

**GOLDER RANCH FIRE DISTRICT
GOVERNING BOARD MEETING
PUBLIC NOTICE AND AGENDA-AMENDED
& BUDGET STUDY SESSION**

**Wednesday, April 23, 2025, 9:00 a.m.
1600 E. Hanley Boulevard Oro Valley, AZ 85737**

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 Special Session that begins at approximately 9:00 a.m. on Wednesday, April 23, 2025. The meeting will be held at the Fire Headquarters Board Room, which is located at 1600 E. Hanley Boulevard Oro Valley, Arizona 85737. Members of the GRFD Governing Board will attend either in person or by telephone conference call. 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. CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not on the agenda. Therefore, action taken as a result of public comment will be limited to directing staff to study the matter or scheduling the matter for further consideration and decision at a later date. Those wishing to address the Golder Ranch Fire District Governing Board need not request permission in advance. A member of the public may speak for a reasonable time as determined by the Board on an oral presentation. The Board may adjust time limitations and all individuals desiring to address the Board will have the same opportunity. 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.

4. CONSENT AGENDA

A. APPROVE AND ADOPT THE AGREEMENT WITH IMPAIRMENT SCIENCE INC.

5. REGULAR BUSINESS

A. BUDGET STUDY SESSION

6. ADJOURNMENT

Sandra Outlaw, Clerk of the Board
Golder Ranch Fire District

If any disabled person needs any type of accommodation, please notify the Golder Ranch Fire District Fire Headquarters 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 Fire Headquarters 1600 E. Hanley Boulevard Oro Valley, AZ 85737.

Posted By: Shannon Ortiz 4/17/2025 by 11:00 a.m.
Amended agenda posted by: Shannon Ortiz 4/17/2025 by 5:00 p.m.





GOLDER RANCH FIRE DISTRICT BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Tom Brandhuber, Fire Chief

MTG. DATE: April 23, 2025

SUBJECT: Call to the Public

ITEM #: 3

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: Allison Delong, HR Director

MTG. DATE: April 23, 2025

SUBJECT: APPROVE AND ADOPT THE LICENSE AGREEMENT FOR
IMPAIRMENT SCIENCE INC

ITEM #: 4A- CONSENT AGENDA

REQUIRED ACTION: ☐ Discussion Only ☒ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☒ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☒ Legal Review

BACKGROUND

Impairment Science Inc, provides the DRUID app. This app helps assess impairment in the workforce. This includes, but is not limited to, impairment due to loss of sleep, medications, illegal substances, and alcohol. The original letter of agreement, approved at the December board meeting, allowed a significant discount as well as a three-month clause to be cancelled if desired.

This License Agreement includes the discounted rate but at our full suppression headcount and will be effective for the next 12 months.

The district and the Union have assessed this app for usefulness and would like to enter into the annual License Agreement with Impairment Science Inc.

RECOMMENDED MOTION

If the item remains on consent agenda (no discussion):

Motion to approve the April 23, 2025, Consent Agenda.

If item is removed consent from consent agenda (discussion can take place or questions can be asked):

Motion to approve the license agreement with Impairment Science.

Impairment Science, Inc.

ENTERPRISE SUBSCRIPTION AGREEMENT

Subscriber: Golder Ranch Fire District	Provider: Impairment Science, Inc.
Contact: Allison Delong, Director of Human Resources	Contact: Chris Bensley
E-Mail: adelong@grfdaz.gov	E-Mail: chris@impairmentscience.com
Phone: 520-825-9001	Phone: 617-612-5800
License Term: 12-months, beginning on the Effective Date ("Subscription Term").	
Number of Licensed Users: 245	
License to: The <i>Druid app</i> and <i>Druid Enterprise</i> database and portal	
License Fee: \$48.00 per user per year (\$4 per user per month), \$11,760.00 for the Subscription Term ("Subscription Fee")	
Customer Support: <ul style="list-style-type: none">• <u>Availability:</u> 9:00am-6:00pm ET, weekdays excluding holidays.• <u>Method:</u> Telephone: 617-612-5800; Email: chris@impairmentscience.com	

THIS ENTERPRISE SUBSCRIPTION AGREEMENT ("Agreement") is entered into as of April 1, 2025 ("Effective Date") between **Impairment Science, Inc.**, a Delaware corporation, with its principal office at 1035 Cambridge St., Suite #1, Cambridge, Massachusetts 02141 ("Provider"), and the **Golder Ranch Fire District**, located at **1600 E Hanley Blvd, Tucson, AZ 85737** ("Subscriber"). Collectively the "Parties" or individually a "Party."

This Agreement includes the Order Form, above, and the following Terms and Conditions.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective as of the date first above written.

PROVIDER: **Impairment Science, Inc.**

SUBSCRIBER: **Golder Ranch Fire District**

By: _____

By: _____

Name: Rob Schiller

Name: _____

Title: Chief Executive Officer

Title: _____

Terms and Conditions

The Parties agree to the following terms and conditions for Subscriber's use of the Services

1. Definitions.

- 1.1 "Content" means any materials under Provider's control related to the Services, (i) including but not limited to computer software, text, graphics, images, video, audio, data, designs, logos, downloadable material or software, and other material that is a part of or is used to support the Services, and (ii) information or data developed or provided by the Subscriber and by authorized individual users when using the Services.
- 1.2 "Services" means the products *Druid*, *Druidapp*, or *Druid Enterprise* (known by these names or by any other names) and any related services described in the Order Form or attachment to this Agreement. The Services also include Subscriber's access and use of Content, Related Materials.
- 1.3 "Related Materials" means all materials not defined as Services or Content that are furnished by Provider in conjunction with the Services, and shall include, without limitation, input information, format specifications, and instructional and other documentation, including all guides and manuals.

2. Access and Use of the Services.

In consideration of payment of the Subscription Fee set forth in the Order Form, Provider hereby grants to Subscriber a limited, non-exclusive, non-transferable, revocable right to access and use the Services for the Subscription Term. Subscriber agrees that Provider may access the de-identified test scores, and other such data of its users, for Provider's own research, development, and marketing purposes only.

3. Usage and Restrictions

- 3.1 Usage. The Services, Content, and Related Materials are only for Subscriber's internal use only by its employees and consultants.
- 3.2 Restrictions. Subscriber shall not decompile, reverse engineer, disassemble, translate, copy or otherwise duplicate any of the Content or Services or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part. Subscriber shall not modify, enhance or otherwise create derivative works of or improvements to the Content Services. Subscriber shall not remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks associated with the Services, Content, or Related Materials, or other symbols, notices, marks, or identifying numbers on or relating to any copy of the Content, Services or Related Materials. Subscriber shall not sell, rent, lease, assign, or grant any right to any third party to the Content or Services in whole or in part.
- 3.3 External Sites. Links to Third-party websites ("External Sites") may be included in the Services and such internet links are provided by Provider solely as a convenience to Subscriber, and such provision is not endorsement or any sort of warranty by Provider of the content, data, or processes available through such External Sites, for which Provider cannot and does not accept any responsibility or liability.

4. Termination

- 4.1 Termination. A Party may terminate this Agreement by providing written notice to the other Party for any reason or upon such Party's material breach of this Agreement, subject to such Party's right to cure within thirty (30) days after receipt of written notice of such breach.
- 4.2 Effect of Termination. Upon any termination of this Agreement for any reason, Subscriber's rights to access and use the Services shall immediately terminate and upon the Disclosing Party's written request, the Receiving Party shall immediately return all Confidential Information of the Disclosing Party to the

Disclosing Party. The following provisions shall survive expiration or termination of the Agreement: Subscriber's payment obligation under the Order Form, Sections 4.2, 5, and 7-17 inclusive.

5. Confidentiality Obligations

5.1 "Confidential Information" means any and all technical, business, or proprietary information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), orally or in writing, including, but not limited to, information regarding the Disclosing Party's business strategies and practices, methodologies, trade secrets, know-how, product information, technologies, software, and customers. Without limiting the foregoing, Provider's proprietary software, its Subscribers and users of its products, and the pricing and terms of this Agreement are Confidential Information of Provider. Confidential Information shall not include information that the Receiving Party can demonstrate: (a) is generally available to the public through no improper action or inaction by the Receiving Party; (b) was known by the Receiving Party or in the Receiving Party's possession prior to receipt of the Disclosing Party's Confidential Information as shown by the Receiving Party's business records kept in the ordinary course; (c) is disclosed with the prior written approval of the Disclosing Party; (d) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information and provided that the Receiving Party can demonstrate such independent development by documented evidence prepared contemporaneously with such independent development; or (e) becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party's rights. The obligations set forth in this Section 5 shall not apply to the extent that disclosure of Confidential Information is required by law, regulation, ordinance or judicial process.

5.2 Each Party shall: (a) treat as confidential all Confidential Information of the other party and not disclose such Confidential Information to any third party except as permitted by this Agreement and then only subject to confidentiality obligations at least as protective as those set forth herein; (b) use Confidential Information of the other party only as expressly set forth herein or otherwise authorized in writing; and (c) shall implement reasonable procedures to prohibit the unauthorized use, disclosure, duplication, misuse or removal of the other party's Confidential Information.

5.3 The obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement for a period of three (3) years after such expiration or termination, provided that trade secrets shall remain subject to the obligations of this Section 5 until such information no longer qualifies as a trade secret under applicable law

6. **User's Privacy** Data privacy is of the utmost concern to Provider. Without limiting Provider's or Subscriber's obligations of confidentiality, as further described in the Agreement and herein, Provider shall use commercially reasonable efforts to protect Subscriber's confidential data ("Subscriber Data") with measures that are designed to: (i) maintain the security and confidentiality of Subscriber Data; (ii) protect against unauthorized access to or use of the Subscriber Data; and (iii) require that all subcontractors of Provider, if any, comply with all of the foregoing.

7. **Intellectual Property and Trademarks** As between Provider and Subscriber, the Services, Content, and Related Materials and any updates, upgrades, new releases, new versions and derivatives thereof are protected under United States and International patent, copyright, trademark, trade secret and/or other intellectual property or proprietary rights laws ("Intellectual Property Rights") and are and shall remain the sole and exclusive property of Provider. The compilation, collection, arrangement, or assembly of all Services, Content and Related Materials are the exclusive property of Provider and are protected intellectual property of Provider. All trademarks and logos which appear on or in connection with the Services and Content, are, unless stated otherwise, trademarks of Provider. No right, license, or interest to such trademarks are generated or granted hereunder other than the limited right to use, and Subscriber agrees that no such right, license, or interest, will be asserted by Subscriber with respect to such trademarks. Subscriber will not remove or destroy any copyright, trademark,

logos or other proprietary marking or legends placed on or contained in the Services, Content, and/or Related Materials.

8. Warranties and Disclaimer

8.1 **Mutual.** Each Party represents and warrants that: (i); it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of its jurisdiction of incorporation or organization; (ii) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder and, when executed, this Agreement shall constitute the legal, valid, and binding obligation of such Party.

8.2 **Provider.** Provider represents and warrants that it shall perform its duties and obligations under this Agreement in a professional and workmanlike manner in accordance with industry standards.

8.3 **Representations and Warranties** SUBSCRIBER IS SOLELY RESPONSIBLE FOR ITS USE OF THE SERVICES, CONTENT, AND RELATED MATERIALS PERTAINING TO THIS AGREEMENT. PROVIDER DOES NOT MAKE ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER SUCH WARRANTY BE EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND SERVICES, CONTENT, AND RELATED MATERIALS ARE PROVIDED "AS IS" WITH ALL FAULTS, AND LICENSOR DOES NOT WARRANT THAT THE SERVICES WILL OPERATE WITHOUT ERROR. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO REPRESENTATION OR WARRANTY ABOUT THE RESULTS, INCLUDING BUT NOT LIMITED TO THEIR CORRECTNESS, ACCURACY, RELIABILITY, AND/OR CURRENTNESS OF THE SERVICES, CONTENT, OR RELATED MATERIALS; AND MAKES NO REPRESENTATION OR WARRANTY THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. PROVIDER DOES NOT PROVIDE MEDICAL SERVICES OR ADVICE AND ANY USE OF THE SERVICES DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP.

8.4. **Informational Purposes** PROVIDER PROVIDES THE SERVICES FOR INFORMATIONAL PURPOSES ONLY. THE INFORMATION MADE AVAILABLE ON, BY, OR THROUGH THE SERVICES MAY INFORM, BUT SHOULD NOT BE RELIED UPON, WHEN MAKING ANY DECISION REGARDING AN EMPLOYEE'S OR CONSULTANT'S ABILITY TO PERFORM ANY ACTIVITY, INCLUDING BUT NOT LIMITED TO FITNESS TO WORK, OPERATE MACHINERY, DRIVE A VEHICLE, MAKE DECISIONS, OR THE LIKE, OR AFFECTING THE TERMS OR CONDITIONS OF SUCH EMPLOYEE'S OR CONSULTANT'S EMPLOYMENT STATUS.

9. **Limitation of Liability** EXCEPT FOR DAMAGES ARISING OUT OF OR RELATING TO A PARTY'S: (I) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (II) INDEMNIFICATION OBLIGATIONS, OR (III) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS IN THIS AGREEMENT, IF ANY, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM MADE BY A PARTY AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR LOSS OF DATA OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Indemnification** Provider agrees to defend, indemnify, and hold harmless Subscriber and its Indemnities from and against any third-party claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from: (i) a claim the Services, at the time provided by Provider, infringes upon or violates a U.S. patent, copyright or trade secret of a third party; and (ii) Provider's breach of this Agreement. Subscriber agrees to defend, indemnify, and hold harmless Provider, its affiliates, licensors, and service providers, and their respective officers, directors, employees, contractors, subcontractors, suppliers, agents, advisors, and successors, and assigns (collectively, "Indemnities"), from and against any third party claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or

resulting from (i) Subscriber's use or misuse of the Service, Content and/or Related Materials; and (ii) Subscriber's breach of this Agreement. Each Party agrees to give the other Party prompt notice of such claims and to permit the Indemnifying Party to control the defense or settlement thereof; provided, however, that the Indemnified Party reserves the right to participate in the defense of any such claim through its own counsel and at its own expense and further provided that any settlement does not require a payment or admission of liability by the Indemnified Party.

11. **Force Majeure** Neither Party to this Agreement shall be liable for failure to perform its obligations under this Agreement due to events beyond such Party's reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, power blackouts affecting facilities, unusually severe weather conditions, computer viruses, computer hackers, the inability to secure products or services of other agencies and/or persons, the acts or omissions of internet providers, or reasonable acts in compliance with any newly applicable law, regulation, or order of any governmental body.
12. **Governing Law** This Agreement shall be governed by and construed and enforced in accordance with the internal substantive laws (and not the laws of conflicts) of the Commonwealth of Massachusetts. Jurisdiction for any claims arising under this Agreement shall lie exclusively with the state or federal courts within Boston, Massachusetts.
13. **Relationship of the Parties** It is the express intention of the Parties to this Agreement that Licensor (including any of Licensor's officers, directors, employees, contractors, subcontractors, suppliers, agents, advisors, and successors) is an independent contractor and not an employee, agent, joint venturer, or partner of Licensee.
14. **Notices** All notices, requests, or consents required or permitted under this Agreement shall be in writing and shall be given to the other Party by personal delivery, overnight air courier (with receipt signature), electronic mail (with confirmation of read receipt), or facsimile transmission, sent to such Party's address or fax number as is set forth on the Order Form. Each such notice, request, or consent shall be deemed effective upon receipt or at a later date stated in the notice.
15. **Attorneys' Fees** In the event that any Party seeks to enforce its rights under this Agreement, the prevailing Party shall be entitled to recover reasonable fees (including attorneys' fees), costs, and other expenses incurred in connection therewith.
16. **Entire Agreement; Amendment, Waiver and Severability** This Agreement and the Order Form and any attachments constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all previous written or oral negotiations, representations, agreements, and understandings between the Parties with regard to such subject matter. This Agreement may be amended, modified, superseded, cancelled, renewed, extended, or waived only by a written instrument executed by the Parties to this Agreement, or, in the case of a waiver, by the Party waiving compliance. No waiver by any Party of the breach of any term or provision contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach in the future, or a waiver of the breach of any other term or covenant contained in this Agreement. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
17. **Assignment** This Agreement may not be assigned or transferred, in whole or in part, by Subscriber without the prior written consent of Provider, except to an acquirer of an ownership interest in 50% or more of Subscriber. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and permitted assigns.



GOLDER RANCH FIRE DISTRICT BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Tom Brandhuber, Fire Chief

MTG. DATE: April 23, 2025

SUBJECT: STUDY SESSION TO DISCUSS AND REVIEW THE PROPOSED 2025-2026 FISCAL
YEAR BUDGET

ITEM #: 5A

REQUIRED ACTION: ☒ Discussion Only ☐ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☐ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☐ Staff ☐ Fire Chief ☐ Legal Review

BACKGROUND

As done in previous years, the Board will meet with chiefs and management to discuss and review the proposed 2025-2026 fiscal year budget. This is a time for the Board to present any questions and/or concerns surrounding the proposed budget. Staff will have the opportunity to respond and note any adjustments that may be requested to make to the budget.

The tentative 2025-2026 fiscal year budget will then be presented at the May meeting. The final budget will be presented at the June meeting for a public hearing and final adoption.

RECOMMENDED MOTION

No motion required.