GOLDER RANCH FIRE DISTRICT
GOVERNING BOARD MEETING
PUBLIC NOTICE AND AGENDA
REGULAR SESSION - AMENDED

Tuesday, January 18, 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, January 18, 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

   - PRESENTATION OF NEWLY APPOINTED BOARD MEMBER SANDRA OUTLAW

   - YEARS OF SERVICE
     - TREVOR CARLSON – 10 YEARS
     - IGNACIO GAMEZ – 10 YEARS
     - JASON JOHNS – 10 YEARS
     - ADAM LUNDEBERG – 10 YEARS
     - DANNY MARTINEZ – 10 YEARS
     - COLIN PORT – 10 YEARS

6. **CONSENT AGENDA**

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

A. APPROVE MINUTES – DECEMBER 21, 2021 REGULAR SESSION

B. APPROVE MINUTES – DECEMBER 21, 2021 EXECUTIVE SESSION

C. APPROVE MINUTES – JANUARY 11, 2022 SPECIAL SESSION

D. APPROVE MINUTES – JANUARY 11, 2022 EXECUTIVE SESSION

E. APPROVAL AND ADOPTION OF THE EXTENSION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY DEPARTMENT OF HEALTH AND GOLDER RANCH FIRE DISTRICT FOR THE PROVISIONS AND ADMINISTRATION OF IMMUNIZATIONS AND TESTING CLINICS

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
  - 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
  - FIRE AND LIFE SAFETY
  - LOGISTICS
  - PLANNING
  - FACILITIES
  - FLEET

C. ESSENTIAL SERVICES ASSISTANT CHIEF'S REPORT – CHIEF BRANDHUBER
- UPDATES ON THE FOLLOWING AREAS
  - ASSISTANT CHIEF'S ACTIVITIES
  - ESSENTIAL SERVICES
  - 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. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF RESOLUTION 22-0001 TO ADOPT A 115 TRUST ADMINISTERED BY PARS

B. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF THE AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT 003 WITH WSM ARCHITECTS.

C. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF THE FOLLOWING AMENDED POLICIES: 917 – PERSONAL FIREARMS AND 1047 RETIREMENT PLANS

D. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF THE SUPPORT OF ARIZONA FIRE CHIEFS ASSOCIATION'S CERTIFICATE OF NECESSITY (CON) BILL

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

9. FUTURE AGENDA ITEMS

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

- Regularly scheduled meeting – February 15, 2022

10. CALL TO THE PUBLIC

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

11. ADJOURNMENT

_____
Wally Vette, Clerk of the Board
Golder Ranch Fire District

To view the meeting online please visit our website at grfdaz.gov/grfd-agenda-minutes, 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 01/12/2022 at 5:00 p.m.
Amended by: Maggie Hernandez 01/13/2022 at 2:00 p.m.

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Maggie Hernandez, Board Services Specialist

DATE: January 18, 2022

SUBJECT: Fire Board Reports

ITEM #: 3

REQUIRED ACTION:	☒ Discussion Only	☐ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☐ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☐ Legal Review

BACKGROUND

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

RECOMMENDED MOTION

No motion is necessary for this agenda item.

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: January 18, 2022

SUBJECT: Call to the Public

ITEM #: 4

REQUIRED ACTION:	☒ Discussion Only	☐ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☐ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☐ Legal Review

BACKGROUND

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

RECOMMENDED MOTION

No motion is necessary for this agenda item.

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: January 18, 2022

SUBJECT: PRESENTATION OF PERSONNEL

ITEM #: 5B

REQUIRED ACTION: ☒ Discussion Only ☐ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☐ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☐ Legal Review

BACKGROUND

This is the time for recognizing personnel who have achieved employment milestones or have achieved other distinctions.

Presentation of newly appointed Board Member Sandra Outlaw

Years of Service

- Trevor Carlson – 10 Years
- Ignacio Gamez – 10 Years
- Jason Johns – 10 Years
- Adam Lundeberg – 10 Years
- Danny Martinez – 10 Years
- Colin Port – 10 Years

RECOMMENDED MOTION

No motion is necessary for this agenda item.

EMPLOYEE RECOGNITION

Employee Name: Trevor Carlson

Date of Hire: 1/10/2012

Current Position: Paramedic

Reason for Recognition: Years of Service

Date of Board Meeting: January 18, 2022

Prepared by:

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

Complete: 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: 12/31/2021

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

GRFD CAREER HISTORY: Paramedic Carlson A.K.A. T-Boy was hire in January of 2012. He assigned to 376 C shift where Captain Valencia and the crew whipped him into shape and help mold Paramedic Carlson into the Paramedic that he is today. These experiences and expectations have made Paramedic Carlson a successful employee with GRFD.

- *PROFESSIONAL ACCOMPLISHMENTS/ACHIEVEMENTS:* In March of 2015 FF. Carlson completed paramedic school while balancing his responsibilities as a full time career firefighter, Dad, and loving husband. The very next month Paramedic Carlson was back on the grind tackling the driver operator course. Five short years later Paramedic Carlson was tackling yet another career goal of becoming a Promoted Paramedic. Paramedic Carlson has done nothing but improve on his knowledge, skills, and abilities as a member of the GRFD team.

- *PERSONAL OR SPECIAL NOTES OF INTEREST*: Paramedic Carlson is a Family first man. Everything he does is for the betterment of his lovely wife and their three beautiful children. He enjoys spending time with the family and every once in a while you can find him hunting or fishing. Paramedic Carlson is a man of conviction and he truly lives by the creed of living and serving with strong hands and caring hearts.

EMPLOYEE RECOGNITION

Employee Name: Ignacio Gamez

Date of Hire: 1/10/2012

Current Position: Engineer

Reason for Recognition: Years of Service

Date of Board Meeting: January 18, 2022

Prepared by: 370 B-shift

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

Complete: 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: 12/31/2021

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

- *GRFD CAREER HISTORY:*
  Hired in 2012
  Selected to the Wildland Division in 2014
  Promoted to Engineer in 2019
- *PROFESSIONAL ACCOMPLISHMENTS/ACHIEVEMENTS:*

  Active member of the Apparatus Committee since 2020

  Accepted multiple Wildland assignments both in and out of state
- *PERSONAL OR SPECIAL NOTES OF INTEREST:*

  Married for 6 years to Priscilla, they have two girls Mila who is 4, and Romi who is 1

  Personal comments from his crew members:

  "He is always willing and happy to mentor probationary firefighters, advanced firefighters, and driver/operators."

  "He shares his knowledge in a friendly manner and is very easy to learn from."

  "Gamez brings a light atmosphere to the crew where we can do the job and have fun doing it"

  "Needs cooking lessons from Engineer Cramblit"

  "Could do a refusal from time to time"

  *"Needs at least **one** shirt without an armpit hole"*

EMPLOYEE RECOGNITION

Employee Name: Adam Lundeberg

Date of Hire: 1/10/2012

Current Position: Communications Captain

Reason for Recognition: Years of Service

Date of Board Meeting: January 18, 2022

Prepared by: Steve Lunde

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

Complete: 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: 12/31/2021

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

- *GRFD CAREER HISTORY : Adam started his career at station 374 as a probationary FF. He became a medic and promoted to the promoted paramedic position before promoting to Captain. On December 13th 2021 he stepped up to take the position of Communications Captain.*

- *PROFESSIONAL ACCOMPLISHMENTS/ACHIEVEMENTS:*

  Adam is an active member of the Wildland Team.

- *PERSONAL OR SPECIAL NOTES OF INTEREST:*

  Adam has been married to his wife Sierra for eight years and they have two kids Michael (5) and Adrian (3).

EMPLOYEE RECOGNITION

Employee Name: Colin Port

Date of Hire: 1/10/2012

Current Position:

Reason for Recognition: Years of Service

Date of Board Meeting: January 18, 2022

Prepared by: Adam Jarrold

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

Complete: 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: 12/31/2021

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

- *GRFD CAREER HISTORY:*

Hired January 10, 2012, Academy 12-01. Promoted to Fire-medic February 2014. Member of GRFD Wildland team since 2014. Promoted to Paramedic February 2019. Promoted to Captain May 2021, currently assigned to Station 370, C-shift.

- *PROFESSIONAL ACCOMPLISHMENTS/ACHIEVEMENTS:*

While at GRFD: Served as an E-board member of L3832, Instructor at PCC, Instructor for JTED, Instructor/team member/board of director for Arizona Wildfire and Incident Management Academy (AWIMA), member of the Southeast Zone (SEZ) training group made up of Federal and State agencies in Southeastern AZ. Firefighter of the year 2019 or 2020 can't remember. Received a couple of Fire Chief Challenge coins for being really rad!

- *PERSONAL OR SPECIAL NOTES OF INTEREST:*

Married 17 years to amazing wife Shanell. Two boys, Jake 16, Aaron 12. Can Am owner, you know, for shredding the gnar! Colin is the king of unfinished projects: 1928 Chevy 2 door, 1965 Dodge pick-up, son's 1967 Ford pick-up, 1999 Ford Pick-up, house remodel and the list goes on!

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Maggie Hernandez, Board Services Specialist

DATE: January 18, 2022

SUBJECT: APPROVE MINUTES – DECEMBER 21, 2021 REGULAR SESSION
APPROVE MINUTES – DECEMBER 21, 2021 EXECUTIVE SESSION
APPROVE MINUTES – JANUARY 11, 2022 SPECIAL SESSION
APPROVE MINUTES – JANUARY 11, 2022 EXECUTIVE SESSION
APPROVE AND ADOPT THE EXTENSION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY DEPARTMENT OF HEALTH AND GOLDER RANCH FIRE DISTRICT FOR THE PROVISIONS AND ADMINISTRATION OF IMMUNIZATIONS AND TESTING CLINICS

ITEM #: 6A

REQUIRED ACTION:	☐ Discussion Only	☒ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☒ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☐ Legal Review

BACKGROUND

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

A. APPROVE MINUTES – DECEMBER 21, 2021 REGULAR SESSION
B. APPROVE MINUTES – DECEMBER 21, 2021 EXECUTIVE SESSION
C. APPROVE MINUTES – JANUARY 11, 2021 SPECIAL SESSION
D. APPROVE MINUTES – JANUARY 11, 2021 EXECUTIVE SESSION
E. APPROVE AND ADOPT THE EXTENSION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY DEPARTMENT OF HEALTH AND GOLDER RANCH FIRE DISTRICT FOR THE PROVISIONS AND ADMINISTRATION OF IMMUNIZATIONS AND TESTING CLINICS

RECOMMENDED MOTION

Motion to approve the January 18, 2022 Consent Agenda

GOLDER RANCH FIRE DISTRICT
GOVERNING BOARD MEETING
REGULAR SESSION MINUTES
December 21, 2021 9:00 a.m.
3885 East Golder Ranch Drive, Tucson, Arizona

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1. **CALL TO ORDER/ROLL CALL**
   Fire Board Chairperson Cox Golder called the meeting to order on December 21, 2021, at 9:00 a.m.

   Members Present: Board Chairperson Vicki Cox Golder, Board Vice-Chair Richard Hudgins (via Zoom), Clerk Wally Vette, and Board Member Steve Brady

   Staff Present: Fire Chief Randy Karrer, Assistant Chief Patrick Abel, Assistant Chief Tom Brandhuber, Finance Manager Dave Christian, Local 3832 President Jones, Administrative Assistant Maggie Hernandez, and Legal Counsel Donna Aversa

   Assistant Chief Robb was absent due to illness.

2. **SALUTE AND PLEDGE OF ALLEGIANCE**
   All in attendance recited the Pledge of Allegiance.

3. **FIRE BOARD REPORTS**
   Board Member Vette congratulated staff on Winter Wonderland and said it was very fun.

4. **CALL TO THE PUBLIC**
   There were no public issues presented.

5. **PRESENTATIONS**

   A. PRESENTATION FROM CATALINA CRUSADERS – A DONATION TO LOCAL #3832 FOR THE ANNUAL SHOP WITH A FIREFIGHTER EVENT – Ruth from the Players Pub was not in attendance. Union Representative Tobin Johnson spoke on behalf of Ruth and explained the fundraiser. He said it helped over 120 kids, we received double the amount of money this year, and it was a huge outpouring from community.

   B. PRESENTATION OF PERSONNEL

   PRESENTATION FOR FORMER BOARD MEMBER ALBERT PESQUEIRA
   Chief Karrer congratulated Mr. Albert Pesqueira and thanked him for his time serving the community.

RETIREMENT

- ANTONIO BENJAMIN
- WILL LOESCHE

Retired Captain Benjamin received a plaque, flags, helmet, and an axe in recognition of his recent retirement. Retired Fire Marshal Loesche received a plaque and helmet for his recent retirement. Chief Karrer thanked each of them for their service to the community.

NEW HIRE

- OSCAR HERNANDEZ – Behavioral and Loyalty Oaths were administered

YEARS OF SERVICE

- ALLISON DELONG – 5 YEARS

Human Resources Manager Delong received her pin for 5 years of service.

PROMOTIONS

- JENN AKINS – PROMOTION TO FIRE MARSHAL
- BRAD WHITE – PROMOTION TO DEPUTY FIRE MARSHAL
- MARK WILSON – PROMOTION TO BATTALION CHIEF
- RANDY CRAMBLIT – PROMOTION TO ENGINEER
- DENNIS YAUCH – PROMOTION TO ENGINEER

Chief Cesarek introduced Fire Marshal Akins and Deputy Fire Marshal White and congratulated them on their recent promotions. They were both pinned with their new badges. Chief Pearce introduced Battalion Chief Wilson, Engineer Cramblit, and Engineer Yauch and congratulated them on their recent promotions. They were all pinned with their new badges.

The Board took a brief break at 9:53 a.m. and reconvened 9:58 a.m.

6. CONSENT AGENDA

A. APPROVE MINUTES – NOVEMBER 16, 2021 REGULAR SESSION
B. APPROVE MINUTES – DECEMBER 3, 2021 SPECIAL SESSION
C. APPROVE AND ADOPT THE GOLDER RANCH FIRE DISTRICT'S REGULAR GOVERNING BOARD MEETING SCHEDULE FOR CALENDAR YEAR 2022

MOTION by Board Member Brady to approve the December 21, 2021 Consent Agenda
MOTION SECONDED by Board Member Vette
MOTION CARRIED 4/0

7. REPORTS AND CORRESPONDENCE

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A. FIRE CHIEF'S REPORT – Chief Karrer presented the Fire Chief's Report to the Governing Board. He stated that Winter Wonderland and the Union Christmas Party were both successful and thanked those who helped put the events together. He said that 75-plus cars went through Winter Wonderland and said the Union Christmas party at the Omni Tucson National Resort was a wonderful well-attended event. Chief Karrer added that we will be running on a skeleton crew for the next week during the holidays.

- LEADERSHIP TEAM REPORT – Tobin Johnson filled in for President Jones. He reported that the Shop with a Firefighter event was a success and Union Christmas party was success. He stated that March 5th will be the annual archery event.

B. PLANNING ASSISTANT CHIEF'S REPORT – Chief Abel presented the Logistics/Planning Assistant Chief's report to the Governing Board. Chief Abel wanted to speak about the bond project at Station 374 – we received the grading permit, progress will increase after new year. The appraisal came in for Station 378 at $325,000, an increase from eighteen months ago when it was $285,000. There were no further questions or comments from the Governing Board.

C. ESSENTIAL SERVICES ASSISTANT CHIEF'S REPORT – Chief Brandhuber presented the Essential Services Assistant Chief's report to the Governing Board. Chairperson Cox Golder asked about the certificate of necessity (CON) legislation. Chief Brandhuber replied that it will not affect us negatively. He added that Chief Karrer works closely with Chief Frietag and will make sure it is vetted before they support anything else. Board Member Vette asked about KVOA News records request. Chief Brandhuber responded that they are looking into discipline records from the previous month. Board Member Vette asked a question regarding depreciation. Finance Manager Christian answered the question, stating there is a depreciation schedule we follow but we do not report it monthly internally. Board Member Vette asked a question to Human Resources Manager Delong regarding a committee mentioned in her report and she answered. There were no further questions or comments from the Governing Board.

D. EMERGENCY RESPONSE/PROFESSIONAL DEVELOPMENT ASSISTANT CHIEF'S REPORT - Chief Fred Pearce presented the Operations Assistant Chief's Report to the Governing Board. Board Member Vette asked what "LZ" training was. Chief Pearce responded that it stands for landing zone for helicopters. There were no further questions or comments from the Governing Board.

8. REGULAR BUSINESS

A. DISCUSSION AND POSSIBLE ACTION REGARDING NOMINATIONS FOR THE GOLDER RANCH FIRE DISTRICT GOVERNING BOARD POSITIONS OF CHAIRPERSON, VICE-CHAIRPERSON AND CLERK FOR A ONE-YEAR TERM FOR CALENDAR YEAR 2022

MOTION by Vice-Chair Hudgins to nominate Vicki Cox Golder as Chairperson of the Golder Ranch Fire District Governing Board

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MOTION SECONDED by Board Member Brady
MOTION CARRIED 4/0

MOTION by Chairperson Cox Golder to nominate Richard Hudgins as Vice-Chairperson of the Golder Ranch Fire District Governing Board
MOTION SECONDED by Board Member Brady
MOTION CARRIED 4/0

MOTION by Chairperson Cox Golder to nominate Board Member Vette as Clerk of the Golder Ranch Fire District Governing Board
MOTION SECONDED by Board Member Brady
MOTION CARRIED 4/0

B. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT OF A REPRESENTATIVE FROM THE GOLDER RANCH FIRE DISTRICT'S GOVERNING BOARD TO THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM'S LOCAL PENSION BOARD

MOTION by Chairperson Cox Golder to nominate Clerk Vette as Chairperson of the Golder Ranch Fire District's Governing Board to the Public Safety Personnel Retirement System's Local Pension Board pursuant to A.R.S. §38-847(A)(3).
MOTION SECONDED by Board Member Brady
MOTION CARRIED 4/0

C. EXECUTIVE SESSION: THE BOARD MAY VOTE TO GO INTO EXECUTIVE SESSION PURSUANT TO A.R.S. §38-431.03.A(3) FOR DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY FOR THE DISTRICT REGARDING THE BOARD VACANCY CREATED BY THE RESIGNATION OF BOARD MEMBER PESQUEIRA AND THE PROCESS TO FILL THE VACANCY FOR THE BALANCE OF HIS TERM. **Note – executive sessions are confidential pursuant to Arizona law.

MOTION by Board Member Brady to enter into executive session pursuant to A.R.S. §§38-431.03.A(3) for the purpose of legal advice with the attorney at 10:12 a.m.
MOTION SECONDED by Vice-Chair Hudgins
MOTION CARRIED 4/0

Those present in the executive session were the Board Members, Chief Karrer, Attorney Aversa, and Administrative Assistant Hernandez.

The Board reconvened into regular session at 10:30 a.m.
Chairperson Cox Golder reminded those in attendance Executive Sessions are confidential pursuant to ARS §38-431.03(C).

D. DISCUSSION AND POSSIBLE ACTION TO ESTABLISH THE BOARD'S PROCESS TO FILL THE VACANT BOARD SEAT, INCLUDING SCHEDULING A SPECIAL MEETING FOR INTERVIEW AND POSSIBLE APPOINTMENT TO FILL VACANCY

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Donna Aversa stated that the Board will set a special meeting and schedule each of the seven applicants for a fifteen-minute interview. Attorney Aversa recommended the first part of January, on or around the 11th, so the appointed applicant will have time to get certifications to be sworn in by the regular February board meeting. Attorney Aversa recommended the interviews be held in executive session.

MOTION by Board Member Vette to establish the Board's process to fill the vacant board seat, including scheduling a special meeting for interview and possible appointment to fill vacancy
MOTION SECONDED by Board Member Brady
MOTION CARRIED 4/0

E. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL AND ADOPTION OF THE AUDIT RESULTS PRESENTED BY BEACH FLEISCHMAN AND THE ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) FOR FISCAL YEAR ENDING JUNE 30, 2021

Board Member Vette asked about the hydrant score of 32 out of a possible 40 and questioned where we are short. Finance Manager Dave Christian said FLS wanted to lay out a metric for Fire and Life Safety. Chief Brandhuber added that it can be a battle with private water companies allowing us to test the hydrants and it directly affects ISO rating.

MOTION by Board Member Vette to approve the audit report and final Annual Comprehensive Financial Report (ACFR) for fiscal year ending June 30, 2021 as presented
MOTION SECONDED by Board Member Brady
MOTION CARRIED 4/0

F. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF AN UPDATE TO THE FOLLOWING POLICIES: 203 – PROFESSIONAL DEVELOPMENT, 403 – CODE ENFORCEMENT, 701 – PERSONAL COMMUNICATION DEVICES, AND 708 – PUBLIC ALERTS

MOTION by Board Member Vette to approve and accept the updates to the following policies: 203 – Professional Development, 403 – Code Enforcement, 701 – Personal Communication Devices, and 708 – Public Alerts
MOTION SECONDED by Board Member Brady
MOTION CARRIED 4/0

G. DISCUSSION AND POSSIBLE ACTION REGARDING THE PREVIOUSLY APPROVED POLICY: 1048 – HOLIDAY TIME OFF
Board Clerk Vette stated he wanted to take away birthday holiday in lieu of Juneteenth. Chairperson Cox Golder disagreed, stating we should give all holidays to staff that we can. Board Member Brady asked about the MOU. Chief Karrer said we have historically followed the holidays, but we can make adjustments. Chief Karrer said policy was more about procedure and floating holidays. Chief Karrer stated the birthday holiday is part of

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MOU and we would be in violation of MOU if we take it away. Board Member Brady asked what the cost was again. Chief Brandhuber responded $41,000. Board Clerk Vette said he is concerned at a more global budget issue as salaries increase and other costs increase in the future.

MOTION by Board Member Vette to approve and accept the following previously approved policy: 1048 – Holiday Time Off
MOTION SECONDED by Board Member Brady
MOTION CARRIED 4/0

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

Finance Manager Christian presented the monthly financials and reconciliation for Golder Ranch Fire District to the Governing Board. There were no further questions or comments from the Governing Board.

MOTION by Vice-Chair Vette to approve and accept the Golder Ranch Fire District reconciliation and monthly financial reports as presented
MOTION SECONDED by Board Member Brady
MOTION CARRIED 4/0

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 – January 18, 2022

10. CALL TO THE PUBLIC

11. ADJOURNMENT

MOTION by Board Member Brady to adjourn the meeting at 10:55 a.m.
MOTION SECONDED by Board Clerk Vette
MOTION CARRIED 5/0

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

DRAFT

GOLDER RANCH FIRE DISTRICT
GOVERNING BOARD MEETING
SPECIAL SESSION MINUTES
January 11, 2022 8:30 a.m.
3885 East Golder Ranch Drive, Tucson, Arizona

DRAFT

1. CALL TO ORDER/ROLL CALL

Fire Board Chairperson Cox Golder called the meeting to order on January 11, 2022, at 8:35 a.m.

Members Present: Board Chairperson Vicki Cox Golder, Board Vice-Chair Richard Hudgins (via Zoom), Clerk Wally Vette, and Board Member Steve Brady

Staff Present: Fire Chief Randy Karrer, Board Services Specialist Maggie Hernandez, Legal Counsel Donna Aversa, and IT Applications Specialist Artan Bela (to assist with Zoom for Vice-Chair Hudgins)

2. SALUTE AND PLEDGE OF ALLEGIANCE

All in attendance recited the Pledge of Allegiance.

3. CALL TO THE PUBLIC

There were no public issues presented.

4. REGULAR BUSINESS

A. DETERMINE THE PROCEDURES AND REQUIREMENTS FOR HOW THE MEETING AND INTERVIEWS SHALL BE CONDUCTED

- Approval of list of questions to be asked to each candidate
- Designation of time allotted for each candidate
- Order in candidates will be considered and possible deviation from order as listed in this agenda
- Confirm each of the candidates listed below received at least 24 hours written notice of the meeting pursuant to A.R.S. §38-431.03.A(1)

Board Services Specialist Hernandez confirmed that all candidates were given at least 24 hours written notice of the meeting and their interview times were confirmed either by phone or email. Vice-Chair Hudgins requested to change the wording on questions five and seven for clarity; however, the meaning of the questions remained the same. Vice-Chair Hudgins asked if all candidates resided within the Golder Ranch Fire District. Chief Karrer verified that they were all district residents and described their locations. Legal Counsel Aversa gave advice on how to score each candidate.

MOTION by Vice-Chair Hudgins to approve the questions as presented and questions five and seven that were slightly altered for clarity
MOTION SECONDED by Board Member Brady
MOTION CARRIED 4/0

B. CHAIRPERSON'S NOTICE: EXECUTIVE SESSIONS ARE CONFIDENTIAL AND THOSE PRESENT DURING EXECUTIVE SESSION ARE PROHIBITED BY STATUTE FROM DISCLOSING EXECUTIVE SESSION INFORMATION PURSUANT TO A.R.S. §38-431.03(C)

Chairperson Cox Golder reminded those in executive session that all matters discussed in executive session are confidential pursuant to A.R.S. §38-431.03(C).

NO MOTION NEEDED FOR THIS AGENDA ITEM

C. THE BOARD MAY VOTE TO GO INTO EXECUTIVE SESSION PURSUANT TO A.R.S. §38-431.03.A(1) FOR CONSIDERATION OF APPOINTMENT OF EACH BOARD MEMBER CANDIDATE AT THEIR SCHEDULED INTERVIEW TIMES

MOTION by Board Member Brady to move into executive session for consideration of appointment of each board member candidate at their scheduled interview times at 8:53 a.m.
MOTION SECONDED by Board Clerk Vette
MOTION CARRIED 4/0

Legal Counsel Aversa informed each candidate individually that their interview would be in executive session and that all matters discussed in executive session are confidential pursuant to A.R.S. §38-431.03(C).

The Board took two short breaks in between candidate interviews. Executive session ended at 11:07 a.m.

D. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT OF A PERSON TO FILL THE VACANCY ON THE GOVERNING BOARD FOR THE UNEXPIRED REMAINDER OF THE TERM

The Board discussed the candidates and their unique qualifications before making a decision on an appointment. The Board advised that all candidates who were not chosen to be advised by writing shortly after the meeting.

MOTION by Board Clerk Wally Vette to appoint Sandra Outlaw to the Golder Ranch Fire District Governing Board for the remainder of the unexpired term until December 2022
MOTION SECONDED by Vice-Chair Hudgins
MOTION CARRIED 4/0

DRAFT

9. ADJOURNMENT

MOTION by Chairperson Cox Golder to adjourn the meeting at 11:09 a.m.
MOTION SECONDED by Board Clerk Vette
MOTION CARRIED 4/0

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

DRAFT

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Maggie Hernandez, Board Services Specialist

DATE: January 18, 2022

SUBJECT: APPROVAL AND ADOPTION OF THE EXTENSION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY DEPARTMENT OF HEALTH AND GOLDER RANCH FIRE DISTRICT FOR THE PROVISIONS AND ADMINISTRATION OF IMMUNIZATIONS AND TESTING CLINICS

ITEM #: 6E – CONSENT AGENDA

REQUIRED ACTION:	☐ Discussion Only	☒ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☒ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☐ Legal Review

BACKGROUND

This is an extension of the intergovernmental agreement between Pima County Department of Health and Golder Ranch Fire District (GRFD) to provide paramedics who have been trained in the delivery of vaccinations to assist at Pima County's clinics and events. This is a one-year contract and is set up similar to a wildland assignment agreement. Golder Ranch Fire provides the personnel as needed, GRFD pays them their overtime rate for the hours worked, and GRFD would then submit to the county for reimbursement.

RECOMMENDED MOTION

Agenda item is included in the January 18, 2022 Consent Agenda.

Pima County Department of Health

Project: Administration of Immunizations and Testing

Contractor: Golder Ranch Fire District

Contract No.: CT-HD-21-309

Contract Amendment No.: 01

INTERGOVERNMENTAL AGREEMENT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On February 17, 2021, County and Contractor entered into the above referenced agreement to provide support in the administration of immunizations and testing.

1.2. Purpose. County requires to extend the term for two additional years due to continuation of the COVID-19 pandemic.

2. Term. The County is exercising the first extension option to renew the contract for one additional year commencing on February 17, 2022 and terminating on February 16, 2024. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. Exhibit C, Personnel Rate Schedule. The Parties have agreed that going forward only the services of EMTs and Paramedics will be required. Replace Exhibit C with **Exhibit C.1** (1 page).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY	**GOLDER RANCH FIRE DISTRICT**
Chair, Board of Supervisors	Authorized Officer Signature
Date	Printed Name and Title
ATTEST	Date
Clerk of the Board	
Date	

APPROVED AS TO CONTENT

Department Head

Date

ATTORNEY CERTIFICATION

The foregoing Agreement between Pima County and the Golder Ranch Fire District has been reviewed pursuant to A.R.S. § 11 952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

Deputy County Attorney	Attorney, Golder Ranch Fire District
Print DCA Name	Name
Date	Date

EXHIBIT C.1 (1 page)

PERSONNEL RATE SCHEDULE

Supplies and equipment shall be at District's replacement cost.

RANK	OVERTIME MINUMUM	OVERTIME MAXIMUM
Firefighter/EMT	22.68	34.78
Paramedic	28.65	41.14
Captain/Paramedic	35.94	50.31

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: January 18, 2022

SUBJECT: FIRE CHIEF'S REPORT

ITEM #: 7A

REQUIRED ACTION:	☒ Discussion Only	☐ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☐ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☐ Legal Review

BACKGROUND

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

- Meetings/Trainings and Events Attended
- Political & Public Safety Interactions
- District Activities
- Personnel
- Commendations/Thank You Cards Received

Also, under this agenda item the Local 3832 President will present their report to the governing board.

- Leadership Team Report – President Jones

RECOMMENDED MOTION

No motion is necessary for this agenda item.

CHIEF'S REPORT

Fire Chief – Randy Karrer

December 2021

Meetings, Trainings & Events Attended for the Month

I conducted the monthly Fire Chief's status meeting with all assistant, deputy and division chiefs, and management.

I conducted weekly command staff meetings. We also conducted an emergency command staff meeting to discuss the Telestaff outage and the plan for the future.

We conducted the monthly governing board meeting in person and via Zoom.

I met with Vice-Chair Hudgins to discuss the board vacancy.

I attended a Securis workers' compensation meeting.

I attended the Leadership meeting and later met with union President Jones to discuss a variety of topics. We continue to have a very proactive relationship with proactive and collaborative discussions.

I attended the Oro Valley Executive Leadership Team (ELT) meeting with all the directors of the Town of Oro Valley. I formally informed the Town that we are moving our administrative headquarters in the middle of the Town of Oro Valley. We have a wonderful partnership with the Town.

I attended the Piechura Memorial Committee meeting at Northwest Fire District (NWFD).

I attended Oracle Fire's board meeting to recognize Fire Chief Robert Jennings for 25 years of service.

Oro Valley Police Department (OVPD) Chief Riley and I read "The Polar Express" to the children of OVPD and Golder Ranch Fire District (GRFD) in Oro Valley Council chambers again. Chocolate milk, cookies, and crafts entertained the children and, of course, we had a fire truck tour. Special thanks to Engine 381 and Engine 376 A-shift. We had 4 readings with approximately 50 children at each reading. It was FABULOUS! This was our second and last reading, but we have already begun planning next year.

Political & Public Safety Interactions & Updates

Attached please find the Arizona Fire Districts Association (AFDA) legislative update and political report. I attended the AFDA board meeting virtually. We discussed many legislative issues that are being considered.

I attended a Zoom call regarding multiple legislative items with fire chiefs and Professional Firefighters of Arizona (PFFA) e-board members from around the state.

I facilitated the Arizona Fire Services Institute (AFSI) meeting. We have been preparing for many legislative issues. There will be many new legislators this session, often referred to as freshman.

I met virtually with all the area emergency department directors, hospital CEOs, ambulance providers and fire chiefs to develop an ambulance "drop off" plan to address hospital wait times. This was developed by Pima County Emergency Medical Services Council (PEMS), chaired by Chief Brandhuber. See the attached plan that was adopted.

District Activities for the Month

Our scheduling program Telestaff completely crashed mid-December. Upon further investigation, we found the program, which is cloud based, crashed nationwide. The parent company, Kronos, was the victim of a ransomware attack. They advised us that the program would likely be out of service for many weeks, possibly months. This was a significant issue as we use Telestaff not only for scheduling, but, also for payroll. Special thanks to Gabe Bravo, Colin Ryan and Fred Pearce for coming in on the weekend to ensure our payroll for that week would be as accurate as possible. They did a great job! Our rock star IT department (special thanks to Andy Mac) resurrected our old scheduling program, "Crew Scheduler," and we were completely operational by the end of the week.

Construction began at station 374. We are making a variety of improvements related to firefighter health and safety at that station. Security of the station will also be addressed.

Division Chief Perry began coordinating accreditation meetings. The most recent involved members from the Technical Rescue Team (TRT). These are important as we develop our risk assessment that will be a component of the Standards of Cover.

Managers and division heads will begin working together to adjust our budgetary priorities for the upcoming budget. With the changes that have been made to Golder Ranch Fire District's (GRFD)

organizational structure, we must ensure proper expense accounting to each division and account category. As such, cost centers and accounts will be adjusted for better tracking. We will begin the budget process for 2022-2023 in late January.

We received 7 applications from residents of the District for the open fire board position. They will be placed on the agenda for review by the Governing Board. At that point, the Board can decide how they would like to proceed. The selection process was scheduled for January 11th.

We FINALLY received one of our new ambulances. It was ordered January 2021. Fleet has been working diligently to get it in service. We still have one that is being held up because of another recall. We are hoping that will be released in January for delivery.

The information we received from KME is that our 5 engines are on schedule for a late spring or early summer delivery. Keep your fingers crossed.

The North Tucson Firefighters Association (NTFFA) fundraising event at Players Pub was a huge success. The event raised more than $20,000, which is the second largest event in the history of this fundraiser. The funds provided toys for under privileged children throughout Oro Valley, Catalina, and the tri cities – Mammoth, San Manuel, and Oracle.

We all came together to create our second Winter Wonderland at the north Professional Development campus! It was spectacular and a beautiful display of lights! Truly a team effort! I am so proud of TEAM GRFD!

The NTFFA and GRFD holiday party was held at the Omni National Resort on December 18th. It was a wonderful and safe gathering!

Personnel Updates

Many members of staff and some board members attended Fire Marshal Will Loesche's retirement luncheon. It was extremely well attended, including Arizona State Fire Marshal Cassie Peters.

As the holiday season approached, I encouraged all to take a step back and enjoy the spirit of the season! Our Special Operations, station 377 C-shift certainly did! Please see the attached "Christmas Hugs" card.

Commendations and Thank You Letters Received for the Month

- Thank you card for Captain Pete Paddock, Paramedic Rajiv Morales German, Paramedic Matt Bonilla, Engineer Keith Burgle, Firefighter Andrew Pacheco, and Firefighter Molly Kolt. This kind resident sent each crew member their own individual cards with the same message on the inside.

- Thank you note for Captain John Spanarella, Engineer Robert Russo, Fire Medic James Cissell, Fire Medic Eric House, and Fire Medic Daniel Brandon. This resident also included a donation along with the note.

- Thank you/Christmas card for Captain Andrew Shultz, Engineer Shane Van Deren, Paramedic Jason Lowe, and Firefighter Molly Kolt.

- Thank you email for Acting Battalion Chief Mike Leslie, EMS Captain Nate Mitchell, Captain Felipe Torres, Engineer Dennis Yauch, Paramedic Dan Wallace, Firefighter Bennett Nejadeh.

Hernandez, Maggie

From: John Flynn <johnflynn@azfireadvisor.com>
Sent: Monday, December 13, 2021 7:32 AM
To: AFDA Admin
Subject: [EXTERNAL]: AFDA Weekly Legislative & Political Report - 12/13/21

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.

- The Arizona Department of Revenue (ADOR) reported recreational marijuana sales of $58 million in October 2021, a record high amount. Recreational marijuana generated $4.9 million in transaction privilege tax (TPT) and $9.7 million in excise taxes in October, a portion of which (approx.. 30%) are distributed to Arizona's fire and police PSPRS employers. Year-to-date excise tax collections is $39.3 million. Excise tax distributions to fire and police PSPRS employers is slated for December 2021.

Legislative / Regulatory / Elections / Political Calendar

- **January 10, 2022 -**55th Arizona Legislature – 2nd Regular Session convenes (*28 days*)
- **January 11, 2022** – bill pre-filing period ends
- **January 14, 2022** – House member 7 bill limit imposed
- **January 19, 2022** – last day for Senate members to submit bill requests to Legislative Council
- **February 1, 2022** – last day for Senate bill introduction
- **February 5, 2022** - last day for House members to submit bill requests to Legislative Council
- **February 8, 2022** - last day for House bill introduction
- **February 19, 2022** – last day for bill hearings in the body of origin

55th Arizona Legislature – 2nd Regular Session - Fire Service Bills of Interest – PRE-FILED

A total of 37 bills have been pre-filed for the legislative session, which convenes in 28 days. Anticipate 1,500 bills, + or – will be introduced this session. Links for the filed bill language are provided.

- S1014i: **AMBULANCE SERVICES; RURAL AREAS** (Sen. Townsend, R-16, Apache Junction) - In rural areas of a county with a population of less than 500,000 persons, a fire department or fire district is authorized to provide ambulance service to transport a patient in an emergency medical situation regardless of whether the fire department or fire district has a certificate of necessity.
- H2010i: **FIRST RESPONDER FLAGS; HOMEOWNERS' ASSOCIATIONS** (Rep. Kavanagh, R-23, Fountain Hills) - Condominium associations and homeowners' associations cannot prohibit the display of a "first responder flag" (defined).

Upcoming at AFDA

- **January 6, 2022** – AFDA Board Meeting – AFDA Board Meeting – Phoenix AZ, at 10:00 a.m.
- **January 20 & 21, 2022** – AFDA Annual Conference – Casino del Sol, Tucson AZ



PROPERTY TAX OVERSIGHT COMMISSION

Arizona Department of Revenue Building

Douglas A. Ducey
Governor

Neeraj Deshpande
Chairman

Jim Brodnax **Member**
Kevin McCarthy **Member**
Chris Kelling **Member**
Vacant **Member**

AGENDA

Monday, November 29, 2021
11:00 a.m.

Arizona Department of Revenue
Virtual meeting held on Google Meets
Join by Phone: +1 575-815-4037 PIN: 975 822 961#
Video Link: https://meet.google.com/aza-qehp-teb

ITEM		
1.	Call to Order	By Chairperson
2.	Approval of Minutes	Action by PTOC
3.	Review school districts with primary property tax rates greater than 150% of the Qualifying Tax Rate and a combined tax rate that exceeds the 1% Constitutional limit on at least half of the residential property pursuant to A.R.S. § 42-17151	Action by PTOC
4.	Review secondary property tax levies for counties, community college districts, cities and towns	Action by PTOC
5.	Adjourn	Action by PTOC

The Commission may go into Executive Session for the purpose of obtaining legal advice from its attorneys on any of the listed agenda items pursuant to A.R.S. § 38-431.03(A)(3).

Persons with a disability may request reasonable accommodation by contacting the Director's Office at 602-716-6090. Requests should be made as early as possible to allow time to arrange the accommodation.

PROPERTY TAX OVERSIGHT COMMISSION

Arizona Department of Revenue Building

Douglas A. Ducey
Governor

Neeraj Deshpande
Chairman

Jim Brodnax **Member** | *Kevin McCarthy* **Member**

Chris Kelling **Member** | *Vacant* **Member**

Minutes of Meeting
September 9, 2021
Virtual meeting held on Google Meets

Members Present (Virtually)
Neeraj Deshpande, Chairman
Jim Brodnax, Member
Kevin McCarthy, Member
Chris Kelling, Member

Staff Present (Virtually)
Darlene Teller, Staff
Elaine Smith, Staff
Elizabeth St. Clair, Staff

Call to Order
Chairman Neeraj Deshpande called the meeting to order at 3:06 p.m. and asked Commission Members and staff to state their name for the record.

Approval of Minutes
The minutes from the August 9, 2021 meeting were reviewed. No additions or deletions were recommended. Chris Kelling made a motion to approve the minutes as distributed and Kevin McCarthy seconded the motion. Members unanimously approved the minutes.

Truth in Taxation
Darlene Teller presented the materials prepared for the Member's review to summarize the jurisdictions that held truth in taxation (TNT) hearings. The City of Sierra Vista adopted the TNT rate for the current year to satisfy the penalty for not holding a hearing last year. The Coconino County Board of Supervisors approved the correction for the City of Flagstaff to revise their tax rate to the TNT rate of $0.7186 on August 24, 2021. The Town of Hayden adopted a 19.7% increase (from a TNT rate of $10.8608 to $13.00). The increase passed by a unanimous roll call vote. The Town of Miami originally adopted a tax rate of $5.1687 or a 15.8% increase. The Gila County Board of Supervisors approved lowering the tax rate to $4.4639 on August 31, 2021 since no TNT hearing was held.

All jurisdictions are in compliance. Of the 78 jurisdictions, 34 held a TNT hearing (7 counties, 6 community colleges and 21 cities or towns.)

Jim Brodnax made a motion to accept the truth in taxation review as presented by staff. Motion was seconded by Chris Kelling. Motion passed unanimously.

Primary Levy Limits
Darlene presented the worksheets prepared for the Commission's review. All jurisdictions were in compliance. Accepted involuntary torts are included in the maximum allowable levy limit for the City of

Scottsdale of $290,000 for the current year compared to $1.8 million last year. The City of Tucson levied for $513,012 in involuntary torts compared to $1.6 million last year.

Kevin McCarthy made a motion to accept the review of primary levy limits as presented by staff. Jim Brodnax seconded the motion. The motion passed unanimously.

County Special District Truth in Taxation

All counties are in compliance. Of the 30 county special districts, 15 held a TNT hearing (seven flood control districts, seven library districts and one public health services district).

Chris Kelling made a motion to accept the review of county special district truth in taxation hearing requirements as presented by staff. Kevin McCarthy seconded the motion. The motion passed unanimously.

Fire District Secondary Levy Limits and Excess Collections

Darlene presented the worksheets prepared for the Commission's review. In Cochise County, Elfrida Fire District reported values of $7,052,588 for a levy of $229,209 based on a tax rate of $3.25. Based on the February 10, 2021 values per the levy limit worksheet of $7,053,588, the properly calculated levy is $229,242. A reminder letter will be sent to the district that the February 10 values must be used for the purpose of adopting tax rates.

Several districts have a voter approved temporary budget override with a tax rate of $3.50 for five years. The elections could be held over a two year period so for some districts this is their final year. Districts in their final year of the budget override is Pinewood (in Coconino County), Pine-Strawberry (in Gila County), and Superstition (located in Maricopa and Pinal Counties). Districts in their fourth year of the budget override is Tusayan (in Coconino County) and Avra Valley (located in Pima and Pinal Counties).

Senate Bill 1828 reduces the assessment ratio for Class 1 property from 18% to 16% over four years. As permanent law, the maximum tax rate for fire districts will increase from $3.25 for tax year 2021 to $3.375 for tax year 2022 and $3.50 for tax year 2023 and thereafter.

In Yuma County, Martinez Lake Fire District has been in existence for several years but never levied for a property tax until last year. Last year was also the first year Yuma County levied a fire district assistance tax. Rural Metro, a private fire department that previously serviced the district through a subscription service left the area effective July 2020.

Kevin McCarthy made a motion to accept the review of secondary levy limits for fire districts as presented by staff. Jim Brodnax seconded the motion. The motion passed unanimously.

School District's Annual Estimates of Monies by County School Superintendents

The August meeting reviewed the expected tax rates for school districts in detail based on the data provided by the County School Superintendents. Worksheets were updated based on the actual adopted tax rates and were reviewed. Flagstaff Unified moved the desegregation levy from a primary to a secondary levy as approved by the Coconino County Board of Supervisors on August 24, 2021. In Gila County, Young Elementary revised their small school adjustment from $781,725 to $829,000 on August 10, 2021. This change increases their tax rate from the $6.2914 expected in August to the frozen tax rate of $6.5216. Gila County originally reported the small school adjustment tax rate of $2.6508 for Pine

Strawberry Elementary as a minimum school tax levy instead of part of the district's primary tax levy. The Board of Supervisors approved the correction on August 31, 2021. Maricopa Unified in Pinal County moved the desegregation levy from a primary to a secondary levy. However, when they made the change, the schedule reflected a subtotal of $5.9440 which still included the desegregation tax rate of $0.3515. The Pinal County Board of Supervisors corrected the primary tax rate to $5.5925 on August 25, 2021.

Compared to the August review, there was a minor change to the minimum school tax rate for Continental Elementary (from $0.1011 to $0.1014) based on an expected budget revision. There were 19 districts with a minimum school tax rate for $14.9 million. A summary was provided for school districts that adopted a desegregation levy. Coconino and Pinal County moved their desegregation levy from a primary to secondary levy. Of the 23 districts with fixed tax rates per § 42-17151, all were in compliance with six districts adopting a lower tax rate than last year.

Kevin McCarthy asked the reason Maricopa County provided for not reporting desegregation as a secondary levy. Darlene indicated she did not reach out to Maricopa County until after tax rates were adopted and perhaps they believed Pima County would appeal the decision.

Kevin McCarthy made a motion to accept the review of school districts as presented by staff. Jim Brodnax seconded the motion. The motion passed unanimously.

School District Truth in Taxation

Darlene presented data for those school districts that were required to hold a truth in taxation (TNT) hearing based on information provided by the Department of Education. Thirty-six school districts were required to hold a TNT hearing. The worksheet presented for review reflected seven districts that had not yet provided the TNT published notice or affidavit of publication. The seven pending districts include Agua Fria Union High, Fowler Elementary, Glendale Elementary, Joseph City Unified, Roosevelt Elementary, Willcox Unified and Young Elementary.

Saddle Mountain Unified held a hearing and had reached out to the newspaper to publish the notice but failed to follow through when the newspaper did not respond to their email request. The district acknowledged this was their mistake for not following through and issuing a purchase order for the publication. A violation letter will be sent to Saddle Mountain Unified and staff will continue to follow-up with the seven districts to collect the pending TNT notices. There is no penalty for non-compliance per A.R.S. § 15-905.01.

Chris Kelling made a motion to accept the review of school district TNT hearings and to send letters to the school districts noted. Kevin McCarthy seconded the motion. The motion passed unanimously.

Adjourn

With all agenda items complete, Chairman Deshpande asked if there was a motion to adjourn. Jim Brodnax made a motion to adjourn and it was seconded by Chris Kelling. The motion passed unanimously. The meeting adjourned at 3:44 p.m.

2021 Review of School Districts that Exceeds the 1% State Constitutional Limit

Pursuant to A.R.S. § 42-17151, a school district is prohibited from increasing its primary property tax rate over the current year's rate if 1) at least half of the residential properties in the district has a total combined primary property tax rate greater than $10 and 2) the school district's primary property tax rate exceeds 150% of the Qualifying Tax Rate (QTR). No later than December 31, the PTOC will notify those school districts, the County School Superintendents and the County Board of Supervisors that met both of the two criteria.

The Additional State Aid to Education (ASAE), commonly known as the homeowner's rebate, is based on 47.190% of the QTR or 47.190% of the primary tax rate, whichever is less, up to $600 per parcel. The QTR for 2021 is $1.7694 for a high school district or an elementary district not offering instruction in high school subjects and $3.5388 for a unified school district or a district not within a high school district or a district that offers instruction in high school subjects.

Twenty-two school districts met both criteria (eight elementary, seven elementary districts not in a high school district, one high school district and six unified districts).

Cochise
- Elfrida Elementary School District #12 - $4.5790
- Bowie Unified School District #14 - $10.6939
- San Simon Unified School District #18 - $8.9393
- Pearce Elementary School District #22 - $4.1597
- *Double Adobe Elementary School District #45 - $8.5783
- Ash Creek Elementary School District #53 - $5.1239
- *McNeal Elementary School District #55 - $7.6509
- Valley Union High School District #201 - $3.1164

Coconino
- Grand Canyon Unified School District #4 - $11.6181

Gila
- *Young Elementary School District #5 - $6.5216
- *Tonto Basin Elementary School District #33 - $6.8236
- Hayden-Winkelman Unified School District #41 - $11.8875

Graham
- *Bonita Elementary School District #16 - $6.4410

La Paz
- Wenden Elementary School District #19 - $5.3886

Maricopa
- Isaac Elementary School District #5 - $5.3378

Pima
- *Redington Elementary School District #44 - $7.3742

Pinal
- Mammoth-San Manuel USD #8 - $5.9015
- Maricopa USD #20 - $5.5925 (district's *rate less than 150% of full QTR last year)*

Santa Cruz
- Patagonia ESD #6 - $4.3445 (*total rate less than 1% limit last year*)
- Sonoita Elementary School District #25 - $4.6050
- *Santa Cruz Elementary School District #28 - $7.4375

Yuma County
- Hyder Elementary School District #13 - $4.4874

Two school districts (Maricopa USD #20 in Pinal County and Patagonia ESD #6 in Santa Cruz County) met both criteria in the current year but not in the previous year. Three school districts (Pomerene ESD #64 in Cochise County, Mobile ESD #86 in Maricopa County, and Tucson USD #1 in Pima County) met both criteria last year but are no longer prohibited from increasing their primary tax rate.

**Elementary Districts not in a High School District or offering instruction in high school subjects.*

School Districts with a Primary Tax Rate Greater than 150% of the QTR (2.6541 or 5.3082) and at least half of the Residential Property (Class 3) Exceeded $10 for Tax Year 2021

County School District Authority	Authority Number	Tax Area Code	Adopted Tax Rate Elementary District	 High School	 Unified School District	County, School Equalization & Colleges	Name of City or Town	City or Town Rate	Total Tax Rate	Less [1] ASAE - 47.190% rate or QTR	Total Tax rate After ASAE	Class 3 NAV $	Class 3 NAV %
Cochise													
1 Elfrida ESD #12	05012	1200	4.5790	3.1164	- - -	5.5452	N/A		13.2406	1.6700	11.5706	180,215	9.99%
	05012	1205	4.5790	3.1164	- - -	5.5452	N/A		13.2406	1.6700	11.5706	29,679	1.65%
	05012	1270	4.5790	3.1164	- - -	5.5452	N/A		13.2406	1.6700	11.5706	900,781	49.94%
	05012	1275	4.5790	3.1164	- - -	5.5452	N/A		13.2406	1.6700	11.5706	692,953	38.42%
				Valley Union High School #201									
	Total Class 3 NAV for 05012 =		**1,803,628**	*** 100% of the district exceeds the 1% limit**								**1,803,628**	**100.00%**
2 Bowie USD #14	07014	1400	- - -	- - -	10.6939	5.5452	N/A		16.2391	1.6700	14.5691	127,986	22.63%
	07014	1470	- - -	- - -	10.6939	5.5452	N/A		16.2391	1.6700	14.5691	79,010	13.97%
	07014	1475	- - -	- - -	10.6939	5.5452	N/A		16.2391	1.6700	14.5691	358,471	63.39%
	Total Class 3 NAV for 07014 =		**565,467**	*** 100% of the district exceeds the 1% limit**								**565,467**	**100.00%**
3 San Simon USD #18	07018	1800	- - -	- - -	8.9393	5.5452	N/A		14.4845	0.9625	13.5220	1,836,811	86.39%
	07018	1870	- - -	- - -	8.9393	5.5452	N/A		14.4845	0.9625	13.5220	75,818	3.57%
	07018	1872	- - -	- - -	8.9393	5.5452	N/A		14.4845	0.9625	13.5220	64,507	3.03%
	07018	1875	- - -	- - -	8.9393	5.5452	N/A		14.4845	0.9625	13.5220	148,990	7.01%
	Total Class 3 NAV for 07018 =		**2,126,126**	*** 100% of the district exceeds the 1% limit**								**2,126,126**	**100.00%**
4 Pearce ESD #22	05022	2200	4.1597	3.1164	- - -	5.5452	N/A		12.8213	1.5837	11.2376	1,989,322	28.01%
	05022	2205	4.1597	3.1164	- - -	5.5452	N/A		12.8213	1.5837	11.2376	0	0.00%
	05022	2270	4.1597	3.1164	- - -	5.5452	N/A		12.8213	1.5837	11.2376	2,891,997	40.73%
	05022	2275	4.1597	3.1164	- - -	5.5452	N/A		12.8213	1.5837	11.2376	14,125	0.20%
	05022	2278	4.1597	3.1164	- - -	5.5452	N/A		12.8213	1.5837	11.2376	2,205,824	31.06%
				Valley Union High School #201									
	Total Class 3 NAV for 05022 =		**7,101,268**	*** 100% of the district exceeds the 1% limit**								**7,101,268**	**100.00%**
5 Double Adobe ESD #45	05045	4500	8.5783	- - -	- - -	5.5452	N/A		14.1235	1.6700	12.4535	799,369	100.00%
	Total Class 3 NAV for 05045 =		**799,369**	*** 100% of the district exceeds the 1% limit**								**799,369**	**100.00%**
6 Ash Creek ESD #53	05053	5304	5.1239	3.1164	- - -	5.5452	N/A		13.7855	1.6700	12.1155	1,782,189	100.00%
	05053	5374	5.1239	3.1164	- - -	5.5452	N/A		13.7855	1.6700	12.1155	0	0.00%
				Valley Union High School #201									
	Total Class 3 NAV for 05053 =		**1,782,189**	*** 100% of the district exceeds the 1% limit**								**1,782,189**	**100.00%**

School Districts with a Primary Tax Rate Greater than 150% of the QTR (2.6541 or 5.3082) and at least half of the Residential Property (Class 3) Exceeded $10 for Tax Year 2021

County School District Authority	Authority Number	Tax Area Code	Adopted Tax Rate Elementary District	 High School	 Unified School District	County, School Equalization & Colleges	Name of City or Town	City or Town Rate	Total Tax Rate	Less [1] ASAE - 47.190% rate or QTR	Total Tax rate After ASAE	Class 3 NAV $	Class 3 NAV %
7 McNeal ESD #55	05055	5500	7.6509	- - -	- - -	5.5452	N/A		13.1961	1.6700	11.5261	979,852	100.00%
	05055	5510	7.6509	- - -	- - -	5.5452	City of Douglas	1.1591	14.3552	1.6700	12.6852	0	0.00%
Total Class 3 NAV for 05055 =			**979,852**	*** 100% of the district exceeds the 1% limit**								**979,852**	**100.00%**
8 Valley Union High #201	06106	1200	4.5790	3.1164	- - -	5.5452	N/A		13.2406	1.6700	11.5706	180,215	1.69%
	06106	1205	4.5790	3.1164	- - -	5.5452	N/A		13.2406	1.6700	11.5706	29,679	0.28%
	06106	1270	4.5790	3.1164	- - -	5.5452	N/A		13.2406	1.6700	11.5706	900,781	8.43%
	06106	1275	4.5790	3.1164	- - -	5.5452	N/A		13.2406	1.6700	11.5706	692,953	6.48%
				Elfrida ESD #12									
	06106	2200	4.1597	3.1164	- - -	5.5452	N/A		12.8213	1.5837	11.2376	1,989,322	18.61%
	06106	2205	4.1597	3.1164	- - -	5.5452	N/A		12.8213	1.5837	11.2376	0	0.00%
	06106	2270	4.1597	3.1164	- - -	5.5452	N/A		12.8213	1.5837	11.2376	2,891,997	27.06%
	06106	2275	4.1597	3.1164	- - -	5.5452	N/A		12.8213	1.5837	11.2376	14,125	0.13%
	06106	2278	4.1597	3.1164	- - -	5.5452	N/A		12.8213	1.5837	11.2376	2,205,824	20.64%
				Pearce ESD #22									
	06106	5304	5.1239	3.1164	- - -	5.5452	N/A		13.7855	1.6700	12.1155	1,782,189	16.68%
	06106	5374	5.1239	3.1164	- - -	5.5452	N/A		13.7855	1.6700	12.1155	0	0.00%
				Ash Creek ESD #53									
Total Class 3 NAV for 06106 =			**10,687,085**	*** 100% of the district exceeds the 1% limit**								**10,687,085**	**100.00%**
Coconino													
9 Grand Canyon USD #4	07004	0400	- - -	- - -	11.6181	1.3837	N/A		13.0018	1.6700	11.3318	3,622	3.03%
	07004	0401	- - -	- - -	11.6181	1.3837	Town of Tusayan	0.0000	13.0018	1.6700	11.3318	116,104	96.97%
	07004	0402	- - -	- - -	11.6181	1.3837	Town of Tusayan	0.0000	13.0018	1.6700	11.3318	0	0.00%
	07004	0403	- - -	- - -	11.6181	1.3837	Town of Tusayan	0.0000	13.0018	1.6700	11.3318	0	0.00%
	07004	0404	- - -	- - -	11.6181	1.3837	Town of Tusayan	0.0000	13.0018	1.6700	11.3318	0	0.00%
Total Class 3 NAV for 07004 =			**119,726**	*** 100% of the district exceeds the 1% limit**								**119,726**	**100.00%**
Gila													
10 Young ESD #5	05005	0500	6.5216	- - -	- - -	5.5728	N/A		12.0944	1.1972	10.8972	385,330	8.92%
	05005	0501	6.5216	- - -	- - -	5.5728	N/A		12.0944	1.1972	10.8972	0	0.00%
	05005	0502	6.5216	- - -	- - -	5.5728	N/A		12.0944	1.1972	10.8972	0	0.00%
	05005	0510	6.5216	- - -	- - -	5.5728	N/A		12.0944	1.1972	10.8972	2,914,296	67.49%
	05005	0511	6.5216	- - -	- - -	5.5728	N/A		12.0944	1.1972	10.8972	1,018,645	23.59%
Total Class 3 NAV for 07041 =			**4,318,271**	*** 100% of the district exceeds the 1% limit**								**4,318,271**	**100.00%**

School Districts with a Primary Tax Rate Greater than 150% of the QTR (2.6541 or 5.3082) and at least half of the Residential Property (Class 3) Exceeded $10 for Tax Year 2021

County School District Authority	Authority Number	Tax Area Code	Adopted Tax Rate Elementary District	 High School	 Unified School District	County, School Equalization & Colleges	Name of City or Town	City or Town Rate	Total Tax Rate	Less [1] ASAE - 47.190% rate or QTR	Total Tax rate After ASAE	Class 3 NAV $	Class 3 NAV %
11 Tonto Basin ESD #33	05033	3300	6.8236	- - -	- - -	5.5728	N/A		12.3964	1.5073	10.8891	122,616	2.11%
	05033	3301	6.8236	- - -	- - -	5.5728	N/A		12.3964	1.5073	10.8891	5,688,339	97.89%
Total Class 3 NAV for 07041 =			**5,810,955**	*** 100% of the district exceeds the 1% limit**								**5,810,955**	**100.00%**
12 Hayden-Winkelman USD #41	07041	4100	- - -	- - -	11.8875	5.5728	N/A		17.4603	1.6700	15.7903	328,955	30.15%
	07041	4160	- - -	- - -	11.8875	5.5728	Town of Hayden	13.0000	30.4603	1.6700	28.7903	439,145	40.25%
	07041	4190	- - -	- - -	11.8875	5.5728	Town of Winkelman	6.3983	23.8586	1.6700	22.1886	322,862	29.59%
Total Class 3 NAV for 07041 =			**1,090,962**	*** 100% of the district exceeds the 1% limit**								**1,090,962**	**100.00%**
Graham													
13 Bonita ESD #16	05016	1600	6.4410	- - -	- - -	6.5523	N/A		12.9933	1.6700	11.3233	692,102	100.00%
Total Class 3 NAV for 05016 =			**692,102**	*** 100% of the district exceeds the 1% limit**								**692,102**	**100.00%**
La Paz													
14 Wenden ESD #19	05019	1900	5.3886	1.2551	- - -	5.0091	N/A		11.6528	1.4273	10.2255	52,095	10.93%
	05019	1903	5.3886	1.2551	- - -	5.0091	N/A		11.6528	1.4273	10.2255	15,289	3.21%
	05019	1907	5.3886	1.2551	- - -	5.0091	N/A		11.6528	1.4273	10.2255	255,670	53.63%
	05019	1908	5.3886	1.2551	- - -	5.0091	N/A		11.6528	1.4273	10.2255	0	0.00%
	05019	1909	5.3886	1.2551	- - -	5.0091	N/A		11.6528	1.4273	10.2255	0	0.00%
	05019	1911	5.3886	1.2551	- - -	5.0091	N/A		11.6528	1.4273	10.2255	0	0.00%
	05019	1912	5.3886	1.2551	- - -	5.0091	N/A		11.6528	1.4273	10.2255	105,554	22.14%
	05019	1913	5.3886	1.2551	- - -	5.0091	N/A		11.6528	1.4273	10.2255	48,115	10.09%
				Bicentennial Union #76									
Total Class 3 NAV for 05019 =			**476,723**	*** 100% of the district exceeds the 1% limit**								**476,723**	**100.00%**
Maricopa													
15 Isaac ESD #5	05005	0550	5.3378	2.9139	- - -	2.8834	City of Phoenix	1.3055	12.4406	1.6700	10.7706	28,201,109	99.08%
	05005	0556	5.3378	2.9139	- - -	2.8834	City of Phoenix	1.3055	12.4406	1.6700	10.7706	262,217	0.92%
				Phoenix Union High School #210									
Total Class 3 NAV for 05005 =			**28,463,326**	*** 100% of the district exceeds the 1% limit**								**28,463,326**	**100.00%**
The adopted tax rate for Isaac ESD of $5.3378 includes $2.8521 for the secondary desegregation levy that was billed as a primary tax levy.													
N/A Phoenix UHS #210	06210	0150	3.1779	2.9139	- - -	2.8834	City of Phoenix	1.3055	10.2807	1.6700	8.6107	64,109,323	4.21%
	06210	0151	3.1779	2.9139	- - -	2.8834	City of Phoenix	1.3055	10.2807	1.6700	8.6107	1,915,116	0.13%
	06210	0153	3.1779	2.9139	- - -	2.8834	City of Phoenix	1.3055	10.2807	1.6700	8.6107	3,437,064	0.23%
			Phoenix ESD #1										

School Districts with a Primary Tax Rate Greater than 150% of the QTR (2.6541 or 5.3082) and at least half of the Residential Property (Class 3) Exceeded $10 for Tax Year 2021

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N/A Phoenix UHS #210	06210	0200	1.2186	2.9139	- - -	2.8834	N/A		7.0159	1.4101	5.6058	0	0.00%
	06210	0207	1.2186	2.9139	- - -	2.8834	N/A		7.0159	1.4101	5.6058	508,321	0.03%
	06210	0250	1.2186	2.9139	- - -	2.8834	N/A		7.0159	1.4101	5.6058	10,698,405	0.70%
			Riverside ESD #2										
	05007	0750	3.3065	2.9139	- - -	2.8834	City of Phoenix	1.3055	10.4093	1.6700	8.7393	1,147,154	0.08%
			Wilson ESD #7										
	06210	0800	2.2138	2.9139	- - -	2.8834	N/A		8.0111	1.6700	6.3411	0	0.00%
	06210	0850	2.2138	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.3166	1.6700	7.6466	75,804,038	4.98%
	06210	0856	2.2138	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.3166	1.6700	7.6466	1,161,823	0.08%
	06210	0857	2.2138	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.3166	1.6700	7.6466	383,559	0.03%
	06210	0858	2.2138	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.3166	1.6700	7.6466	257,235	0.02%
	06210	0860	2.2138	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.3166	1.6700	7.6466	2,061,949	0.14%
	06210	0861	2.2138	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.3166	1.6700	7.6466	2,242,203	0.15%
	06210	0862	2.2138	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.3166	1.6700	7.6466	902,746	0.06%
	06210	0863	2.2138	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.3166	1.6700	7.6466	1,512,575	0.10%
			Osborn ESD #8										
	06210	1412	2.0070	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.1098	1.6700	7.4398	4,816,850	0.32%
	06210	1450	2.0070	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.1098	1.6700	7.4398	162,831,369	10.70%
	06210	1451	2.0070	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.1098	1.6700	7.4398	1,240,459	0.08%
	06210	1453	2.0070	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.1098	1.6700	7.4398	2,084,019	0.14%
	06210	1454	2.0070	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.1098	1.6700	7.4398	4,959,820	0.33%
	06210	1455	2.0070	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.1098	1.6700	7.4398	459,245	0.03%
	06210	1456	2.0070	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.1098	1.6700	7.4398	795,323	0.05%
	06210	1457	2.0070	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.1098	1.6700	7.4398	210,924	0.01%
	06210	1458	2.0070	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.1098	1.6700	7.4398	1,018,536	0.07%
	06210	1459	2.0070	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.1098	1.6700	7.4398	1,346,385	0.09%
	06210	1460	2.0070	2.9139	- - -	2.8834	Town of Paradise Valle	0.0000	7.8043	1.6700	6.1343	46,208,460	3.04%
			Creighton ESD #14										
	06210	2150	2.0317	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.1345	1.6700	7.4645	5,701,634	0.37%
			Murphy ESD #21										
	06210	3150	1.9371	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.0399	1.6700	7.3699	30,972,110	2.03%
	06210	3151	1.9371	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.0399	1.6700	7.3699	4,772,554	0.31%
	06210	3152	1.9371	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.0399	1.6700	7.3699	1,158,202	0.08%
	06210	3190	1.9371	2.9139	- - -	2.8834	City of Scottsdale	0.5039	8.2383	1.6700	6.5683	15,676,801	1.03%
			Balsz ESD #31										

School Districts with a Primary Tax Rate Greater than 150% of the QTR (2.6541 or 5.3082) and at least half of the Residential Property (Class 3) Exceeded $10 for Tax Year 2021

County School District Authority	Authority Number	Tax Area Code	Adopted Tax Rate Elementary District	 High School	 Unified School District	County, School Equalization & Colleges	Name of City or Town	City or Town Rate	Total Tax Rate	Less [1] ASAE - 47.190% rate or QTR	Total Tax rate After ASAE	Class 3 NAV $	Class 3 NAV %
N/A Phoenix UHS #210	06210	3850	1.8344	2.9139	- - -	2.8834	City of Phoenix	1.3055	8.9372	1.6700	7.2672	449,440,034	29.53%
	06210	3851	1.8344	2.9139	- - -	2.8834	City of Phoenix	1.3055	8.9372	1.6700	7.2672	374,944	0.02%
	06210	3852	1.8344	2.9139	- - -	2.8834	City of Phoenix	1.3055	8.9372	1.6700	7.2672	5,350,442	0.35%
	06210	3853	1.8344	2.9139	- - -	2.8834	City of Phoenix	1.3055	8.9372	1.6700	7.2672	3,346,756	0.22%
	06210	3854	1.8344	2.9139	- - -	2.8834	City of Phoenix	1.3055	8.9372	1.6700	7.2672	1,049,726	0.07%
	06210	3855	1.8344	2.9139	- - -	2.8834	City of Phoenix	1.3055	8.9372	1.6700	7.2672	1,526,752	0.10%
	06210	3856	1.8344	2.9139	- - -	2.8834	City of Phoenix	1.3055	8.9372	1.6700	7.2672	2,271,911	0.15%
	06210	3857	1.8344	2.9139	- - -	2.8834	City of Phoenix	1.3055	8.9372	1.6700	7.2672	617,262	0.04%
	06210	3858	1.8344	2.9139	- - -	2.8834	City of Phoenix	1.3055	8.9372	1.6700	7.2672	1,066,577	0.07%
	06210	3860	1.8344	2.9139	- - -	2.8834	City of Phoenix	1.3055	8.9372	1.6700	7.2672	928,402	0.06%
	06210	3861	1.8344	2.9139		2.8834	City of Phoenix	1.3055	8.9372	1.6700	7.2672	2,326,923	0.15%
	06210	3862	1.8344	2.9139		2.8834	City of Phoenix	1.3055	8.9372	1.6700	7.2672	944,724	0.06%
			Madison ESD #38										
	06210	5900	2.2279	2.9139	- - -	2.8834	N/A		8.0252	1.6700	6.3552	310,970	0.02%
	06210	5907	2.2279	2.9139	- - -	2.8834	N/A		8.0252	1.6700	6.3552	20,475,915	1.35%
	06210	5908	2.2279	2.9139	- - -	2.8834	N/A		8.0252	1.6700	6.3552	0	0.00%
	06210	5950	2.2279	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.3307	1.6700	7.6607	134,331,013	8.82%
			Laveen ESD #59										
	06210	6607	3.8956	2.9139	- - -	2.8834	N/A		9.6929	1.6700	8.0229	3,906,032	0.26%
	06210	6650	3.8956	2.9139	- - -	2.8834	City of Phoenix	1.3055	10.9984	1.6700	9.3284	242,465,633	15.93%
	06210	6656	3.8956	2.9139	- - -	2.8834	City of Phoenix	1.3055	10.9984	1.6700	9.3284	668,573	0.04%
			Roosevelt ESD #66										
	06210	6850	2.1208	2.9139	- - -	2.8834	City of Phoenix	1.3055	9.2236	1.6700	7.5536	56,809,807	3.73%
	06210	6890	2.1208	2.9139	- - -	2.8834	City of Glendale	0.3848	8.3029	1.6700	6.6329	6,929,265	0.46%
			Alhambra ESD #68										
	06210	8350	4.3512	2.9139	- - -	2.8834	City of Phoenix	1.3055	11.4540	1.6700	9.7840	108,209,416	7.11%
			Cartwright ESD #83										
						Total Class 3 NAV with a tax rate LESS than $10						1,493,745,279	98.13%
	06210	0550	5.3378	2.9139	- - -	2.8834	City of Phoenix	1.3055	12.4406	1.6700	10.7706	28,201,109	1.85%
	06210	0556	5.3378	2.9139	- - -	2.8834	City of Phoenix	1.3055	12.4406	1.6700	10.7706	262,217	0.02%
			Isaac ESD #5										
						Total Class 3 NAV with a tax rate GREATER than $10						**28,463,326**	**1.87%**
Total Class 3 NAV for 06210 =			**1,522,208,605**			*** 1.9% of the district exceeds the 1% limit (98.1% below $10 tax rate)**						1,522,208,605	100.00%

NO ACTION REQUIRED; LESS THAN HALF OF THE RESIDENTIAL PROPERTY EXCEEDS THE 1% LIMIT

School Districts with a Primary Tax Rate Greater than 150% of the QTR (2.6541 or 5.3082) and at least half of the Residential Property (Class 3) Exceeded $10 for Tax Year 2021

County School District Authority	Authority Number	Tax Area Code	Adopted Tax Rate Elementary District	 High School	 Unified School District	County, School Equalization & Colleges	Name of City or Town	City or Town Rate	Total Tax Rate	Less [1] ASAE - 47.190% rate or QTR	Total Tax rate After ASAE	Class 3 NAV $	Class 3 NAV %
Pima													
16 Redington ESD #44	05044	4000	7.3742	- - -	- - -	5.5760	N/A		12.9502	1.6700	11.2802	128,979	100.00%
Total Class 3 NAV for 05044 =			**128,979**	*** 100% of the district exceeds the 1% limit**								**128,979**	**100.00%**
Pinal													
17 Mammoth-San Manuel USD #8	07008	0801	- - -	- - -	5.9015	6.0955	Town of Mammoth	2.0251	14.0221	1.6700	12.3521	905,805	16.81%
	07008	0802	- - -	- - -	5.9015	6.0955	N/A		11.9970	1.6700	10.3270	57,932	1.08%
	07008	0803	- - -	- - -	5.9015	6.0955	N/A		11.9970	1.6700	10.3270	118,262	2.20%
	07008	0804	- - -	- - -	5.9015	6.0955	N/A		11.9970	1.6700	10.3270	3,981,987	73.91%
	07008	0805	- - -	- - -	5.9015	6.0955	N/A		11.9970	1.6700	10.3270	0	0.00%
	07008	0806	- - -	- - -	5.9015	6.0955	N/A		11.9970	1.6700	10.3270	323,674	6.01%
Total Class 3 NAV for 07008 =			**5,387,660**	*** 100% of the district exceeds the 1% limit**								**5,387,660**	**100.00%**
18 Maricopa USD #20	07020	2000	- - -	- - -	5.5925	6.0955			11.6880	1.6700	10.0180	965,025	0.46%
	07020	2001	- - -	- - -	5.5925	6.0955			11.6880	1.6700	10.0180	742,371	0.35%
	07020	2004	- - -	- - -	5.5925	6.0955			11.6880	1.6700	10.0180	41,387	0.02%
	07020	2007	- - -	- - -	5.5925	6.0955			11.6880	1.6700	10.0180	306,490	0.15%
	07020	2008	- - -	- - -	5.5925	6.0955			11.6880	1.6700	10.0180	256,579	0.12%
	07020	2010	- - -	- - -	5.5925	6.0955	City of Maricopa	4.3709	16.0589	1.6700	14.3889	173,017	0.08%
	07020	2013	- - -	- - -	5.5925	6.0955			11.6880	1.6700	10.0180	403,203	0.19%
	07020	2015	- - -	- - -	5.5925	6.0955			11.6880	1.6700	10.0180	775,174	0.37%
	07020	2016	- - -	- - -	5.5925	6.0955			11.6880	1.6700	10.0180	918,389	0.44%
	07020	2024	- - -	- - -	5.5925	6.0955			11.6880	1.6700	10.0180	888,867	0.42%
	07020	2027	- - -	- - -	5.5925	6.0955	City of Maricopa	4.3709	16.0589	1.6700	14.3889	199,752,568	95.27%
	07020	2028	- - -	- - -	5.5925	6.0955			11.6880	1.6700	10.0180	14,607	0.01%
	07020	2033	- - -	- - -	5.5925	6.0955			11.6880	1.6700	10.0180	71,771	0.03%
	07020	2034	- - -	- - -	5.5925	6.0955			11.6880	1.6700	10.0180	13,239	0.01%
	07020	2036	- - -	- - -	5.5925	6.0955			11.6880	1.6700	10.0180	141,565	0.07%
	07020	2038	- - -	- - -	5.5925	6.0955			11.6880	1.6700	10.0180	68,458	0.03%
	07020	2040	- - -	- - -	5.5925	6.0955	City of Maricopa	4.3709	16.0589	1.6700	14.3889	92,301	0.04%
	07020	2042	- - -	- - -	5.5925	6.0955	City of Maricopa	4.3709	16.0589	1.6700	14.3889	157,015	0.07%
	07020	2048	- - -	- - -	5.5925	6.0955	City of Maricopa	4.3709	16.0589	1.6700	14.3889	3,891,274	1.86%
Total Class 3 NAV for 07020 =			**209,673,300**	*** 100% of the district exceeds the 1% limit**								**209,673,300**	**100.00%**

School Districts with a Primary Tax Rate Greater than 150% of the QTR (2.6541 or 5.3082) and at least half of the Residential Property (Class 3) Exceeded $10 for Tax Year 2021

County School District Authority	Authority Number	Tax Area Code	Adopted Tax Rate Elementary District	 High School	 Unified School District	County, School Equalization & Colleges	Name of City or Town	City or Town Rate	Total Tax Rate	Less /1 ASAE - 47.190% rate or QTR	Total Tax rate After ASAE	Class 3 NAV $	Class 3 NAV %
Santa Cruz													
19 Patagonia ESD #6	05006	0600	4.3445	2.5328	- - -	4.9378	N/A		11.8151	1.6700	10.1451	4,025,920	59.58%
	05006	0601	4.3445	2.5328	- - -	4.9378	N/A		11.8151	1.6700	10.1451	427,257	6.32%
	05006	0602	4.3445	2.5328	- - -	4.9378	N/A		11.8151	1.6700	10.1451	109,400	1.62%
	05006	0603	4.3445	2.5328	- - -	4.9378	N/A		11.8151	1.6700	10.1451	9,036	0.13%
	05006	0630	4.3445	2.5328	- - -	4.9378	Town of Patagonia	0.0000	11.8151	1.6700	10.1451	2,185,595	32.34%
				Patagonia Union High School #20									
	Total Class 3 NAV for 05006 =		**6,757,208**	*** 100% of the district exceeds the 1% limit**								**6,757,208**	**100.00%**
20 Sonoita ESD #25	0525	2500	4.6050	2.5328	- - -	4.9378	N/A		12.0756	1.6700	10.4056	0	0.00%
	0525	2501	4.6050	2.5328	- - -	4.9378	N/A		12.0756	1.6700	10.4056	13,403,989	100.00%
				Patagonia Union High School #20									
	Total Class 3 NAV for 05006 =		**13,403,989**	*** 100% of the district exceeds the 1% limit**								**13,403,989**	**100.00%**
21 Santa Cruz ESD #28	05028	2800	7.4375	- - -	- - -	4.9378	N/A		12.3753	1.6700	10.7053	1,748,451	30.66%
	05028	2801	7.4375	- - -	- - -	4.9378	N/A		12.3753	1.6700	10.7053	1,401,732	24.58%
	05028	2830	7.4375	- - -	- - -	4.9378	N/A		12.3753	1.6700	10.7053	2,553,307	44.77%
	Total Class 3 NAV for 05006 =		**5,703,490**	*** 100% of the district exceeds the 1% limit**								**5,703,490**	**100.00%**
Yuma													
22 Hyder ESD #13	05016	1600	4.4874	2.2222	- - -	5.0657	N/A		11.7753	1.6700	10.1053	264,527	100.00%
				Antelope Union High School #50									
	Total Class 3 NAV for 05016 =		**264,527**	*** 100% of the district exceeds the 1% limit**								**264,527**	**100.00%**

/1 Pursuant to § 15-972, Additional State Aid to Education (ASAE), commonly known as the homeowner's rebate, is the lesser of 47.190% of the QTR or 47.190% of the primary property tax rate, whichever is less, up to a $600 limit per parcel. The base calculation excludes any part of the primary tax rate set to fund 1) dropout prevention programs, 2) tuition-out debt service bond issues, 3) adjustment for tuition loss, 4) liabilities in excess of the school district budget, 5) vocational maintenance and operation expenses, 6) adjacent ways assessments and 7) phase down small school district budget limit exemptions. In addition, no ASAE will be paid on any levy attributable to the minimum school tax. Adopted tax rates highlighted in red designate districts with the full QTR (currently at $3.5388) and tax rates in blue designate districts with half the QTR (currently at $1.7694) pursuant to § 42-1276. The ASAE listed includes the total additional state aid applicable for the tax area code (not just the school district authority under review).

School Districts Meeting Both Criteria per § 42-17151(C)

County	School District	Tax Year 2021 - 22 Districts			Tax Year 2020 - 23 Districts			Tax Year 2019 - 26 Districts		
		Elementary District	High School	Unified School District	Elementary District	High School	Unified School District	Elementary District	High School	Unified School District
	QTR	1.7694	1.7694	3.5388	1.8371	1.8371	3.6742	1.8954	1.8954	3.7908
	150% of the QTR	2.6541	2.6541	5.3082	2.7557	2.7557	5.5113	2.8431	2.8431	5.6862
Cochise										
1	Elfrida ESD #12	4.5790			4.5790			4.5790		
2	Bowie USD #14			10.6939			10.8023			10.8023
3	San Simon USD #18			8.9393			8.9393			8.9393
4	Pearce ESD #22	4.1597			4.1597			4.1597		
N/A	Douglas USD #27	*(4.1257 < 150% of full QTR)*			*(5.1875 < 150% of full QTR)*					6.1244
5 *	Double Adobe ESD #45	8.5783			8.5783			8.5783		
6	Ash Creek ESD #53	5.1239			5.1239			5.1239		
7 *	McNeal ESD #55	7.6509			8.0630			8.0630		
N/A *	**Pomerene ESD #64**	(6.0378; total rate < 1% limit)			6.5088			6.5088		
8	Valley Union High #201		3.1164			3.1164			3.1994	
Coconino										
9	Grand Canyon USD #4			11.6181			12.0990			12.0990
Gila										
10 *	Young ESD #5	6.5216			6.5216			6.5216		
11 *	Tonto Basin ESD #33	6.8236			6.8236			6.8236		
12	Hayden-Winkelman USD #41			11.8875			11.8875			11.8875
Graham										
13 *	Bonita ESD #16	6.4410			6.4410			6.4410		
La Paz										
14	Wenden ESD #19	5.3886			5.3886			5.3886		
Maricopa										
15	Isaac ESD #5	5.3378			5.3378			5.3378		
	Primary tax rate includes the desegregation levy of $2.8521 for TY 2021, $2.9876 for TY 2020 and $3.1635 for TY 2019.									
N/A *	**Mobile ESD #86**	(7.5960; total rate < 1% limit)			7.8876			7.8876		
	Tax rate of 7.8876 excludes minimum school tax pursuant to § 15-992 of $0.2005 for TY 2020 and $0.2273 for TY 2018.									
Pima										
N/A	**Tucson USD #1**	(5.6429; total rate < 1% limit)					5.6429			5.8229
	Tax rate includes the desegregation levy that was billed as a primary tax levy of $1.6940 for TY 2021, $1.7835 for TY 2020, and $1.8585 for TY 2019.									
16 *	Redington ESD #44	7.3742			7.3742			7.3742		
Pinal										
17	Mammoth-San Manuel USD #8			5.9015			5.9015			6.0739
18	**Maricopa USD #20**			5.5925	*(5.2615 < 150% of full QTR)*			*(4.2475 < 150% of full QTR)*		
	Primary tax rate includes the desegregation levy of $0.3801 for TY 2020 $1.7835 for TY 2020 and $0.4125 for TY 2019.									
Santa Cruz										
19	**Patagonia ESD #6**	4.3445			(4.0417; total rate < 1% limit)			4.2363		
20	Sonoita ESD #25	4.6050			4.6050			4.6271		
21 *	Santa Cruz ESD #28	7.4375			7.4375			7.4375		
Yavapai										
N/A	Ash Fork USD #31	(7.4626; total rate < 1% limit)			(7.4630; total rate < 1% limit)					8.3880
N/A	Seligman USD #40	(7.4723; total rate < 1% limit)			(7.7237; total rate < 1% limit)					7.7237
Yuma										
22	Hyder ESD #13	4.4874			4.4874			(3.1307; total rate < 1% limit)		

* Elementary Districts not located within a High School District or offers instruction in high school subjects.

Note: Maricopa USD in Pinal County and Patagonia ESD #6 in Santa Cruz met both criteria in the current year but not in the previous year. Three districts are no longer restricted by § 42-17151 (Pomerene ESD #64 in Cochise County, Mobile ESD #86 in Maricopa County, and Tucson USD #1 in Pima County).

Review of Secondary Property Tax Levies

Pursuant to A.R.S. § 42-17003, the Property Tax Oversight Commission will review secondary property tax levies for counties, cities, towns and community college districts to identify violations of constitutional and statutory requirements.

If the Commission determines that a county, city, town or community college district has levied a secondary property tax in violation of constitutional or statutory law, on or before December 31 the Commission shall notify in writing the affected political subdivision, the County Board of Supervisors, the County Attorney and the Attorney General of the violation.

A.R.S. § 35-458 allows for an annual levy not to exceed the net amount necessary to make the annual principal and interest payments including projected payments on new debt planned for the year, a reasonable delinquency factor and a correction on prior year shortages, if applicable.

Chapter 212 (HB 2011, Laws 2017) amended § 35-458 to clarify the levy shall be the net of all cash in excess of 10% of the annual principal and interest payments in the current fiscal year from the previous year remaining in the debt service fund. As session law, the City of Phoenix may reduce any excess cash reserves in FY 2018 through FY 2023.

County Secondary Tax Rates

County	Tax Year 2021			Tax Year 2020		
	NAV	Debt Service	Tax Rate	NAV	Debt Service	Tax Rate
Pima	9,696,150,355	43,632,677	0.4500	9,140,425,898	47,530,215	0.5200

Community College Secondary Tax Rates

College	Tax Year 2021			Tax Year 2020		
	NAV	Debt Service	Tax Rate	NAV	Debt Service	Tax Rate
Maricopa Community College	48,724,126,672	55,787,637	0.1145	45,704,969,813	74,558,711	0.1631
Central Arizona College (Pinal)	2,868,880,625	4,894,310	0.1706	2,689,422,170	7,627,201	0.2836
Yavapai College	3,143,221,204	410,500	0.0131	2,957,724,707	2,248,700	0.0760
Arizona Western College:	1,596,261,859	4,905,707	0.3073	1,506,557,432	5,097,269	0.3383
La Paz County	230,605,118	708,707	0.3073	220,005,082	744,363	0.3383
Yuma County	1,365,656,741	4,197,000	0.3073	1,286,552,350	4,352,906	0.3383

County Secondary Tax Levy - Tax Year 2021 Collected in FY 2022

County	Beginning Fund Balance	Estimated Interest Earnings	Revenue Supported Transfers	Voluntary Contributions	**Total Amount Available**	Debt Service Payments	Estimated Delinquency Factor	Additional Cash Reserves up to 10% of P&I	Other Fees	**Total Amount Required**	**Total Preliminary Levy**
Pima	2,672,413	340,154			**3,012,567**	45,523,294	1,118,715 2.6%	0 0.0%	3,235	**46,645,244**	**43,632,677**

Community Colleges Secondary Tax Levies - Tax Year 2020 for FY 2021 Collections

Community Colleges	Beginning Fund Balance	Estimated Interest Earnings	Revenue Supported Transfers	Voluntary Contributions	**Total Amount Available**	Debt Service Payments	Estimated Delinquency Factor	Additional Cash Reserves up to 10% of P&I	Other Fees	**Total Amount Required**	**Total Preliminary Levy**
Maricopa Community College	1,442,376	450,047		953,288	**2,845,711**	56,740,925	450,000 0.8%	1,442,423 2.5%		**58,633,348**	**55,787,637**
Central Arizona College	1,200,000			0	**1,200,000**	5,777,276	316,269 6.5%	0 0.0%	765	**6,094,310**	**4,894,310**
Debt service payments were reduced by $530,000 for a projected savings from refunding.											
Yavapai College	85,000	1,800			**86,800**	488,800	5,000 1.2%	2,000 0.4%	1,500	**497,300**	**410,500**
Bonds will be paid in full during FY 2022.											
Arizona Western College [/1]	699,892	20,988			**720,880**	4,978,290	149,348 3.0%	497,829 10.0%	1,120	**5,626,587**	**4,905,707**

Notes:

[/1] Arizona Western College includes both La Paz and Yuma counties.

City or Town Secondary Tax Rates

County City or Town	Tax Year 2021 NAV	Debt Service	Tax Rate	Tax Year 2020 NAV	Debt Service	Tax Rate
Cochise:						
Tombstone	13,765,184	112,530	0.8175	13,515,773	115,033	0.8511
Coconino:						
Flagstaff	979,496,706	7,835,974	0.8000	925,765,090	7,406,121	0.8000
Maricopa:						
Avondale	493,207,192	3,724,510	0.7552	462,085,095	3,435,086	0.7434
Chandler	3,463,794,661	30,135,014	0.8700	3,243,434,243	28,217,878	0.8700
El Mirage	136,892,780	2,030,000	1.4829	119,416,075	2,030,000	1.6999
Gilbert	2,804,383,179	27,750,000	0.9895	2,615,110,788	25,880,000	0.9896
Glendale	1,582,239,446	21,216,248	1.3409	1,478,280,140	20,690,008	1.3996
Goodyear	1,170,620,728	8,604,100	0.7350	1,026,917,731	7,193,200	0.7005
Mesa	3,990,099,076	45,163,931	1.1319	3,736,210,059	41,737,203	1.1171
Peoria	1,781,041,363	20,481,976	1.1500	1,659,287,324	19,081,804	1.1500
Phoenix	14,800,877,416	120,493,943	0.8141	13,923,185,918	114,740,975	0.8241
Scottsdale	6,956,986,917	35,078,990	0.5042	6,617,175,875	33,372,800	0.5043
Surprise	1,313,943,997	5,097,800	0.3880	1,203,460,444	4,669,500	0.3880
Tempe	2,269,183,586	33,620,224	1.4816	2,128,571,831	32,017,977	1.5042
Tolleson	258,601,288	2,825,100	1.0925	247,008,373	4,613,000	1.8675
Pima:						
Tucson	3,962,584,979	34,448,600	0.8693	3,724,571,754	32,365,220	0.8690
Pinal:						
Casa Grande	420,766,033	2,399,208	0.5702	402,906,596	1,108,799	0.2752
Coolidge	58,717,398	129,237	0.2201	54,713,411	228,264	0.4172
Maricopa	337,622,241	2,972,426	0.8804	311,368,288	2,910,671	0.9348
Peoria:	1,781,041,363	20,481,976	1.1500	1,659,287,324	19,081,804	1.1500
Maricopa	1,780,974,057	20,481,202	1.1500	1,659,175,244	19,080,515	1.1500
Yavapai	67,306	774	1.1500	112,080	1,289	1.1500

City or Town Secondary Tax Levies - Tax Year 2021 Collected in FY 2022

County City or Town	Beginning Fund Balance	Estimated Interest Earnings	Revenue Supported Transfers	Federal Subsidy Payments	Voluntary Contributions	**Total Amount Available**	Debt Service Payments	Estimated Delinquency Factor		Additional Cash Reserves up to 10% of P&I		Future Defeasance of Debt	Other Fees	**Total Amount Required**	**Total Preliminary Levy**
Cochise:															
Tombstone	0					**0**	107,170	5,360	4.8%		0.0%			**112,530**	**112,530**
Coconino:															
Flagstaff	634,886	36,000			0	**670,886**	7,580,235	160,025	2.0%	758,000	10.0%		8,600	**8,506,860**	**7,835,974**
Maricopa:															
Avondale	18,732	2,000			43,758	**64,490**	3,787,000	0	0.0%	0	0.0%		2,000	**3,789,000**	**3,724,510**
Chandler	6,008,485	169,500	22,591,560		376,475	**29,146,020**	52,736,475	1,270,911	4.2%	5,273,648	10.0%			**59,281,034**	**30,135,014**
Reported under Revenue Supported Transfers is projected debt service payments from the Enterprise Fund from water and wastewater revenues.															
El Mirage	490,075		100,000			**590,075**	2,104,713	0	0.0%	485,362	23.1%		30,000	**2,620,075**	**2,030,000**
Beginning Fund Balance includes $800,000 that was transferred from the General Fund plus an additional $100,000 that will be transferred during the current fiscal year in order to maintain a reserve similar to other funds. Thus, the city is projecting that only $485,362 of the $900,000 transferred from the General Fund will be left at the end of FY 2022.															
Gilbert	1,725,000				0	**1,725,000**	27,180,000	0	0.0%	2,295,000	8.4%			**29,475,000**	**27,750,000**
Glendale	123,935				0	**123,935**	20,636,738	0	0.0%	378,445	1.8%		325,000	**21,340,183**	**21,216,248**
Goodyear	807,800	12,600	0	0	0	**820,400**	9,360,500	64,000	0.7%	0	0.0%		0	**9,424,500**	**8,604,100**
Mesa	5,694,130	100,000	5,037,446	0	880,000	**11,711,576**	49,652,101	2,258,196	5.0%	4,965,210	10.0%			**56,875,507**	**45,163,931**
Peoria [/1]	1,750,000	150,000			244,000	**2,144,000**	20,875,975	250,001	1.2%	1,500,000	7.2%			**22,625,976**	**20,481,976**
Phoenix [/2]	69,448,500	202,500	650,000	4,397,000	0	**74,698,000**	129,064,000	1,204,943	1.0%	13,550,000	10.5%	50,723,000	650,000	**195,191,943**	**120,493,943**
Phoenix calculated the 10% additional reserve based on estimated principal and interest in FY 2023 of $135,499,000. A major General Obligation debt defeasance is expected to occur by 2022. Staff are monitoring market conditions that might accelerate the timing of the defeasance.															
Scottsdale	3,329,856		0		0	**3,329,856**	35,078,990	0	0.0%	3,329,856	9.5%			**38,408,846**	**35,078,990**
Surprise	176,944	10,000				**186,944**	5,094,194	81,550	1.6%	107,000	2.1%		2,000	**5,284,744**	**5,097,800**
Tempe	1,927,990	9,662			0	**1,937,652**	32,946,810	582,404	1.7%	2,028,662	6.2%			**35,557,876**	**33,620,224**
Tolleson	951,364				117,000	**1,068,364**	3,573,630	15,000	0.5%	304,834	8.5%			**3,893,464**	**2,825,100**
Pima:															
Tucson	850,223					**850,223**	34,539,350	754,273	2.2%	0	0.0%		5,200	**35,298,823**	**34,448,600**
Pinal:															
Casa Grande	246,365				50,000	**296,365**	2,357,950	101,828	4.2%	235,795	10.0%			**2,695,573**	**2,399,208**
Coolidge	148,954				96,500	**245,454**	340,631	0	0.0%	34,060	10.0%			**374,691**	**129,237**
Maricopa	290,632					**290,632**	3,252,975	5,083	0.2%	5,000	0.2%			**3,263,058**	**2,972,426**

Notes:

[/1] Peoria includes both Maricopa and Yavapai counties.

[/2] Per session law (Chapter 212, HB 2011, Laws 2017), the City of Phoenix with a population of 500,000 or more may reduce the excess reserves in FY 2018 through FY 2023.

Pima Emergency Medical Services Council Patient Off-Load Plan

High Risk, Non-Ambulatory Patients

Require immediate off-load to ED team upon arrival

1. Any patient that was "Alerted" (Sepsis, STEMI, Stroke, Cardiac, Trauma), is in shock OR has significant respiratory distress.
2. Any patient with pregnancy, gestation greater than 20 weeks and pregnancy related medical emergencies should be transported to an OB receiving facility per SAEMS High Risk OB Triage Protocol.

Non-Ambulatory Patients OR Patients Unsafe for Waiting Room

The following patient group should be off-loaded or a plan to off-load patient within 15 minutes.
Goal time: Not to exceed 30 minutes

1. Requiring medication for an active or ongoing medical complaint
    a. Received naloxone for a suspected narcotic overdose
    b. Received dextrose for hypoglycemia
    c. Received Epi for allergy/anaphylaxis
    d. Received pre-hospital medication for pain, behavioral emergencies, or seizure control
2. Unable to sit in chair/wheelchair for reasons to include but not limited to
    a. In Spinal Protection Precautions on LSB or SBD
    b. FX's

Ambulatory, Waiting Room Patients

Transferred to waiting room IMMEDIATELY after a collaborative handoff from the ED Staff utilizing the PEMS Triage Hand-Off Form (to be used at each ED for consistency)
Goal time: No more than 15 minutes

1. Ambulatory or able to transfer and tolerate wheelchair
2. Do not require ongoing ALS interventions
3. An indwelling medical device required for any medical issue (foley, IV, PICC line or MID line, tracheostomy not on a ventilator, etc.)
4. Requiring nasal cannula O2
5. Active chest pain with normal EKG
6. Unaccompanied Minor/Dependent or Special Needs Adult (Location per ED discretion – lobby vs alternate space. ED to consider involvement of social worker to assist with safety plan until roomed)

PEMS Patient Off-Load Escalation Plan

If **30-minute goal time** is not possible and more than 2 ambulances from the same agency are unable to off-load patients at the same facility* OR if a **60-minute** patient off-load is not possible for 1 ambulance from an individual agency* the agency's EMS Supervisor will respond to the facility and discuss a plan for releasing 1 or more ambulances back to the field with the ED Charge Nurse (or designee). Any challenges with the PEMS Patient Off-Load Plan can be addressed with ED Charge Nurse (or designee) and Agency's EMS Supervisor per the escalation plan below:

1. Assist in a safe off-load of patient(s) while ensuring ambulance(s) returning back into service
2. Patient to the lobby per ED/EMS lobby/triage process (similar to Green above) OR
3. Off-load into a hallway chair/bed/ED front end (removal from EMS stretcher) and care transitioned to ED team
4. The EMS supervisor, upon arrival to the facility and after discussion with the ED Charge Nurse (or designee), may choose to have their transporting ambulance(s) leave the facility and leave the patient(s) with the facility if the ambulance(s) has been waiting to off-load for more than 60 minutes

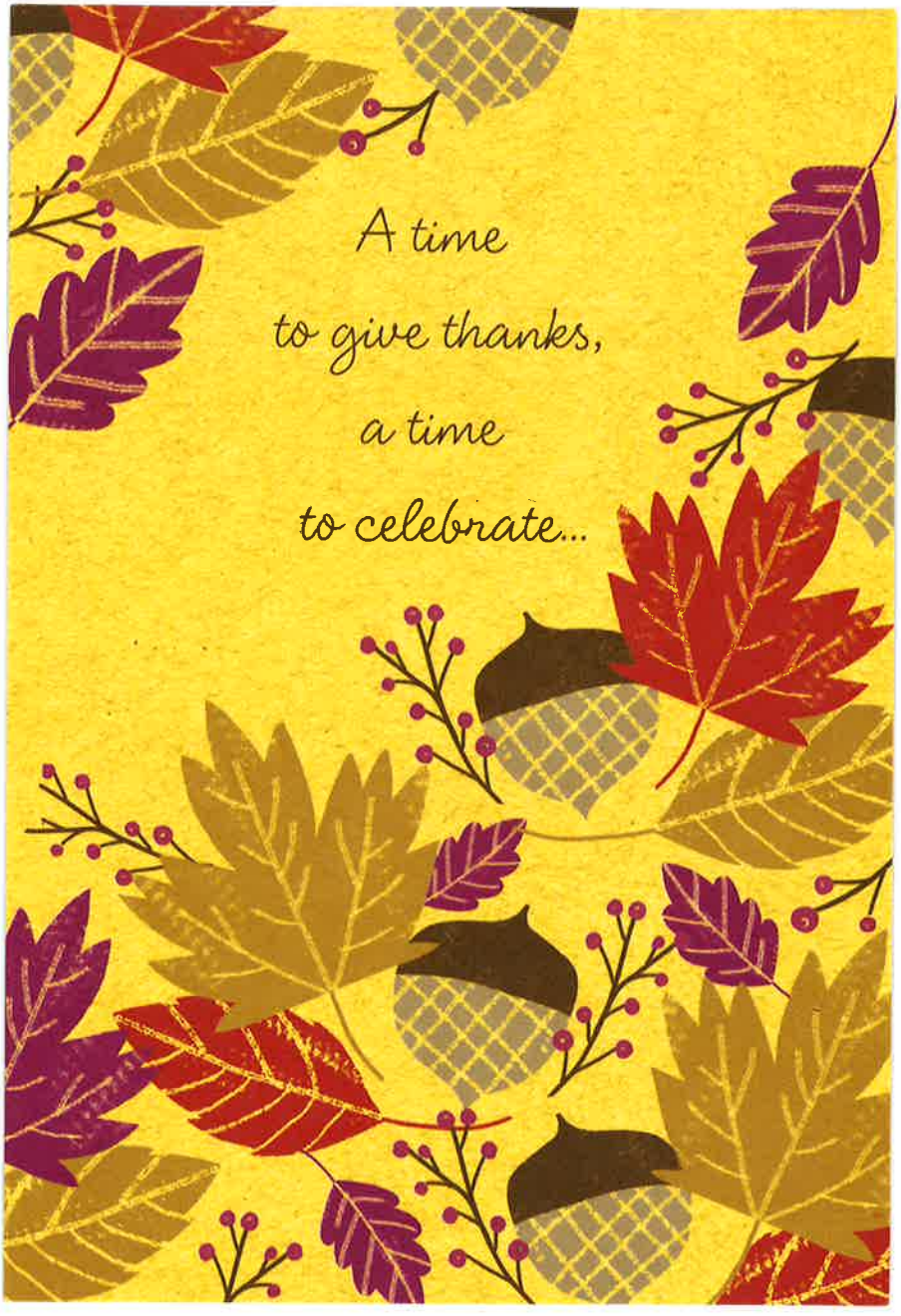

GOLDER RANCH FIRE
"Community First"
RESCUE
sending
CHRISTMAS HUGS
377 C-Shift (Special Operations)

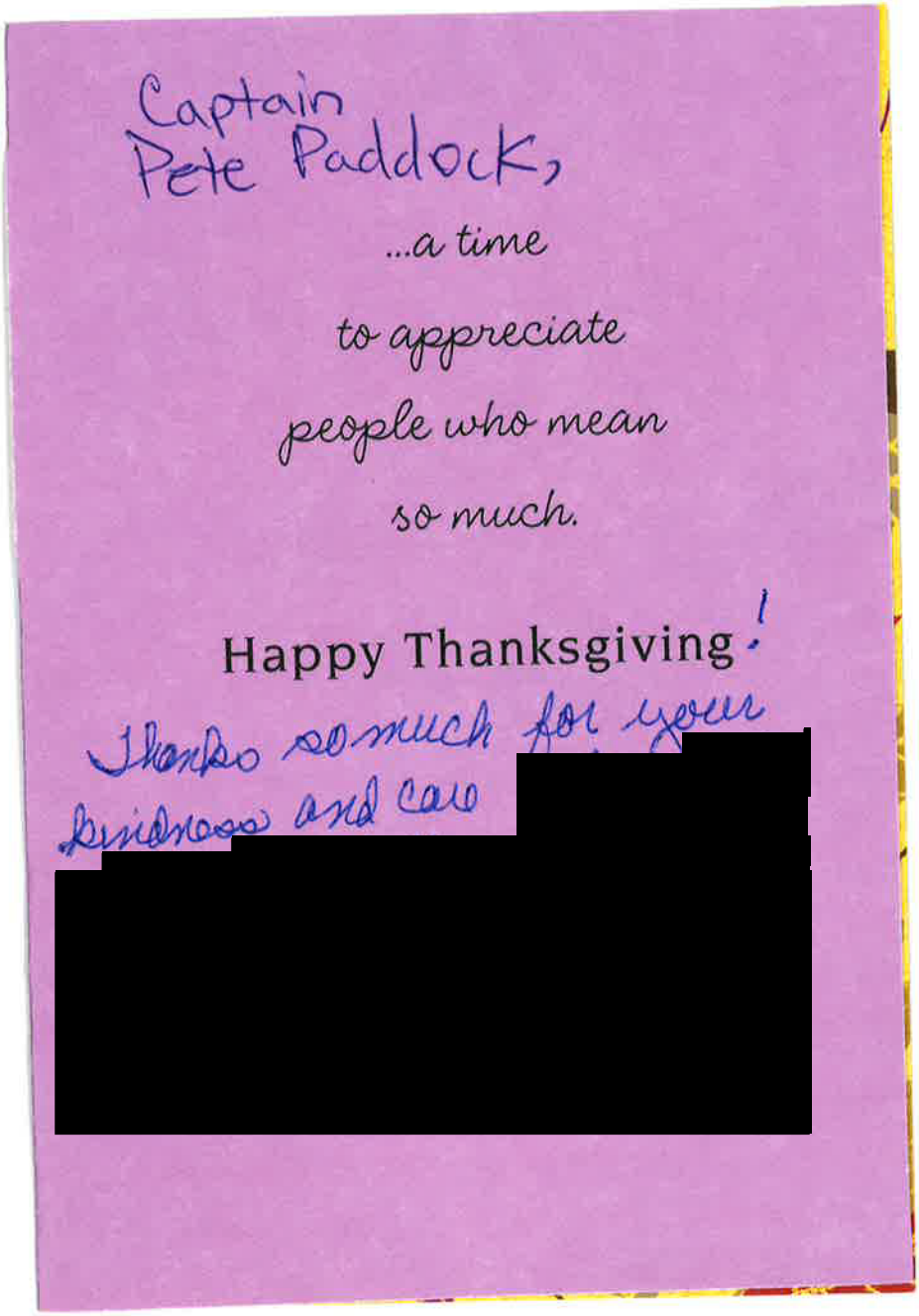
377 C-Shift (Special Operations)





Happy Holidays to You And Your Family. From:
Ryan Miller, Matt Gordon, Mike Crain,
Ryan Szach, Jacob Lopez, Sam Garcia, Ryan Schobel
and Mike Seegmiller


A time
to give thanks,
a time
to celebrate...


Captain
Pete Paddock,
...a time
to appreciate
people who mean
so much.
Happy Thanksgiving!
Thanks so much for your
kindness and care
[redacted]



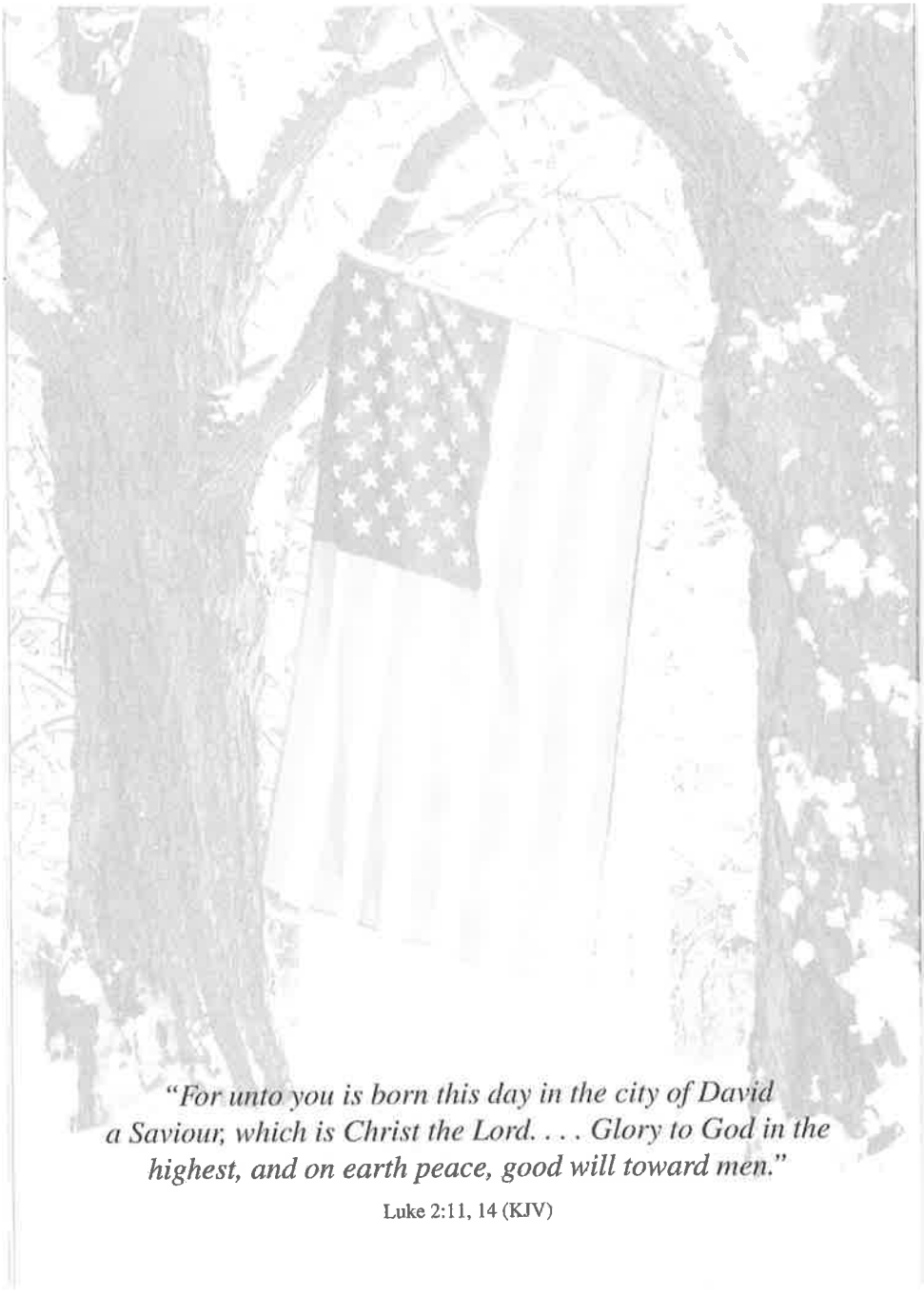
12-23-2021

Please allocate these monies to the men and women who serve our community here at SaddleBrooke Ranch.
Specifically, it was the "A" Team who were on duty [redacted]

We thank you all for being here when we need you.
You are always in our prayers.

[redacted]


Christmas Blessings



"For unto you is born this day in the city of David a Saviour, which is Christ the Lord. . . . Glory to God in the highest, and on earth peace, good will toward men."

Luke 2:11, 14 (KJV)

Dear Golden Ranch Heros

Dear Brave American,

During this season of Jesus's birth, I want you to know how deeply grateful I am for you . . . a genuine American hero. May God grant you protection, hope, strength, and peace this Christmas and throughout the year.

[redacted]

Merry Christmas!

Thank you for all you did to help me through this difficult time.

[redacted]

Hernandez, Maggie

From: Ortiz, Shannon
Sent: Monday, January 3, 2022 11:22 AM
To: Karrer, Randy; Robb, Scott; Pearce, Frederick; Leslie, Michael
Cc: Hernandez, Maggie; Torres, Felipe; Mitchell, Nathan; Yauch II, Dennis; Wallace, Daniel; Nejadeh, Bennett
Subject: FW: [EXTERNAL]: Fw: Our thanks to the GRFD Team

Hello,

Please see the thank you email included below for the following personnel:

Acting BC Mike Leslie
EMS Captain Nate Mitchell
Captain Felipe Torres
Engineer Dennis Yauch
Paramedic Dan Wallace
Firefighter Bennet Nejadeh

Great job!

Shannon Ortiz
Records Specialist
GOLDER RANCH FIRE DISTRICT
3885 East Golder Ranch Drive
Tucson, AZ 85739
(520) 825-5943 Office
www.grfdaz.gov

GOLDER RANCH FIRE DISTRICT
"Serving with strong hands and caring hearts"

Good morning, Chief Karrer,

Your former ELT colleague [redacted] is here with thanks to the GRFD. Just a quick note of heartfelt thanks.....

The picture below (taken at my request) are the team members who helped [redacted], a dear friend of ours [redacted] Special thanks goes to Dan, lead paramedic who expertly performed his duties. Dan's calmness and thoroughness with the assessments and on site treatments helped resolve what was a very tramatic day [redacted]

Please share this email with anyone you may deem appropriate. I copied Mary Jacobs to underscore how fortunate we are to have GRFD leading the EMT in Oro Valley.

All the best to you for a healthy and Happy New Year!

[redacted]

Subject: Our thanks to the GRFD Team


1712
EN3
FIREFIGHTER
FELIPE
GAM
BENNETT
DEREK
NATE

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Pat Abel, Assistant Chief

DATE: January 18, 2022

SUBJECT: PLANNING ASSISTANT CHIEF'S REPORT

ITEM #: 7B

REQUIRED ACTION:	☒ Discussion Only	☐ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☐ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☐ Legal Review

BACKGROUND

This allows for the logistics/planning assistant chief to provide updates to the governing board on the following areas:

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

RECOMMENDED MOTION

No motion is necessary for this agenda item.

ASSISTANT CHIEF'S REPORT

Logistics & Special Projects – Patrick Abel

December 2021

Assistant Chief's Activities for the Month

Meetings Attended and General Information

- Happy Holidays! I hope everyone had a wonderful Christmas and Happy New Year!
- I participated in the Fire Chief's direct reports meeting.
- I participated in the monthly Fire Chief's status meeting with all managers and division heads.
- I conducted weekly meetings with Planning and Logistics to coordinate on operational and maintenance budgets, capital and bond projects throughout the fire district, and coordinated with direct reports on Facilities Maintenance, Fleet, Fire Supply and Fire & Life Safety activities and needs.
- I coordinated with the Arizona Fire Chiefs Association (AFCA) through Zoom meetings and phone calls to discuss statewide mutual aid progress.
- There were no responses from Arizona State LAST (Local Assistance Support Team) in December.
- Station 374 (Sun City fire station) - Construction has started for the expansion area for the Decontamination and Turnout rooms and I participated in weekly contractor/architect meetings to discuss project progress and needs. The anticipated completion date is May 10, 2022. Below are a few photos of the construction progress.







- Station 378 (SaddleBrooke Ranch) - The appraisal for the state land we are pursuing has come in at $325,000. This is $40,000 more than the appraised amount 18 months ago. This was much more than anticipated. We have discussed financial options as a team that Chief Karrer will bring to the Board.
- Station security and concrete bond project status –

Work Completed	Work in Progress	Work on Hold
Station 373 - Saddlebrooke	Station 370 – Catalina	Station 372 – SaddleBrooke Preserve
Station 375 –Rancho Vistoso	Station 374 – Sun City	Station 378 – SaddleBrooke Ranch
Station 376 – La Canada	Station 377 – Linda Vista	
Station 379 - Shannon		
Station 380 - Magee		

- I attended Fire Marshal Will Loesche's retirement luncheon along with many members of our staff and staff from outside agencies. The retirement event was well attended and he was given a great send off.
- I attended a managers and division heads budget meeting lead by Dave Christian to discuss priorities for the upcoming budget.
- We received one of our new ambulances that was order in January 2021. Fleet and EMS division worked together to place it in service. The other ambulance is still being held up because of another recall. We anticipate receiving that unit end of January or first of February.

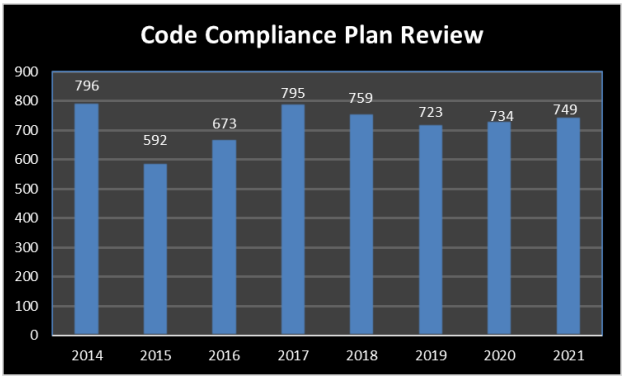
Planning

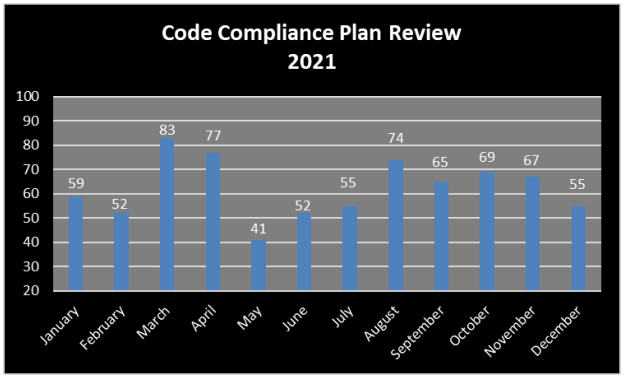
Deputy Chief Grant Cesarek

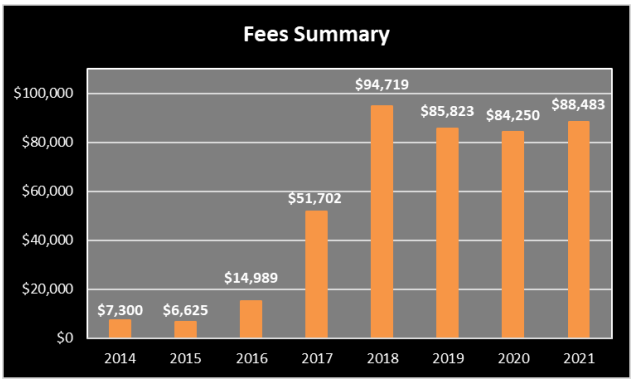
- Completed the closing process to acquire the administration building and parcel of land adjacent to the building.
- Completed a meeting with WSM Architecture on the conceptual plans for the administrative building tenant improvements.
- Assisted with the transition of Fire Marshal Loesche to Fire Marshal Akins.
- Attended retirement celebration for Fire Marshal Loesche.

- Completed board presentations for the promotions of Fire Marshal Akins and Deputy Fire Marshal White.
- Completed research project for the National Fire Academy in preparation of attending final year course of the Executive Fire Officer Program.
- Assisted with developing the hiring process for fire inspectors.
- Attended all required monthly meetings and command staff meetings.

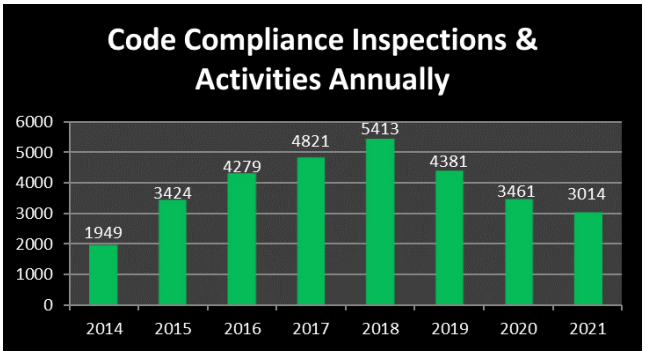
Fire and Life Safety

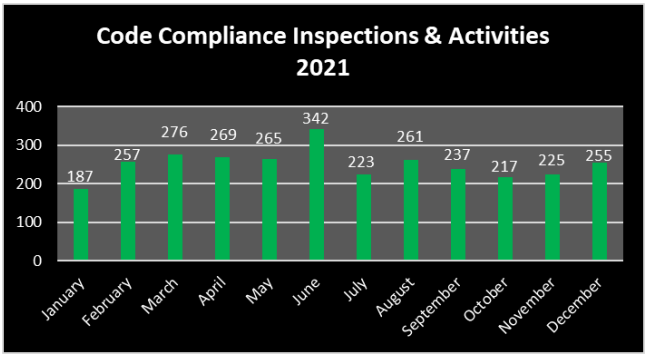












Top 3 Inspections	Quantity
Prevention/re-inspection	82
Commercial	56
Residential	40

Commercial Projects Summary

Inspector Zones:

- Zone 1 - B. Druke = Station 370, 372, 373, 374, 378
- Zone 2 – S. Horbarenko = Station 375, 377
- Zone 3 – S. Horbarenko = Station 376, 379
- Zone 4 – B. Hurley = Station 380

New projects for this month = Green

Oro Valley		Pinal County	
Station 374 Remodel 1130 W Rancho Vistoso	Shell Building L.I. 7315 N Oracle	Chirreon Energy 1.5 Miles West of Oracle/Edwin	SB The Preserve Fire Alarm 66567 E Catalina Hills
ROCHE Bldg 2 T.I. 1910 E Innovation Park	KS Classic Homes T.I. 11901 N First Ste 100	SBHOA2 Mesquite Fire Alarm 38691 S Mountain View	Golder Ranch Vineyard 64496 E Edwin
ICON Electric Vehicles T.I. 10565 N Oracle Ste 155	Sprouts T.I. 7665 N Oracle	**Marana**	
Quiktrip T.I. 11045 N Oracle	La Posada Sales Office T.I. 9740 N. Oracle Ste 102		
Flex Gymnastics T.I. 11085 N Oracle	UPS T.I. 7966 N. Oracle	**Pima County**	
Episcopal Church 12111 N La Cholla	Davis Pediatric T.I. 10520 N La Canada	Dr. Chin Dentistry T.I. 7520 N Oracle Ste 200	United Urology Medical T.I. 7470 N Oracle Ste 202
Petsmart Fire Alarm 10625 N Oracle	Poolwerx T.I. 7918 N Oracle	Wildfire Wing Co. T.I. 15318 N. Oracle Ste 180	United Urology Surgical T.I. 7470 N Oracle Ste 201
The Back Alley T.I. 2060 E Tangerine Ste 182	ROCHE Building 3 T.I. 1910 E Innovation Park	Tierra Antigua 7378 N. La Cholla	Overton Self Storage 2925 W Overton
OVPD Generator 1920 E Tangerine	Steam Pump Garage T.I. 10901 N Oracle	AMG Medical Aestetics T.I. 7356 N. La Cholla	Thornwood Care Home 7480 N Thornwood
ROCHE Building 4 T.I. 1910 E Innovation Park	Hoppy Vine T.I. 1215 N. Oracle Ste137	Shell Building 7490 N Oracle	Carlota's T.I. 15881 N Oracle
ROCHE Ammonia Plant 1910 E Innovation Park	Chilis CO2 System 11065 N Oracle	Hardin Brother's Repair Garage 16255 N. Oracle	Nicos T.I. 15665 N Lupine
PRCA MPR 9500 N Oracle	Saffron T.I. 7607 N Oracle		
PRCA Modulars 9500 N Oracle	Splendido Remodel 13500 N Rancho Vistoso	**Subdivisions (Sprinklers Required)**	
OV Self Storage 9255 N Oracle	Walgreens T.I. 10405 N La Canada Ste A	Tranquillo (del Webb and R.V.) approx. 270 homes	Shannon 80 (Shannon and Naranja) approx. 80 homes
Linda Vista Luxury Rentals 375 E Linda Vista	Village Medical T.I. 10405 N La Canada Ste B	OV Town Centre (Oracle and Pusch) approx. 77 homes	Capella M (Naranja and La Cholla) approx. 48 homes
Oro Valley Public Works T.I. 680 W Calle Concordia	Sun City Activity Center T.I. 1495 E. Rancho Vistoso	**Who Received Project Final Inspection**	
Design Center T.I. 8454 N Oracle	Oncology Institute T.I. 1521 E. Tangerine St1331	Arbico T.I. 10831 N Mavinee Ste 185	Autism Clinic T.I. 8770 N Thornydale Ste 170
Snooze T.I. 7315 N. Oracle Ste 161	Aspen Dental T.I. 10580 N Oracle Ste 100	Sundown Village Alarms 8215 N Oracle	
Shell Building Fire Alarm 13101 N. Oracle Rd.	Sherwin Williams T.I. 10605 N. Oracle	Goodwill Boutique T.I. 7366 N. Oracle Ste 190	
TOV ADA Bathrooms 11000 N La Canada		Sunnydale Pharmacy T.I. 8770 N Thornydale Ste 190	

Fire Marshal Akins' Activities

- Attended multiple Grading Pre-construction meetings with Town of Oro Valley and applicants
- Attended Building Pre-construction meeting with Town of Oro Valley and applicants
- Attended multiple Development Review Committee meetings with Town of Oro Valley and applicants
- Attended Permitting Core Team meeting at Town of Oro Valley
- Attended GRFD Planning and Logistics weekly meetings
- Attended meeting with Town of Oro Valley Water Department regarding the Naranja Park Expansion and fire flow needs
- Attended Inspections Core Team meeting at Town of Oro Valley
- Attended meeting with La Cholla Airpark representatives regarding hangar fire sprinkler systems
- Attended multiple meetings with Manager of Fairfield Inn regarding fire alarm status of second floor
- Attended the HazMat Risk Assessment meeting, a sub-committee of the CRA-SOC committee
- Attended meeting with HR and Chief Cesarek regarding the FLS hire process
- Attended the GRFD Budget Strategy meeting

Education/Training Activities

- FM Akins completed re-certification for National Registry EMT

Fire Investigations

- On December 5th, a vehicle fire was reported in the Golder Ranch Fire District.
    - The origin of the fire was in the refrigerator area of an RV
    - The first fuel and ignition source where undetermined
    - The fire cause classification for this fire is unintentional



- On December 6th, a commercial structure fire was reported in the Northwest Fire District.
    - GRFD assisted with the fire investigation.
- On December 7th, a fire was reported in the Golder Ranch Fire District.
    - The origin of the fire was on a front porch area that extended into the travel trailer
    - The first fuel and ignition source where undetermined
    - The fire cause classification for this fire is undetermined



- On December 8th, a residential fire was reported in the Northwest Fire District.
    - GRFD assisted with the fire investigation
- On December 14th, an apartment fire was reported in the Northwest Fire District.
    - GRFD assisted with the fire investigation
- On December 29th, a mobile home fire was reported in the Northwest Fire District.
    - GRFD assisted with the fire investigation

Can you spot the violation?



Answer to last month:



Answer: Power strip shall not be plugged into extension cord. **2018 604.5 Extension Cords.**

Logistics

Division Chief Michael Price

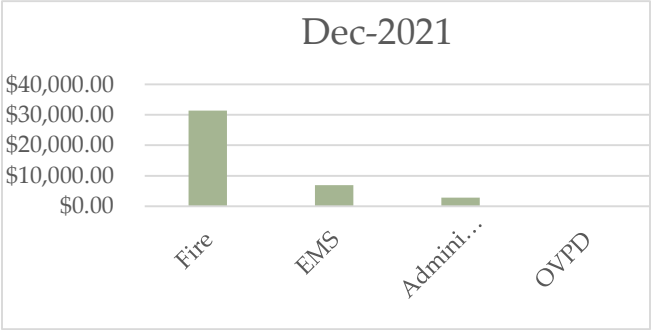


- Service Desk (within OPIQ) was used for 97 service requests in December:
  - Fleet: 52 requests
  - Facilities: 36 requests
  - Supply: 9 requests
- Attended Monthly Division/Battalion Chief meeting
- Attended Fire Chiefs Status meeting
- Attended Budget Status Meeting
- Meeting with Gabe Bravo on policies for Logistics/Lexipol
- New ambulance was placed in service @ Station 377

Fleet

Monthly vehicle parts costs

- Administration - $2,844.45
- EMS - $6,890.23
- Fire – $31,392.40
- OVPD hours- 0 hrs., $0



Facilities Maintenance

- Admin 170 – Water leak was located and repaired.
- Station 376 – Oven repair was completed.
- Semi Annual HVAC Preventative Maintenance Inspections for all District facilities was completed
- Semi Annual Generator Preventative Maintenance Inspections for all stations with generators was completed
- Annual Sand and Oil Pumping Inspections were done for stations 375 & 380
- CIP New Roof projects were completed on stations 372 & 376

- Kitchen counter resurfacing was completed at stations 370, 376, 377 & Training
- Ongoing repairs and maintenance requests continued daily in all GRFD facilities.
- Wastewater Testing Back Flow Preventative Maintenance for 370, 376, 377 & fleet

Procurement/Communications Specialist

- On-going procurement of fire equipment with bond funding for new KME Engines
- Working with Fire-Cat (third party) entity, for completion of hose and ladder testing for end of January

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Tom Brandhuber, Assistant Chief

DATE: January 18, 2022

SUBJECT: ESSENTIAL SERVICES ASSISTANT CHIEF'S REPORT

ITEM #: 7C

REQUIRED ACTION: ☒ Discussion Only ☐ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☐ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☐ Legal Review

BACKGROUND

This allows for the 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)

RECOMMENDED MOTION

No motion is necessary for this agenda item.

ASSISTANT CHIEF'S REPORT

Essential Services – Tom Brandhuber

December 2021



Assistant Chief's Activities for the Month

Meetings attended and general information

- Attended Chief Karrer's direct reports meetings.
- Attended the monthly District board meeting.
- Participated in the regional Medical Directors Meeting
- Participated in the State Article Nine re-write committee.
- Participated in a Standards of Cover meeting in the Leadership meeting
- Participated in Winter Wonderland
- Participated in a meeting with Zoll to review best ambulance billing practices
- Held direct reports meetings with my staff.
- Conducted Arizona Ambulance Association monthly board meeting.

- Conducted two meetings with Hospital CEOs and EMS leaders to reference increased wait time at hospitals for ambulance patients.

Essential Services

<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. GRFD has become a registered agency with CPSE to explore the accreditation process.
2. Community Risk Assessment – Standards of Cover Project:

- Tentative completion date in May 2022 – on track
- All subcommittees have met at least once and are on track to complete the risk assessments by end of January with exception of the fire risk that may take a bit longer.
- Following risk assessments, the next step is the main committee working through the Standards of Cover process based on the risk – determining the appropriate resources to send to each type and level of risk faced in our community.
- The members have been very engaged in the process and I feel it has given some of them a glimpse of what goes into the decisions made.

3. ISO upgrade project:

- Reviewed our ISO Score report and looking for opportunities to improve.
    - Deployment discussions have begun with Operations to improve NFPA 1710 numbers.
    - Provided ISO with updated documentation for our Officer/Driver Operator training programs as well as currently certified personnel.
        - Due to this submission, our ISO score has increased from 88.17 to 88.97
        - We need a minimum of 90 points to secure a Class I status.
    - Plans for new positions such as the Public Educator and GIS analyst position will bolster our position.
    - Hiring the new inspectors will assist with us maintaining and/or increasing our score.
    - Overall, with the planned growth in positions, we are in an advantageous position leading up to our official re-grade in 2023.

<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. Prioritized areas of focus for initial improvements
    b. 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.

c. Current focus is developing a listing by position of where tribal knowledge lives.
    i. The purpose of this project is 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. The final part of this project will entail the development of continuity books that details the appropriate knowledge for each position and enables the person new to the position to get up to speed quickly.
        1. This is in line with our strategic plan in terms of improving our succession planning by ensuring knowledge continuity between positions.
    iv. Chief Muscarella and I have met with the Deputy Chiefs and developed a rough draft plan to add positional responsibilities to our current org. chart.
        1. Following some refinement, I hope to have a cohesive plan to present to the Fire Chief and Assistant Chiefs in January.
        2. Next step will then be to develop continuity books.

Board Services

Public Safety Personnel Retirement System (PSPRS)

- There was no PSPRS Local Pension Board meeting held in December.

Meetings, Trainings, and Events attended

- Manager Painter and Board Services Specialist Hernandez attended the Fire Chief's Status meeting with all district chiefs and managers.
- Records Specialist (RS) Ortiz and Board Services Specialist Hernandez attended a special GRFD board meeting in place of Manager Painter.
- RS Ortiz attended a peer support team meeting on December 6, 2021. The group nominated Patrick Roemer to oversee the team. He has done an excellent job thus far.
- December 9, 2021 RS Ortiz assisted Manager Braswell hold a retirement luncheon for Fire Marshal Loesche.
- The first two weeks of December RS Ortiz assisted Engineer Burris plan and prepare for Winter Wonderland. December 17, 2021 RS Ortiz spent the day with Manager Massie setting up the Winter Wonderland display for administration. Their efforts paid off earning second place in the contest.
- RS Ortiz spent time planning and preparing for the administration holiday party. The event was held on Wednesday December 22, 2021 in the training auditorium. Thank you to Autumn

Zoechbauer, Amber Prince, Jamie Oliver and Maggie Hernandez for helping set up the day of for the event. It turned out to be a huge success with over fifty people attending.

Records Specialist Ortiz responded to 21 records requests for the month of December.

The breakdown is as follows:

Environmental Reports	4
Outstanding Code Violations/Inspection Report	1
Fire Reports	-
Incident Reports	1
Medical Records	14
Billing Records	-
Other	1

- RS Ortiz worked with Human Resources, IT, Chief Brandhuber and Manager Braswell on a records request submitted by KVOA news.
- December 27, 2021 RS Ortiz assisted the temp at the front desk while Board Services Specialist Hernandez was out of the office.
- RS Ortiz has been working with a representative from the State Fire Marshal's office on the district's NFIRS statistics to wrap up the calendar year's numbers.
- With all the new changes, RS Ortiz has been sending updated versions of the district wide phone list on a regular basis.
- RS Ortiz continues to create the monthly type count report of the District's call load statistics, assist in posting and distributing regular memos and operational directives, order office supplies for administrative and operational staff, send out copies of thank you notes/cards to the recipients and their supervisors.

Administrative Specialist Ramos continued with her daily duties by providing assistance to Board Services, IT, Facilities/Logistics, EMS, and command staff when needed.

- Admin Specialist Ramos continued to receive service ticket requests for kitchen items for stations and place orders for items requested.
- She continued to assist Facilities in processing invoices and quotes and work with vendors to research and order products for stations.
- She continued to work with IT and assist in processing their invoices and reconciling their credit card purchases.
- Admin Specialist Ramos continued to assist Chief Abel, Chief Price and Logistics with various tasks related to the bond projects.

Board Services Specialist Hernandez moved to a new office while a temp was brought in to cover the front desk. She continued to distribute the mail and assist with other clerical tasks along with her new Board Services duties.

- She spent most of her time putting together the board packet and preparing for the December 21, 2021 board meeting, as it was the first packet she put together mostly by herself.
- She trained and assisted the temp that was here in December and another that recently started in January. She also trained and assisted the temp for HR as she stepped up into the front desk role for a short period. All three temps were trained for fingerprinting as well.
- 36 sets of fingerprints were taken for the month between the temps and Board Services Specialist Hernandez.
- She continued to create purchase orders and reconcile credit card transactions for Board Services, Administration, and Chief's purchases.
- She continued to send out regular memos and operational directives upon direction from various chiefs and management.

Finance Report

IRS Code § 115: Income of States & Municipalities

A key exemption relied upon by affiliates of governmental units is set forth in Section 115 of the Internal Revenue Code of 1986, as amended ("IRC"). It requires the income be derived from the exercise of an "essential government function" or that the income accrue to the benefit of the governmental unit. Some governmental instrumentalities and affiliates rely solely upon this exclusion for income tax purposes, while other organizations rely on an exemption under IRC Section 501(c)(3). Some organizations rely on both exemptions.

In applying Section 115, the IRS inquires as to whether the organization performs services that otherwise would be performed by a governmental unit in furtherance of its statutory purposes, whether upon liquidation of all residual assets of the Trust will be distributed to the governmental unit to be used for public purposes, and whether the governmental unit controls the Trust through its directors.

- The IRS has interpreted Section 115 in a series of revenue and private letter rulings in which the Service has found the following function (among many others) to be tax-exempt under Section 115: an organization that is formed, operated and funded by political subdivisions to pool their casualty risks, or other risks arising from their obligations concerning public liability, workers' compensation, or employees' health… (post-employment benefits are inferred)

It is this provision in the IRC that the opinion letter from the IRS is based and the "essential government function" qualifies the District to create the Section 115 Trust.

Human Resources

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

Recruitments

- External/Internal:
    - Inspectors (2) – in process
    - HR Generalist – in process
    - Recruit FF Academy – in process
- Future Upcoming:
    - Finance position – Budget/Finance Analyst – job description in draft process
    - IT – GIS Analyst – job description in draft process
    - Logistics – Supply
    - IT Specialist

New Hire

- Transitional Paramedic – Academy begins 1/24
    - Reymundo Chavez
    - Chase Miller
    - Matthew Trowbridge
    - Brett Moffitt
    - Shay Muscarella
    - Myles Mace

Special Projects

- Salary survey – for uniform and non-uniform
- Benefits Open Enrollment planning
- Monitoring COVID mandates
- Researching a more appropriate HRIS and payroll system. Goals:
    - Streamline processes
    - Remove duplicated efforts
    - Reduce errors
    - Create a more user-friendly system for employee engagement and access
    - Provide better analytics
    - Provide better tracking

    - Provide accurate reporting
    - Move HR and Payroll to a more electronic warehousing system and away from paper to assist with space limitations
- 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 – paused
    - Next steps:
    - Determine committee members, schedule first meeting
- 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 Employee Years of Service Recognition - January			
Last Name	First Name	Date of Hire	Years Of Service
Valencia	Alfred	01/08/1999	23
Fimbres	Lenny	01/09/2006	16
Leslie	Michael	01/09/2006	16
Petersen	Ronnie	01/09/2006	16
Scholey	Randolph	01/09/2006	16
Carlson	Trevor	01/09/2012	10
Gamez	Ignacio	01/09/2012	10
Johns	Jason	01/09/2012	10
Lundeberg	Adam	01/09/2012	10
Martinez	Danny	01/09/2012	10
Port	Colin	01/09/2012	10

GRFD Volunteer Years of Service Recognition - January			
Last Name	First Name	Service Beginning	Years Of Service
Wright	Steven	01/29/2016	6

Information Technology (IT)

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

- The application group has been focused on dealing with ongoing tickets, doing regular maintenance, and dealing with documentation on new issues.
- We have been working with our new Multifactor authentication (MFA) to integrate it with more applications. MFA is a security technology that requires multiple methods of authentication from independent categories of credentials to verify a user's identity for a login

or other transaction. Multifactor authentication combines two or more independent credentials. Our goal is to provide an easy-to-use, secure mobile authentication app for quick, push notification-based approval to verify your user's identity with a smartphone, smartwatch, and U2F token support.

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

- The Systems group has been focused on setting up hardware and software for users related to the new organizational move.
- We have also been upgrading district personnel equipment such as cell phones as this is an upgrade year.
- In our continued goal to improve our staff technical ability, we are having our newest member start his CompTIA (Computing Technology Industry Association) A+ certification. The CompTIA A+ certification validates the latest foundation-level knowledge and skills needed by today's computer support professionals. It is the starting point for a career in the Information Technology industry. Several of our members have this certification including myself and is a great base for computer-related education

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Scott Robb, Assistant Chief

DATE: January 18, 2022

SUBJECT: EMERGENCY RESPONSE/PROFESSIONAL DEVELOPMENT ASSISTANT CHIEF'S REPORT

ITEM #: 7D

REQUIRED ACTION:	☒ Discussion Only	☐ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☐ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☐ Legal Review

BACKGROUND

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

- Assistant Chief's Activities
- Emergency Response
- Professional Development
- Health and Safety
- Wildland
- Honor Guard/Pipes and Drums
- Special Operations
- Community Services and Public Relations

RECOMMENDED MOTION

No motion is necessary for this agenda item.

ASSISTANT CHIEF'S REPORT

Emergency/Life Safety Services – Scott Robb

December 2021



Training Drill

EMS

Community Integrated Healthcare Program (CIHP)

- No new patients added to the program.

COVID-19 Response

- Remaining current in regards to safety recommendations and changes from the CDC.
- Patient care providers continue to use appropriate respiratory protection for all patient encounters. Refer to Regular Memo 21-063 Enhanced COVID Protocols
- Updated the GRFD Intranet reflecting recent changes to the daily COVID monitoring Ref. Reg. Memo 21-084 Daily COVID Monitoring Forms
- Continue to focus on building our emergency stock of EMS supplies and PPE in case of supply chain issues.

EMS Training

- Golder Ranch Fire Distric's (GRFD) 3rd Quarter EMS skills are planned, and calendar has been sent out for January - Ref. Reg. Memo 21-101 **Quarterly EMS Skills Lab**
- Regular Memo to the field to gain interest in as a BLS Instructor Ref. Reg. Memo 21-087 **Seeking BLS Instructors**

- Two more dates TBD for LZ (landing zone) training in February
- Placed new AG updates on Vector Solutions for all suppression
- Placed the new AREST online program on Vector Solutions for all suppression

Other items of interest

- (3) ambulances were inspected and registered through DHS - 001, 1801, and 2102 all passed
- Ref. Regular Memo to gain interest for a **40 Hour/Week Paramedic Program** **(Closed)**
- Ref. Reg. Memo to gain interest in a **Zoll-EPCR Workgroup** to help streamline our patient reporting for all divisions that it impacts. **(Closed)**
- Placed a new ambulance (2102) in service at 377
- EMS Captain recruitment Ref. Regular Memo 21-097 **EMS Captain Recruitment** **(Closed)**
- Changes to OVH Cardiac Receiving Center Ref. Regular Memo 21-102 **Changes to OVH Cardiac Receiving Center**

40 Hour Certified Paramedic Program

- 5 interests were submitted
- 5 tested through PCC – 4 passed
- GRFD interviews were held the week of the 13th of December
- 4 have been selected for the Paramedic Program
- Program start will be the week of February 22nd

Monthly EMS stats

Month of December Details

	Transports	+/- From Last Month	Interfacility	+/- From Last Month
MD372	0	-1	0	0
MD376	0	-1	0	0
MD379	0	0	0	0
PM370	60	-33	0	-1
PM371	0	0	0	0
PM372	0	-1	0	0
PM373	73	2	1	1
PM374	0	0	0	0
PM375	97	14	5	4
PM376	93	17	2	1
PM377	90	-41	3	-1
PM379	0	-1	0	0
PM380	109	-18	1	1

Total Transports for the Month to Date:	522	Total Interfacility for the Month to Date:	12
+/- From Last Month	-63	+/- From Last Month	5
Total Responses	534		
Transport %	98%		

Fiscal Year Details 2021

Transports		Interfacility	
Fiscal Year to Date:	3,451	Transports Fiscal Year to Date:	86
Last Fiscal Year to Date:	3,196	Last Year to Today Last Year:	28
+/- From Last Year:	255	+/- From Last Year:	58
Total Responses:	3,499		
Transport%	99%		

EMS Team

- Congratulations to Captain Michael Seegmiller who started his new role as the 40-hour EMS Captain
- Collaboration with Professional Development on transitional CEP Academy
- Emergency Department wait times are continuously being monitored
- Several meetings with all hospital partners and EMS agencies to collaborate on finding long term solutions for quicker and more efficient patient transfers

Professional Development



Training Drill

Courses/Training

- SCBA competency course is set up in the vent prop
- Battalion Chief Foundations Class January 18-19, 2022
- Hosting an Arizona Fire Mechanics Class January 21-22, 2022 for fleet
- Assigning the 2022 Annual OSHA training January 4, 2022
  - All OSHA training will be due April 4, 2022
- Assigning the annual Pack Test to all suppression members

Academy 2022-01

- 6 Paramedic firefighters are scheduled to begin January 24, 2022 for a 6 week academy
- Graduation is tentatively scheduled for March 4, 2022

2021-01 Probationary Year

- Module II is now complete and all probationary firefighters have moved into Module III
- Module III books are due March 7, 2022
- Module III testing will take place March 14-16, 2022

Miscellaneous

- Ran monthly Office of Inspector General report on all Golder Ranch Fire District employees and volunteers
- Working on the development of quarterly Engineer CE's
- Updating the Engineer, Paramedic, and Fire Captain Task Books
- Welcomed Captain Hastings, Engineer Scafede, Firefighter Yankovich, and Firefighter Ludewig to the team

Car Seat Program

- 0 car seat installs were done in the month of December
- Car seat technicians Autumn Zoechbauer and Amber Prince are working on their recertification process due by March of 2022

Health and Safety

Health and Safety

- Coordinating calendar events and meetings with the peer support team in various issues
- Health and Safety Officer certification for North, January 10 & 11th in Scottsdale
- Peer Support Team training
- Reviewing various Safety Policies
- Safety Committee meeting on various issues

- Creation and implementation of line identifier tag system with Professional Development
- Working with Professional Development on schedule/ planning of Academy 2022-01

Wildland

Assignment

- No team members went out on assignment this month

PCWT Rotation

Type 1- Unavailable
Type 1 Support Tender- Unavailable
Type 3- Unavailable
Type 2 Support Tender- Unavailable
Type 6- Unavailable

Upcoming Events

- Annual Red Card and Wildland Refresher preparation

Honor Guard/Pipes and Drums

Expenditures

- Honor Guard
  - 0 expenditures this month: Monthly Total: $0
- Pipes and Drums
  - 0 expenditures this month: Monthly Total: $0

Events

- Pipes and Drums/Honor Guard
  - December 10, 2021- Honor Guard Meeting

Special Operations

Special Operations

- Nothing to report

Community Relations

Meetings, Trainings & Events Attended for the Month

- 12/1- Community Relations Manager (CRM) Braswell met with KVOA investigative reporter Chorus Nylander to assist with any needs he may have had while reviewing his substantial records request regarding personnel investigations
- 12/1- CRM Braswell attended El Conquistador event to unveil their gingerbread train
  - It was a wonderful family event and it was well attended by community members
- 12/2- CRM Braswell completed driver's training
- 12/2- CRM Braswell assisted with Polar Express reading at Oro Valley Town Council Chambers
  - Both Chiefs Riley and Karrer read Polar Express to kids and staff arranged for milk, cookies, a craft, and fire engine tour
- 12/6- CRM Braswell attended Peer Support Team meeting
- 12/6- CRM Braswell attended Guns and Hoses planning meeting
- 12/7- CRM Braswell attended Fire Chief and manager meeting
- 12/8- CRM Braswell participated in a safety talk for holiday celebrations and gatherings with Jim Horn who hosts a podcast for Oro Valley residents
- 12/8- CRM Braswell and Administrative Assistant Christine Leonard attended a safety talk at Rockridge Apartments
  - General holiday safety information was provided to residents
- 12/8- CRM Braswell met with Oro Valley Chamber staff to discuss the fire district's renewal of their membership
  - Per Vicki Cox Golder's direction, the fire district will be increasing their membership level this year
- 12/9- CRM Braswell attended the retirement reception for Fire Marshal Loesche
  - Administrative Assistant Christine Leonard also attended and assisted with set up and break down
- 12/10- Red Cross ran a blood drive at the 380 Classroom location
  - Administrative Assistant Christine Leonard assisted with set up and break down
- 12/13- CRM Braswell assisted with Polar Express reading at Oro Valley Town Council Chambers
  - This was the 2nd Polar Express reading to accommodate a demand for participation while still honoring social distancing guidelines
- 12/14- CRM Braswell met with Kristen Sharp from the Oro Valley Chamber
- 12/15- CRM Braswell attended virtually the Oro Valley Hospital Board of Trustee meeting
- 12/17- CRM Braswell attended the GRFD Winter Wonderland drive thru event
- From December 18th -January 2nd CRM Braswell was on holiday break
  - While on break, CRM Braswell continued to monitor media requests as well as community questions, concerns and needs

12/30- CRM Braswell set up an interview with acting BC Adam Jarrold and Channel 13 regarding recent changes in protocol for Oro Valley Hospital and cardiac patients

GRFD on the News and on Social Networking

Below are some of the highlights from December 1, 2021- December 31, 2021 regarding notable media and social media outreach.

- On December 30th and 31st several stories ran on KOLD Channel 13 regarding an interview that they did with Acting BC Adam Jarrold in reference to the changes in protocol at Oro Valley Hospital and cardiac patients.

Golder Ranch Fire District Call Load Breakdown

Golder Ranch Fire District Call Load Breakdown

December 2021

CALL TYPE	370	372	373	374	375	376	377	378	379	380	TOTAL
Aircraft											0
Brush / Vegetation											0
Building					1					1	2
Electrical / Motor											0
Fires - All Other			1			1	2		3	1	8
Gas Leak											0
Hazmat											0
Trash / Rubbish									1		1
Unauthorized Burning											0
Vehicle	2			1			1	1			5
Total Fire	**2**	**0**	**1**	**1**	**1**	**1**	**3**	**1**	**4**	**2**	**16**
Animal Problem											0
Animal Rescue											0
Assist -Other	11	11	38	26	34	9	14	22	6	6	177
Battery Change	4	7	19	6	13	1	2	2			54
Bee Swarm											0
Defective Appliance					1						1
Invalid Assist	8	1	18	7		9			5	8	56
Snake	1	4	3	4	7	2		1	4	4	30
Lockout											0
Fire Now Out											0
Total Service Calls	**24**	**23**	**78**	**43**	**55**	**21**	**16**	**25**	**15**	**18**	**318**
Alarms (Fire, Smoke. CO)	1	1	1	9	6	9	4	3	2	7	43
Cancelled / Negative	2	1	10	1	4	4	4	6	11	9	52
Smoke / Odor Invest.	1		5	1	1	1	1		2	1	13
Total Good Intent	**4**	**2**	**16**	**11**	**11**	**14**	**9**	**9**	**15**	**17**	**108**
Motor Vehicle Accident	2		3		5	3	6		1	4	24
Rescue-high, trench, water											0
Interfacility Transport			1		5	2	116			1	125
All Other EMS Incidents	71	7	112	66	114	82	119	23	94	186	874
Total EMS Type	**73**	**7**	**116**	**66**	**124**	**87**	**241**	**23**	**95**	**191**	**1023**
TOTAL ALL	**103**	**32**	**211**	**121**	**191**	**123**	**269**	**58**	**129**	**228**	**1465**
Percentage of Call Load	7%	2%	14%	8%	13%	8%	18%	4%	9%	16%	100%
Average Calls Per Day	3.32	1.03	6.81	3.90	6.16	3.97	8.68	1.87	4.16	7.35	47.26
Patients Transported				**542**							
Last 12 Month Call Load				**18094**							
Last December Call Load				**1401**							

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Dave Christian, Finance Manager

DATE: January 18, 2022

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF RESOLUTION 22-001 TO ADOPT A 115 TRUST ADMINISTERED BY PARS

ITEM #: 8A

REQUIRED ACTION:	☐ Discussion Only	☒ Formal Motion	☒ Resolution
RECOMMENDED ACTION:	☒ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☐ Legal Review

BACKGROUND

On May 18, 2021, the Fire Board authorized the sale of COP Bonds to eliminate the District's PSPRS UAAL and to create the Contingency Reserve Fund (CRF) to keep maintain a near zero balance of the UAAL. The Board provided for a CRF in the amount of $3,468,050 through a combination of COP bond proceeds and General Fund contributions. This fund per policy can be invested in §115 Trust (as defined by IRS Code § 115). A §115, also known as a "Public agency Post-Employment Benefit Trust" would permit the CRF to be invested in a limited number of financial assets. The trust would be administered by Public Agency Retirement Services (PARS). Currently, the CRF is held by US Bank earning a nominal interest rate.

RECOMMENDED MOTION

Motion to approve and accept the resolution to approve the Adoption Agreement of the Public Agencies Post-Employment Benefits Trust to be administered by Public Agency Retirement Services (PARS).

GOLDER RANCH FIRE DISTRICT

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

Chief Randy Karrer

RESOLUTION NO. 2022-0001

A RESOLUTION OF THE GOVERNING BOARD OF THE GOLDER RANCH FIRE DISTRICT REQUESTING PARTICIPATION IN THE ARIZONA EMPLOYERS' PENSION PREFUNDING PLAN (AEPPP) AND THE ADOPTION OF THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)

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

WHEREAS, the Arizona Employers' Pension Prefunding Plan ("AEPPP") was established and is governed by Arizona Revised Statutes (A.R.S.) § 38-931 through § 38-940 ("Governing Statutes"); and

WHEREAS, any governmental employer that participates in one or more of the state of Arizona's tax-qualified defined benefit pension plans for public safety employees—namely, the Public Safety Personnel Retirement System ("PSPRS"), the Elected Officials' Retirement Plan ("EORP"), or the Corrections Officer Retirement Plan or ("CORP") may participate in the AEPPP; and

WHEREAS, the AEPPP, administered by the Public Safety Personnel Retirement System Board of Trustees ("PSPRS Board") in accordance with the Governing Statutes, enables participating employers to prefund their contributions to the PSPRS, EORP, CORP, or any combination of these plans; and

WHEREAS, the PSPRS Board has engaged Public Agency Retirement Services ("PARS"), a third-party administrator to provide trust administration services, including an IRS-approved Section 115 trust, trust documents and other services necessary to facilitate the implementation, ongoing operation, and management of the AEPPP; and

WHEREAS, each participating employer will adopt the PARS Public Agencies Post-Employment Benefits Trust ("Trust"), the tax exempt, Internal Revenue Code ("IRC") Section 115 trust vehicle utilized by the AEPPP for the purposes of prefunding PSPRS, EORP, CORP contributions, or any combination of these plans; and

GOLDER RANCH FIRE DISTRICT

Fire ~ Rescue ~ Ambulance
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Tucson, Arizona 85739

Chief Randy Karrer

WHEREAS, in accordance with these governing instruments, each participating employer's contributions to the Trust, and any investment earnings thereon, will be dedicated to funding the participating employer's contributions to the PSPRS, EORP, or CORP (as applicable) and the reasonable administrative expenses associated with the AEPPP, and may not be used for any other purpose; and

WHEREAS, the terms of the Trust and the Governing Statutes will govern the operation of the AEPPP; and

WHEREAS, Golder Ranch Fire District ("District") is eligible to participate in the AEPPP and the Trust; and

WHEREAS, the District's participation in the AEPPP and the adoption of the Trust have no effect on any current or former employee's entitlement to retirement benefits under the PSPRS, EORP, CORP, or any other District-sponsored retirement plan or program; and

WHEREAS, the District's funding of the Trust does not, and is not intended to, create any new vested right to any benefit or strengthen any existing vested right; and

WHEREAS, the District's reserves the right to make contributions, if any, to the Trust.

NOW, THEREFORE, BE IT RESOLVED: The Governing Board of the Golder Ranch Fire District hereby requests to participate in the AEPPP pursuant to A.R.S. Section § 38-934; and

BE IT FURTHER RESOLVED: The Governing Board of the Golder Ranch Fire District hereby adopts the PARS Public Agencies Post-Employment Benefits Trust, effective_____; and

BE IT FURTHER RESOLVED: The Governing Board of the Golder Ranch Fire District hereby appoints the _____Fire Chief_____, or his/her successor or his/her designee as the District's Plan Administrator for the Trust; and whatever additional actions are required to administer the District's Program.

GOLDER RANCH FIRE DISTRICT

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

Chief Randy Karrer

BE IT FURTHER RESOLVED: The District's Plan Administrator is hereby authorized to execute the PSPRS and PARS legal and administrative documents on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the Trust and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the District's Trust.

ADOPTED AND APPROVED on this 18th day of January 2022, at a duly noticed public meeting of the Golder Ranch Fire District Governing Board.

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

ATTEST:

_____
Wally Vette
Clerk of the Governing Board
of the Golder Ranch Fire District

Internal Revenue Service

Department of the Treasury
Washington, DC 20224

Third Party Communication: None
Date of Communication: Not Applicable

Index Number: 115.00-00

U.S. Bank National Association
c/o Susan Hughes, Vice President
3121 Michelson Drive (Suite 300)
Irvine, CA 92612

Person To Contact:
Robin J. Ehrenberg, ID No. 1000219292
Telephone Number:
(202) 317-5800
Refer Reply To:
CC:TEGE:EOEG:EO3
PLR-146796-14
Date: June 5, 2015

Legend

Trust	=	Public Agencies Post-Employment Benefits Trust
Trust Agreement	=	Public Agencies Post-Employment Benefits Trust Agreement
Trustee	=	U.S. Bank National Association

Dear Ms. Hughes:

This letter responds to a letter from your authorized representative dated December 22, 2014, requesting rulings that (1) the Trust's income is excludable from gross income under section 115 of the Internal Revenue Code (IRC) and (2) the Trust is not required to file annual federal income tax returns under IRC section 6012(a)(4). The Trust represents the facts as follows:

FACTS

The Trust is a multiple employer trust established to enable public-agency employers to fund post-retirement employee benefits. Each participating employer must be a public agency that is a state, political subdivision of a state, or an entity the income of which is excludable from gross income under IRC section 115. The employer's governing body must authorize in writing the adoption of the Trust and the employer must execute the adoption agreement, which approves the Trust's administrator and provides that the agency adopts and agrees to be bound by the Trust Agreement. In the adoption agreement, the employer elects to fund obligations to provide benefits under a post-employment health care plan and contribute to a defined-benefit pension plan maintained by the employer that is qualified under IRC section 401(a). The employer may elect to fund either or both obligations.

The Trust Agreement provides that assets are held by the Trust for the exclusive purpose of funding participating employers' benefit obligations and defraying the reasonable expenses of the Trust. The Trust's assets may not be used for any other purpose. Each employer's contributions to the Trust, together with any allocable investment earnings and losses, are held in a separate account for that employer. Assets allocated to satisfy an employer's health and welfare benefit obligation or the employer's pension obligation may only be used for purposes of satisfying that particular obligation. The assets held in an employer's account are not available to pay any obligations incurred by any other employer.

The employers appoint the Trustee and the Trust's administrator and may remove the Trustee or the administrator by a two-thirds vote of all employers. The employers may amend the Trust Agreement with the approval of two-thirds of all employers then participating in the Trust. The employers may terminate the Trust by unanimous agreement of all employers.

Upon termination of the Trust, any assets remaining in an employer's account, after satisfaction of benefit and the Trust's obligations are returned to the employer to the extent permitted by law and consistent with the requirements of IRC section 115.

LAW AND ANALYSIS

Issue 1 - IRC section 115(1)

IRC section 115(1) provides that gross income does not include income derived from any public utility or the exercise of any essential governmental function and accruing to a state or any political subdivision thereof.

Rev. Rul. 77-261, 1977-2 C.B. 45, holds that income generated by an investment fund that is established by a state to hold revenues in excess of the amounts needed to meet current expenses is excludable from gross income under IRC section 115(1), because such investment constitutes an essential governmental function. The ruling explains that the statutory exclusion is intended to extend not to the income of a state or municipality resulting from its own participation in activities, but rather to the income of an entity engaged in the operation of a public utility or the performance of some governmental function that accrues to either a state or political subdivision of a state. The ruling points out that it may be assumed that Congress did not desire in any way to restrict a state's participation in enterprises that might be useful in carrying out projects that are desirable from the standpoint of a state government and that are within the ambit of a sovereign to conduct.

Rev. Rul. 90-74, 1990-2 C.B. 34, holds that the income of an organization formed, funded, and operated by political subdivisions to pool various risks (e.g., casualty, public liability, workers' compensation, and employees' health) is excludable from gross income under IRC section 115(1), because the organization is performing an essential governmental function. The revenue ruling states that the income of such an organization is excludable from gross income so long as private interests do not participate in the organization or benefit more than incidentally from the organization. The benefit to the employees of the insurance coverage obtained by the member political subdivisions was deemed incidental to the public benefit.

Through the Trust, participating public agency employers fund health and welfare and pension obligations for retired employees. Each of the Trust's participating employers is required to be a state, political subdivision of a state or an entity the income of which is excludable from gross income under IRC section 115. Providing health, welfare and pension benefits to current and former employees constitutes the performance of an essential government function within the meaning of IRC section 115(1). See Rev. Rul. 90-74 and Rev. Rul. 77-261.

The Trust's income accrues to its participating employers, all of which are political subdivisions of a state or entities the income of which is excludable from gross income under IRC section 115. No private interests will participate in, or benefit from, the operation of Trust, other than as providers of goods or services. The benefit to employees is incidental to the public benefit. See Rev. Rul. 90-74.

In no event, including dissolution, will the Trust's assets be distributed or revert to any entity that is not a state, a political subdivision of a state, or entity the income of which is excludable from its gross income by application of IRC section 115(1).

Issue 2- IRC section 6012(a)(4)

Section 301.7701-1(b) of the Procedure and Administration Regulations (Regulations) provides that the classification of organizations that are recognized as separate entities is determined under sections 301.7701-2, 301.7701-3, and 301.7701-4, unless a provision of the IRC provides for special treatment of that organization.

Section 301.7701-4(a) of the Regulations provides that, in general, an arrangement will be treated as if it can be shown that the purpose of the arrangement is to vest in trustees responsibility for the protection and conservation of property for beneficiaries who cannot share in the discharge of this responsibility and, therefore, are not associates in a joint enterprise for the conduct of business for profit.

The Trust enables public-agency employers to set aside funds to be used to satisfy each employer's separate pension and health and welfare benefit obligations. The

Trustee is charged with the responsibility of the protection and conservation of the Trust property for the benefit of the beneficiaries of the Trust. The beneficiaries of the Trust cannot share in the discharge of the Trustee's responsibility for the protection and conservation of property and, therefore, are not associates in a joint enterprise for the conduct of business for profit. IRC section 6012(a)(4) provides that every trust having for the taxable year any taxable income or having gross income of $600 or more, regardless of the amount of taxable income, shall make returns with respect to income taxes under Subtitle A.

Based solely on the facts and representations submitted by the Trust, we conclude that:

1. Because the income of the Trust derives from the exercise of an essential governmental function and will accrue to a state or a political subdivision thereof, the Trust's income is excludable from gross income under IRC section 115(1).

2. The Trust is classified as a trust within the meaning of IRC section 7701(a) and section 301.7701-4(a) of the Regulations. Because Trust's income is excludable from gross income under IRC section 115, the Trust is not required by IRC section 6012(a)(4) to file an annual income tax return.

Except as expressly provided herein, no opinion is expressed or implied concerning the tax consequences of any aspect of any transaction or item discussed or referenced in this letter. This ruling concerns only the federal tax treatment of the Trust's income and may not be cited or relied upon by any taxpayer, including the Trust, employers participating in the Trust, and any recipients of benefits paid under the terms of the Trust, as to any matter relating to the taxation of accident or health contributions or benefits.

This ruling is directed only to the taxpayer who requested it. IRC section 6110(k)(3) provides that it may not be used or cited as precedent.

In accordance with the Power of Attorney on file with this office, a copy of this letter is being sent to your authorized representative.

A copy of this letter must be attached to any income tax return to which it is relevant. Alternatively, taxpayers filing their returns electronically may satisfy this requirement by attaching a statement to their return that provides the date and control number of the letter ruling.

The rulings contained in this letter are based upon information and representations submitted by the taxpayer and accompanied by a penalty of perjury statement executed by an appropriate party. While this office has not verified any of the material submitted in support of the request for rulings, it is subject to verification on examination.

Sincerely,

Kenneth M. Griffin
Branch Chief, Exempt Organizations Branch 3
(Tax Exempt and Government Entities)

cc: Marcus Wu
Pillsbury Winthrop Shaw Pittman LLP
12255 El Camino Real, Suite 300
San Diego, CA 92130-4088

Paul Marmolejo
Director, Office of Federal, State and Local Governments
SE:T:GE:FSL

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Pat Abel, Assistant Chief

DATE: January 18, 2022

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF THE AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT 003 WITH WSM ARCHITECTS

ITEM #: 8B

REQUIRED ACTION:	☐ Discussion Only	☒ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☒ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☒ Legal Review

BACKGROUND

Attached is Amendment 003 for professional services between WSM Architects and Golder Ranch Fire District to provide architectural and engineering services for the Tenant Improvement design and engineering for exiting building (New GRFD Headquarters) located at 1600 E. Hanley Blvd, Tucson, AZ 85755. This is an amendment to the previous Board-approved AIA Agreement for architectural services for the Station 375 remodel project on Woodburne Ave. The purpose for the amendment agreement is to, under a new scope, provide the following: design a large meeting room with a seating capacity of 90 or more people and appropriate allocation of the modular workstations. Additionally, the design shall include a kitchen/breakroom and elegant access to the outdoor space between the buildings, a landscape design to the mentioned outdoor space, additional restroom stalls, a secured meeting room at the main entry, expansion of one office and hallway to create the fire chief's office and redesign the access points to the parking area to increase employee ingress/egress as well as the inclusion of necessary improvements to the pavement, striping, and handicap designations and other associated renovations meeting current fire and building codes, CCR's and Town of Oro Valley standards that surround the building. The process would be similar to the Station 374 expansion project.

This is one of many bond-related projects. This project is a primary and high priority project that, when completed, allows other bond projects at the current main campus (370) on Golder Ranch Drive to fall in line. Attached is the proposed fee schedule from WSM architects for architectural and engineering design services for $96,600, which includes Allowances for Structural Engineering $4,200.00 and Electrical Service upgrade $ 1,500.00 that would not be owed if not

used. This amount does not include exterior signage design which is an optional $3,800.00 or Reimbursable Allowance of $1,000.00 for anticipated travel and printing costs.

The total proposal for all services "if needed" is $101,400. WSM Architects plan is to secure the same engineering firms used on the station 375 and 374 projects.

RECOMMENDED MOTION

Motion to approve Amendment 003 to Professional Services Agreement with WSM Architects for services related to the Hanley Building Tenant Improvement Project.

Golder Ranch Fire District
Scope of Work

New GRFD Headquarters

Oro Valley, AZ

Tenant Improvements (TI) of Existing Building to include, but not limited to, Offices, Meeting and Break Rooms. Kitchen facilities and Restroom Expansion. Exterior Building, Landscape, Signage, Courtyard Design and Informational Technology (IT) Improvements.

Project Located at 1600 E. Hanley Blvd.
Oro Valley, AZ 85737

January 18, 2022

Scope of Work

The district acquired the real property at 1600 E. Hanley Blvd to relocate our administrative offices and develop District Headquarters more centrally located within district boundaries. The property is approximately 15,000 square feet consisting of office space and open areas which currently include modular workstations.

A contractual agreement with a professional architect is necessary to complete some tenant improvements in the current structure. The architect shall produce a conceptual design to meet the district's needs to include the utilization of current office space to design a large meeting room with a seating capacity of 90 or more people and appropriate allocation of the modular workstations. Additionally, the design shall include a kitchen/breakroom and elegant access to the outdoor space between the buildings, a landscape design to the mentioned outdoor space, and additional restroom stalls. A secured meeting room at the main entry, expansion of one office and hallway to create the fire chief's office, and redesign the access points to the parking area to increase employee ingress/egress. As well as the inclusion of necessary improvements to the pavement, striping, and handicap designations meeting CCR's and Town of Oro Valley standards that surround the building.

Following the conceptual designs, the architect shall produce preliminary design drawings in compliance with all codes, standards, and town requirements for review of the district. The architect shall involve all necessary engineering consultants as needed for the tenant improvements, including but not limited to, electrical, mechanical, HVAC, plumbing, audio/visual, security, and landscape. This tenant improvement plan shall also include interior/exterior painting, design of illuminated signage, as allowed, on the face of the building, and necessary maintenance to the tilt slab walls.

Upon approval from the district, the architect shall complete the appropriate drawings for the approval process and submit them to the Town of Oro Valley for approval. The architect shall attend all required pre-construction meetings during the approval process, respond to questions regarding the design, and allocate additional staff hours to necessary changes, as needed. Upon approval from the Town of Oro Valley building official, the architect shall work in collaboration with the selected construction company prior to and during the construction process.

WSM

ARCHITECTS

January 7, 2022

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

Re: Proposal for Fire Administration Building Tenant Improvement Design & Engineering

Dear Chief Cesarek:

Thank you for the opportunity to present the following proposal for Architectural and Engineering Services to the Golder Ranch Fire District. Our understanding of what you would like WSM to provide is outlined below.

Project Scope:

Provide a schematic design as follows:

- Re-use the existing office space and furniture as much as possible to reduce project cost while providing the needed operations. We have not included any expansion of the building square footage in this proposal.
- Provide a new meeting room with capacity for approximately 90 people, to accommodate Board meetings as well as other functions.
- Provide enhanced break room and kitchen facilities to reinforce the teaming opportunities among the staff. Expand the existing restrooms near the entry to accommodate additional water closets.
- Provide a landscape design for the exterior / courtyard for meeting room break out and staff areas.
- Review the building exterior and make recommendations for repair / maintenance.

The building is in the Town of Oro Valley and would require site plan and landscape plan approval and design review board approval. Meetings with the Town Staff or approval board are included.

Provide Construction Documents that define the workscope for the contractor.

- This would include HVAC mechanical / plumbing design. An evaluation of the existing equipment would be made and recommendations regarding its re-use outlined.
- Electrical system design would provide for power and lighting modifications to the existing system as required for the new configuration. As requested, we have not included the design for an emergency generator. We have provided

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Suite No. 268
Tucson, Arizona 85718

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520.408.1170 Fax
WSMARCH.COM Web

an allowance of $1,500 for the design of an electrical service upgrade if required. If not required, these fees would not be billed.

- Teledata system design would provide empty conduit for use by the district's IT supplier.
- Security system: Provide door access control system similar to systems at the fire stations. Intrusion detection would utilize the existing system and be monitored by the District's selected vendor.
- Audio visual: The AV systems would provide for conduit and power to locations for AV equipment. We will work with your in-house staff to review the needs. Additional design of the AV systems is not included but can be provided by a specialty consultant if required.
- Structural engineering for HVAC equipment loads and new openings in the building structure. This is identified as an allowance of $4,200.00. If not required those fees would not be billed.
- We have included coordination of furniture finishes and selection of new furniture as required. Since much of the existing Steelcase furniture is to be re-used and possibly reconfigured, it makes the most sense to have the local vendor, Atmosphere Commercial Interiors, of the product do field verifications and revision plans. We would work with them during the process so the colors, layout and function meets your needs.
- We would work with the selected contractor as they prepare estimates of construction for review by GRFD. We would recommend an estimate be prepared at the end of schematic design so that any modifications due to cost occur early in the process.
- Upon completion of the construction documents they will be submitted for permitting to the Town of Oro Valley and we will attend any meetings and respond to comments as required for permit approval.

Construction Administration:

- We have assumed the GRFD selected JOC Contractor will bid the work directly to Golder Ranch Fire District and we will answer questions and respond to requests for alternative manufacturers for building products during the bid phase.
- During construction WSM will provide shop drawing review, responses to requests for information.
- We would attend regular construction conference calls and provide (6) six site visits by the architect during construction and (1) one site visit by the mechanical and electrical engineer for a punch list. WSM will review the contractor's pay applications for approval and provide a Certificate of Substantial Completion when the project is complete.

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Optional Services:

- Provide exterior signage design as allowed by the Town. $3,800.

Exclusions:

- Estimating services – To be determined.
- Civil Engineering, site surveying, soil borings and geotechnical reports.
- Hazardous Material tests, reports or mitigation design.
- Automatic sprinkler system design - To be provided by Fire Protection Subcontractor selected prior to submittal for permit as required by the Town of Oro Valley.
- Easements for access and utilities if required.
- Electrical Arc-Flash studies - Provided by the electrical contractor.
- Special structural testing and inspections.
- Construction materials and assembly testing.
- Presentation renderings, animations, and physical models of the project.
- Design of telephone systems and computer network systems - infrastructure conduit designed for system as part of basic services.
- Furniture design specifications, bidding and installation observation services.
- Archeological and environmental surveys are excluded from this proposal and we do not anticipate them being required.
- Permit application fees plan review, permit, wastewater, or other development fees by the Town of Oro Valley.

Project Fee:

Our basic architecture fee for the work would be a lump sum of **$96,600.00 not including Optional Services.**

Work by Phase	Schematic Design:	$16,260.00
	Construction Documents	$51,840.00
	Bidding Permitting	$ 2,940.00
	Construction Administration	$19,860.00
Subtotal		$90,900.00
Allowances		
	Structural Engineering	$ 4,200.00
	Electrical Service upgrade	$ 1,500.00

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WSM ARCHITECTS

$96,600.00

Reimbursable expenses: We request a Reimbursable Allowance of **$1,000.00** for anticipated travel and printing costs. Reimbursable expenses (travel and printing costs) will be billed at cost with no markup.

Invoices: Invoices would be sent monthly based upon percentage of work completed that month for WSM.

Feel free to contact me with any questions you might have on this proposal. If the proposal meets your approval, please sign below and we can get started right away. We will prepare an amendment to our current contract with Golder Ranch Fire District for your review and final approval.

Thank you for the opportunity to be of service to the Golder Ranch Fire District.

Sincerely,

Paul Mickelberg, AIA
President
WSM Architects, Inc.

Accepted by:

Date: _____

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Suite No. 268
Tucson, Arizona 85718

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Project Contract Information

Project Fee Worksheet

Project # / Name: **22-002 Golder Ranch Fire Admin TI Hanley Rd**

	sf	cost/sf	constr cost
	15000	$100	$1,500,000

	CONSTRUCTION COST	$1,500,000.00											
	TOTAL FEE %	6.06%											
	TOTAL FEE $	$90,900.00	BASIC SERVICES						ALLADDITIONAL SERVICES				
	FEE BY PHASE %	0%	18%		57%	3%	22%	0%	0%	0%	0%	100%	
	FEE BY PHASE $	$0.00	$16,260.00	$0.00	$51,840.00	$2,940.00	$19,860.00	$0.00	$0.00	$0.00	$0.00	$90,900.00	
SCOPE OF WORK		PREDESIGN (PROGRAMMING)	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BIDDING/PERMITTING	CONSTRUCTION ADMINISTRATION	ALLOWANCES	SIGNAGE DESIGN		REIMBURSABLES	TOTAL	
	ARCHITECTURE-WSM		$ 11,760.00		$ 32,340.00	$ 2,940.00	$ 11,760.00		$ 3,800.00		$ 1,000.00	$63,600.00	
	INTERIORS- WSM				$ 5,000.00							$5,000.00	
	CIVIL											$0.00	
	LANDSCAPING		$ 1,500.00		$ 3,500.00		$ 1,000.00					$6,000.00	Arc Studio
	STRUCTURAL ALLLOWANCE							$ 4,200.00				$4,200.00	allowance for rooftop HVAC calcs
	MECHANICAL/ PLUMBING		$ 1,750.00		$ 3,500.00		$ 2,350.00					$7,600.00	PH Mechanical
	ELECTRICAL		$ 1,250.00		$ 7,500.00		$ 4,750.00					$13,500.00	Electrical Design Associates
	ELECTRICAL ALLOWANCE SERVICE							$ 1,500.00				$1,500.00	Allowance for elec service upgrade
	ESTIMATING- By GC												
	OTHERS												
	TOTAL	$0.00	$16,260.00	$0.00	$51,840.00	$2,940.00	$19,860.00	$5,700.00	$3,800.00	$0.00	$1,000.00	$101,400.00	

Basic Services Fee $90,900.00

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AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Fire Station #375 (Base Contract)
12125 N. Woodburne Avenue
Oro Valley, AZ 85737

AGREEMENT INFORMATION:
Date: 3/31/2019

AMENDMENT INFORMATION:
Amendment Number: 003
Date: 1/7/2022

OWNER: *(name and address)*
Golder Ranch Fire District
3885 E. Golder Ranch Drive
Tucson, AZ 85739

ARCHITECT: *(name and address)*
WSM Architects, Inc.
4330 N. Campbell Ave. #268
Tucson, AZ 85718

The Owner and Architect amend the Agreement as follows:
WSM Architects, Inc. will provide architectural and engineering services for the tenant improvement of the Hanley Building at 1600 E. Hanley Blvd, Oro Valley, Arizona 85737, as described in the attached proposal letter dated 1/3/2022.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Consulting Fees for Architectural and Engineering Design Services:

Our basic architecture fee for the work would be a lump sum of $97,600.00 not including Optional Services.

Work by Phase	Schematic Design:	$16,260.00
	Construction Documents	$51,840.00
	Bidding Permitting	$ 2,940.00
	Constuction Administration	$19,860.00
Allowance if reqd	Structural Engineering	$ 4,200.00
Allowance if reqd	Electrical Service Upgrade if reqd	$ 1,500.00
Allowance if reqd	Reimbursable Expense budget	$ 1,000.00
TOTAL		$97,600.00

Optional Services:
- Provide exterior signage design as allowed by the Town. $3,800.

Schedule Adjustment:
To be determined - no cost change

SIGNATURES:

WSM Architects, Inc.	Golder Ranch Fire District
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
Paul Mickelberg, President	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
1/7/2022	
DATE	**DATE**

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AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 31st day of March in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Golder Ranch Fire District
3885 E. Golder Ranch Drive
Tucson, AZ 85739
520-825-9001

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

WSM Architects, Inc.
4330 N. Campbell Avenue, Suite 268
Tucson, AZ 85718
520-408-1044

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

Golder Ranch FD Fire Station #375 located at 12125 N. Woodburne Avenue, Tucson, AZ 85755 Remodel and Addition.

The Owner and Architect agree as follows.

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

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

Init.
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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

Golder Ranch Fire District is planning to remodel and expand the existing Fire Station 375.
The building is located at 12125 N. Woodburne Ave, Oro Valley, AZ 85755.
Approximately 7,100 sq. ft. of existing building will require remodeling and approximately 2,100 sq. ft. of new construction will be added.

(Paragraphs deleted)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To Be finalized- Initial Milestones- Pre-design and programming, Schematic design, Design Development and Construction Documents- Permit submittal and GMP Sept 16, 2019

.2 Construction commencement date:

Init.

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To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

This project shall use the construction management at risk method for construction of the project.

(Paragraphs deleted)
§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Patrick Abel, Assistant Chief
Golder Ranch Fire District
3885 E. Golder Ranch Drive
Tucson, AZ 85739
520-825-9001

(Paragraphs deleted)
§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Paul Mickelberg
WSM Architects, Inc.
4330 N. Campbell Avenue, Suite 268
Tucson, AZ 85718
520-408-1044

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Schneider Structural Engineers
435 E. 9th Street

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Tucson, AZ 85705
520-512-8183

.2 Mechanical Engineer / Automatic Fire sprinkler:

PH Mechanical Engineering
333 N. Wilmot Road, Suite 201
Tucson, AZ 85711
520-731-2060

.3 Electrical Engineer:

Electrical Design Associates
7536 North La Cholla Boulevard
Tucson, AZ 85741
520-622-2196

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

Civil engineering is excluded assuming minimal grading and drainage calculations will be needed for the addition and would be an additional service if required by the Town of Oro Valley. Landscape architecture consultant is also excluded unless required by the Town. Basic civil and landscape design will be provided by WSM.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million ($ 1,000,000.00) for each occurrence and one million ($ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million ($ 1,000,000.00) each accident, one million ($ 1,000,000.00) each employee, and one million ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million ($ 1,000,000.00) per claim and one million ($ 1,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Constructin Manager shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Construction Manager shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3. VFY this connection

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Construction Manager shall update the estimate for the Cost of the Work

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect, following the Owner's approval of the Construction Documents and of the Construction Manager's estimate of Construction Costs, shall assist the Owner Obtaining bids or Negotiated Proposals.

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(Paragraphs deleted)

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 organizing and participating in selection interviews with prospective contractors;

(Paragraphs deleted)

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

WSM will provide Construction Administration support during the construction of the fire station, which includes site visits and construction meetings twice monthly (16 visits, assuming an 8-month construction period), review of contractor shop drawings, submittals, pay applications and answering questions during construction.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information

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given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

(Paragraph deleted)

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise

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specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect – included in Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect – included in Basic Services
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	Architect – included in Basic Services
§ 4.1.1.5 Site evaluation and planning	Architect – included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Not provided
§ 4.1.1.9 Landscape design	Not provided
§ 4.1.1.10 Architectural interior design	Architect – included in Basic Services
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Architect – included in Basic Services
§ 4.1.1.16 As-constructed record drawings	Architect – as Additional Service
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect – included in Basic Services
§ 4.1.1.21 Telecommunications/data design	Not provided
§ 4.1.1.22 Security evaluation and planning	Basic security included- intrusion detection system CCTV etc. excluded
§ 4.1.1.23 Commissioning	Gen Contractor provided to meet Bldg Code
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Architect - Automatic Sprinkler engineering included

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall

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give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Sixteen (16) visits to the site by the Architect during construction

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private,

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above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the

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Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

The Construction Manager is responsible for developing construction cost estimates.

(Paragraphs deleted)

§ 6.5 If at any time the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

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§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraph deleted)

.2 Percentage Basis
(Insert percentage value)

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Seven and one-half (7.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6, and adjusted at the end of each phase. Based upon the current estimate of $1,100,000.00, the fee would be $82,500.00, if that were the final construction cost. The fee would be billed in the following phases by percentage and billed monthly based upon the percentage of work complete for each of the phases outlined in 11.5.

Basic Services Estimated Total: $82,500.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As-built CAD Record Drawings based on contractors markups $1000.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As agreed to in writing between Owner and Architect.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	twenty	percent (	20	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	thirty-five	percent (	35	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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(Table deleted)
(Paragraphs deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants as a Reimbursable Expenses Allowance of $5,000.00

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraph deleted)

(Paragraphs deleted)

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Albert Pesqueira, Clerk of the Board	Paul Mickelberg President
(Printed name and title)	*(Printed name, title, and license number, if required)*

Init.
/

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GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: January 18, 2022

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF THE FOLLOWING AMENDED POLICIES: 917 – PERSONAL FIREARMS AND 1047 – RETIREMENT PLANS

ITEM #: 8C

REQUIRED ACTION:	☐ Discussion Only	☒ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☒ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☐ Legal Review

BACKGROUND

Ready for Fire Board approval, the following new policies have been updated and transitioned to the new Lexipol platform. All prior and existing policies, manuals, orders, and regulations that are in conflict with these policies are revoked, except to the extent that portions of the existing manuals, procedures, orders, and other regulations that have not been included herein shall remain in effect where they do not conflict with the provisions of these policies. The updated policies include: 917 – Personal Firearms and 1047 – Retirement Plans

If approved, these policies would be effective February 1, 2022.

RECOMMENDED MOTION

Motion to approve the following amended policies: 917 – Personal Firearms and 1047 – Retirement Plans

Personal Firearms

917.1 PURPOSE AND SCOPE

Best Practice MODIFIED

The purpose of this policy is to promote the safety of all members by providing guidance on the possession of firearms in the workplace.

917.2 POLICY

Best Practice MODIFIED

The Golder Ranch Fire District will make reasonable efforts to reduce risk to members and the public by placing limitations on firearms being brought onto district property

917.3 PROHIBITIONS

Best Practice MODIFIED

Members are prohibited from possessing a firearm while on-duty or while on or in district property or vehicles, or while representing the District in any capacity..

917.4 FIREARMS IN VEHICLES

State MODIFIED

Members are permitted to store a firearm in the member’s personal vehicle parked on district property, provided the vehicle is locked and the firearm is not visible from outside the vehicle. Members who drive motorcycles are permitted to store a firearm in a locked compartment on the motorcycle (ARS § 12-781).

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Retirement Plans

1047.1 PSPRS

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

1047.1.1 DEFERRED RETIREMENT OPTION PROGRAM (DROP)

As part of the MOU, for eligible PSPRS DROP participants who have elected to participate in the district 401a Public Safety Personnel Defined Contribution Retirement Plan (PSPDCRP).

- During the DROP program neither the district nor member contribute to the PSPRS pension system.
- Members may contribute up to their former PSPRS contribution rate of 7.65% to their 401a (PSPDCRP). Any amount elected up to 7.65% will be matched by the District.

1047.2 ASRS

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

1047.3 EMPLOYER-SPONSORED DEFINED-CONTRIBUTION PLANS

Employees may contribute to the sponsored defined contribution plans. Plans are administered in accordance with IRS regulations.

457(b) or 401(a) plan’s annual contributions and other additions (excluding earnings) to a participant’s account cannot exceed the lesser of:

(a) 100% of the participant's includible compensation, or

(b) the elective deferral limit set annually by IRS.

Increases to the general annual contribution limit:

- 457(b) plans of state and local governments may allow catch-up contributions for participants who are aged 50 or older.

- Special 457(b) catch-up contributions, if permitted by the plan provider, allow a participant for 3 years prior to the normal retirement age (this can be as little as 20 years of service) to contribute the lesser of:

    - Twice the annual limit, or
    - The basic annual limit plus the amount of the basic limit not used in prior years (only allowed if not using age 50 or over catch-up contributions)

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GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: January 18, 2022

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF THE SUPPORT OF ARIZONA FIRE CHIEFS ASSOCIATION'S CERTIFICATE OF NECESSITY (CON) BILL

ITEM #: 8D

REQUIRED ACTION:	☐ Discussion Only	☒ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☒ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☐ Legal Review

BACKGROUND

The Arizona Fire Chiefs Association (AFCA) has sponsored the attached bill to provide needed reform to the Certificate of Necessity (CON) process. The CON process has not changed since the mid-1970s when the majority of CON holders were private ambulance companies. Currently, the vast majority (over 80%) are fire-based providers that are public providers. The current process of obtaining a CON and the financial reporting requirements are very antiquated and are geared for private sector financial reporting. With the vast majority of CON holders being public sector agencies, it makes sense to make adjustments that will assist public sector agencies in reporting. Additional changes would be related to the process of obtaining or changing a CON that would make it much easier for Director of Arizona Department of Health (ADHS) to make emergency adjustments in situations that required immediate action. It would also hold ADHS accountable should they not be monitoring the transport times of CON holders.

RECOMMENDED MOTION

Motion to support the CON legislation sponsored by the AFCA and provide $5,000 to AFCA to support the legislative efforts

REFERENCE TITLE: ambulance services; service areas

State of Arizona
House of Representatives
Fifty-fifth Legislature
Second Regular Session
2022

H. B. _____

Introduced by _____

AN ACT

AMENDING SECTIONS 36-2232, 36-2233, 36-2234, 36-2236, 36-2239, 36-2242 AND 36-2246, ARIZONA REVISED STATUTES; RELATING TO EMERGENCY MEDICAL SERVICES.

(TEXT OF BILL BEGINS ON NEXT PAGE)

Be it enacted by the Legislature of the State of Arizona:

Section 1. Section 36-2232, Arizona Revised Statutes, is amended to read:

36-2232. Director; powers and duties; regulation of ambulance services; inspections; response time compliance

A. The director shall adopt rules to regulate the operation of ambulances and ambulance services in this state. Each rule shall identify all sections and subsections of this chapter under which the rule was formulated. The rules shall provide for the department to do the following:

1. Determine, fix, alter and regulate just, reasonable and sufficient rates and charges for the provision of ambulances, including rates and charges for advanced life support service, basic life support service, patient loaded mileage, standby waiting, subscription service contracts and other contracts for services related to the provision of ambulances. The director may establish a rate and charge structure as defined by federal medicare guidelines for ambulance services. The director shall inform all ambulance services of the procedures and methodology used to determine ambulance rates or charges.

2. ENSURE THAT QUALITY PATIENT CARE IS THE PRIORITY FOR DECISION-MAKING.

~~2.~~ 3. Regulate operating and response times of ambulances to meet the needs of the public and to ensure adequate service. The rules adopted by the director for certificated ambulance service response times shall include uniform standards for urban, suburban, rural and wilderness geographic areas within the certificate of necessity based on, at a minimum, population density~~,~~ AND geographic and medical considerations.

4. REVIEW RESPONSE TIMES ESTABLISHED PURSUANT TO PARAGRAPH 3 OF THIS SUBSECTION WITH THE AMBULANCE SERVICE AND UPDATE THE RESPONSE TIMES BASED ON, AT A MINIMUM, POPULATION DENSITY AND GEOGRAPHIC AND MEDICAL CONSIDERATIONS ON RENEWAL OF A CERTIFICATE OF NECESSITY EVERY THREE YEARS.

~~3.~~ 5. Determine, fix, alter and regulate bases of operation. The director may issue a certificate of necessity to more than one ambulance service within any base of operation. For the purposes of this paragraph, "base of operation" means a service area granted under a certificate of necessity.

~~4.~~ 6. Issue, amend, transfer, suspend or revoke certificates of necessity under terms consistent with this article.

~~5.~~ 7. Prescribe a uniform system of accounts to be used by ambulance services that conforms to standard accounting forms and principles for the ambulance industry and generally accepted accounting principles. AN AMBULANCE SERVICE THAT IS OWNED AND OPERATED BY A GOVERNMENTAL ENTITY SHALL FILE BASED ON GOVERNMENTAL ACCOUNTING STANDARDS. THE DEPARTMENT SHALL PRESCRIBE AN AMBULANCE REPORT AND COST RECOVERY FORM FOR PRIVATE AMBULANCE COMPANIES THAT MEETS GENERALLY ACCEPTED ACCOUNTING

PRINCIPLES AND A COMPARABLE FORM FOR GOVERNMENTAL ENTITIES THAT MEETS GOVERNMENTAL ACCOUNTING STANDARDS.

~~6.~~ 8. Require the filing of an annual financial report and other data. These rules shall require an ambulance service, FIRE DEPARTMENT, FIRE DISTRICT OR FIRE AUTHORITY to file the report with the department not later than one hundred eighty days after the completion of its annual accounting period.

~~7.~~ 9. Regulate ambulance services in all matters affecting services to the public ~~to the end~~ WHILE MAINTAINING QUALITY PATIENT CARE AS THE PRIORITY SO that this article may be fully carried out.

~~8.~~ 10. Prescribe bonding requirements, if any, for ambulance services granted authority to provide any type of subscription service.

~~9.~~ 11. Offer technical assistance to ambulance services to ~~maximize a healthy and viable business climate for the provision of ambulances~~ ENSURE COMPLIANCE WITH THE RULES OR OFFER ADVICE REGARDING OPERATIONS.

~~10.~~ 12. Offer technical assistance to ambulance services in order to obtain or to amend a certificate of necessity.

~~11.~~ 13. Inspect, at a maximum of ~~twelve month~~ TWELVE-MONTH intervals, each ambulance registered pursuant to section 36-2212 to ensure that the vehicle is operational and safe and that all required medical equipment is operational. At the request of the provider, the inspection may be performed by a facility approved by the director. If a provider requests that the inspection be performed by a facility approved by the director, the provider shall pay the cost of the inspection.

B. The director may require any ambulance service offering subscription service contracts to obtain a bond in an amount determined by the director that is based on the number of subscription service contract holders and to file the bond with the director ~~for the protection of~~ TO PROTECT all subscription service contract holders in this state who are covered under that subscription contract.

C. An ambulance service shall:

1. Maintain, establish, add, move or delete suboperation stations within its base of operation to ensure that the ambulance service meets the established response times or those approved by the director in a political subdivision contract.

2. Determine the operating hours of its suboperation stations to provide for coverage of its base of operation.

3. Provide the department with a list of suboperation station locations.

4. Notify the department not later than thirty days after the ambulance service makes a change in the number or location of its suboperation stations.

D. At any time, the director or the director's agents may:

1. Inquire into the operation of an ambulance service, including a person operating an ambulance that has not been issued a certificate of registration or a person who does not have or is operating outside of a certificate of necessity.

2. Conduct on-site inspections of facilities, communications equipment, vehicles, procedures, materials and equipment.

3. Review the qualifications of ambulance attendants.

E. If all ambulance services that have been granted authority to operate within the same service area or that have overlapping certificates of necessity apply for uniform rates and charges, the director may establish uniform rates and charges for the service area.

F. In consultation with the medical director of the emergency medical services and trauma system, the emergency medical services council and the medical direction commission, the director of the department of health services shall establish protocols for ambulance services to refer and advise a patient or transport a patient by the most appropriate means to the most appropriate provider of medical services based on the patient's condition. The protocols shall include triage and treatment protocols that allow all classifications of emergency medical care technicians responding to a person who has accessed 911, or a similar public dispatch number, for a condition that does not pose an immediate threat to life or limb to refer and advise a patient or transport a patient to the most appropriate health care institution as defined in section 36-401 based on the patient's condition, taking into consideration factors including patient choice, the patient's health care provider, specialized health care facilities and local protocols.

G. The director, when reviewing an ambulance service's response time compliance with its certificate of necessity, shall consider in addition to other factors the effect of hospital diversion, delayed emergency department admission and the number of ambulances engaged in response or transport in the affected area.

Sec. 2. Section 36-2233, Arizona Revised Statutes, is amended to read:

36-2233. Certificate of necessity to operate an ambulance service; exceptions; service areas

A. Any person wishing to operate an ambulance service in this state shall apply to the department on a form prescribed by the director for a certificate of necessity.

B. The director shall issue a certificate of necessity if all of the following apply:

~~1. The ambulance service has a certificate of registration issued by the department for at least one ambulance pursuant to section 36-2212.~~

~~2.~~ 1. The director finds that public necessity requires the service or any part of the service proposed by the applicant.

~~3.~~ 2. The director finds that the applicant is fit and proper to provide the service.

~~4.~~ 3. The applicant has paid the appropriate fees pursuant to section 36-2240.

~~5.~~ 4. The applicant has filed a surety bond pursuant to section 36-2237.

C. A certificate of necessity issued pursuant to subsection B of this section shall be for all or part of the service proposed by the applicant as determined necessary by the director for public convenience and necessity.

D. This section does not require a certificate of necessity for:

1. Vehicles and persons that are exempt from a certificate of registration pursuant to section 36-2217.

2. Ambulance services operating under temporary authority pursuant to section 36-2242.

E. The director may grant a service area by one or any combination of the following descriptions:

1. Metes and bounds.

2. A city, town or political subdivision not limited to a specific date. The merger or consolidation of two or more fire districts pursuant to section 48-820 or 48-822 does not expand the service area boundaries of an existing certificate of necessity.

3. A city, town or political subdivision as of a specific date that does not include annexation.

Sec. 3. Section 36-2234, Arizona Revised Statutes, is amended to read:

36-2234. Hearings; waiver of hearing; emergency action; suspension; judicial review; definition

A. The director shall require a public hearing on any proposed action related to rates, fares or charges, operating or response times, bases of operation or certificates of necessity unless subsection ~~C,~~ E, G or ~~M~~ O of this section applies.

B. FOR THE PURPOSES OF ANY HEARING HELD PURSUANT TO THIS SECTION, A CITY, TOWN, FIRE DISTRICT OR FIRE AUTHORITY WHOSE JURISDICTIONAL BOUNDARIES IN WHOLE OR IN PART ARE WITHIN THE SERVICE AREA OF A CERTIFICATE OF NECESSITY IS CONSIDERED TO BE AN INTERESTED PARTY AS A MATTER OF LAW.

C. WITHIN NINETY DAYS AFTER RECEIVING A COMPLETE APPLICATION FOR A CERTIFICATE OF NECESSITY AS PRESCRIBED IN SECTION 36-2233, THE DIRECTOR SHALL DETERMINE WHETHER PUBLIC NECESSITY REQUIRES THE PROPOSED AMBULANCE SERVICE IN A SERVICE AREA OR ANY PART OF A SERVICE AREA AND, IF NECESSITY FOR THE AMBULANCE SERVICE IS FOUND TO EXIST AND THE APPLICANT MEETS THE REQUIREMENTS OF SECTION 36-2233, SUBSECTION B, THE DIRECTOR SHALL ISSUE A

CERTIFICATE OF NECESSITY TO OPERATE THE AMBULANCE SERVICE. ANY CERTIFICATE OF NECESSITY HOLDER WHOSE AMBULANCE SERVICE AREA IN WHOLE OR IN PART IS WITHIN THE AFFECTED SERVICE AREA OF THE NEW AMBULANCE SERVICE MAY APPEAL THE DIRECTOR'S DETERMINATION AS SPECIFIED IN SUBSECTION P OF THIS SECTION.

~~B.~~ D. A public hearing held pursuant to subsection A of this section shall meet the following requirements:

1. The hearing shall be held pursuant to title 41, chapter 6, article 10.

2. The director shall mail notice of the hearing to every ambulance service in the affected region ~~no~~ AND EVERY INTERESTED PARTY AS SPECIFIED IN SUBSECTION B OF THIS SECTION NOT later than fifteen days before the hearing.

3. The director may mail notice to other persons who the director determines are interested in the hearing.

4. In a hearing or rehearing conducted pursuant to this article, an ambulance service may be represented by a corporate officer, an employee or a designee who has been specifically authorized by the ambulance service to represent it.

5. A certificate of necessity hearing may not last more than ten days unless the administrative law judge determines, in writing, on the final day of the hearing that there is an extraordinary need for additional hearing days.

~~C.~~ E. The director may waive the hearing required under subsection A of this section if notification, including a general description of the proposed action of the department and the time and manner for any interested person to request a hearing, is given and all of the following apply:

1. Notification of the proposed action has been sent to every ambulance service in the affected region ~~no~~ AND EVERY INTERESTED PARTY AS SPECIFIED IN SUBSECTION B OF THIS SECTION NOT later than fifteen days before the action.

2. The director has notified other persons who the director determines are interested in the proposed action ~~no~~ NOT later than fifteen days before the action.

3. The director has published notice of the proposed action in a newspaper of general circulation in the affected region at least once each week for two consecutive weeks before the action is taken.

4. The director has received no requests within the fifteen-day notification period for a hearing to be held on the proposed action.

~~D.~~ F. If the director receives a request pursuant to subsection ~~C~~ E, paragraph 4 of this section, the director shall hold a hearing in compliance with subsection ~~B~~ D of this section.

~~E.~~ G. The director shall not hold a hearing if a person requests a hearing regarding a rate increase that does not exceed the amount computed as follows:

1. Determine the percentage growth in the transportation consumer price index of the United States department of labor, bureau of labor statistics, from the end of the second preceding calendar year to the calendar year immediately preceding the calendar year for which the rate increase is requested.

2. Determine the percentage growth in the medical care consumer price index of the United States department of labor, bureau of labor statistics, from the end of the second preceding calendar year to the calendar year immediately preceding the calendar year for which the rate increase is requested.

3. Add the amount determined in paragraph 1 of this subsection to the amount determined in paragraph 2 of this subsection and divide the sum by two.

~~F.~~ H. A rate increase authorized pursuant to subsection ~~E~~ G of this section is deemed to be fixed by the department at the requested level. Notwithstanding subsection ~~C~~ E of this section, the department shall hold a hearing pursuant to section 36-2232, subsection E for any proposed uniform rate or charge that exceeds the annual rate increase prescribed in subsection ~~E~~ G of this section. The department shall require the applicants to submit the following information signed by the designated financial officer and the chief executive of the ambulance service who has fiduciary responsibility for providing accurate financial information:

1. A financial statement for the previous twenty-four months relating to the certificated areas.

2. Any additional information the department requires to analyze the request.

~~G.~~ I. If an ambulance service with an established general public rate applies for a contract rate or range of rates that is up to thirty percent less than its established rate, the director shall grant the rate without a public hearing or waiver, and without any right of intervention, unless within ninety days ~~of~~ AFTER the filing of a completed application the director determines that the contract rate or range of rates applied for does not accurately reflect the cost and economics of providing the contract services, would adversely affect the service available to the general public in the area of service as designated by its certificate of necessity or would cause any fixed rate, fare or charge to the general public to be adversely affected.

~~H.~~ J. If the department disallows a proposed contract rate pursuant to subsection ~~G~~ I of this section, the ambulance service has a right to a hearing for review of the proposed contract rate or range of rates.

~~I.~~ K. The director may adopt rules for the establishment of a contract rate or range of rates that may be implemented and that exceeds the thirty percent rate variance identified pursuant to subsection ~~G~~ I of this section.

~~J.~~ L. Subsections ~~G, H and~~ I, J AND K of this section are limited to contract rates or a range of rates applied for prescheduled, interfacility or convalescent transports.

~~K.~~ M. A service contract between an ambulance service and a political subdivision of this state, including local fire districts, shall be filed with and approved by the department in accordance with the following requirements:

1. On receipt of the proposed contract, the department has fifteen days to review the contract and notify the ambulance service of any additional information the department requires, recommended corrections or any provision that does or may violate this article.

2. The ambulance service has fifteen days to provide the department with the information requested or to submit a revised or amended contract if required under paragraph 1 of this subsection.

3. The contract becomes effective fifteen days after the ambulance service complies with the department's request unless the department determines that any rate or charge or other provisions specified in the contract will cause any fixed rate or charge to the general public rate to be adversely affected or the contract would be in violation of the ambulance service's certificate of necessity.

4. If the department disallows a proposed contract pursuant to this subsection, the ambulance service has a right to a hearing for review of the proposed contract.

5. The rates and charges contained in the contract are the rates and charges fixed by the director in a decision or order for the ambulance service and conform to the ambulance service's current or subsequent general public rates and charges.

6. The area of response is within the ambulance service's certificated area.

~~L.~~ N. In case of emergency, the director may take action providing for immediate suspension of a certificate of registration or a certificate of necessity, or both, under this section without notice or a hearing if the director determines that a potential threat to the public health and safety exists. If such an action is taken by the director, the director shall conduct a hearing within ten days after the date of the director's action unless the person against whom the action is directed waives the right to have a hearing held within ten days. If the ten-day hearing requirement is waived, the director shall set a date mutually agreeable to the interested parties. The purpose of the hearing is to review the decision of the director to take such an action. The director shall make

findings of fact and may continue, suspend or modify the director's action.

~~M.~~ O. The director shall waive the hearing required under subsection A of this section if ~~geographical~~ GEOGRAPHIC changes in suboperation stations do not alter the service area or adversely affect approved response times.

~~N.~~ P. Except as provided in section 41-1092.08, subsection H, a final decision of the director is subject to judicial review pursuant to title 12, chapter 7, article 6.

~~O.~~ Q. For the purposes of this section, "hearing day":

1. Means any portion of a business day that is used for any hearing-related activity, including testimony, argument or presentation of evidence.

2. Does not include prehearing conferences or other administrative matters that occur before the start of the hearing.

Sec. 4. Section 36-2236, Arizona Revised Statutes, is amended to read:

36-2236. Nature of certificates of necessity; transfer; suspension; service area

A. A certificate of necessity issued pursuant to this article is not a franchise, may be revoked by the director and does not confer a property right on its holder.

B. A certificate of necessity shall not be assigned or otherwise transferred without the written approval of the director. When any certificate is assigned or transferred, the director shall issue to the assignee or transferee a new certificate THAT IS valid only for the unexpired term of the transferred or assigned certificate.

C. In case of emergency, the director may suspend a certificate of necessity as provided in section 36-2234.

D. If a certificate of necessity issued pursuant to this article ~~includes any~~ IS ISSUED TO A city, town, FIRE DISTRICT, FIRE AUTHORITY or other political subdivision of this state, the service area shall be all the ~~geographical~~ GEOGRAPHIC area lying within THE JURISDICTIONAL BOUNDARIES OF the city, town, FIRE DISTRICT, FIRE AUTHORITY or political subdivision, unless the certificate issued by the director specifically ~~excludes a portion of the city, town or political subdivision~~ INCLUDES AN ADDITIONAL SERVICE AREA OUTSIDE THE JURISDICTIONAL BOUNDARIES OF THE CITY, TOWN, FIRE DISTRICT, FIRE AUTHORITY OR OTHER POLITICAL SUBDIVISION. IF THE JURISDICTIONAL BOUNDARIES OF A CITY, TOWN, FIRE DISTRICT, FIRE AUTHORITY OR OTHER POLITICAL SUBDIVISION EXPAND, THE SERVICE AREA IN THE CERTIFICATE OF NECESSITY EXPANDS TO REFLECT THOSE JURISDICTIONAL BOUNDARIES. This subsection does not affect the validity of any previously granted certificate for an unincorporated area lying within the boundaries of a city.

Sec. 5. Section 36-2239, Arizona Revised Statutes, is amended to read:

36-2239. Ambulance services; rates; charges; adjustment; civil penalty

A. An ambulance service that applies ~~for an adjustment in~~ TO ADJUST its rates or charges shall automatically be granted a rate increase equal to the amount determined under section 36-2234, subsection ~~E~~ G, if the ambulance service is so entitled. An automatic rate adjustment that is granted pursuant to this subsection and that is filed on or before April 1 is effective June 1 of that year. The department shall notify the applicant and each health care services organization as defined in section 20-1051 of the rate adjustment on or before May 1 of that year.

B. Notwithstanding subsection E of this section, if the department does not hold a hearing within ninety days after an ambulance service ~~submits an application~~ APPLIES to the department ~~for an adjustment of~~ TO ADJUST its rates or charges, the ambulance service may adjust its rates or charges to an amount not to exceed the amount sought by the ambulance service in its application to the department. An ambulance service shall not apply ~~for an adjustment of~~ TO ADJUST its rates or charges more than once every six months.

C. At the time ~~it~~ THE DEPARTMENT holds a hearing on the rates or charges of an ambulance service pursuant to section 36-2234, the department may adjust the rates or charges adjusted by the ambulance service pursuant to subsection B of this section, but the adjustment shall not be retroactive.

D. Except as provided in subsection H of this section, an ambulance service shall not charge, demand or collect any remuneration for any service greater or less than or different from the rate or charge determined and fixed by the department as the rate or charge for that service. An ambulance service may charge for disposable supplies, medical supplies and medication and oxygen related costs if the charges do not exceed the manufacturer's suggested retail price, are uniform throughout the ambulance service's certificated area and are filed with the director. An ambulance service shall not refund or limit in any manner or by any device any portion of the rates or charges for a service that the department has determined and fixed or ordered as the rate or charge for that service.

E. The department shall determine and render its decision regarding all rates or charges within ninety days after commencement of the applicant's hearing ~~for an adjustment of~~ TO ADJUST rates or charges. If the department does not render its decision as required by this subsection, the ambulance service may adjust its rates and charges to an amount that does not exceed the amounts sought by the ambulance service in its application to the department. If the department renders a decision to adjust the rates or charges to an amount less than that requested in

the application and the ambulance service has ~~made an adjustment to~~ ADJUSTED its rates and charges ~~that is~~ higher than the adjustment approved by the department, within thirty days after the department's decision the ambulance service shall refund to the appropriate ratepayer the difference between the ambulance service's adjusted rates and charges and the rates and charges ordered by the department. The ambulance service shall provide evidence to the department that the refund has been made. If the ambulance service fails to comply with this subsection, the director may impose a civil penalty subject to the ~~limitations~~ LIMITS provided in section 36-2245.

F. An ambulance service shall charge the advanced life support base rate as prescribed by the director under any of the following circumstances:

1. A person requests an ambulance by dialing telephone number 911, or a similarly designated telephone number for emergency calls, and ~~the ambulance service meets~~ ALL OF the following APPLY:

(a) The ambulance is staffed with at least one ambulance attendant.

(b) The ambulance is equipped with all required advanced life support medical equipment and supplies for the advanced life support attendants in the ambulance.

(c) The patient receives advanced life support services or is transported by the advanced life support unit.

2. Advanced life support is requested by a medical authority or by the patient.

3. The ambulance attendants administer one or more specialized treatment activities or procedures as prescribed by the department by rule.

G. An ambulance service shall charge the basic life support base rate as prescribed by the director under any of the following circumstances:

1. A person requests an ambulance by dialing telephone number 911, or a similarly designated telephone number for emergency calls, and ~~the ambulance service meets~~ ALL OF the following APPLY:

(a) The ambulance is staffed with two ambulance attendants certified by this state.

(b) The ambulance is equipped with all required basic life support medical equipment and supplies for the basic life support medical attendants in the ambulance.

(c) The patient receives basic life support services or is transported by the basic life support unit.

2. Basic life support transportation or service is requested by a medical authority or by the patient, unless any provision of subsection F of this section applies, in which case the advanced life support rate ~~shall apply~~ APPLIES.

H. For each contract year, the Arizona health care cost containment system administration and its contractors and subcontractors shall provide remuneration for ambulance services for persons who are enrolled in or covered by the Arizona health care cost containment system in an amount equal to 68.59 percent of the amounts as prescribed by the department as of July 1 of each year for services specified in subsections F and G of this section and 68.59 percent of the mileage charges as determined by the department as of July 1 of each year pursuant to section 36-2232. The Arizona health care cost containment system administration shall ~~make annual adjustments to~~ ANNUALLY ADJUST the Arizona health care cost containment system fee schedule according to the department's approved ambulance service rate in effect as of July 1 of each year. The rate adjustments made pursuant to this subsection are effective beginning October 1 of each year.

I. In establishing rates and charges, the director shall consider the following factors:

1. The transportation needs assessment of the medical response system in a political subdivision.

2. The medical care consumer price index of the United States department of labor, bureau of labor statistics.

3. Whether a review is made by a local emergency medical services coordinating system in regions where that system is designated as to the appropriateness of the proposed service level.

4. The rate of return on gross revenue.

5. Response times pursuant to section 36-2232, subsection A, ~~paragraph 2~~ PARAGRAPHS 3 AND 4.

J. Notwithstanding section 36-2234, an ambulance service may charge an amount for medical assessment, equipment or treatment that exceeds the requirements of section 36-2205 if requested or required by a medical provider or patient.

K. Notwithstanding subsections D, F and G of this section, an ambulance service may provide gratuitous services if an ambulance is dispatched and the patient subsequently declines to be treated or transported.

Sec. 6. Section 36-2242, Arizona Revised Statutes, is amended to read:

36-2242. Temporary authority to operate in urgent circumstances; application; application to provide permanent service

A. If the director determines that there is an immediate and urgent need for service to one or more points or within an area lacking adequate ambulance service, the director may, at ~~his~~ THE DIRECTOR'S discretion and without a hearing or other proceeding, grant an ambulance service, FIRE DEPARTMENT, FIRE DISTRICT OR FIRE AUTHORITY temporary authority to provide the needed service. The temporary authority is valid for the period

specified by the director, not to exceed ninety days, and may ~~not be renewed~~ BE EXTENDED FOR AN ADDITIONAL PERIOD OF TIME AS DETERMINED BY THE DIRECTOR.

B. An applicant for temporary authority pursuant to this section shall submit to the director a verified written statement setting forth the circumstances of the immediate and urgent need for service. The director shall prescribe a temporary schedule of rates and charges ~~which shall~~ THAT DO not exceed rates and charges established by the director for similar services.

C. The department may make an independent investigation to determine whether there is an immediate and urgent need for the authority requested.

D. During the period of temporary authority, a person granted temporary authority shall file an application for a certificate of necessity to conduct the service if ~~he~~ THE PERSON intends to continue the service after the temporary authority expires. A grant of temporary authority pursuant to this section does not create a presumption that permanent authority for the service should be granted.

Sec. 7. Section 36-2246, Arizona Revised Statutes, is amended to read:

36-2246. Fire districts; rural ambulance services; request for information; format

A. The department shall implement a format to govern its requests for information from each fire district that holds a certificate of necessity to operate an ambulance service under this chapter that substantially conforms to the annual report prescribed by section 48-251.

B. The department's request for financial information from each fire district that holds a certificate of necessity to operate an ambulance service under this chapter shall substantially conform to the accounting method prescribed by section 48-251.

C. The department's request for information from each rural ambulance service that holds a certificate of necessity under this chapter shall include the minimum information the department requires under section 36-2232, subsection A, paragraphs ~~5 and 6~~ 7 AND 8.

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Dave Christian, Finance Manager

DATE: January 18, 2022

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE GOLDER RANCH FIRE DISTRICT RECONCILIATION AND MONTHLY FINANCIAL REPORT

ITEM #: 8E

REQUIRED ACTION:	☐ Discussion Only	☒ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☒ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☐ Legal Review

BACKGROUND

Presented are the monthly financial reports and cash reconciliation.

RECOMMENDED MOTION

Motion to approve and accept the Golder Ranch Fire District reconciliation and monthly financial report as presented.

Golder Ranch Fire District
Summary Budget Comparison - SUMMARY BUDGET TO ACTUAL **BOARD PACKET**
From 12/1/2021 Through 12/31/2021

Account Code	Account Title	Current Period Budget	Current Period Actual	YTD Budget	YTD Actual
5000	Labor/Benefits/Employee Development	3,389,580.34	3,252,437.69	15,794,652.93	15,076,082.87
6000	Supplies/Consumables	118,940.86	46,725.24	681,145.16	471,904.27
6500	Vehicle / Equipment Expense	71,764.67	48,701.17	430,588.02	342,088.29
6750	Utilities / Communications	28,358.81	29,089.28	214,182.94	208,214.50
7000	Professional Services	111,922.17	68,266.22	664,363.02	437,796.82
7500	Dues/Subscriptions/Maint. Fees	46,898.59	33,283.48	198,391.54	198,993.81
7750	Insurance	29,898.00	33,853.00	110,694.00	115,893.37
8000	Repairs / Maintenance	73,310.32	22,304.00	312,933.92	193,359.33
9000	Debt Service	1,460.46	1,397.04	73,762.76	71,965.74
9500	Capital Outlay	804,499.58	83,908.24	3,226,997.48	775,403.70
9900	Interest Expense	0.00	0.00	21,780.00	20,693.74
Report Difference		(4,676,633.80)	(3,619,965.36)	(21,729,491.77)	(17,912,396.44)

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Maggie Hernandez, Board Services Specialist

DATE: January 18, 2022

SUBJECT: FUTURE AGENDA ITEMS

ITEM #: 9

REQUIRED ACTION:	☒ Discussion Only	☐ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☐ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☐ Legal Review

BACKGROUND

This agenda item allows an individual Governing Board Member to recommend item(s) to go on future agendas.

Pursuant to A.R.S. §38-431.2(H), the Board will not discuss the items(s) at this time because it would be a violation of the Open Meeting Laws and no voting action will be taken on the recommended item.

RECOMMENDED MOTION

No motion is necessary for this agenda item.

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: January 18, 2022

SUBJECT: Call to the Public

ITEM #: 10

REQUIRED ACTION:	☒ Discussion Only	☐ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☐ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☐ Legal Review

BACKGROUND

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

RECOMMENDED MOTION

No motion is necessary for this agenda item.