LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES OTHERWISE GRANTED TO LESSEE BY UCC §§2A-508 THROUGH 2A-522 AS DEEMED APPLICABLE. If and to the extent that this Master Agreement is deemed a security agreement, Lessee hereby grants to Lessor, its successors and assigns, a security interest in all of Lessee's rights under and interest in the Equipment, all additions to the Equipment, and all proceeds of the foregoing. Such security interest secures all obligations owing by Lessee to Lessor. Lessee authorizes Lessor and any assignee of all or any portion of Lessor's interest in the Master Agreement ("Assignee") to file UCC financing statements disclosing Lessor's or Assignee's interest in the Equipment and in any "Additional Collateral" set forth in any Schedule. Lessee shall provide Lessor with at least forty-five (45) days' prior written notice of any change to Lessee's principal place of business, organization or incorporation.

20. ASSIGNMENT. Lessee shall not transfer, sublease, or assign any of its rights or obligations under the Master Agreement or any schedule.

21. TERMINATION. The Lessor may terminate this Agreement or any Schedule with thirty (30) days' prior written notice, if the Lessee fails to meet its obligations under this Agreement or any Schedule, such as failure to make payments when due. The thirty (30) day period following the written notice shall serve as cure period and if such failure of Lessee to meet its obligations is not cured during this time, then this Agreement or any applicable Schedule shall be immediately terminated pursuant to Sections 4 and 5 of this Agreement.

22. NOTICES. All notices required or permitted to be given under this Master Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed via certified mail or a nationally recognized overnight courier service to the respective addresses set forth on Exhibit D hereto (or such other address or fax number as either party shall so notify the other).

23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL. This Master Agreement and each Schedule shall be governed by the internal laws (as opposed to conflicts of law provisions) of the Commonwealth of Massachusetts. Lessor and Lessee consent to the jurisdiction of any local, state or Federal court located within the Commonwealth of Massachusetts and waive any objection relating to improper venue or forum non-conveniens to the conduct of any proceeding in any such court. Lessee and Lessor hereby expressly waive its right to a jury trial with respect to any action in connection with this Master Agreement.

24. CREDIT REVIEW AND ASSURANCES. Lessee consents to credit reviews by Lessor. Lessee agrees to promptly execute and deliver to Lessor such further documents and take such further action as Lessor may reasonably request in order to carry out the intent and purpose of this Master Agreement more effectively. Without limiting the generality of the foregoing, Lessee agrees (i) to furnish to Lessor from time to time, its certified financial statements, officer's certificates and appropriate resolutions, opinions of counsel and such other information and documents as Lessor may reasonably request, and (ii) to execute and timely deliver to Lessor any documents that Lessor deems reasonably necessary under applicable law to perfect or protect Lessor's security interest in the Equipment or to evidence Lessor's ownership interest therein as the case may be; provided, however, that Lessee authorizes Lessor to file any such financing statement or any amendment or continuation thereof or other document without Lessee's authentication to the extent permitted by applicable law; provided, however, Lessor agrees to file a release or termination of any such financing statement within thirty (30) days after the end of the total term for such Equipment. It is also agreed that Lessor or Lessor's agent may, and is hereby authorized to, file as a financing statement, any rent document (or copy thereof, where permitted by law) that Lessor deems appropriate to perfect or protect Lessor's security interest in the Equipment or to evidence Lessor's ownership interest therein, at Lessor's cost and expense; provided, however, Lessor agrees to file a release or termination with respect to such financing statement or rent document within thirty (30) days after the end of the total term for such Equipment.

25. ENTIRE AGREEMENT; AMENDMENTS. This Master Agreement and all attachments including all Schedules together constitute the entire agreement between Lessor and Lessee relating to the leasing of the Equipment, and supersedes all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.

26. NO WAIVER. Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.

27. INVALIDITY. If any provision of this Master Agreement shall be prohibited by or invalid under law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Agreement and any such Schedule.

28. COUNTERPARTS. This Master Agreement may be executed in counterparts, and, when so executed, each counterpart shall be deemed to be an original and such counterparts together shall constitute one and same instrument. The original of each Schedule shall constitute chattel paper for purposes of the UCC. If there are multiple originals of a Schedule, the one marked "Lessor's Copy" or words of similar import shall constitute the only chattel paper.

29. SURVIVAL. All obligations of Lessee to make payments to, or to indemnify, Lessor and all rights of Lessor shall survive the cancellation or termination of this Master Agreement.

30. NON-APPROPRIATION. If Lessee is a state and/or a local government, Lessee represents that it has funds available to pay Rent until the end of its then-current appropriation period, and that Lessee intends to request funds to make payments in each appropriation period from now until the end of the Rental Term. If either sufficient funds are not appropriated to make payments or any other amounts due under a Schedule (to the extent required by applicable law) is not renewed either automatically or by mutual ratification, the Schedule shall terminate and Lessee shall not be obligated to make payments under this Master Agreement or the Lease beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which payments have been appropriated or the term of this Lease has been renewed, deliver possession of the Equipment to Lessor in accordance with the provisions set forth in Section 5 of this Agreement with the exception that Equipment shall be returned within fourteen (14) days.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Master Agreement on the dates specified below.

LESSEE: Golder Ranch Fire Department

LESSOR: ZOLL MEDICAL CORPORATION

By: _____

By: _____

Name: Vicki Cox Golder

Name: _____

Title: Chairperson, Golder Ranch Fire District

Title: _____

Date: September 19, 2023

Date: _____

EXHIBIT A
FORM OF EQUIPMENT SCHEDULE

Internal Reference Number: Q-54429 V5

MASTER AGREEMENT SCHEDULE – No. 1

ZOLL Medical Corporation (“Lessor”) and Golder Ranch Fire Department (“Lessee”) are parties to the Master Agreement. This Master Agreement Schedule (which shall be identified by the Counterpart Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE SCHEDULE.

A. Description of Items of Leased Equipment are listed in Exhibit 1 hereto.

B. Rental Term: 120 Months

2. Rent Amount: \$19,918.53/Monthly starting Net 30 days (excluding any applicable taxes)

Amount is payable: in arrears: ☒ **X monthly** ☐ quarterly ☐ annually (check one)

Lessee shall pay Lessor the Rent payment specified above for the length of the Rental Term within thirty (30) days after the delivery of the Equipment and monthly, quarterly or annually as set forth above, thereafter on the same date or on the last day of the calendar month if the month does not contain the same Delivery Date.

As used herein, “Replacement Period” shall mean the first 60 months of the Rental Term. Prior to the expiration of the Replacement Period, Lessee shall have the option to elect a one-time replacement of all the Equipment in a category. The replacement devices will be of the same configuration, in new condition and will be the same or newer platform. For example, if Lessee has leased ten defibrillators and ten ventilators, Lessee may elect to replace all ten defibrillators and all ten ventilators, all ten defibrillators and no ventilators or no defibrillators and all ten ventilators, but Lessee shall not be permitted to replace five defibrillators and/or five ventilators. If Lessee replaces Equipment, a second allotment of accessories and disposables will be provided, in the same quantity as the original Schedule, within ninety (90) days of the end of the Replacement Period. If accessories or disposables are not on the original quote and applicable Schedule, then the Lessee shall be financially responsible for new accessories and/or disposables.

For subsequent Equipment Schedules placed for new orders under the Master Agreement (“Subsequent Schedules”), the Replacement Period for such Subsequent Schedules will be adjusted to align with the end of the Replacement Period for the first Master Agreement Schedule. For example, if the Rental Term of the first Schedule is from 01/2025 to 12/2034, then the Replacement Period for such Schedule would expire on 12/2029. If a Subsequent Schedule is entered into with a Rental Term from 05/2027 to 12/2034 because it would be coterminous with the Master Agreement and the Replacement Period for such Subsequent Schedule would still expire on 12/2029 (i.e., the Replacement Period expiration date aligns with the first Schedule). No Subsequent Schedules shall be granted under the Master Agreement after the Replacement Period ends.

3. LEASE PACKAGE:

Lessee will return the Equipment under this program as set forth in Section 5 of the Master Agreement at the expiration or earlier termination of the Rental Term, whichever occurs first.

4. EQUIPMENT LOCATION:

Equipment location shall be as set forth on Attachment 1 of this Schedule.

5. LESSEE’S END-OF-LEASE-TERM.

Fair Market Value. This program package is structured as a Fair Market Value agreement. Upon expiration of the Rental Term, provided that the associated Schedule has not been terminated early by Lessor or Lessee is in accordance with the terms set forth in the Master Agreement, Lessee may purchase all (but not less than all) of the Equipment, for the Fair Market Value as set forth in Section 8 of the Master Agreement (plus all applicable Taxes), which amount shall be due and payable on or before the last day of the applicable Rental Term. If the Lessee fails to return the Equipment, Lessee shall be liable to return the Equipment in accordance with Section 5 of the Master Agreement. In the event Lessor and Lessee are unable to agree on the Fair Market Value of any Equipment, Lessor may (a) select an independent appraiser in its sole discretion to conclusively determine such amount with the cost of the appraiser paid by Lessor or (b) terminate the Schedule and request Lessee to return Equipment in accordance with Section 5 of the Master Agreement.

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN ATTACHMENT 1 OF THIS SCHEDULE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Master Agreement Schedule on the dates specified below.

LESSEE: Golder Ranch Fire Department

LESSOR: ZOLL MEDICAL CORPORATION

By: _____

By: _____

Name: Vicki Cox Golder

Name: _____

Title: Chairperson, Golder Ranch Fire District

Title: _____

Date: September 19, 2023

Date: _____

ATTACHMENT 1 OF SCHEDULE

EQUIPMENT LIST

Item	Part Number	Description	Qty	Location of Equipment
1	601-2231111-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack	25	
2	8300-000676	OneStep Cable, X Series	25	
3	8009-0020	CPR-D-padz and CPR Stat Padz Connector for R Series	25	
4	8000-001128	Accuvent Flow Tube (Box of 10)	25	
5	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	25	
6	REUSE-10-2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist Lock connector	25	
7	REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	25	
8	REUSE-08-2MQ	Welch Allyn REUSE-08-2MQ Cuff, Small Child, 2-Tube, Twist Lock connector	25	
9	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	50	
10	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	11	
11	8000-000393-01	X Series Carry Case, Premium	25	
12	8778-89055-WF	X Series - Worry-Free Service Plan - 5 Years On-Site At Time of Sale	25	
13	8400-110045	CaseReview Premium Subscription, R Series and X Series, Hosted	25	
14	8000-000151	RD Rainbow SET MD20-04 EMS Patient Cable, 4ft	25	
15	8000-000862	LNCS-II Rainbow DCI 8λ SpCO Adult Sensor, 3ft	25	
16	8000-000863	LNCS-II Rainbow DCIP 8λ SpCO Pediatric Sensor, 3ft	25	
17	6008-9901-61	ZOLL X Series Trade In Allowance (EMS Group)	21	

EXHIBIT B

ALS/BLS Software Solutions Master Application Service Provider Agreement

1. Schedules. Lessor shall provide to Lessee the ASP Services, Implementation Services and Support Services identified in any Schedule under the ZOLL One Program Master Agreement (“Master Agreement”) in accordance with the terms of this ALS/BLS Software Solutions Master Application (“ASP Agreement”). ASP Services are further defined in Section 2. Implementation Services are further defined in Section 3. Support Services are further defined in Section 4. The ASP Services, Implementation Services, and Support Services are each, and are collectively, “**Services**.” The terms and conditions set forth in this ASP Agreement shall only apply to Equipment leased under the associated Schedule and the Master Agreement. For the sake of clarity, these terms and conditions do not apply to any Lessor patient care reporting software, which would be purchased under a separate agreement.

2. ASP Services. “ASP Services” means the hosting and maintenance of Lessor software, as modified, updated, and enhanced (the “**Underlying Software**”), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by Lessor to Lessee (the “**Lessor Site**”) in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by Lessor (the “**Documentation**”), as listed in any Schedule for such services and before that Schedule has expired or been terminated in accordance with the Master Agreement. Lessee acknowledges that the ASP Services are only compatible with Lessor equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

2.1. Provision of ASP Services. Subject to the terms and conditions of the Master Agreement, Lessor will use commercially reasonable efforts to make the ASP Services available to Lessee and Lessee’s employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Lessee and registered through the Lessor Site for such use (“**Registered Users**”) through the Lessor Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Lessee, not Lessor, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Lessee acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by Lessor, or a Lessor affiliate or a third party, or any combination of such facilities, as determined by Lessor. Lessee acknowledges that Lessor may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, Lessor will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Lessee, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. Lessor will use commercially reasonable efforts to notify Lessee within a reasonable period of time prior to the implementation of such changes so that Lessee is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Lessee’s use of them. Notwithstanding anything to the contrary in the Master Lessor may cease providing any ASP Services upon at least six months advance notice to Lessee.

2.2. Access Software. Subject to the terms and conditions of this ASP Agreement, Lessor grants to Lessee, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the Lessor software that Registered Users may download at the Lessor Site to access the ASP Services, as modified, updated and enhanced (the “**Access Software**”), each as made available to Lessee through the Lessor Site, solely for Lessee’s internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the “**Software**.”

2.3. Restrictions. Lessee shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Master Agreement. Lessee agrees not to use the ASP Services in excess of its authorized login protocols. Lessee shall immediately notify Lessor of any unauthorized use of Lessee’s login ID, password or account or other breach of security. If Lessee becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Lessee will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying Lessor of any such event so that Lessor may also attempt to remedy the problem and prevent its future occurrence.

2.4. Service Level Targets.

2.4.1. Downtime. “Downtime,” expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

2.4.2. Planned Downtime. “Planned Downtime” is Downtime during which ASP Services may not be available in order for Lessor to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. “Standard Maintenance” is performed when upgrades or system updates are desirable. “Emergency Maintenance” is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. Lessor will provide Lessee with notice at least 24 hours in advance of Standard Maintenance.

2.4.3. Excused Downtime. “Excused Downtime” time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than Lessor, (b) software, services or systems operating outside of a Lessor Site, including any software or systems operating on a Lessee’s premises (including Lessor software); (c) a Force Majeure Event or (d) Lessee’s failure to comply with its obligations under the Master Agreement or use of the ASP Services in ways that were not intended.

2.4.4. Unplanned Downtime. Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x\%, \text{ where “x” is Unplanned Downtime.}$$

2.4.5. Unplanned Downtime Goal. Lessor endeavors to provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the “**Unplanned Downtime Goal**”). The ASP Services covered by the Unplanned Downtime Goal are those for which Lessee has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with this ASP Agreement and the Master Agreement.

2.4.6. Revocation of Administrative Rights. Notwithstanding anything to the contrary in this ASP Agreement, Lessor may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

2.4.7. Lessee Content; Security.

2.4.7.1. Lessee Content. As between Lessor and Lessee, Lessee will retain all right, title and interest in and to all data, information or other content provided by Lessee in its use of the ASP Services (“**Lessee Content**”); *provided, however*, that Lessor may de-identify Lessee Content and use it for any lawful purpose not prohibited by HIPAA.

2.4.7.2. Security. Subject to Lessee's obligations under this ASP Agreement, Lessor will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Lessee Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

2.4.7.3. Retention of Lessee Content. Although Lessor will use commercially reasonable efforts to maintain the integrity of the Lessee Content, to back up the Lessee Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Lessee Content may occur. Lessee will be responsible for compliance with all records retention requirements applicable to Lessee. Lessor will not be responsible for any loss, corruption of or inaccessibility of the Lessee Content due to interruption in the ASP Services or otherwise arising out of circumstances not within Lessor's control.

2.4.7.4. Availability of Lessee Content. It is Lessee's responsibility to maintain any Lessee Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Master Agreement, Lessor will store Lessee Content, other than Inactive Lessee Content as defined below (the "**Active Lessee Content**"), in Lessor's working data set until the earlier of (i) five years (calculated from the date of creation of such Lessee Content, or Lessor's receipt of such Lessee Content, whichever is later) or (ii) the expiration or termination of this ASP Agreement or the Schedule under which such Active Lessee Content was stored (the "**Active Retention Period**"). Upon the expiration of the Active Retention Period, Lessor will notify Lessee in writing and will provide Lessee the option, which Lessee shall exercise by informing Lessor in writing, within 30 days of receiving the notice, that either (a) Lessee wishes to receive Active Lessee Content in a database determined by Lessor in its sole and absolute discretion (a "**Database**"), or (b) Lessee will pay Lessor, at Lessor's then-current storage rates and upon Lessor's then-current terms and conditions, to continue to store the Active Lessee Content. If Lessee fails to exercise one of the foregoing options within such 30-day period, Lessor will have the right to destroy the Active Lessee Content. During the time Lessor stores Lessee Content for Lessee hereunder, Lessor may periodically identify Lessee Content that has had no activity associated with it for at least 180 days ("**Inactive Lessee Content**") and will notify Lessee in writing of its intent to remove the Inactive Lessee Content from Lessor's working data set and destroy such data, unless Lessee requests, in writing, within 30 days of receiving the notice from Lessor, that either (z) Lessee wishes to receive the Inactive Lessee Content in a Database, or (y) Lessee will pay Lessor, at Lessor's then-current storage rates and upon Lessor's then-current terms and conditions, to continue to store such Inactive Lessee Content. If Lessee fails to exercise one of the foregoing options within such 30-day period, Lessor will have the right to destroy the applicable Inactive Lessee Content in its possession or under its control. Except for this Section 3.4.7.4, the terms of Section 3.4 (including, without limitation, the Unplanned Downtime Goal) do not apply to Lessee's access of Inactive Lessee Content. Lessee represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Lessee Content maintained by Lessor; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon Lessor to assist with determining the records maintenance or retention requirements applicable to it.

2.4.8. Modifications. Changes to this Section 2.4 may be made from time to time at Lessor's sole discretion. Lessee will be notified of any such changes that are material.

3. Implementation Services. Lessor shall provide ASP Services implementation, training and any related services identified in a Schedule (the "**Implementation Services**"). Lessee shall, in a timely manner and at its own expense, cooperate and provide or make available to Lessor access to the Lessee's premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by Lessor to enable Lessor to perform the Implementation Services. Lessee acknowledges that any time frames or dates for completion of the Implementation Services set out in a Schedule are estimates only and the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Lessee. Any obligations as to time are therefore on a "reasonable efforts" basis only and Lessor shall not be liable for failure to meet time frames or completion dates unless solely due to Lessor's gross negligence.

4. Support Services. Lessor shall provide the following Support Services for ASP Services, except that Lessor will have no obligation to provide such Support Services if any payments are past due.

4.1. Support.

4.1.1. Emergency Support. Lessor shall provide telephone support to Lessee for 24 hours a day, 7 days a week, to address Errors that prevent Lessee from using Supported ASP Services for a purpose for which Lessee has an immediate and material need. "**Supported ASP Services**" means the ASP Services for which Lessee has paid the then-current Fees. "**Supported Environment**" means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. "**Error**" means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

4.1.2. Technical Support. Lessor shall provide telephone support to Lessee during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding Lessor holidays ("**Business Hours**") to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

4.1.3. Resolution. Lessor shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects ("**Resolution**").

4.1.4. Expenses. Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in Lessor's sole discretion. Should Lessee request that Lessor send personnel to Lessee's location to resolve any Error in the Supported ASP Services, Lessor may charge Lessee a fee of \$2,500 for each day Lessor personnel is at Lessee's location.

4.1.5. Exceptions. Lessor shall have no responsibility under this ASP Agreement to fix any Errors arising out of or related to the following causes: (a) Lessee's modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by Lessor; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication interfaces; or causes other than ordinary use. Any corrections performed by Lessor for such Errors shall be made, in Lessor's reasonable discretion, at Lessor's then-current time and material charges. Lessor will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Master Agreement, (i) Lessor may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Lessee of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

4.2. Conditions and Limitations. Lessee shall provide Lessor with access to Lessee's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Lessee's employees having the highest privilege or clearance level. Lessor will inform Lessee of the specifications of the remote access methods available and associated software needed, and Lessee will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

5. Warranties.

5.1. Implementation Services and Support Services. Subject to Lessee being current with its payments under the Master Agreement, any Implementation Services or Support Services provided to Lessee will be performed with due care in a professional and workmanlike manner. Lessor shall perform the Implementation Services or Support Services again if Lessor was unsuccessfully in completing the Implementation Services and/or Support Services. Lessee

shall notify the Lessor in writing within thirty (30) days following performance of the unsuccessful Implementation Services or Support Services, specifying the nature of the unsuccessful services in reasonable detail.

5.2. ASP Services and Access Software. Subject to the Lessee being current with payments under the Master Agreement, Lessor states with respect to any ASP Services that (i) Lessor has the right to license the Access Software and Documentation and make the ASP Services available to Lessee pursuant to this ASP Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. Lessor does not warrant that Lessee's use of the ASP Services will be error free or uninterrupted. Lessee will notify Lessor in writing of operating issues with respect to any ASP Services prior to the expiration or termination of the associated Schedule for such ASP Services. If Lessor is unable to provide a correction or workaround pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, Lessor may terminate such Schedule upon written notice to Lessee. Any such correction or workaround shall not extend the term of such Schedule. This [Section 5.2](#) sets forth Lessee's exclusive remedy, and Lessor's entire liability, for operating issues for the ASP Services contained herein.

5.3. Warranty Disclaimers. The remedies for the Software and Services are solely and expressly as set forth in [Section 5.1](#) and [Section 5.2](#) and are expressly qualified, in their entirety, by this [Section 5.3](#). EXCEPT AS EXPRESSLY SET FORTH IN [SECTION 5.1](#) AND [SECTION 5.2](#), (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) LESSOR DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) LESSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS ASP AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF LESSOR'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Lessee acknowledges and agrees that, in entering into this ASP Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to Lessor's existing products and services. Lessor's performance obligations hereunder are limited to those expressly enumerated herein, and payment for Lessor's performance obligations shall be due as described herein.

6. Confidentiality. Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this ASP Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this ASP Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be Lessor's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this [Section 7](#) with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this ASP Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

7. Indemnification.

7.1. By LESSOR. Lessor will defend, at its own expense, any action against Lessee or its or any of its agents, officers, director, or employees ("Lessee Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and Lessor will pay those costs and damages finally awarded against the Lessee Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Lessee: (a) notifying Lessor promptly in writing of such claim or action; (b) giving Lessor sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with Lessor and, at Lessor's request and expense, assisting in such defense. If any of the Software or Services become, or in Lessor's opinion is likely to become, the subject of an infringement claim, Lessor may, at its sole option and expense, either: (i) procure for Lessee the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this ASP Agreement, in whole or in part. Notwithstanding the foregoing, Lessor will have no obligation under this [Section 7.1](#) or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this ASP Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by Lessor if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Lessee to implement any replacements, corrections or modifications made available by Lessor for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by Lessor; (4) any Lessee Content; or (5) any modification of any Software or Services or use thereof by any person other than Lessor or its authorized agents or subcontractors. This [Section 8](#) states Lessor's entire liability and the exclusive remedy for any claims of infringement.

7.2. By Lessee. Lessee shall indemnify, defend and hold Lessor and its agents, officers, directors and employees (the "Lessor Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this ASP Agreement by the Lessor Parties: (i) information provided to any of the Lessor Parties by any of the Lessee Parties; (ii) any of the Lessee Parties' use or misuse of any of the Software or Services, including without limitation in combination with Lessee's software or services or third party software or services; (iii) any modifications made by any of the Lessee Parties to any of the Software or Services; (iv) infringement by any of the Lessee Parties of any third party intellectual property right; (v) Taxes (other than taxes based on Lessor's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Lessee; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Lessee Parties.

8. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL LESSOR OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY LESSOR OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES.

LESSOR'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE PRO-RATED PORTION AMOUNT PAID TO LESSOR BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS ASP AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Lessee acknowledges that these limitations reflect the allocation of risk set forth in this ASP Agreement and that Lessor would not enter into this ASP Agreement without these limitations on its liability. Lessee agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this ASP Agreement are Lessee's sole and exclusive remedies. In addition, Lessor disclaims all liability of any kind of Lessor's licensors and suppliers, for third party products or services, and for the actions or omissions of Lessee's representatives.

9. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of Lessor (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by Lessor to perform its obligations under this ASP Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that Lessor makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "**Executable Code**"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "**Source Code**"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "**Lessor Property**"). If any derivative work is created by Lessee from the Software or Services, Lessor shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Lessee hereunder are reserved by Lessor.

10. Term and Termination.

10.1. Term. The term of this ASP Agreement ("**Term**") begins on the effective date of the associated Schedule incorporating this ASP Agreement and continues until it is terminated. The term of each associated Schedule begins on the effective date of such Schedule and continues until it expires or is terminated.

10.2. Termination. Either party may terminate this ASP Agreement without cause upon thirty (30) days' prior written notice to the other party. Either party may terminate this ASP Agreement if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party. This ASP Agreement may not extend beyond the term of the associated Schedule.

10.3. Effects of Termination. Upon expiration or termination of this ASP Agreement for any reason: (a) all amounts, if any, owed to Lessor for ASP Service or the associated Schedule that has expired or been terminated (the "**Expired or Terminated Document**") before such termination or expiration will become immediately due and payable; (b) Lessee's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Lessee must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software, if any, from Lessee's computers and the computers of its customers and return to Lessor or destroy all copies of such Access Software and related Documentation on tangible media in Lessee's possession and (iii) return or destroy all copies of the Documentation in Lessee's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form.

11. General Provisions.

11.1. Compliance with Laws. Lessee shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Lessee will not use any ASP Services for any purpose in violation of any applicable laws. Lessor may suspend performance if Lessee violated applicable laws or regulations.

11.2. Audits and Inspections. Upon written request from Lessor, Lessee shall furnish Lessor with a certificate signed by, at least, Vice President level executive of Lessee stating that the ASP Services are being used strictly in accordance with the terms and conditions of this ASP Agreement. During the Term and for a period of six months following the termination or expiration of this ASP Agreement, upon prior written notice, Lessor will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Lessee's records relating to Lessee's use of the ASP Services to ensure it is in compliance with the terms of this ASP Agreement.

11.3. Assignments. Assignment terms are set forth in the Master Agreement and shall also apply to this ASP Agreement.

11.4. U.S. Government End Users. If Lessee is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

11.5. Notices. All notices, consents, and approvals under this ASP Agreement shall be the same terms as set forth in the Master Agreement.

11.6. Governing Law and Venue; Waiver of Jury Trial. This ASP Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this ASP Agreement. Any action or proceeding arising from or relating to this ASP Agreement shall be brought in a federal or state court in the Commonwealth of Massachusetts, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. Each party hereby knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury in respect of any litigation arising out of or in connection with this agreement.

11.7. Remedies. Except as otherwise expressly provided in this ASP Agreement, the parties' rights and remedies under this ASP Agreement are cumulative. Lessee acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of Lessor, that any actual or threatened breach hereof will constitute immediate, irreparable harm to Lessor for which monetary damages would be an inadequate remedy, and that Lessor will be entitled to injunctive relief for such breach or threatened breach. Lessee further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach but shall be in addition to all other remedies available at law or equity to Lessor.

11.8. Waivers. Any waiver or failure to enforce any provision of this ASP Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.9. Severability. If any provision of this ASP Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this ASP Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this ASP Agreement, and this ASP Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

11.10. Independent Contractors. The parties are entering into, and will perform, this ASP Agreement as independent contractors. Nothing in this ASP Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

11.11. Third Parties. If Lessee engages a third-party provider ("**Third Party Provider**") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services ("**Third Party Products or Services**"), Lessee represents, warrants and agrees that: (i) Lessee is solely responsible for any amounts owed to Third Parties Provider, (ii) Lessor shall have no liability, and makes no representation, with respect to

such Third Party Products or Services; and (iii) the Third Party Provider shall not be an agent of Lessor. To the extent the ASP Services or Software contains software owned by a third party for which Lessor has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements Lessor may have for such software.

11.12. Force Majeure. Neither party shall be liable for failure of performance hereunder arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Lessee that interferes with or impedes Lessor's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "**Force Majeure Event**").

11.13. Amendment; No Third-Party Beneficiaries; Survival. This ASP Agreement may not be amended or changed, or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Lessee but not signed by an authorized representative of Lessor shall have no force or effect. There are no third-party beneficiaries of this ASP Agreement. Those provisions of this ASP Agreement that may be reasonably interpreted as surviving termination of this ASP Agreement or the survival of which is necessary for the interpretation or enforcement of this ASP Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 6 (Confidentiality), Section 7 (Indemnification), Section 8 (Limitation on Liability), Section 9 (Ownership), Section 10.3 (Effects of Termination) and Section 11 (General Provisions). This ASP Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

12. HIPAA. This Section 12 applies if and to the extent that Lessor creates, receives, maintains or transmits, directly or indirectly, any protected health information of Lessee ("**PHI**") in the course of providing Software or Services to Lessee. Capitalized terms used but not defined in this Section 12 have the meanings assigned to them elsewhere in the ASP Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "**HIPAA**"). "**Covered Entity**" as used herein means Lessee. "**Business Associate**" as used herein means Lessor. The purpose of this Section 12 is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA.

12.1. Applicability. This Section 12 applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

12.2. Compliance and Agents. Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this Section 12 with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

12.3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this ASP Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this ASP Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Master Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

12.4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this ASP Agreement.

12.5. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

12.6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this ASP Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of "**unsecured protected health information**," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this ASP Agreement.

12.7. Individual Access. In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

12.8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

12.9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

12.10. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to the U.S. Department of Health and Human Services ("**DHHS**"), its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

12.11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

12.12. HITECH Act Compliance. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

12.13. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Section 12, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this ASP Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

12.14. Return of PHI. Business Associate agrees that upon termination of this ASP Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 12 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

12.15. De-identified Health Information. Business Associate may de-identify any and all PHI and may create a “**Limited Data Set**” in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any purpose not prohibited by HIPAA. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

12.16. Survival. All representations, covenants, and agreements in or under this Section 12 shall survive the execution, delivery, and performance of this ASP Agreement.

12.17. Further Assurances; Conflicts. Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 12. The terms and conditions of this Section 12 will override and control any expressly conflicting term or condition of the Master Agreement. All non-conflicting terms and conditions of the Master Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Master Agreement does not conflict with this Section 12.

12.18. Applicable Law. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this ASP Agreement and may affect the parties' obligations hereunder. The parties agree to take such action as is necessary to amend this ASP Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

EXHIBIT C

Worry-Free Service Plan

WORRY-FREE SERVICE PLAN

The following repair services are included under the Worry-Free Service Plan (“Worry-Free”). Should Equipment be deemed unrepairable, based on Lessor’s generally accepted technical support practices, replacement of such Equipment shall be the responsibility of Lessee.

1. Field Preventive Maintenance at Lessee’s facility, including:
 - Provide documentation for regulatory agencies
 - Manage and track Lessee’s Preventive Maintenance (“PM”) schedule
 - Test all device parameters
 - Identify and/or troubleshoot potential issues and make recommendations
 - Troubleshoot device(s) and/or accessories under contract
 - Inspect battery chargers and review battery management as required
2. Telephone Support 24/7
3. General software updates
4. Free loaner equipment as determined by Lessor
5. Technical support for Equipment as described on the ZOLL website (<https://www.zoll.com/contact/technical-support>)
6. Waiver of shipping and handling fees
7. Waiver of Minimum Service Fee
8. Repair or replacement of parts within the charger that are subject to normal wear and burnout during normal use, including but not limited to, lamps, fuses, batteries, patient cables and accessories.
9. Repair or replacement, at Lessor’s sole option, at no charge to the Lessee, of the charger if it is affecting the integrity of the device.
10. SurePower chargers (parts and labor covered for normal wear and tear as determined by Lessor)
11. ECG 12-lead cable replacement upon failure, excluding physical damage, with one replacement per unit per year.
12. On-site device deployment when repaired unit is returned
13. Lithium-ion SurePower II Battery replacement (upon end of life), subject to the following:
 - Batteries must be maintained per Lessor’s recommended maintenance program
 - Batteries are replaced upon failure, one for one, throughout the term of the Schedule, should the SurePower battery or SurePower Charger display a fault.
 - Batteries must be evaluated, and the failure confirmed by Lessor Technical Support and/or an on-site field service technician.
 - Up to three batteries per device will be covered for batteries acquired from Lessor in the last 24 months. (When service plan purchased post-sale.)
 - For batteries acquired from Lessor over twenty-four (24) months prior, one battery per device will be covered.
14. Accidental damage coverage. Includes one device outer housing replacement per year per device. Catastrophic damage beyond repair will not be covered. Lessor’s regular service charges shall apply if device is in need of a second outer housing replacement within twelve (12) months of previous outer housing replacement, providing device is still under this Worry-Free plan.

ON-SITE SUPPORT OPTION

15. On-site Support, including evaluation and packing of device for return to Lessor’s service depot
 - On-site Support – 48–72-hour response. Includes authorized on-site device repairs for all capital equipment included in Exhibit A, evaluation, packing of device for return to Lessor’s service depot.

- In the event of a reported device malfunction, the device should be made available to the Lessor's Field Service Engineer ("FSE") during the scheduled visit at one of the two centrally located stations.
- A primary and back-up contact must be provided to the FSE for all communication.
- Routine service inspections will be conducted on Lessee's site during normal working hours (8.30am – 5.30pm EST, Monday – Friday).
- Outside of normal business hours, arrangements are available by request only. Lessor reserves the right to charge additional fees for such services, to be agreed between Lessor and Lessee.

16. The postponement of a routine service inspection shall not diminish Lessee's responsibility for the continued proper use and upkeep of the equipment, in accordance with the applicable user manuals.

17. ECG 12-lead cable replacement upon failure, excluding physical damage, one replacement per unit per year

EXHIBIT D

Notice Information:

If to Lessor by mail to:

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Attn: Contracts Department 214

If to Lessee:

Golder Ranch Fire Department
3885 East Golder Ranch Drive
Tucson, AZ 85739
Attn: Tony Rutherford

If to Lessor by email to both:

Contracts@zoll.com

All notices of a legal nature should also
be sent to:

By mailto:

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Attn: Office of General Counsel

By email to:

LegalNotice@zoll.com

Lessee's Information:

Lessee hereby represents and warrants, as of the date of the Master Agreement and each Schedule (subject to any updates provided to Lessor):

1. The exact legal name of Lessee, as set forth in its formation documents, is [LEGAL NAME OF LESSEE COMPANY].
2. Lessee is a subdivision in the State of [STATE].
3. Lessee's federal tax identification number is: [TAX ID NUMBER].



ACKNOWLEDGMENT FORM

The Town of Gilbert, Arizona

Purchase Contract No. 321000294

This sign form is to acknowledge that the ____ **(Entity Name)** ____ located at ____ **(Address)** ____ ("Customer"), as of the date of this request, would like to access The Town of Gilbert, Arizona Purchase Contract No. 321000294. This contract is effective 10/19/2021 through 06/30/2026 with ZOLL Medical Corporation. As per the purchasing agreement included therein, by signing this request, I am certifying that I am a person authorized to bind the agency, and by doing so agree to accept all terms and conditions as stated within said contract.

AGENCY NAME:

Date:

By:

Name:

Title:

GOLDER RANCH FIRE DISTRICT

BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Dave Christian, Finance Director

DATE: September 19, 2023

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE GOLDER RANCH FIRE DISTRICT RECONCILIATION AND MONTHLY FINANCIAL REPORT

ITEM #: 8D

REQUIRED ACTION: ☐ Discussion Only ☒ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☒ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☐ Legal Review

BACKGROUND

Presented are the monthly financial reports and cash reconciliation.

RECOMMENDED MOTION

Motion to approve and accept the Golder Ranch Fire District reconciliation and monthly financial report as presented.

Golder Ranch Fire District
Summary Budget Comparison - SUMMARY BUDGET TO ACTUAL **BOARD PACKET**
From 8/1/2023 Through 8/31/2023

Account Code	Account Title	Current Period Actual	Current Period Budget	Current Period Budget Variance - Original	YTD Actual	YTD Budget	YTD Budget Variance - Original
5000	Labor/Benefits/Employee Development	2,482,305.30	2,472,806.53	(9,498.77)	5,254,111.23	5,273,437.33	19,326.10
6000	Supplies/Consumables	118,456.37	138,620.85	20,164.48	227,223.52	280,741.70	53,518.18
6500	Vehicle / Equipment Expense	62,144.88	92,982.89	30,838.01	111,662.69	240,465.78	128,803.09
6750	Utilities / Communications	40,709.80	44,760.63	4,050.83	75,258.23	85,250.42	9,992.19
7000	Professional Services	248,485.76	136,165.98	(112,319.78)	318,957.05	253,831.96	(65,125.09)
7500	Dues/Subscriptions/Maint. Fees	55,214.59	37,232.08	(17,982.51)	120,303.19	136,433.16	16,129.97
7750	Insurance	0.00	0.00	0.00	62,714.24	56,632.00	(6,082.24)
8000	Repairs / Maintenance	44,007.47	71,347.89	27,340.42	63,430.45	166,275.78	102,845.33
9000	Debt Service	44,478.46	43,738.27	(740.19)	136,751.62	104,458.54	(32,293.08)
9500	Capital Outlay	251,797.71	646,499.99	394,702.28	368,577.58	775,125.98	406,548.40
Report Difference		(3,347,600.34)	(3,684,155.11)	336,554.77	(6,738,989.80)	(7,372,652.65)	633,662.85

**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Shannon Ortiz, Board Services Supervisor

DATE: September 19, 2023

SUBJECT: FUTURE AGENDA ITEMS

ITEM #: 9

REQUIRED ACTION: ☒ Discussion Only ☐ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☐ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☐ Legal Review

BACKGROUND

This agenda item allows an individual Governing Board member to recommend item(s) to go on future agendas.

Pursuant to A.R.S. §38-431.2(H), the Board will not discuss the items(s) at this time because it would be a violation of the Open Meeting Laws and no voting action will be taken on the recommended item.

RECOMMENDED MOTION

No motion is necessary for this agenda item.

**GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM**

TO: Governing Board

FROM: Shannon Ortiz, Board Services Supervisor

DATE: September 19, 2023

SUBJECT: Call to the Public

ITEM #: 10

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.

RECOMMENDED MOTION

No motion is necessary for this agenda item.