# GOLDER RANCH FIRE DISTRICT GOVERNING BOARD MEETING PUBLIC NOTICE AND AGENDA

Tuesday, July 19, 2022 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, July 19, 2022**. 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
  - 5 YEAR ANNIVERSARY GOLDER RANCH FIRE DISTRICT AND MOUNTAIN VISTA FIRE DISTRICT CONSOLIDATION
    - SPECIAL RECOGNITIONS
      - Paramedic Michael Crain
      - Engineer Chris Dawkins
      - Paramedic Sam Garcia
      - Division Chief Eric Perry
      - Administrative Specialist Nancy Ramos
  - NEW HIRE
    - BECKY STEINNECKER GIS ANALYST

Behavioral and Loyalty Oaths to be administered



#### 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 JUNE 21, 2022 REGULAR SESSION
- B. APPROVE AND ADOPT THE FOLLOWING UPDATED POLICIES: 232 BATTALION CHIEF ASSIGNMENT AND MANAGEMENT, 324 – PERFORMANCE OF DUTIES, 412 – OPEN BURNING, AND 1026 – DRUG AND ALCOHOL FREE WORKPLACE

# 7. REPORTS AND CORRESPONDENCE

- A. FIRE CHIEF'S REPORT CHIEF KARRER
  - UPDATES ON THE FOLLOWING AREAS:
    - MEETINGS, TRAININGS, AND EVENTS ATTENDED
    - POLITICAL & PUBLIC SAFETY INTERACTIONS/UPDATES
    - DISTRICT ACTIVITIES
    - o PERSONNEL
    - COMMENDATIONS/THANK YOU CARDS RECEIVED
  - LEADERSHIP TEAM REPORT PRESIDENT JONES
- B. PLANNING ASSISTANT CHIEF'S REPORT CHIEF ABEL
  - UPDATES ON THE FOLLOWING AREAS:
    - ASSISTANT CHIEF'S ACTIVITIES
    - PLANNING
    - LOGISTICS
    - FACILITIES MAINTENANCE
    - o FLEET
    - o SUPPLY
    - FIRE AND LIFE SAFETY
- C. ESSENTIAL SERVICES ASSISTANT CHIEF'S REPORT CHIEF BRANDHUBER
  - UPDATES ON THE FOLLOWING AREAS
    - ASSISTANT CHIEF'S ACTIVITIES
    - ESSENTIAL SERVICES
    - o BOARD SERVICES
    - FINANCE
    - HUMAN RESOURCES
    - INFORMATION TECHNOLOGY
- D. EMERGENCY RESPONSE/PROFESSIONAL DEVELOPMENT ASSISTANT CHIEF'S REPORT
   CHIEF ROBB
  - UPDATES ON THE FOLLOWING AREAS:
    - ASSISTANT CHIEF'S ACTIVITIES
    - EMERGENCY RESPONSE



- PROFESSIONAL DEVELOPMENT
- HEALTH AND SAFETY
- WILDLAND
- HONOR GUARD/PIPES AND DRUMS
- SPECIAL OPERATIONS
- COMMUNITY SERVICES AND PUBLIC RELATIONS

# 8. REGULAR BUSINESS

- A. EXECUTIVE SESSION: THE BOARD MAY VOTE TO GO INTO EXECUTIVE SESSION PURSUANT TO A.R.S. §38-431.03.A(7) FOR THE PURPOSE OF DISCUSSION OR CONSULTATION IN ORDER TO CONSIDER ITS POSITION AND INSTRUCT ITS REPRESENTATIVES REGARDING NEGOTIATIONS FOR THE PURCHASE OF REAL PROPERTY
  - \*\*Note executive sessions are confidential pursuant to Arizona law.
- B. DISCUSSION AND POSSIBLE ACTION REGARDING THE PROFESSIONAL SERVICES AGREEMENT WITH WSM ARCHITECTS TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES FOR THE CONSTRUCTION OF A NEW FIRE STATION 378 UPON LAND PURCHASE AS PART OF THE CAPITAL PROJECTS FUNDED BY THE GENERAL OBLIGATION BOND SALE
- C. DISCUSSION AND POSSIBLE ACTION REGARDING THE GOLDER RANCH FIRE DISTRICT RECONCILIATION AND MONTHLY FINANCIAL REPORT

# 2. 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 – August 16, 2022

#### 3. 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.

# 4. ADJOURNMENT



Wally Vette, Clerk of the Board Golder Ranch Fire District

To view the meeting online please visit our website at <a href="argfdaz.gov/qrfd-agenda-minutes">qrfdaz.gov/qrfd-agenda-minutes</a>, 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: Maggie Hernandez 07/11/2022 at 5:00 p.m.



TO:	Governing Board				
FROM:	Maggie Hernandez, Board Services Specialist				
DATE:	July 19, 2	July 19, 2022			
SUBJECT:	Fire Board	d Reports			
ITEM #:	3				
REQUIRED ACTIO	N:	Discussion Only	Formal Motion	Resolution	
RECOMMENDED	ACTION:	Approve	Conditional Approval	Deny	
SUPPORTED BY:		Staff	Fire Chief	Legal Review	
BACKGROUND					
BACKGROUND					
This item allows	ences, etc.		eport to the public and/or st ded and/or points of interes		
This item allows meetings, confer throughout the r	ences, etc.		-		
This item allows meetings, confer	ences, etc.		-		

TO:	Governing Board			
FROM:	Randy Karrer, Fire Chief			
DATE:	July 19, 2022			
SUBJECT:	Call to the	e Public		
ITEM #:	4			
REQUIRED ACTIO	N:	Discussion Only	Formal Motion	Resolution
RECOMMENDED	ACTION:	Approve	Conditional Approval	Deny
SUPPORTED BY:		Staff	Fire Chief	Legal Review
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.				

10:	Governing Board			
FROM:	Randy Karrer, Fire Chief			
DATE:	July 19, 2022			
SUBJECT:	PRESENTA	ATION OF PERSONNEL		
ITEM #:	5A			
REQUIRED ACTIO	N:	□ Discussion Only	Formal Motion	Resolution
RECOMMENDED	ACTION:	Approve	Conditional Approval	Deny
SUPPORTED BY:		Staff	Fire Chief	Legal Review
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BACKGROUND				
	_		ve achieved employment m	liestones or nave
achieved other d	istinctions.			
·		older Ranch Fire Distri	ct and Mountain Vista Fire	<u>District</u>
Consolidation				
• Sp	ecial Reco	_		
	o Paran	nedic Michael Crain		
	_	eer Chris Dawkins		
	<ul> <li>Paramedic Samuel Garcia</li> </ul>			
	<ul> <li>Division Chief Eric Perry</li> </ul>			
<ul> <li>Administrative Specialist Nancy Ramos</li> </ul>				
New Hire				
Becky Steinnecker – GIS Analyst				
RECOMMENDED MOTION				
No motion is necessary for this agenda item.				

Employee Name: Mike Crain

Date of Hire: 07/20/2017

**Current Position:** paramedic

Reason for Recognition: 5 yrs

**Prepared by:** Captain Miller

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 25<sup>th</sup> of the month, prior to the Board Meeting.

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



Mike began his GRFD History on 07/20/2017 as he was a Paramedic with Mountain Vista Fire and came over during consolidation. Mike was no stranger to the Fire Service as he started his career in 1998 at Avra Valley and then moved to Rural Metro where he spent many more years before starting with Mountain Vista when it was formed. Mike spent a bit at 379 before coming to 377 on B-shift, as he already had many of his Special Operations certifications. Two years ago Mike made the switch to C-shift where has been an integral part of our crew.

# PROFESSIONAL ACCOMPLISHMENTS/ACHIEVEMENTS:

During Mike's long career he has accomplished many things. He attended medic class and became a Certified Paramedic Nationally and in the state of Arizona. Mike obtained all of his Special Operations certifications to include Rope Rescue, Confined Space, Swift Water, Trench Rescue, Building Collapse and Hazmat technician. He joined the Special Operations team at HGRFD after consolidation and has become a huge asset by participating in everyday projects, large scale training projects for both the Region and the District and has helped launch the REM's team for wildland assignments.

# PERSONAL OR SPECIAL NOTES OF INTEREST:

When Mike isn't at work being a Firefighter/Paramedic, he is a hardworking, dedicated father and business man. He enjoys taking off road trips in his jeep with friends and time spent with his two kids.



**Employee Name: Chris Dawkins** 

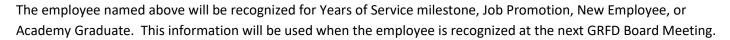
Date of Hire:

**Current Position: Engineer** 

Reason for Recognition: 5 years of service with GRFD

**Prepared by:** Davidson

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



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

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



• <u>PROFESSIONAL ACCOMPLISHMENTS/ACHIEVEMENTS:</u> Chris has promoted to the roll of Engineer. Chis has achieved the best Engineer ever.

• <u>PERSONAL OR SPECIAL NOTES OF INTEREST:</u> Chris is the father of two. Chris enjoys being active with his family. Chris enjoys lake trips camping and coming to work. Chris also loves disc golf and is the President of Tucson disc golf association for the past 4 years.



Employee Name: Sam Garcia

Date of Hire: 07/20/2017

**Current Position:** paramedic

Reason for Recognition: 5 yrs

**Prepared by:** Captain Miller

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 25<sup>th</sup> of the month, prior to the Board Meeting.

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

# GRFD CAREER HISTORY:

Sam began his GRFD History on 07/20/2017 as he was a 1 yr Mountain Vista Firefighter and came over during consolidation. Sam was immediately placed at 376 on the BLS ambulance with partner Ryan Szach as they were both attending medic school at the time. After school Sam completed his probationary medic year at 380 where he learned to hone his newly learned paramedic skills. During that time, Sam showed interest in the Special Operations Team by applying and then being selected as a team member. In 2020, Sam bid to station 377 C-Shift where he has been ever since.

# PROFESSIONAL ACCOMPLISHMENTS/ACHIEVEMENTS:

During Sam's 5 years with GRFD, he has accomplished many things. He attended medic class and became a Certified Paramedic Nationally and in the state of Arizona. He has performed well as a medic and run many challenging calls including a code save in front of 300 resort guests. Sam joined the Special Operations team and has become a huge asset by participating in everyday projects, large scale training projects for both the Region and the District and is pursuing his Arizona State Instructor for Technical Rescue, primarily for swift water rescue. During the last few years, Sam has been enrolled and completed all the disciplines for Special Operations to include Rope Rescue, Confined Space, Swift Water, Trench Rescue, Building Collapse and Hazmat technician. It has been quite a class load, but Sam has performed well.



# • PERSONAL OR SPECIAL NOTES OF INTEREST:

On a personal note, we are very fortunate to have Sam on our crew as he brings a note of positivity and a whole lot of sunshine to the group. He is a dedicated Team Member, employee and father, not to mention that he has great hair.

**Employee Name: Nancy Ramos** 

Date of Hire: 07/20/2017

**Current Position: Administrative Assistant-Logistics** 

Reason for Recognition: 5 Years of Service

Date of Board Meeting: July 19, 2022

**Prepared by: Deputy Chief Cesarek** 



The employee named above will be recognized for Years of Service milestone, Job Promotion, New Employee, or Academy Graduate.

<u>Complete:</u> Current Position, Prepared by, GRFD CAREER HISTORY, the PROFESSIONAL ACCOMPLISHMENTS/ACHIEVEMENTS, and PERSONAL OR SPECIAL NOTES. This information will be used when the employee is recognized at the next GRFD Board Meeting.

# Please return to Human Resources via email by:

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

# GRFD CAREER HISTORY:

Nancy Ramos came to the district through consolidation efforts and has been a great asset to the district for the past five years. She has worked in different capacities, finding areas were her efforts can make the district more efficient.

Currently assigned to the planning division, Nancy is helping to develop our Operative IQ integration for inventory management and purchase order processing. This is a challenge and chore, not to mention having to keep her supervisor in order.

Nancy is well known for carne asada Tuesdays, Wednesdays, Thursdays, well actually any day. Congratulations on your five year accomplishment and keep providing the district the way you have.



# **GOLDER RANCH FIRE DISTRICT**

# **BEHAVIORAL OATH**

I,, dc	solemnly swear (or affirm) that I will be ale	rt in my duties at all
times.		
I will strive to be mindful of th	ne welfare and rights of others.	
I will be impartial in my treatr	nent of all persons coming under my jurisdic	tion.
I will be courteous and helpfu	l to all and my feelings shall not influence m	y decisions.
I will refrain from being vulga	r or profane in my speech or actions while or	n duty.
I will cooperate fully with my Fire District I serve.	supervisors to provide greater protection to	the public and the
I will strive to become more p through diligent study and tra	roficient in my duties as an employee of Gol ining.	der Ranch Fire District
	with Golder Ranch Fire District as a symbol on munity in which I serve, and act accordingly.	f trust from my State,
I will constantly strive to obta District.	in these objectives as I serve as an employee	e of Golder Ranch Fire
Employee Name - Printed	Employee Signature	 Date
Administering Official - Printe	d Administering Official Signature	 Date



# **GOLDER RANCH FIRE DISTRICT**

# LOYALTY OATH OF OFFICE

I,, do solen	nnly swear (or affirm) that I will support	the Constitution of
the United States and the Constit	ution and laws of the State of Arizona, th	nat I will bear true
faith and allegiance to the same a	and defend them against all enemies, for	eign and domestic
and that I will faithfully and impa	rtially discharge the duties of the office o	of
according to the best of my ability	y, so help me God (or so I do affirm).	
Employee Name - Printed	Employee Signature	 Date
zmproyee name Trincea	zmp.o/cc o.g.natare	Juce
Administering Official - Printed	Administering Official Signature	Date

TO:	Governing Board			
FROM:	Maggie Hernandez, Board Services Specialist			
DATE:	July 19, 2022			
SUBJECT:	APPROVE	MINUTES – JUNE 21,	2022 REGULAR SESSION	
	APPROVE AND ADOPT THE FOLLOWING UPDATED POLICIES: 232 – BATTALION CHIEF ASSIGNMENT AND MANAGEMENT, 324 – PERFORMANCE OF DUTIES, 412 – OPEN BURNING, AND 1026 – DRUG AND ALCOHOL FREE WORKPLACE			
ITEM #:	6A – 6B			
REQUIRED ACTION:		Discussion Only	Formal Motion	Resolution
RECOMMENDED ACTION:		Approve	Conditional Approval	Deny
SUPPORTED BY: Staff Fire Chief Legal		Legal Review		
BACKGROUND	BACKGROUND			
In compliance with A.R.S. §38-431.01, approval of:				
<ul> <li>A. APPROVE MINUTES – JUNE 21, 2022 REGULAR SESSION</li> <li>B. APPROVE AND ADOPT THE FOLLOWING UPDATED POLICIES: 232 – BATTALION CHIEF ASSIGNMENT AND MANAGEMENT, 324 – PERFORMANCE OF DUTIES, 412 – OPEN BURNING, AND 1026 – DRUG AND ALCOHOL FREE WORKPLACE</li> </ul>				
DECOMMENDED MOTION				
RECOMMENDED MOTION				
Motion to approve the July 19, 2022 Consent Agenda				

# GOLDER RANCH FIRE DISTRICT GOVERNING BOARD MEETING REGULAR SESSION MINUTES

June 21, 2022 9:00 a.m. 3885 East Golder Ranch Drive, Tucson, Arizona

# 1. CALL TO ORDER/ROLL CALL

Fire Board Chairperson Cox Golder called the meeting to order on June 21, 2022, at 9:00 a.m.

Members Present: Board Chairperson Vicki Cox Golder, Board Vice-Chair Richard

Hudgins, Board Clerk Vette, Board Member Steve Brady, and

**Board Member Outlaw** 

<u>Staff Present:</u> Fire Chief Randy Karrer, Assistant Chief Patrick Abel, Assistant

Chief Brandhuber, Division Chief Perry, Finance Manager Dave Christian, Local 3832 Vice President Hatfield, and Board Services

Specialist Maggie Hernandez

# 2. SALUTE AND PLEDGE OF ALLEGIANCE

All in attendance recited the Pledge of Allegiance.

# 3. FIRE BOARD REPORTS

Board Member Brady said he was impressed with the new administration building for Northwest Fire District when he attended the ribbon cutting ceremony, especially the elevator. He added more comments regarding the new building. There were no further comments from the Board.

# 4. CALL TO THE PUBLIC

There were no public issues presented at this time.

# 5. PRESENTATIONS

# A. PRESENTATION OF PERSONNEL

- PROMOTIONAL BADGE PINNINGS
  - ANDREW GARCIA PROMOTION TO ENGINEER
  - DENNY HAWKINS PROMOTION TO ENGINEER
  - O GRAHAM LUDEWIG PROMOTION TO ENGINEER
  - THOMAS MATHEWS PROMOTION TO ENGINEER
  - JOHNNY MILLER PROMOTION TO ENGINEER



Chief Karrer and Battalion Chief Seeley presented the engineers with their new badges and congratulated them on their achievement. Engineers Andrew Garcia, Denny Hawkins, Graham Ludewig, Thomas Mathews, and Johnny Miller were pinned with their badges with their families present.

- NEW HIRES
  - O DEBBIE FISHER PART-TIME HR REPRESENTATIVE
  - EMILY NOLAND HR REPRESENTATIVE
  - FREDDY RODRIGUEZ ADMINISTRATIVE ASSISTANT
  - ANGEL VALENCIA PROCUREMENT & SUPPLY SPECIALIST

HR Manager Delong introduced Debbie Fisher, Emily Noland, and Freddy Rodriguez to the Governing Board. Chief Mike Price introduced Angel Valencia to the Governing Board. Behavioral and loyalty oaths were administered.

The Board took a brief break at 9:21 a.m. and reconvened at 9:22 a.m.

# 6. CONSENT AGENDA

- A. APPROVE MINUTES MAY 17, 2022 REGULAR SESSION
- B. APPROVE MINUTES MAY 17, 2022 EXECUTIVE SESSION
- C. APPROVE MINUTES JUNE 6, 2022 SPECIAL SESSION
- D. APPROVE AND ADOPT THE FOLLOWING UPDATED POLICIES: 200 ORGANIZATIONAL STRUCTURE, 802 SUBPOENAS AND COURT APPEARANCES, AND 1012 CONDUCT AND BEHAVIOR
- E. APPROVAL AND ADOPTION OF THE GOLDER RANCH FIRE DISTRICT PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM'S ANNUAL PENSION FUNDING POLICY AND DIRECTION TO STAFF TO PLACE ON THE DISTRICT'S WEBSITE PURSUANT TO A.R.S. §38-863.01

**MOTION** by Board Clerk Vette to approve the June 21, 2022 Consent Agenda **MOTION SECONDED** by Vice-Chair Hudgins **MOTION CARRIED 5/0** 

# 7. REPORTS AND CORRESPONDENCE

A. FIRE CHIEF'S REPORT — Chief Karrer presented the Fire Chief's Report to the Governing Board. He said we are in the middle of our hiring and promotional processes with a firefighter recruit academy starting on August 8th. He thanked the union for their efforts. Chief Karrer said we have 34 vacancies and are looking to see if we can fill the 34 spots, but most likely break up the academy into sections because 34 is a large number to fit into training center.

Chief Karrer added that he will be going on vacation and that Chief Brandhuber will act as fire chief the first week and Chief Robb will act as fire chief the second week.



Chairperson Cox Golder complimented IT Manager Rascon on the ePCR award from the Zoll Summit. There were no further questions or comments from the Board.

- LEADERSHIP TEAM REPORT Vice President Hatfield presented the Local 3832 monthly report. He named a couple of updates, including that they were involved in the firefighter hiring process with the final chief's interview scheduled for next week. He said that they attended labor management continuing education classes and there is an upcoming C-shift union member event at Casino del Sol to build camaraderie. There were no further questions or comments from the board.
- B. PLANNING ASSISTANT CHIEF'S REPORT Chief Abel presented the Logistics/Planning Assistant Chief's report to the Governing Board. Chief Abel added a quick update on station 374, stating there was a walk-through on Monday with a punch list. They identified issues that still needed to be addressed and it will take two to three weeks for the contractor to address those issues. Chief Abel stated that he has started working with our Legal Counsel Donna Aversa for the next board meeting for the station 378 site to bring the architect on board. He said Chief Cesarek will be present at that meeting to answer questions. Chief Cesarek thanked the Board for the recent special board meeting to get the contract approved and get work started on the Hanley building. There were no further questions or comments from the Board.
- C. ESSENTIAL SERVICES ASSISTANT CHIEF'S REPORT Division Chief Perry presented the Essential Services Assistant Chief's report to the Governing Board on behalf of Chief Brandhuber. Chairperson Cox Golder asked about the records request regarding motor vehicle accidents involving bicyclists and pedestrians referenced in the board packet and the time it takes to process requests such as those. HR Manager Delong answered and said it took about a month to get all of those records and the district has an obligation to provide them in a timely manner. She added that Records Specialist Shannon Ortiz worked with the Operations team to determine which records were applicable to that request. No medical information was released. Manager Delong stated what they felt was the reason for the request. Chairperson Cox Golder commented about Records Specialist Ortiz working with Chief Cesarek to get office supplies from Amazon. Chief Cesarek replied with his reason for the spreadsheet and added that Amazon could be a back up to the suppliers in the future.

Chairperson Cox Golder asked if we do exit surveys to see why people are leaving. Chief Karrer commented that we have been part of the "great resignation" and other various reasons for departures. He said other fire departments are experiencing the same thing. Manager Delong added more reasons as to why there are departures, such as life changes and some are not necessarily leaving for other fire departments. Chairperson Cox Golder made further comments regarding staffing departures elsewhere. Chief Karrer added comments regarding his experience at the state level through the Arizona Fire Chiefs and said many fire departments are struggling right now. There were no further questions or comments from the Board.



D. EMERGENCY RESPONSE/PROFESSIONAL DEVELOPMENT ASSISTANT CHIEF'S REPORT — Chief Robb was absent due to teaching a class. Chief Karrer presented the Operations Assistant Chief's Report to the Governing Board. Vice-Chair Hudgins asked if we are looking for a community relations manager. Manager Delong responded yes and have a total of three positions in queue. She said they have finalized a job description for community relations and are getting ready to post for that position. Chief Karrer added comments as to the importance of that position here. Board Clerk Vette asked what the shift friendly paramedic program was. Chief Karrer replied that it is taught on their off time on multiple days so it is rotating, then there is no need for coverage. There were no further questions comments from the Board.

## 8. REGULAR BUSINESS

A. DISCUSSION AND POSSIBLE ACTION REGARDING THE PROFESSIONAL SERVICES AGREEMENT WITH MOSAIC PUBLIC PARTNERS, THE FIRM TO CONDUCT THE RECRUITMENT PROCESS FOR THE UPCOMING FIRE CHIEF'S VACANCY

Manager Delong presented Mosaic's professional services agreement and stated that Legal Counsel Aversa has reviewed it. Representatives from Mosaic, Brian and Greg, were on Zoom to greet and answer questions from the Board. Vice-Chair Hudgins asked when we can have our first meeting. Greg and Brian replied as soon as the agreement is signed, we can move forward in about two weeks. There were no further questions from the Board.

**MOTION** by Board Clerk Vette to approve professional services agreement with Mosaic Public Partners as the District's recruitment firm for purposes of selection of the District's next fire chief and further authorize the Chairperson or Vice-Chairperson to sign the agreement with Mosaic Public Partners on behalf of the District.

MOTION SECONDED by Board Member Brady MOTION CARRIED 5/0

B. DISCUSSION AND POSSIBLE REGARDING THE ADOPTION OF RESOLUTION #2022-0006 TO DECLARE DISTRICT ITEMS AS SURPLUS AND DIRECTION TO STAFF TO ADD DECLARED SURPLUS ITEMS TO A PUBLIC AUCTION SITE

Chief Price presented the surplus and stated that it is piggybacking off the previous surplus. He added that we found some extra air packs and IT also had some extra items to add. Chief Price said these items are no longer assets to our district but can be assets to other organizations.

**MOTION** by Vice-Chair Hudgins to approve Resolution 2022-0006 declaring the list of items presented as surplus to the needs of the District and direction for staff to place the items on the public surplus auction site or sell to a neighboring, mutual aid fire district or fire service related organization.

MOTION SECONDED by Board Member Outlaw MOTION CARRIED 5/0



C. DISCUSSION AND POSSIBLE ACTION REGARDING RESOLUTION #2022-0007 APPROVING THE APPROPRIATION OF THE GOLDER RANCH FIRE DISTRICT END OF FISCAL YEAR 2021-2022 GENERAL FUND BALANCE

Finance Manager Christian presented the general fund balance appropriation for end of fiscal year 2021-2022.

**MOTION** by Board Clerk Vette to approve Resolution #2022-0007 to approve the appropriation of the Golder Ranch Fire District end of fiscal year 2021-2022 general fund balance in accordance with the Golder Ranch Fire District Principles of Sound Financial Policy.

MOTION SECONDED by Vice-Chair Hudgins MOTION CARRIED 5/0

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

Manager Christian provided a brief presentation on the PSPRS liabilities and funded ratios by benefit – tiers 1 and 2 that was approved in the consent agenda. Chief Karrer commented that we have saved a significant amount of money in interest. Board Member Brady had a question regarding tier 3. Manager Christian answered his question and spoke about the contributions and explained further.

Manager Christian presented his monthly report and financials. He said he has never seen so little revenue in May, but there was more in April this year. He added that property tax revenue did not meet his historical average but ambulance revenue has continued to be consistent. Manager Christian said we sold \$3 million in bonds in May at 3.8% interest and very low transactional cost. Chase Bank purchased our bonds. He added that we are doing a lot of renewals for the EMS membership right now for June. Manager Christian said we have collected on some wildland fires too. Chief Karrer added if we had more resources and staff, we would be able to send out more assistance to those fires but the district has to be our priority with staffing.

**MOTION** by Vice-Chair Hudgins to approve and accept the Golder Ranch Fire District reconciliation and monthly financial report as presented.

MOTION SECONDED by Board Member Brady 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 study the matter further.

Regularly Scheduled Meeting – July 19, 2022



Board Clerk Vette requested a complete breakdown of the strategic plan status. Chief Karrer said yes, but the community risk assessment – standards of cover project is a critical part. Chief Perry added we are delayed with the vendor to fully analyze the data, but we have done risk assessments. Board Clerk Vette said just an update would suffice.

# 10. CALL TO THE PUBLIC

# 11. ADJOURNMENT

MOTION by Board Member Brady to adjourn the meeting at 10:05 a.m. MOTION SECONDED by Board Member Outlaw MOTION CARRIED 5/0

Wally Vette, Clerk of the Board Golder Ranch Fire District m/h



Policy Manual

# **Battalion Chief Assignment and Management**

# 232.1 PURPOSE AND SCOPE

This policy provides clarification to the differences of personnel assigned to the Battalion Chief Rank, but serving in different titled capacities.

# **232.2 POLICY**

- Personnel in the rank of Battalion Chief and assigned to a shift schedule shall be referred to as a Battalion Chief. Personnel in the rank of a Battalion Chief and assigned to administrative operations positions shall be referred to as a Division Chief.
- Personnel assigned to the rank of Battalion Chief, regardless of title, are classified as salaried employees and are held to all applicable District policies, procedures, and job descriptions.
- Battalion Chief and Division Chief assignments are subject to rotations to ensure the needs of the District and succession planning are met. Assignments and length of assignments shall be managed by the Deputy chief or Assistant Chief of the appropriate division under the authority delegated by the Fire Chief.

# 232.3 GUIDELINES

- 1. Battalion or Division Chiefs working designated overtime assignments, as determined by the Fire Chief or designee, will be compensated at an hourly rate equal to 5% above the average District Captain Paramedic's overtime hourly rate. Refer to the current compensation schedule for the extra duty rate.
- 2. All Division Chief(s) will receive a 5% differential to their annual salary while assigned to these positions. These positions:
- (a) Are not eligible for on-call pay
- (b) Are responsible for second call coverage as determined by the Fire Chief, or designee
- (c) Are required to respond to an incident and/or a location when requested by the Fire Chief, or designee

Policy Manual

# **Performance of Duties**

# 324.1 PURPOSE AND SCOPE

This policy establishes daily performance expectations.

#### **324.2 POLICY**

It is the policy of the Golder Ranch Fire District to provide safe and appropriate responses to emergency calls and for its members to provide professional and competent services.

#### 324.3 RESPONSIBILITIES

All members should be familiar with and in compliance with the policies, standard operating procedures, classification specifications, duties as assigned, and any other instruction or order from a superior.

#### 324.4 EMERGENCY RESPONSE

All members, upon receipt of any emergency alarm, shall immediately cease all activities, and without delay, report to their assigned apparatus, respond immediately to the fire or other emergency dispatched, and exert reasonable effort to perform to the best of their ability, given the totality of circumstances.

# 324.5 COMPETENT PERFORMANCE

Members should perform their duties in a manner which will maintain the highest standards of efficiency in carrying out the functions and objectives of the District. Unsatisfactory performance may include, but is not limited to:

- Excessive or unauthorized leave
- Tardiness
- Demonstration of a lack of knowledge
- Failure to conform to the work standards established for the member's classification, grade, or position
- Any other failure to demonstrate good conduct
- Insubordination
- Noncompliance with district policy, guidelines, rules, directives, and orders

# **324.6 SAFETY**

All members will exercise reasonable precautionary measures and good judgment to avoid injury to themselves or others while on-duty. Members who witness, or are made aware of, unsafe behavior should take appropriate steps to report or prevent such actions.

Policy Manual

# Performance of Duties

#### 324.7 DRIVER LICENSE

All members shall possess a valid state-issued driver license of the class required for their assigned duties (ARS § 28-3151).

All members should be familiar with the state vehicle code, any manuals specific to driving or operating district apparatus, and all other applicable district policies and procedures.

All members shall report to their supervisor any change in their driver license's status. Failure to maintain a valid driver license in accordance with an employee's current classification specification may result in disciplinary action.

#### 324.8 PROPER COMPLETION OF WRITTEN COMMUNICATION

All members shall complete and submit all necessary reports, forms, timesheets, and memos on time and in accordance with any other applicable district policy or procedure.

Reports, forms, timesheets, and memos submitted by members shall be truthful and complete. No member shall knowingly enter or cause to be entered any inaccurate, incomplete, false or improper information.

# 324.9 FIRE DEPARTMENT IDENTIFICATION

Members shall carry their identification cards on their persons while on-duty, except when impractical or dangerous to their safety.

Members shall furnish their names and district identification numbers to any person requesting that information, other than in situations in which the member's personal safety is at risk.

#### 324.10 LOSS OF EQUIPMENT

Members shall report to their supervisor the loss or recovery of any district badge, identification card, key, or equipment.

#### 324.11 FISCAL RESPONSIBILITY

All employees shall maintain fiscal responsibility with regards to District property, including but not limited to, proper use of a District credit card and/or funds.

Policy Manual

# **Open Burning**

# 412.1 PURPOSE AND SCOPE

The purpose of this policy is to establish the process by which the Golder Ranch Fire District (GRFD) will enforce and issue operational permits for open burning/open outdoor fires.

#### 412.2 DEFINITIONS

Open Burning/Open Outdoor Fire - The burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include road flares, smudge pots and similar devices associated with safety or occupational uses typically considered open flames, recreational fires or use of portable outdoor fireplaces. For the purpose of this definition, a chamber shall be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open.

# **412.3 POLICY**

GRFD will issue operational permits for open burning/open outdoor fires from Labor Day through Memorial Day each year for the following open burning/open outdoor fires, see A.R.S. 49-501 for all other regulations.

- (a) Weed abatement
- (b) The prevention of a fire hazard
- (c) Instruction in the methods of fighting fire

Operational permits for open burning/open outdoor fires will NOT be issued in the summer months from Memorial Day through Labor Day due to burn restrictions issued by the State and local jurisdictions.

#### **412.4 PERMITS**

An operational permit is required for the kindling or maintaining of an open burning/open outdoor fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to.

An operational permit shall be obtained from the Fire & Life Safety Office in accordance with IFC Section 105.6.

Application for such approval shall only be presented by and permits issued to the owner of the land on which the fire is to be kindled.

Policy Manual

# **Drug- and Alcohol-Free Workplace**

# 1026.1 PURPOSE AND SCOPE

The Golder Ranch Fire District prohibits the use of drugs and alcohol in the workplace in order to provide a safer work environment for members and to protect the public's safety and welfare. This policy applies to all members when they are on district property or when performing district-related business elsewhere (41 USC § 8103).

#### 1026.2 POLICY

It is the policy of the Golder Ranch Fire District to provide a drug- and alcohol-free workplace for all members.

Related Procedure: 1011 Drug and Alcohol Testing

#### 1026.3 GENERAL GUIDELINES

Alcohol and drug use in the workplace or on district time can endanger the health and safety of district members and the public.

Members who have consumed any amount of an alcoholic beverage or taken any medication, or a combination thereof, that would tend to adversely affect their mental or physical abilities shall not report for duty. At no time should any member report to work with a blood alcohol level greater than 0.00. Affected members shall notify their chain of command as soon as they are aware that they will not be able to report to work. If the member is unable to make the notification, every effort should be made to have a representative contact the supervisor in a timely manner. If the member is adversely affected while on-duty, the member shall be immediately relieved of duty until drug and alcohol testing is complete and determination of fitness for duty made. Refer to 1026.6 WORK RESTRICTIONS.

### 1026.3.1 USE OF MEDICATIONS

Members should not use any medications that will impair their ability to safely and completely perform their duties. Members who are medically required or need to take any such medication shall report that need to Human Resources in order to be cleared by the district occupational physician prior to commencing any on-duty status.

See attachment: GRFD Medication Notification Form

#### 1026.3.2 MEDICAL CANNABIS

Possession, use, or being under the influence of medical cannabis on-duty is prohibited and may lead to disciplinary action.

All positions at the district have been designated by GRFD as safety-sensitive positions because they include tasks or duties that GRFD, in good faith, believes could affect the safety or health of the employee performing the task or others (ARS 23-493). An applicant or incumbent may be

Policy Manual

# Drug- and Alcohol-Free Workplace

disqualified, disciplined, or terminated, if they are determined to be positive for marijuana or its metabolites, regardless of cardholder status.

#### 1026.4 MEMBER RESPONSIBILITIES

Members shall come to work in an appropriate mental and physical condition. Members are prohibited from purchasing, manufacturing, distributing, dispensing, possessing, or using controlled substances or alcohol on district premises or on district time (41 USC § 8103). The lawful possession or use of prescribed medications or over-the-counter remedies is excluded from this prohibition.

Members shall notify a supervisor immediately if they observe behavior or other evidence they believe demonstrates that a fellow member poses a risk to the health and safety of the member or others due to drug or alcohol use.

Members are required to notify their immediate supervisors of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction (41 USC § 8103).

# 1026.5 EMPLOYEE ASSISTANCE PROGRAM

A voluntary Employee Assistance Program (EAP) will be available to assist those who wish to seek help for alcohol and drug problems (41 USC § 8103), as well as other behavioral health concerns. Insurance coverage that provides treatment for drug and alcohol abuse also may be available. Members should contact the Human Resources, their insurance providers, or the EAP for additional information. It is the responsibility of each member to seek assistance before alcohol or drug problems lead to performance problems.

In addition to the EAP program the district will maintain a peer support program to help those struggling with drug and alcohol problems, and behavioral health concerns.

#### 1026.6 WORK RESTRICTIONS

If a member informs a supervisor that the member has consumed any alcohol, drug, or medication that could interfere with a safe and efficient job performance, the member may be required to obtain clearance from a physician before continuing to work.

If the supervisor reasonably believes that a member is impaired by the consumption of alcohol or other drugs, the supervisor shall prevent the member from continuing work and request direction from the appropriate Chain of Command to arrange transport to a safe location and to ensure that the continuity of district operations is maintained. The potentially impaired member must remain in the direct sight of supervisory personnel until turned over to Tucson ER and Hospital personnel for drug or alcohol testing (see Procedure 1011: Procedure for Drug and Alcohol Testing).

# 1026.7 REQUESTING SCREENING TESTS

The District may request that a member submit to a screening test under any of the following circumstances (ARS § 23-493.04):

Policy Manual

# Drug- and Alcohol-Free Workplace

- (a) A supervisor determines there is a reasonable suspicion that a member may be affected by the use of drugs or alcohol and that such use may adversely affect the job performance or the work environment.
- (b) A supervisor determines there is reasonable suspicion that a member is currently impaired or exhibiting symptoms of intoxication or drug influence while on-duty.
- (c) When the member is involved in an injury or fatal accident while on-duty.
- (d) When the member is involved in an injury or fatal accident while operating any Districtowned or leased vehicle, whether on- or off-duty.
- (e) During an investigation of an accident in the workplace, provided the testing is performed as soon as practicable after an accident and is administered to members whom it is reasonable to believe may have contributed to the accident.
- (f) When it is performed as part of a drug or alcohol testing program based on the member being required to maintain a CDL as a function of their job, or the member being placed on a Last Chance Agreement.
- (g) As a condition of employment to prospective members.

Generally testing of members shall occur during, or immediately before or after, a regular work period. The testing, and travel time if required, will be deemed on-duty time for the purpose of compensation for all paid members. GRFD shall pay all actual costs for drug testing and alcohol impairment testing required of members (ARS § 23-493.02).

See Procedure 1011: Procedure for Drug and Alcohol Testing

#### 1026.7.1 SCREENING TEST DISPOSITION

Members may be subject to disciplinary action if they:

- (a) Fail or refuse to submit to a screening test as requested.
- (b) Are determined to be under the influence of alcohol or drugs.
- (c) After taking a screening test that indicates the presence of a controlled substance, fail to provide proof, within 72 hours after being requested, that they took the controlled substance as directed, pursuant to a current and lawful prescription issued in their name.
- (d) Failing to disclose a prescribed controlled substance to Human Resources
- (e) Violate any provisions of this policy.

# 1026.7.2 DISCIPLINARY ACTION

Rehabilitative or disciplinary action may include (ARS § 23-493.05):

- Enrollment in a rehabilitation, treatment, or counseling program, which may include additional drug testing and alcohol impairment testing that has been provided or approved by the District. Participation in the program may be a condition of continued employment. The cost may or may not be covered by any available health plan or policy.
- Suspension of the member, with or without pay, for a designated period.

Policy Manual

# Drug- and Alcohol-Free Workplace

- Termination of employment.
- In the case of drug testing, refusal to hire a prospective member.
- Other adverse employment action.

#### 1026.7.3 SCREENING TEST REQUIREMENTS

All screening tests for drugs or alcohol shall comply with the standards set forth in ARS § 23-493.03.

#### 1026.7.4 SUBSTANCES FOR WHICH TESTING MAY BE REQUIRED

The District may test for alcohol and any drugs as defined in ARS § 23-493, NFPA1582 and/or DOT regulations including prescription drugs or over-the-counter compounds (ARS § 23-493.04(A)(4)).

#### 1026.7.5 SCREENING TEST RESULTS

Members have the right, on request, to obtain written results of any testing performed. Members also have the right, on request, to explain a positive test result explained in a confidential setting (ARS § 23-493.04(A)).

# 1026.8 COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT

No later than 30 days following notice of any drug statute conviction for a violation occurring in the workplace involving a member, the District will take appropriate disciplinary action, up to and including dismissal, and/or require the member to satisfactorily participate in a drug abuse assistance or rehabilitation program approved by GRFD(41 USC § 8104).

### 1026.9 CONFIDENTIALITY

The District recognizes the confidentiality and privacy due to its members. Disclosure of any information relating to substance abuse treatment, except on a need-to-know basis, shall only be with the express written consent of the member involved or pursuant to lawful process. (ARS § 23-493.09)

The written results of any screening tests and all documents generated by the employee assistance program are considered confidential medical records and shall be maintained separately from the member's other personnel files.

Policy Manual

# **Attachments**



Policy Manual

**GRFD Medication Notification Form updated.pdf** 



# **GOLDER RANCH FIRE DISTRICT**

www.grfdaz.gov

# Prescription Medication Notification Form Employee Disclosure

Date:	
Patient's Name:	DOB:
Name of Doctor prescribing medication:	
Name of medication:	
Dosage of medication:	
Reason for taking medication: Optional. There may be instance	s where disclosure is required.
Patient's Signature:	Date:
Employee: Fax this completed form to Banner Occupation to determine Fit for Duty status per GRFD Policy 1026 – Workplace	
FOR OCCUPATIONAL HEALTH STA	AFF ONLY
Cleared for work while on this medication,	per current NFPA standards.
Not cleared for work while on this medicati	on, per current NFPA standards.
Provider Signature:	Date:

Send copy to HR via confidential fax: 520-825-5982, and place copy in employees medical file.

TO:	Governing Board			
FROM:	Randy Karrer, Fire Chief			
DATE:	July 19, 2022			
SUBJECT:	FIRE CHIE	F'S REPORT		
ITEM #:	7A			
REQUIRED ACTIO	N:	Discussion Only	Formal Motion	Resolution
RECOMMENDED	ACTION:	Approve	Conditional Approval	Deny
SUPPORTED BY:		Staff	Fire Chief	Legal Review
BACKGROUND				
<ul> <li>This allows for the fire chief to provide updates to the governing board on the following areas:</li> <li>Meetings/Trainings and Events Attended</li> <li>Political &amp; Public Safety Interactions</li> <li>District Activities</li> <li>Personnel</li> <li>Commendations/Thank You Cards Received</li> </ul>				
Also under this agenda item the Local 3832 President will present their report to the Governing Board.				
• Leade	rship Team	n Report – President Jo	ones	
RECOMMENDED N	MOTION _			
No motion is nec	essary for t	this agenda item.		



# CHIEF'S REPORT

Fire Chief - Randy Karrer

*June* 2022

# Meetings, Trainings & Events Attended for the Month

I conducted weekly command staff meetings with the assistant and deputy chiefs.

We held the Fire Chief's Status meeting with managers and division heads.

We conducted the monthly governing board meeting in person and via Zoom. We also held a special board meeting to authorize construction on the Hanley building and to select an outside firm to conduct a recruitment for Fire Chief.

I attended the Oro Valley Council meetings virtually. The tentative budget was approved.

I attended the Oro Valley Executive Leadership Team meeting.

I attended the Pima County Fire Chiefs meeting.

I attended the Securis Workers' Compensation annual meeting virtually.

The Auto Aid Response Council (Tucson Fire Chief Ryan, Northwest Fire Chief Bradley, and Chief Karrer) met at station 380.

I met with our EMS team to discuss medical direction.

We held the monthly Leadership Team meeting.

Members of the Local 3832 attended the Professional Firefighters of Arizona (PFFA) annual conference at the Starr Pass Resort in Tucson. This is a very educational conference that has been in Tucson for the last several years and is an excellent opportunity to learn about the labor/management negotiation process but, also, the importance of legislative involvement. I am very proud of our executive board and the leadership of the 3832.

Chief Robb, Battalion Chief Seeley and I attended the Tucson Fire Academy graduation. Congratulations to the new Tucson Fire Department (TFD) firefighters.

Several personnel have shown interest in attending the Arizona Cardinals home opener on 9/11 and unveiling the flag. Maybe we will have tryouts!

The Red Cross mobile unit held a blood drive at the station 370 campus.

# Political & Public Safety Interactions & Updates

Attached please find the Arizona Fire Districts Association (AFDA) legislative update and political report. **Legislation passed**:

- SCR1049 now SCR 1049: fire districts; funding; TPT increment, a ballot referral asking the voters to approve additional fire district funding at the November 2022 general election
- o H2609: ambulance services; service areas

We have been sorting out fact from fiction when it comes to SB1268 and how it affects our current and future deferred retirement option plan (DROP) participants. The bill passed and is awaiting the governor's signature. It extends the option for those in DROP to extend to 84 months from their current status of 60 months. We may have some personnel currently committed to the DROP request to extend their employment with us another two years, which is designed to help with current staffing attrition and retaining experience.

The City of Tucson (including the fire communication center) was disabled by a ransomware hacker! This impacted all external communication methods within the city. This also shut down the computer aided dispatch (CAD) system for TFD, Northwest Fire District (NWFD), and Golder Ranch Fire District (GRFD) for an extended period of time (about 48 hours). Not only did this impact 911 calls, it also impacted our ability to document patient care activities. Many thanks to the GRFD suppression crews for being so resourceful and handling this difficult situation with professionalism and grace! GREAT JOB GRFD TEAM!

Chief Pearce and I attended the Response Council (auto aid fire chiefs) meeting with members from the Regional Operations Council (assistant and deputy chiefs of operations) to discuss and approve policies and procedures specific to the auto aid system. Chief Pearce did an exceptional job negotiating with both TFD and NWFD to assist them in coming to a compromise. I am pleased to say we will go live with the auto aid system on all FIRE related calls on July 1, 2022. Although we will likely have some hiccups along the way, we feel we have a foundation and we are ready to fully integrate FIRE responses. Attached is the policy and manual.

Please follow this link to a story on how to be safe in a flash flood. Great job by our Special Ops team members, Ryan Szach and Matt Gordon: <a href="https://www.kvoa.com/video/how-to-stay-safe-when-flash-floods-come-to-tucson/video/907e25ff-f015-52d9-b9a5-390412f0ca9a.html?utm\_medium=social&utm\_source=email&utm\_campaign=user-share</a>

It is officially summer! Please follow this link for an informative story by Captain Brandon Daily! Great job Brandon! <a href="https://www.kvoa.com/video/first-responders-advise-public-to-prepare-for-triple-digit-heat/video">https://www.kvoa.com/video/first-responders-advise-public-to-prepare-for-triple-digit-heat/video</a> 47b808a6-4ce6-5da9-9303-319c435a0b13.html

Please follow the link for Battalion Chief Wilson's Father's Day interview on Telemundo: <a href="https://www.telemundoarizona.com/noticias/bomberos-pasan-el-dia-del-padre-trabajando/2230194/">https://www.telemundoarizona.com/noticias/bomberos-pasan-el-dia-del-padre-trabajando/2230194/</a>

NWFD Chief Bradley and I taught strategic planning in the Battalion Chiefs Academy at the NWFD training center.

# District Activities for the Month

Professional Development and Human Resources met to begin the process of the evaluating candidates for our next academy. The new process included "self-videos" of the candidates, which were reviewed and scored by approximately 20 GRFD employees, from probationary firefighters to chief officers. We reached out to the Leadership Team to receive assistance in evaluating the individual candidate videos. This is a new and exciting process we tried out that has been very successful in the City of Scottsdale. Selected candidates moved on to the credibility assessments and, lastly, for final interviews. We will select our new recruits and decide what our next academy will look like, depending on their experience level. The academy is planned to begin August 8th.

HR Manager Delong, President Jones and I presented at the Captains Academy. Part of my attendance was to briefly dispel rumors and clarify the District's position. There were 15 students preparing for the captain's testing process. This class hopefully prepared them for the rigorous testing process. Well done Captain Hastings and the entire Professional Development team!

Oro Valley Town Manager Jacobs and I presented at the Battalion Chief Academy.

We held Probationary Firefighter module testing.

Captain Spanarella went to Fairbanks, Alaska to represent GRFD as a single resource. He promises to send pictures. For now, we have decided to hold off on REMs team deployments outside the state of Arizona until some technicalities can be sorted out with the state and medical direction.

GRFD Fire and Life Safety has approved the plans for La Posada Pusch Ridge Senior Independent Living Development. This very large living development will be in the center of Oro Valley at 10930 North First Ave. I have initiated conversations with the leadership of La Posada in an effort to better understand the impact this facility will have on our system.

Ambulance update – we will hopefully we will receive two of the three ambulances that we have ordered in the next month. Logistics will be expediting the "in-service" preparation as quickly as possible.

Chief Cesarek completed the bi-weekly construction meeting with WSM Architecture and Lloyd Construction. Subcontractors completed a walk-through and deeper dive into the headquarters building as they develop their bid proposals.

Chief Brandhuber, IT Manager Rascon and I have been looking into technology that will bypass our public assists going through the 9-1-1 dispatch system.

The Paycom transition is close to completion with full implementation to begin July 1.

Tuition reimbursement checks have been approved and will be issued by the finance department in the coming weeks. It is a wonderful benefit that the District provides to the employees. As a reminder, the new policy will take effect July 1, 2022 and preapproval is necessary to receive reimbursement.

We have been looking for employees to volunteer for the Christmas or Holiday Committee: Regular Memo 22-050 Christmas Committee Recruitment

Please follow this link for the latest "News from the Ranch" by Chief Robb: NFR 6-15-22

July 1, 2022 will mark the 5-year anniversary of the consolidation between GRFD and Mountain Vista Fire District.

Chief Robb has been in the process of updating our commercials and this August we hope to have a new Cool Pool Rules commercial, complete with a TikTok challenge and new in-school curriculum.

To keep it in the family, we would like to use our very own Golder Ranch firefighters and their kids and families.

Chief Brandhuber was acting Fire Chief from June 23 to July 1st and Chief Robb will be acting Fire Chief from July 1 – July 10. Please reach out to them with any needs you have, they will have signing authority.

We responded to a house fire in Rancho Vistoso. Great job by Oro Valley Police Department and our crews. See pictures below including drone shots.









# Personnel Updates

Follow this link for an announcement on our new procurement and supply specialist: <u>Regular Memo</u> <u>22-047 New Hire – Procurement & Supply Specialist</u>

New pay rates begin July 11, 2022 and will be on the July 29, 2022 paycheck. Thank you to the Governing Board for supporting all personnel in the District. Special thanks to Allison and the HR team for getting the work done.

# Commendations and Thank You Letters Received for the Month

- Thank you card for Captain Andrew Hatfield, Engineer Kevin Weber, Paramedic George Boyd, Paramedic James Glover, Firefighter Brian Madsen, and Firefighter Ryan Cooley
- Thank you card for Captain Rene Sanchez, Engineer Chad Buda, Paramedic Brian Rinder, Firefighter Michael Selsor, Paramedic Ryan Ward, and Probationary Firefighter Jonathan Hains
- Thank you card for Engineer Thomas Logan, Engineer Kurt Strieter, Firefighter James Muirhead, Paramedic Cory Wellman, Firefighter Justin McMurrich, and Paramedic Jake Bishop
- Thank you letter for Captain Andrew Shultz, Engineer Thomas Logan, Paramedic Kyle Unger, Paramedic Vince Kukahiko, Firefighter Brent Avey, EMS Captain Kyle Goodrich, and Probationary Firefighter Thomas Steele Jr.

# Hernandez, Maggie

From: John Flynn <johnflynn@azfireadvisor.com>

**Sent:** Monday, June 13, 2022 6:51 AM

To: AFDA Admin

**Subject:** [EXTERNAL]: AFDA Weekly Legislative & Political Report - 6/13/22

**Attachments:** Fire Service Bill Tracking Report - June 13 2022.pdf

**Importance:** High

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Today is the 155<sup>th</sup> day of the 55<sup>th</sup> Arizona Legislature – 2<sup>nd</sup> Regular Session. Last week House and Senate leadership held small group meetings with their respective caucus members as they floated a summary revenue and expenditure framework of the state budget. The budget framework, which leadership and the Governor's Office generally agree on, will be revised as members continue to indicate the spending (or lack thereof) they require in order to pass the budget. Anticipate we have several more weeks of work until they'll have a budget deal worked out ahead of the June 30 fiscal year deadline. The Professional Fire Fighters and the Fire Districts were able to take advantage of the legislature's limited work schedule last week to hold an information meeting for Senators on SCR1049: FIRE DISTRICTS; FUNDING; TPT INCREMENT. Senator Livingston (R-22, Peoria) hosted the meeting on behalf of the fire service, which was attended by approximately a third of Senate members and the Senate majority leadership team. Work continues to get SCR1049 voted out of the House and returned to the Senate for final action. Other fire service priority measures still awaiting final action include S1324: SMART AND SAFE FUND; DISTRIBUTION, which addresses an issue with fire authority excise tax distribution and adds tribal fire service agencies to the distribution list awaits a House Third Read calendar (\$1324 is voter protected / Prop. 105 and requires 3/4 majority vote for approval). H2609: AMBULANCE SERVICES; SERVICE AREAS awaits a Senate Final Read calendar. \$1268: PSPRS; DEFINED RETIREMENT OPTION PLAN, which expands the DROP program to seven years among other changes, passed House Government and Elections on March 24 with amend #4864, which was offered to mitigate opposition to the bill. \$1268 continues to await a House Rules hearing.

Heading into this week there are 76 House bills awaiting the Senate Rules Committee, and 61 Senate bills are awaiting the House Rules Committee. The House has 22 Senate bills ready for Committee of the Whole (COW), and the Senate has 27 bills pending COW. A total of 7 bills are ready for Third Read in both chambers combined. The Governor has signed 305 bills into law and vetoed one bill (*H2617 an election related matter*). Floor calendars for COW, Third Read and Final read post daily at <a href="House & Senate Floor Calendars">House & Senate Floor Calendars</a>. Floor sessions can be viewed live on ACTV at: <a href="https://www.azleg.gov/liveproceedings/">https://www.azleg.gov/liveproceedings/</a>. The live proceedings page updates daily with scheduled floor calendars. A total of 1,780 bills have been posted for the session. The week's Fire Service Bill Tracking report was amended to eliminate DEAD bills. The attached report now includes 54 bills of interest to Arizona's fire services.

<u>Priority fire service bills to be considered by the legislature this session are listed along with current status</u> (<u>organization sponsor/ requestor in parentheses</u>):

**SCR1049 STRIKER: FIRE DISTRICTS; FUNDING; TPT INCREMENT** (PFFA/AFDA/AFCA position: **SUPPORT**) – legislative ballot referral striker replaces the now dead HCR2004 for the fire district sales tax measure LAST: 3/21 PASSED House Land, Agriculture and Rural Affairs 8-1. NEXT: House Rules Hearing – TBD.

**H2609: AMBULANCE SERVICES; SERVICE AREAS** (AFCA/AFDA position: **SUPPORT**)- amends numerous items specific to 9-1-1 ambulance operations. LAST: 5/18 PASSED Senate Third Read 25-0. NEXT: House concurrence with Senate amendments and Final Read – TBD.

**H2336: LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION** (PFFA position: **SUPPORT**): - expands definition of health professionals for counseling specific to public safety. Note: the language from the now DEAD H2546: TRAUMATIC EVENT COUNSELING; CONTINUATION was amended to H2336 in Senate Commerce on 3/2. LAST: 5/2 House adopted conference report #4925 and PASSED Final Read 56-0. NEXT: awaits Final Read in the Senate.

**S1324: SMART AND SAFE FUND; DISTRIBUTION** (AFDA position: **SUPPORT**) - tech correction to address fire district JPA funding. Note: Universities and tribal police and fire agencies were added to S1324 on the Senate floor with amend #4310. LAST: 5/24 House COW approved. NEXT: 6/6 - House Third Read calendar.

**H2699: FIRE DISTRICT BONDS; MERGER; CONSOLIDATION** (AFDA Position: **SUPPORT**) – eliminates the expansion of GO Bond payments across new territory when fire districts are merged or consolidated. LAST: 3/29 signed by the Governor, Chapter 84, Laws 2022.

**FIRE DISTRICT WORKERS COMP RISK POOL** (AFDA position: **SUPPORT**): seeking ARPA funding distribution from Governor's Office / general appropriation in FY23 budget reconciliation bill process.

# **Legislative / Regulatory / Elections / Political Calendar**

- April 23, 2022 Saturday of the week of the 100th day of session. This is the date required by rule for sine die adjournment unless leaders extend the deadline.
- July 6, 2022 Early voting begins / ballots mailed for the August 2 State Primary Election.
- August 2, 2022 State Primary Election.
- October 12, 2022 Early voting begins / ballots mailed for the November 8 State General Election.
- November 8, 2022 State General Election.

#### **Upcoming at AFDA**

- June 2022 REMINDER: NO AFDA Board Meeting in June.
- **July 12, 2022** AFDA Annual Membership and Board Meeting AFCA-AFDA Leadership Conference, Renaissance Hotel Conference Center, Glendale, AZ at 10:00 a.m.



# Fire Service Bill Tracking Report Week of June 20, 2022

55th Legislature - 2nd Regular Session, 2022

Saturday, Jun 18 2022 3:17 PM

Bill summaries and histories copyright 2022 Arizona Capitol Reports, L.L.C.

# Fire Services / EMS / Ambulance

# **Posted Calendars and Committee Hearings**

No hearings, calendars, or amendments posted.

## **Bill Summaries**

# **H2010: FIRST RESPONDER FLAGS; HOMEOWNERS' ASSOCIATIONS**

Condominium associations and homeowners' associations cannot prohibit the display of a "first responder flag" (defined), a blue star service flag, or a gold star service flag. AS PASSED SENATE

First sponsor: Rep. Kavanagh (R - Dist 23)

H2010 Daily History	Date Action
FIRST RESPONDER FLAGS; HOMEOWNERS' ASSOCIATIONS	S 6/6 signed by governor. Chap. Chap. 272, Laws 2022. message
FIRST RESPONDER FLAGS; HOMEOWNERS' ASSOCIATIONS	S 5/31 House concurred in Senate amendments and passed on final reading 39-14; ready for governor.
FIRST RESPONDER FLAGS; HOMEOWNERS' ASSOCIATIONS	S 5/17 passed Senate <u>24-4</u> ; returned to House for concurrence in Senate amendments.
FIRST RESPONDER FLAGS; HOMEOWNERS' ASSOCIATIONS	S $4/11$ Senate COW approved with amend $\underline{#4682}$ and flr amend $\underline{#4926}$ .
FIRST RESPONDER FLAGS; HOMEOWNERS' ASSOCIATIONS	S 3/15 from Senate rules okay.
FIRST RESPONDER FLAGS; HOMEOWNERS' ASSOCIATIONS	S 3/8 from Senate gov with amend #4682.
FIRST RESPONDER FLAGS; HOMEOWNERS' ASSOCIATIONS	S 3/7 Senate gov do pass; report awaited.
FIRST RESPONDER FLAGS; HOMEOWNERS' ASSOCIATIONS	S 2/17 referred to Senate gov.
FIRST RESPONDER FLAGS; HOMEOWNERS' ASSOCIATIONS	S 2/3 House COW approved. Passed House <u>39-20</u> ; ready for Senate.
FIRST RESPONDER FLAGS; HOMEOWNERS' ASSOCIATIONS	S 1/26 from House gov-elect do pass.
FIRST RESPONDER FLAGS; HOMEOWNERS' ASSOCIATIONS	S 1/26 House gov-elect do pass; report awaited.
FIRST RESPONDER FLAGS; HOMEOWNERS' ASSOCIATIONS	S 1/11 referred to House gov-elect.

# **H2110: APPROPRIATION; FIREFIGHTER TRAINING PROGRAMS**

Appropriates \$1 million from the general fund in FY2022-23 to the Coconino County Community College District for firefighter training programs.

First sponsor: Rep. Blackman (R - Dist 6)

H2110 Daily History	Date	Action
APPROPRIATION; FIREFIGHTER TRAINING PROGRAMS	3/9	from Senate appro do pass.
APPROPRIATION; FIREFIGHTER TRAINING PROGRAMS	3/8	Senate appro do pass; report awaited.
APPROPRIATION; FIREFIGHTER TRAINING PROGRAMS	3/1	referred to Senate appro.
APPROPRIATION; FIREFIGHTER TRAINING PROGRAMS	2/24	passed House <u>52-7</u> ; ready for Senate.
APPROPRIATION; FIREFIGHTER TRAINING PROGRAMS	2/22	from House rules okay.
APPROPRIATION; FIREFIGHTER TRAINING PROGRAMS	1/27	from House appro do pass.
APPROPRIATION; FIREFIGHTER TRAINING PROGRAMS	1/26	House appro do pass; report awaited.
APPROPRIATION; FIREFIGHTER TRAINING PROGRAMS	1/24	House mil-pub safety do pass; report awaited.
APPROPRIATION; FIREFIGHTER TRAINING PROGRAMS	1/13	referred to House mil-pub safety, appro.

## H2226: FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION.

Counties and municipalities are authorized to prohibit the use of permissible consumer fireworks between the hours of 11PM and 8AM, except for between 11PM of December 31 and 1AM on January 1 each year, and between 11PM of July 4 and 1AM on July 5 each year.

First sponsor: Rep. Shah (D - Dist 24) Others: Rep. Bowers (R - Dist 25), Rep. Longdon (D - Dist 24), Rep. Pawlik (D - Dist 17)

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H2226 Daily History

Date Action

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION. 3/8

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION. 3/3

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION. 3/2

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION. 2/17

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION. 2/17

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION. 2/15

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION. 2/8

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION. 2/1

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION. 2/1

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION. 1/31

House mil-pub safety do pass; report awaited.

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION. 1/18

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION. 1/18
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## **H2255: FIREWORKS; PERMISSIBLE USE; DIWALI**

The dates that counties with a population of more than 500,000 persons and municipalities within those counties cannot prohibit the sale of permissible consumer fireworks is expanded to include two days before the first day of Diwali through the third day of Diwali, and the dates that those counties and municipalities cannot prohibit the use of permissible consumer fireworks is expanded to include the second and third days of Diwali.

First sponsor: Rep. Biasiucci (R - Dist 5)

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H2255 Daily History

Date Action

FIREWORKS; PERMISSIBLE USE; DIWALI 6/7 retained on Senate COW calendar.

FIREWORKS; PERMISSIBLE USE; DIWALI 3/29 from Senate rules okay.

FIREWORKS; PERMISSIBLE USE; DIWALI 3/23 from Senate appro with amend #4825.

FIREWORKS; PERMISSIBLE USE; DIWALI 3/25 Senate appro amended; report awaited.

FIREWORKS; PERMISSIBLE USE; DIWALI 3/15 Senate appro held.

FIREWORKS; PERMISSIBLE USE; DIWALI 2/21 referred to Senate com.

FIREWORKS; PERMISSIBLE USE; DIWALI 2/17 passed House 32-26; ready for Senate.

FIREWORKS; PERMISSIBLE USE; DIWALI 2/8 from House rules okay.

FIREWORKS; PERMISSIBLE USE; DIWALI 2/1 from House mil-pub safety do pass.

FIREWORKS; PERMISSIBLE USE; DIWALI 1/31 House mil-pub safety do pass; report awaited.

FIREWORKS; PERMISSIBLE USE; DIWALI 1/24 referred to House mil-pub safety.
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## **H2374: ACUTE CARE SERVICES; PILOT PROGRAM**

The health care services provided to patients in the Acute Care Services At Home Pilot Program are allowed, at the option of the hospital, to include services of mobile paramedics. Establishes requirements for mobile paramedics participating in the Program, including at least two years of experience as a paramedic and being certified in community paramedicine by a recognized certifying body before January 1, 2023. Nursing or other health care services provided under the Program, other than the twice-daily onsite patient assessment visits, may be virtual or in person. AS SIGNED BY GOVERNOR

First sponsor: Rep. Cobb (R - Dist 5)

H2374 Daily History Da	ate Action
ACUTE CARE SERVICES; PILOT PROGRAM 4/	/14 signed by governor. Chap. 140, Laws 2022. <u>message</u>
ACUTE CARE SERVICES; PILOT PROGRAM 4/	/11 House concurred in Senate amendments and passed on final reading 53-1; ready for governor.
ACUTE CARE SERVICES; PILOT PROGRAM 4/	/6 passed Senate <u>27-0</u> ; returned to House for concurrence in Senate amendments.
ACUTE CARE SERVICES; PILOT PROGRAM 3/	/21 Senate COW approved with flr amend #4800.
ACUTE CARE SERVICES; PILOT PROGRAM 3/	/8 from Senate rules okay.
ACUTE CARE SERVICES; PILOT PROGRAM 3/	/2 from Senate hel-hu ser do pass.
ACUTE CARE SERVICES; PILOT PROGRAM 3/	/2 Senate hel-hu ser do pass; report awaited.
ACUTE CARE SERVICES; PILOT PROGRAM 2/	/21 referred to Senate hel-hu ser.
ACUTE CARE SERVICES; PILOT PROGRAM 2/	/17 passed House <u>53-5</u> ; ready for Senate.
ACUTE CARE SERVICES; PILOT PROGRAM 2/	/17 House COW approved with flr amend <u>#4275</u> .
ACUTE CARE SERVICES; PILOT PROGRAM 2/	/15 from House rules okay.
ACUTE CARE SERVICES; PILOT PROGRAM 2/	/9 from House com do pass.
ACUTE CARE SERVICES; PILOT PROGRAM 2/	/8 House com do pass; report awaited.
ACUTE CARE SERVICES; PILOT PROGRAM 1/	/24 referred to House com.

#### **H2407: AMBULANCES; MILEAGE RATE CALCULATION**

The Department of Health Services is required to incorporate all of a list of specified factors when calculating the proposed mileage rate for ambulance services, including the cost of fuel, vehicle maintenance and insurance, and the cost of licensure and registration of each ground ambulance vehicle. AS SIGNED BY GOVERNOR

First sponsor: Rep. Griffin (R - Dist 14)

H2407 Daily History	Date	Action
AMBULANCES; MILEAGE RATE CALCULATION	5/3	signed by governor. Chap. 217, Laws 2022. <u>message</u>
AMBULANCES; MILEAGE RATE CALCULATION	4/25	Senate COW approved. Passed Senate <u>24-3</u> ; ready for governor.
AMBULANCES; MILEAGE RATE CALCULATION	4/19	from Senate rules okay.
AMBULANCES; MILEAGE RATE CALCULATION	3/24	withdrawn from Senate appro.
AMBULANCES; MILEAGE RATE CALCULATION	3/16	from Senate hel-hu ser do pass.
AMBULANCES; MILEAGE RATE CALCULATION	3/16	Senate hel-hu ser do pass; report awaited.
AMBULANCES; MILEAGE RATE CALCULATION	2/22	referred to Senate hel-hu ser, appro.
AMBULANCES; MILEAGE RATE CALCULATION	2/21	House COW approved with flr amend $\underline{\#4352}$ . Passed House $\underline{58\text{-}0}$ ; ready for Senate.
AMBULANCES; MILEAGE RATE CALCULATION	2/15	from House rules okay.
AMBULANCES; MILEAGE RATE CALCULATION	2/9	from House com do pass.
AMBULANCES; MILEAGE RATE CALCULATION	2/8	House com do pass; report awaited.
AMBULANCES; MILEAGE RATE CALCULATION	1/24	referred to House com.

# **H2431: EMERGENCY MEDICAL SERVICES; PATIENT TRANSPORT**

An emergency medical care technician is required to comply with either emergency medical standards and protocols established by the regional council or the medical direction for the local jurisdiction when considering emergency transport, including the appropriate use of telecommunications. An emergency medical care technician is prohibited from providing a patient with a presumptive medical diagnosis and from counseling a patient to decline emergency medical services transportation, with some exceptions. AS PASSED SENATE

First sponsor: Rep. Shah (D - Dist 24)

	H2431 Daily History	Date	Action
1	EMERGENCY MEDICAL SERVICES; PATIENT TRANSPORT	6/6	signed by governor. Chap. Chap. 274, Laws 2022. message
1	EMERGENCY MEDICAL SERVICES; PATIENT TRANSPORT	5/31	House concurred in Senate amendments and passed on final reading <u>34-17</u> ; ready for governor.

EMERGENCY MEDICAL SERVICES; PATIENT TRANSPORT 5/18 Senate COW approved with flr amend #4981. Passed Senate 20-5; returned to House for concurrence in Senate amendments.

EMERGENCY MEDICAL SERVICES; PATIENT TRANSPORT 3/30 retained on Senate COW calendar.

EMERGENCY MEDICAL SERVICES; PATIENT TRANSPORT 3/29 from Senate rules okay.

EMERGENCY MEDICAL SERVICES; PATIENT TRANSPORT 3/23 from Senate hel-hu ser do pass.

EMERGENCY MEDICAL SERVICES; PATIENT TRANSPORT 3/23 referred to Senate hel-hu ser.

EMERGENCY MEDICAL SERVICES; PATIENT TRANSPORT 3/3 referred to Senate hel-hu ser.

EMERGENCY MEDICAL SERVICES; PATIENT TRANSPORT 2/28 passed House 31-25; ready for Senate.

EMERGENCY MEDICAL SERVICES; PATIENT TRANSPORT 2/28 House COW approved with flr amend #4570.

EMERGENCY MEDICAL SERVICES; PATIENT TRANSPORT 2/21 from House COW calendar.

EMERGENCY MEDICAL SERVICES; PATIENT TRANSPORT 2/21 from House rules okay.

EMERGENCY MEDICAL SERVICES; PATIENT TRANSPORT 2/14 from House hel-hu ser do pass.

EMERGENCY MEDICAL SERVICES; PATIENT TRANSPORT 2/14 House hel-hu ser do pass; report awaited.

EMERGENCY MEDICAL SERVICES; PATIENT TRANSPORT 2/14 House hel-hu ser do pass; report awaited.

EMERGENCY MEDICAL SERVICES; PATIENT TRANSPORT 2/14 House hel-hu ser do pass; report awaited.

#### **H2434: SURGICAL SMOKE EVACUATION; REQUIREMENTS**

Beginning July 1, 2024, each outpatient surgical center or hospital is required to adopt and implement policies to prevent exposure to "surgical smoke" by using a "smoke evacuation system" (both defined) for each procedure that generates surgical smoke. AS SIGNED BY GOVERNOR

First sponsor: Rep. Shah (D - Dist 24)

H2434 Daily History Date	Action
SURGICAL SMOKE EVACUATION; REQUIREMENTS 3/24	signed by governor. Chap. 57, Laws 2022. <u>message</u>
SURGICAL SMOKE EVACUATION; REQUIREMENTS 3/17	passed Senate <u>28-1</u> ; ready for governor.
SURGICAL SMOKE EVACUATION; REQUIREMENTS 3/15	from Senate rules okay.
SURGICAL SMOKE EVACUATION; REQUIREMENTS 3/9	from Senate hel-hu ser do pass.
SURGICAL SMOKE EVACUATION; REQUIREMENTS 3/9	Senate hel-hu ser do pass; report awaited.
SURGICAL SMOKE EVACUATION; REQUIREMENTS 2/17	referred to Senate hel-hu ser.
SURGICAL SMOKE EVACUATION; REQUIREMENTS 2/15	House COW approved with amend <u>#4041</u> . Passed House <u>57-2</u> ; ready for Senate.
SURGICAL SMOKE EVACUATION; REQUIREMENTS 2/8	from House rules okay.
SURGICAL SMOKE EVACUATION; REQUIREMENTS 2/1	from House hel-hu ser with amend <u>#4041</u> .
SURGICAL SMOKE EVACUATION; REQUIREMENTS 1/31	House hel-hu ser do pass; report awaited.
SURGICAL SMOKE EVACUATION; REQUIREMENTS 1/24	referred to House hel-hu ser.

## **H2609: AMBULANCE SERVICES; SERVICE AREAS**

Various changes to statutes relating to ambulance service. The Department of Health Services (DHS) is required to review ambulance response times and update the response times based on population density and geographic and medical considerations, and the financial impact on rates and charges, every six years. The calculation of response times must begin when the public safety answering point contacts an ambulance service for dispatch and conclude when the ambulance service arrives at the dispatched location. Beginning January 1, 2024, ambulance services are required to install and maintain an electronic global positioning system monitoring device in each vehicle to record on-scene arrival times for response time measurement. DHS is required, to provide a waiver to an ambulance service that can reasonably demonstrate that it is unable to meet this requirement. When dispatch or global positioning system connectivity is not available, an ambulance service is required to manually document the on-scene arrival times for response time measurement. DHS is required to make response time data publicly available. Within 180 days after receiving an application for an ambulance service certificate of necessity, DHS is required to determine whether necessity for the ambulance service exists and the ambulance service meets the requirements for a certificate of necessity. On receipt of an initial or amended application for a certificate of necessity, DHS is required to post a notice of the application on its website. Within 30 days after the notice is posted, any interested party is allowed to provide information to DHS for consideration. Establishes a list of entities that are considered to be an interested party as

a matter of law. DHS is required to notify all interested parties, including municipalities, fire districts, and existing certificate of necessity holders within the service area, of any applications for an initial or amended certificate of necessity within 15 days after an application is filed, within 15 days after the application is complete, and within 15 days after a decision on the application by DHS. Any certificate of necessity holder whose ambulance service area is within the affected service area of a new ambulance service is allowed to appeal a DHS determination within 30 days after the decision. If an appeal is made, DHS must hold a public hearing and notify every interested party of the hearing. DHS must require a public hearing on any proposed action relating to an adjustment of general public rates, charges, or certificate of necessity transfers, with some exceptions. This legislation applies to initial and amended certificates of necessity filed with DHS beginning January 1, 2024. Effective January 1, 2024. AS PASSED SENATE

First sponsor: Rep. Burges (R - Dist 1)
Others: Rep. Blackman (R - Dist 6), Rep. Carroll (R - Dist 22), Rep. Cook (R - Dist 8), Rep. Fillmore (R - Dist 16), Rep. Finchem (R - Dist 11), Rep. Griffin (R - Dist 14), Sen. Livingston (R - Dist 22), Rep. Osborne (R - Dist 13), Rep. Payne (R - Dist 21), Rep. Pingerelli (R - Dist 21), Sen. Townsend (R - Dist 16)

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Date Action
H2609 Daily History
AMBULANCE SERVICES; SERVICE AREAS 5/18 Senate COW approved with amend #4842 and fir amend #4982.
                                          Passed Senate <u>25-0</u>; returned to House for concurrence in Senate
                                          amendments.
AMBULANCE SERVICES; SERVICE AREAS 5/17 from Senate rules okay.
AMBULANCE SERVICES; SERVICE AREAS 3/24 from Senate hel-hu ser with amend #4842.
AMBULANCE SERVICES; SERVICE AREAS 3/23 Senate hel-hu ser amended; report awaited.
AMBULANCE SERVICES; SERVICE AREAS 3/9 referred to Senate hel-hu ser.
AMBULANCE SERVICES; SERVICE AREAS 3/2 House COW approved with flr amend #4601. Passed House 56-0;
                                          ready for Senate.
AMBULANCE SERVICES; SERVICE AREAS 2/24 retained on House COW calendar.
AMBULANCE SERVICES; SERVICE AREAS 2/21 from House rules okay.
AMBULANCE SERVICES; SERVICE AREAS 2/15 from House mil-pub safety do pass.
AMBULANCE SERVICES; SERVICE AREAS 2/14 House mil-pub safety do pass; report awaited.
AMBULANCE SERVICES; SERVICE AREAS 2/3 referred to House mil-pub safety.
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## **H2699: FIRE DISTRICT BONDS; MERGER; CONSOLIDATION**

IF a fire district with outstanding bonded indebtedness is merged or consolidated, the indebtedness is not assumed by all of the resulting district and is deemed an ongoing indebtedness of only that portion of the resulting district that originally approved the bonds. In order to pay the principal and interest on the bonds as they become due and payable, the county board of supervisors is required to annually levy and collect a tax on the taxable property of only that portion of the resulting district that approved the bonds as determined on the date of the merger or consolidation of the district, and is prohibited from levying taxes on the remainder of the taxable property of the newly merged or consolidated district. AS SIGNED BY GOVERNOR

First sponsor: Rep. Martinez (R - Dist 11) Others: Rep. Fillmore (R - Dist 16), Rep. Finchem (R - Dist 11)

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H2699 Daily History

Date Action

FIRE DISTRICT BONDS; MERGER; CONSOLIDATION 3/29 signed by governor. Chap. 84, Laws 2022. message

FIRE DISTRICT BONDS; MERGER; CONSOLIDATION 3/22 passed Senate 28-1; ready for governor.

FIRE DISTRICT BONDS; MERGER; CONSOLIDATION 3/15 from Senate rules okay.

FIRE DISTRICT BONDS; MERGER; CONSOLIDATION 3/9 from Senate fin do pass.

FIRE DISTRICT BONDS; MERGER; CONSOLIDATION 3/9 Senate fin do pass; report awaited.

FIRE DISTRICT BONDS; MERGER; CONSOLIDATION 2/28 referred to Senate fin.

FIRE DISTRICT BONDS; MERGER; CONSOLIDATION 2/23 passed House 58-1; ready for Senate.

FIRE DISTRICT BONDS; MERGER; CONSOLIDATION 2/21 from House rules okay.

FIRE DISTRICT BONDS; MERGER; CONSOLIDATION 2/17 from House gov-elect do pass.

FIRE DISTRICT BONDS; MERGER; CONSOLIDATION 2/16 House gov-elect do pass; report awaited.

FIRE DISTRICT BONDS; MERGER; CONSOLIDATION 2/17 referred to House gov-elect.
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The liens and assignments authorized by statute for an entity that operates a health care institution or provides health care services are enforceable by a cause of action and are subject to a list of specified conditions. The first \$20,000 of any third-party judgment, settlement or award is exempt from any lien or assignment. If the services provided are covered by the injured person's health insurance or similar medical benefit plan with which the health care provider has a contract, the contract must expressly allow the claimant to assert a lien or assignment or the lien or assignment is invalid and cannot be enforced by a cause of action, except that a claimant may enforce a lien or assignment for the amount of a patient's responsibility for outstanding copayments and deductibles. Health care providers are required to compromise any lien or assignment granted to provide a settlement of the claim that is fair and equitable. Factors that must be considered in determining the extent of the compromise are listed. Applies to liens that are filed for services that are provided beginning January 1, 2023. AS PASSED SENATE

First sponsor: Sen. Ugenti-Rita (R - Dist 23)

S1021 Daily History	Date	Action
HEALTH CARE LIENS; LIMITATION	3/29	from House rules okay.
HEALTH CARE LIENS; LIMITATION	3/23	from House com with amend #4831.
HEALTH CARE LIENS; LIMITATION	3/22	House com amended; report awaited.
HEALTH CARE LIENS; LIMITATION	3/14	referred to House com.
HEALTH CARE LIENS; LIMITATION	3/2	passed Senate <u>19-9</u> ; ready for House.
HEALTH CARE LIENS; LIMITATION	2/24	Senate COW approved with flr amend $\underline{#4485}$ .
HEALTH CARE LIENS; LIMITATION	1/25	from Senate rules okay.
HEALTH CARE LIENS; LIMITATION	1/19	from Senate fin do pass.
HEALTH CARE LIENS; LIMITATION	1/19	Senate fin do pass; report awaited.
HEALTH CARE LIENS; LIMITATION	1/10	referred to Senate fin.

# S1049: PARENTS' BILL OF RIGHTS; VIOLATION

A person who violates the parents' bill of rights contained in statute is guilty of a class 2 (mid-level) misdemeanor. A parent or legal guardian of a minor child has legal standing to sue any person who violates the parent's or guardian's rights under the parents' bill of rights. If a school district or charter school is alleged to have violated the parents' bill of rights, the Attorney General or county attorney is authorized to initiate a suit in superior court. The court is authorized to impose a civil penalty of up to \$5,000 on a school district or charter school for each violation.

First sponsor: Sen. Townsend (R - Dist 16)

S1049 Daily History	Date	Action
PARENTS' BILL OF RIGHTS; VIOLATION	2/24	passed Senate <u>16-12</u> ; ready for House.
PARENTS' BILL OF RIGHTS; VIOLATION	2/23	Senate COW approved with flr amend $\underline{\#4437}.$
PARENTS' BILL OF RIGHTS; VIOLATION	2/17	retained on Senate COW calendar.
PARENTS' BILL OF RIGHTS; VIOLATION	2/15	from Senate rules okay.
PARENTS' BILL OF RIGHTS; VIOLATION	2/14	from Senate jud do pass.
PARENTS' BILL OF RIGHTS; VIOLATION	2/10	Senate jud do pass; report awaited.
PARENTS' BILL OF RIGHTS; VIOLATION	2/3	Senate jud held.
PARENTS' BILL OF RIGHTS; VIOLATION	1/27	Senate jud held.
PARENTS' BILL OF RIGHTS; VIOLATION	1/10	referred to Senate jud.

# S1275: FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION

Counties and municipalities are authorized to prohibit the use of permissible consumer fireworks between the hours of 11PM and 8AM, except between 11PM on December 31 through 1AM on January 1, and between 11PM on July 4 through 1AM on July 5. AS SIGNED BY GOVERNOR

First sponsor: Sen. Mesnard (R - Dist 17) Others: Rep. Shah (D - Dist 24)

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S1275 Daily History

Date Action

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION 3/18 signed by governor. Chap. 18, Laws 2022.

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION 3/10 passed House 36-21; ready for governor.

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION 3/8 from House rules okay.

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION 3/1 from House mil-pub safety do pass.

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION 2/28 House mil-pub safety do pass; report awaited.

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION 2/23 referred to House mil-pub safety.

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION 2/17 passed Senate 23-6; ready for House.

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION 2/16 Senate COW approved.

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION 2/8 from Senate rules okay.

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION 2/3 from Senate com do pass.

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION 2/2 Senate com do pass; report awaited.

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION 2/2 Senate com do pass; report awaited.

FIREWORKS; USE; OVERNIGHT HOURS; PROHIBITION 1/24 referred to Senate com.
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#### S1311: HEALTH CARE WORKERS; ASSAULT; PREVENTION.

The list of victims of assault that cause an assault to be classified as aggravated assault if the defendant knows of their profession is expanded to include a "health care worker" (defined) while engaged in the health care worker's work duties. Aggravated assault committed on a health care worker is a class 6 (lowest) felony. By July 1, 2023, "health care employers" (defined as licensed health care institutions with more than 50 employees) are required to develop, implement and maintain a written workplace violence prevention plan that includes specified provisions. As soon as practicable after a workplace violence incident is reported to a health care employer, the employer is required to investigate the incident and to document the findings, recommendations and corrective measures taken for each investigation conducted. AS SIGNED BY GOVERNOR

First sponsor: Sen. Barto (R - Dist 15)

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S1311 Daily History

Date Action

HEALTH CARE WORKERS; ASSAULT; PREVENTION. 4/25 signed by governor. Chap. 190, Laws 2022. message

HEALTH CARE WORKERS; ASSAULT; PREVENTION. 4/18 passed House 53-5; ready for governor.

HEALTH CARE WORKERS; ASSAULT; PREVENTION. 3/29 from House rules okay.

HEALTH CARE WORKERS; ASSAULT; PREVENTION. 3/22 from House hel-hu ser do pass.

HEALTH CARE WORKERS; ASSAULT; PREVENTION. 3/21 House hel-hu ser do pass; report awaited.

HEALTH CARE WORKERS; ASSAULT; PREVENTION. 3/8 referred to House hel-hu ser.

HEALTH CARE WORKERS; ASSAULT; PREVENTION. 3/2 passed Senate 23-4; ready for House.

HEALTH CARE WORKERS; ASSAULT; PREVENTION. 2/23 from Senate rules okay.

HEALTH CARE WORKERS; ASSAULT; PREVENTION. 2/23 from Senate hel-hu ser do pass.

HEALTH CARE WORKERS; ASSAULT; PREVENTION. 2/21 Senate hel-hu ser do pass; report awaited.

HEALTH CARE WORKERS; ASSAULT; PREVENTION. 2/21 Senate hel-hu ser do pass; report awaited.

HEALTH CARE WORKERS; ASSAULT; PREVENTION. 2/21 referred to Senate hel-hu ser.
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#### S1515: MUNICIPAL FIREFIGHTERS; CANCER FUND; DISTRIBUTIONS

The annual distributions from the Municipal Firefighter Cancer Reimbursement Fund are prohibited from exceeding the statewide aggregate of all compensation and benefits paid by municipal payors to municipal firefighters and municipal fire investigators for the relevant fiscal year.

First sponsor: Sen. Boyer (R - Dist 20)

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S1515 Daily History

Date Action

MUNICIPAL FIREFIGHTERS; CANCER FUND; DISTRIBUTIONS 3/29 from House rules okay.

MUNICIPAL FIREFIGHTERS; CANCER FUND; DISTRIBUTIONS 3/14 from House mil-pub safety do pass.

MUNICIPAL FIREFIGHTERS; CANCER FUND; DISTRIBUTIONS 3/14 House mil-pub safety do pass; report awaited.

MUNICIPAL FIREFIGHTERS; CANCER FUND; DISTRIBUTIONS 3/2 referred to House mil-pub safety.

MUNICIPAL FIREFIGHTERS; CANCER FUND; DISTRIBUTIONS 2/24 passed Senate 28-0; ready for House.
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MUNICIPAL FIREFIGHTERS; CANCER FUND; DISTRIBUTIONS 2/23 Senate COW approved with amend #4282.

MUNICIPAL FIREFIGHTERS; CANCER FUND; DISTRIBUTIONS 2/22 from Senate rules okay.

MUNICIPAL FIREFIGHTERS; CANCER FUND; DISTRIBUTIONS 2/17 from Senate com with amend #4282.

MUNICIPAL FIREFIGHTERS; CANCER FUND; DISTRIBUTIONS 2/16 Senate com amended; report awaited.

MUNICIPAL FIREFIGHTERS; CANCER FUND; DISTRIBUTIONS 1/31 referred to Senate com.
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# **S1711: FIRE INCIDENT MANAGEMENT FUND; APPROPRIATION**

Establishes the Fire Incident Management Fund, to be administered by the State Treasurer and used to provide hardware and software the enables the statewide deployment of a secure incident management platform to fire and law enforcement agencies. Appropriates \$6.1 million from the general fund in FY2022-23 to the Fund.

First sponsor: Sen. Gowan (R - Dist 14)

S1711 Daily History	Date	Action
FIRE INCIDENT MANAGEMENT FUND; APPROPRIATI	ION 3/24	from House appro with amend $#4859$ .
FIRE INCIDENT MANAGEMENT FUND; APPROPRIATI	ION 3/23	House appro amended; report awaited.
FIRE INCIDENT MANAGEMENT FUND; APPROPRIATI	ION 3/14	from House mil-pub safety do pass.
FIRE INCIDENT MANAGEMENT FUND; APPROPRIATI	ION 3/14	House mil-pub safety do pass; report awaited.
FIRE INCIDENT MANAGEMENT FUND; APPROPRIATI	ION 3/7	House mil-pub safety held.
FIRE INCIDENT MANAGEMENT FUND; APPROPRIATI	ON 2/28	referred to House mil-pub safety, appro.
FIRE INCIDENT MANAGEMENT FUND; APPROPRIATI	ION 2/17	passed Senate <u>27-2</u> ; ready for House.
FIRE INCIDENT MANAGEMENT FUND; APPROPRIATI	ION 2/15	from Senate rules okay.
FIRE INCIDENT MANAGEMENT FUND; APPROPRIATI	ION 2/9	from Senate appro do pass.
FIRE INCIDENT MANAGEMENT FUND; APPROPRIATI	ION 2/8	Senate appro do pass; report awaited.
FIRE INCIDENT MANAGEMENT FUND; APPROPRIATI	ION 2/2	referred to Senate appro.

# SCR1049: EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT

The members of the Legislature express support for opportunities in education for all children.

First sponsor: Sen. Boyer (R - Dist 20)

SCR1049 Daily History	Date	Action
EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT	3/22	from House land-agri-rural affairs with amend #4818.
EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT	3/21	House land-agri-rural affairs amended; report awaited.
EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT	3/14	referred to House land-agri-rural affairs.
EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT	2/23	passed Senate 20-8; ready for House.
EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT	2/22	from Senate rules okay.
EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT	2/16	from Senate educ do pass.
EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT	2/15	Senate educ do pass; report awaited.
EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT	2/2	referred to Senate educ.

# **Forestry & Wildfire Management**

# **Posted Calendars and Committee Hearings**

No hearings, calendars, or amendments posted.

## **Bill Summaries**

# H2127: FIRE SUPPRESSION; ASSISTANCE; PRIVATE LANDOWNERS

Modifies the requirements for private landowners to qualify for financial assistance from the FY2020-21 appropriation to the Arizona Department of Forestry and Fire Management for wildfire emergency response, to allow a landowner to provide information to the Dept that the landowner does not qualify for other reimbursement. Also requires the Dept to prioritize distributions of financial assistance to private landowners.

First sponsor: Rep. Griffin (R - Dist 14)

H2127 Daily History	Date	Action
FIRE SUPPRESSION; ASSISTANCE; PRIVATE LANDOWNERS	2/3	House COW approved. Substituted in House for identical bill 1146.
FIRE SUPPRESSION; ASSISTANCE; PRIVATE LANDOWNERS	1/26	from House nat res-energy-water do pass.
FIRE SUPPRESSION; ASSISTANCE; PRIVATE LANDOWNERS	1/25	House nat res-energy-water do pass; report awaited.
FIRE SUPPRESSION; ASSISTANCE; PRIVATE LANDOWNERS	1/18	referred to House nat res-energy-water.

# **H2183: FIRE INSURANCE; FLOODING; WILDFIRES**

A policy of fire insurance covering direct loss by fire under the Arizona standard fire policy is required to include coverage for loss or damage resulting from landslide, mudslide, mudflow ,or debris flow, if the fire is the efficient proximate cause of the loss or damage, the fire ended within 180 days, and coverage would otherwise be provided for the fire. Coverage must be provided under the same terms and conditions as would be provided for the fire. AS PASSED HOUSE

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First sponsor: Rep. Cook (R - Dist 8)
Others: Rep. Blackman (R - Dist 6), Rep. Carter (R - Dist 8), Rep. Dunn (R - Dist 13), Rep. Finchem (R - Dist 11), Rep. Payne (R - Dist 21)
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H2183 Daily History

Date Action

FIRE INSURANCE; FLOODING; WILDFIRES 3/24 from Senate fin with amend #4854.

FIRE INSURANCE; FLOODING; WILDFIRES 3/23 Senate fin amended; report awaited.

FIRE INSURANCE; FLOODING; WILDFIRES 2/17 referred to Senate fin.

FIRE INSURANCE; FLOODING; WILDFIRES 2/14 House COW approved with amend #4047. Passed House 52-5; ready for Senate.

FIRE INSURANCE; FLOODING; WILDFIRES 2/8 from House rules okay.

FIRE INSURANCE; FLOODING; WILDFIRES 2/2 from House com with amend #4047.

FIRE INSURANCE; FLOODING; WILDFIRES 2/1 House com amended; report awaited.

FIRE INSURANCE; FLOODING; WILDFIRES 2/14 referred to House com.
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## **H2580: WILDFIRE MANAGEMENT; DELEGATION OF AUTHORITY**

The State Forester is required to perform all management and administrative functions assigned or delegated to the state of Arizona by the United States relating to wildfire prevention, mitigation, and suppression activities. AS SIGNED BY GOVERNOR

First sponsor: Rep. Cook (R - Dist 8)

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H2580 Daily History

Date Action

WILDFIRE MANAGEMENT; DELEGATION OF AUTHORITY 4/13 signed by governor. Chap. 129, Laws 2022. message

WILDFIRE MANAGEMENT; DELEGATION OF AUTHORITY 4/6 passed Senate 26-1; ready for governor.

WILDFIRE MANAGEMENT; DELEGATION OF AUTHORITY 3/12 from Senate rules okay.

WILDFIRE MANAGEMENT; DELEGATION OF AUTHORITY 3/16 Senate nat res-energy-water do pass.

WILDFIRE MANAGEMENT; DELEGATION OF AUTHORITY 2/21 referred to Senate nat res-energy-water.

WILDFIRE MANAGEMENT; DELEGATION OF AUTHORITY 2/17 passed House 58-0; ready for Senate.

WILDFIRE MANAGEMENT; DELEGATION OF AUTHORITY 2/18 from House rules okay.

WILDFIRE MANAGEMENT; DELEGATION OF AUTHORITY 2/11 from House land-agri-rural affairs do pass.

WILDFIRE MANAGEMENT; DELEGATION OF AUTHORITY 1/31 House land-agri-rural affairs do pass; report awaited.

WILDFIRE MANAGEMENT; DELEGATION OF AUTHORITY 1/31 House land-agri-rural affairs.
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#### HCM2006: FEMA; WILDFIRES; FLOODING; COST THRESHOLD

The Legislature urges the Federal Emergency Management Agency (FEMA) to amend its system of calculating the cumulative fire cost threshold from wildfires to include the costs resulting from and directly related to flooding. The Secretary of State is directed to transmit copies of this memorial to the FEMA Administrator. AS SENT TO SECRETARY OF STATE

First sponsor: Rep. Cook (R - Dist 8) Others: Rep. Cano (D - Dist 3)

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HCM2006 Daily History

Date Action

FEMA; WILDFIRES; FLOODING; COST THRESHOLD 4/13 passed Senate 25-0; ready for Secretary of State.

FEMA; WILDFIRES; FLOODING; COST THRESHOLD 3/22 from Senate rules okay.

FEMA; WILDFIRES; FLOODING; COST THRESHOLD 3/17 from Senate nat res-energy-water do pass.

FEMA; WILDFIRES; FLOODING; COST THRESHOLD 3/16 Senate nat res-energy-water do pass; report awaited.

FEMA; WILDFIRES; FLOODING; COST THRESHOLD 2/21 referred to Senate nat res-energy-water.

FEMA; WILDFIRES; FLOODING; COST THRESHOLD 2/17 passed House 58-0; ready for Senate.

FEMA; WILDFIRES; FLOODING; COST THRESHOLD 2/2 from House rules okay.

FEMA; WILDFIRES; FLOODING; COST THRESHOLD 2/2 from House nat res-energy-water do pass.

FEMA; WILDFIRES; FLOODING; COST THRESHOLD 2/1 House nat res-energy-water do pass; report awaited.

FEMA; WILDFIRES; FLOODING; COST THRESHOLD 2/1 referred to House nat res-energy-water.
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## HCR2038: SUPPORTING PROPER FOREST MANAGEMENT

The members of the Legislature express their support of a reasonable and prudent multiple-use forest management policy to improve our nation's forest health.

First sponsor: Rep. Griffin (R - Dist 14)

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HCR2038 Daily History

Date Action

SUPPORTING PROPER FOREST MANAGEMENT 6/1 FAILED Senate on reconsideration 15-14.

SUPPORTING PROPER FOREST MANAGEMENT 5/17 FAILED Senate 14-13.

SUPPORTING PROPER FOREST MANAGEMENT 3/29 from Senate rules okay.

SUPPORTING PROPER FOREST MANAGEMENT 3/24 from Senate nat res-energy-water do pass.

SUPPORTING PROPER FOREST MANAGEMENT 3/23 Senate nat res-energy-water do pass; report awaited.

SUPPORTING PROPER FOREST MANAGEMENT 2/28 referred to Senate nat res-energy-water.

SUPPORTING PROPER FOREST MANAGEMENT 2/23 passed House 31-28; ready for Senate.

SUPPORTING PROPER FOREST MANAGEMENT 2/21 from House rules okay.
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SUPPORTING PROPER FOREST MANAGEMENT 2/16 from House nat res-energy-water do pass.

SUPPORTING PROPER FOREST MANAGEMENT 2/15 House nat res-energy-water do pass; report awaited.

SUPPORTING PROPER FOREST MANAGEMENT 2/10 referred to House nat res-energy-water.

# S1146: FIRE SUPPRESSION; ASSISTANCE; PRIVATE LANDOWNERS

Modifies the requirements for private landowners to qualify for financial assistance from the FY2020-21 appropriation to the Arizona Department of Forestry and Fire Management (ADFFM) for wildfire emergency response, to allow a landowner to provide information to ADFFM that the landowner does not qualify for other reimbursement. Also requires ADFFM to prioritize distributions of financial assistance to private landowners. AS SIGNED BY GOVERNOR

First sponsor: Sen. Kerr (R - Dist 13)

S1146 Daily History	Date	Action
FIRE SUPPRESSION; ASSISTANCE; PRIVATE LAND	DOWNERS 2/11	signed by governor. Chap. 1, Laws 2022. <u>message</u>
FIRE SUPPRESSION; ASSISTANCE; PRIVATE LAND	DOWNERS 2/3	substituted in House for identical bill 2127. Passed House <u>59-0</u> ; ready for governor.
FIRE SUPPRESSION; ASSISTANCE; PRIVATE LAND	DOWNERS 1/27	Senate COW approved. Passed Senate <u>23-4;</u> ready for House.
FIRE SUPPRESSION; ASSISTANCE; PRIVATE LAND	DOWNERS 1/25	from Senate rules okay.
FIRE SUPPRESSION; ASSISTANCE; PRIVATE LAND	DOWNERS 1/20	from Senate nat res-energy-water do pass.
FIRE SUPPRESSION; ASSISTANCE; PRIVATE LAND	DOWNERS 1/19	Senate nat res-energy-water do pass; report awaited.
FIRE SUPPRESSION; ASSISTANCE; PRIVATE LAND	DOWNERS 1/12	referred to Senate nat res-energy-water.

# S1415: WILDFIRE RESPONSE; PRIVATE LANDOWNERS; ELIGIBILITY

Modifies the requirements for private landowners to qualify for financial assistance from the FY2020-21 appropriation to the Arizona Department of Forestry and Fire Management for wildfire emergency response, to require the fire suppression activities to have occurred on or after January 1, 2019. AS PASSED SENATE

First sponsor: Sen. Rogers (R - Dist 6)

S1415 Daily History	Date Action
WILDFIRE RESPONSE; PRIVATE LANDOWNERS; ELIGIBILIT	Y 3/16 passed Senate 21-8; ready for House.
WILDFIRE RESPONSE; PRIVATE LANDOWNERS; ELIGIBILIT	Y $3/16$ Senate COW approved with amend $\underline{#4140}$ and flr amend $\underline{#4776}$ .
WILDFIRE RESPONSE; PRIVATE LANDOWNERS; ELIGIBILIT	Y 3/15 from Senate rules okay.
WILDFIRE RESPONSE; PRIVATE LANDOWNERS; ELIGIBILIT	Y 2/10 from Senate nat res-energy-water with amend #4140.
WILDFIRE RESPONSE; PRIVATE LANDOWNERS; ELIGIBILIT	Y 2/9 Senate nat res-energy-water amended; report awaited.
WILDFIRE RESPONSE; PRIVATE LANDOWNERS; ELIGIBILIT	Y 1/26 referred to Senate nat res-energy-water.

# **Governance & Regulatory**

# **Posted Calendars and Committee Hearings**

H2336: LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION

Calendar: 6/20 Senate Final Reading

#### **Bill Summaries**

## **H2336: LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION**

For the purpose of traumatic event counseling for public safety employees, the definition of "licensed mental health professionals" that may provide the counseling is expanded to include psychiatrists, mental health nurse practitioners, psychiatric clinical nurse specialists, and physician assistants. Statute authorizing traumatic event counseling for public safety employees is repealed January 1, 2027. AS PASSED SENATE

First sponsor: Rep. Payne (R - Dist 21)

H2336 Daily History	Date	Action
LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION	5/2	House adopted conference report $\#4925$ and passed on final reading $56-0$ ; awaits Senate final vote.
LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION	4/25	Senate adopted conference report #4925; awaits House adoption and final reading in both chambers.
LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION	4/7	Andrade replaced Abraham and Barto replaced Mesnard on the FREE conference committee. Conferees are: Payne, Andrade, Cook, Pace, Barto, and Bowie.
LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION	4/6	Senate named Pace, Mesnard, and Bowie to the FREE conference committee. Conferees are: Payne, Abraham, Cook, Pace, Mesnard, and Bowie.
LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION	4/4	House refused to concur in Senate amendments and named Payne, Abraham, and Cook to a FREE conference committee. Senate conferees awaited.
LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION	3/24	passed Senate <u>27-0</u> ; returned to House for concurrence in Senate amendments.
LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION	3/21	Senate COW approved with amend <u>#4634</u> .
LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION	3/8	from Senate rules okay.
LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION	3/3	from Senate com with amend #4634.
LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION	3/2	Senate com amended; report awaited.
LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION	2/21	referred to Senate com.
LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION	2/17	passed House <u>58-0</u> ; ready for Senate.
LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION	2/17	House COW approved with amend $\pm 4106$ .
LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION	2/15	from House rules okay.
LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION	2/8	from House mil-pub safety with amend $\underline{#4106}$ .
LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION	2/7	House mil-pub safety do pass; report awaited.
LICENSED MENTAL HEALTH PROFESSIONAL; DEFINITION	1/20	referred to House mil-pub safety.

# **H2455: INCORPORATION; URBAN AREAS**

Various changes to statutes relating to incorporation. At least six months before publishing a copy of a petition for incorporation of a community, the petitioners are required to provide to the county board of supervisors written notice of their intention to publish a copy of the petition for incorporation, and to publish the written notice for two consecutive weeks in a newspaper of general circulation in the area to be affected. If a planned community association notifies the county board of supervisors of its request to be excluded from a petition to incorporate, the board is required to exclude the area covered by the planned community association from the petition. Uninhabited, rural or farm lands may be included in an area to be incorporated if the lands have been platted and approved by the county board of supervisors for housing or commercial development

before filing an incorporation petition, or if the current owner of the lands agrees to include the property and provides a written, notarized statement supporting the inclusion. AS SIGNED BY GOVERNOR

First sponsor: Rep. Carter (R - Dist 8)
Others: Rep. Biasiucci (R - Dist 5), Rep. Dunn (R - Dist 13), Rep. Fillmore (R - Dist 16), Rep. Finchem (R - Dist 11), Rep. Kavanagh (R - Dist 23), Rep. Martinez (R - Dist 11), Rep. Nguyen (R - Dist 1)

H2455 Daily History	Date	Action
INCORPORATION; URBAN AREAS	4/6	signed by governor. Chap. 108, Laws 2022. message
INCORPORATION; URBAN AREAS	3/31	passed Senate 22-4; ready for governor.
INCORPORATION; URBAN AREAS	3/22	Senate COW approved.
INCORPORATION; URBAN AREAS	3/15	from Senate rules okay.
INCORPORATION; URBAN AREAS	3/8	from Senate gov do pass.
INCORPORATION; URBAN AREAS	3/7	Senate gov do pass; report awaited.
INCORPORATION; URBAN AREAS	2/28	referred to Senate gov.
INCORPORATION; URBAN AREAS	2/23	passed House <u>57-2</u> ; ready for Senate.
INCORPORATION; URBAN AREAS	2/23	House COW approved with amend #4259.
INCORPORATION; URBAN AREAS	2/21	from House rules okay.
INCORPORATION; URBAN AREAS	2/17	from House gov-elect with amend #4259.
INCORPORATION; URBAN AREAS	2/16	House gov-elect amended; report awaited.
INCORPORATION; URBAN AREAS	1/24	referred to House gov-elect.

# **H2590: AUTHORIZED EMERGENCY VEHICLE; DEFINITION**

For the purpose of Title 28 (Transportation), the definition of "authorized emergency vehicle" is expanded to include any personally operated vehicle that is registered to and operated by a certified peace officer who is authorized to engage in off-duty law enforcement work and that meets the liability insurance requirements prescribed by the Department of Transportation.

First sponsor: Rep. Finchem (R - Dist 11) Others: Rep. Barton (R - Dist 6)

H2590 Daily History Date Action
AUTHORIZED EMERGENCY VEHICLE; DEFINITION 1/24 referred to House trans, mil-pub safety.

# **S1166: PUBLIC EMPLOYERS; UNION CONTRACTS**

Public employers are prohibited from spending public monies for "union activities" (defined). A "public employer" (defined) is prohibited from entering into an employment contract with a "public employee" (defined to exclude law enforcement officers and paid firefighters) to engage in "union activities" (defined) or provide paid leave or any form of compensation to engage in union activities. An employment contract that violates this prohibition is void and unenforceable. Any Arizona resident and the Attorney General have standing in any court of record to bring suit against any public employer of Arizona to remedy any violation. If a court finds that a public employer has violated this prohibition, the court is required to award reasonable attorney fees and costs to the party who brought the action. Does not apply to any existing employment contract that is in effect before the effective date of this legislation, but any existing employment contract that conflicts with this legislation cannot be renewed or extended. Severability clause. Contains a legislative intent section. AS SIGNED BY GOVERNOR

First sponsor: Sen. Leach (R - Dist 11) Others: Sen. Livingston (R - Dist 22)

S1166 Daily History Date	Action
PUBLIC EMPLOYERS; UNION CONTRACTS 4/6	signed by governor. Chap. 111, Laws 2022. <u>message</u>
PUBLIC EMPLOYERS; UNION CONTRACTS 3/31	Senate concurred in House amendments and passed on final reading <u>24-2</u> ; ready for governor.
PUBLIC EMPLOYERS; UNION CONTRACTS 3/24	House COW approved with amend <u>#4763</u> . Passed House <u>48-5</u> ; returned to Senate for concurrence in House amendments.
PUBLIC EMPLOYERS; UNION CONTRACTS 3/21	from House rules okay.

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PUBLIC EMPLOYERS; UNION CONTRACTS 3/16 from House com with amend #4763.

PUBLIC EMPLOYERS; UNION CONTRACTS 3/15 House com amended; report awaited.

PUBLIC EMPLOYERS; UNION CONTRACTS 3/8 referred to House com.

PUBLIC EMPLOYERS; UNION CONTRACTS 3/2 passed Senate 24-4; ready for House.

PUBLIC EMPLOYERS; UNION CONTRACTS 2/17 retained on Senate COW calendar.

PUBLIC EMPLOYERS; UNION CONTRACTS 2/15 from Senate rules okay.

PUBLIC EMPLOYERS; UNION CONTRACTS 2/10 from Senate com with amend #4156.

PUBLIC EMPLOYERS; UNION CONTRACTS 2/9 Senate com amended; report awaited.

PUBLIC EMPLOYERS; UNION CONTRACTS 1/13 referred to Senate com.
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## S1198: LOCAL GOVERNMENTS; LOBBYING; PROHIBITION

Counties, municipalities, school districts, and other political subdivisions and any person acting on behalf of a political subdivision are prohibited from entering into a contract with a person or entity for lobbying services and from spending monies for any person or entity to lobby on behalf of that political subdivision unless that person is directly employed by the political subdivision. If a county, municipality, school district or other political subdivision is a member of an organization of which the majority of the members are composed of political subdivisions or other public bodies, no portion of membership dues may be authorized for lobbying activities.

First sponsor: Sen. Petersen (R - Dist 12) Others: Rep. Cook (R - Dist 8), Sen. Leach (R - Dist 11)

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S1198 Daily History

Date Action

LOCAL GOVERNMENTS; LOBBYING; PROHIBITION 3/7 FAILED Senate 12-17.

LOCAL GOVERNMENTS; LOBBYING; PROHIBITION 3/2 Senate COW approved with amend #4185 and flr amend #4602.

LOCAL GOVERNMENTS; LOBBYING; PROHIBITION 2/22 from Senate rules okay.

LOCAL GOVERNMENTS; LOBBYING; PROHIBITION 2/15 from Senate gov with amend #4185.

LOCAL GOVERNMENTS; LOBBYING; PROHIBITION 2/14 Senate gov amended; report awaited.

LOCAL GOVERNMENTS; LOBBYING; PROHIBITION 1/18 referred to Senate gov.
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#### S1568: HEALTH PROFESSIONALS; COMPLAINTS; INVESTIGATIONS

Health profession regulatory boards must require complainants to identify themselves in the complaint and make themselves available for an evidentiary interview. Complainants may request that their identity remain confidential during the preliminary investigatory process. If the investigatory process results in a determination that a violation of law may have occurred, the respondent is entitled to the complete investigatory file, including the identity of the complainant, for purposes of providing a comprehensive response to the complaint. Additionally, health profession regulatory boards are required, instead of allowed, to establish a nondisciplinary confidential program for chemical dependency, substance misuse, or behavior health disorders, and must provide all licensees with the opportunity to participate in the program. AS PASSED SENATE

First sponsor: Sen. Barto (R - Dist 15)

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S1568 Daily History

Date Action

HEALTH PROFESSIONALS; COMPLAINTS; INVESTIGATIONS 3/22 from House hel-hu ser do pass.

HEALTH PROFESSIONALS; COMPLAINTS; INVESTIGATIONS 3/21 House hel-hu ser do pass; report awaited.

HEALTH PROFESSIONALS; COMPLAINTS; INVESTIGATIONS 3/16 referred to House hel-hu ser.

HEALTH PROFESSIONALS; COMPLAINTS; INVESTIGATIONS 3/14 passed Senate 16-13; ready for House.

HEALTH PROFESSIONALS; COMPLAINTS; INVESTIGATIONS 3/10 Senate COW approved with amend #4241 and flr amend #4731.

HEALTH PROFESSIONALS; COMPLAINTS; INVESTIGATIONS 2/23 retained on Senate COW calendar.

HEALTH PROFESSIONALS; COMPLAINTS; INVESTIGATIONS 2/25 from Senate rules okay.

HEALTH PROFESSIONALS; COMPLAINTS; INVESTIGATIONS 2/17 from Senate hel-hu ser with amend #4241.

HEALTH PROFESSIONALS; COMPLAINTS; INVESTIGATIONS 2/16 Senate hel-hu ser amended; report awaited.

HEALTH PROFESSIONALS; COMPLAINTS; INVESTIGATIONS 2/17 referred to Senate hel-hu ser.
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# **Open Meeting Law / Public Records**

# **Posted Calendars and Committee Hearings**

No hearings, calendars, or amendments posted.

#### **Bill Summaries**

## **H2070: OPEN MEETINGS; CAPACITY; POSTING; VIOLATION**

All public bodies are required to provide for an amount of seating sufficient to accommodate the reasonably anticipated attendance of all persons desiring to attend the deliberations and proceedings, when feasible. The agenda for a public meeting is required to include notice of the time that the public will have physical access to the meeting place. A head of a public body that violates this requirement is liable for a civil penalty as provided in statute for open meeting law violations. AS PASSED HOUSE

First sponsor: Rep. Kavanagh (R - Dist 23)

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H2070 Daily History

Date Action

OPEN MEETINGS; CAPACITY; POSTING; VIOLATION 3/23 Senate COW approved. FAILED Senate 15-13.

OPEN MEETINGS; CAPACITY; POSTING; VIOLATION 3/15 from Senate rules okay.

OPEN MEETINGS; CAPACITY; POSTING; VIOLATION 3/8 from Senate gov do pass.

OPEN MEETINGS; CAPACITY; POSTING; VIOLATION 3/7 Senate gov do pass; report awaited.

OPEN MEETINGS; CAPACITY; POSTING; VIOLATION 2/28 referred to Senate gov.

OPEN MEETINGS; CAPACITY; POSTING; VIOLATION 2/23 passed House 31-28; ready for Senate.

OPEN MEETINGS; CAPACITY; POSTING; VIOLATION 2/14 House COW approved with amend #4017 and flr amend #4173.

OPEN MEETINGS; CAPACITY; POSTING; VIOLATION 2/3 retained on House COW calendar.

OPEN MEETINGS; CAPACITY; POSTING; VIOLATION 1/26 from House gov-elect with amend #4017.

OPEN MEETINGS; CAPACITY; POSTING; VIOLATION 1/26 House gov-elect amended; report awaited.

OPEN MEETINGS; CAPACITY; POSTING; VIOLATION 1/18 referred to House gov-elect.
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#### **H2412: OPEN MEETINGS; DIGITAL RECORDINGS**

All public bodies subject to open meeting law are required to provide for written minutes and an audio or audiovisual recording of all of their meetings, instead of either written minutes or a digital recording. AS PASSED HOUSE

First sponsor: Rep. Parker (R - Dist 16)

Others: Rep. Carroll (R - Dist 22), Rep. Martinez (R - Dist 11)

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Date Action

OPEN MEETINGS; DIGITAL RECORDINGS 3/22 from Senate rules okay.

OPEN MEETINGS; DIGITAL RECORDINGS 3/8 from Senate gov with amend #4683.

OPEN MEETINGS; DIGITAL RECORDINGS 3/7 Senate gov amended; report awaited.

OPEN MEETINGS; DIGITAL RECORDINGS 2/28 referred to Senate gov.

OPEN MEETINGS; DIGITAL RECORDINGS 2/23 passed House 34-25; ready for Senate.

OPEN MEETINGS; DIGITAL RECORDINGS 2/23 House COW approved with flr amend #4414.

OPEN MEETINGS; DIGITAL RECORDINGS 2/22 retained on House COW calendar.

OPEN MEETINGS; DIGITAL RECORDINGS 2/17 retained on House COW calendar.

OPEN MEETINGS; DIGITAL RECORDINGS 2/8 from House rules okay.

OPEN MEETINGS; DIGITAL RECORDINGS 2/3 from House gov-elect with amend #4073.

OPEN MEETINGS; DIGITAL RECORDINGS 2/2 House gov-elect do pass; report awaited.

OPEN MEETINGS; DIGITAL RECORDINGS 1/24 referred to House gov-elect.
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#### **H2587: PUBLIC RECORDS; POINT OF CONTACT**

Any entity that is subject to a public records request is required to provide the name and contact information of an employee or department that is authorized and able to provide the information requested or able to forward the request to an employee or department that is authorized and able to provide the information. Unless the entity maintains a centralized online portal for submission of public records requests that provides receipt on submission of a request, an employee or department that is authorized and able to provide public records information is required to reply within five business days acknowledging receipt of the request. AS SIGNED BY GOVERNOR

First sponsor: Rep. Grantham (R - Dist 12)

H2587 Daily History	Date	Action
PUBLIC RECORDS; POINT OF CONTACT	4/14	signed by governor. Chap. 142, Laws 2022. message
PUBLIC RECORDS; POINT OF CONTACT	4/7	passed Senate <u>24-2</u> ; ready for governor.
PUBLIC RECORDS; POINT OF CONTACT	3/29	from Senate rules okay.
PUBLIC RECORDS; POINT OF CONTACT	3/22	from Senate gov do pass.
PUBLIC RECORDS; POINT OF CONTACT	3/21	Senate gov do pass; report awaited.
PUBLIC RECORDS; POINT OF CONTACT	2/28	referred to Senate gov.
PUBLIC RECORDS; POINT OF CONTACT	2/23	passed House <u>49-10</u> ; ready for Senate.
PUBLIC RECORDS; POINT OF CONTACT	2/23	House COW approved with flr amend $\underline{#4417}$ .
PUBLIC RECORDS; POINT OF CONTACT	2/15	from House rules okay.
PUBLIC RECORDS; POINT OF CONTACT	2/3	from House gov-elect do pass.
PUBLIC RECORDS; POINT OF CONTACT	2/2	House gov-elect do pass; report awaited.
PUBLIC RECORDS; POINT OF CONTACT	1/26	referred to House gov-elect.

#### **S1258: GOVERNMENT MEMBERSHIP ORGANIZATIONS; TRANSPARENCY**

A paid membership organization composed of the state, counties, municipalities, school districts, or other political subdivisions is added to the definition of "public body" for the purpose of public records laws.

First sponsor: Sen. Mesnard (R - Dist 17)

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S1258 Daily History

GOVERNMENT MEMBERSHIP ORGANIZATIONS; TRANSPARENCY 3/7
GOVERNMENT MEMBERSHIP ORGANIZATIONS; TRANSPARENCY 3/2
GOVERNMENT MEMBERSHIP ORGANIZATIONS; TRANSPARENCY 2/15
GOVERNMENT MEMBERSHIP ORGANIZATIONS; TRANSPARENCY 2/1
GOVERNMENT MEMBERSHIP ORGANIZATIONS; TRANSPARENCY 2/1
GOVERNMENT MEMBERSHIP ORGANIZATIONS; TRANSPARENCY 1/31
GOVERNMENT MEMBERSHIP ORGANIZATIONS; TRANSPARENCY 1/31
GOVERNMENT MEMBERSHIP ORGANIZATIONS; TRANSPARENCY 1/20
referred to Senate gov.
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# **Pension Systems**

# **Posted Calendars and Committee Hearings**

No hearings, calendars, or amendments posted.

#### **Bill Summaries**

# **H2035: APPROPRIATIONS; PSPRS; CORP; UNFUNDED LIABILITY**

Makes a supplemental appropriation from the general fund in FY2021-22 of a total of \$680.33 million to the Public Safety Personnel Retirement System (PSPRS) to be deposited in specified PSPRS and Corrections Officer Retirement Plan (CORP) group employer accounts for specified state employees to reduce the unfunded accrued liability. Makes a supplemental appropriation from the general fund in FY2021-22 of \$421.86 million to the Public Safety Personnel Retirement System (PSPRS) to be deposited in the employer account of the Department of Public Safety PSPRS group to reduce the unfunded accrued liability. Makes a supplemental appropriation from the general fund in FY2021-22 of \$474.58 million to the Public Safety Personnel Retirement System (PSPRS) to be deposited in the employer account of the Arizona Department of Corrections Corrections Officer Retirement Plan group to reduce the unfunded accrued liability. The PSPRS Board is required to account for these appropriations in the June 30, 2022 actuarial valuation of the PSPRS groups and CORP groups listed, and account for these appropriations when calculating the employee contribution rates and employer contribution rates during FY2023-24.

First sponsor: Rep. Cook (R - Dist 8)

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H2035 Daily History

APPROPRIATIONS; PSPRS; CORP; UNFUNDED LIABILITY 3/9 from Senate appro do pass.

APPROPRIATIONS; PSPRS; CORP; UNFUNDED LIABILITY 3/8 Senate appro do pass; report awaited.

APPROPRIATIONS; PSPRS; CORP; UNFUNDED LIABILITY 3/1 referred to Senate appro.

APPROPRIATIONS; PSPRS; CORP; UNFUNDED LIABILITY 2/24 House COW approved with fir amend #4472.

APPROPRIATIONS; PSPRS; CORP; UNFUNDED LIABILITY 2/22 from House rules okay.

APPROPRIATIONS; PSPRS; CORP; UNFUNDED LIABILITY 1/20 from House appro do pass.

APPROPRIATIONS; PSPRS; CORP; UNFUNDED LIABILITY 1/19 House appro do pass; report awaited.

APPROPRIATIONS; PSPRS; CORP; UNFUNDED LIABILITY 1/13 referred to House appro.
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## **H2063: PSPRS; CORP; REEMPLOYMENT; TIME PERIOD**

If a retired member of the Public Safety Personnel Retirement System or the Corrections Officer Retirement Plan becomes reemployed in any capacity by the employer from which the member retired before 6 months after the date of retirement, reduced from 12 months, the system cannot make pension payments to the retired member during the period of reemployment. AS SIGNED BY GOVERNOR

First sponsor: Rep. Blackman (R - Dist 6)

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PSPRS; CORP; REEMPLOYMENT; TIME PERIOD 3/16 passed Senate 30-0; ready for governor. PSPRS; CORP; REEMPLOYMENT; TIME PERIOD 3/16 passed Senate 30-0; ready for governor. PSPRS; CORP; REEMPLOYMENT; TIME PERIOD 3/2 from Senate rules okay. PSPRS; CORP; REEMPLOYMENT; TIME PERIOD 3/2 from Senate fin do pass. PSPRS; CORP; REEMPLOYMENT; TIME PERIOD 3/2 Senate fin do pass; report awaited. PSPRS; CORP; REEMPLOYMENT; TIME PERIOD 2/17 referred to Senate fin. PSPRS; CORP; REEMPLOYMENT; TIME PERIOD 2/3 passed House 56-2; ready for Senate. PSPRS; CORP; REEMPLOYMENT; TIME PERIOD 1/26 from House gov-elect do pass.
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PSPRS; CORP; REEMPLOYMENT; TIME PERIOD 1/26 House gov-elect do pass; report awaited.

PSPRS; CORP; REEMPLOYMENT; TIME PERIOD 1/18 referred to House gov-elect.

#### **H2337: DEFERRED RETIREMENT OPTIONAL PLAN; REINSTATEMENT**

Members of the Public Safety Personnel Retirement System are no longer required to become members of PSPRS before January 1, 2012 in order to participate in the deferred retirement option plan (DROP). For a member who became a PSPRS member before January 1, 2012, the maximum period of participation in DROP is increased to 84 consecutive months, from 60 consecutive months. For a member who became a PSPRS member on or after January 1, 2012, the maximum period of participation in DROP is 60 consecutive months. For the additional 24 months for those who became members before January 1, 2012, and for all 60 months for members who became a member on or after January 1, 2012, the member's DROP participation account must be credited at a rate equal to the actual rate of return, smoothed over a period of seven years, to be not less than zero percent or not more than nine percent. AS PASSED HOUSE

First sponsor: Rep. Payne (R - Dist 21)

Date Action

DEFERRED RETIREMENT OPTIONAL PLAN; REINSTATEMENT 3/23 FAILED Senate fin 4-4.

DEFERRED RETIREMENT OPTIONAL PLAN; REINSTATEMENT 2/21 referred to Senate fin.

DEFERRED RETIREMENT OPTIONAL PLAN; REINSTATEMENT 2/17 passed House 31-28; ready for Senate.

DEFERRED RETIREMENT OPTIONAL PLAN; REINSTATEMENT 2/17 House COW approved with amend #4147.

DEFERRED RETIREMENT OPTIONAL PLAN; REINSTATEMENT 2/15 from House rules okay.

DEFERRED RETIREMENT OPTIONAL PLAN; REINSTATEMENT 2/10 from House gov-elect with amend #4147.

DEFERRED RETIREMENT OPTIONAL PLAN; REINSTATEMENT 2/9 House gov-elect amended; report awaited.

DEFERRED RETIREMENT OPTIONAL PLAN; REINSTATEMENT 1/20 referred to House gov-elect.

# S1082: ASRS; EMPLOYER CONTRIBUTIONS; PREPAYMENT

An Arizona State Retirement System (ASRS) employer may prepay the employer's "401(a) pension contributions" (defined) directly to ASRS according to a written agreement between the employer and ASRS. Establishes a process for ASRS to manage prepaid pension contributions. Any ASRS employer who has entered into a pension prepayment agreement is authorized to borrow to fund any amounts to be paid to ASRS by any means legally available to the employer. School district governing boards are authorized to enter into lease-purchase agreements of school buildings and/or grounds for periods of up to the maximum amortization period as determined by the ASRS and apply amounts received under the agreement to pay the ASRS. Authorization from school district voters is not required for these lease-purchase agreements. Emergency clause. AS PASSED SENATE

First sponsor: Sen. Livingston (R - Dist 22)

S1082 Daily History	Date	Action
ASRS; EMPLOYER CONTRIBUTIONS; PREPAYMENT	6/8	House COW approved with flr amend $\underline{#5036}$ . FAILED House $\underline{14-31}$ .
ASRS; EMPLOYER CONTRIBUTIONS; PREPAYMENT	3/24	from House gov-elect with amend $\underline{#4861}$ .
ASRS; EMPLOYER CONTRIBUTIONS; PREPAYMENT	3/23	House gov-elect amended; report awaited.
ASRS; EMPLOYER CONTRIBUTIONS; PREPAYMENT	3/16	House gov-elect held.
ASRS; EMPLOYER CONTRIBUTIONS; PREPAYMENT	2/23	referred to House gov-elect.
ASRS; EMPLOYER CONTRIBUTIONS; PREPAYMENT	2/8	passed Senate <u>27-0</u> ; ready for House.
ASRS; EMPLOYER CONTRIBUTIONS; PREPAYMENT	2/3	Senate COW approved with flr amend $\underline{#4091}$ .
ASRS; EMPLOYER CONTRIBUTIONS; PREPAYMENT	1/25	from Senate rules okay.
ASRS; EMPLOYER CONTRIBUTIONS; PREPAYMENT	1/12	from Senate fin do pass.
ASRS; EMPLOYER CONTRIBUTIONS; PREPAYMENT	1/12	Senate fin do pass; report awaited.
ASRS; EMPLOYER CONTRIBUTIONS; PREPAYMENT	1/10	referred to Senate fin.

Various changes to statutes relating to the Arizona State Retirement System (ASRS). Provisions include: Expands the definition of "eligible retirement plan" to include, for distributions made after December 18, 2015, a simple retirement account that satisfies the requirements of section 408(p) of the federal Internal Revenue Code. In determining the past service funding period, the ASRS Board is required to seek to improve the funded status whenever the trust fund is less than 100 percent funded. Eligibility to elect to participate in a supplemental employee deferral plan is limited to employees who are not eligible to participate in a public retirement system established in statute. AS SIGNED BY GOVERNOR

First sponsor: Sen. Livingston (R - Dist 22)

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S1083 Daily History Date Action

ASRS; MODIFICATIONS 4/14 signed by governor. Chap. 145, Laws 2022. message

ASRS; MODIFICATIONS 4/7 passed House 51-1; ready for governor.

ASRS; MODIFICATIONS 3/29 from House rules okay.

ASRS; MODIFICATIONS 3/2 from House gov-elect do pass.

ASRS; MODIFICATIONS 3/2 House gov-elect do pass; report awaited.

ASRS; MODIFICATIONS 2/23 referred to House gov-elect.

ASRS; MODIFICATIONS 1/27 passed Senate 27-0; ready for House.

ASRS; MODIFICATIONS 1/25 from Senate rules okay.

ASRS; MODIFICATIONS 1/12 from Senate fin do pass.

ASRS; MODIFICATIONS 1/12 Senate fin do pass; report awaited.

ASRS; MODIFICATIONS 1/10 referred to Senate fin.
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## S1084: PUBLIC RETIREMENT SYSTEMS; ADMINISTRATION

Numerous changes to statutes relating to public retirement systems. Employers required to participate in the Public Safety Cancer Insurance Policy Program are required to pay the premiums for the cost of the program and include the premium amount as wages of the firefighters and peace officers participating in the program subject to federal and state income and employment taxes. For the purpose of the Elected Officials' Retirement Plan (EORP), the Corrections Officer Retirement Plan (CORP), and the Public Safety Personnel Rétirement System (PSPRS), the definition of "eligible retirement plan" is expanded to include, for distributions made after December 18, 2015, a simple retirement account that satisfies the requirements of section 408(p) of the federal Internal Revenue Code. For PSPRS, the definition of "member" is expanded to include game rangers who are certified peace officers and who are employed by an Indian Reservation, For EORP and CORP, the definition is also expanded to include, effective January 1, 2008, a ROTH individual retirement account that satisfies the requirements of section 408A of the federal Internal Revenue Code. Also repeals and reestablishes changes to reporting deadlines that were originally signed into law as Laws 2021, chapter 405 (part of the FY2021-22 budget), but that were deemed unconstitutional by the Arizona Supreme Court in Arizona School Boards Association et al v. State of Arizona. AS SIGNED BY GOVERNOR

First sponsor: Sen. Livingston (R - Dist 22)

S1084 Daily History	Date	Action
PUBLIC RETIREMENT SYSTEMS; ADMINISTRATION	3/25	signed by governor. Chap. 73, Laws 2022. message
PUBLIC RETIREMENT SYSTEMS; ADMINISTRATION	3/22	Senate concurred in House amendments and passed on final reading $\underline{29\text{-}0}$ ; ready for governor.
PUBLIC RETIREMENT SYSTEMS; ADMINISTRATION	3/17	House COW approved with flr amend $\underline{\#4788}$ . Passed House $\underline{58\text{-}0}$ ; returned to Senate for concurrence in House amendments.
PUBLIC RETIREMENT SYSTEMS; ADMINISTRATION	3/14	from House rules okay.
PUBLIC RETIREMENT SYSTEMS; ADMINISTRATION	3/2	from House gov-elect with amend <u>#4597</u> .
PUBLIC RETIREMENT SYSTEMS; ADMINISTRATION	3/2	House gov-elect amended; report awaited.
PUBLIC RETIREMENT SYSTEMS; ADMINISTRATION	2/23	referred to House gov-elect.
PUBLIC RETIREMENT SYSTEMS; ADMINISTRATION	2/9	passed Senate 29-0: ready for House.
PUBLIC RETIREMENT SYSTEMS; ADMINISTRATION	2/8	Senate COW approved.
PUBLIC RETIREMENT SYSTEMS; ADMINISTRATION	1/25	from Senate rules okay.

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PUBLIC RETIREMENT SYSTEMS; ADMINISTRATION 1/19 from Senate fin do pass.

PUBLIC RETIREMENT SYSTEMS; ADMINISTRATION 1/19 Senate fin do pass; report awaited.

PUBLIC RETIREMENT SYSTEMS; ADMINISTRATION 1/10 referred to Senate fin.
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#### S1085: PSPRS; FUNDED RATIO; ASSET TRANSFERS

Eliminates the requirement that the employer contribution rate for the Public Safety Personnel Retirement System be at least eight percent of compensation. Modifies the amount the PSPRS Board is required to account for in a stabilization reserve account. If an employer's funded ratio falls below 100 percent funded, the amount of the member's contributions above 7.65 percent are required to accumulate and not be used to reduce the employer's contribution rate until the employer's funded ratio returns to 100 percent funded. Establishes a list of requirements that must be met before the PSPRS Board may suspend the normal cost contributions. AS SIGNED BY GOVERNOR

First sponsor: Sen. Livingston (R - Dist 22)

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S1085 Daily History

PSPRS; FUNDED RATIO; ASSET TRANSFERS 5/6 signed by governor. Chap. 221, Laws 2022. message
PSPRS; FUNDED RATIO; ASSET TRANSFERS 5/2 passed House 56-0; ready for governor.

PSPRS; FUNDED RATIO; ASSET TRANSFERS 4/12 from House rules okay.

PSPRS; FUNDED RATIO; ASSET TRANSFERS 3/2 from House gov-elect do pass.

PSPRS; FUNDED RATIO; ASSET TRANSFERS 3/2 house gov-elect do pass; report awaited.

PSPRS; FUNDED RATIO; ASSET TRANSFERS 2/23 referred to House gov-elect.

PSPRS; FUNDED RATIO; ASSET TRANSFERS 1/27 passed Senate 27-0; ready for House.

PSPRS; FUNDED RATIO; ASSET TRANSFERS 1/25 from Senate rules okay.

PSPRS; FUNDED RATIO; ASSET TRANSFERS 1/19 from Senate fin do pass.

PSPRS; FUNDED RATIO; ASSET TRANSFERS 1/19 Senate fin do pass; report awaited.

PSPRS; FUNDED RATIO; ASSET TRANSFERS 1/10 referred to Senate fin.
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## S1086: APPROPRIATION; UNFUNDED LIABILITY; PSPRS; CORP

Makes a supplemental appropriation from the general fund in FY2021-22 of a total of \$87.7 million to the Public Safety Personnel Retirement System (PSPRS) to be deposited in specified PSPRS and Corrections Officer Retirement Plan (CORP) group employer accounts for specified state employees. The PSPRS Board is required to account for these appropriations in the June 30, 2022 actuarial valuation of the PSPRS groups and CORP groups listed, and account for these appropriations when calculating the employee contribution rates and employer contribution rates during FY2023-24. AS PASSED SENATE

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First sponsor: Sen. Livingston (R - Dist 22)
Others: Rep. Cook (R - Dist 8), Sen. Gowan (R - Dist 14), Sen. Leach (R - Dist 11)
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S1086 Daily History

APPROPRIATION; UNFUNDED LIABILITY; PSPRS; CORP 3/29 from House appro do pass.

APPROPRIATION; UNFUNDED LIABILITY; PSPRS; CORP 3/28 House appro do pass; report awaited.

APPROPRIATION; UNFUNDED LIABILITY; PSPRS; CORP 3/9 from House gov-elect do pass.

APPROPRIATION; UNFUNDED LIABILITY; PSPRS; CORP 3/9 House gov-elect do pass; report awaited.

APPROPRIATION; UNFUNDED LIABILITY; PSPRS; CORP 2/23 referred to House gov-elect, appro.

APPROPRIATION; UNFUNDED LIABILITY; PSPRS; CORP 2/7 passed Senate 25-2; ready for House.

APPROPRIATION; UNFUNDED LIABILITY; PSPRS; CORP 2/3 Senate COW approved with amend #4027.

APPROPRIATION; UNFUNDED LIABILITY; PSPRS; CORP 1/27 from Senate appro with amend #4027.

APPROPRIATION; UNFUNDED LIABILITY; PSPRS; CORP 1/25 Senate appro amended; report awaited.

APPROPRIATION; UNFUNDED LIABILITY; PSPRS; CORP 1/25 Senate appro amended; report awaited.

APPROPRIATION; UNFUNDED LIABILITY; PSPRS; CORP 1/26 Senate appro amended; report awaited.
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## S1087: APPROPRIATIONS; UNFUNDED LIABILITY; CORRECTIONS; SAFETY

Makes a supplemental appropriation from the general fund in FY2021-22 of \$420.56 million to the Public Safety Personnel Retirement System (PSPRS) to be deposited in the employer account of the Department of Public Safety (DPS) Corrections Officer Retirement Plan (CORP) group to reduce the unfunded accrued liability. Makes a supplemental appropriation from the general fund in FY2021-22 of \$474.66 million to the PSPRS to be deposited in the employer account of the Arizona Department of Corrections (ADC) Corrections Officer Retirement Plan group to reduce the unfunded accrued liability. Makes a supplemental appropriation of \$15 million from the Game and Fish Fund and \$82.24 million from the general fund in FY2021-22 to the PSPRS to be deposited in the employer account of the Arizona Game and Fish Department (AGFD) PSPRS group. Makes a supplemental appropriation from the general fund in FY2021-22 of \$73.94 million to the PSPRS to be deposited in the CORP employer account of the Department of Juvenile Corrections. The PSPRS Board is required to account for these appropriations in the June 30, 2022 actuarial valuation of the DPS PSPRS group and ADC CORP group, and account for these appropriations when calculating the employee contribution rates and employer contribution rates during FY2023-24. AS PASSED SENATE

First sponsor: Sen. Livingston (R - Dist 22) Others: Rep. Cook (R - Dist 8), Sen. Gowan (R - Dist 14), Sen. Leach (R - Dist 11)

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S1087 Daily History

APPROPRIATIONS; UNFUNDED LIABILITY; CORRECTIONS; SAFETY 3/29 from House appro do pass.

APPROPRIATIONS; UNFUNDED LIABILITY; CORRECTIONS; SAFETY 3/28 House appro do pass; report awaited.

APPROPRIATIONS; UNFUNDED LIABILITY; CORRECTIONS; SAFETY 3/9 from House gov-elect do pass.

APPROPRIATIONS; UNFUNDED LIABILITY; CORRECTIONS; SAFETY 3/9 House gov-elect do pass; report awaited.

APPROPRIATIONS; UNFUNDED LIABILITY; CORRECTIONS; SAFETY 2/23 referred to House gov-elect, appro.

APPROPRIATIONS; UNFUNDED LIABILITY; CORRECTIONS; SAFETY 2/8 passed Senate 25-2; ready for House.

APPROPRIATIONS; UNFUNDED LIABILITY; CORRECTIONS; SAFETY 2/3 Senate COW approved with amend #4023.

APPROPRIATIONS; UNFUNDED LIABILITY; CORRECTIONS; SAFETY 1/27 from Senate appro with amend #4023.

APPROPRIATIONS; UNFUNDED LIABILITY; CORRECTIONS; SAFETY 1/25 Senate appro amended; report awaited.

APPROPRIATIONS; UNFUNDED LIABILITY; CORRECTIONS; SAFETY 1/25 referred to Senate appro.
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#### S1268: PSPRS; DEFERRED RETIREMENT OPTION PLAN

For members of the Public Safety Personnel Retirement System (PSPRS) in the deferred retirement option plan (DROP), the maximum period of participation in DROP is increased to 84 consecutive months, from 60 consecutive months. For the 24 months after the first 60 months, a member's DROP account is credited monthly with an amount that represents the interest on the amount of the normal retirement benefit calculation at a rate equal to the actual rate of return, smoothed over a period of seven years, to be not less than zero percent and not more than nine percent. By December 31, 2022, the PSPRS Board of Trustees is required to report to the Governor and the Legislature regarding measures that can improve retention for members of PSPRS who were hired on or after January 1, 2012 and before July 1, 2017, and measures that can improve retention and recruitment for members who were hired on or after July 1, 2017. AS PASSED SENATE

First sponsor: Sen. Livingston (R - Dist 22)

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S1268 Daily History

PSPRS; DEFERRED RETIREMENT OPTION PLAN 3/24 from House gov-elect with amend #4864.

PSPRS; DEFERRED RETIREMENT OPTION PLAN 3/23 House gov-elect amended; report awaited.

PSPRS; DEFERRED RETIREMENT OPTION PLAN 3/14 referred to House gov-elect.

PSPRS; DEFERRED RETIREMENT OPTION PLAN 3/2 passed Senate 21-6; ready for House.

PSPRS; DEFERRED RETIREMENT OPTION PLAN 2/24 Senate COW approved with amend #4135.

PSPRS; DEFERRED RETIREMENT OPTION PLAN 2/10 from Senate rules okay.

PSPRS; DEFERRED RETIREMENT OPTION PLAN 2/10 from Senate fin with amend #4135.

PSPRS; DEFERRED RETIREMENT OPTION PLAN 1/24 referred to Senate fin.
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# **Taxation & Revenue**

# **Posted Calendars and Committee Hearings**

No hearings, calendars, or amendments posted.

#### **Bill Summaries**

## **H2822: PERSONAL PROPERTY; ADDITIONAL DEPRECIATION**

For personal property that is initially classified during or after tax year 2022 as class one, class two (P), or class 6, the county assessor is required to use a valuation factor of 2.5 percent. Previously, the valuation ranged from 25 percent of the scheduled depreciated value in the first tax year of assessment to 89 percent of the scheduled depreciated value in the fifth tax year of assessment. AS SIGNED BY GOVERNOR

First sponsor: Rep. Weninger (R - Dist 17)

H2822 Daily History	Date	Action
PERSONAL PROPERTY; ADDIT	IONAL DEPRECIATION 3/30	signed by governor. Chap. 103, Laws 2022. message
PERSONAL PROPERTY; ADDIT	IONAL DEPRECIATION 3/29	House concurred in Senate amendments and passed on final reading <u>35-24</u> ; ready for governor.
PERSONAL PROPERTY; ADDIT	IONAL DEPRECIATION 3/23	Senate COW approved with flr amend $\underline{\#4848}$ . Passed Senate $\underline{18\text{-}10}$ ; returned to House for concurrence in Senate amendments.
PERSONAL PROPERTY; ADDIT	IONAL DEPRECIATION 3/22	from Senate rules okay.
PERSONAL PROPERTY; ADDIT	IONAL DEPRECIATION 3/10	from Senate com do pass.
PERSONAL PROPERTY; ADDIT	IONAL DEPRECIATION 3/9	Senate com do pass; report awaited.
PERSONAL PROPERTY; ADDIT	IONAL DEPRECIATION 2/28	referred to Senate com.
PERSONAL PROPERTY; ADDIT	IONAL DEPRECIATION 2/23	passed House <u>35-24</u> ; ready for Senate.
PERSONAL PROPERTY; ADDIT	IONAL DEPRECIATION 2/23	House COW approved.
PERSONAL PROPERTY; ADDIT	IONAL DEPRECIATION 2/21	from House rules okay.
PERSONAL PROPERTY; ADDIT	IONAL DEPRECIATION 2/16	from House com do pass.
PERSONAL PROPERTY; ADDIT	IONAL DEPRECIATION 2/15	House com do pass; report awaited.
PERSONAL PROPERTY; ADDIT	IONAL DEPRECIATION 2/8	referred to House com.

## S1093: PROPERTY TAX; CLASS ONE; EQUALIZATION ASSISTANCE

Reduces the assessed valuation of class one property for property tax purposes to 15.5 percent in 2026 and 15 percent in 2027 and after, from 16 percent. Establishes reduced state equalization assistance property tax rates for tax years 2022 through 2027. Establishes a maximum fire district property tax rate of \$3.75 per \$100 of assessed valuation for tax year 2024. AS SIGNED BY GOVERNOR

First sponsor: Sen. Mesnard (R - Dist 17) Others: Sen. Leach (R - Dist 11), Sen. Livingston (R - Dist 22)

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S1093 Daily History

PROPERTY TAX; CLASS ONE; EQUALIZATION ASSISTANCE 4/22 signed by governor. Chap. 171, Laws 2022. message
PROPERTY TAX; CLASS ONE; EQUALIZATION ASSISTANCE 4/18 Senate concurred in House amendments and passed on final reading 17-11; ready for governor.

PROPERTY TAX; CLASS ONE; EQUALIZATION ASSISTANCE 3/23 passed House 31-28; returned to Senate for concurrence in House amendments.

PROPERTY TAX; CLASS ONE; EQUALIZATION ASSISTANCE 3/24 House COW approved with flr amend #4819.

PROPERTY TAX; CLASS ONE; EQUALIZATION ASSISTANCE 3/24 from House rules okay.

PROPERTY TAX; CLASS ONE; EQUALIZATION ASSISTANCE 3/24 House ways-means do pass.

PROPERTY TAX; CLASS ONE; EQUALIZATION ASSISTANCE 3/25 House ways-means do pass; report awaited.

PROPERTY TAX; CLASS ONE; EQUALIZATION ASSISTANCE 2/23 referred to House ways-means.
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PROPERTY TAX; CLASS ONE; EQUALIZATION ASSISTANCE 2/2 Senate COW approved with amend #4015. Passed Senate 18-11; ready for House.

PROPERTY TAX; CLASS ONE; EQUALIZATION ASSISTANCE 2/1 from Senate rules okay.

PROPERTY TAX; CLASS ONE; EQUALIZATION ASSISTANCE 1/27 from Senate fin with amend #4015.

PROPERTY TAX; CLASS ONE; EQUALIZATION ASSISTANCE 1/26 Senate fin amended; report awaited.

PROPERTY TAX; CLASS ONE; EQUALIZATION ASSISTANCE 1/10 referred to Senate fin.
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## **S1095: PROPERTY TAX EXEMPTIONS; STATUTORY CONFORMITY**

Exempts the property of veterans with service or nonservice connected disabilities who are Arizona residents from taxation, with an allowed exemption amount of \$4,117 multiplied by the percentage of the veteran's disability, as rated by the U.S. Department of Veterans Affairs, if the person's total assessment does not exceed \$27,970. The exemption limit for property of widows, widowers and persons with total and permanent disabilities is increased to \$4,117, from \$3,000, if the person's' total assessment does not exceed \$27,970, increased from \$20,000. Also makes various changes to property tax statutes in order to conform to proposed changes to property tax exemptions contained in the state Constitution. Conditionally enacted on the state Constitution being amended by a vote of the people at the next general election to consolidate and reorganize provisions relating to exemptions from property taxation.

First sponsor: Sen. Mesnard (R - Dist 17) Others: Sen. Leach (R - Dist 11)

S	1095 Dai	ily History				Date	Action
PF	ROPERTY	TAX EXEN	IPTIONS;	STATUTORY	CONFORMITY	3/2	from House ways-means do pass.
PF	ROPERTY	TAX EXEN	IPTIONS;	STATUTORY	CONFORMITY	3/2	House ways-means do pass; report awaited.
PF	ROPERTY	TAX EXEN	IPTIONS;	STATUTORY	CONFORMITY	2/23	referred to House ways-means.
PF	ROPERTY	TAX EXEN	IPTIONS;	STATUTORY	CONFORMITY	2/8	passed Senate <u>27-0</u> ; ready for House.
PF	ROPERTY	TAX EXEN	IPTIONS;	STATUTORY	CONFORMITY	2/1	from Senate rules okay.
PF	ROPERTY	TAX EXEN	IPTIONS;	STATUTORY	CONFORMITY	1/26	from Senate fin do pass.
PF	ROPERTY	TAX EXEN	IPTIONS;	STATUTORY	CONFORMITY	1/26	Senate fin do pass; report awaited.
PF	ROPERTY	TAX EXEN	IPTIONS;	STATUTORY	CONFORMITY	1/10	referred to Senate fin.

#### S1324: SMART AND SAFE FUND; DISTRIBUTION

Modifies the distributions from the Smart and Safe Fund by adding Indian reservation police agencies, Indian reservation firefighting agencies, university police departments at universities under the jurisdiction of the Arizona Board of Regents, and joint powers authorities to the list of entities that receive 31.4 percent of Fund monies in proportion to the number of enrolled members in the Public Safety Personnel Retirement System. Retroactive to January 1, 2021. Due to voter protection, this legislation requires the affirmative vote of at least 3/4 of the members of each house of the Legislature for passage. AS PASSED SENATE

First sponsor: Sen. Shope (R - Dist 8)

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S1324 Daily History

SMART AND SAFE FUND; DISTRIBUTION 6/6

SMART AND SAFE FUND; DISTRIBUTION 5/24 House COW approved.

SMART AND SAFE FUND; DISTRIBUTION 5/18 retained on House COW calendar.

SMART AND SAFE FUND; DISTRIBUTION 3/29 from House rules okay.

SMART AND SAFE FUND; DISTRIBUTION 3/21 from House mil-pub safety with amend #4814.

SMART AND SAFE FUND; DISTRIBUTION 3/1 referred to House mil-pub safety.

SMART AND SAFE FUND; DISTRIBUTION 2/23 passed Senate 27-1; ready for House.

SMART AND SAFE FUND; DISTRIBUTION 2/16 retained on Senate COW calendar.

SMART AND SAFE FUND; DISTRIBUTION 2/16 from Senate rules okay.

SMART AND SAFE FUND; DISTRIBUTION 2/8 from Senate appro do pass.

SMART AND SAFE FUND; DISTRIBUTION 2/1 Senate appro do pass; report awaited.
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# SCR1049: EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT

The members of the Legislature express support for opportunities in education for all children.

First sponsor: Sen. Boyer (R - Dist 20)

SCR1049 Daily History	Date Action
EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT	3/22 from House land-agri-rural affairs with amend $#4818$ .
EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT	3/21 House land-agri-rural affairs amended; report awaited.
EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT	3/14 referred to House land-agri-rural affairs.
EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT	2/23 passed Senate 20-8; ready for House.
EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT	2/22 from Senate rules okay.
EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT	2/16 from Senate educ do pass.
EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT	2/15 Senate educ do pass; report awaited.
EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT	2/2 referred to Senate educ.

# **Workers Comp / Risk Pool**

# **Posted Calendars and Committee Hearings**

No hearings, calendars, or amendments posted.

#### **Bill Summaries**

# H2120: WORKERS' COMPENSATION; INJURY REPORTS (INJURY REPORTS; MEDICAL TREATMENT)

For the purpose of workers' compensation injury reports, employers are only required to report injuries requiring medical treatment, which does not include any onetime, short-term treatment by nonmedical staff that requires little technology or training to administer. For any workers' compensation claim involving "medical-only loss" (defined), any experience rating adjustment as determined by a national nonprofit insurance rating organization must be applied to reduce the impact of loss in the employer's experience modification calculation. AS PASSED SENATE

First sponsor: Rep. Kaiser (R - Dist 15)

H2120 Daily History	Date	Action
WORKERS' COMPENSATION; INJURY REPORTS	5/24	Senate named Mesnard, Petersen, and Teran to the FREE conference committee. Conferees are: Kaiser, Meza, Wilmeth, Mesnard, Petersen, and Teran.
WORKERS' COMPENSATION; INJURY REPORTS	5/18	House refused to concur in Senate amendments and named Kaiser, Meza, and Wilmeth to a FREE conference committee. Senate conferees awaited.
WORKERS' COMPENSATION; INJURY REPORTS	5/10	passed Senate $\underline{27-0}$ ; returned to House for concurrence in Senate amendments.
INJURY REPORTS; MEDICAL TREATMENT	4/25	Senate COW approved with amend <u>#4782</u> and flr amend <u>#4947</u> . NOTE SHORT TITLE CHANGE.
INJURY REPORTS; MEDICAL TREATMENT	3/22	from Senate rules okay.
INJURY REPORTS; MEDICAL TREATMENT	3/17	from Senate fin with amend #4782.
INJURY REPORTS; MEDICAL TREATMENT	3/16	Senate fin amended; report awaited.
INJURY REPORTS; MEDICAL TREATMENT	3/10	withdrawn from Senate com and further referred to Senate fin.
INJURY REPORTS; MEDICAL TREATMENT	2/28	referred to Senate com.
INJURY REPORTS; MEDICAL TREATMENT	2/23	passed House <u>59-0</u> ; ready for Senate.
INJURY REPORTS; MEDICAL TREATMENT	2/21	from House rules okay.
INJURY REPORTS; MEDICAL TREATMENT	2/16	from House com do pass.
INJURY REPORTS; MEDICAL TREATMENT	2/15	House com do pass; report awaited.
INJURY REPORTS; MEDICAL TREATMENT	1/18	referred to House com.

# H2121: INSURANCE; MEDICARE SUPPLEMENT; FEES; CONSENT (INSURANCE; MEDICARE SUPPLIEMENT; FEES; CONSENT)

Various changes relating to insurance. Decreases the minimum amount of the nonrefundable fee for the certificate of the Director of the Department of Insurance and Financial Institutions (DIFI), under seal. Allows an oral communication with a contemporaneous written record made of the communication or an archived recording of an oral communication to qualify as consent for an insurer to deliver a notice or document electronically. DIFI cannot prohibit Medicare supplement insurance providers from offering discounts to enrollees for early enrollment or payment method. Allows insurers to file for Medicare supplement rates that include an early enrollment discount that diminishes over time. Insurers are not required to provide a certificate of creditable coverage if the federal laws that require providing a certificate of creditable coverage are superseded by the prohibition on preexisting condition exclusions. Requires DIFI to post specified information about flood insurance on a publicly accessible website using consumer-friendly language. Requires insurers that insure residential property in Arizona

to provide information to policyholders about how to obtain flood insurance. AS PASSED SENATE

First sponsor: Rep. Kaiser (R - Dist 15)

H2121 Daily History	Date Action
INSURANCE; MEDICARE SUPPLEMENT; FEES; CONSENT	5/31 House concurred in Senate amendments and FAILED on final reading 12-41.
INSURANCE; MEDICARE SUPPLIEMENT; FEES; CONSENT	5/18 Senate COW approved with amend #4783 and flr amend #4979. NOTE SHORT TITLE CHANGE. Passed Senate 25-0; returned to House for concurrence in Senate amendments.
WORKERS' COMPENSATION; MEDICAL-ONLY LOSS	3/22 from Senate rules okay.
WORKERS' COMPENSATION; MEDICAL-ONLY LOSS	3/17 from Senate fin with amend $#4783$ .
WORKERS' COMPENSATION; MEDICAL-ONLY LOSS	3/16 Senate fin amended; report awaited.
WORKERS' COMPENSATION; MEDICAL-ONLY LOSS	3/10 withdrawn from Senate com and further referred to Senate fin.
WORKERS' COMPENSATION; MEDICAL-ONLY LOSS	2/28 referred to Senate com.
WORKERS' COMPENSATION; MEDICAL-ONLY LOSS	2/23 passed House <u>59-0</u> ; ready for Senate.
WORKERS' COMPENSATION; MEDICAL-ONLY LOSS	2/23 House COW approved with amend #4200.
WORKERS' COMPENSATION; MEDICAL-ONLY LOSS	2/21 from House rules okay.
WORKERS' COMPENSATION; MEDICAL-ONLY LOSS	2/16 from House com with amend #4200.
WORKERS' COMPENSATION; MEDICAL-ONLY LOSS	2/15 House com amended; report awaited.
WORKERS' COMPENSATION; MEDICAL-ONLY LOSS	1/18 referred to House com.

## **H2202: INDUSTRIAL COMMISSION; FEE SCHEDULE; NOTICE**

Before the Industrial Commission takes final action on the schedule of fees for prescription medicines and for charges by physicians and other health care providers, the Commission is required to post specified notices online and hold at least one public meeting. Does not apply during a public health emergency. AS SIGNED BY GOVERNOR

First sponsor: Rep. Weninger (R - Dist 17)

H2202 Daily History	Date Act	ction
INDUSTRIAL COMMISSION; FEE SCHEDULE; NOTICE	3/24 sig	gned by governor. Chap. 56, Laws 2022. <u>message</u>
INDUSTRIAL COMMISSION; FEE SCHEDULE; NOTICE	<i>3/17</i> pas	assed Senate <u>28-1</u> ; ready for governor.
INDUSTRIAL COMMISSION; FEE SCHEDULE; NOTICE	<i>3/15</i> fro	om Senate rules okay.
INDUSTRIAL COMMISSION; FEE SCHEDULE; NOTICE	<i>3/10</i> fro	om Senate com do pass.
INDUSTRIAL COMMISSION; FEE SCHEDULE; NOTICE	<i>3/9</i> Se	enate com do pass; report awaited.
INDUSTRIAL COMMISSION; FEE SCHEDULE; NOTICE	2/28 ref	eferred to Senate com.
INDUSTRIAL COMMISSION; FEE SCHEDULE; NOTICE	2/23 pas	assed House <u>59-0</u> ; ready for Senate.
INDUSTRIAL COMMISSION; FEE SCHEDULE; NOTICE	<i>2/23</i> Ho	ouse COW approved with amend <u>#4204</u> .
INDUSTRIAL COMMISSION; FEE SCHEDULE; NOTICE	2/21 fro	om House rules okay.
INDUSTRIAL COMMISSION; FEE SCHEDULE; NOTICE	2/16 fro	om House com with amend <u>#4204</u> .
INDUSTRIAL COMMISSION; FEE SCHEDULE; NOTICE	<i>2/15</i> Ho	ouse com amended; report awaited.
INDUSTRIAL COMMISSION; FEE SCHEDULE; NOTICE	1/18 ref	eferred to House com.

## **S1403: INDUSTRIAL COMMISSION; WORKERS' COMPENSATION; CLAIM**

If a workers' compensation insurance carrier or self-insured employer receives written notification of an injury and intended claim from an employee who was injured, the insurance carrier or employer is required to forward the notification to the Industrial Commission within seven business days and inform the employee of the employee's requirement to file a claim with the Commission. The one-year period after injury occurs during which the employee is required to file a workers' compensation claim is suspended from the date the insurance carrier or employer received the notification until the date the notification is forwarded to the Commission. When the Commission receives notification, the Commission is required to notify the employee of the employee's responsibility to file a claim with the Commission. AS SIGNED BY GOVERNOR

S1403 Daily History	Date Action
INDUSTRIAL COMMISSION; WORKERS' COMPENSATION; CLAIM	M 4/19 signed by governor. Chap. 162, Laws 2022. message
INDUSTRIAL COMMISSION; WORKERS' COMPENSATION; CLAIM	M 4/12 House COW approved. Passed House <u>51-3;</u> ready for governor.
INDUSTRIAL COMMISSION; WORKERS' COMPENSATION; CLAIM	N 3/21 from House rules okay.
INDUSTRIAL COMMISSION; WORKERS' COMPENSATION; CLAIM	7 3/16 from House com do pass.
INDUSTRIAL COMMISSION; WORKERS' COMPENSATION; CLAIM	N 3/15 House com do pass; report awaited.
INDUSTRIAL COMMISSION; WORKERS' COMPENSATION; CLAIM	7 3/8 referred to House com.
INDUSTRIAL COMMISSION; WORKERS' COMPENSATION; CLAIM	2/28 passed Senate <u>27-0</u> ; ready for House.
INDUSTRIAL COMMISSION; WORKERS' COMPENSATION; CLAIM	M $2/24$ Senate COW approved with amend $\underline{#4279}$ and flr amend $\underline{#4457}$ .
INDUSTRIAL COMMISSION; WORKERS' COMPENSATION; CLAIM	1 2/22 from Senate rules okay.
INDUSTRIAL COMMISSION; WORKERS' COMPENSATION; CLAIM	$\sqrt{2/17}$ from Senate com with amend $\frac{\#4279}{}$ .
INDUSTRIAL COMMISSION; WORKERS' COMPENSATION; CLAIM	2/16 Senate com amended; report awaited.
INDUSTRIAL COMMISSION; WORKERS' COMPENSATION; CLAIM	1/26 referred to Senate com.

# Golder Ranch Fire District

**Procedure Manual** 

# **Emergency Operating Guidelines**

# 500.1 PURPOSE AND SCOPE

To describe emergency operating guidelines as defined by Southern Arizona Auto Aid Response Council (SAAARC). SAAARC agencies respond to a wide range of emergency incidents. To effectively manage personnel and resources and to provide for the safety and welfare of personnel, we will always operate within the Incident Command System at the incident scene.

## 500.2 PROCEDURE

Members of the district will follow the SAAARC Emergency Operating Guidelines for all applicable responses with it's automatic aid partners. It is the responsibility of every SAAARC partner firefighter to be proficient with these guidelines.

See attachment: SAAARC - EOG MANUAL V1 6-1-22

Procedure Manual

# **Attachments**

# **SAAARC - EOG MANUAL V1 6-1-22.pdf**

# EMERGENCY OPERATING GUIDELINES V1.0

**Southern Arizona Auto Aid Response Council (SAAARC)** 

May 31, 2022

SAAARC agencies respond to a wide range of emergency incidents. To effectively manage personnel and resources and to provide for the safety and welfare of personnel, we will always operate within the Incident Command System at the incident scene.

It is the responsibility of every SAAARC partner Firefighter to be proficient with these guidelines.

- Regional Operations
Committee (ROC)







Prepared by:

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#### 200 FIREGROUND COMMAND

#### **PURPOSE**

INCIDENT COMMAND IS REQUIRED TO ALLOW THE SAAARC FIREFIGHTERS TO WORK TOGETHER IN AN ORGANIZATIONAL STRUCTURE TO RESPOND TO AND MITIGATE THE EFFECTS OF INCIDENTS, REGARDLESS OF CAUSE, SIZE, LOCATION, OR COMPLEXITY.

#### **PRIORITIES & BENCHMARKS**

The tactical priorities of Rescue, Fire Control, and Property Conversation are clear, measurable, and attainable objectives. These objectives are considered complete when the following benchmarks are transmitted. Actions to achieve one priority may be essential in the accomplishment of another. A notable example is the frequent need to achieve interior tenability with prompt ventilation and aggressive fire control actions to protect occupants and complete a Primary Search.

#### Rescue

Activities required to protect occupants, remove those who are threatened, and treat the injured. Benchmark: "Primary all clear/ Secondary all clear" will be transmitted at the completion of the Primary Search / Secondary search. This addresses life safety priorities.

#### Fire Control

Activities required to stop expansion of the fire and to bring the fire under control. Benchmark: "fire under control" will be transmitted when forward progress of the fire has been stopped and the fire is knocked down.

#### **Property Conservation**

Salvage and overhaul activities intended to keep damage to property to a minimum, while ensuring all fire is extinguished. Benchmark: When all salvage and overhaul operations have been completed, a "loss stopped" will be transmitted.

### Firefighter Safety

A fourth priority is everyone's on-going responsibility to establish and promote firefighter safety. This includes accountability, The On-Deck Crew/Rescue Intervention Crew (RIC), a designated medic crew available for firefighters, rehab area, firefighter wash-down, and post incident review.

### **PRINCIPLES**

To achieve these priorities, incident personnel and participating SAAARC agencies shall apply, implement, and adhere to the principles of flexibility, standardization, and unity of effort.

#### Flexibility

Flexibility allows our incident command to be scalable, and therefore, applicable for incidents that vary widely in terms of hazard, geography, demographics, climate, cultural, and organizational authorities.

#### Standardization

Standardization is essential to interoperability among multiple organizations in incident response. NIMS defines standard organizational structures that improve integration and connectivity among jurisdictions

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and organizations. NIMS defines standard practices that allow incident personnel to work together effectively and foster cohesion among the various organizations involved. NIMS also includes common terminology, which enables effective communication.

### Unity of Effort

Unity of effort means coordinating activities among various organizations to achieve common objectives. Unity of effort enables organizations with specific jurisdictional responsibilities to support each other while maintaining their own authorities.

### THE 8 FUNCTIONS OF COMMAND

The standard activities that are performed by the Incident Commander to achieve the Tactical Objectives. The Incident Command System is used to facilitate the completion of the Tactical Objectives. The Incident Commander is the person who drives the command system towards that end. The Incident Commander is responsible for building a Command structure that matches the organizational needs of the incident to achieve the completion of the Tactical Objectives for the incident. The Functions of Command include:

- 1. Assume and announce Command and establish an effective initial command position.
- 2. Rapidly evaluate the situation (Initial Radio Report (IRR), aka size up).
- 3. Initiate, maintain, and control effective incident communications.
- 4. Provide and manage a steady, adequate, and timely stream of appropriate resources.
- 5. Identify the incident strategy, develop an Incident Action Plan (IAP), and assign companies and personnel consistent with plans and standard operating procedures.
- 6. Develop an effective incident organization using Divisions/Groups to decentralize and delegate geographic and functional responsibility.
- 7. Review, and revise (as needed) the strategy to keep the IAP current.
- 8. Provide for the continuity, transfer, and termination of Command.

The Incident Commander is responsible for all these functions. As Command is transferred, so is the responsibility for these functions. The first six (6) functions must be addressed immediately from the initial assumption of Command. Use the Strategic Decision-Making Model to greatly increase the command team's effectiveness.

#### **ESTABLISHING COMMAND**

The first arriving officer shall assume command if an active hazard zone exists, or if there are tactical benchmarks to coordinate. The initial IC shall remain in Command until Command is transferred, or the incident is stabilized, and Command is terminated.

One- or two-company responses that are not going to escalate beyond the commitment of these companies do not require the first arriving officer to assume Command. The first arriving officer will, however, remain responsible for any needed Command functions.

### Initial Radio Report (IRR)

The first arriving fire department unit initiates the command process (IC #1) by giving an initial radio report.

Elements of the report should include

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- 1. Clear alarm, announce your arrival on the scene
- 2. Building / Area description
- 3. Describe the problem
- 4. Actions taken /IAP
- 5. Declaration of the strategy
- 6. Resource determination
- 7. Assume and name command (officer only)

### Follow-Up Report

After a 360° has been performed a follow up report is required.

- (1) Verify the fire's size, location, and extent (if different from the IRR)
- (2) Redeploy attack lines as necessary.
- (3) Verify basement type (if present) and the number of stories from the Charlie side
- (4) Verify the life safety profile of the incident
- (5) Confirmation of the initial Strategy
- (6) Any changes to the initial IAP stated on the IRR (if necessary)

#### Radio Designation

The radio designation "COMMAND" will be used along with the occupancy or address of the incident (i.e. "Oracle Road Command"). This designation will not change throughout the duration of the incident. The designation of "Command" will remain with the officer currently in command of the incident throughout the event.

### TRANSFER OF COMMAND

When arriving to the scene, IC #2 must transfer command in the following manner:

- Transmit that your unit is On Scene ("Battalion 1 On Scene").
- Verify the position & function of all hazard zone resources with IC #1.
- Contact IC #1 and announce that you'll be transferring command: "taking it from out here"
- Contact and confirm the command transfer with Dispatch, announce the current strategy, and make a resource determination

Command transfers should be short. When IC #1 transmits a concise, clear initial radio report, unit assignments and condition reports, it ensures that IC #2 (usually a command officer working out of an SUV) will have quality information to quickly facilitate the command transfer.

### Transferring Command vs. Passing Command

Command may be transferred as necessary on a large event; however, Passing Command is a unique situation and may only occur once.

### **Transferring Command**

Is defined as first having command and transferring to another officer. Typically occurs when a fastattacking IC, who is physically located in the hazard zone, transfers command to a subsequent arriving command officer.

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### Passing Command (rare)

Is utilized when the first unit arrives on scene and has immediate life safety issues (known rescue) to address, has little time to perform initial command functions and does not assume command. In this case Command is passed and will be assumed by the next arriving officer. "EN377 on scene of a working fire with a known rescue, we will be performing rescue operations entering on the Alpha side with a par of 3, passing command to the next incoming suppression unit." The next company officer must assume command when they arrive on scene and complete the IRR, 360, follow-up report and the assignment of units.

Should a situation occur where a later arriving Company or Command officer cannot locate or communicate with Command (after several radio attempts), they will assume and announce their assumption of Command and initiate whatever actions are necessary to confirm the safety of the missing crew.

#### **COMMAND TEAM**

The Command Team is an organizational response to quickly provide enough command and control to rapidly bring a significant incident under control. The Command Team consists of:

### Incident Commander (IC)

- Perform the functions of command to achieve the tactical objectives.
- Assume and announce Command and establish a Command Post (CP)
- Rapidly evaluate the situation (size up).
- Initiate, maintain, and control effective incident communications.
- Provide and manage a steady, adequate, and timely stream of appropriate resources.
- Identify the incident strategy, develop an Incident Action Plan (IAP), and assign companies and personnel consistent with plans and standard operating procedures.
- Develop an effective incident organization using Divisions/Groups to decentralize and delegate geographic and functional responsibility.
- Review, and revise (as needed) the strategy to keep the IAP current.
- Provide for the continuity, transfer, and termination of Command.

### **Support Officer**

- Define, evaluate, and recommend changes to the incident action plan.
- Provide direction relating to tactical objectives and specific critical fireground factors.
- Evaluate the need for additional resources.
- Assign logistics responsibilities.
- Assist with the tactical worksheet for control and accountability.
- Evaluate the Fireground organization and span of control.

### **COMMAND STRUCTURE**

The Command organization must develop at a pace which stays ahead of the tactical deployment of personnel and resources. The Incident Commander must first be able to direct, control, and track the position and function of all

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operating Companies. Building a Command organization is the best support mechanism the Incident Commander can utilize to achieve a balance between managing personnel and incident needs. The basic configuration of Command includes three levels:

- Strategic Level Overall direction of the incident.
- Tactical Level Objectives assigned to Divisions and Groups.
- Task Level Task objectives assigned to Companies.

### Strategic Level

This organizational level is designed around the IC working out of a stationary command post. The strategic level involves the activities necessary for overall operational control and the completion of the tactical objectives. This includes:

- Determining the appropriate strategy: OFFENSIVE OR DEFENSIVE
- Obtaining and allocating resources.
- Assigning specific assignments and objectives to tactical level units.
- Ongoing size-up and the determination of the critical fireground factors.
- Define the incident position within the risk management plan
- Predicting outcomes and planning.

### **Tactical Level**

As the IC's span of control increases beyond the 5–7-unit range, the first management "subdivision" of incident scene organization is accomplished by assigning Division responsibilities. Division Supervisors are responsible for the tactical deployment of assigned resources, evaluation of their assigned area, and communication with the IC. They are assigned by the IC and supervise directly at the site of the assigned activity to meet the operational objectives given to them by the IC.

### Task Level

Where the work is performed by assigned companies and other resources. Task level activities are supervised by Company Officers and are supported by the IC and Division Supervisors.

The Incident Commander is required to develop an organizational structure to manage the incident. The size and complexity of the organizational structure will be determined by the scope of the emergency.

### Single Company

The Company Officer on a single engine response to a car fire determines the strategy and tactics and supervises the crew doing the task.

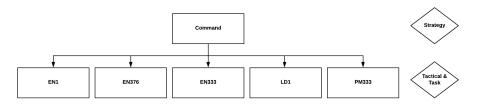




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### 5-7 Companies

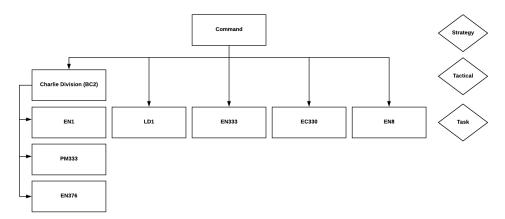
The basic Command for a house fire, involving a set number of Companies, requires only two levels of the Command structure.



### **Considerations for Divisions**

Divisions reduce the span-of-control to a more manageable number. As Divisions are implemented, Command continues to operate at the strategic level, determining the overall strategy and Incident Action Plan to deal with the incident.

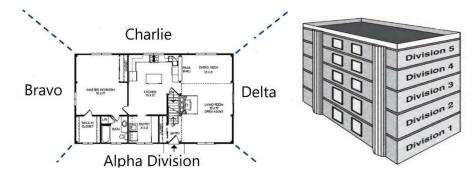
Whenever there are three or more companies operating in a division, the IC should assign a division supervisor to that division. The appropriate span-of-control is considered 3 to 7 resources to each supervisor, with 5 being the optimum.



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### **Naming Divisions**

Once effective divisions have been established, the IC can concentrate on the overall strategy, incident action plan management, evaluation, and resource allocation. Each of the Division Supervisors becomes responsible for the tactical deployment of the resources assigned to their division and communicating needs and progress back to Command.



In multi-story occupancies, Divisions will be designated by floor number (Division 6 indicates the 6th floor). In some cases, the floor division identification may be subdivided into geographic areas such as "Division 5 A" or "Division 2 North," depending on stairwell and floor access. When operating in levels below grade, such as in basements, the use of Subdivision is appropriate.

### The Division Supervisor

When establishing a Division, the IC will assign each Division Supervisor:

- Tactical Objectives.
- A radio designation (Division Alpha, etc.)
- The identity of resources assigned to the Division.
- An alternate Division tactical radio frequency as needed.

Division Supervisors will be responsible for the following basic functions:

- Directly supervise work in the Division, preferably through face-to-face communication.
- Monitor personnel safety, accountability, and welfare.
- Develop a Division IAP that integrates with the overall IAP.
- Monitor work progress.
- Redirect activities as necessary.
- Coordinate actions with related activities, and adjacent Divisions.
- Monitor welfare of Division personnel.
- Request additional resources as needed (on-deck crews etc.).
- Manage Maydays within the Division.
- Advise the IC of situation status, changing conditions, progress, completion, and exception reports.
- Re-allocate resources within the Division
- Provide information for both formal and informal After-Action Reviews (critiques).
- De-commit companies as operations are completed.

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#### 201 ON-DECK & RIC

#### **PURPOSE**

This policy defines the assignments and responsibilities for both On Deck and Rapid Intervention Crew (RIC).

### **GUIDELINE**

Incident commanders shall designate a crew for firefighter rescue at working incidents while working in the offensive strategy, or any other incident deemed necessary. ICs have the option to assign On Deck, RIC, or both, to address firefighters' safety and incident priorities. A crew assigned to either On Deck or RIC shall consist of a minimum of a three-person crew (a four-person crew is preferred), with a fire officer as one of the crew members. The crew will be positioned outside of the IDLH for rapid deployment.

RIC is a crew dedicated to performing rescue of lost, trapped, or injured firefighters. On Deck represents the next crew in line to be assigned a task. On Deck is always responsible for RIC duties, until the crew is reassigned to another task or until RIC responsibilities are reassigned to another crew.

Rapid Intervention Crew and On Deck Commonalities:

Both RIC and On Deck are proactive roles as opposed to reactive. Both RIC and On Deck assignments require the crew to gather the RIC tools and the RIC supplemental rescue air pack for a forward staging location. Both roles require a survey of the building type, fire conditions, barriers to rescue, and crews working in various divisions. When possible, a 360 survey of the building should be performed. The RIC or On Deck size up should include the following:

- 1. Building & Occupancy Type
- 2. Fire Conditions
- 3. Units working in the hot zone
- 4. Special hazards
- 5. Identify barriers and be proactive to remove
- 6. Strategy: Offensive or Defensive
- 7. Monitor fireground traffic, particularly for MAYDAY transmissions
- 8. Ingress/Egress
- 9. Evaluate collapse potential
- 10. Evaluate fire spread potential
- 11. Observe firefighter fatigue

### **RAPID INTERVENTION CREW SPECIFICS**

The RIC team may be staged at a forward division or near the command post. Multiple RIC teams may be assigned to an incident with large, or labor intensive, divisions. A RIC team may be expanded to include TRT for a complex incident.

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### **On-Deck Specifics**

On-deck represents the next crew in line to be deployed. The On-Deck crew will stage just outside the immediate hazard zone, safely distanced from the entrance of a tactical position. This forward ready positioning allows for a quick response if deployed or reassigned in relief of other units.

The on-deck assignment is geared to provide a tactical reserve for deployed positions. The primary function of the On-Deck crew is to function as the Rapid Intervention Crew for their assigned location. The IC may use the On-Deck for any of the following:

- Reinforce a position within an assigned tactical area
- Crew relief within an assigned tactical area
- Any other tactical position assigned by the IC

On-Deck will be supervised either by the Division Supervisor or Company Officer and they will remain On-Deck until assigned by the IC or Division Supervisor. Whenever one of these units is utilized for an assignment, the On-Deck position shall be backfilled to continue to provide RIC coverage for the Division or deployed position as well as to continue to ensure a strong tactical reserve.

Once the IC has deployed units to the critical areas around the incident scene, the IC must then take a proactive approach to assigning additional resources to those areas. This is best achieved by assigning staged resources as On-Deck to those areas as soon as they arrive in staged positions. Layering On-Deck crews around the fire ground will also provide the IC with the tactical reserves to manage the standard work cycle or sudden and unexpected incident events. Assigning On Deck crews is done by contacting a staged company and directing them to go On-Deck in a specific geographic location or division.

Crews must be intact with full PPE, forecast the need for and collect all the necessary tools/equipment, including RIC bag, and report directly to their assigned location. On-Deck crews must always monitor the tactical channel. On deck crews must also size up the area that they are assigned to, this size up should include:

- Locating the structures entrance/exit points in their assigned area
- Interior and exterior conditions
- Unit ID of crews operating inside the structure
- Approximate location of interior crews
- Identify which crews are operating each hose line

When an on-deck crew is used as a relief crew, the Company Officer should do a face to face and transfer information with the officer exiting the structure. The information transferred should include:

- Interior conditions
- Routing instructions to the work area
- Interior obstructions
- Additional tools/resources required
- Tactical objectives

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### RIC & ON DECK DEPLOYMENT FOR RESCUE OPERATIONS

### RIC/On Deck activation:

- Upon notification of a lost, trapped, or injured firefighter, the IC should use the help order model (self-rescue, own company, next closest available company, RIC/On Deck company) to affect the rescue of the down firefighter.
- RIC/On-Deck should be activated by the IC based on the needs of the rescue.
- Proceed with the RIC bag to the last known or suspected working area of the crew or firefighter needing rescue.
- Continually monitor any radio communications from the victim.
- Communicate rescue activities and progress to the IC or Division supervisor.

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#### 202 REHAB

#### **PURPOSE**

TO ESTABLISH PRACTICAL AND RETAINABLE GUIDELINES FOR IMPLEMENTATION OF A REHABILITATION GROUP DURING AN EMERGENCY INCIDENT.

### **RESPONSIBILITIES**

Incident Commander - The Incident Commander is responsible for the establishment of the Rehab Group and may designate a unit or officer as Rehab Group supervisor, depending on the complexity of the emergency.

Division, Group, and Company Officers - All supervisors shall be aware of the physical condition of each member operating within their span of control and ensure that the health and safety needs are given proper consideration.

Personnel - All members shall advise their company officer whenever they believe their level of fatigue or exposure begins to affect their performance or safety for themselves or other crew members. All personnel shall participate in rehabilitation activities when assigned.

Safety Officer - The Incident Safety Officer should observe rehab operations and report directly to Command on any issue related to health and safety during emergency operations. The Safety Officer shall work together with the Rehab Group to ensure that adequate measures are taken to mitigate problems.

#### **PROCEDURE**

Designator - "Rehab Group" will be the designator for rehab during the incident.

Rehab Group Resources – During an emergency incident, the Rehab Group will be staffed with an Air Power unit and an ALS transport company. For incidents that expand or during inclement weather conditions, a Rehab unit should also be assigned.

Workload, Air Usage and Rest - A maximum of 45 minutes is recommended as the acceptable level of work time prior to mandatory rehabilitation. In situations where conditions are extreme, the assessment interval should be decreased accordingly. Every effort should be made to assign crews to rehab upon exit from an IDLH. Rehab is mandatory following the use of a second 45-minute (SCBA) cylinder, or single 60-minute SCBA cylinder, or 45 minutes of intense work without SCBA. The incident safety officer can adjust the time frames depending upon work or environmental conditions.

Washdown - Each company shall perform washdown procedures prior to entering the rehab area or leaving the scene.

Duration of Rehab Period - Members shall rest for a minimum of 20 minutes in rehab. Air bottle usage by an individual at a single incident shall not exceed four bottles.

Decontamination - After PPE has been doffed for Rehab and prior to hydration or food consumption, an effort shall be made to decontaminate the firefighter's hands, arms, and face. This can be accomplished by utilizing at least two no-rinse body wipes, one for the face and one for the hands and forearms.

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Cooling - Measures should be taken to ensure the firefighter's core temperature does not reach dangerous levels. There are two (2) ways this can be accomplished; passive and active.

- Passive cooling is the process of facilitating the body's cooling mechanisms, such as removing the clothing, moving the person to a cooler environment, and removing the person out of direct sunlight.
- Active cooling is the process of using external methods to cool the person, such as hand or forearm immersion, misting fans, and cool towels placed over the head and neck.

Vitals – The following vital signs must be met after 20 minutes of rehab to be released from rehab:

- Temperature: <100.6 F.</li>
- Heart Rate: <100.</li>
- Respiratory Rate: 12-20
- Blood Pressure: <160 systolic and <100 diastolic</li>
- Pulse Oximetry: >94 percent on room air
- CO Monitoring: If CO exposure is suspected, follow the SMOKE INHALATION/CYANOKIT A.G.

Documentation – The following must be documented during the rehab process:

- *Emergency Incident Rehabilitation Worksheet* to be completed by rehab personnel and maintained by the agency responsible for rehab.
- EPCR to be completed whenever treatment is rendered beyond routine assessment.
- Industrial Injury to be completed by the Company Officer as per agency requirements if applicable.

Accountability – The Rehab Group supervisor will be responsible for maintaining accountability of all companies in rehab.

- Members shall enter and exit the Rehabilitation Area as a crew.
- Crew designation, number of crew members, and time in and out will be documented by the Rehabilitation Officer utilizing the Emergency Incident Rehabilitation Worksheet. Fire ground or other incident positions held by crew will also be documented.
- Crews shall not leave the Rehabilitation Area until authorized by the Rehabilitation Officer/Medical Provider. There are no exceptions unless the rehab area becomes an immediate danger zone.
- Release from Rehab Crews released from Rehabilitation shall return to duty through the Staging
  Officer or Command once vital signs return to acceptable levels and medical personnel clear their
  return to operations from Rehab.

### REVISION HISTORY, APPLICABLE REFERENCES AND NOTES

- Reviewed and revised by ROC Committee 5-13-2021
- Author D. Braswell NWFD, July 2020
  - References: Golder Ranch Fire District. (2020, June 27). Standard Operating Procedure 7133: Rehabilitation Division, Northwest Fire District. (2020, June 27). Standard Operating Guideline 7140: Rehabilitation Process, Tucson Fire Department. (2020, June 27). Policy 316: Emergency Scene Rehabilitation.



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#### 203 MAYDAY

#### **PURPOSE AND SCOPE**

IT IS EVERY INDIVIDUAL FIREFIGHTER'S RESPONSIBILITY TO MAINTAIN A HIGH LEVEL OF MAYDAY READINESS AT ALL TIMES. THIS INCLUDES EVERYDAY PREPARATION AND PREVENTION AS WELL AS THE PRACTICED ABILITY TO COMMUNICATE AND RESPOND TO A MAYDAY SCENARIO.

#### **Definition of a Mayday Situation**

- Any situation where a firefighter is unable to safely exit the hazard zone or an event that cannot be resolved by that individual within 30 seconds.
- Any member is empowered to call a Mayday when the above conditions exist. This can be during
  response, on scene of any incident, or any time when a member becomes in trouble and a portable
  radio is available. Early identification of a Mayday situation is critical. The longer it takes to declare a
  Mayday situation, the less likely a successful resolution is possible.
- A Mayday is initiated by any member communicating "Mayday, Mayday, Mayday" via portable radio.
   The Incident Commander will acknowledge the transmission and take appropriate action to address the Mayday as outlined in this policy.

### The Rule of Mayday Readiness

- Mayday procedures and actions are perishable for all levels of an incident organization. The strategic, tactical and task levels of hazard zone management should consistently and regularly be exercised for Mayday procedures and practices.
- This also includes the Dispatch/Tactical Radio component. The preparation should be developed into everyday activities and practiced at the company level.

### Definition of Mayday Readiness

- To reach a position of Mayday readiness, a firefighter must adopt an attitude and preparation to look
  at every incident from the standpoint of "what if I or another firefighter gets in trouble" prior to the
  development of a bad scenario or outcome.
- Additionally, the NFPA 1500 Standard defines mayday readiness as the ability to "don, doff and manipulate the SCBA in zero visibility while wearing firefighting gloves."
- Effectively preventing Mayday situations involve multiple factors. ICs, Company Officers, and Firefighters must reinforce the prevention of scenarios that lead to a Mayday. The most important factors for Mayday prevention begin with the following operational standards:
  - Working within an Incident Command System/Risk Management System
  - o Working within the Incident Action Plan
  - Operating in the proper strategy
  - Always being accountable to someone within the incident command system (Never Freelance)
  - Maintaining individual and crew air management
  - Management of work cycles
  - Monitoring distances traveled into buildings
  - o Layering of resources and providing for a tactical reserve

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Planning and acting out an exit plan

#### Mayday Help Order Model

The Help Order is the order in which an IC or a Division Supervisor will try to assist a firefighter who is experiencing a Mayday. This order is:

- 1. Self-Rescue Communicating to a lost firefighter self-rescue techniques.
- 2. Own Company Using a mayday firefighter(s) own company to assist with the rescue.
- 3. Next Closest Available Company Using a company already located inside of the hazard zone to assist with the rescue.
- 4. RIC/On-Deck Using an On-Deck company located outside of the hazard zone as a RIC crew

### Task Level Mayday Readiness and Response

- Every firefighter has the responsibility to actively and routinely prepare for the prevention of Mayday situations and the response to Mayday situations.
- The individual firefighter's response to a Mayday situation should have a daily focus of increasing the
  chances of survival. The development of these skills truly begins at the Recruit level and should
  continue throughout a firefighter's career. Individual firefighter responsibilities for Mayday
  prevention include the following:
  - Maintaining SCBA proficiency
  - o Practicing individual air management
  - Use and care of personal protective equipment
  - o Portable radio proficiency and use practiced crew communications
  - Fill-in firefighter integration into crew; firefighters must be responsible to ask if not initiated by Company Officer
- The Company Officer is responsible for Crew development and practice. Consistent training and practice with regards to Mayday prevention is critical for rapid and appropriate response in a true Mayday situation. This involves setting a consistent attitude and expectations for all crew members regarding Mayday readiness. This also involves developing routines that are encouraged and participated in by the Company Officer. Company Officer responsibility for Mayday preventions include:
  - Integrating a daily SCBA check into the crew routine
  - o Practicing crew communication in the hazard zone
  - Fill-in firefighter integration into crew
  - Maintaining knowledge of portable radios and practicing their use
  - Ensuring Company Officer responsibilities and expectations are clear to the entire crew
  - Practicing and maintaining crew integrity/accountability
  - Instilling the standard that firefighters should always stay on a hose line

### Individual firefighter responsibilities for mayday response include:

- Early communication of Mayday situation utilizing the standard below
  - o Ensure Radio is on and set to the tactical channel

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Use the radio message "Mayday, Mayday, Mayday, identify yourself (unit designator, name, or both), explain the problem (trapped, lost, injured), and give a current location".
 Example:

"Mayday, Mayday, Mayday, this is Firefighter Smith from EN330. I'm lost on the second floor, Alpha Side."

- Listen for a response
  - o If no response, activate emergency button and retransmit mayday message
  - o If no response still, transmit a Mayday CANS and perform the GRAB-LIVES procedure
- Command will base Mayday actions and deployments on the NEEDS given in the Mayday CANS report:
  - Identify yourself by rank/name/unit (example, Firefighter Smith off of EN330)
  - Give the current conditions that caused the Mayday
  - Designate your actions (GRAB-LIVES)
  - o Provide the NEEDS that will help resolve the Mayday (this is critical)
  - o Provide current Air Status
- Once the Mayday situation is recognized and reported, each firefighter should remember:
- Breath, Organize, and Act
- GRAB LIVES
  - G = Check Air Gauge
  - R = Radio for Assistance
  - A = Activate PASS Device
  - o B = Control Breathing, Conserve Air
  - L = Stay Low
  - I = Illuminate, Turn Flashlight On
  - V = Make Loud Noises (Volume)
  - E = Find an Exit
  - S = Shield Your Airway (last ditch effort)

### **Tactical Level Mayday Readiness**

The tactical level of every incident has the responsibility to actively and routinely work toward Mayday prevention and preparedness. The Division Supervisor (if assigned) will take responsibility for the readiness and prevention of Mayday situations.

#### Division responsibilities:

- Working within the overall incident action plan
- Continual assessment of the critical fireground factors within the Division operations
- Management of tactical objectives for the Division through position and functions (Task, location and objective) of crews working within this Division.
- Division-level air management
- Managing geographic working area
- Work/rest cycles

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- Distances into building
- Accountability
- Maintaining adequate resources assigned to the Division
- Layered resources in position to manage tactical objectives and prepared to respond in the event of Mayday
- Maintaining effective and appropriate communications with Command
- Division C.A.N. reports

### Tactical-Level Mayday Response

The Division Supervisor will take responsibility for the resolution of the Mayday (if assigned), and it will be necessary for the Incident Commander to support the Division Supervisor with appropriate and adequate resources to manage the Mayday, while at the same time, reinforcing the surrounding geographical divisions to continue incident mitigation. Pessimistically projecting resource requirements for Division operations has the potential to increase the survivability of a Mayday situation.

- Responding to the Mayday from the inside out (following the Help Order)
- Manage communications with the down firefighter
- Manage the search and rescue efforts for the down firefighter if necessary
- Increase and maintain resources assigned to the division/incident.
  - Manage the logistical support
- Improve survivability and tenability (AKA put the fire out)
  - o Increase exterior access to the division
  - Utilize RIC bag, request additional if necessary
  - o Improve ventilation
- Recognize and support the help order of a Mayday

### Surrounding divisions, not involved in the Mayday

No freelancing: continue your original assignment unless otherwise directed by the IC.

### Strategic Level Mayday Readiness and Response

The IC is ultimately responsible for actively and continually providing for the prevention and response to a Mayday situation. The responsibilities for the Strategic Level of an incident for the prevention and response to a Mayday include:

- Continually reassess the incident.
  - o Prepare for multiple, simultaneous Maydays
- Strategic-level communications
  - Plan and prepare for communications challenges
    - Mayday may have initiated on wrong radio channel
    - Monitor all possible hazard zone channels, i.e. emergency channel
  - o Control incident communications, manage communications pace and tone

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- Once a Mayday is initiated, emergency radio traffic conditions are in effect and all units should maintain radio discipline
- Mayday and operations should remain on the same radio channel; however IC may direct non-essential radio traffic to another channel.
- Accountability
- Tactical benchmarks
- Manage resource deployment
- Improve access to building
- Limit flow paths and support with coordinated ventilation
- Continue to address the fire

### Mayday Resolved

The tactical benchmark for the end point of a Mayday is "Mayday resolved". The critical points that must be confirmed prior to giving the benchmark of "Mayday resolved" are:

- The IC can give a PAR for the entire hazard zone
  - O The Firefighters(s) that are experiencing the Mayday are removed from the hazard zone
  - All members involved in the rescue are accounted for
  - All members working in all other divisions are accounted for

### **Dispatch Center Responsibilities**

It is critical to acknowledge the role the dispatch center and most specifically the tactical radio operators will have in the resolution of a Mayday. A significant component of the overall hazard zone management system and firefighter safety is the contact between the incident command team and the dispatch center, no matter the incident size. The tactical radio operator responsibilities for a Mayday response are as follows:

- Activate the channel marker tones
- At the request of the IC only, sound the Emergency Traffic Tones.
- Allow the IC to announce Mayday if desired.
- Allows for the Incident Commander to speak to the Mayday initiator.
- If the first Fire Department Company on scene of a fire incident initiates the Mayday, the tactical radio operator shall:
  - o Ensures all responding units are aware of the Mayday
  - Creates an associated Mayday event
  - The entire dispatch center provides redundant monitoring of the Mayday radio traffic
- The dispatch center provides some automatic activation of processes to assist with a Mayday incident. These include:
  - Upon the initiation of a Mayday, the incident is upgraded using the Mayday event type.

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- o This is in addition to the current alarm level, regardless of the level.
- o Provide additional medical or transport resources as appropriate.
- Monitoring of all possible hazard zone channels.
- If a firefighter is unable to transmit a mayday, they should activate the emergency button. By
  pressing the button, the radio will be locked on the emergency channel and given priority
  over other radios transmitting at the scene. Upon activation, an alarm sounds at the
  communications center that cues the dispatcher to initiate the following steps:
  - Patch the emergency channel and working channels so transmissions can be heard by the IC.
  - Activate the channel marker tones.
  - Notify command of the emergency button push and identify the radio alias.
  - If the button push is from the same unit that just voiced a mayday, they will give the
     IC a chance to acknowledge the unit.
  - o Acknowledge and silence the alarm at the dispatch center.

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### 204 CODE RED/ABANDON BUILDING

#### **PURPOSE**

CODE RED IS AN EMERGENCY RETREAT WHERE ALL HOSE-LINES AND HEAVY EQUIPMENT WILL BE LEFT IN PLACE AND ALL MEMBERS IN THE HAZARD ZONE WILL ABANDON THE STRUCTURE AND CLEAR THE COLLAPSE ZONE AS QUICKLY AND AS SAFELY AS POSSIBLE.

#### **PROCEDURE**

A CODE RED indicates imminent collapse of a building. Generally, a CODE RED situation will first be recognized by those monitoring the exterior of a building. It is better to call for a CODE RED and not need it than to wait too long. If anyone recognizes an immediate evacuation situation, they should notify their Division supervisor or Command while evacuating the area. The IC should take immediate action, including calling the CODE RED. Implementation:

- Any officer on the fireground may report a CODE RED if a building collapse is imminent. If applicable, the notification to Fire Alarm shall include the affected division.
- The officer requesting a CODE RED shall notify Command. Command will then initiate a CODE RED with Fire Alarm. If the IC does not respond in a reasonable amount of time, Fire Alarm shall prompt the IC that someone on the incident has called a CODE RED.
- As soon as Command contacts Fire Alarm with a CODE RED announcement, Fire Alarm will sound the Emergency Alert Tones and initiate the Channel Marker Tones.
- The IC will then proceed with any CODE RED details.
- The IC can contact Fire Alarm to stop the Channel Marker Tones at any time.
- The IC will ensure all operating channels receive the CODE RED message, including simplex channels used on the incident.
- Command shall be prepared to upgrade the assignment to the next greater alarm.

### Actions As a Result of Implementation

- Personnel at the scene of a CODE RED shall immediately vacate the interior and collapse zone of the structure and immediately report to the nearest Division Supervisor for a mandatory PAR. The Division Supervisors shall position themselves in prominent locations.
- If crews do not respond to a code red or emergency tones the pump operators at the scene may:
  - o Sound the apparatus air horns for a period of ten continuous seconds.
  - o Surge operating hand lines a minimum of three short bursts.
- The IC shall complete a PAR, utilizing the Division Supervisors, as soon as possible following the CODE RED notification.

### Termination of Code Red

• A CODE RED shall be considered terminated when all companies operating in the hazard zone have been accounted for via PAR and are determined to be safely out of the imminent hazard area.

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- Command shall notify Fire Alarm when a CODE RED situation is terminated. Upon termination, Fire Alarm shall discontinue the Channel Marker tones and broadcast over the tactical radio frequency that the CODE RED for the address is terminated.
- Once the CODE RED termination announcement is complete, Fire Alarm will announce on both the incident channel and the dispatch channel: "Normal radio traffic conditions now exist on (channel name)."
- The IC shall announce the termination of CODE RED and the return of normal radio traffic conditions on any simplex channels in use on the incident.

### REVISION HISTORY, APPLICABLE REFERENCES AND NOTES

- Revised 5/31/2022 by Response Council (R. Karrer, N. Bradley & C. Ryan)
- Revised 1/30/2022 by ROC Committee
- References: Tucson Fire Department EOG, CODE RED

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#### 210 INCIDENT SAFETY OFFICER

#### **PURPOSE**

TO PROVIDE OPERATIONAL GUIDELINES FOR THE RESPONSE AND ACTIONS OF THE INCIDENT SAFETY OFFICER (ISO) AT INCIDENT SCENES AND TO DESCRIBE THE ISO'S ROLE AND RESPONSIBILITIES WITHIN ICS

#### **SCOPE**

All Southern Arizona Auto Aid operations personnel, the following procedures are to be utilized when the ISO position is activated at a scene. These procedures in no way diminish the responsibility of each member's commitment to safety

#### RESPONSIBILITIES OF IC

- Use the Standard Risk Management Plan
- Analyze critical fireground factors present at the incident
- Determine a strategy (Offensive or Defensive)
- Establish the Personnel Accountability System
- Provide a standard initial radio report that includes an On-Scene Report and Follow-up
- Establish Initial Rapid Intervention Crew (IRIC)
- Manage incoming resources until incident command is passed to another arriving company officer or command officer.
- Provide for the ongoing safety of all members involved in the incident

### **PROCEDURE**

Incident Safety Officer - Shall meet the requirements specified by NFPA 1521, Standard for Fire Department Safety Officer Professional Qualifications.

Authority of the ISO - At an emergency incident where activities are judged by the ISO to be unsafe or involve an imminent hazard, the ISO shall have the authority to:

- Alter, suspend, or terminate those activities.
- Inform the IC of the actions taken to correct imminent hazards at the emergency scene.
- At an emergency scene where an ISO identifies unsafe conditions, operations, or hazards that do not present an imminent danger, the ISO shall take appropriate action through the incident commander to mitigate or eliminate the unsafe condition, operation, or hazard at the incident scene.

ISO Response Guidelines - A designated ISO shall be on the original dispatch for the following incidents:

- All Full alarms including:
  - Residential and commercial fires
  - o Wildland/urban interface fires
  - o EMS
  - Hazmat
  - o Technical Rescue
  - ARFF

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- Other high-risk incidents including:
  - Vehicle extrications (on initial dispatch)
  - When a medical helicopter is dispatched
  - Extended rescue operations

#### **RESPONSIBILITIES OF THE ISO**

The ISO should be integrated with the incident management system as a member of the command staff.

- Be apprised of the incident action plan and current conditions.
- Ensure that a personnel accountability system is being utilized.
- Don full PPE/SCBA.
- Monitor conditions, activities, and operations to determine whether they fall within the criteria of the SAAARC risk management plan.
- Ensure that the IC establishes an incident scene rehabilitation tactical level management unit during emergency operations.
- Ensure there is an ALS transport available on scene.
- Monitor the scene and report the status of conditions, hazards, and risk to the IC.
- Ensure that established safety zones, collapse zones, hazard zones and other designated hazard areas are communicated to all members present on the scene. Zones should be identified with barrier tape whenever possible.
- Evaluate motor vehicle scene traffic hazards and apparatus placement and take appropriate actions to mitigate hazards.
- Monitor radio transmissions and stay alert to transmission barriers that could result in missed, unclear, or incomplete communication.
- Request upgrades to ISO staffing due to the need, size, complexity, or duration of the incident.
- Actively participate in any accident or injury investigation and after-action reviews.

### Fire Suppression

- Verify there are an appropriate number of appropriately equipped and staffed On-Deck / Rapid Intervention Crews in place for the incident.
- Where fire has involved a building or buildings, the ISO shall advise the IC of hazards, collapse potential, and any fire extension in such building(s).
- The ISO shall evaluate visible smoke and fire conditions and advise the IC on the potential for flashover, backdraft, blow-up, or other fire event that could pose a threat to operating teams.
- The ISO shall monitor the accessibility of entry and egress of structures and the effect it has on the safety of members conducting interior operations.

### **Emergency Medical Service Operations**

• The ISO shall ensure that the incident scene rehabilitation and critical stress management are established as needed at EMS operations, especially mass casualty incidents.

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#### **Hazardous Material Operations**

- The Hazardous Materials Incident Safety Officer shall meet the requirements of NFPA 472, Standard for Professional Competence of Responders to Hazardous Materials Incidents.
- The ISO shall attend strategic and tactical planning sessions and provide input on risk assessment and member safety.
- The ISO shall ensure that a safety briefing, including an incident action plan and an incident safety plan, is developed, and made available to all members on the scene.
- The ISO shall ensure that hot, warm, decontamination, and other zone designations are clearly marked and communicated to all members.
- The ISO shall meet with the IC to determine rehab, accountability, or rapid intervention needs. For long-term operations, the ISO shall ensure that food, hygiene facilities, and any other special needs are provided for members.

### **Special Operations**

- If it is a technical rescue operation, the Technical Rescue Incident Safety Officer shall meet the requirements of NFPA 1670, Standard for Professional Competence of Responders to Technical Rescues.
- The ISO shall attend strategic and tactical planning sessions and provide input on risk assessment and member safety.
- The ISO shall ensure that a safety briefing, including an incident action plan and an incident safety plan, is developed, and made available to all members on the scene.
- The ISO shall meet with the IC to determine rehab, accountability, or rapid intervention needs. For long-term operations, the ISO shall ensure that food, hygiene facilities, and any other special needs are provided for members.

### Establishment of a Safety Section

The need, size and complexity or duration of an incident can necessitate the need for assistant safety officers. In the event this need arises, the ISO shall advise the incident commander of the need for assistant safety officers and the need to establish a Safety Section. The Safety Section will have its own radio frequency assigned and enough additional radios to monitor other active incident radio frequencies.

### Designated On–Scene ISO

Any officer may be designated by command as the on-scene safety officer if it is their primary function.

### REVISION HISTORY, APPLICABLE REFERENCES AND NOTES

- Revised 4/29/2021 by ROC Committee, 07/06/2020, C. Charnoki, 10/16/20 F. Pearce
- References: Northwest Fire District SOP 6201. Tucson Fire Department SOP 204. Phoenix Fire Department Sop 201.05A

### Hernandez, Maggie

From: Robb, Scott

**Sent:** Wednesday, June 15, 2022 3:52 PM

To: All Golder Employees
Subject: Cool Pool Rules Challenge

### Good Afternoon!

We are long overdue on updating our commercials, and this August we will have a new Cool Pool Rules commercial, complete with a TikTok challenge and new in-school curriculum. To keep it in the family, we'd like to use our very own Golder Ranch firefighters, kids and families. If you'd like to be involved, here's the plan:

-Take some video of yourself, or your family and kids enjoying some swim time while following one of the rules. Feel free to get creative. Take some video both with your phone vertical and horizontal, because we can use it on different platforms.

### Rules:

- 1) Have fun
- 2) Walk (don't run) around the pool
- 3) Get out of the pool when there's lightning
- 4) Protect your skin from the sun
- 5) Don't ever swim unsupervised
- 6) Don't jump in and rescue your friend, but Call 911. That pertains to kids. If you're an adult I fully expect you to hop in and save your child.
- 7) If you want to add another important rule go for it!
- -If you'd like to have your kids or crews do any lip syncing to the song, here is a link below. I have already received unsolicited footage of a PFF singing the Cool Pool Rules...and it's fantastic!

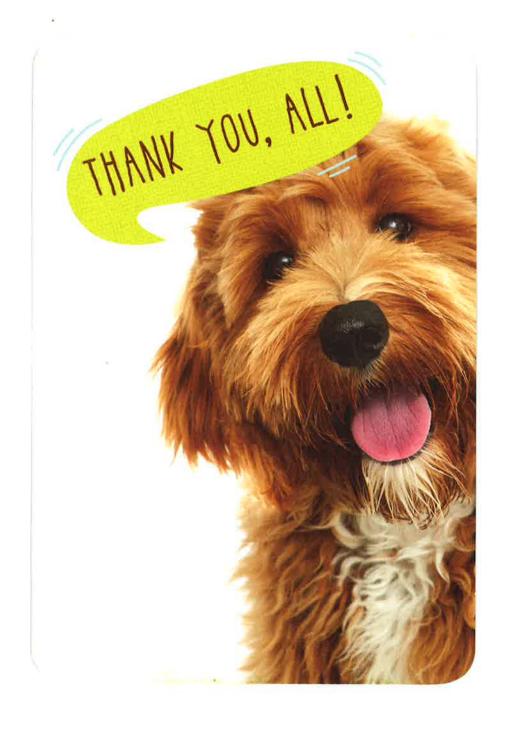
### https://youtu.be/qL69mRiuonI

-5-15 second clips are ideal in this day and age. Text or airdrop the videos to me @520-488-2199 and I'll compile them with our new advertising team.

If needed, I will also be looking for someone to share their home pool with us to shoot extra footage.

Thanks in advance for your participation and I can't wait to see what you come up with!

Scott







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Orch again you Came to Galer Alscue. So Thank ful far your crow, at ways patienes, compassionate when we are frekingaut. So Kappy we line here and can count on you to Come and fant us. Marry blessings come to you all. warm thoughts



June 9, 2022

Fire Chief Randy Karrer, Golder Ranch Fire District 3885 E Golder Ranch Dr Tucson AZ 85739

Dear Chief Karrer,

your crews in Engine 379, PM 381 and CAP member McAlees came to my house

I noticed that your team members all demonstrated the highest level of care and consideration to her. For that behavior on their part, I am so very grateful. They and you should be proud of their work under difficult circumstances.

THE RESERVE OF THE RE



## GOLDER RANCH FIRE DISTRICT BOARD COMMUNICATION MEMORANDUM

10:	Governing Board					
FROM:	Pat Abel, Assistant Chief					
DATE:	July 19, 2022					
SUBJECT:	PLANNING ASSISTANT CHIEF'S REPORT					
ITEM #:	7B					
REQUIRED ACTIO	N:	□ Discussion Only	Formal Motion	Resolution		
RECOMMENDED	ACTION:	Approve	Conditional Approval	Deny		
SUPPORTED BY:		Staff	Fire Chief	Legal Review		
BACKGROUND						
This allows for the logistics/planning assistant chief to provide updates to the governing board on the following areas:						
<ul> <li>Assistant Chief's Activities</li> <li>Planning</li> <li>Logistics</li> <li>Facilities Maintenance</li> <li>Fleet</li> <li>Supply</li> <li>Fire and Life Safety</li> </ul>						
RECOMMENDED MOTION						
No motion is necessary for this agenda item.						



## ASSISTANT CHIEF'S REPORT

Logistics & Planning – Patrick Abel

June 2022

### Assistant Chief's Activities for the Month

### Meetings Attended and General Information

- The chiefs and I participated in the Fire Chief's weekly command staff meetings.
- I participated in the monthly Fire Chief's status meeting with all managers and division chiefs.
- Planning and Logistics Facilities Maintenance, Fleet, Fire Supply, and Fire & Life Safety have continued to meet regularly and we successfully closed out all projects and purchases related to the fiscal year 2021-2022 budget.
- I continued to serve on the Impact of Southern AZ Board.
- I continued to coordinate with the Arizona Fire Chiefs Association (AFCA) on Statewide Mutual Aid progress, upcoming Arizona Fire Chief's conference planning, expo show, and selection process for Fire Chief of the Year and Lifetime Achievement awards. The AFCA Conference is July 12-15 in Glendale, AZ. Many of the command staff members will be attending.
- I continued to serve as a member of the Arizona State LAST (Local Assistance Support Team) team
- I have been attending meetings with Chief Cesarek on the Hanley building (new headquarters) project. Everything is moving forward well.
- Station 374 (Sun City fire station) construction for the decontamination and turnout rooms and other renovations. Items that were identified during our recent punch list walk through at the fire station with the contractor (CORE) and architect (WSM) have been or are still being addressed. The second phase of the concrete project has been completed for the drive and parking areas at the rear of the station. The concrete work looks great and was very much needed. The station 374 crews have continued to be both patient and helpful while this has been going on at their station. The firefighters are excited about the progress and look forward to the completion in the near future. We hope to have the Certificate of Occupancy (C of O) by the board meeting date.
- Station 378 (SaddleBrooke Ranch) As a reminder, we have an auction date of August 2nd for the property for our future SaddleBrooke Ranch fire station (378). My hope is to have the architect (WSM) on board in July so we can start making real headway on the design and construction process to build the new fire station.
- I was on vacation the end of June and first part of July on an Alaskan cruise with my wife. It was a wonderful and enjoyable experience. Chief Cesarek acted up to my position in my

absence. Chief Cesarek did a great job managing the day-to-day operations for Planning and Logistics. I will be out of town during the July board meeting. Chief Cesarek will be standing in for me.

### **Planning**

### Deputy Chief Grant Cesarek

- Assisted with roll out of new pay scale for all personnel in the planning division.
- Discussion with human resources about job descriptions for tech level II positions within the division; facility tech, supply tech, and fleet supply tech.
- Started a monthly logistics/fleet/supply meeting to enhance communication.
- Completed employee review for direct report.
- Attended all required meetings, command staff, leadership, FLS, and logistics.
- Assisted with punch list creation at station 374 and follow up on HVAC and irrigation aspects
  of the project while AC Abel was on vacation.
- Assisted with closing out all pending purchase orders leading to the close of the fiscal year.
- Applied for Tohono O'Odham grant funding to purchase Zoll Autopulse resuscitation systems. The grant is hosted by Tohono O'Odham, spreading a small portion of gambling profits for public safety.

### Headquarters Update

- Attended construction meeting with Lloyd and WSM.
- Provided input on questions associated to construction drawings to assist the construction company with the sub-contractors.
- Interior design sub-contractor completed a complete inventory of all furnishings, including office furniture and workstations.
- Sub-contractors on site, two different days, to get a good view of the project as they created budget proposals, initial pricing schedule available first part of June.
- Continuing to work with the University of Arizona to split the utility connections between the 1600 E. Hanley building and 1580 E. Hanley.
- Chief Cesarek provided a letter of interest to the Foothils Business Park Association to serve on the association's board of directors, voting to occur on August 9, 2022.

### Logistics

Division Chief Michael Price – Logistics/Fleet, Equipment, and Facilities

- Service Desk (within OPIQ) was used for 119 service requests in June:
  - o Fleet: 54 requests

Facilities: 53 requests

o Supply: 12 requests

- Inspection team traveled back to Louisiana to evaluate and inspect five new KME's engines.
- One of the new ambulances has arrived! In service timeline is mid-July.



### Facilities Maintenance

All district facilities have had evap pads installed and are complete. Daily repairs, scheduled preventative maintenance, regular maintenance, and construction projects are ongoing.

### **District Admin Facilities**

Fleet – preventative maintenance sand/oil separator testing

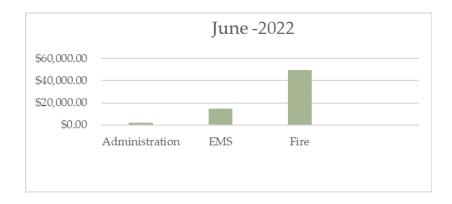
### **District Stations**

- 170 Replaced existing surge arrestor with new 3 phase 150k rated unit
- 340 Repaired make up air unit Training
- 374 Installed stainless steel backsplash in kitchen, painted interior, repaired failed backflow and purchased new storage systems for newly remodeled areas
- 375 Purchased and installed new ice machine
- 379 HVAC repair
- 380 Painted exterior of admin south complex, repaired evap cooler, HVAC repair replacing compressor and control board
- Sand/oil separator testing stations 370, 376 and 377

## Fleet

Monthly vehicle parts costs

- Administration \$1,994.24
- EMS \$15,015.40
- Fire \$49,526.68



### Procurement

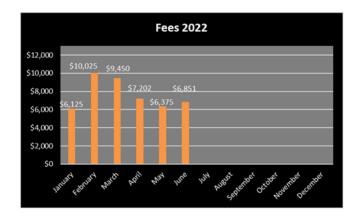
- On-boarding of our new Procurement Supply Specialist Angel Valencia. He is up and running and doing a great job learning the ropes.
- End of FY 21/22 close out of all purchases completed.

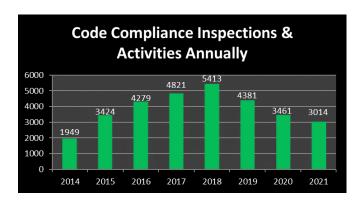
# Fire and Life Safety













Top 3 Inspections	Quantity 🔼
Prevention/re-inspection	152
Residential	46
Commercial	40

ZONE 1	ZONE 2	ZONE 3	ZONE 4
Stations 378, 372, 373, 370, 374	Stations 375, 377	Stations 376, 379	Stations 380
Station 374 Remodel	De sign Center T.I.	Saguaro Aquatics T.I.	Snooze T.I.
1130 W Rancho Vistoso	8454 N Oracle	9260 N Thornydale	7315 N Oracle Ste 161
Splendido Remodel	ROCHE Ammonia Plant	TOV ADA Bathrooms	Canyon Community Bank T.I.
13500 N Rancho Vistoso	1910 E Innovation Park	11000 N La Canada	7981 N Oracle
De sert Palms PT T.I.	ROCHE Building 3 T.I.	Davis Pediatric T.I.	Shell Building L.I.
12142 N Rancho Vistoso	1910 E Innovation Park	10520 N La Canada	7315 N Oracle
Integris RX T.I.	Oro Valley Dental Group T.I.	Fry's T.I.	Sprouts T.I.
12450 N Rancho Vistoso	750 E Pusche View	3770 W Ina	7665 N Orade
Sun City Activity Center T.I.	Basis Administration T.I.	Ridge top Group T.I.	Poolwerx T.I.
1495 E Rancho Vistoso	10134 N Oracle	3580 W Ina	7918 N Oracle
Nicos T.I.	Flex Gymnastics T.I.	Thornwood Care Home	Saffron T.I.
15665 N Lupine	11085 N Oracle	7480 N Thornwood	7607 N Oracle
Chirreon Energy 1.5 Miles West		Overton Self Storage	Dr. Chin Dentistry T.I.
of Oracle/Edwin	10625 N Oracle	2925 W Overton	7520 N Oracle Ste 200
SB The Preserve Fire Alarm	OVPD Generator	Edward Jones T.I.	Tie rra Antigua
66567 E Catalina Hills	1920 E Tangerine	10445 N Oracle Ste 220	7378 N La Cholla
Golder Ranch Vineyard	PRCA MPR	The X Noodle T.I.	AMG Medical Aestetics T.I.
64496 E Edwin	9500 N Oracle	11931 N First Ste 102	7356 N La Cholla
SBHOA2 Mesquite F.A.	PRCA Modulars	Goodwill T.I.	Shell Building
38691 S Mountain View	9500 N Oracle	10560 N La Canada	7490 N Oracle
Dairy Queen T.I.	Linda Vista Luxury Rentals		Casa Linda Apartments T.I.
16054 N Oracle	375 E Linda Vista		699 W Magee
GAP Ministries F.A.	Walmart T.I.		United Urology Medical T.I.
14265 N Sky Hawk	2150 E Tangerine		7470 N Oracle Ste 202
Radiology F.A.	Village Medical T.I.		United Urology Surgical T.I.
2551 W Vistoso Commerce	11591 N First Ave		7470 N Orade Ste 201
Shell Building T.I.	Pima Heart T.I.		Guadalajara Grill T. I.
1826 E Innovation Park	12115 N Oracle Ste 103		7360 N Oracle
	Steam Pump Garage T.I.		Landlord Improvement
	10901 N Oracle		7350 N La Cholla
Who Received Project	Hoppy Vine T.I.		Jeremiah's Ice T.I.
Final Inspection	1215 N Oracle Ste 137		7348 N Oracle
Wild Wellness T. I.			America Vandra America esta
	Aspen Dental T.I.		Arroyo Verdre Apartments
7790 N. Oracle Ste 120	10580 N Oracle Ste 100 Sherwin Williams T.I.		8020 N La Cholla
Flourish Yoga T. I.			Sundown Village Apartment T.I 8215 N Oracle
3605 W Cortaro Farms Ste 115	10605 N Oracle		
TOV Public Works T.I. 680 W Calle Concordia	Shangha Yoga T.I. 1880 W Tangerine Ste 110		Eegee's T.I. 7911 N Orade
Shell Building Fire Alarm	Sola Salon T.I.		Pure Poke 2T.I.
13101 N Oracle Rd.	2040 E Tangerine		7315 N Orade Ste 105
Episcopal Church	NW Urgent Care		Cabali Tiki T.I.
12111 N La Cholla	10568 N Oracle Ste 110		8195 N Orade Ste 125
ROCHE Building 2 T.I.	NW Primary Care		Nest in the Desert T.I.
1910 E Innovation Park	10568 N Oracle Ste 150		7954 N Oracle
1516 E IIIIOVACIOITI AIK	1000011 Oldere Ste 150	l	755411 Olddo

#### Fire Marshal (FM) Akins

- Attended La Posada meeting with TOV staff.
- Presented Managing Code Enforcement for the NWFD Battalion Chief class.
- Completed reviews for the open burn policy and the fire investigations procedure.
- On-site meeting with Catalina restaurant owner to discuss code requirements for a patio addition.
- Completed SCBA training.
- Attended the Organizational Network Analysis class.
- Completed performance evaluations for Inspectors Druke and Hurley.
- Attended the Joint Fire Investigation meeting with NWFD, OVPD, and PCSO.
- Attended the Ground Breaking Ceremony for the Naranja Park Expansion Project.
- Attended multiple meetings with TOV regarding the Naranja Park Expansion.
- Weekly communication with Fairfield Inn regarding fire alarm status of 2nd floor.
- Attended Development Review Committee meetings with TOV and applicants.
- Attended board meetings.
- Attended Fire Chief Status meeting.
- Attended GRFD BC/DC meeting.
- Conducted FLS monthly meeting.

#### Education/Committees/Training Activities

- Deputy Fire Marshals (DFM) Horbarenko, White, and Inspectors Hurley, Helvig, Filener, and Ross completed SCBA training.
- DFM Horbarenko and Inspectors Druke, Hurley, Helvig, Filener, and Ross attended the Joint Fire Investigation meeting with NWFD, OVPD, and PCSO.

#### **GRFD** Fire Investigation

Date	Type of Call	Property Use	Estimated	Estimated	Estimated	Estimated
			Property Loss	Content Loss	Property Save	Content Save
01/18/22	Dumpster Fire	Multi-family Dwelling	\$1,200	\$0	\$0	\$0
01/19/22	Building Fire	Multi-family Dwelling	\$14,659	\$25,653	\$718,289	\$340,821
02/16/22	House Fire	One-Two Family Dwelling	\$210,950	\$105,475	\$0	\$117,030
03/05/22	Building Fire	One-Two Family Dwelling	\$35,250	\$17,625	\$317,251	\$158,626
03/28/22	Mobile Home Fire	One-Two Family Dwelling	\$15,000	\$6,750	\$0	\$0
04/01/22	Mobile Home Fire	One-Two Family Dwelling	\$25,000	\$30,000	\$0	\$0
05/04/22	House Fire	One-Two Family Dwelling	\$259,738	\$116,882	\$0	\$12,987
05/07/22	House Fire	One-Two Family Dwelling	\$71,183	\$32,356	\$144,523	\$75,497
05/08/22	House Fire	One-Two Family Dwelling	\$2,490	\$1,245	\$246,487	\$123,244
06/18/22	House Fire	One-Two Family Dwelling	\$428,169	\$214,085	\$0	\$0
06/26/22	Vehicle Fire	Vacant Lot	\$20,000	\$10,000	\$80,000	\$0
		TÖTAL	\$1,083,639	\$560,071	\$1,506,550	\$828,205

- On June 14, 2022 a house fire was reported in the Northwest Fire District.
  - o GRFD assisted with the fire investigation
- On June 15, 2022 a building fire was reported in the Northwest Fire District.
  - o GRFD assisted with the fire investigation
- On June 18, 2022 a house fire was reported in the Golder Ranch Fire District.
  - o The area of origin was on the rear patio of the house
  - The ignition source was a barbeque grill that was left on and the first items ignited were the structural components of the exterior wall
  - This fire is classified as unintentional



- On June 20, 2022, a building fire was reported in the Northwest Fire District.
  - o GRFD assisted with the fire investigation
- On June 26, 2022, a vehicle fire was reported in the Golder Ranch Fire District.
  - This fire involved a commercial moving truck
  - The area of origin was in the passenger's compartment
  - o A potential ignition device was found and collected as evidence to be tested
  - The investigation was turned over to MPD
  - This fire is classified as intentional



- On June 27, 2022, a house fire was reported in the Northwest Fire District.
  - o GRFD assisted with the fire investigation

Fire investigation response statistics for fiscal year 2021/2022:

Northwest Fire	Golder Ranch Fire	Rincon Valley Fire
57	23	5

### Can you spot the violation?



### Answer to last month:



**Answer:** Paint is not permitted on fire sprinkler unless by the manufacturer. Fire sprinkler shall be replaced with new listed fire sprinkler.

2019 NFPA 13 Section 16.2.3. Painting

# GOLDER RANCH FIRE DISTRICT BOARD COMMUNICATION MEMORANDUM

TO:	Governing Board					
FROM:	Tom Brandhuber, Assistant Chief					
DATE:	July 19, 20	)22				
SUBJECT:	ESSENTIA	L SERVICES ASSISTANT	Γ CHIEF'S REPORT			
ITEM #:	7C					
REQUIRED ACTIO	N:	Discussion Only	Formal Motion	Resolution		
RECOMMENDED	ACTION:	Approve	Conditional Approval	Deny		
SUPPORTED BY:		Staff	Fire Chief	Legal Review		
BACKGROUND						
BACKGROUND  This allows for the business/personnel assistant chief to provide updates to the governing board on the following areas:  Assistant Chief's Activities Essential Services Board Services Finance Human Resources Information Technology (IT)						
<ul><li>Board</li><li>Financ</li><li>Huma</li></ul>	Services ce n Resource	s es				
<ul><li>Board</li><li>Financ</li><li>Huma</li></ul>	Services ce n Resource nation Tech	s es				



# ASSISTANT CHIEF'S REPORT

Essential Services – Tom Brandhuber

*June* 2022



## Assistant Chief's Activities for the Month

- Attended Chief Karrer's direct reports meetings
- Attended quarterly Southeastern EMS Council (SAEMS) meeting
- Attended Leadership meeting
- Held quarterly Pima EMS Council (PEMS) meeting
- Held direct reports meeting with my staff
- Held Arizona Ambulance Association (AzAA) monthly meeting
- Instructed at the Battalion Chiefs prep course "inter-governmental relations"
- Submitted my Chief Officer Accreditation Package to the Center for Public Safety Excellence (CPSE)

Special thanks to the HR, Finance team, and Division Chief Eric Perry for all their hard work in making the transition to Paycom so smooth. A job very well done!

# <u>Strategic task for Work Plan Objective 1.4</u>: Embrace the principles of continuous improvement, as identified within the Center for Public Safety Excellence (CPSE) Accreditation Process

- 1. Community Risk Assessment Standards of Cover Project:
  - a) All Risk Assessments were completed Moving to Standards of Cover phase of project.
  - b) We have determined an issue with the data our analytics software was set up to provide. We are rectifying the problem; however, this will take three months. Due to this, our CRA-SOC completion date has been pushed back to approximately September.
  - c) I am working with a GIS graduate student on the maps for this project. His name is Danny Lawlor, and he is utilizing this project as his final capstone to receive his masters' degree in GIS. Mr. Lawlor has completed his portion of the project and done a great job.

#### 2. ISO upgrade project:

- a) Working with Operations to improve our NFPA 1710-time compliance turnout times and travel times for structure fire type calls.
  - i. These will be presented in the Strategic plan update to the board. BC's and crews have done a great job improving turnout times.

# <u>Strategic task for Work Plan Objective 4.1:</u> Standardize District updates and ensure accountability for sharing/participating as appropriate.

- 1. Work Process Improvements projects
  - a) Goals
    - i. Repeatable workflows based on position rather than people.
    - ii. Standardize and formalize workflows so we do not operate on tribal knowledge.
    - iii. Automate as much as possible.
  - b) Job Responsibility Mapping project
    - i. This project aims to map responsibilities throughout the organization and redistribute them by position.
    - ii. When a person moves to a new position, they do not retain previous duties or responsibilities because they have the knowledge. Responsibilities remain with the position.
    - iii. Rough draft map developed, currently on hold due to focus on CRA-SOC.
- 2. Lexipol Policy Adoption
  - a) Policies in progress
    - i. Battalion Chief Assignment and Management Policy July board meeting.
    - ii. Drug and Alcohol-Free Workplace Policy and associated Drug/Alcohol testing procedure July board meeting.
    - iii. Employee Leave Paid and Unpaid in approval

- iv. Reporting for duty policy in approval
- b) General Project status
  - i. Captain Paddock continues to do a great job on light duty. I am doing my best to convince him to stay, but I think it's falling on deaf ears.

### **Other Projects:**

Paycom implementation

- 1. Initial implementation is almost complete.
- 2. I have heard good feedback about the usability of the software.
- 3. Future work will include fine tuning personnel action forms, automating submissions to educational reimbursements, utilizing the system for electronic performance appraisals, and for performance documentation/disciplinary documentation.

### **Board Services**

Meetings, Trainings, and Activities for the Month

- The Board Services/HR team met for weekly staff meetings as scheduling allowed.
- We held the monthly regular board meeting and a special board meeting.
- Board Services Specialist Hernandez attended the monthly Leadership Team meeting. HR
  Manager Delong, Chief Perry, and Captain Paddock (light duty) also attended to assist with
  review of a policy.
- Board Services Specialist Hernandez assisted in training our new Administrative Assistant,
   Freddy Rodriguez. She also took him around the campus on a quick tour of Fleet, Logistics,
   Professional Development, EMS, and station 370.
- 53 sets of fingerprints were taken at the front desk in June. Administrative Assistant Rodriguez has taken over that duty.

Public Safety Personnel Retirement System (PSPRS)

There was no PSPRS meeting held in June.

#### Records

 Records Specialist (RS) Ortiz responded to 20 records requests for the month of June. The breakdown is as follows:

Environmental Reports	7
Outstanding Code Violations/Inspection Report	1
Fire Reports	1
Incident Reports	3
Medical Records	8
Other - Commercial	-

- Tuesday June 21 through Thursday June 23, 2022 RS Ortiz attended her second Arizona Municipal Clerk Association (AMCA) Academy. The class is overseen by Arizona State University (ASU) and curriculum requirements are established by the International Institute of Municipal Clerk's (IIMC). Points from the class are accumulated to earn the esteemed accreditation of Master's Municipal Clerk (MMC). The sessions of the Academy included: Leading High Performance Teams, Managing Projects in an Operational World, Developing Followership Skills, Ethics, Continuous Improvement and Stress Management in Your Work Environment. The class 'Leading High Performance Teams' was taught by Chrys Davis, a former firefighter from the City of Glendale and a consultant for the Center for Executive Excellence. The main theme of the session was that high performance teams communicate effectively to perform efficiently by keeping a balance between character development and skills such as knowledge, experience and communication. 'Managing Projects in an Operational World' was taught by two women that help groups complete projects at ASU. The instructors taught those interested in project management enterprise that through communication, connecting and growing they can ultimately strengthen interdisciplinary relationships while streamlining and improving project management processes. The 'Ethics' session was very interesting and was taught by Kim Humphrey a retired Phoenix PD commander who worked for the department for 32 years. His command of the precinct included hiring, recruitment, Public Affairs, Internal Affairs and Communications. He also served on the Executive Director of the Arizona Regional Community Policing Institute. Mr. Humphrey gave guidance on how to make ethical decisions in difficult situations and used his experience as Internal Affairs at Phoenix PD as an example. Amanda Freement taught 'Continuous Improvement' and how to identify what tools to use, such as the A3 Problem Solving Tool, a Fishbone Diagram, Impact Effort Matrix, Process Mapping and the RACI Matrix to make continuous improvement in teams. The last class of the academy was 'Stress Management in Your Work Environment' taught by Denise Beagley. Denise is the Manager of Clinical Initiatives and Training at ASU. She served as adjunct faculty for the Arizona Administrative Office of Courts in the areas of motivational interviewing, compassion fatigue and understanding psychiatric disorders. She has 18 years experience in co-occurring disorders, psychiatric disorders, suicide prevention, compassion fatigue and stress management. Denise is a subject matter expert in her field and at the beginning of the year Chief Karrer had her teach a class for the GRFD Peer Support Team. Denise explained Cumulative Career Traumatic Stress (CCTS) how identify signs physically, emotionally and behaviorally and how to take care of oneself through self-compassion. The Academy was extremely informative, the information was pertinent and will be useful in the future.
- There is a sub group of the Arizona Fire Chiefs Association (AFCA) called Arizona Fire Service Administrative Professionals (AFSAP). It is comprised of administrative professionals across Arizona and supports each other through networking. AFSAP's main networking resource is a

listserv where a person can email a question and anyone who knows the answer can respond. The listserv consists of a list of emails, however, it does not contain detailed information about each member. RS Ortiz decided it would benefit the group to have a spreadsheet that lists the name of the member of the organization, the agency they work for, the department they work for within the organization and/or work duties they perform. This would allow members to contact another member, with knowledge in a certain area, with questions they would not want to distribute on the state-wide listery. RS Ortiz is working on the spreadsheet and hopes to distribute the first draft the first week of July. She believes it will be a great resource for administrative personnel not just within GRFD but statewide.

• NFIRS 2021 annual count totals were due by June 30, 2022. RS Ortiz submits these totals on a monthly basis and corrects any errors that the NFIRS site identifies. For 2021, GRFD submitted a total of 15,691 calls and had a remaining 44 errors. The past year FEMA established higher standards for submissions. As a result, the majority of the errors were caused by software issues. Zoll, GRFD's software program for collecting call totals and information had to make changes in the software to meet the guidelines. In May, IT did a software upgrade to a newer version to adopt these changes. The upgrade helped correct some errors but not many. RS Ortiz worked with Captain Paddock one day to see how many non-software errors they could correct. Zoll realized their customers were still experiencing NFIRS errors when submitting their data to the U.S. Fire Administration. As a result, they created patches, however this meant that IT had to complete another software upgrade. At the end of June, IT conducted another software upgrade. Unfortunately, NFIRS was experiencing technical difficulties on their site however, fortunately, they extended the deadline for the 2021 count totals to August 1st. RS Ortiz hopes to correct more errors with the one month extension.

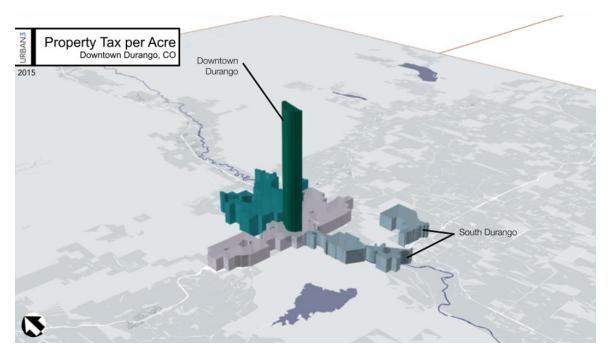
That's all for this month, I hope the Board has a great summer!

	Monthly Re	cords Request T	otais b	y Categ	ory		
Outstanding Code Violations/ Fire Incident Medical							
Month	Environmental	Inspection Report	Report	Report	Report	Other	
July 2021	1	0	0	2	9	0	
August 2021	5	1	1	2	13	1	
September 2021	4	1	2	0	13	0	
October 2021	1	4	3	2	6	0	
November 2021	1	2	2	1	7	0	
December 2021	4	1	0	1	14	1	
January 2022	1	0	0	0	17	2	
February 2022	1	0	2	3	21	2	
March 2022	3	0	3	1	13	1	
April 2022	1	0	2	1	8	1	
May 2022	1	0	3	4	7	2	
June 2022	7	1	1	3	8	0	
TOTALS	30	10	19	20	136	10	

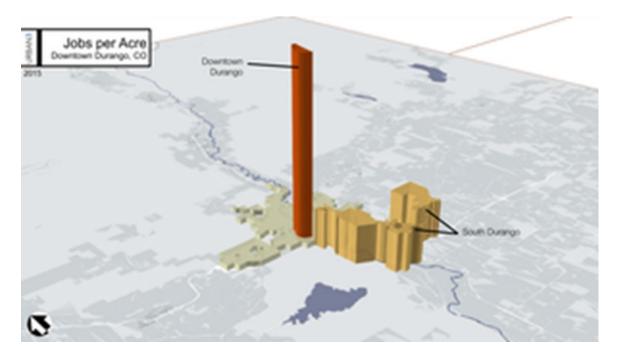
## Finance Report

### **Visualizing Data**

With the hiring of the new Budget Analyst position, one of the goals I hope to achieve will be a more robust data analysis model of the district's response metrics. Overlaying various types of correlating and non-correlating data can be useful in informing decisions made at all levels in the organization. One such example is overlaying revenues per acre into a three-dimensional model. This visual representation can show where the highest concentration of property tax revenues in the District. In the example below, the property taxes for Durango, CO had the highest concentration in the downtown area. For property taxes, the star of the show is unquestionably the downtown area.



However, when the same map is shown for Jobs Per Acre, South Durango is the clear winner.



These data points can be used to inform a variety of public policy decisions such as determining where to concentrate public services, or where to encourage economic development. For GRFD, the data can be useful for understanding the correlation between emergency service usage and the property tax base upon which the services are provided.

#### **Human Resources**

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

#### Recruitments

- External/Internal:
  - o Billing Specialist
  - Budget Analyst
- Future Upcoming:
  - o Community Relations
  - o Fire Chief

<u>Update:</u> On Thursday, July 6, Allison had a kick off call with Mosaic, Bryan and Greg, to determine first steps. Mosaic provided the initial recruitment information request, Allison will begin gathering the requested items. Following this, Allison will begin coordinating meetings with stakeholders and Mosaic.

- Recruit Firefighter news and updates: 28 Job Offers Accepted!
  - o Professional Development and HR completed the Recruit Firefighter process. This was a new process, which went very well, and received positive feedback from all levels of the organization. The suppression/union members were engaged as well and very supportive. We provided 28 job offers, all were accepted with gratitude and excitement.

**New Hires:** Welcome to our new hire:

Rebecca Steinnecker, GIS Analyst – June 27

#### **Future New Hire:**

Alec Kramarczyk, IT Specialist – July 25

### **Congratulations!**

HR would like to congratulate Chief Karrer on receiving the Bob Weber Lifetime Achievement Award. This is a great way to help celebrate his career of servant leadership. We're proud of you Chief Karrer!

#### **Celebration:**

HR would like to celebrate the 5th anniversary of the consolidation between Mountain Vista Fire District and Golder Ranch Fire District. The consolidation brought us amazing people and expanded Golder's family!

### **Projects**

- HR participated in the Captains Promotional Training Classes. This was a great opportunity to spend time with our talented team members, provide training, and answer all their HR questions, in support of their future success. We wish all the candidates the best as they move forward.
- Market Increases from salary survey: effective 7/11
- Benefits Open Enrollment: completed successfully by 7/1
  - HR is closing open enrollment, ensuring that all insurance lines are up to date and enrollments are correct.
- Paycom Implementation (replacing ADP):
  - First paycheck out of Paycom completed 7/1
  - Paycom is fully implemented. A few implementation training items remain for the Finance/HR/Essential Services team members.
- Coordinating with Fleet to update job descriptions to support future career growth
- Job Descriptions being moved to Procedure Handbook in Lexipol
- New Performance Evaluation committee
  - Evaluating performance evaluation options
  - o 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 and thank you for being such amazing team members!



GRFD Emp	loyee Years of	Service Recog	nition - July
Last Name	First Name	Date of Hire	Years Of Service
Abel	Patrick	07/20/1988	34
Horbarenko	Steven	07/08/1999	23
Gary	Matthew	07/23/2001	21
Miller	Ryan	07/23/2001	21
North	Jeremy	07/23/2001	21
Robb	Scott	07/23/2001	21
Valenzuela	Stefani	07/23/2001	21
Waldorf	Michael	07/23/2001	21
Jarrold	Adam	07/21/2003	19
Ryan	Colin	07/21/2003	19
Santacruz	Rodolfo	07/21/2003	19
Schulzkump	Randall	07/21/2003	19
Cavaletto	Christopher	07/25/2005	17
Foster	Shawn	07/25/2005	17
Jenkins	Kimberly	07/25/2005	17
Schobel	Gary	07/25/2005	17
Seegmiller	Michael	07/25/2005	17
Unger	Kyle	07/25/2005	17
Espinoza	Carol	07/31/2006	16
Daily	Michael	07/01/2015	7
Morales-German	Rajiv	07/01/2015	7
Ahumada	Jose	07/20/2017	5
Bigelow	Thomas	07/20/2017	5
Buda	Chad	07/20/2017	5
Burgle	Keith	07/20/2017	5
Charnoki	Christopher	07/20/2017	5
Citro III	Anthony	07/20/2017	5
Crain	Michael	07/20/2017	5
Dawkins	Christopher	07/20/2017	5
Foster	Candace	07/20/2017	5
Garcia	Samuel	07/20/2017	5
Gerl	Francis	07/20/2017	5
Glover	James	07/20/2017	5
Graham	Chad	07/20/2017	5
Hastings	Adam	07/20/2017	5
Hatfield	Andrew	07/20/2017	5
Jones	Benjamin	07/20/2017	5
Kassulke	Jacob	07/20/2017	5
Kintner	Peter	07/20/2017	5
Kukahiko	Vincent	07/20/2017	5
Lominac	Zach	07/20/2017	5
Ludewig	Graham	07/20/2017	5
Lushbaugh	Keith	07/20/2017	5
McMurrich	Justin	07/20/2017	5
Melen	Eric	07/20/2017	5
Pacheco	Andrew	07/20/2017	5

Perry	Eric	07/20/2017	5
Pettit	Glenn	07/20/2017	5
Price	Michael	07/20/2017	5
Ramos	Nancy	07/20/2017	5
Rutherford	Tony	07/20/2017	5
Sanchez	Dean	07/20/2017	5
Sather	Ryan	07/20/2017	5
Schoepf	Sam	07/20/2017	5
Selsor	Michael	07/20/2017	5
Sicurello	Sean	07/20/2017	5
Smith	Andrew	07/20/2017	5
Taylor	Jason	07/20/2017	5
Torres	Felipe	07/20/2017	5
Wenzel	Sheri	07/20/2017	5
White	Bradley	07/20/2017	5
White	Steve	07/20/2017	5
Young	Mitchell	07/20/2017	5
McDade	Michael	07/09/2018	4
Baron	John	07/22/2019	3
Bradshaw	Logan	07/22/2019	3
Brandon	Daniel	07/22/2019	3
Cameron	Alec	07/22/2019	3
Cruz Miranda	Sabas	07/22/2019	3
Del Percio	Tim	07/22/2019	3
Dominguez	Adrian	07/22/2019	3
Flagello	Giorgi	07/22/2019	3
Hansen	Matt	07/22/2019	3
House	Eric	07/22/2019	3
Kolt	Molly	07/22/2019	3
Kreitner	Ryan	07/22/2019	3
Madsen	Brian	07/22/2019	3
Manzo Rubalcaba	Idelfonso	07/22/2019	3
Metzger	Debra	07/09/2018	3
Milligan	Kyle	07/22/2019	3
Moran	Paxton	07/22/2019	3
Powell	Cade	07/22/2019	3
Wellman	Cory	07/22/2019	3
Yankovich	Samuel	07/22/2019	3
Zuniga	Jose	07/22/2019	3

# Information Technology (IT)

The 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.
- FireRMS 5.09 HOTFIX Recently we were informed that the National Fire Incident Reporting System (NFIRS) had made some drastic changes to its requirements, and these changes had a major impact on all agencies that use the Zoll program to not be able to export data to the National Fire Incident Reporting System (NFIRS). IT was given an extremely short deadline to perform this upgrade. The IT Team was able to fully test this upgrade on their development environment and was able to push this upgrade out not only to GRFD but also to AVFD, TPFD, and RVFD in just two weeks and make it just in time for the deadline.
- Health Information Exchange (HIE) IT successfully implemented Health Information Exchange (HIE) on 7/11/2022. All Golder employees were assigned a TargetSolutions, where they learned what Health Information Exchange (HIE) is and what benefits it brings to this District. The suppression team has also gone through training on how this will be applied to their daily duties. Health Current is the health information exchange (HIE) that helps partners transform care by bringing together communities and information across Arizona. The HIE provides secure access to patient health information as well as the secure exchange of patient health information between the HIE and its participating organizations and providers. More complete information is more meaningful and leads to better care and better outcomes. It makes healthcare transformation possible. They are Arizona's primary resource for information technology and exchange, integrating the information with the delivery of care to improve the health and wellbeing of individuals and communities. Core HIE Components: Core technical components that form the backbone of the HIE and support the transfer of patient information include the following:

Master Patient Index – A database that maintains a unique index (or identifier) for every patient whose information has been received by the HIE.

Integration Engine – The Mirth Connect Integration Engine enables unidirectional and bidirectional interfaces, query-response interactions with eHealth Exchange, and distribution of machine-readable Alerts and Notifications. This toolset also provides the capabilities to edit and transform data, map data to national standard code sets, and map data between differing formats.

Clinical Data Repository – A comprehensive database that houses all patient demographic and clinical information, all entity and individual user identity information, and maintains all individual data transactions received by the HIE in their original format with their original content.

- I am very happy to introduce the new IT Geographic Information System (GIS) Analyst Becky Steinnecker. She will create, manages, analyzes, and map/data for the district. Attached is a short intro from Becky:
  - My name is Rebecca Steinnecker; I go by Becky. I was born and raised in northern Kentucky not far from Cincinnati. I have held various jobs and enjoy learning new things. Some of my favorites were being a zookeeper at the Cincinnati Zoo and working at Keebler with all the elves (and cookies)! My schooling is in geography and biology, and I have spent over 20 years in GIS. I enjoy spending time with my family and friends in hiking, gaming, cooking and canning, and exploring new places (to name a few!).

The 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 and new inspectors.
- Deployed door lock software and server, and created a sync with the test doors that are at Hanley. This new system is in the testing phase and will provide the framework to centrally manage all Golder Ranch Facilities locks.
- Deployed 5 Wildland iPads that will be used to standardize over to Office 365.
- They have also been preparing a new image for upcoming academy laptops
- Deployed new FireRMS 5.11 for Golder, Rincon, Avra, and Tdistrictsts fire district.
- We are continuing the deployment of our new in-vehicle cellular router the Sierra MP70. The Sierra MP70 is a high-performance vehicle router mainly used in public safety, transit, and field services. It offers high power, long-range Wi-Fi. Its download and upload speeds are much faster than the current standard of cradle points. The programming also includes the Wi-Fi set up so that the suppression staff may keep a wireless connection on their ePCR tablets when needed. We are partnering with the fleet department (as they take care of the installation) to verify that the Sierra MP70 and MDT are running as expected.



# STRATEGIC PLAN UPDATE



**Goal 1: Agency Governance** and Administration

Objective 1.1: More education, coordination, and buy in with stakeholders.

- Formalized leadership meetings
- Shark tank

Objective 1.2: Recruit highly qualified employees for openings during next 3 years.

- Battalion Chief Progress
- Captain Progress
- Engineer Progress
- Firefighter Progress
- Non-uniformed Progress

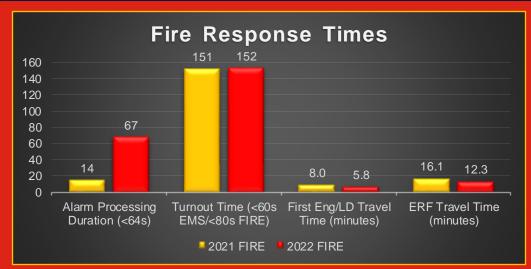
Objective 1.3: Refresh performance appraisals

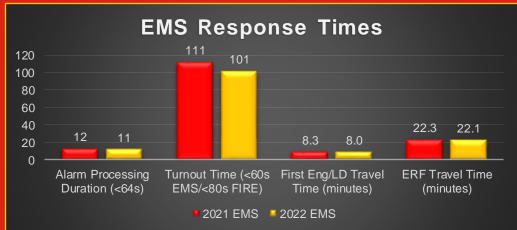
- Currently researching methods
- Will utilize Paycom to automate

# **Goal 1: Agency Governance** and Administration

Objective 1.4: Continuous improvement through CPSE accreditation

- Registered agency Nov 2021
- Accreditation timeline mid-2023
- Accreditation Mgr completed all requirements
- Closely monitoring response times



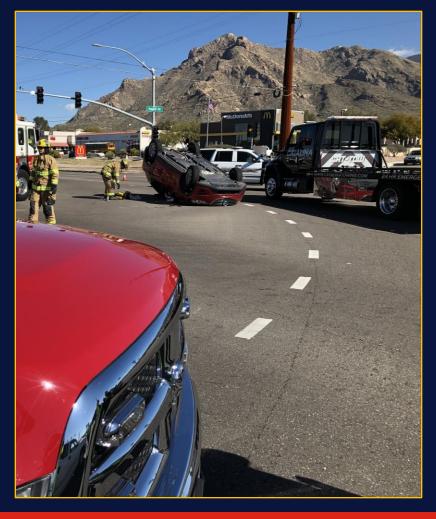


# **Goal 1: Agency Governance and Administration**

Objective 1.5: Engage in legislative process for AZ Fire Service Initiatives

- PSPRS liability reduction through sale of COP bonds interest 7.3% down to 2.56%
- Arizona FF Cancer Bill SB1451 signed into law 4/15/2021
- Securis Insurance Pool set up with multiple Fire Districts for Workers Comp Insurance





# **Goal 2: Professional Development**

Objective 2.1: Career development plan for all employees

- Promotional processes now on 2-year rotation vs as needed.
- Researching courses for non-uniformed employees.

Objective 2.2: Coordinate to train/share resources with public/private utility companies and other.

- Traffic Incident Management course with Catalina Towing
- Shift friendly July 28/29

# **Goal 3: Operations**

Objective 3.1: Strengthen relationships with LEO partners

No notable progress

Objective 3.2: Improve relationships with 911 center

- Captain Adam Lundeberg staffed in comm with counterparts from TFD/NWFD
- 4 more personnel trained/equipped to provide coverage
- Exploring viability of website application to bypass 911 for service calls.



# **Goal 4: Life Safety Services/Community Risk Reduction**



Objective 4.1: Enhance communication with life safety services

- FLS instituted The Compliance Engine (TCE)
  - Allows Inspectors to see at a glance any business out of compliance
- Community Risk Assessment
  - Standards of Cover
    - Risk assessments complete
    - Standards of cover September/October

# **Goal 5: Emergency Management**



Objective 5.1: Meet minimum emergency mgmt regulatory standards
Objective 5.2: Disaster preparedness training

Chief Muscarella in process setting up meetings with area EOC's to discuss.

- TOV
- Pima County
- Pinal County

# **Goal 6:** Public Education



Objective 6.1: Build on existing communication channels

- Community Relations Coordinator End of July
- Public Educator August/September
- Marketing growth statistics since January 1, 2022

2022	Q1	Q2	% Change
Online	10561102	13475888	27.6%
TV	506950	528847	4.32%
FB Reach	30683	41949	36.72%
FB Likes	Unk	5788	NA
IG Reach	3975	4097	3.07%
IG Follows	Unk	1787	NA

# **Goal 6: Public Relations**

Objective 6.2: Target seniors, youth and public education

- Chief Robb met with Cox cable
  - Commercial targeting slips, trips, and falls for seniors will be coming out in October
  - Filming new Cool Pool Rules commercial
  - Focus on digital streaming to access more of the youth







PTSD, Suicide, and Despair: The Silent Perils of Being a Firefighter

The most dangerous part of the job can come when firefighters are off the clock.

# **Goal 7: Health and Wellness**

Objective 7.1: Comprehensive health, safety, and wellness programs

- NFORS Exposure Tracking module will prepopulate with names and calls
- Exploring possibility of psych checkup during annual physicals
- Programs embedded in Academy
- Peer Support Team clinical oversight



Fire Fighter Cancer Awareness Month

Cancer is the most dangerous under-recognized threat to the health and safety to our nation's fire fighters. It is the #1 cause of fire fighter line-of-duty deaths.

Fire Fighter Cancer Awareness Month is brought to you by the International Association of Fire Fighters and the Firefighter Cancer Support Network.

# **Goal 8: Logistics**

Objective 8.1: Safety and Efficiency in fleet maintenance shop

- Monthly zoom meetings to enhance and streamline
- Clear expectations for service tickets/response
- Shop survey in draft with rollout planned this month
- Exploring OpIQ for better tracking of OOS hours.
- On-boarded Mike McDade as safety officer.
- Goal to have formal safety plan by 12/22



# Questions?



# GOLDER RANCH FIRE DISTRICT BOARD COMMUNICATION MEMORANDUM

TO:	Governing	g Board				
FROM:	Scott Robb, Assistant Chief					
DATE:	July 19, 2022					
SUBJECT:	EMERGEN REPORT	ICY RESPONSE/PROFE	SSIONAL DEVELOPMENT AS	SISTANT CHIEF'S		
ITEM #:	7D					
REQUIRED ACTIO	N:	Discussion Only	Formal Motion	Resolution		
RECOMMENDED	ACTION:	Approve	Conditional Approval	Deny		
SUPPORTED BY:		Staff	Fire Chief	Legal Review		
BACKGROUND						
<ul> <li>Assista</li> <li>Emerg</li> <li>Profes</li> <li>Health</li> <li>Wildla</li> <li>Honor</li> <li>Specia</li> </ul>	Fhis allows for the operations assistant chief to provide updates to the governing board on the following areas:  Assistant Chief's Activities Emergency Response Professional Development Health and Safety Wildland					

# No motion is necessary for this agenda item.



# ASSISTANT CHIEF'S REPORT

Emergency/Life Safety Services – Scott Robb

*June* 2022



#### **EMS**

Community Integrated Healthcare Program (CIHP)

• No new patients added to the program.

### **EMS Training**

- EMS Division continues to assist with the Fire Captains Academy when needed.
- EMS Division is working with the EC's on building October's EMS continuing education (CE).

#### Other Items of Interest

- EMS Division has selected (4) personnel to be sponsored at the 2022 Regional Trauma Conference here in Tucson, Az. Ref. reg. memo <a href="Sponsorship for 2022 Southwest Regional Trauma Conference">Sponsorship for 2022 Southwest Regional Trauma Conference</a>.
- Zoll-EPCR Workgroup continued to work towards streamlining our patient reporting.
- Continued work on GRFD's O2 replacement program.
- GRFD has been awarded its CON renewal by AzDHS
- The Hospital Information Exchange (HIE) program training has been sent out to all GRFD personnel via Vector Solutions and will go live on July 1, 2022. HIE is a HIPAA-compliant secure email system that facilitates an easy and secure exchange of patient information between providers, care team members and healthcare facilities.

• The EMS Division has received a new ambulance with the hopes of placing it in service in early July.

#### 2022 Cohort Paramedic Program

- Public Safety and Emergency Service Institute (PSESI) and Pima Community College (PCC)
   are preparing for another "Shift Friendly" Paramedic Program to begin in July 2022
- GRFD announced it will support individuals who successfully complete PCC's competitive process. reference reg. memo <u>Shift Friendly Paramedic Program</u>
  - o (4) personnel are currently in the testing process
  - o (4) personnel have been selected and earned a seat through the competitive process

#### 22-01 40-Hour Paramedic Program

- (4) students from GRFD
- The students are at the halfway point of completion.
- All students are in good spirits and doing well
- Students are actively completing their vehicular and clinical hours
- Program ends September TBD

### 22-02 40-Hour Paramedic Program

- Reg. Memo to all suppression <u>40 Hour Paramedic Class</u>
- Written is scheduled for July 13, 2022
- September Start

#### **EMS** Team

- Emergency Department wait times have crept up we are staying in tight communication and working with hospital liaisons to find efficient ways of maintaining quick patient transfers
- Continued collaboration with all hospital partners and EMS agencies
- The Paramedic Task Book has been updated to a new version ref. reg. memo <u>Paramedic Task</u>
   <u>Book</u>
- EMS Division will be adding (5) AREST train the trainers to GRFD's bench depth on July 13, 2022
- The scheduled AREST Train the Trainer class will include OVPD, who will also be adding AREST instructors to their organization under GRFD's Training Center.
- Continued collaboration with Professional Development to build scenario for upcoming Captains testing.
- Zoll AutoPulse Resuscitation System which is a simple battery-operated device that squeezes
  the patient's entire chest circumference, enabling improved blood flow to the entire heart and
  brain during cardiac arrest resuscitation has been purchased and should be arriving soon.

- Improved communication across all three shifts with EC talking points. These talking points allow the on duty EC's and Admin EC's to spread the same message to all three shifts in real time.
- EMS Division over the past several months has collected expired medical supplies to donate to JTED for an upcoming EMT class.

## Monthly EMS Stats

### Month of June Details

Transports+/- From Last Month			Interfacility	y +/- From Last Month
MD372	0	0	0	0
MD376	0	0	0	0
MD379	0	0	0	0
PM370	74	4	1	-1
PM371	0	0	0	0
PM372	1	1	0	0
PM373	68	-22	1	0
PM374	0	0	0	0
PM375	116	26	2	-6
PM376	100	-2	4	4
PM377	101	30	0	-1
PM379	0	0	0	0
PM380	104	-21	1	1
PM381	36	36	0	0

### Transports+/- for the Month

#### **Interfacility +/- for the Month**

Total Transports for the Month to Date: 599		Total Interfacility for the Month to Date: 8	
+/- From Last Month	60	+/- From Last Month	-3
Total Responses	612		
Transport %	98%		

Fiscal Year Details 2021-22

#### **Interfacility Transports**

Fiscal Year to Date:	6,912	Transports Fiscal Year to Date:	166
Last Fiscal Year to Date: +/- From Last Year: Total Responses:	6,432 480 7,024	Last Year to Today Last Year: +/- From Last Year:	94 72
Transport%	98%		

## Professional Development

Transport%





New Forcible Entry Prop and Confined Space Prop

## Courses/Training

- Planning for the 2nd Company Readiness Drill with Northwest Fire District of 2022
- Fire Captain Academy finished on June 23, 2022
- Worked with suppression to host the first Suppression CE of 2022
- Battalion Chief Certification Program (BCP) with Northwest Fire District began May 23, 2022 and will run until July 18, 2022

## 2021-01 Probationary Year

Module IV is now complete and all 21-01 probationary firefighters are done with probation

- Module IV books were due June 13, 2022
- Module IV testing took place June 21-23, 2022

### 2022-01 Probationary Year

- Probationary firefighters went into Module IV for their first module to help streamline testing and modules with two probationary classes at the same time
- Module IV books were due June 13, 2022
- Module IV testing took place June 21-23, 2022
- Probationary firefighters are now in Module I
- Module I books will be due September 6, 2022
- Module I testing will take place September 12-13, 2022

### Academy 2022-02

- Eye Detect took place the week of June 20, 2022
- Chief's interviews are taking place June 29-30th and July 1st and 5th
- Anticipated start date is August 8, 2022

#### Captain Promotional Process

- Application deadline was June 24, 2022
- Written exam will take place July 25, 2022
- Assessment center is scheduled for the week of August 1, 2022
- Chief's interviews are tentatively scheduled for the week of August 8, 2022

#### Miscellaneous

- Working on the development of quarterly Engineer CE's
- Updating the Engineer Task Books

## Car Seat Program

 Program is temporarily paused until September due to vacation and upcoming promotional process/academy

## Health and Safety

#### Activities for the Month:

- 1582 schedule coordination/ end of year billing, 3rd quarter participants being scheduled
- Arizona Health- Coordinating repairs and evaluating costs on Station 374 treadmill
- ACE certification-determining need for recerts
- Safety- road vest purchase. ½ 2022 fiscal year (EMS/ Health and Safety), Second ½ from 2023 (Supply budget)
- NFORS- working with DC Perry on transition of CAD

- Looking into class opportunities for turnout maintenance and selection
- CLEAN CAB concept- developing standards and distribution of information, received specs of our newly purchased apparatus
- Coordinating a TIMS (Traffic Safety Incident Management) class with CatTow, scheduled for July 28,29, 2022, coordinating with policy release and vest purchase
- Working on policies: Physical Fitness, Wellness Health and Safety related
- GPAT prop refreshed with new hardware and pulley system, working on SOPs in conjunction with.
- Proposal for weekly info: Wellness Wednesday (FDSOA) and Training tips (FDNY)

#### Wildland

#### Assignments

- Wildland did a great job staffing two brush trucks and organizing the IAP for the fireworks show in Saddlebrooke. No issues from the fireworks.
- Captain Miller, Engineer Rhein, Paramedic Campbell and FF Ortiz returned from the Calf Canyon Fire outside of Santa Fe, NM.
- Captain North and Paramedic Huber completed a 13 day assignment on an ambulance at the Contreras Fire near Sells, AZ.
- Captain Spanarella still on assignment as a single resource on Bean Complex Fire in Fairbanks,
   AK.

### Training

 Captain Spanarella will be headed to New Mexico on 5/29/22 to the Herman's Peak Fire as a Type 2 Safety Trainee.

#### **Trucks**

• The San Angelo, TX Type 3 Engine request. Crew is set to leave on 7/12/22.

## Honor Guard/Pipes and Drums

## Expenditures

- Honor Guard
  - o 1 expenditure this month to Rebecca's Alterations: Monthly Total: \$19.95
  - o District credit card and Honor Guard budget is all squared up.
- Pipes and Drums
  - o 0 expenditures this month: Monthly Total: \$0

#### **Events**

- Honor Guard
  - o 6/4: TFD Firefighter Ball: 1 member (Miller)
- Pipes and Drums

o No events were scheduled.

### **Updates**

- Honor Guard
  - Honor Guard member (J. Glover) was sent to Prescott Valley for a state wide HG
    academy that culminates with a memorial service for the Granite Mountain Hotshot
    crew.
- Pipes and Drums
  - Josh Wood is in the TFD Bagpipe academy and making progress towards playing the bagpipes.

## **Special Operations**

#### Activities for the Month:

- 06/06 A-shift had a call for an injured hiker in Catalina State Park. The units responded and assisted a patient down the trail in a rescue basket with wheels, as well as treated the patient for hyperthermia with IV's and cold packs.
- 06/08 Two members from the Special Op's team went out on a REM's assignment with two
  members of the wildland team. REM's stands for Rapid Extraction Module and is a team that
  can perform rope rescue and emergency medical care for injured wildland FF's on a wildland
  incident. The team spent 14 days out on assignment and returned on June 24th.
- During the month, team members were assigned a Vector Solutions assignment for monthly hazmat training. The assignment was a tabletop exercise developed by Green Valley for the crews to review the research portion of Hazmat response.
- Crews worked hard on developing training for Swift water to share with the District firefighters to serve as an annual refresher before the monsoon season brings flooded washes and streets.

## Community Relations

Meetings, Trainings & Events Attended for the Month

- Closed out our public relations campaign for the new hire process.
- Reached out to our community regarding the following:
  - o Hiker rescue in Catalina State Park.
  - Desert creature education and awareness.
  - Our four new recruits for CEP school.
  - Engine and ambulance demo by Station 376.
  - House fire in Rancho Vistoso.
  - Post-accident dog rescue.
  - Girl Scout troop visit to Station 370.
- On camera interviews by the following:
  - Captain Brandon Daily for heat related illness awareness.

- o Battalion Chief Mark Wilson for a story about shift work on Father's Day by the Telemundo News Station.
- Starting recruitment on new community relations specialist position
- Working with Cox Media on reshooting our Cool Pool Rules commercial, and updating several other commercials.
- Working with Oro Valley recording engineer company Porter Sound on remastering the old Cool Pool Rules song for 2022.
- Will be shooting the commercial with our local partners at Oro Valley Rec Pool with hopefully several of our own fire district children.
- Assisting our community partner PHI Air Medical with September 11th ceremony to be held at AZ Cardinals stadium.

Golde	Golder Ranch Fire District Call Load Breakdown										
				June	2022						
CALL TYPE	370	372	373	374	375	376	377	378	379	380	TOTAL
Aircraft							-				0
Brush / Vegetation	1		1			1					3
Building						1					1
Electrical / Motor											0
Fires - All Other					1					2	3
Gas Leak											0
Hazmat											0
Trash / Rubbish					1		1				2
Unauthorized Burning	1										1
Vehicle									1		1
Total Fire	2	0	1	0	2	2	1	0	1	2	11
Animal Problem											0
Animal Rescue											0
Assist -Other	12	13	28	9	13	12	15	13	10	5	130
Battery Change	2	5	42	2	8	3	2	9	1	1	75
Bee Swarm			<del>- '-</del>		_ <u> </u>	1		- J			1
Defective Appliance											0
Invalid Assist	4	3	15	10	10	1	6	1	12	10	72
Snake	16	4	27	29	44	46	23	16	36	28	269
Lockout											0
Fire Now Out	1					1					2
Total Service Calls	35	25	112	50	75	64	46	39	59	44	549
Alarms (Fire, Smoke. CO)	3		3	10	7	2	2	1	3	6	37
Cancelled / Negative	5		6	2	9	4	3	4	7	12	52
Smoke / Odor Invest.	1	1	2		1	4	1		1	2	13
Total Good Intent	9	1	11	12	17	10	6	5	11	20	102
Motor Vehicle Accident	7	1		2	6	5	2	1	2	1	27
Rescue-high, trench, water											0
Interfacility Transport	1				2	4				1	8
All Other EMS Incidents	96	8	101	79	143	86	114	24	90	180	921
Total EMS Type	104	9	101	81	151	95	116	25	92	182	956
TOTAL ALL	150	35	225	143	245	171	169	69	163	248	1618
		'									
Percentage of Call Load	9%	2%	14%	9%	15%	11%	10%	4%	10%	15%	100%
Average Calls Per Day	5.00	1.17	7.50	4.77	8.17	5.70	5.63	2.30	5.43	8.27	53.93
Patients Transported				599							
Last 12 Month Call Load				18963							
Last June Call Load				1477	-						

Golder Ranch Fire District Call Load Breakdown FY 2021-2022											
						CALL TYPE	370	372	373	374	375
Aircraft	0	0	0	0	0	0	0	0	0	0	0
Brush / Vegetation	3	0	5	2	2	3	0	3	4	3	25
Building	3	0	3	2	3	4	1	1	4	4	25
Electrical / Motor	0	0	0	0	0	0	0	0	0	0	0
Fires - All Other	9	0	4	1	4	5	5	0	8	11	47
Gas Leak	0	0	0	1	0	0	0	0	0	0	1
Hazmat	0	0	0	0	0	0	0	0	0	0	0
Trash / Rubbish	3	0	0	0	4	2	2	2	2	5	20
Unauthorized Burning	4	0	0	0	0	0	1	0	0	0	5
Vehicle	6	0	0	1	2	1	4	4	2	3	23
Total Fire	28	0	12	7	15	15	13	10	20	26	146
Animal Droblem					4			0	^	4	4
Animal Problem Animal Rescue	0	0	1	1	0	0	0	0	1	0	3
Animai Rescue Assist -Other	139	92	538	212	265	177	122	180	88	73	1886
Battery Change	31	58	350	29	103	19	20	91	10	5	716
Bee Swarm	8	0	3	2	3	3	3	1	0	3	26
Defective Appliance	0	1	1	1	3	0	2	1	1	0	10
Invalid Assist	61	18	301	81	133	38	69	18	90	113	922
Snake	216	54	294	373	454	406	330	145	375	322	2969
Lockout	8	1	2	0	0	0	4	1	1	2	19
Fire Now Out	4	1	3	2	6	2	3	0	0	3	24
Total Service Calls	467	225	1495	701	968	645	553	437	566	522	6579
Alamas (Fire Creaks CO)	0.7	44	40	FC	00	40	4.4	22	20	CO	450
Alarms (Fire, Smoke. CO)	37 65	11 10	49 65	56	82 81	49 52	44 74	23 43	36 76	69	456
Cancelled / Negative Smoke / Odor Invest.	18	10	25	48 13	12	16	11	2	15	123 13	637 126
Smoke / Odor invest.	10	l	20	13	12	10	11		15	13	120
Total Good Intent	120	22	139	117	175	117	129	68	127	205	1219
Motor Vehicle Accident	38	1	16	13	48	32	48	27	23	43	289
Rescue-high, trench, water	3	0	1	0	1	1	0	0	1	2	9
nterfacility Transport	36	0	16	0	107	43	154	0	0	11	367
All Other EMS Incidents	946	106	1364	945	1326	954	1309	250	1189	1975	10364
Total EMS Type	1023	107	1397	958	1482	1030	1511	277	1213	2031	11029
TOTAL ALL	1638	354	3043	1783	2640	1807	2206	792	1926	2784	18973
Percentage of Call Load	9%	2%	16%	9%	14%	10%	12%	4%	10%	15%	100%
Average Calls Per Day	4.49	0.97	8.34	4.88	7.23	4.95	6.04	2.17	5.28	7.63	51.98
J											
Patients Transported		6890									
Last FY Call Load		16,913									

## GOLDER RANCH FIRE DISTRICT BOARD COMMUNICATION MEMORANDUM

TO:	Governing Board						
FROM:	Randy Kar	rrer, Fire Chief					
DATE:	July 19, 20	)22					
SUBJECT:	EXECUTIVE SESSION: THE BOARD MAY VOTE TO GO INTO EXECUTIVE SESSION PURSUANT TO A.R.S. §38-431.03.A(7) FOR THE PURPOSE OF DISCUSSION OR CONSULTATION IN ORDER TO CONSIDER ITS POSITION AND INSTRUCT ITS REPRESENTATIVES REGARDING NEGOTIATIONS FOR THE PURCHASE OF REAL PROPERTY						
ITEM #:	8A						
REQUIRED ACTIO	N:	Discussion Only		Resolution			
RECOMMENDED	ACTION:	Approve	Conditional Approval	Deny			
SUPPORTED BY:		Staff	Fire Chief	Legal Review			
	s the Golder Ranch Fire District Governing board to discuss options for acquisition y that are in the best interest of the District.						
RECOMMENDED	MOTION						
Motion to enter i		•	to A.R.S. §38-431.03.A(7) for	r discussions			

## GOLDER RANCH FIRE DISTRICT BOARD COMMUNICATION MEMORANDUM

TO:	Governing	g Board		
FROM:	Pat Abel,	Assistant Chief		
DATE:	July 19, 20	022		
SUBJECT:	AGREEME ENGINEER 378 UPON	ENT WITH WSM ARCH RING SERVICES FOR TH	TION REGARDING THE PROF ITECTS TO PROVIDE ARCHIT HE CONSTRUCTION OF A NE PART OF THE CAPITAL PROJ ND SALE	ECTURAL AND W FIRE STATION
ITEM #:	8B			
REQUIRED ACTIO	N:	Discussion Only	Formal Motion	Resolution
RECOMMENDED	ACTION:	Approve	Conditional Approval	Deny
SUPPORTED BY:		Staff	Fire Chief	Legal Review

#### **BACKGROUND**

Attached is a Cooperative Purchase Agreement that includes a Proposal from WSM, a division of Shive – Hattery Inc., for professional services between WSM Architects and Golder Ranch Fire District (GRFD) to provide architectural and engineering services for the construction of a new Fire Station 378 soon to be located in the Saddlebrooke Ranch Area in Oracle, Arizona 85623. This is a bond-related project to be accounted for accordingly. Attached is the proposed consulting fees from WSM architects for architectural and engineering design services to include schematic design, design development, construction documents, bidding and permitting and construction administration. Also provided are the engineering services for electrical, mechanical, plumbing and structural. Civil and landscape engineering and survey services are not included at this time as site information is not available until after the land is purchased. Those services will be an addendum later to the WSM Proposal. WSM Architects plan is to secure the same engineering firms used on previous projects at stations 374 and 375.

Because of GRFD's membership in the Strategic Alliance for Volume Expenditures (S.A.V.E.) program, which is a consortium of local governmental agencies across the state of Arizona (Pima Community College is also a member), GRFD has the ability to "piggyback" on the Pima

Community College (PCC) RFQ Process. This allows us the ability to use it as a benefit to GRFD, saving both money and valuable time.

GRFD has the full ability to amend in areas where our needs or scope of work are different from those included in the original PCC document. The (S.A.V.E.) Linking Agreement being presented today is used to establish the relationship between GRFD and WSM who has already proven to be a strong partner in quality, value engineering, and fiscal responsibility.

WSM, presently possess the drawings for our current fire station 379 at Shannon and Overton Roads. That same 379 fire station design will be used as the model for the new fire station 378 in Saddlebrooke Ranch. Again, saving both time and money.

That stated, it is recommended that GRFD approve the WSM proposal presented, utilizing the Strategic Alliance of Volume Expenditures (S.A.V.E.) process, for architectural and engineering services for the New Saddlebrooke Fire Station 378 bond project.

#### **RECOMMENDED MOTION**

Motion to approve WSM Proposal for architectural and engineering services in the amount of \$218,762 and authorize the fire chief, or his designee, to negotiate civil and landscaping engineering services when the new station 378 site (land) comes available.

# COOPERATIVE PURCHASING CONTRACT

## **GOLDER RANCH FIRE DISTRICT**



Department: GRFD Planning & Logistics

Contractor: WSM Architects, a division of Shive - Hattery Inc.

Project Name: New Saddlebrooke Ranch Fire Station 378

GRFD Project Number: Bond #009

Contract Dates: Start: 7/20/2022 End: 7/19/2023

Contract Amount: \$218,762

Funding Source: Bond

## **GRFD BOARD MEMBERS**

Chair Vicki Cox Golder

Vice Chair Richard Hudgins

**Board Clerk Wally Vette** 

**Board Member Steve Brady** 

Board Member Sandra Outlaw

## **GRFD PROJECT MANAGEMENT TEAM**

Fire Chief Randy Karrer

Assistant Chief Patrick Abel

Deputy Chief Grant Cesarek

COOPERATIVE PURCHASING CONTRACT THIS CONTRACT is entered into between the Golder Ranch Fire District, Tucson, Arizona, an Arizona special district (hereinafter "Fire District"), and WSM Architects, a division of Shive — Hattery Inc., an Arizona corporation (hereinafter "Contractor").

#### WITNESSETH

Whereas, Fire District requires the services of a vendor and/or contractor qualified and duly licensed in the city of Tucson and the State of Arizona and qualified to provide architectural services; and Whereas, Contractor is qualified and willing to provide such services; and Whereas, utilizing the Strategic Alliance for Volume Expenditures (SAVE) agreement process the Fire District Board may approve such purchases or award such contracts for services without a formal bidding process, and Contractor meets all such requirements.

#### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter provided, it is agreed between the Fire District and the Contractor as follows:

- 1. INCORPORATION OF CONTRACT. The parties hereby incorporate that certain contract between Contractor and Pima County Community College attached hereto as Exhibit "A" (the "Underlying Contract") as if fully set forth herein, and agree that (i) the Fire District shall be substituted in place of the other governmental entity, (ii) the Underlying Contract shall bind the parties to the fullest extent possible, and (iii) any clarifications or modifications to the Underlying Contract shall be set forth herein.
- **2. TERM.** This Contract shall commence on July 20, 2022 and shall terminate on July 19, 2023, unless sooner terminated or further extended.

#### 3. SCOPE OF WORK.

3.1 The work to be performed under this Contract is that work which is requested pursuant to the Scope of Work, list of materials, or other specifications attached hereto as Exhibit "B" and incorporated herein by this reference. Any clarifications, substitutions, corrections, additions, or other modifications to the Underlying Contract shall also be set forth in Exhibit "B."

#### 4. PAYMENT.

- 4.1 In consideration of the services specified in this Contract, the Fire District agrees to pay the Contractor as set forth in the Underlying Contract, as clarified or modified as set forth in Exhibit "B" to this Agreement.
- 4.2 Contractor shall not perform work in excess of the contract amount without prior authorization by an amendment executed by all parties to this Contract. Work performed in excess of the contract amount without prior authorization by amendment shall be at Contractor's own risk.

- 5. TERMINATION FOR CONVENIENCE. Fire District may terminate this Contract at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the Fire District, become its property. If the Contract is terminated by Fire District as provided herein, Contractor shall be paid an amount based on the time and expenses incurred by Contractor prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed services.
- 6. REQUIRED INSURANCE COVERAGE. As provided in Exhibit "C" to this contract
- 7. NOTICES. Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as provided on Exhibit "D" to this Contract.
- 8. Non-Discrimination. Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website https://apps.azsos.gov/public\_services/register/2009/46/governor.pdf which is hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, the Parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 9. COMPLIANCE WITH FEDERAL AND STATE LAWS. In the event this contract refers to services, the following shall apply. The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1988. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".
- 10. NON-APPROPRIATION OF FUNDS. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason the Fire District does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, Fire District shall have no further obligation to Contractor, other than for services rendered prior to termination.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the dates written below.

GOLDER RANCH FIRE DISTRICT, TUCSON, ARIZONA

ATTEST:

OLDER RANCH FIRE DISTRICT, TOCSON, ARIZONA	ATEST.
GOLDER RANCH FIRE DISTRICT	CONTRACTOR: WSM ARCHITECTS, a division of Shive – Hattery Inc.
Vicki Cox Golder (Chair)	Paul Mickelberg (Title: Principal)
Date:	Date:
GOLDER RANCH FIRE DISTRICT	APPROVED AS TO FORM:
Richard Hudgins (Vice Chair)	Donna Aversa, Fire District Attorney
,	,
Date:	Date:

#### **EXHIBIT A**

## **UNDERLYING CONTRACT (WITH ALL AMENDMENTS TO DATE)**

Pima County Community College Contract P21/10040L

**Insert Pima Community College Agreement Here** 

#### ASSIGNMENT OF CONTRACT

Effective April 1, 2022

Contract: Pima Community College – On Call Architectural & Engineering Services Agreement RFQ – P21-10040L

Contract Dated: 11/18/2021

In consideration of the mutual promised herein contained, the parties to the contract acknowledge and agree to the assignment of the above referenced contract:

From: WSM Architects Inc (Assignor)

To: WSM, a division of Shive- Hattery, Inc. EIN Number 42-0870172

The Assignor and Assignee represent they have the full right and authority to assign the contract. The Parties further agree that after the assignment; the contract will remain in full force and effect.

Client: Pima Community College Architect

Name: Terryl Robinson, Director Name: Paul Mickelberg

signature: Terryl Robinson Signature: faul Michelly

Date:\_\_\_\_\_4-01-2022\_\_\_\_\_



## CONSULTANT ON CALL ARCHITECTURAL & ENGINEERING SERVICES AGREEMENT: Architectural & Academic Programing, Comprehensive Planning

This Consultant Services Agreement ("Agreement") is made and entered into as of the date of last signature below ("Effective Date") by and between PIMA COUNTY COMMUNITY COLLEGE DISTRICT ("College"), a political subdivision of the State of Arizona, located in Tucson, Arizona, and WSM Architects, Inc. ("Consultant"), a corporation with a principal place of business in the State of Arizona, Tucson.

#### **BACKGROUND:**

- A. College is a two-year community college and a public institution of higher education.
- B. Consultant is a private company engaged in the provision of professional architectural services.
- C. Consultant is a successful Offeror under College's solicitation Request for Qualifications (RFQ) No. 21/10040L.

#### PURPOSE:

A. The College requires professional consulting services for Architectural & Academic Programing, Comprehensive Planning on an on-call basis forvarious projects in accordance with A.R.S § 34 or as applicable and;

NOW, THEREFORE, in exchange of mutual promises and other valuable consideration, the parties agree as follows:

- 1. SERVICES. Subject to the terms and conditions stated below, Consultant shall provide College the On Call Architectural & Academic Programing, Comprehensive Planning ("Services").
  - 1.1 Attachment A, which is attached to and made part of this Agreement, provides a basic description of the Services to be performed by Consultant.
  - **1.2** Exhibit 1: Facility Guidelines and Specifications Standards and Exhibit 2: Administrative Procedure: AP2.06.04 Capital Project Management, a part of the RFQ are incorporated by reference.
  - 1.3 As part of the Services, Consultant shall deliver to College all goods, reports, documents and other materials ("Deliverables") as set forth in Attachment A.

#### 2. COMPENSATION; PAYMENT TERMS

- 2.1. Compensation. In exchange for the Services, College shall pay Consultant as per the Billing Rate Schedule set forth on <a href="Attachment B">Attachment B</a>, which is attached to and made part of this Agreement.
- 2.2. Consultant shall be solely responsible for payment of all taxes, and, unless states expressly in Attachment B, shall be solely responsible for all expenses it incurs, including travel and meals, in connection with the Consultant's obligations under this Agreement.
- 2.3. Invoices. Consultant shall submit College a detailed invoice that includes the Consultant's taxpayer identification number (Social Security number or Employer Identification number), dates and details of the Services provided, reference to this Agreement, and to College-issued Purchase Order number.
- 2.4. Payments. College will submit payment to Consultant within thirty (30) days after receiving the invoice from Consultant.

#### 3. TERM and RENEWAL

- 3.1 The term of this Agreement shall commence on November 15, 2021 and shall remain in effect for a period of one (1) year and expire on November 14, 2022 ("Term"). The Contractor agrees that the College has the right, at its sole option, to renew the Contract for two (2) additional two-year periods or portions thereof.
- 3.2 The initial term will remain in effect for a period of one (1) year unless renewed, extended, terminated, or canceled as otherwise provided herein. Term includes two (2) additional options for two (2) year renewal periods.
- 3.3 In the event that the College exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal or extension period with the possible exception of price and minor scope additions and/or deletions.



#### TERMINATION.

3.1. Termination for Convenience. Notwithstanding the Term, College may terminate this Agreement, in whole or in part, with or without cause upon thirty (30) days' prior written notice to Consultant.

3.2. Termination for Cause. Either party may terminate this Agreement, by written notice to another party, in the event of breach which the party failed to cure within ten (10) days from receiving a written notice from the non-

breaching party stating the reason.

3.3. Effect of Termination. Upon receipt of termination notice from College, the Consultant shall: 1) immediately discontinue all services affected (unless the notice directs otherwise); and 2) deliver to College all data, reports, summaries, and such other information and materials as may have been prepared for and/or accumulated by Consultant in performing this Agreement, whether completed or in progress. Upon termination, College will pay Consultant equitable compensation for the Services satisfactorily performed through the date of termination and will not be required to pay or reimburse Consultant for any Services performed or for expenses incurred by Consultant after the date of the termination notice that could have been avoided or mitigated by Consultant. Such compensation shall be Consultant's sole remedy against College in the event of termination under this Agreement.

#### 4. PERFORMANCE COMMENCEMENT, SCHEDULE, DELAYS

4.1. Start of Performance. Consultant shall commence the performance of Services under this Agreement promptly upon being awarded a Task Order and receiving the Purchase Order issued by College against this Agreement. In no event shall Consultant commence the performance prior to the receiving the Purchase Order from College.

4.2. Schedule; Progress Work. Consultant will determine a schedule for Project awarded and will ensure timely completion of the Services and of all milestones as may be required for the Project. College may request Consultant to provide ongoing progress reports and, in the event Consultant falls behind, may modify or adopt

an alternative schedule for Consultant's performance.

- **4.3. Delays.** Consultant shall use its best efforts to stay on schedule, and in the event such schedule falls behind, Consultant shall accelerate the completion of the project. In the event the delay is caused by College, the parties may extend the time for completion.
- 5. CHANGES IN SCOPE. College may, from time to time require minor changes in the scope of the Services of the Consultant to be performed hereunder. Such requests shall be in writing from the designated College representative, provided however, that all changes which involve or result in the increase or decrease in the amount of the Consultant's compensation by College or which extend the Term of this Agreement shall be done by written amendment signed by both parties. College has no obligation to compensate Consultant for any worked performed outside the scope of this Agreement in violation of requirements stated in this Section.
- **6. SUBCONTRACTORS**; **EMPLOYEES**. In performing of Services under this Agreement, Consultant may not use subcontractors. Consultant shall be solely responsible for hiring, training, compensation, and supervision of persons engaged in the delivery of Services.

#### 7. PROFESSIONAL REQUIREMENTS

Consultant will employ suitably licensed, trained and skilled professional personnel to perform all required services under this agreement.

Registration as a Professional Architect, Engineer and Firm in the State of Arizona with the Arizona State Board of technical Registration is required at all times.

The College recognizes that over the term of the contract, members of the project team listed in the Consultant's proposal may change. Prior to changing any key personnel, especially those Key Personnel College relied upon in making this Contract, Consultant will obtain the approval of College. The Consultant will provide information similar to the original information in the RFQ substantiating a similar level of knowledge and ability for replacement team members.



8. CONSULTANT'S PERFORMANCE. Consultant shall provide all tools, equipment, and supplies Consultant determines to be necessary to perform the Services. Consultant is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by College.

Architects, Engineers and Firms must maintain applied use of International Code Council family of codes, the Americans with Disabilities Act, the National Electrical Code and all other applicable codes in Arizona. Design Professional shall review all applicable laws and codes in designing and preparing the construction documents.

Consultant is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Consultant under this Agreement. Without additional compensation, Consultant will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Consultant found during or after the course of the services performed by or for Consultant under this Agreement, regardless of College having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to College.

9. INDEPENDENT CONTRACTOR. Consultant is an independent contractor. Neither Consultant nor any of Consultant's employees, officers, or agents, shall be deemed employees, agents, partners, or joint venturers of College, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.

#### 10. CONSULTANT'S WARRANTIES AND CERTIFICATIONS

- 10.1. Performance. Consultant warrants that Consultant has the personnel, experience, and knowledge necessary to qualify Consultant for the particular Services to be performed under this Agreement. Consultant warrants that all Services under this Agreement will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform.
- 10.2. Deliverables. Consultant further warrants that (i) it owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any intellectual property rights of any third parties; (ii) no code or software developed or delivered by Consultant under this Agreement will contain any viruses, worms, or other disabling devices or code; and (iii) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.
- 10.3. Licenses and Certifications. Consultant warrants that it has obtained or will obtain, at its own cost, all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.
- **10.4. No Debarment.** Consultant further certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 10.5. Misuse of Public Funds. Consultant warrants that, with respect to any Federal, State, or local government funds: (i) Consultant has not been terminated under section 432 of the Higher Education Act for a reason involving the acquisition, use, or expenditure of such funds; (ii) has not been administratively or judicially determined to have committed fraud or any other material violation of law involving such funds; and (iii) Consultant or its officers or employees have not been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of such funds, or administratively or judicially determined to have committed fraud or any other material violation of law involving such funds.
- 10.6. Conflict of Interest. Consultant represents that Consultant presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with Consultant's performance of the Services under this Agreement. Consultant further warrants that no relationship or affiliation exists between Consultant and College that could be construed as a conflict of interest with regard to this Agreement.

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#### 11. OWNERSHIP AND USE OF DELIVERABLES

- 11.1. All documents and College-owned tools and equipment used in performing the Services shall remain the exclusive property of College. Further, all Deliverables, including but not limited to computations, data, records, statements, charts, presentations, reports, and other materials prepared or produced by Consultant in connection with the Services, whether or not accepted or rejected by College, will be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. §101 et seq, and shall be the property of College and for College's exclusive use and re-use at any time without further compensation and without any restrictions. Consultant may not sell, disclose, or obtain any other compensation for the Service Deliverables.
- 11.2. Consultant shall not, with regard to Deliverables, apply for, in Consultant's name or otherwise, any copyright, patent or other property right, and Consultant acknowledges that any such property right created or developed remains the exclusive right of College. Consultant will not use Deliverables in any manner for any other purpose without the express written consent of College.
- 12. CONSULTANT'S INTELLECTUAL PROPERTY. Consultant will retain ownership of its pre-existing intellectual property, including any of its pre-existing Intellectual Property that may be incorporated into the Deliverables, provided that Consultant informs College in writing before incorporating any pre-existing Intellectual Property into any Deliverables. Consultant hereby grants to College a perpetual, irrevocable, royalty-free, worldwide license (with the right to sublicense), to freely use, make, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Deliverables or otherwise provided to College in the performance of the Services. For purposes of this Agreement, "Intellectual Property" or "IP" means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints.
- 13. COLLEGE DATA. As between the parties, College will own, or retain all of its rights in, all data and information that College provides to Consultant, including all data and information provided directly to Consultant by College students and employees, as well as all data managed by Consultant on behalf of College, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Consultant, as well as all data obtained or extracted through College's or Consultant's use of the Services (collectively, "College Data"). The College Data will be College's Intellectual Property and Consultant shall treat it as College's confidential and proprietary information. Consultant will not use, access, disclose, or license or provide to third parties any College Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Consultant's obligations to College under this Agreement; or (ii) as authorized in writing by College. Consultant may not use any College Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without College's prior written consent. Upon request by College, Consultant shall deliver, destroy, and/or make available to College any or all of College Data.
- 14. CONFIDENTIALITY If, during the Term, either party is provided with access to the other party's confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, which is not generally known to the public ("Confidential Information"), the party shall handle and store such Confidential Information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Neither party shall reproduce or otherwise use any Confidential Information except in the performance of the Services, and will not disclose any Confidential Information in any form to any third party, either during or after the Term, except with the other party's prior written consent. Upon expiration or termination of this Agreement, the parties shall cease using all originals and all copies of Confidential Information, in all forms and media, in the party's possession or under the party's control, and shall either (i) promptly return such Confidential Information to the other party; or (ii) where required and/or authorized by law, maintain in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.



- 15. EDUCATIONAL RECORDS; FERPA. College is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and any educational records that may be provided to Consultant pursuant to this Agreement shall be used solely for the purposes of performing Services under the Agreement and shall not be disclosed except as provided by law.
- 16. PUBLIC RECORDS. The parties acknowledge that College is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by College requesting records described as confidential, which College determines must be disclosed, College shall notify Consultant prior to disclosure.
- 17. INFORMATION SECURITY. All systems that contain College Data in connection with this Agreement shall be designed, managed and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. In addition, such systems and Services shall be managed in such a way that they are in compliance or are consistent with College's policies and standards regarding data usage and information, including College's information security requirements, as they may be amended from time to time, and that are set forth at the following web page: <a href="https://www.pima.edu/administrative-services/information-technology/security.html">https://www.pima.edu/administrative-services/information-technology/security.html</a>.
- 18. INSURANCE. Consultant shall procure and maintain until all of the Consultant's obligations under this Agreement have been discharged or satisfied, including any warranty periods, insurance coverage described below, and shall otherwise comply with the requirements.

The Vendor, at Vendor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Arizona with policies and forms satisfactory to the College and possessing a current A.M. Best, Inc. Rating of B++6.

#### 19.1 GENERAL INSURANCE REQUIREMENTS:

- A. Certificates of Insurance: Consultant shall, upon request, submit to College certificates of insurance evidencing the coverage required herein as proof that the policies providing the required coverages are in full force and effect. The amounts shall not be less than the amounts specified below or such other amounts as specified in advance in writing by College.
- B. Self-Insurance: Any deductibles and self-insured retentions contained in any insurance coverage required by shall be declared to College, and are subject to approval by College. Consultant shall be solely responsible for any such deductible and/or self-insured retention.
- **C.** Scope of Insurance Coverage: All policies, except for Workers' Compensation, shall contain a waiver of subrogation in favor of the Pima County Community College District, its Board of Governors, employees, students, and any of its affiliates, subsidiaries or related entities. Consultant's insurance coverages shall be primary as to any other insurance or source, and shall include a severability of interest clause. Coverage provided by Consultant shall not be limited to the liability assumed under the indemnification provisions of the agreement with College.
- **D.** Additional Insureds: The insurance certificates shall name Pima County Community College District, its Board of Governors, employees, and students as an additional insureds with respect to liability arising out of the activities performed by or on behalf of Consultant.
- E. Notice of Cancellations, Changes to Coverage: Coverage afforded under the policies may not be cancelled, terminated, or materially altered until at least thirty (30) days' prior written notice has been provided by Consultant to College.
- **F. Consultant's Personnel, Agents, and Subcontractors**: Consultant shall cause its subcontractors to provide and maintain appropriate types and amounts of insurance coverage and limits of liability, as determined by Consultant and agreed to by College, proportionate to the type of work to be performed and exposure to risk. Consultant shall not permit all persons or entities retained by, through, or under Consultant, from entering upon College's premises or continuing the performance of the work unless such person or entity is and continues to be insured in accordance with requirements stated in this Attachment.
- **G. Failure to Maintain Insurance**: In the event Consultant and/or any person or entity retained by, through, or under Consultant fail to maintain required insurance coverage, College may, at its discretion, procure or renew such missing insurance coverage and charge the cost of such insurance premiums to Consultant.

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H. Exemptions: Consultants exempt from the workers' compensation/employers liability insurance requirements under state law shall provide College with an appropriate completed and signed waiver form.

#### 19.2 INSURANCE COVERAGE REQUIRED:

19.2.1 Workers' Compensation Insurance - Consultant shall procure and maintain Worker's Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant, its employees, or both, engaged in the performance of the Agreement, as follows:

Worker's Compensation	Statutory
	Employer's Liability
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

19.2.2 **Commercial (Business) Automobile Liability Insurance** — Consultant shall procure and maintain Commercial Automobile Liability Insurance with respect to Consultant's owned, hired, or non-owned vehicles assigned to or used in performance of the services under this Agreement, with the minimum coverage for each occurrence for bodily injury and property damage below. Insurance shall be endorsed for "any auto."

Combined Single Limit

\$1,000,000 (CA 0001)

19.2.3 Commercial General Liability Insurance — Consultant shall procure and maintain Commercial General Liability Insurance which shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee acts), and blanket contractual products, with the minimum coverage limits below.

General Aggregate	\$2,000,000 (CG 0001)
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

19.2.4 Professional Liability (Errors and Omissions Liability):

Each claim	\$1,000,000
Annual Aggregate	\$2,000,000

19. RECORD KEEPING. Consultant shall maintain all records related to the Services performed under this Agreement for five (5) years after the completion of the performance or after the termination or expiration of the Agreement, whichever is later.

#### 20. INDEMNIFICATION BY CONSULTANT.

To the fullest extent permitted by law, the contractor shall defend, indemnify and hold harmless the College, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the contractor, its employees, agents, or any tier of subcontractors in the performance of the contract. The contractor's duty to defend, hold harmless and indemnify the College, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this contract including any employee of the contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the



contractor be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The contractor shall hold the District, its officers and employees, harmless from liability of any nature or kind on account of use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this request.

- 21. USE OF NAMES; TRADEMARKS. Neither party shall use the other party's trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature ("Marks"), or the names of the party's employees in any publicity or advertising material without prior written approval by the other party. Consultant's use of any College's Marks, if and when authorized, shall comply with the College's design and drawing specifications.
- 22. CONDUCT ON COLLEGE PROPERTY. While on College property, Consultant shall comply, and shall ensure that its employees, agents, and subcontractors comply, with College policies and procedures governing security and privacy, the Drug-Free Environment, Smoking, Weapons, and Anti-Harassment (including Sexual Harassment), all of which can be found <a href="here">here</a>. Consultant's personnel shall comply with all reasonable requests of College communicated to Consultant regarding personal and professional conduct, and shall otherwise conduct themselves in a businesslike manner.
- 23. COMPLIANCE. The parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.
- 24. EMPLOYEE STATUS VERIFICATION. As required by A.R.S § 41-4401, College is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A) (verification of employee eligibility through the e-verify program). Consultant warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A). A breach of this warranty will be a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. College retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the warranty stated above.
- 25. NON-DISCRIMINATION. The parties shall comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, age, gender, gender identity, color, religion, sexual orientation, or national origin.
- 26. NON-ASSIGNMENT. This Agreement is personal to Consultant. Consultant shall not assign any of the Consultant's rights or delegate any of the Consultant's obligations under this Agreement to any other person or entity without the written permission of College. Any attempted assignment or delegation by Consultant shall be void and ineffective.
- 27. RIGHT TO OFFSET. College shall have the right to offset against any sums due to Consultant, any expenses or costs incurred by College, or damages assessed by College concerning the Consultant's non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing College.
- 28. NOTICES. Any notice to be given under this Agreement shall be in writing and sent to the intended party's address indicated below:

To **COLLEGE** 

Requestor /Implementation

Name: Director, Facilities Planning Phone: 520-206-2664Address: 6680 S.

Country Club

Tucson, AZ 85709-1810

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Administration

Name: PCC Contracts Services Address: 4905 E. Broadway Blvd, D-232 Pima Community College Tucson, AZ 85711

#### To CONSULTANT:

Name: WSM Architects, Inc. Paul Mickelberg, President

Address: 4330 North Campbell Ave, Suite 268

Tucson, AZ 85718

- 29. FORCE MAJEURE. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence that party is unable to prevent. In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof, and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay, provided, however, that College reserves the right to terminate this Agreement if the delay may and does materially impact the Services.
- **30. NO WAIVER OF RIGHTS.** No waiver by College of any breach of the provisions of this Agreement by Consultant shall in any way be construed to be a waiver of any future breach or bar the College's right to insist on strict performance of the provisions of this Agreement.
- 31. DISPUTE RESOLUTION. In the event of a dispute arising under this Agreement, the parties shall exhaust all applicable administrative remedies provided for under the College administrative provisions. Additionally, this Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule2.9 of Pima County Superior Court Local Rules.
- 32. HEADINGS. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.
- 33. NO THIRD-PARTY BENEFICIARIES. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or any other person or entity.
- 34. GOVERNING LAW; VENUE. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Pima County, Arizona.

[SIGNATURE PAGE CONTINUES]

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**35. ENTIRE AGREEMENT.** This document, including all Attachments, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior communications and understandings, written or oral, between the parties.

IN WITNESS WHEREOF, the parties' duly authorized representatives have signed this Agreement on the dates indicated below:

For <b>COLLEGE</b>	For CONSULTANT	
PIMA COUNTY COMMUNITY COLLEGE  By:	WSM ARCHITECTS, INC.  By: Paul Michelberg	
Print Name: Terry Robinson	Print Name: Paul Mickelberg	
Title: Director of Procurement & Payment Svcs	Title: President	
Date: Nov 18, 2021	Date: Nov 17, 2021	

#### ATTACHMENTS:

Attachment A: Scope of Work

Attachment B: Billing Rate Schedule

Attachment C: Federal Acquisition Regulations

APPENDICES (incorporated by reference):

Exhibit 1. Facility Guidelines and Specifications Standards

Exhibit 2: Administrative Procedure: AP2.06.04 Capital Project Management



#### ATTACHMENT A: SCOPE OF WORK

to Consultant Services Agreement

Consultant agrees to perform on an as-needed basis, professional consulting services as generally outlined below for each service category.

In the event services are funded by a federal grant, terms of Federal Acquisition Regulations will apply as provided in Attachment C.

Service Category(ies):

Architectural & Academic Programing, Comprehensive Planning

All work will be performed in accordance with Facility Guidelines and Specifications Standards (Exhibit 1) and the requirements of the College's Administrative Procedure: AP2.06.04 Capital Project Management (Exhibit 2) applicable to the Architect's and Engineers' service (Exhibit 2).

The above documents describe how the College manages the facilities development process internally. Copies of these documents are attached. The above documents describe a scope of services that includes those traditionally termed "basic services" and services traditionally termed "additional services".

Projects will be directed by the Pima Community College Facilities Operations & Construction Division authorized representative.

When a specific project is initiated by the College, a Project Proposal with an associated scope, schedule, and fee will be negotiated between the College and the Consultant for each specific project.

**FINANCIAL STABILITY:** If requested, prior to negotiation and award, the Consultant may be required to furnish appropriate documentation to substantiate the financial stability of the firm to undertake this project.

Approved project proposals will result in an issued Task Order and an issued Purchase Order.

- A Task Order will be issued for each approved proposal that the total cost does not exceed \$500,000.00.
- A Purchase Order is required to facilitate the payment of invoices associated with an approved Task Order.
   Purchase Orders will reference the contract on file.
- All individual projects estimated to exceed the District's Simplified Acquisition Threshold (SAT) amount of \$250,000 will require Governing Board approval prior to an approved Purchase Order being issued.

Architecture (Services may include Academic Programming & Comprehensive Planning) Provide traditional architectural services including site and building assessments, preparing reports, feasibility & functional analysis, conducting Academic Planning studies, providing architectural design and construction documents, minor interior design/space planning, cost estimates and value engineering, bid phase assistance, construction administration and close out phase services for new construction as well as smaller addition/remodeling/renovation construction projects and major maintenance work.

#### General Description and Experience

- Experience in a wide variety of project types and services commonly found in educational settings.
   Relevant experience in secondary and post-secondary education, institutional or public projects also may be considered as it would be applicable to typical District projects.
- Experience in smaller, "messier" remodeling and maintenance projects, often needing to be accomplished in phases or within an otherwise occupied area.

#### Optional Areas of Additional Expertise

- a. Academic Programming
- b. Higher education campus Comprehensive Plans
- c. Historic preservation

Experience and/or expertise in specialized building types found in post-secondary education and vocational/occupational settings such as performing arts centers, automotive repair, restaurants, commercial/institutional kitchens, instructional physical or life science labs, data centers and computer rooms, fire science, nursing and health settings, gymnasiums, radio and television studios, fitness centers, aircraft facilities, etc

#### **End of Attachment A**



#### ATTACHMENT B: BILLING RATE SCHEDULE

to Consultant Services Agreement

In consideration of the basic services specified in this Agreement, the College agrees to pay Consultant in accordance with the hourly rates detailed in this Attachment "B", which includes CONSULTANT'S labor classifications and corresponding hourly billing rates, in an amount not to exceed the amount stated in the approved Task Order and subsequent Purchase Order.

Other labor classifications unique to a particular task will be included in the fee agreement for that Task Order.

Consultant must cite the Purchase Order number issued by the College on all invoices.

All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and subconsultant charges, to the tasks identified in the Scope of Work for which those costs were incurred.

The time accounting information must be sufficient to show the worker and hours worked by day for the period covered by the invoice.

Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.

Labor Class	Labor Classification Description/Discipline	Hourly Billing Rate		
Architect				
1	Principal Architect	\$176,36		
2	Sr. Project Manager	\$156.75		
3	Project Manager	\$137.15		
4	Sr. Architect – Interior Designer	\$114.15		
5	Architect	\$88.50		
6	Designer	\$61.90		
<b>Support Service</b>	es			
1	CADD/Drafter	\$49.60		
2	BIM Manager	\$88.50		
3	AutoCAD Operator	\$49.60		
<b>Administrative</b>				
1	Clerical	\$52.80		
Other				
Α	Reimbursable Expense Markup	10%		
В	Markup for Sub-Consultants	10%		

**End of Attachment B** 



#### ATTACHMENT C: FEDERAL ACQUISITION REGULATIONS

As prescribed in Federal Acquisition Regulation 22.407, the following clauses are required for contracts in excess of \$2,000 for construction within the United States:

Federal Acquisition regulation 52.222-6 - Davis-Bacon Act (Jul 2005)

- (a) Definition.—"Site of the work"—
  - (1) Means--
    - (i) The primary site of the work. The physical place or places where the construction called for in the contract will remain when work on it is completed; and
    - (ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is—
      - (A) Located in the United States; and
      - (B) Established specifically for the performance of the contract or project;
  - (2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—
    - (i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and
    - (ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;
  - (3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)

- (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.
- (2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.
- (3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- (4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(c)

(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:



- The work to be performed by the classification requested is not performed by a classification in the wage determination.
- (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for firinge benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### Federal Acquisition regulation 52.222-7 - Withholding of Funds (Feb 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### Federal Acquisition regulation 52.222-8 - Payrolls and Basic Records (Feb 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible,



and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)

(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the

Superintendent of Documents

U.S. Government Printing Office

Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify --
  - (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.
- (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### Federal Acquisition regulation 52.222-9 – Apprentices and Trainees (Jul 2005)

- (a) Apprentices.
  - (1) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—
    - (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
    - (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
  - (2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.
  - (3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
  - (4) Where a contractor is performing construction on a project in a locality other than that in which its program is registered,



## **PimaCommunityCollege**

the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

#### (b) Trainees.

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.
- (2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.
- (3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (c) Equal employment opportunity. The utilization of apprentices, trainces, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### Federal Acquisition regulation 52.222-10 - Compliance with Copeland Act Requirements (Feb 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

### Federal Acquisition regulation 52.222-11 - Subcontracts (Labor Standards) (Jul 2005)

- (a) Definition. "Construction, alteration or repair," as used in this clause means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—
  - (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
  - (2) Painting and decorating;
  - (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
  - (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and
  - (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).
- (b) The Contractor or subcontractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—
  - (1) Davis-Bacon Act:



- (2) Contract Work Hours and Safety Standards Act -- Overtime Compensation (if the clause is included in this contract);
- (3) Apprentices and Trainees;
- (4) Payrolls and Basic Records;
- (5) Compliance with Copeland Act Requirements;
- (6) Withholding of Funds;
- (7) Subcontracts (Labor Standards);
- (8) Contract Termination Debarment:
- (9) Disputes Concerning Labor Standards;
- (10) Compliance with Davis-Bacon and Related Act Regulations; and
- (11) Certification of Eligibility.
- (c) The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)

- (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.
- (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.
- (e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

#### Federal Acquisition regulation 52.222-12 - Contract Termination -- Debarment (Feb 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act -- Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

Federal Acquisition regulation 52.222-13 – Compliance with Davis-Bacon and Related Act Regulations (Feb 1988) All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

#### Federal Acquisition regulation 52.222-14 - Disputes Concerning Labor Standards (Feb 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### Federal Acquisition regulation 52.222-15 - Certification of Eligibility (Feb 1988)

- (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Federally-Funded Agreement. If this Agreement is funded through federal contract or grant, directly or indirectly, Contractor shall comply with all applicable provisions.

#### SUPPLEMENTAL CONDITIONS FOR SERVICES UNDER FEDERAL CONTRACT

College has entered into an agreement with either the U.S. Government, or another entity which has itself entered into an agreement with the U.S. Government ("Federal Contract"). That Federal Contract requires that certain federal contract provisions be made a part of any subsequent contract awarded by College related to furthering the performance or deliverables required under that Federal Contract. Accordingly, the following additional Federal Acquisition Regulations ("FAR") terms apply to any Contractor providing services to College under this Agreement. Any references below to "Subcontracts" refer to this Agreement.



- 1. These clauses apply regardless of amount of the Agreement:
- 52.222-26, Equal Opportunity (Apr 2015)
- 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- 52.222-4, Contract Work Hours and Safety Standards -Overtime Compensation (May 2014) (for subcontracts that involve the employment of laborers and mechanics)
- 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008)
- 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (for subcontracts funded under the Recovery Act only)
- 52.227-9, Refund of Royalties (Apr 1984) (for subcontracts in which the amount of royalties reported during negotiation of the subcontract exceeds \$250).
  - 2. These clauses apply to Agreements in amount of \$3,500 or more:
- 52.222-54 Employment Eligibility Verification (Oct 2015)
  - 3. These clauses apply to Agreements in amount of \$10,000 or more:
- 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
  - 4. These clauses apply to Agreements in amount of \$15,000 or more:
- 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)
  - 5. These clauses apply to Agreements in amount of \$35,000 or more:
- 52,209-.6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)
  - 6. These clauses apply to Agreements in amount of \$150,000 or more:
- 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Oct.2010)
- 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212(a))
- 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212)
- 52.222-17, Nondisplacement of Qualified Workers (May 2014)
- 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement

## SUPPLEMENTAL CONDITIONS FOR SERVICES UNDER FEDERAL GRANT

College is either a recipient of a federal grant pursuant to an agreement with the U.S. Government, or has entered in an agreement with another entity that has itself entered into a grant agreement with the U.S. Government ("Grant"). That Grant requires that certain federal provisions be made a part of any subsequent contracts awarded by College related to furthering the performance or deliverables required under that Grant. Accordingly, the following terms provided in the Federal Regulation (2 CFR, Part 200, which superseded and replaced the OMB Circulars, effective July 1, 2015) apply to any Contractor providing services to College under this Agreement.

- 1. Applies to all Agreements regardless of amount and services provided:
  - 1.1. Record Keeping Contractor shall maintain all records related to the services performed under this Agreement for three (3) years after the completion of the performance or after the termination or expiration of the Agreement, whichever is later.
- 2. Applies to Agreements for amounts in excess of \$2,000 AND involving building repairs:
  - 2.1. Copeland "Anti-Kickback" Act (40 U.S.C. 3145; 29 CFR, Part 3) Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled College is required to report all suspected or reported violations to the Federal awarding agency.
- 3. Applies to Agreements for amounts of \$25,000 or more:
  - 3.1. Federal Debarment and Suspension (OMB at 2 C.F.R. 180) Contractor's Certification (see Form attached to College RFP) is a mandatory condition to an award of this Agreement.
- 4. Applies to Agreements for amounts of \$100,000 or more:
  - **4.1.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractor's Certification (see Form attached to College RFP) is a mandatory condition to an award of this Agreement.
  - 4.2. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) Where employment of mechanics and laborers involved, Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours; For hours in excess of 40, the worker shall be compensated at a rate of not less than one and a half times the basic rate of pay.
- 5. Applies to Agreements for amounts of \$150,000 or more:
  - 5.1. Clean Air Act (42 U.S.C. 7401-7671q) and
  - 5.2. Federal Water Pollution Control Act (33 U.S.C. 1251-1387) College will report the Contractor's violations with these requirements to the Federal awarding agency.

## **EXHIBIT B**

## SCOPE OF WORK, LIST OF MATERIALS, SPECIFICATIONS AND OTHER MODIFICATIONS TO UNDERLYING CONTRACT

**Insert WSM Proposal Here** 



July 7, 2022

Pat Abel, Assistant Fire Chief Golder Ranch Fire District 3885 E. Golder Ranch Drive Tucson, AZ 85739

Re: Golder Ranch Fire District Station #378 Saddlebrook station.

Contracted under the S.A.V.E contract #P21/10040L with Pima Community College.

Chief Abel.

Thank you for the opportunity to provide you with this proposal for design and construction administration services for the new Golder Ranch Fire station #378 to be located outside of the Saddlebrook Development in Pinal County. As requested, our proposal is based upon the re-use of the design that WSM had provided for the Mountain Vista Fire District, now consolidated with GRFD, for this new station. It is also based upon the conceptual site plans that were developed previously for the site.

We are planning on using the same consultants for the building design that were used on the original project.

Given the site information is not available at this time, we have excluded the civil and landscape design fees as requested.

We would use the existing design, updating the existing drawings and REVIT model into current software. Review the previous building design for changes, improvements, Code required updates, and other revisions as requested. Building materials, finishes and equipment selections would be updated. If cost reduction / re-design is required to meet a specific budget those fees are not included and would be developed and approved by the District prior to commencing that work.

Building permitting and zoning process would be coordinated with Pinal County.

#### Scope of Basic Design Services

The project design work will occur in the following phases:

Schematic Design-.
Design Development
Construction Documents
Bidding and permitting
Construction Administration



Meetings during the design phases of the project.

We will provide meetings as required during the design phases of the project and provide meeting minutes as part of our scope. We will meet with Pinal County representatives to discuss zoning, code, utilities, and other associated issues. We will attend any fire district board meetings and meet with neighborhood groups, if required during design.

#### Scope of work covered through the design phases

We will work with you during the design phases to update the floor and site plans for permit and construction. We will also provide furniture layout as part of the project.

Engineering Services provided shall include Electrical, Mechanical, Plumbing, and Structural.

We will work with the District's selected Construction Manager during the project for constructability reviews and construction cost analysis.

We will provide performance design criteria and specifications for automatic sprinkler / fire protection engineering under basic services with the final engineering completed by the sprinkler contractor.

The site design, bidding and permitting, and construction administration phases will require the same work effort as for a new design.

Construction Administration services shall include twice-a-month site visits (16 visits, assuming an 8-month construction period) and meetings during construction. We will review submittals as specified and RFIs, as well as review pay applications as they occur.

The following items are not included in basic services but could be provided as an Additional Service if requested.

- Offsite and roadway improvements including Architectural, Civil and Landscape design services
- Geotechnical Report
- Easements for access and utilities
- LEED Design and certification fees and registration / submittal costs
- □ Electrical Arc Flash studies
- Special structural testing and inspections
- Construction materials and assembly testing
- Design of telephone systems and computer network systems infrastructure conduit designed for system as part of basic services. Responder amplification system.
- Furniture design specifications, bidding and installation observation services.
- Archeological and environmental surveys are excluded from this proposal.
- □ Permit application fees plan review, permit, wastewater, or other development fees by Pinal County.



#### **Consulting Fees for Architectural and Engineering Design Services:**

**Basic Design Services Fee** is reduced for the design phases from what a new design would require. The fee would be billed in the following phases, by percentage, and billed monthly based upon the percentage of work completed for each of the phases listed below.

Bidding and permitting Construction Administration	\$ 12,250.00 \$ 57,100.00
Total Estimated Fee	\$ 210,662.00

Total	\$ 3,100.00
Record drawings (if required by GRFD)	\$ 3,100.00

**Reimbursable Allowance** for printing, mounting, and travel costs (reimbursable expense at cost and mileage cost per Federal standard)

Total \$ 5,000.00

#### **Total Estimated Consulting Fee:**

Total \$ 218,762.00

This document will serve to confirm and record authorization by Golder Ranch Fire District for WSM a Division of Shive Hattery, Inc. If this proposal meets with your approval, please sign and return one copy for our files.

Sincerely,

faul Michelley	
WSM a Division of Shive Hattery, Inc. (Signature)	Golder Ranch Fire District (Signature)
Paul Mickelberg, Principal	<u>v</u>
July 7, 2022	(Printed name and title)
(Date)	(Date)

#### **EXHIBIT C**

#### **INSURANCE REQUIREMENTS**

COVERAGE AFFORDED LIMITS OF LIABILITY

Worker's Compensation Statutory

Commercial General \$1,000,000 - Bodily Injury

Liability Insurance Combined Single Limit

Including: \$100,000 Property Damage

A. Products & Completed Operations

B. Blanket Contractual

C. Premises-Operations-Personal Injury

Professional Liability \$1,000,000 (Minimum)

Insurance (Errors and Omissions) Combined Single Limit

(See Special Conditions)

The following Automobile Liability Insurance coverage will also be required for all professional services contracts which require automobile travel by Contractor.

Comprehensive Automobile Liability \$1,000,000 - Bodily Injury

Insurance including: non-owned, and Combined Single Limit

Hired vehicles \$100,000 Property Damage

#### **EXHIBIT D**

#### **LEGAL NOTICES**

#### FIRE DISTRICT:

Randy Karrer, Fire Chief Golder Ranch Fire District 3885 E. Golder Ranch Drive Tucson, AZ 85739

#### With copy to:

Donna Aversa, District Attorney 7440 N. Oracle Road Building #2 Tucson, AZ 85704

#### and:

Patrick Abel, Assistant Chief Golder Ranch Fire District 3885 E. Golder Ranch Drive Tucson, AZ 85739

#### **CONTRACTOR:**

Paul Mickelberg, Principal WSM Architects, a division of Shive – Hattery Inc. 4330 N. Campbell Ave, #268 Tucson, AZ 85718

#### With copy to:

None



## Notice of Request for Qualifications (RFQ) RFQ No. P21/10040L

## On Call Architectural, Engineering, Information Technology (IT) and Other Professional Consulting Services

Pima County Community College District ("College" or "District") is seeking Statements of Qualifications (SOQ) from qualified firms or individuals for the provision of Architectural/Engineering (technical registrants), Information Technology (IT) and Other Professional Consulting Services on an as required/on call basis for various projects. The limited size and time from of this expected services do not lend themselves to individual request for proposals, as such needs arise.

Consultant Service Agreements will be awarded to multiple firms for an initial term of one (1) year with two (2) additional options for two (2) year renewal periods. Projects may be federally funded requiring that federal terms and conditions be adhered with by all consultants awarded contracts through this solicitation.

<u>DUE IN AND OPENS</u>: The deadline for receipt of sealed Statements is: **May 20, 2021 at 3:00 PM (MST)**. Statement Packets must be electronically submitted by this deadline to the following location: EMAIL: <u>dobids-proposals@pima.edu</u> \*\*ELECTRONIC SUBMILLTALS REQUIRED\*\*

<u>PRE-SUBMITTAL CONFERENCE</u> is **OPTIONAL** but highly recommended and will be held virtually online. The purpose of this conference is to discuss requirements and review solicitation documents.

Date: April 20 2021 at 10:00 A.M. (Tucson Time) at the following link:

Pre-Bid Meeting Link: meet.google.com/avt-ewov-iyf

Call In Phone #: 1-244-901-2715 Conference ID: 487 522 980#

QUESTIONS pertaining to this Request for Qualifications (RFQ) must be communicated in writing and be received via email <a href="mailto:do-bids-proposals@pima.edu">do-bids-proposals@pima.edu</a> by April 19, 2021 at 3:00 PM (MST). Questions must be sent to the email address below and should include the specified Procurement Analyst's name and SOQ number. Question(s) should include a reference to the appropriate page and section number of the RFQ. Questions and answers will be posted on the Pima Community College webpage listed below by April 22, 2021 at 5:00 PM (MST): <a href="mailto:do-bids-proposals@pima.edu">do-bids-proposals@pima.edu</a>

Jennifer Moore, Senior Procurement Analyst (Handling A&E and Other Services)
Carole Quintana, Senior Procurement Analyst (Handling IT Related Services)

Copies of the Request for Qualifications (**RFQ**), questions and answers, and any related documents are available on the Pima Community College Website: <a href="https://www.pima.edu/administration/contracts-purchasing/index.html">https://www.pima.edu/administration/contracts-purchasing/index.html</a>

Terry Robinson, NIGP-CPP, CPPO, CPPB, MBA Director of Procurement and Payment Services Pima County Community College District District Finance Office-Purchasing 4905 East Broadway, Room D-232 Tucson, Arizona 85709-1420

Publish: Daily Territorial: April 5, 6,7 & 8, 2021 Arizona Daily Star April 5 & 13, 2021



## **Current Requests for Proposal, Bids &**

#### P22/10052 Request for Proposal (RFP)

Center of Excellence in Applied Technology - Advanced Manufacturing - AV Systems

Proposals Due In: May 17, 2022 at 4:00 PM Arizona Time

Pre-Submittal Conference: May 3, 2022 at 1:00 PM Arizona Time

Questions Due: May 4, 2022 at 3:00 PM Arizona Time

Questions and Answers will be posted, if necessary, on the Pima Community College webpage by May 6, 2022 at 5:00 PM Ariz

Revised Schedule A - Material Cost Sheet

Addendum 1

Addendum 2

Addendum 3

#### P22/10048L Request for Qualifications (RFQ)

Construction Services - Construction Manager at Risk

Project: Downtown Campus Hotel Properties Development

P22/10048L-PCC Facilities Guidelines

P22/10048L-PCC Capital Project Management

P22/10048L-Forms - Required & SOQ (Word)

SOQs Due In: March 28, 2022 at 3:00 PM MST Arizona Time Questions Due: March 17, 2022 at 3:00 PM MST AZ Time

Pre-Submittal Conference: March 11, 2022 at 10:00 AM MST - AZ Time

Questions and Answers will be posted, if necessary, on the Pima Community webpage by March 22, 2022 by 5:00 PM AZ Time.

Addendum 1 - Q&A

#### P22/10044L Request for Proposals (RFP)

#### Chartered Ground Transportation Services

Proposals Due In: February 18, 2022, at 3:00 PM Arizona Time

Questions Due: February 7, 2022 by 5:00 PM AZ Time

Pre-Submittal Conference: February 8, 2022 at 9:00 AM AZ Time

February 7, 2022 at 5 PM Arizona Time

Campus Site Visit: Site visits will take place on Tuesday, February 1, 2022 at 9 AM Arizona Time

Addendum 1

Addendum 2

Addendum 3

#### P22/10046L Request for Qualifications (RFQ)

Construction Services Project: Job Order Contract (JOC) for Repair, Renovation, Replacement and JOC Qualified New C

P22/10046L Exhibit 1 - Sample JOC Contract - Revised

P22/10046L Exhibit 2 - General Conditions

P22/10046L Exhibit 3 - Special Conditions - Revised

SOQs Due In: January 26, 2022 at 3:00PM AZ Time

Mandatory Pre-Submittal Conference: January 7, 2022 at 10:00 AM AZ Time

Questions Due: January 10, 2022 at 3:00 PM AZ Time

Questions and Answers will be posted, if necessary, on the Pima Community College web page by January 19, 2022 at 5:00 PM

Addendum 1

Addendum 2

Addendum 3

Addendum 4

Forms in Word

Attendance Sheet from Pre-submittal Meeting

**Antilobbying Certification** 

Statement of Qualifications Receipt Log

#### P21/10043L Request for Qualifications (RFQ)

Construction Services Project: Renovation and Expansion

#### West Campus Buildings H, J & D Center for Excellence for Allied Health

SOQs Due In: August 23, 2021 at 3:00PM (MST) Local AZ Time

Mandatory Pre-Submittal Conference: August 10, 2021,10:00AM

Questions Due: August 11, 2021 at 3:00 PM (MST)

Answers to Questions will be posted to the Pima Community College by 5:00 PM (MST) on August 13, 2021

Addendum 1 Q&A 1

Forms- Required and SOQ in Word

#### P21/10040L Request for Qualifications - On Call

Architectural, Engineering, Information Technology

and other Professional Services

P21/10040L Exhibit 1 - PCC Facilities Guidelines & Specifications Standards

P21/10040L Exhibit 2 - AP 2.06.04 Capital Project Management

Addendum 1 Q&A 1

SOQs Due In: May 20,2021 at 3:00 PM (MST)

Questions Due: April 19, 2021 at 3:00 PM (MST)

Presubmittal Conference: April 20, 2021 at 10:00 AM (MST)

Notice of Award - On Call A&E Services (November 2021)

Notice of Award - On Call IT Services (November 2021)

#### Addendum 4 Questions and Answers 4

#### Addendum 5

Awarded to: Division II Construction Company, Inc., 04/14/2021 B21/10039 West Campus Laboratories Bldg. F Renovation

#### P21/10035 Security Master Plan Point of Interest

Questions Due: January 15, 2021 @ 3:00 PM (MST) Proposals Due: February 5, 2021 @ 3:00 PM (MST)

Addendum 1
Addendum 2
Addendum 3

#### **Questions and Answers**

Awarded To: True North Consulting (May 1, 2021)

#### P20/10030L Grant Evaluators

Questions Due: July 20, 2020 @ 3:00 PM (MST) Responses Due: July 31, 2020 @ 3:00 PM (MST)

#### **Questions and Answers**

Awarded To: Thomas P Miller & Associates, The Kester Group, Lecroy & Milligan Associates, Governmental Grant Professionals 2021)

#### P20/10029L Grant Writers

Questions Due: July 1, 2020@ 3:00 PM (MST)
Responses Due: July 21, 2020@3:00 PM (MST)

#### Addendum 1

#### **Questions and Answers**

Awarded To: The Kester Group, California Consulting, Governmental Grant Professionals, Grants Plus, Grants Republic, Nosotro (February 1, 2021)

#### P20/10025L Call Center Services

Questions Due: February 26, 2020 @ 3:00 PM (MST) Responses Due: March 13, 2020@ 3:00 PM (MST)

-- Addendum One

-- Questions and Answers

Awarded To: BlackBeltHelp, July 6, 2020

#### P20/10026L Robotic Center

Questions Due: February 19, 2020 @ 3:00 PM (MST) Responses Due: March 5, 2020 @ 3:00 PM (MST)

-- Questions and Answers

-- Awarded to: Advanced Technologies Consultants 05/15/2020

#### P20/10024L Financial Manager Services

Questions Due: February 19, 2020 @ 3:00 PM (MST) Responses Due: March 13, 2020 @ 3:00 PM (MST)

#### Question and Answer

#### P20/10016L Arizona State Lobbyist

Questions Due: October 29, 2019 @ 3:00 PM (MST) Responses Due: November 6, 2019 @ 3:00 PM (MST)

-- Question and Answer

-- Awarded to: Paton and Associates (December 20 2019)

#### P20/10015 Comprehensive, Integrated Energy Management Program

Questions Due: November 13, 2019 @3:00 PM (MST)
Proposals Due: December 18, 2019 @ 3:00 PM (MST)
-- Clarification Correction to Questions and Answers

-- Questions and Answers

Awarded to: Trane 07/08/2020

### P20/10013 Downtown Campus Center of Excellence New Development Request for Qualifications

Questions Due: August 16, 2019 @ 3:00 P.M. (MST)
Responses Due: September 4, 2019 @ 3:00 P.M. (MST)

-- Questions and Answers

#### P20/10012 Compensation Classification Study / Implementation

Questions Due: August 15, 2019 @ 3:00 P.M. (MST) Proposals Due: September 5, 2019 @ 3:00 P.M. (MST)

-- Questions and Answers

-- Awarded to: The Segal Company March 20, 2020

#### B20/10020 Ambulance

Bids Due: January 3, 2020 @ 3:00 PM (MST)

-- Addendum 1

-- Awarded To: RedSky Emergency Vehicles 02/17/2020

#### B20/10019 Concession Food Trailer

Bids Due: November 6, 2019 @ 3:00 PM (MST)
-- Awarded to: Craig J Nassar November 12, 2019

#### **B20/10014 Armored Car Services**

Bids Due: September 12, 2019 @ 3:00 PM (MST)

Bid Canceled 07/13/2020
-- Questions and Answers

-- Addendum 1

### B20/10011 Musser Orchestra Bells

Bids Due: July 9, 2019 @ 3:00 PM (MST)



### **Pima Community College District**

**Procurement & Payment Services Department** 

Terry Robinson, Director 4905 East Broadway, Room D-232 Tucson, Arizona 85709-1420

### Notice of Award

Request for Qualifications (RFQ) No. P21/10040L
On Call Architectural, Engineering, Information Technology (IT) and Other
Professional Consulting Services:

#### **Construction Related Service Areas**

Issue Date: November 22, 2021

Pima Community College hereby issues notice award is made to the most qualified, responsible and responsive respondents that have successfully completed negotiations and best and final offers have been accepted by the College.

#### Design, Construction Document and Construction Administration

1 Architectural & Academic Programming, Comprehensive Planning

#### Awardee Name(s):

Burns Wald-Hopkins Shambach dba BWS Architects DLR Group, Inc.

GLHN Architects & Engineers, Inc.

SmithGroup, Inc.

#### WSM Architects, Inc.

2 Structural Engineering, Forensics Engineering and Analysis

#### Awardee Name(s):

Kimley-Horn and Associates, Inc.

DLR Group, Inc.

#### 3 Civil Engineering

#### Awardee Name(s):

GLHN Architects & Engineers, Inc.

Kimley-Horn and Associates, Inc.

**Psomas** 

#### 4 Landscape Architecture

#### Awardee Name(s):

Kimley-Horn and Associates, Inc.

McGann & Associates, Inc.

5 Mechanical Engineering, (including Plumbing/ HVAC)

#### Awardee Name(s):

Adams & Associates Engineers, PLLC

GLHN Architects & Engineers, Inc.

KC Mechanical Engineering

#### 6 Electrical Engineering

Awardee Name(s):

DLR Group, Inc.

GLHN Architects & Engineers, Inc.

Kimley-Horn and Associates, Inc.

- 7 Noise, Vibration and Acoustical Engineering
  None
- 8 Security System & Access Control Design

Awardee Name(s):

Kimley-Horn and Associates, Inc.

#### **Building Related Design, Support or Analysis Services**

#### 1 Building Code Review and Compliance

Awardee Name(s):

Bureau Veritas North America, Inc.

SPS + Architects, LLP

#### 2 Construction Cost Estimating

Awardee Name(s):

Marc Taylor, Inc.

Rider Levett Bucknall, Ltd., dba RLB

#### 3 Interior Design for FF&E Assistance

Awardee Name(s):

Corgan Associates, Inc.

Dick & Fritsche Design Group dba DFDG

#### 4 Energy Conservation/Use Analysis Engineering

Awardee Name(s):

GLHN Architects & Engineers, Inc.

#### 5 Roofing and waterproofing (envelope) Consulting

Awardee Name(s):

SPS Architects

#### 6 Vertical Transportation Consulting

None

#### 7 Air/Water Test and Balancing Services

None

#### 8 Building Commissioning

Awardee Name(s):

GLHN Architects & Engineers, Inc.

#### 9 Asbestos/Hazardous Material Abatement, Air and Water Quality Testing & Industrial Hygiene Consulting Awardee Name(s):

Terracon Consultants, Inc.

#### 10 Geotechnical Engineering and Materials Testing

Awardee Name(s):

Terracon Consultants, Inc.

Western Technologies, Inc.

Issued by: Jennifer Moore, Senior Procurement Analyst, Jmoore74@pima.edu

This Notice is in compliance with Procurement Policy. A procurement file is available for review upon request. If desired, contact the Procurement Analyst for a debrief meeting to review the results of this solicitation.



# The Strategic Alliance for Volume Expenditures (S.A.V.E.)

## A Regional Cooperative Purchasing Case Study



Regional public procurement collaboration can help local governments in a region share the administrative costs of purchasing and aggregate their buying power to achieve cost savings. These regional purchasing collaboration efforts offer lessons to public agencies. Here, we highlight the work of one successful regional purchasing collaboration initiative, the Strategic Alliance for Volume Expenditures (S.A.V.E.).

What is the Strategic Alliance for Volume Expenditures (S.A.V.E.)?

### (CoProcure

advance of upcoming purchases. This allows other members to share their demand and participate in a shared solicitation. By aggregating their buying power, S.A.V.E. members can achieve lower costs for participating entities.

The City of Mesa, AZ now manages the administration of S.A.V.E.. Mesa has spearheaded the creation of a user-friendly online resource for members that lists existing contracts and serves as a forum for members to discuss issues or share best practices. According to Matt Bauer, Procurement Administrator for the City of Mesa, "S.A.V.E. helped open the door to show everyone that other agencies are buying the same things, and it just doesn't make sense for us not to try and work together to purchase items that we all buy on a regular basis." Today, S.A.V.E. has grown to include more than 300 local agencies of all types from across the State of Arizona and continues to build its database of cooperative contracts from its members.

#### What innovations make S.A.V.E successful?

#### Providing a forum for discussion and information sharing

One of the clear benefits of S.A.V.E. that has emerged as membership has increased, and technology has evolved, is the way it has fostered communication between members. For several years, members communicated with one another via an email listsery where an individual could raise an issue or ask a question. While email is still used, a few years ago, the City of Mesa introduced a discussion forum when it launched the new S.A.V.E. website.

According to Kristy Garcia, Senior Procurement Officer with the City of Mesa, the forum improves upon the previous email listserv because it allows all members to view a history of replies so everyone can see if an issue has come up before and whether another member shared their experiences or suggestions. As a result, the forum is an incredibly valuable resource for peer-to-peer sharing, particularly when members need a quick answer for an upcoming purchase or contract amendment. "A lot of times, this is where agencies will need S.A.V.E. the most; it has become a positive communication channel that wasn't available before," says Bauer.

#### Facilitating joint solicitations

Initially, one of the core missions of S.A.V.E. was to help members achieve cost savings by making it easier to run joint solicitations. From a legal perspective, S.A.V.E. paved the way for this coordination by creating an intergovernmental cooperative agreement that outlined the roles and responsibilities of those running the solicitations, as well as those members that decided to join. As a result, S.A.V.E. members that are running solicitations for commonly-purchased goods or services will often notify the group to ask if other members are interested in joining the solicitation. This offers members the opportunity to buy something through a competitive process that they do not need to administer themselves. Although it can be difficult for the lead agency to collect the myriad requirements of members, by running one shared solicitation process, members often achieve cost savings by pooling their purchasing power across a region.

#### Making existing contracts accessible for purchasing or research



purchasing or for research purposes. When running a bid solicitation to generate a new contract, S.A.V.E. members are encouraged to be transparent with the supplier community and include an explanation of S.A.V.E. in the solicitation and contract. Suppliers can opt into providing the negotiated terms and conditions to other S.A.V.E. members. S.A.V.E. posts the contracts with suppliers that have opted in to piggybacking in their database, which helps members locate and buy off of an existing contract. Although smaller agencies are most likely to receive a cost reduction when using the existing contracts, Bauer says, "there are times where we at the City of Mesa can find contracts from smaller jurisdictions that have achieved better terms or conditions."

An added benefit is that agencies can also fast-track their research process by finding a strong scope of work that can be modified for their own solicitation. According to Bauer, the database is particularly useful, "when we are buying something new that we haven't bought before and can come together with a member agency that has bought that item and share lessons learned."

S.A.V.E. has created an open and transparent contracting environment where members feel comfortable sharing and borrowing from each other's work.

### Join our Newsletter

Join our network of thousands of public buyers. Get updates about new contracts and product features.

pabel@grfdaz.gov

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## STRATEGIC ALLIANCE FOR VOLUME EXPENDITURES (SAVE) COOPERATIVE PURCHASING AGREEMENT

This Agreement is entered into by Golder Ranch Fire District this 9th day of 4011, 2019, between school districts and governmental jurisdictions within the State of Arizona, as listed in Appendix "A" through their duly authorized representative to form a cooperative purchasing agreement named "STRATEGIC ALLIANCE FOR VOLUME EXPENDITURES" (S.A.V.E.)

WHEREAS, voluntary purchasing agreements between and among public agencies in the State of Arizona have been shown to improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, the parties hereto desire the free exchange of information, technology, and other services that may assist in improving the efficiency or economy of the procurement of necessary materials and services and,

WHEREAS, cooperative purchasing results from written agreements wherein lead agencies volunteer to purchase specified materials and services for themselves and participating cooperative members by compiling quantity estimates, preparing the bid or proposal solicitation, receiving bid or proposals and awarding a contract for use by all participating members. And, wherein the lead agency is responsible for placing, receipt and payment of its own orders only, while individual procuring parties separately process and pay for their own requirements; and

WHEREAS, the Cooperative Purchasing Agreement will serve these ends;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for the mutual benefits to result therefrom, the parties agree as follows:

- The purpose of the Agreement is a cooperative purchase agreement for the procurement of materials and or services.
- Receipt, inspection, acceptance and payment for materials and services ordered under this Agreement shall be the exclusive obligation of the ordering entity.
- The exercise of any rights or remedies by a procuring entity shall be the exclusive obligation of such procuring entity.
- In this Agreement, failure of an entity to secure performance under its purchase order, does not necessarily require another entity to exercise its own rights or remedies.
- The cooperative use of bids or proposals obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid or proposal, except as modification of those terms and conditions otherwise allowed by law.
- 6. The participation in a specific bid or proposal will be at the option of the individual entity, except that procuring entities and their requirements specifically identified within a bid or proposal shall be required to participate in the Agreement unless the resulting contract is canceled, as provided for within the terms and conditions of the specific bid or proposal.
- That lead entity of the bid or proposal will comply with the competitive procurement and contract requirements of the procurement rules and laws.
- The parties will make available, upon reasonable request and subject to convenience, necessity and, in appropriate circumstance a reasonable fee or charge, any information, technology, or other service, which may assist in improving the efficiency or economy of each party's procurement or disposal of material or service.
- A procuring party will make timely payments to the vendor for materials and services received in accordance with the terms and conditions of the procurement. Payment for materials, services, inspections, acceptance of materials and services ordered by the procuring party shall be the exclusive obligation of such procuring party.
- The procuring party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar materials and services.

- 11. The procuring party shall be responsible for the ordering of materials or services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability, which may arise from action or inaction of the procuring party.
- 12. Any procurement unit may terminate without notice this Agreement if another eligible procurement unit fails to comply with the terms of this Agreement.
- 13. This Agreement is exempt from the provisions of A.R.S. 11-952.
- 14. This Agreement shall remain in effect until participation has been terminated by all but one of the parties. Except as provided in Paragraph 12, any party to this Agreement may terminate their participation in this Agreement by giving 30 day written notice to all other parties to this Agreement.
- 15. This Agreement shall take effect after execution by participating parties. Pursuant to A.R.S. Section 41-2632 and Subsection R7-2-1191 of A.A.C. R7-2-1001 this Agreement need not be filed with the County Recorder or the Secretary of State to be effective, except as may be required by the laws, rules and/or regulations of a participating public agency.
- 16. This Agreement may be canceled pursuant to provisions of A.R.S. Section 38-511 which provisions are incorporated herein by this reference.
- 17. This Cooperative Purchasing Agreement shall become effective upon approval and execution by the authorized representative of all public agencies listed in Appendix "A".
- 18. The parties to this Agreement hereby agree that other agencies may be added to this Cooperative Purchasing Group.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date written below.

JURISDICTION: Golder Ranch Fire District

THIS AGREEMENT IS HEREBY EXECUTED THIS 9th DAY OF April 2019

Signature

Printed

#### Strategic Alliance for Volume Expenditures

S.A.V.E. --- Cooperative Purchasing Agreements

The following agencies have signed the Cooperative Purchasing Agreement with the S.A.V.E. association as of June 22, 2021.

Municipalities

City of Apache Junction

City of Avondale

City of Benson

City of Bisbee

City of Bullhead City

City of Casa Grande

City of Chandler

City of Coolidge

City of Cottonwood

City of Douglas

City of El Mirage

City of Eloy

City of Flagstaff

City of Glendale

City of Globe

City of Goodyear

City of Kingman

City of Litchfield Park

City of Maricopa

City of Mesa

City of Nogales

City of Page

City of Peoria

City of Phoenix

City of Prescott

City of Safford

City of San Luis

City of Scottsdale

City of Sedona

City of Show Low

City of Sierra Vista

City of Somerton

City of Surprise

City of Tempe

City of Tolleson

City of Tucson

City of Willcox

City of Winslow

City of Yuma

Lake Havasu City

Town of Buckeye

Town of Camp Verde

Town of Carefree

Town of Cave Creek

Town of Chino Valley

Town of Clarkdale

Town of Clifton

Town of Florence

Town of Fountain Hills

Town of Gila Bend

Town of Gilbert

Town of Guadalupe

Town of Marana

Town of Miami

Town of Oro Valley

Town of Paradise Valley

Town of Prescott Valley

Town of Queen Creek

Town of Sahuarita

Town of Springerville

Town of Superior

Town of Wickenburg

#### Counties

Apache County

Cochise County

Coconino County

Gila County

**Graham County** 

La Paz County

Maricopa County

Mohave County

Navajo County

Pima County

Pinal County

Santa Cruz County

Yavapai County

Yuma County

#### Higher Education / Technology Districts

Arizona State University

Arizona Western College Central Arizona College

Central Arizona Valley Institute of Technology (CAVIT)

Cobré Valley Institute of Technology (CVIT)

Cochise County Community College District

Coconino County Community College District

Dinè College

East Valley Institute of Technology (EVIT)

Gila Institute for Technology, a Joint Technology

Education District (JTED)

**Graham County Community College District** 

Maricopa Community College District

MidWestern University (Glendale campus)

Mohave Community College

Mountain Institute JTED

Northeast AZ Tech Institute of Voc Ed

Northern Arizona University

Northland Pioneer College

Pima Association of Governments (PAG)

Pima Community College

Pima County Joint Technology District #11 (JTED)

Pima Prevention Partnership dba Pima Partnership

Academy, Pima Partnership High School &

Phoenix Collegiate High School

University of Arizona

Western Arizona Vocational Educ (W.A.V.E.).

a Joint Technology Education District #50

#### Yavapai College

**Political Agencies** 

Arizona School for the Deaf and the Blind
Arizona Supreme Court
Central Arizona Project
Court of Appeals, Division One
Housing Authority of Maricopa County
Maricopa Association of Governments
Maricopa Integrated Health System
Northern Arizona Council of Governments (NACOG)
Northern Arizona Intergovernmental Public Trans
(NAIPTA)

Regional Transportation Authority (RTA)
Superior Court of Arizona, Maricopa County
Tucson Airport Authority
Valley Metro Regional Public Transit Authority
Phoenix-Mesa Gateway Airport Authority

#### **Fire Districts**

Arizona Fire and Medical Authority (Sun City West Fire District, Sun Lakes Fire District, Tonopah Fire District, Wittmann Fire District)
Central Yavapai Fire District
Copper Canyon Fire District
Drexel Heights Fire District
Golder Ranch Fire District
Mt. Lemmon Fire District
Northern Arizona Fire District
Northwest Fire District
Superstition Mtn Community Facilities District
Three Points Fire District
Verde Valley Fire District

#### Misc. Agencies

Central Arizona Water Conservation District (CAWCD)
Community Hospital Association dba Wickenburg
Community Hospital
Metropolitan Domestic Water Improvement District
North Country Community Health Center
Northern Gila County Sanitary District
Pima County School Reserve Fund
Pine-Strawberry Water Improvement District
Western Arizona Council of Governments

#### **School Districts**

Agua Fria Union High School District # 216
Ajo Unified School District #15
Alhambra Elementary School District # 68
Altar Valley School District #51
Amphitheater Unified School District #10
Antelope Union High School District # 43
Arlington Elementary School District # 47
Ash Fork Joint Unified School District
Avondale Elementary School District #44
Bagdad Unified School District #44
Bagdad Unified School District #31
Beaver Creek School District #26
Benson Unified School District #9
Bisbee Unified School District #2

Blue Ridge Unified School District #32 Bonita School District #6 **Bouse Elementary School District** Buckeye Elementary School District #33 Buckeye Union High School District #201 Bullhead City Elementary School District #15 Camp Verde Unified School District #28 Canon School District Cartwright Elementary School District #83 Casa Blanca Middle School dba Vah Ki Middle School Casa Grande Elementary School District Casa Grande Union High School District Catalina Foothills Unified School District #16 Cave Creek Unified School District #93 Cedar Unified School District #25 Chandler Unified School District #80 Chinle Unified School District #24 Chino Valley Unified School District #51 Clarkdale-Jerome School District #3 Coconino County Regional Accommodation District #99 Colorado River Union High School District Concho Elementary School District #6 Continental Elementary School District #39 Coolidge Unified School District #21 Cottonwood-Oak Creek School District #6 Crane Elementary School District # 13 Creighton School District #14 Deer Valley Unified School District #97 Double Adobe Elementary School District #45 Douglas Unified School District #27 **Duncan Unified School District** Dysart Unified School District #89 Elfrida Elementary School District #12 Eloy Elementary School District #11 Flagstaff Unified School District # 1 Florence Unified School District # 1 Flowing Wells Unified School District #8 Fort Huachuca Accommodation School District Fort Thomas Unified School District #7 Fountain Hills Unified School District #98 Fowler Elementary School District #45 Gadsden Elementary School District # 32 Ganado Unified School District #20 Gila Bend Unified Schools Gilbert Unified School District #41 Glendale Elementary School District #40 Glendale Union High School District Globe Unified School District #1 Grand Canyon Unified School District #4 Hackberry Elementary School District #3 Heber-Overgaard Unified School District #6 Higley Unified School District #60 Holbrook Unified School District #3 Hopi Junior Senior High School Horizon Community Learning Center / Horizon Charter School **Humboldt Unified School District #22** Hyder Elementary School District #6 Indian Oasis-Baboquivari School District #40 Isaac Elementary School District # 5 J.O. Combs Elementary School District #44 Joseph City Unified School District #2

Kayenta Unified School District #27 Kin Dah Lichi'l' Olta, Inc. Kingman Unified School District #20 Kyrene Elementary School District #28 Lake Havasu Unified School District # 1 Laveen Elementary School District #59 Liberty Elementary School District #25 Litchfield Elementary School District #79 Littlefield Unified School District #9 Littleton Elementary School District #65 Madison Elementary School District #38 Maine Consolidated School District Mammoth-San Manuel Unified School District #8 Marana Unified School District #6 Maricopa Regional School District #509 Maricopa Unified School District Mary C. O'Brien ASD Mayer Unified School District #43 Mesa Unified School District #4 Miami Unified School District #40 Mingus Union High School District #4 Mobile Elementary School District #86 Mohave Valley Elementary School District #16 Mohawk Valley School District # 17 Morenci Unified School District #18 Morristown Elementary School District #75 Murphy Elementary School District #21 Naco Unified School District #9 Nadaburg Elementary District #81 Nogales Unified School District # 1 **Oracle School District** Osborn Elementary School District #8 Page Unified School District #8 Palominas Elementary School District #49 Palo Verde Elementary School District #49 Paradise Valley Unified School District #69 Parker Unified School District #27 Patagonia Elementary School District #6 Patagonia Union High School District #92 Payson Unified School District #10 Peach Springs Unified School District #8 Pendergast School District #92 Peoria Unified School District #11 Phoenix Elementary School District # 1 Phoenix Union High School District #210 Picacho Elementary School District #33 Pima Unified School District #6 Pine Strawberry Elementary School District #12 Pinon Unified School District #4 Pomerene Elementary School District #64 Prescott Unified School District #1 Quartzsite Elementary School District #4 Queen Creek Unified School District # 95 Ray Unified School District #3 Red Mesa Unified School District #27

Riverside Elementary School District #2 Roosevelt Elementary School District # 66 Round Valley Unified School District #10 Sacaton Elementary School District #18 Saddle Mountain Unified School District #90 Safford Unified School District #1 Sahuarita Unified School District #30 San Carlos Unified School District #20 Sanders Unified School District #18 San Simon Unified School District #18 Santa Cruz Valley Unified School District #35 Santa Cruz Valley Union High School District #840 Scottsdale Unified School District # 48 Sedona-Oak Creek Unified School District #9 Seligman Unified School District #40 Sentinel Elementary School District #71 Shonto Preparatory Schools Show Low Unified School District #10 Sierra Vista Unified School District # 68 Snowflake Unified School District #5 Somerton Elementary School District #11 Sonoita Elementary School District #25 Stanfield Elementary School District #24 St. David Unified School District #21 St. Johns Unified School District Sunnyside Unified School District #12 Superior Unified School District #15 Tanque Verde Unified School District #13 Tempe Elementary School District #3 Tempe Union High School District # 213 Thatcher Unified Schools Toltec Elementary School District #22 Tolleson Elementary School District #17 Tolleson Union High School District # 214 Tombstone Unified School District #1 Tuba City Unified School District #15 **Tucson Unified School District** Union Elementary School District #62 Vail Unified School District #20 Valley Union High School District #22 Vernon Elementary School District Washington Elementary School District # 6 Wellton Elementary School District #24 West-MEC District #402 Whiteriver Unified School District #20 Wickenburg Unified School District #9 Willcox Unified School District Williams Unified School District #2 Wilson Elementary School District #7 Window Rock Unified School District #8 Winslow Unified School District #1 Young Public-School District Yuma Elementary School District # 1 Yuma Union High School District # 70

## GOLDER RANCH FIRE DISTRICT BOARD COMMUNICATION MEMORANDUM

TO:	Governing	; Board		
FROM:	Dave Christian, Finance Manager			
DATE:	July 19, 2022			
SUBJECT:	DISCUSSION AND POSSIBLE ACTION REGARDING THE GOLDER RANCH FIRE DISTRICT RECONCILIATION AND MONTHLY FINANCIAL REPORT			
ITEM #:	8C			
REQUIRED ACTIO	N:	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				
RECOMMENDED	IVIOTION			
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 6/1/2022 Through 6/30/2022

Account Code	Account Title	Current Period Budget	Current Period Actual	YTD Budget	YTD Actual
5000	Labor/Benefits/Employee Development	2,156,564.06	2,164,610.72	29,081,345.73	28,074,404.79
6000	Supplies/Consumables	110,440.86	289,815.14	1,418,790.32	1,293,517.77
6500	Vehicle / Equipment Expense	86,764.67	191,538.10	876,176.04	840,755.02
6750	Utilities / Communications	31,552.33	28,729.11	398,581.50	390,118.35
7000	Professional Services	86,812.17	103,706.29	1,242,366.04	976,978.45
7500	Dues/Subscriptions/Maint. Fees	53,098.59	22,728.57	440,601.08	383,249.64
7750	Insurance	7,000.00	0.00	175,592.00	152,307.87
8000	Repairs / Maintenance	40,015.82	70,560.18	575,753.81	497,047.74
9000	Debt Service	1,971,658.46	1,917,397.83	2,348,306.52	2,324,728.26
9500	Capital Outlay	484,499.58	604,849.53	6,133,994.96	2,001,923.58
9900	Interest Expense	668,354.53	721,178.81	1,515,992.00	1,562,857.15
Report Difference		(5,696,761.07)	(6,115,114.28)	(44,207,500.00)	(38,497,888.62)

## GOLDER RANCH FIRE DISTRICT BOARD COMMUNICATION MEMORANDUM

TO:	Governing Board			
FROM:	Maggie Hernandez, Board Services Specialist			
DATE:	July 19, 2022			
SUBJECT:	FUTURE AGENDA ITEMS			
ITEM #:	9			
REQUIRED ACTIO	N:	□ Discussion Only	Formal Motion	Resolution
RECOMMENDED	ACTION:	Approve	Conditional Approval	Deny
SUPPORTED BY:		Staff		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 nec	essary for t	this agenda item.		

## GOLDER RANCH FIRE DISTRICT BOARD COMMUNICATION MEMORANDUM

TO:	Governing	g Board		
FROM:	Randy Karrer, Fire Chief			
DATE:	July 19, 2022			
SUBJECT:	Call to the	Public		
ITEM #:	10			
REQUIRED ACTIO	N:	□ Discussion Only	Formal Motion	Resolution
RECOMMENDED	ACTION:	Approve	Conditional Approval	Deny
SUPPORTED BY:		Staff	Fire Chief	Legal Review
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 nece	No motion is necessary for this agenda item.			