

Blue Ridge Fire District

Fire Suppression Agreement

This Fire Suppression Agreement (the “Agreement”) is entered on this 1st day of July 2023 by and between the Blue Ridge Fire District, 5023 Enchanted Lane, Happy Jack, AZ 86024 (the “District”) its successors and assigns, AND

(owner) None

(owner listed above hereinafter referred to as the “Subscriber”) his/her/their/its successors and assigns:

WHEREAS:

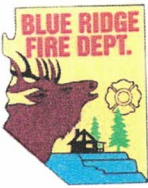
- A. The Subscriber owns real estate in Coconino County, being Coconino County Assessor Parcel Number XXX-XX-XXX-X (hereinafter referred to as the “Property”), which is outside the District and which does not have fire suppression services available to it; and
- B. The Subscriber is willing to perform the terms of this Agreement as set forth herein, including, without limitation, payment for the fire suppression services to be provided by the District; and
- C. The District is authorized to enter into this Agreement to provide fire suppression by A.R.S. § 48-805(B)(17), and is willing to provide such services to Subscriber at the Property in accordance with the terms of this Agreement; and
- D. This Agreement is purely for purposes of procurement by Subscriber, and provision by the District, of fire suppression, does not involve a joint exercise of power or cooperation by “public entities” as defined by A.R.S. § 11-951, and this Agreement does not constitute an “intergovernmental agreement” entered into pursuant to A.R.S. § 11-952.

NOW THEREFORE, pursuant to A.R.S § 48-805(B)(17), in consideration of the mutual covenants, conditions, limitations, and benefits contained in this agreement the parties agree as follows:

- 1. The District shall provide fire suppression to the Property and to the occupants of the Property.
- 2. The Subscriber and the District acknowledge that delayed responses to fire emergencies will result from time and distance outside of the District’s boundaries and may also result from notification delays, traffic,

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adverse weather and/or road conditions, difficult property access or necessary apparatus and/or equipment having been already committed to another emergency when called to respond to the Subscriber's request.

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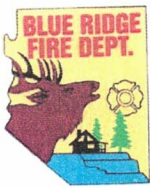
3. The District shall make all reasonable efforts to respond to requests for fire suppression by the Subscriber and, in consideration therefore, the Subscriber expressly waives and the District disclaims any and all liability of the District for any claims by the Subscriber arising out of a fire and the District's response thereto, in general, and in particular any claim against the District based upon a delayed response which results from time, distance, adverse weather, road conditions, improper or incomplete routing information to, marking of, or inadequate access to the Property.

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4. The Subscriber and the District agree that the number and type of apparatus and/or equipment dispatched to any request by the Subscriber for fire suppression shall be at the sole discretion of the District based upon information provided by the reporting party and recognized standards of good practice for firefighting tactics and procedures.
5. The Subscriber and the District agree that all District personnel and equipment responding to and/or operating at emergency scenes shall be under the supervision and control of the District.
6. The Subscriber shall provide the District with current routing information and plot map for the Property and shall establish and maintain an access road with a twenty (20) foot wide graded surface and thirteen (13) feet of vertical clearance which provides access to within 150 feet of any residence or structure on the Property.
7. The term of this Agreement shall be from July 1, 2023 and running until June 30, 2024.
8. The Subscriber shall pay a fee of \$_____ to the Blue Ridge Fire District for the term set forth under this Agreement. If this fee is not paid in full

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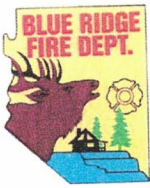
by the first day of the term set forth, the Agreement shall terminate. New subscriptions starting mid-year have a prorated fee.

9. This Agreement may be immediately terminated pursuant to, and as may be permitted by, the provisions of A.R.S. § 38-511.
10. The Parties shall comply with the provision of Arizona Executive Order No. 2009-09 and all other applicable Federal and State laws, rules, and regulations prohibiting discrimination.
11. Pursuant to, and in compliance with, the provisions of A.R.S. § 41-4401, each Party warrants to the other Party that the warranting Party and its subcontractors, if any, are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A).
 - A. The Parties acknowledge that a breach of this subsection of the Agreement shall be deemed a material breach of the Agreement and is subject to consequences up to and including termination of the Agreement.
 - B. Each Party retains the legal right to inspect the identification and/or other work-authorization documents/records of any employee of the other Party or any subcontractor who works on this Agreement, to ensure compliance with this warranty.
 - C. False certifications may result in the termination of this Agreement.

12. Limitation of Liability: In the event that the District, its agents, officers, employees, staff and/or instructors are found to be liable to any extent, or for any reason, Subscriber expressly agrees that the liability of the District, its agents, officers, employees, staff and/or instructors in connection with services provided to the Subscriber, resulting from any negligent acts, errors and/or omissions of the District, its agents, officers, employees, staff and/or instructors, is LIMITED TO THE TOTAL FEES ACTUALLY PAID BY ME TO THE DISTRICT for services rendered by the District under this Agreement or otherwise. Subscriber hereby expressly limits any and all possible recovery of damages, or any other relief (including injunctive relief) that Subscriber could otherwise recover under any claim, to this amount.

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IN WITNESS WHEREOF the parties hereto have executed this fire suppression agreement on the above listed date.

SUBSCRIBER(S) _____ DATE _____

_____ DATE _____

BLUE RIDGE FIRE DISTRICT
REPRESENTATIVE(S) _____ DATE _____

_____ DATE _____

FEE FORMULA:

SECONDARY ASSESSED PROPERTY VALUATION DIVIDED BY 100
MULTIPLIED BY 1.5 TIMES THE CURRENT TAX LEVY RATE