

Tubac Fire District
Contract for Fire Protection and Emergency Medical Services

This Contract for Fire Protection and Emergency Medical Services (“Agreement”) is made between the Tubac Fire District (“TFD”), a political subdivision of the State of Arizona, and _____ (“Applicant”). The property covered by this Agreement (“Property”) is:

Street Address or Location: **[Insert]**
Mailing Address: **[Insert]**
Contact Phone Number: **[Insert]**
Santa Cruz County Assessor’s Parcel Number: **[Insert]**

This Agreement will go into effect (“Effective Date”) after it has been signed by both TFD and Applicant, and Applicant has paid the fees due upon signing.

IT IS THEREFORE MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

1. Purpose. The Property is located outside the boundaries of TFD. Under A.R.S. § 48-814, if TFD provides emergency fire services or emergency medical services outside of TFD’s boundaries upon request, TFD may obtain reimbursement from the person who receives the services, or on whose behalf the services are provided. The purpose of this Agreement is to arrange in advance for TFD to provide those services if needed, and to establish the compensation to TFD for those services.

2. Statutory Authority. TFD has the authority to enter into this Agreement under A.R.S. § 48-805(B)(16)(c). By entering into this Agreement, Applicant certifies that:

- Applicant owns the Property.
- The Property is not located in a county island.
- At least one of the following applies:
 - The existing fire service provider where the individual's property is located has issued a notice to the individual that the provider plans to discontinue service.
 - Fire service is not available to the individual's property.
 - Fire service is offered pursuant to a contract or subscription and the individual has not obtained service for a period of 24 months before the date of the contract with the district.

3. Duration and Renewal. The initial term of this Agreement shall be from the Effective Date until the next June 30 (“Initial Term”). This Agreement will then automatically renew for one-year terms, which shall run from July 1 to June 30 of the following year (“Renewal Term”). This Agreement will automatically renew until it is terminated by either party. Termination requires at least 45 days’ prior notice, except for termination pursuant to Section 15 below, or for default not cured within 10 days of notice.

4. Services Included. The services included in this Agreement (“Services”) are calls for the following services that are provided on the Property:

- Fire protection
- Emergency medical services, and
- Public assistance (e.g., reptile removal)

5. Services Not Included. This Agreement does not include:

- Ambulance transportation. Any ambulance transport by TFD will be billed according to the rates and charges approved by the Arizona Department of Health Services.
- Construction plan review, construction permits, or operational permits. Those services are available from TFD for the fees set out in TFD’s fee schedule.
- Any services not specifically identified as included in the Services Included section above.

6. People Who May Receive Services. This Agreement covers Services provided to, or for the benefit of:

- Individuals who reside at the Property (“Residents”), regardless whether they own or lease the Property; and
- Invitees of Residents (“Invitees”).

If TFD provides Services to, or for the benefit of, anyone other than a Resident or Invitee, TFD reserves the right to bill for those Services in accordance with A.R.S. § 48-814 and TFD’s fee schedule.

7. Involvement of Third Parties in Providing Services

In providing Services under this Agreement, TFD reserves the right to involve such other jurisdictions, agencies, and providers of fire protection or emergency medical services (“Third Parties”) as it deems necessary. TFD has no obligation to request the involvement of a Third party for any response, and cannot guarantee that a Third Party will be available to assist with any response.

This Agreement, and the fees paid under it, do not cover Services provided by any Third Party. Any Third Party that is involved in providing Services may bill for those services under A.R.S. § 48-814, or any other applicable law or contract.

By signing this Agreement, Applicant agrees that TFD is not responsible or legally liable for the acts or omissions of, or any harm caused by, a Third Party.

8. Response Times

TFD shall make reasonable efforts to respond to Applicant’s **emergency** calls for Services in a manner consistent with then-current TFD protocol.

TFD makes no assurances or guarantees about its response times for any call for Services, or the level of service TFD will have the capacity to provide in response to any particular call.

Applicant acknowledges that there are many different factors that can increase response times. Those factors include, but are not limited to:

- The fact that the Property is located outside of the geographic boundaries of TFD;
- Other emergency or non-emergency calls for services;
- The availability of personnel, vehicles, and other equipment, of both TFD and any Third Party that assists with a response;
- Environmental factors such as weather, road conditions, and traffic conditions;
- Difficulty in locating and identifying the Property; and
- The accuracy and completeness of information provided to the dispatch center.

Applicant further acknowledges that:

- TFD and its mutual-aid partners allocate their resources in response to each call received in turn.
- TFD may, in its sole discretion, give priority to other emergency or non-emergency calls either within or outside TFD boundaries, which might cause a delay in response time or lead to TFD responding with insufficient equipment or personnel.
- TFD may, in conjunction with any call to the Property, respond with insufficient equipment or personnel for other reasons as well, which include but are not limited to: personnel availability, equipment availability, resource allocation, or inaccurate or incomplete information being provided to the dispatch center.

9. Waiver of Liability and Right to Sue; Indemnification

In exchange for TFD's agreement to provide Services in accordance with this Agreement, Applicant waives, releases, and gives up any right to bring a claim, demand, cause of action, lawsuit, or any other kind of request for compensation (collectively, "Claims") against TFD, or against any of TFD's employees, officers, directors, or agents, that arises from or relates to any Services provided under this Agreement. This waiver includes, but is not limited to, Claims for property damage or personal injury. This waiver of liability does not, however, extend to any acts of gross negligence, recklessness, or intentional misconduct by TFD or any of its personnel.

For example purposes only, by entering into this Agreement, Applicant agrees to waive any Claim based on:

- The response time of TFD;
- The level of personnel or equipment provided by TFD in a response;
- TFD's decision to request assistance from a Third Party for a response;
- The failure of TFD to request assistance from a Third Party;
- The level of priority that TFD assigns to a response;

- TFD's allocation of personnel or equipment, both inside and outside the geographical boundaries of TFD;
- Any other operational decision by TFD that might result in a delayed response, or additional personal injury or property damage;
- Inadequate or poorly maintained access to the Property;
- Inadequate or poorly maintained signage or other identifiers of the Property's address;
- Failure of Applicant or the Property to comply with applicable fire, building, or zoning laws or requirements.

The provisions of this section shall survive the expiration or termination of this Agreement.

10. No Assurance Regarding ISO Rating or Insurance Rates

Applicant acknowledges that TFD has not, and cannot, provide any assurances as to what Insurance Service Office (ISO) rating might apply to the Property, to the effect of this Agreement on the ISO rating, or to the effect of this Agreement on the insurance rates for the Property.

11. Equipment and Personnel

This Agreement does not impose on TFD any obligations relating to equipment, vehicles, or staffing. TFD has sole and complete discretion on those matters.

12. Support for Annexation

The Applicant acknowledges that TFD may wish to annex the unincorporated county area in which the Property is located. Applicant agrees to support any TFD annexation of the area including the Property. Concurrently with executing this Agreement, Applicant shall execute the Request to Annex Form, attached as Exhibit 1. Applicant agrees and acknowledges that the TFD will retain the Form, and may use it for any legally permissible purpose that relates to its annexation efforts. Applicant may not revoke the Request to Annex while this Agreement remains in effect, and any revocation not authorized in advance by the District is a default allowing immediate termination of this Agreement by TFD.

13. Routing Information. If requested, the Applicant shall provide TFD with current routing information to Applicant's Property in a form acceptable to TFD Fire Chief.

14. Access. Applicant hereby specifically acknowledges that standard access roads sufficient to allow access by TFD fire and emergency equipment are a significant factor in TFD's ability to respond to calls in a timely manner. It is Applicant's responsibility to ensure adequate access to the Property.

Applicant hereby grants to TFD the right of ingress and egress and to enter upon Applicant's Property for purposes of conducting inspections to determine accessibility, and to observe any other matters which might affect TFD's ability to provide services under this Agreement. This Agreement does not, however, require TFD to make any such inspection, or require that TFD make any report or recommendations to Applicant.

15. Compensation; Calculation; Payment.

As consideration for TFD's agreement to provide Services under this Agreement, Applicant shall pay to TFD a sum equal to the amount which would be paid if the Property were located in and taxable by the Tubac Fire District (the "Service Fee"), plus an administrative fee ("Administrative Fee").

The rate to be used in calculating the Service Fee will be equivalent to the Tubac Fire District's current tax rate, plus any applicable bond debt servicing rates.

The current Administrative Fee is \$50 per year. TFD has complete discretion to increase the Administrative Fee for any Renewal Term.

For the Initial Term, the fees will be: (1) the annual Service Fee, prorated based on the number of days in the Initial Term, plus (2) the full Administrative Fee. Applicant shall pay half of the total fees due for the Initial Term on the Effective Date, and half on the next January 1. However, if the Effective Date is after December 31 but before June 30, Applicant shall pay all of the fees due for the Initial Term on the Effective Date.

For each Renewal Term, the fees will be (1) the annual Service Fee, plus (2) the Administrative Fee. Applicant shall pay half the total fees due for each Renewal Term by July 1 (the first day of the Renewal Term), and half by the next January 1.

For each Renewal Term, TFD shall make reasonable efforts to notify Applicant of the Service Fee for the upcoming Renewal Term by April 30, or as soon as valuation information regarding the Property is available from the county assessor. If Applicant disagrees with the calculation of the Service Fee, Applicant shall notify TFD immediately of the basis for the disagreement, and the amount the Applicant believes is the correct Service Fee. If the parties are unable to reach an agreement regarding the Service Fee, this Agreement shall terminate on the last day of the current term (June 30).

For residential and commercial property which are in the process of being developed, the Service Fee shall be based on the expected value post construction completion and paid each year until the project is complete and a certificate of occupancy has been issued.

The Service Fee shall be owed to TFD by Applicant even if there is no current county tax assessed on the Property; by reason of the fact that the property is considered to be non-taxable or exempt from tax; because no net assessed value has been established; or for any other reason. In that event, for the purpose of calculating the Service Fee to be paid by the Applicant, the appropriate assessment ratio according to the property classification of the limited property value (LPV) as indicated by the county assessor's office may be used as the net assessed value, or if the LPV is not available, the value of the property shall be established by way of appraisal conducted by a duly-licensed real estate appraiser provided by and solely at the cost of Applicant. If the property is appraised, the net assessed value will be based on the appropriate assessment ratio according to the property classification of the appraisal.

If the current assessed value information for the Property is unavailable, then the Service Fee will be equal to the Service Fee charged for the immediately preceding term, plus 10%, until such

time as the current property value information becomes available, at which time the fee for the current Renewal Term shall be recalculated and an adjustment to the Service Fee made.

If a payment is not received by the due date, a 10% delinquent penalty will be added to the amount due. Any payment not received within 30 days of the due date will be considered in default, and will allow TFD to terminate this Agreement immediately.

The Service Fee and Administrative Fee shall be considered earned by TFD when billed. Applicant shall not be entitled to any refund based on the number of calls to or responses by TFD.

16. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties, and shall not be construed as having been entered into for the benefit of any third party, lienholder, Resident (other than the property owner who is a party to this Agreement), or Invitee.

17. Termination. Either party may terminate this Agreement by written notice of termination delivered to the other party at these addresses:

For TFD:

Tubac Fire District
Attention: Fire Chief
PO Box 2881
Tubac, AZ 85646

For Applicant:

In the event of termination of this Agreement for any reason, Applicant shall not be entitled to a refund of any amount of the Service Fee or Administrative Fee paid for that term.

18. Sale or Transfer or Property

In the event Applicant sells, transfers, or otherwise disposes of the Property to a third party, this Agreement will terminate automatically and immediately. Transfers to a trust for the Applicant's benefit, or in connection with standard mortgage financing, will not trigger this termination. Applicant is responsible for notifying TFD of any sale, transfer, or disposal of the Property by the Applicant. Applicant is also responsible for notifying any subsequent owner that, in order to obtain any services from TFD, the subsequent owner must enter into a new Agreement with TFD.

19. Transfer or Assignment of Agreement. Applicant may not assign or transfer this Agreement without the prior written consent of TFD, which TFD may grant or withhold in its sole discretion.

20. TFD's Right to Cancel Due to Conflict of Interest. TFD may cancel this Agreement for a conflict of interest as allowed under A.R.S. § 38-511.

21. Severability. If any provision of this Agreement shall be held to be unconstitutional, invalid, or unenforceable, it shall be deemed severable; however, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

22. Compliance with Legal Requirements. Applicant will ensure that the Property and all activities on it comply with all applicable laws, including fire and building codes.

APPLICANT

TUBAC FIRE DISTRICT

By _____
Applicant (Signature) Date

Fire Chief (Signature) Date

By _____
Applicant (Printed Name)

Fire Chief (Printed Name)

ATTEST:

Board Clerk (Signature) Date

Board Clerk (Printed Name)

Exhibit 1 – Request to Annex

Date: _____

Tubac Fire District
PO Box 2881
Tubac, AZ 85646

Re: Request for Inclusion of Real Property into Tubac Fire District

Dear Tubac Fire District Governing Board:

Please consider this letter my official request for the inclusion of real property into the Tubac Fire District (TFD) in Tubac, Arizona. The property is not located in any incorporated city or town.

This consent has been granted in connection with an agreement for TFD to provide fire protection and emergency medical services to this property, and while the agreement remains in effect, may not be revoked by me without TFD's consent.

Parcel #: **[Insert]**

Property Address or Location: **[Insert]**

We thank you for your support.

Sincerely,

Signature

Printed Name

Date Signed