

RESOLUTION NO. R2021-24

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE
TOWN OF CAVE CREEK, ARIZONA, AUTHORIZING THE
EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT WITH THE DAISY MOUNTAIN FIRE
DISTRICT FOR FIRE PROTECTION AND EMERGENCY
SERVICES.**

BE IT RESOLVED, BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF
CAVE CREEK:

WHEREAS, the Town of Cave Creek does not currently provide municipal fire and emergency medical services and recognizes that the creation of independent municipal emergency services is cost prohibitive; and

WHEREAS, the Daisy Mountain Fire District has agreed to assist the Town of Cave Creek with providing emergency fire and medical services; and

WHEREAS, the Parties desire to provide its citizens fire protection and emergency medical services in an efficient and cost effective manner; and

WHEREAS, State Law and A.R.S. §11-952 authorizes the Daisy Mountain Fire District and the Town of Cave Creek to enter into intergovernmental agreements to carry out municipal services; and

WHEREAS, it is the intent of the Parties to be part of, and continue to assist in the Regional Metropolitan Phoenix Fire Service Automatic Aid (Automatic Aid System) as dispatched and operated by the Phoenix Regional Dispatch System; and,

WHEREAS, the Town and the Daisy Mountain Fire District have agreed to enter into an Intergovernmental Agreement for the Daisy Mountain Fire District to provide to the Town fire protection and emergency medical services.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CAVE CREEK THAT:

SECTION 1. The recitals above are incorporated as if fully set forth herein.

SECTION 2. Intergovernmental Agreement between Town of Cave Creek and the Daisy Mountain Fire District for Emergency Fire and Medical Services, and its exhibits are attached hereto as Exhibits A, B, C, D, E, F, G, H and I is approved.

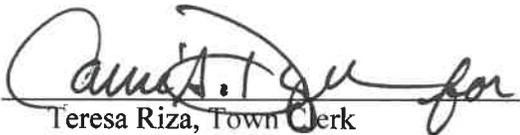
SECTION 3. The Mayor is authorized and hereby instructed to execute the Intergovernmental Agreement between the Daisy Mountain Fire District and the Town of Cave Creek for Emergency Fire and Medical Services and its exhibits are, and the Town Clerk is authorized and directed to attest to the same.

SECTION 4. The Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Cave Creek, Arizona this 6th day of December, 2021.


Ernie Bunch, Mayor

ATTEST:


Teresa Riza, Town Clerk

APPROVED AS TO FORM


William J. Sims, Town Attorney

EXHIBIT "A"

**INTERGOVERNMENTAL AGREEMENT WITH THE DAISY MOUNTAIN
FIRE DISTRICT FOR FIRE PROTECTION AND EMERGENCY
MEDICAL SERVICES**

**AGREEMENT
BETWEEN THE DAISY MOUNTAIN FIRE DISTRICT
AND
THE TOWN OF CAVE CREEK
FOR EMERGENCY FIRE AND MEDICAL SERVICES**

This Intergovernmental Agreement (“Agreement”) is entered into this 6th day of December 2021, (“Effective Date”) by and between the Daisy Mountain Fire District (“the District”), a political subdivision of the State of Arizona and the Town of Cave Creek (“the Town”), a municipal corporation. Throughout this Agreement, the District and the Town individually may be referred to as “Party” and may be referred to collectively as “Parties” to this Agreement.

RECITALS

WHEREAS, the Mayor of the Town of Cave Creek, is authorized and empowered by provisions of the Town Code to execute contracts; and,

WHEREAS, the Parties are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952; and,

WHEREAS, the District has agreed to assist the Town in providing fire and emergency medical services by entering into an Intergovernmental Agreement; and,

WHEREAS, it is the intent of the Parties to be part of, and continue to assist in the Regional Metropolitan Phoenix Fire Service Automatic Aid (Automatic Aid System) as dispatched and operated by the Phoenix Regional Dispatch System; and;

WHEREAS, the Parties desire to provide those services to the public in as efficient and cost effective a manner as possible.

WHEREAS, Resolution No. R2021-24 dated December 6, 2021 authorizes the Town to enter into an agreement with the District to provide fire and emergency services.

WHEREAS, on November 16, 2021 the Daisy Mountain Fire District Governing Board unanimously voted, approved and authorized the District to enter into an agreement with the Town to provide fire and emergency services.

AGREEMENT

NOW THEREFORE, in consideration of the recitals above which are incorporated herein and the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

ARTICLE I. PURPOSE

1. This Agreement is for the provision of fire and emergency medical services to the Town of Cave Creek.
2. The purpose of this Agreement is to define the rights, obligations, services, and support that will be provided by each Party.

ARTICLE II. STATEMENT OF SERVICES

1. Definitions:

- 1.1 "ADR" means the alternative dispute resolution process set forth on Exhibit H.
- 1.2 "Apparatus" means vehicles that are specialized for rescue, emergency medical and fire operations vehicles, including fire engines, tankers, ladder trucks and brush trucks.
- 1.3 "Automatic Aid" means the fire and medical response system, operated by the Phoenix Fire Regional Dispatch System and managed by the Central Arizona Life Safety Council (CALSC), covering the majority of Maricopa County, using satellite and computerized dispatching, and common communications and operating procedures, that provides seamless fire and emergency medical services crossing jurisdictional lines.
- 1.4 "Capital Assets" means assets with an initial, individual cost of more than \$5,000, and an estimated useful life in excess of one (1) year.
- 1.5 "Contract Administrator" for Cave Creek means the Town Manager or designee. "Contract Administrator" for the District means the Daisy Mountain Fire Chief or designee.
- 1.6 "Day" means calendar day, without regard to whether it is a Saturday, Sunday or holiday.
- 1.7 "Direct Expenses" means expenses that are specifically related to the provision of fire and emergency medical services in the Town.
- 1.8 "District Fire Station" means the improvements located on real property owned or leased by the District and not located in the Town and available to provide fire and

emergency medical services pursuant to this Agreement.

- 1.9 "Emergency" means an incident that threatens life, immediate safety and/or property.
- 1.10 "Equipment" means tools of the trade for rescue, emergency medical and fire operations.
- 1.11 "Fire Stations" mean collectively the Town Fire Station and the District Fire Station.
- 1.12 "Furnishings" means furniture, supplies and appliances necessary at the Fire Stations for the personnel that reside and operate there.
- 1.13 "Mutual Aid" means services by the District or the Town, which is rendered outside the Town, pursuant to a written agreement between the Town, the District and another governmental agency for emergency mutual aid, pursuant to A.R.S. Section 26-309 and provided pursuant to Section 3.4.1 of this Agreement.
- 1.14 "Notice" means a written or electronic memorandum delivered to the Daisy Mountain Fire District's Fire Chief or the Town of Cave Creek's Town Manager by the other Party pursuant to the terms of Article VII of this Agreement.
- 1.15 "Operating Expenses" are those direct expenses related to, and for the purpose of, providing fire and emergency services to the Town, which shall include all direct expenses that are not otherwise defined as Capital Expenses, including, but not limited to, the following: fire company personnel expenses, including salaries and benefits; maintenance of Fire Stations, as further defined in the Agreement; equipment repairs and replacement; materials and supplies; apparatus maintenance and repairs; communications services; fuel costs; and other direct costs that are necessary to the provision of fire and emergency services within the Town.

For fire and emergency medical services provided within the Town, the Town shall separately retain the responsibility and financial costs for traditional municipal and administrative fire prevention activities such as code adoption, building plans, site access, and system plan reviews, Certificate of Occupancy approvals, brush mitigation activities, and occupancy inspections. The Town will also separately retain and assume the financial costs associated with a Town Fire Services Administrator.

- 1.16 "District Service Area" means the boundaries of the the Town to include current and future Town boundaries and annexations and including expansion of the District's boundaries.
- 1.17 "County Islands" means those properties that are adjacent to the existing Town boundaries and are currently not subject to the Town's jurisdiction and

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otherwise defined in Exhibit F.

1.18 "Town Fire Station" means collectively improvements located on parcels of real property owned or leased by the Town within the jurisdiction of the Town and made available to the District to provide fire and emergency medical services pursuant to this Agreement. The initial and primary Town Fire Station will be located at 37402 North Cave Creek Road.

2. Responsibilities of the District:

21 **Management of Fire and Emergency Medical Services.** The District will be responsible for managing the day-to-day operations necessary for the provision of fire and emergency medical services to the Town comparable to similar services provided within the District, except as otherwise provided herein. The District shall provide fire investigations, including cause and origin determinations, except in the case of criminal investigations which will be referred to law enforcement authorities to conduct and follow-up on such fire investigations.

22 **Operational Guidelines and Procedures.** The District shall develop and maintain operational guidelines and procedures to assure fire and emergency medical services to the Town are comparable to similar service levels that the District provides within its jurisdictional boundaries, except as otherwise provided herein.

23 **Communications and Dispatch Services.** The District shall provide fire and emergency medical dispatch services through the Phoenix Fire Regional Dispatch System. The Town shall request the transfer of all fire and emergency medical service calls received at the MCSO-PSAP (Public Safety Answering Point) for the Town of Cave Creek to the Phoenix Fire Regional Dispatch System.

24 Staffing of Fire Stations

2.4.1 Minimum Staffing. The District shall provide the daily staffing at the Fire Stations.

2.4.1.1 The minimum staffing at any Fire Station shall consist of:

- One Fire Captain or qualified replacement.
- One Fire Engineer or qualified replacement.
- Two firefighters.
- At least two members of the daily staffing will be Certified Emergency Paramedics (EMT-P), with all remaining staff to be EMT-B's.

2.4.1.2 Wildland Urban Interface ("WUI") staffing at the Fire Stations will be provided annually during peak wildland fire conditions, starting

May 1st thru Labor Day (depending on local area threat conditions) from 0800 – 1600 hrs, 7 days a week. Staffing will consist of two fire engineers or qualified replacement.

2.4.1.3 Future staffing changes at the Fire Stations in excess of the requirements set forth on Exhibit “G” shall be mutually agreed to between the parties and.

25 Fire Station Housekeeping and Equipment Maintenance. The District shall provide routine housekeeping and maintenance of the Fire Stations as described below:

2.5.1 Cleaning and maintenance of the interior of the Fire Stations and providing any associated supplies.

2.5.2 Routine grounds maintenance such as mowing and trimming.

2.5.3 Maintenance of fire equipment and tools in the Fire Stations and on the grounds.

26 Apparatus Maintenance. The District shall perform maintenance and repair on the Apparatus and Equipment, as defined above, regardless of ownership located at each Fire Station. Allocation of costs and expenses are set forth in Exhibits “B” and “E” - Vehicle Maintenance and Equipment Replacement Schedule.

27 Reporting and Quarterly Review. For each Fire Station, each quarter, the District and the Town shall conduct a joint activity review under the direction of the District Fire Chief or designee, and the Town Manager or designee. The quarterly review shall include at a minimum a report of incident dispatches by call type and response time. Individual Fire Incident Reports will be made available to the Town upon request unless disclosure is prohibited due to confidentiality requirements.

3. Responsibilities of the Town:

3.1 The Fire Stations.

3.1.1 Town Fire Station. The parties have agreed upon the location and the design and construction of the Town Fire Station, and the Town shall be responsible for all Operating Expenses at the Town Fire Station.

3.1.2 District Fire Station. The parties have agreed upon the location of the District Fire Station. The Town will provide water service to the meter of the District Fire Station, and the District shall report to the Town monthly usage of Town's water. The Town hereby waives any connection or capacity fee in connection with the initiation of water service to the District Fire Station. Thereafter, the District shall pay the customary water usage fees on a monthly basis for metered water. The operational costs of the District Fire

Station shall be based upon the mutual agreement of the Town and the District. The cost sharing for the District Fire Station will be as set forth in the Exhibit "G" – Regional Plan for Expected Growth and Enhancements

3.1.3 Repairs. Except for repairs or damages to the Town Fire Station caused by the negligence or intentional misconduct of the District, including its officers, employees and agents; the Town shall be responsible for repairs and maintenance including building repair, roofing, air conditioning and heating, built-in appliances, electrical repair, paving, and providing plants for landscaping for the Town Fire Station. The District shall be responsible for maintenance at the Town Fire Station pursuant to Section 2.5 of this Agreement.

3.1.4 Upgrades. In the event that the District desires to upgrade a Town owned station, including landscaping, such upgrade shall be at the District's expense unless the Parties agree otherwise in writing. The District shall not make any structural changes to any Town Fire Station without the prior written approval of the Town. If either Party proposes to upgrade or remodel a Town Fire Station, the proposing Party shall notify the other Party. The Town may disapprove a District request to upgrade or remodel a Town Fire Station in the Town's sole discretion. A Town request to upgrade or remodel the Town Fire Station shall be subject to the approval of the District, which approval shall not be unreasonably withheld.

3.1.5 Possession, Access and Maintenance. At all times during the term of this Agreement, the District shall have possession of the Fire Stations, subject to the Town's reasonable right of entry to inspect, maintain or make alterations to the facilities, and for other purposes connected with the Town's interests. Such entry shall occur at reasonable times and notice except in the case of an emergency.

3.1.6 Damage. The District shall notify the Town's Manager or designee of any damage that occurs to the Town Fire Stations or their grounds within 24 hours after such damage.

32 Provision of Apparatus and Equipment. The Apparatus and Equipment required by this Agreement shall be replaced on the following schedule and terms.

3.2.1 Fire Apparatus and Equipment. The Town shall purchase the initial, appropriate Class "A" Fire Engine for use at the Town's Fire Station. The Parties shall comply with the specifications, features, timelines and costs associated with any new fire apparatus and equipment as set forth on Exhibits D and E. The Town shall purchase the initial, appropriate Class "Type 6" Brush Unit as soon as it is available.

3.2.2 Water Tender. The Town shall purchase the initial fire service Water

Tender during fiscal year 2023/2024. The schedule for this action will be determined based on the availability and need of additional units for the area and set forth on Exhibit E.

3.2.3 New Apparatus and Equipment purchases will be made according to District specifications. All Apparatus will be maintained as part of the District's regular fleet. District will provide substitute Apparatus to be used when any of the Apparatus at the Town Fire Station are out of service for maintenance or repair. The District will retain ownership of any Apparatus and Equipment it purchases under this Agreement, and the Town will retain ownership of any Apparatus and Equipment it purchases under this Agreement. If this Agreement is terminated, any Apparatus and Equipment purchased by the Town that are still in the fleet or owned by the Town will be returned to the Town at its request.

3.2.4 Replacement schedules. The replacement schedule for each type of Apparatus and fire Equipment is set forth in Exhibit "E" - Vehicle and Equipment Maintenance and Replacement Schedule. The schedules use the benchmarks of effective service life, safety, mileage, and serviceability status as primary evaluators.

3.3 Communications and Dispatch Services:

3.3.1 Dispatch. The Town shall pay the full annual cost of incident dispatch services for incidents that occur in the Town and are responded to from the Town Fire Station as well as the associated General Maintenance Fees, Network System Fees and the CAD System Fees. The Phoenix Fire Regional Dispatch System will be responsible for the actual operation and management of the Dispatch system. The parties agree that CAD charges will be updated annually. See example in Exhibit "C" – Dispatch Fees and Charges. The allocation of costs for incidents that are responded to from the District Fire Station shall be determined pursuant to Exhibit "C."

3.3.2 Equipment. The Town shall pay for the initial installation of the communication and dispatch equipment installed in the Town Fire Station and the fire Apparatus and Equipment assigned to the Town so that all such Equipment is installed prior to January 3, 2022. This includes station alerting equipment, mobile computer terminals, automatic vehicle location equipment, mobile and portable radios. The Town shall pay for any future replacement of such Equipment.

3.3.3 Infrastructure. The Town further understands that radio communications system infrastructure upgrades will occur over time. Each jurisdiction participating in the Regional Wireless Cooperative (RWC) incurs costs for these changes, calculated in a manner that reflects the demands on these systems generated by each participant. These upgrades are planned well in advance to allow the maximum

funding flexibility for system participants. The Town will share these costs allocable to the Town Fire Station according to their pro-rata share of the RWC.

34 Mutual Aid.

- 3.4.1** The parties agree that they are both part of the Arizona Mutual Aid Compact. Neither the Town nor the District may enter into any additional mutual aid agreements related to local fire and emergency medical services without the consent of the other party, which consent may not be unreasonably withheld; provided however the District may enter into mutual aid agreements west of 7th street in its sole discretion.
- 3.4.2** Fire and emergency medical services provided to property owners (collectively "Requesting Property Owners") in an area not served by the District or the Town may be provided pursuant to Exhibit "F." The parties shall allocate revenue derived from fire and emergency medical services provided by the District from the Town Fire Station to Requesting Property Owners pro rata based on which Fire Station has provided service. For example, and without limiting the generality of the preceding sentence, if an incident occurs and service is provided only from the Town Fire Station, the Town would retain all revenue. If an incident occurs and service is provided from both the Town Fire Station and the District Fire Station, revenue would be shared equally between the District and the Town. If a City of Phoenix Fire Station and both the Town Fire Station and the District Fire Station respond to an incident, the revenue derived from the incident would be allocated among the City of Phoenix, the District Fire Station and the Town Fire Station one-third/one-third/one-third. The party entitled to revenue shall be responsible for billing and collecting revenue.

ARTICLE III. TERM OF THE AGREEMENT

- 1. Term.** This Agreement shall commence on the Effective Date referenced above, and shall continue in force for 25 years or until terminated by a formal act of the Parties as expressly provided herein. The Parties agree to meet and discuss any service level changes. Such meetings may occur at the request of either party, but must occur at least every five years to review the contract terms.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

- 1. Governing Law; Forum; Venue.** This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents

to jurisdiction and venue in such courts for such purposes.

2. **Implied Contract Terms.** Each and every provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement shall be amended to make such insertion or correction.
3. **Parol Evidence.** This Agreement is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object.
4. **Third-Party Beneficiary.** The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any right of the public or any member thereof as a third Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
5. **Agreement Cancellation.** All Parties acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.
6. **Termination.** This Agreement may be terminated at any time by mutual written consent. In the event of an alleged event of default committed by a party, the dispute must be submitted to the alternative dispute resolution process ("ADR Process") required by Exhibit H. In the event of termination all Apparatus and Equipment provided by the District and not originally purchased by the Town, shall be returned as the sole property of the District. All Apparatus and Equipment provided by the Town and not originally purchased or provided by the District, shall be returned as the sole property of the Town.
7. **Cure.**
 - 7.1 **By District.** Following notice from the Town of any the events specified in this Section 7.1, the District shall proceed in good faith and diligence to cure such an event to the reasonable satisfaction of the Town. For those events specified in this section, the District shall have an opportunity to cure before the Town exercises the remedies available to it in Section 6. The District shall proceed to cure in accordance with the schedule and procedures set forth by the Town Manager in writing. Events that are subject to cure include, but are not limited to, the District's failure to provide or maintain the Fire Stations, Apparatus and Equipment needed to perform under this Agreement; The failure to provide records related to the performance of Agreement, required by this Agreement and as requested by the Town; or the failure to perform any other obligation

under this Agreement. If the District disagrees with the cure proposed by the Town Manager, the District may propose an alternate cure. The Town may either accept or propose a modification to the cure. In the event that the Town approves a proposed cure the District shall commence such cure. If the Town does not approve the proposed cure, the District shall commence the cure proposed by the Town Manager unless the District notifies the Town that the cure proposed by the Town Manager is unreasonable, in which case a reasonable cure shall be determined by the ADR Process as set forth in Exhibit "H" – Alternative Dispute Resolution Process. Such ADR Process shall commence upon the notice of either Party to the other to commence the ADR Process.

Any proposed cure under this Section 7.1 shall include a reasonable cure period (the "District Period to Cure") with a written notice delivered to the District. The District Period to Cure begins to run from the date of such notice. If, during the District Period to Cure, the District commences and continues to diligently pursue the planned cure as reasonably approved by the Town, then further action by the Town shall be held in abeyance.

- 7.2** By Town. Following notice from the District of any the events specified in this Section 7.2, the Town shall proceed in good faith and diligence to cure such an event to the reasonable satisfaction of the District. For those events specified in this section, the Town shall have an opportunity to cure before the District exercises the remedies available to it in Section 6. The Town shall proceed to cure in accordance with the schedule and procedures set forth by the District Fire Chief in writing. Events that are subject to cure include, but are not limited to, the Town's failure to make building repairs at the Town Fire Station as required by Section 3.1.3 (after notice from the District as to the necessity of such repairs); the failure to replace Equipment and/or Apparatus as required by Section 3.2; or the failure to perform any other obligation under this Agreement. If the Town disagrees with the cure proposed by the District, the Town may propose an alternative cure. The District may either accept or modify the cure.

In the event that the District approves a proposed cure the Town shall commence such a cure. If the District does not approve the proposed cure, the Town shall commence the cure proposed by the District Fire Chief, unless the Town notifies the District that the cure proposed by the District Fire Chief is unreasonable, in which case a reasonable cure shall be determined by the ADR Process as set forth in Exhibit "H" – Alternative Dispute Resolution Process. Such ADR Process shall commence upon the notice of either Party to the other to commence ADR.

Any proposed cure under this Section 7.2 shall include a reasonable cure period ("Town Period to Cure") with a written notice. The Town Period to Cure begins to run from the date on such notice. If, during the Town Period to Cure, the Town commences and continues to diligently pursue the planned cure, then further action shall be held in abeyance.

8. **Liens.** The District shall not take any action that causes a lien to be placed on any Town property. In the event of a lien on Town property, the District shall notify the Town and take steps immediately to extinguish the lien.
9. **No Joint Venture.** No term or provision in this Agreement is intended to create a partnership, joint venture or Town arrangement between any of the Parties.
10. **Assignment and Delegation.** Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by either Party without the prior written consent of both Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.
11. **Entire Contract; Amendment, No Oral Modification.** This Agreement constitutes the complete agreement of the Parties. Except for the period on and after the Effective Date until 0800 January 3, 2022, this Agreement supersedes all previous representations, understandings, and agreements, written or oral, relating to the subject matter of this Agreement. During the period from and after after the Effective Date until 0800 January 3, 2022, this Agreement and the Memorandum of Understanding by and between the Parties dated October 6, 2021 shall be effective. This Agreement and its terms may not be modified or changed except in writing signed by both Parties.
12. **Invalidity of Any Provisions.** This Agreement will remain in effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding will result in the offending term or provision being ineffective to the extent of this Agreement, which would subsequently be construed as though the invalid or unenforceable term or provision never existed. Upon discovery by either Party of invalid terms or provisions, written notice will be given to the other Party within ten (10) business days.
13. **Independent Contractor Status.** Except as provided in Article IV, Section 14, the Parties agree that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. Neither Party nor any of Party's agents, officers, officials, employees or helpers will be deemed to be the employee, agent, or servant of the other Party. Each Party, its employees and subcontractors are not entitled to worker's compensation benefits from the other Party.
14. **Workers' Compensation.** Pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

15. **Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which shall remain in effect without the invalid provision or application.
16. **Non-Waiver.** Any Party's delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions.
17. **Compliance with Laws.** The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement; provided, however, that no City ordinance, code, regulation or policy may in any manner, whether directly or indirectly, adversely impact the District or the operations of the District Fire Station or modify the material terms and conditions of this Agreement, including (without limitation) the Term and payments hereunder. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.
18. **Drug Free Workplace.** The Parties will comply with the Drug Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance, subject to any confidentiality requirements. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.
19. **Immigration Requirements.** The Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance.
20. **Legal Worker Requirements:** The Parties are prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the Parties shall ensure that:
 - 201 Each subcontractor the Parties use warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214.
 - 202 A breach of the warranty set forth in A.R.S. Section 41-4401 will be deemed a material breach subject to cure pursuant Section 7 of this Agreement.
 - 203 The Parties have the legal right to inspect the papers and licenses of any Contractors, Subcontractors, and Vendors hired or retained by either Party who provide services, products, or materials pursuant to this Agreement. This is done to ensure that the Parties, Contractors, and Subcontractors are in compliance with this Section and all terms and provisions of this Agreement.

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ARTICLE V. FINANCIAL INFORMATION

1. Financial Obligations:

- 1.1 Mutual Financial Obligations of Parties for Fire and Emergency Medical Services.** The Town will be solely responsible for the annual operating expenses related to the provision of fire and emergency medical services from the Town Fire Station .

The following Exhibits identify additional details related to this Agreement and the overall costing and expenses associated with providing the provision of fire and emergency medical services for the Town:

- Exhibit "B" - Financial Schedules, Budgets, Costs and Payments
- Exhibit "C" – Dispatch Fees and Charges Example
- Exhibit "D" – Apparatus and Equipment Inventory and Costs
- Exhibit "E" – Vehicle Maintenance and Replacement Schedule
- Exhibit "F" – Mutual Aid or County Island Service Fees and Schedules
- Exhibit "G" – Regional Plan for Expected Growth and Enhancements
- Exhibit "H" – Mediation and/or Alternative Dispute Resolution Process
- Exhibit "I" - Insurance Requirements

- 1.2 Town Financial Obligations for Fire and Emergency Medical Services.** The Town shall be solely responsible for Capital Expenses related to the provision of fire and emergency services within the Town from the Town Fire Station.
- 1.3 Timing of Payments and Invoicing.** The Town shall make quarterly payments for the Town's share of the Town Fire Station Operating Expenses to the District in the amount provided annually in an approved budget and adjusted every July 1 thereafter pursuant to Article V, Section 1.4. These payments will be invoiced by the District to the Town on the first day of each quarter, starting on January 1, 2022. The Town shall pay the amount of the invoice no later than thirty (30) days following receipt of the invoice. By July 31st of each year, the District shall either invoice the Town or reimburse the Town for any adjustment for the Town's share of the actual Operating Expenses versus billed Operating Expenses for the previous fiscal year. See Exhibit "B"- Financial Schedules, Budgets, Costs and Payments for additional financial guidelines.
- 1.4 Budget.** By March 15th of each year, the District shall provide the Town a preliminary budget of the identified Operating Expenses for the Town Fire Station provision of fire and emergency services to the Town. This information will include projected capital, maintenance, personnel and other operating expenses. These budget proposals shall be submitted and discussed as part of the Town's annual budget process for the upcoming year and are subject to the mutual agreement of the parties which may not be unreasonably withheld.

- 15 Audit of Records.** The District's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Agreement shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the District or any of his payees pursuant to the execution of the Agreement. The Town's authorized representative shall be afforded access, at reasonable times and places, to the District's records as permitted by law and personnel related to this Agreement, pursuant to the provisions of this article throughout the term of this Agreement and for a period of three (3) years after final payment.

**ARTICLE VI.
INDEMNIFICATION AND INSURANCE**

- 1. Mutual Indemnification.** Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) ("Claims"), but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

If a claim or claims by third parties become subject to this indemnity provision, the parties to the Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The primary insurance requirements will be pursuant to Exhibit "I" Insurance. The obligations under this Section Article VI.1 shall survive termination of this Agreement.

Each Party must use its best efforts to cause all contractors (each an "Additional Indemnitor") to indemnify, defend, save and hold harmless the other Party from and against any and all Claims caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor and persons for whom they are vicariously liable.

- 2 Indemnity's Effect on Insurance Provisions.** Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of these paragraphs and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of these paragraphs shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.
- 3 Insurance Representations and Requirements.** Each Party shall provide insurance as required and set forth by Exhibit "I" Insurance.

ARTICLE VII. NOTICES

1. Any notice, consent, or other communication (“notice”) required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

<p>If to the Town:</p> <p>Carrie A. Dyrek Town Manager Town of Cave Creek 37622 N. Cave Creek Rd Cave Creek, Arizona 85331</p>	<p>With a copy to:</p> <p>William J. Sims, Town Attorney Sims Mackin, LTD 3101 North Central Ave., Suite 870 Phoenix, AZ 85012</p>
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<p>If to the District:</p> <p>Brian P. Tobin Fire Chief Daisy Mountain Fire District 41018 N. Daisy Mountain Dr. Anthem, Arizona 85086</p>	<p>With a copy to:</p> <p>Mark J. Robens, Esq. District Counsel Daisy Mountain Fire District 41018 N. Daisy Mountain Dr. Anthem, Arizona 85086</p>
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Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Either Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Party as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

BT

DAISY MOUNTAIN FIRE DISTRICT, An Arizona Political Subdivision

By: 

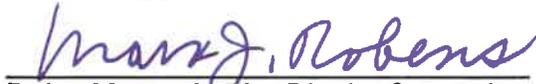
Brian V. Moore

Board Chairman, Daisy Mountain Fire District

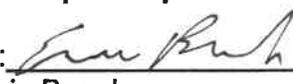
ATTEST: 

Daisy Mountain Fire District Clerk

APPROVED AS TO FORM:


Mary J. Robens
Daisy Mountain Fire District Counsel

**TOWN OF CAVE CREEK, an Arizona
municipal corporation**

By: 

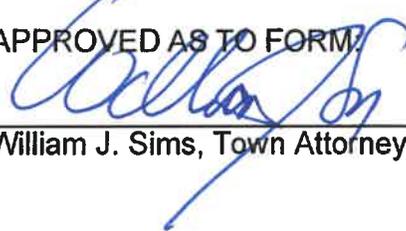
Ernie Bunch

Mayor, Town of Cave Creek

ATTEST: 

Teresa Riza, Town Clerk

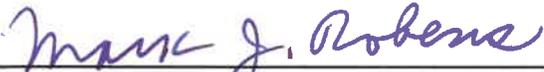
APPROVED AS TO FORM:


William J. Sims, Town Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

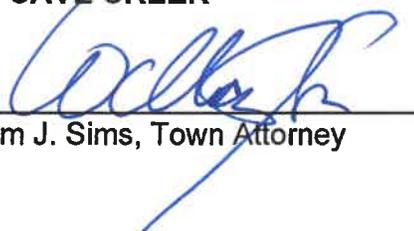
In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by the undersigned who determined that it is in appropriate form and is within the powers and authority of the respective parties.

DAISY MOUNTAIN FIRE DISTRICT

By: 
Assistant Fire Chief and District Counsel

Date: 11-29, 2021

TOWN OF CAVE CREEK

By: 
William J. Sims, Town Attorney

Date: 12-06, 2021

EXHIBIT "B"
FINANCIAL SCHEDULES, BUDGETS, COSTS AND PAYMENTS

This exhibit is meant to provide background information and to identify the process, information and schedules used to develop the annual costs and budget for the Cave Creek Fire Service as provided by the Daisy Mountain Fire District.

As identified in Exhibit "A"; Article V; Section 1.4 the District shall provide a preliminary budget for the upcoming year, by March 15th, that will identify the proposed Operating Budget for fire services. This information will include projected changes to capital, personnel, and other operating expenses. These budgets will be submitted, included, and discussed as part of the Town's annual established budget process.

The District will invoice the Town for Fire Service Costs on a quarterly basis, with payment from the Town completed within 30 days of the invoice. An annual review of expenses versus billed invoices will be completed at the end of each fiscal year.

The Collective Bargaining Fire District Memorandum of Understanding (MOU) is an agreement with the Daisy Mountain Fire District Governing Body (the Fire Board) and the Daisy Mountain Firefighters Union (Daisy Mountain Chapter 4361). The MOU typically is negotiated in 2-year increments. The Memorandum of Understanding (MOU) defines the wages and benefits due to the represented members of the workforce and is uniformly applied to all fire stations and firefighters.

The process for establishing the annual estimated Payroll Costs for the 15 full-time positions, is identified in the following chart. It is understood that some annual changes are likely to occur with the individual categories.

Positions	Avg Salary +	Holiday/ Longevity +	Avg Annual Medic Pay +	Avg Total Benefits 48%	Total
Captain X3	85,244	5,250	7,500	48%	145,031 435,093
Engineer X3	69,927	5,250	7,500	48%	122,362 367,086
Firefighter 88,516 X3 (ALS) X6 (BLS)	54,631	5,177	7,500 0	48%	ALS 99,616 / BLS 298,848 531,095
Total Fire Company Staffing Payroll costs for Y 2021/2022					\$1,632,122
Annual Wildland Hazard/2 Person Brush Unit Staffing; 126 days @\$808 per day					\$101,808

BJ

Year 1 Total Personnel Costs

Total \$1,733,930

The Total Daisy Mountain Fire Department Benefits Package described above for individual members includes items such as Group Health Insurance, PSPRS Retirement Contribution, HSA Contribution, Workers Comp Insurance, PSPRS Cancer Insurance, Uniforms, and Deferred Comp Match.

The Vehicle and Equipment Maintenance component described below consists of average costs for certified fire service shop and mechanics, along with the needed personnel, parts and materials to maintain the required Personal Protective Equipment (PPE) like turnout gear and self-contained breathing apparatus (SCBA) that protects the firefighters in dangerous environments.

Administrative Support Costs are currently computed based on 16.6% of the following administrative support costs: district management, personnel training, supervisory, emergency medical services/medical director, human resources, legal, station supplies and staffing/logistics. The allocation of Administrative Support Costs in the future will depend on the number of fire stations.

Town of Cave Creek Fire Service Operational Costs as supplied by the Daisy Mountain Fire District.

Total Payroll	\$1,733,930
Vehicle/Equipment Maintenance	\$86,000
Administrative Support Costs (16.6%)	<u>\$483,973</u>
	\$2,303,903

EXHIBIT "C"
DISPATCH FEES AND RADIO SYSTEM MAINTENANCE COSTS
EXAMPLE (estimate)

This Exhibit provides a draft example of the expected annual dispatch and maintenance fees associated with the Automatic Aid System. The Annual charges are based on the number of incidents dispatched, associated CAD, maintenance, and network fees (see the attached example). There are two components to the dispatch and maintenance fees associated with the Regional Dispatch Center and the associated support for the Regional Wireless Consortium (RWC): the annual fees from the Regional Dispatch Center set forth in the table below and a separate system quarterly maintenance fee charged at the current rate of \$32.78 per month-per radio x 10 radios (estimated \$3,933 per year).

DRAFT

City of Phoenix Fire Department
 Regional Dispatch Center Partners Computer Aided Dispatch Consortium
 Equipment Maintenance & Dispatch Cost Estimates Fiscal Year 2021/2022
 EXHIBIT "B"
 INTERGOVERNMENTAL TBD

**Town of Cave Creek and the
 Daisy Mountain Fire District**

I. Dispatch Service Fee

	<u>\$/ Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
\$28.37 – Cave Creek / Daisy Mtn - FD	\$28.37	900	\$25,533.00
Total Dispatch Service Fees:			\$25,533.00

II. General Maintenance Service Fee

	<u>\$/ Unit</u>	<u># Units</u>	<u>Total</u>
Station Pack Maint. – Cave Creek/DM - FD	\$9,300	1	\$9,300.00
MCT Maint – Cave Creek /DM - FD	\$4,100	3	\$12,300.00
Airmobile Maint – Cave Creek /DM - FD	\$4,100	1	\$4,100.00
Total Specific Maintenance Service Fees:			\$25,700.00

III. Network System Fees

	<u>\$/ Unit</u>	<u># Units</u>	<u>Total</u>
WAN/LAN System Fee - Scottsdale - FD	\$17,400	1	\$17,400.00
Add'l PC MSS licenses - Scottsdale - FD	\$200	1	\$200.00
MCT Lite Wireless Connection - Scottsdale - FD	\$480	1	\$480.00
Total Network System Fees:			\$18,080.00

IV. CAD System Fees

	<u>\$/ Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
CAD Modernization Service Fee – Cave Creek/	\$5.00	900	\$4,500.00
DM - FD CAD Maintenance Service Fee – CC/DMFD	\$1.00	900	\$900.00
Total CAD System Fees:			\$5,400.00

V. GIS & Data Analytics Fees

	<u>\$/ Dispatch</u>	<u>Dispatch Count</u>	<u>Total</u>
Total GIS & Data Analytics Fees:			

Total Schedule A \$74,713

The Dispatch Service, Specific Maintenance, Network System, and CAD System Fees for Cave Creek and the Daisy Mountain Fire District are \$74,713.00. The City of Phoenix will invoice on a quarterly basis.

Fees based on dispatch counts are calculated from the number of dispatches that have occurred from July 1, 2021 through June 30, 2022.

BT

Communications Infrastructure (tower sites at or other locations not on Town property)

- In connection with the Town Fire Station, the Town will provide, working with the District and the RWC, any needed communications infrastructure that is needed to maintain safe effective communications in the Town for fire and emergency medical services. These costs include but are not limited to radio towers, and communications shelters, antennas and radio equipment, lease lines (T1 phone/ data lines for interconnectivity). The best determined locations for communications sites as determined by the RCW may or may not be within the jurisdictional boundaries of the Town.
- In connection with the Town Fire Station, the Town further understands that radio communications system infrastructure upgrades will occur over time. Each jurisdiction participating in the Regional Wireless Cooperative (RWC), directly or by contracted provider, incurs costs for these changes that are calculated in a manner that reflects the demands on these systems generated by each participant. These upgrades are planned well in advance to allow the maximum funding flexibility for system participants. The Town will incur these costs according to their pro-rata share of the system. This includes the future adding of communications infrastructure or towers to ensure reliable communications coverage as per the RWC normal accepted levels.

EXHIBIT "D"
APPARATUS AND EQUIPMENT INVENTORY AND COSTS

Exhibit "D" provides an overall reference and an on-going inventory of the typical fire and EMS equipment that is carried on the local emergency response units and needed to support an "All Hazard" emergency service. This Exhibit also identifies the item type, description, number, estimated costs and ownership of the primary equipment and tools required.

Inventory Examples:

Engine Equipment Inventory (Initial Estimate \$225,000)

See separate Engine equipment and coupling list

Brush Equipment Inventory (Initial Estimate \$75,000)

See separate Brush equipment list

Tender/Tanker Equipment Inventory (Initial Estimate \$150,000)

See separate Tender/Tanker equipment list

Other

Town Station Equipment Examples (Initial Estimate \$40,000)

Office furnishings

Computers (x4)

Day room tables and chairs

Refrigerators

Washer & Dryer

Bunkroom Beds and Lockers

TV

Miscellaneous Station equipment (dishes, glasses, pots, pans, etc)

Dispatch/Radio Equipment (Initial Estimate \$262,590)

Station Dispatch Package - \$156,485 Est.

Radio/IT Purchases - \$106,105 Est.

Turnout Gear

2 sets of Turnout Gear per person – 8 yr expected lifespan - \$9,500

1 set Brush Gear per person – 5 to 8 yr expected lifespan - \$1,300

1 SCBA Mask with voice amp/regulator per person – 8 yr expected lifespan \$1,900

Uniforms

Included in Overhead costs



Daisy Mountain Fire and Medical Type 1 Engine Inventory List

Item	Amount
Accountability Bag	1
Foam Wrench	1
Spanners	4
Hydrant Wrench	2
Mallet	1
Bastard File	1
Air Pack	4
Fire Tape	1
Fido Bag	1
Orange Cones	5
Snake Bucket	1
Ice Chest	1
Full Compliment of EMS Equipment	1
TIC Camera	1
Rechargeable Flashlights	4
Decon Bucket	1
FDC Key & Knox Box Key	1
APEX Radios & Charger	4
800MhZ Radio & Charger	1
Headsets	6
Map Books + Resource Books	1
Cell Phone	1
Bee Hoods	4
iPads	2
Lapel Mics for APEX	2

Traffic Vests	6
MCT	1
Accountability Report Tags	3
Command Clipboard	1
High Rise Pack Set with nozzle, wye and adaptors (300ft)	1
3-1/2" Storz Set w/ Threads	1
4" Storz Set w/ Threads	1
Full Coupling Compliment (see copupling list)	1
4" Coupling w/ 4" Fill Hose	1
3-1/2" Coupling w/ 4" Fill Hose	1
2-1/2" Fill Hose 50ft	1
Blitz Nozzle w/ Smooth Bore Stack Tips	1
2-1/2" Play Pipe	1
Humat	1
Humat Hydrant Adapter	1
Picket Equipment w/ Stakes	1
Wildland Fire Shelter	4
Toolbox	1
Sm. Bolt Cutters	1
Lg. Bolt Cutters	1
ABC Fire Extinguisher	1
Wildland Bladder Bags	2
Wildland Hose Packs	2
Closet Pike Pole	1
Sledgehammer	1
Halligan Tool	1
Snake Pole	1
Flat Head Axe	1
Pick Head Axe	1
Lock-Out Kit	2
10' Attic Ladder	1
6' Foot Pike Pole	2

8' Foot Pike Pole	1
10' Foot Pike Pole	1
Trash Hook	1
14' Roof Ladder	1
24' Extension Ladder	1
Swift Water Bags (2 sets in each)	2
Wildland McCloud	1
Pulaski	1
Spade Shovels	2
Foam Bucket	1
Deck Gun with Smooth Bore tips	1
Fog Hog Master stream nozzle	1
4 inch Supply line 50 ft length	20
1 ¾ inch Attack line hose 50 ft length	10
2 ½ inch hose 50 ft length	9
Intake Valve	2
Hose Clamp	1

DMFD Engine Coupling Inventory

Item	Amount
4" NH MALE x 3.5NH MALE	1
3.5NH FEM x 2.5NH MALE SWIVEL	1
2.5NH FEM x 1.5PCT MALE	1
1.5PCT FEM x 1.5NH MALE	2
1.5NH FEM x 1.5PCT MALE	2
3.062 x 6 tpi FEM x 2.5NH MALE	2
2.5NH FEM x 1.5NH MALE	2
2.5NH FEM x 3.5NH MALE	2
3.5NH FEM x 2.5NH MALE	1
2.5NH DOUBLE FEMALE SWIVEL	2
3.5NH DOUBLE FEMALE SWIVEL	1
1.5NH DOUBLE FEMALE SWIVEL	1
3.5NH DOUBLE MALE	1
1.5NH DOUBLE MALE	1
2.5NH DOUBLE MALE	1
4NH FEM x 4.547 x 6 tpi MALE	1
2.5NH FEM x 3.062 x 6tpi MALE	2
4.547 x 6 tpi FEM x 3.5NH MALE	2
LEADER WYE	3
4NH DOUBLE MALE	1
4.547 x 6 tpi FEM x 4.5NH MALE	1
1NPSH FEM x 1NH MALE	2
1NH FEM x 1NPSH MALE	2
4.5NH FEM x 4.547 x 6 tpi MALE	1



Daisy Mountain Fire and Medical Type 6 Brush Truck Inventory List

Item	Amount
Hoses	
3/4" Synthetic or Hard Hose	200 (4x50')
1 1/2" CJRL or Synthetic NH Hose	3
1" CJRL or Synthetic NPSH Hose	3
Ganzer Bags	3
Suction 1 1/2" Hard lgs Hose	2
Quick Attack Lines	2
Fittings	
Coupling 1" NPSH double male Fitting	2
Coupling 1" NPSH double female Fitting	2
Coupling 1 1/2" NH double male Fitting	2
Coupling 1 1/2" NH double female Fitting	2
1-1/2" --> 1" Reducer	4
1" -->3/4" Reducer	4
1"-->1 1/2" Increaser	2
3/4"-->1" Increaser	2
Misc Adapters PCT Threads/PHX Threads/NH to NPSH threads	
Nozzles	
Nozzle 1" NPSH adjustable pattern	4
Nozzle 1" NPSH Forester	2 or 3
Nozzle 1 1/2" NH adjustable pattern	2
Valve Gated Wye 1 1/2" NH	5
Gated Wye 1"	1
Valve foot w/ strain	1
Watering Handling Accessories	
Foam Pack/5 Gal Bucket	1
Hose Clamp 1 1/2"	2
Gasket assorted sizes of each	2
Hydrant Wrench	1
Spanner Wrench	3
Bladder Bag and hand pump	2
Fireline Tools	
McLeod	2
Pulaski	2
Shovel or Combi tool	1 of each
File Mill Bastard	1
Misc. Accessories	
Spare Tire	1

Gas Can	1
Tow strap	1
Fire Extinguisher 10 lb	1
Flagging roll	4 various colors
Flashlight	2
Traffic Triangles	1 set
Jack & Lug wrench	1
Chainsaw Kit	
Chain Saw	1
Chain Saw Chaps	2
Wrench: Combination; bar and spark plug wrench	2
Chain: Extra chain that is correct size for saw on truck	1
Chain File: Appropriate sizes for chain on saw	2
Felling Axe	1
Felling Wedge	4
Saw Fuel Container	1
Other	
Portable radio	1
Rig radio	1
MCT	1
Bolt Cutters	1
Haligan	1
Sledge	1
Flat axe	1
Safety Vests	2



Daisy Mountain Fire and Medical Water Tender Inventory List

Hoses

200 ft 1/34 inch preconnect attack line	1
400ft Brush line preconnect	1
15' 4" fill line w/ 4" dual female coupling	1
15' 2 1/2" fill line w/ male and female coupling	1
50' 1" hose wildland	1
50' 2 1/2" hoses	2

Tools

Spanner wrenches	4
Hydrant wrenches	2
rubber mallet	1
8lb sledgehammer	1
24" bolt cutter	1
LDH hose clamp	1
1"-1 1/2" wildland hose clamp	1

Appliances

Intake Valve	1
1 1/2" wildland gated wyes	2
1 1/2" female to 1" male adapters	3
2 1/2" female to 1 1/2" male adapter	1
1" female to 3/4" male adapter	1
2 1/2" double male adapter	1
2 1/2" double female adapte	1
2 1/2" female to 3 1/2" male adapter	1
1" Forestry nozzle	1
1 1/2" automatic nozzles	2

Other Equipment

Traffic cones	3
wheel chalk	1
strainer hard suction	1
12'x12' tarps (buoy wall and porta tank)	2
3000-gallon buoy wall tank	1
case DOT triangles	1

20-liter ice chest	1
Porta Tank	1
10ft Hard Suction 6"	2

EXHIBIT "E"
VEHICLE MAINTNEANCE AND REPLACEMENT SCHEDULE

Exhibit "E" describes the primary response fire and EMS vehicles assigned and providing emergency services for the Town of Cave Creek. The Replacement schedule uses the Benchmarks of effective service life, safety, mileage, and serviceability status as primary evaluators.

This Exhibit sets forth the requirements of Section 3.2 - Provision of Apparatus and Equipment of the Agreement. The schedule set forth below identifies the potential on-going costs to maintain the assigned vehicles to provide an estimated servicing timeline and future replacement schedule for each vehicle.

The Town shall be responsible for owning and acquiring all fire Apparatus needed to respond from the Town Fire Station. The Town shall be responsible for the capital replacement schedule set forth below for all Town Apparatus.

Per Section 3.2.3 of the Agreement, new Apparatus and Equipment purchases will be made according to District specifications. All Apparatus will be maintained as part of the District's regular fleet. The District shall provide substitute Apparatus to be used when any of the Apparatus at the Town Fire Station are out of service for maintenance or repair. The District shall retain ownership of any Apparatus and Equipment it purchases under this Agreement, and the Town shall retain ownership of any Apparatus and Equipment it purchases under the Agreement. If the Agreement is terminated, any Apparatus and Equipment purchased by the Town that is still in the fleet or owned by the Town shall be returned to the Town at its request.

Actual fleet/maintenance charges by certified DMFD fire service mechanics will be included with the contract base rate charged by the District. The replacement of non-warranty or specialty fire Apparatus replacement parts shall be the responsibility of the Town for assigned vehicles.

<u>Unit/Vehicle Description</u>	<u>Est. Lifespan</u>	<u>Est. Yr Est. Initial Maint Costs</u>	<u>Initial Costs</u>	<u>Ownership</u>
Class "A" Pumper	8/10 yrs	\$15,000+	\$750,000	TOCC

<u>Unit/Vehicle Description</u>	<u>Est. Lifespan</u>	<u>Est. Yr Est. Initial Maint Costs</u>	<u>Initial Costs</u>	<u>Ownership</u>
Type "6" Brush Unit	8/10 yrs	\$10,000+	\$160,000	TOCC

<u>Unit/Vehicle Description</u>	<u>Est. Lifespan</u>	<u>Est. Yr Est. Initial Maint Costs</u>	<u>Initial Costs</u>	<u>Ownership</u>
Water Tanker/ Tender	10/15 yrs	\$10,000+	\$450,000	TOCC

BT

EXHIBIT "F"
COUNTY ISLAND SERVICE FEES AND SCHEDULES

This Exhibit "F" sets forth the options for billing for services provided to "County Islands," a term that means those areas in an area where no fire service is provided by the Town or the District. Services may be provided pursuant to an annual service agreement. If no service agreement is entered into, no service will be provided unless provided at the sole discretion of the Town or District. If service is provided without a service agreement the fees set forth below will be charged.

Apparatus Charges: (Apparatus charges do not include personnel)

Engine	\$700 per hour
Tanker/Tender	\$500 per hour
Brush Truck	\$500 per hour
Ladder Truck	\$1,200 per hour

Personnel Charges:

Chief Officer /BC/Deputy	\$150 per person per hour
Firefighter EMT or CEP Medic	\$100 per person per hour

*** One (1) hour minimum charge. Time will begin upon the dispatch of the District or Town Apparatus and end upon the availability of each Apparatus dispatched.

Out of District and Town Responses:

The District and Town can provide fire protection and emergency medical services to property owners who, due to their location outside of the District or Town jurisdictional limits, would not otherwise be entitled to District or Town services. At their sole discretion, the District or Town may provide these services by the Daisy Mountain Fire District to the property owners in a County Island (collectively, the "Owners") under the following terms:

1. The District and the Town will provide the standard response on each fire suppression emergency and EMS emergency call from the Owners, as deemed necessary by the emergency dispatch system.
2. The District and the Town may respond with fewer units or personnel as a result of the occurrence of any presently unforeseen circumstances, such as a major fire or several concurrent, fire, other emergency, reduction in force, road closure, or other situation where there is a shortage of personnel or equipment.
3. If all units are otherwise committed or occupied, the Daisy Mountain Fire District or the Town will make every reasonable effort to respond to each emergency call, and as part of the Automatic Aid System, may call on other Valley wide resources as needed.

Either the District or the Town may elect to provide fire protection and emergency medical services pursuant to an annual service agreement calculation is as follows:

A fee based on the Maricopa County Annual Assessed Limited Property Value (LPV) – Divided by 100 – Multiplied by the then current mill/levy rate established by the District Board.

In addition, the District and the Town acknowledge and will require Owners to acknowledge that response times are subject to variation due to existing weather conditions, travel distance, traffic conditions, property identification and provisions of standard access to the structures.

DT

EXHIBIT "G"

REGIONAL PLAN FOR EXPECTED GROWTH AND ENHANCEMENTS

The Town of Cave Creek (as served by the Daisy Mountain Fire District) has requested the approval to become an active participant of the Regional Automatic Aid system with the opening of the initial Cave Creek Fire Station #1 - DMFD #147. Consideration will be given to this request by the Central Arizona Life Safety Council (CALSC) based on an agreed upon plan and commitment to support future enhancements of the Regional Automatic Aid system.

To address future Regional Automatic Aid enhancements, the District and the Town agree that:

- Beginning in approximately FY 23/24, the District and Town will agree to pursue the addition of a new Daisy Mountain Fire Station #144, to be located in the area of 24th Street and Cloud Rd. This station will become an enhancement to the Regional Automatic Aid System.
- The District shall be responsible for the Capital costs associated with the design and construction of the Joint West Cave Creek Fire Station #144.
- The District shall remain the owner of the Fire Station #144.
- The District shall provide the initial Class A Fire Engine for Station #144. The Town shall be responsible for the replacement of this Class A Fire Engine 8-10 years after the station going operational. Thereafter, the parties shall replace the Class A Fire Engine on a rotating basis.
- The District shall provide the initial Type 3 Brush Truck for Station #144. The Town shall be responsible for the replacement of this Type 3 Brush Truck 8-10 years after the station going operational. Thereafter, the parties shall replace the Type 3 Brush Truck on a rotating basis.
- The District shall provide the initial Water Tender/Tanker for Station #144. The Town shall be responsible for the replacement of this Water Tender/Tanker 10-15 years after the station going operational. Thereafter, the parties shall replace the Water Tender/Tanker on a rotating basis.
- The Town shall pay 50% of the operational costs and expenses associated with the staffing, equipping, and maintaining of Station #144 when operational.
- The minimum staffing at the fire station will be consistent with the staffing of other fire stations (per Section 2.4) and consist of :
 - One Fire Captain or qualified replacement.
 - One Fire Engineer or qualified replacement.
 - Two firefighters.
 - At least two members of the daily staffing will be Certified Emergency Paramedics (EMT-P), with all remaining staff to be EMT-B's.
- Wildland Urban Interface (WUI) staffing will be provided annually during peak wildland fire conditions, starting May 1st thru Labor Day (approximately 127 days - depending on local area threat conditions). Staffing will consist of 0800 – 1600 hrs, 7 days a week with two fire engineers or qualified replacement.

- The District and Town agree that for this new station and regional enhancements, all opportunities to obtain grant funding for the equipment and staffing will be jointly pursued and supported.
- Additional regional Incident Command and Control Officer staffing will be evaluated and mutually agreed upon. Factors such as overall area coverage, span of control, major incident operational effectiveness, emergency scene safety and community safety will be considered. The need for Command Officer staffing will be implemented when Fire Station #144 becomes operational. The cost for this unit could/should be a "cost shared" arrangement with the number of personnel allocated to the jurisdiction as the determining factor for the allocation charge. The Command unit will represent 24/7/365 coverage and become an enhancement to the Regional Automatic Aid System.
- The Town will continue to maintain its Inter-Governmental Agreement (IGA) with the Department of Forestry and Fire Management (DFFM) for the use of additional resources and support of major wildland incidents. The Daisy Mountain Fire District is also a "co-operator" with the DFFM and the Federal Government and will assist within the Town to protect against Wildland Urban Interface incidents.
- The parties agree that ambulance transportation is a critical component of emergency medical services delivery. The Town agrees to either pursue a contract with a sole emergency ambulance provider and/or to assist the District in obtaining the approvals needed to provide emergency transportation within the Town limits. The Town and District will mutually agree before entering into any local ambulance transportation agreements.
- The Town shall purchase the necessary Apparatus and Equipment needed in the future for proper Town coverage within the Town jurisdictional boundaries as mutually agreed upon by the parties.

EXHIBIT "H"
ALTERNATE DISPUTE RESOLUTION PROCESS

This Alternative Dispute Resolution Process ("ADR Process") shall be the exclusive means for resolving disputes between the Town and the District involving this Agreement.

I. Negotiation Process

If a controversy or claim concerning the Agreement (a "Dispute") arises between the Parties, a meeting or electronic conference between the Parties shall be held within ten (10) days after either Party gives the other written notice of the Dispute ("Dispute Notice"). Each Party shall be represented by a representative having decision-making authority, subject to approval by each of the Party's respective governing body. The Parties must attempt in good faith to negotiate a resolution of the Dispute.

II. Mediation Process

- A. If the Dispute cannot be resolved pursuant to Article I of this Exhibit H, the Parties agree that there must be a ninety (90) day moratorium on binding arbitration ("Binding ADR Moratorium") pursuant to Article III of this Exhibit H during which time the Parties agree to try to settle the Dispute through a nonbinding mediation process. The Binding ADR Moratorium shall commence on the day that one Party gives the other party notice of the commencement of mediation, which notice may not be given sooner than thirty (30) days after the Dispute Notice. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days after either Party gives notice of the election to commence the mediation process, either Party may request the presiding judge of the Superior Court of Maricopa County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The cost of any mediation shall be divided equally between the Parties. The results of mediation shall be nonbinding and either party may initiate binding arbitration pursuant to Article III of this Exhibit H. If mediation does not resolve the Dispute before the expiration of the Binding ADR Moratorium, either party may upon the expiration of the Binding ADR Moratorium notify the other Party of an election to pursue Binding ADR (defined below).

III. Binding Arbitration

- A. If a Dispute is not resolved through negotiations pursuant to Article I of this Exhibit H or pursuant to mediation pursuant to Article II of this Exhibit H, the Dispute shall be submitted to binding arbitration pursuant to this Article III ("Binding ADR").
- B. Any Dispute subject to Binding ADR shall be settled by an arbitration process agreed to by the parties. In the event the parties are unable to agree upon such process within twenty (20) days following a notice to commence Binding ADR, the arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Commercial

Arbitration Rules ("**Rules**") (except that the terms of this Agreement and this Exhibit H shall control over conflicting rules), and judgment on the award rendered by the arbitrator may be entered in Maricopa County Superior Court.

- C. The Dispute shall be heard by a single arbitrator. If the parties are unable to select an arbitrator within ten (10) days following the notice to commence the ADR Process, either the District or the Town may request the presiding judge of the Maricopa County Superior Court to appoint the arbitrator. If the presiding judge fails to appoint an arbitrator, the Parties shall each select an arbitrator. The two arbitrators selected by the Parties must select an arbitrator subject to their mutual agreement who will serve as the arbitrator for the Binding ADR.
- D. The place of arbitration shall be Phoenix, Arizona.
- E. The parties agree that the remedies available for the award by the arbitrator shall be all the remedies available at law or equity.
- F. The parties have structured this ADR Process with the goal of providing for the prompt and efficient resolution of all Disputes under the Agreement. The hearing of any Dispute shall be expedited and will commence as soon as practicable, but no later than ninety (90) days after selection of the arbitrator. This deadline can be extended only with the consent of both parties to the dispute, or by decision of the arbitrator upon a showing of good cause.
- G. The arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that the disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse.
- H. The arbitrator shall, within thirty (30) days from the conclusion of the hearing, issue the award.
- I. The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties, and may award reasonable attorneys' fees and experts' costs to either Party.
- J. The award of the arbitrator shall be based on findings of fact and conclusions of law.
- K. The award of the arbitrator shall be final and binding after any consideration of post award motions by either Party.
- L. In the event a Party seeks confirmation of an award, or if there is a failure to abide by any

award, either Party may seek any remedy at law or equity to seek enforcement in the Maricopa County Superior Court for failure to comply with the award. Each party hereby expressly and irrevocably consents to the jurisdiction of the Maricopa County Superior Court.

EXHIBIT "I"

INSURANCE

This Exhibit provides the basic insurance requirements for both parties.

- A. Without in any way limiting the liability of the parties under the Agreement, each Party shall maintain, during the term of Agreement the following insurance:

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Commercial General Liability, including:</u> Premises and Operations Contractual Liability Personal-Injury Liability Independent Contractors Liability	\$1,000,000 Combined Single Limit, per occurrence and \$2,000,000 general aggregate
<u>Comprehensive Automobile Liability</u> (including, owned, non-owned and hired autos)	\$1,000,000 Combined Single Limit, per Occurrence
<u>Workers' Compensation and Employer's Liability</u>	Statutory, \$1,000,000

- B. Except Workers Compensation coverage, such insurance shall include additional endorsements naming the other Party and its officials, officers, employees and agents as additional insured with respect to liabilities arising out of the performance under this Agreement. Each Party shall provide the other with certificates of insurance documenting that the required insurance has been obtained. Such certificates shall include the required provisions and endorsements required by this Exhibit. Such certificates shall include a statement that insurance may not be cancelled without 30 days prior written notice to other Party by first class mail, postage prepaid, ten (10) days' notice in the event that cancellation is due to nonpayment of premium.
- C. All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating or be a risk retention pool authorized by the Department of Insurance.
- D. The receipt of any Certificate of Insurance and endorsement does not constitute an agreement by the receiving Party that insurance requirements have been met.
- E. Insurance required hereunder shall be primary insurance and any insurance maintained by the other Party shall not contribute to insurance required hereunder.

BT



FIRE SERVICE SCOPE OF WORK

TOWN OF CAVE CREEK

The following document represents the Daisy Mountain Fire Districts scope of work to assume responsibilities for comprehensive fire service delivery in the Town of Cave Creek, Arizona.

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Purpose

The following document represents the Daisy Mountain Fire District's scope of work to assume responsibility for comprehensive fire service delivery in the Town of Cave Creek, Arizona. In June 2021, Town management requested a meeting to discuss the assumption of fire service delivery by the Daisy Mountain Fire District. As such the District has prepared this instrument. All operational considerations would follow the established model currently utilized by the Daisy Mountain Fire and Medical Department as a participant in the Regional Metropolitan Phoenix Fire Service Automatic Aid System.

Background - The Daisy Mountain Fire and Medical Department

The Daisy Mountain Fire and Medical District was formed in 1989 by a group of concerned citizens that strived to bring emergency services to our community. The District is funded primarily by property taxes regulated by law and governed by a five-member non-partisan board elected at large by the registered voters of the Fire District. Board members are elected to alternating four-year terms so there are at least two members elected every two years. The Board establishes policy and approves the annual budget. As a special district of the State, the Daisy Mountain Fire District must comply with all applicable Arizona Revised Statutes such as the Open Meeting Laws.

GOVERNING BOARD MEMBERS



Brian Moore
Board Chairman



Joe Cantelme
Board Clerk



Delene Mahoney
Board Member



Dr. Randy Hancock
Board Member



Dr. Jonathan Maitem
Board Member

Throughout the years, Daisy Mountain has grown into an organization that covers approximately 200 square miles and staffing five fire stations providing services to the

communities of New River, Desert Hills, Anthem, and Black Canyon City with over 100 professional firefighters and EMS personnel.

Services include:

- Structural Fire Protection
- Emergency Medical / Paramedic Response.
- Ambulance Transport (Regulated by the Arizona Department of Health Services and covered by most health insurance companies).
- Brush/Wildland Urban Interface Fire Protection.
- Hazardous Materials Response.
- Automatic Aid Response. This is a partnership with 28 other Valley agencies, combining resources and training to optimize service to the community.
- And so much more....

The goal of Daisy Mountain Fire and Medical Department is for the first fire company to arrive within five minutes of the initial dispatch. The Daisy Mountain Fire & Medical is dispatched by the Phoenix Regional Dispatch Center and is a member of the Regional Metropolitan Phoenix Fire Service Automatic Aid System. This system allows the residents of the fire district to benefit from the support of over twenty-eight contributing fire agencies in the Phoenix metropolitan area.

Daisy Mountain Fire & Medical provides an exemplary standard towards emergency medical care. Each Daisy Mountain Fire and Medical fire engine is staffed with four personnel, and each medic/rescue company (ambulance) is staffed with two personnel. Each fire engine has at least two certified emergency paramedics, as well as one paramedic on each medic/rescue company ensuring that advanced emergency care is never far away.

The Daisy Mountain Fire and Medical Department is committed to maintaining the highest level of pre-hospital care possible, through continuous training and providing our EMTs and Paramedics with the latest tools and cutting-edge technology to perform their duties. It is Daisy Mountain Fire & Medical's top priority to deliver the fastest, safest, efficient, and most comprehensive care to the citizens we serve.

The Daisy Mountain Fire District is made up of a unique mix of suburban and rural communities. The diversity of the area presents Daisy Mountain Fire and Medical Department with an Urban Interface approach to wildfires. Each member of the Daisy Mountain Fire and Medical Department is trained to fight and manage wildfires. The Daisy Mountain Wildland Division is a dynamic and highly trained group of firefighters able to be deployed nationally. These deployments allow for the wildland division members to aid communities in need, while obtaining unique experience and skills to better serve our community.

The Daisy Mountain Fire & Medical Department's Hazardous Materials Team is a very specialized group of highly trained firefighters equipped to handle a vast array of

emergencies. These members attend a 200-hour Hazardous Materials Technician Course, learning a variety of skills including spill control and mitigation, decontamination, reconnaissance, research, and hands on training with specialized tools and equipment. Daisy Mountain Fire and Medical Department is the northernmost Hazmat Team in Maricopa County and the southernmost in Yavapai County and covers two significant transportation corridors, as well as critical infrastructure to protect.

Over the last decade, Daisy Mountain Fire and Medical Department has been awarded approximately \$3,000,000 in grants, most of these dollars coming from the return of federal income tax dollars, highway safety grants, and from the Tribal "Arizona Benefits Fund." These funds have been used to train, equip, and outfit a regionally deployable hazardous materials team, hire firefighters to maintain staffing levels, purchase specialized wildland firefighting vehicles, and stay current with the latest medical equipment. These funds have also purchased new extrication equipment, new Self-Contained Breathing Apparatus, and funded community preparedness.

Daisy Mountain Fire & Medical Department was recently awarded nearly \$380,000 in grants from the Arizona Governor's Office of Highway Safety (AZGOHS), the Gila River Indian Community, Urban Areas Security Initiative (UASI), and the Assistance to Firefighters Grant Program (AFG). These grants will provide for state-of-the-art extrication tools, wildland firefighting vehicles, Utility Terrain Vehicles, Command Vehicles, continuous training and equipment for the Hazardous Materials Team, and life-saving specialized survival training for firefighters.

Daisy Mountain Fire and Medical Department has always been aggressive in our pursuit of grant funding. Our governing board has championed citizen and community preparedness, firefighter training and safety, and service delivery. Our citizens will continue to see these efforts to bring additional resources to our community at little to no cost. We are proud of the direct return of a substantial amount of federal dollars to our communities to assist with our deployment and response to emergencies.

Fire Department Response Times

Fire department response times—for first-due units and for the total effective response force—provide valuable information for resource allocation decisions such as fire station location, apparatus deployment and crew size/staffing levels. The relationship between deployment of resources, response times and positive outcomes is circular. If fire department response times and effective response force assembly times are low, it is more likely that sufficient resources have been deployed which is associated with more positive outcomes from risk events. Conversely, if response times and effective response force assembly times are high, it is more likely that insufficient resources have been deployed which is associated with more negative outcomes.

Breaking Down Emergency Response

The NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments establishes industry response time criteria. Those criteria include:

- Alarm Answering Time: 15 seconds for 95% of calls; 40 seconds for 99% of calls
- Alarm Processing Time: 64 seconds for 90% of calls; 106 seconds for 95% of calls
- Turnout Time: 60 seconds for EMS responses; 80 seconds for fire responses
- First Engine Arrive on Scene Time: 240 sec (4 minutes) for 90% of responses with a minimum staffing of 4 personnel
- Second Company Arrive on Scene Time: 360 seconds (6 minutes) for 90% of responses with a minimum staffing of 4 personnel
- Initial Full Alarm – Low and Medium Hazard Assembly Time: 480 seconds (8 minutes) on 90% of responses

The Phoenix Regional Dispatch System is a “State of the Art” dispatch system that measures all the required response time data. This system allows for the fastest dispatch of resources within known technology. If there are multiple dispatches waiting in the que this advanced dispatch system can dispatch every incident simultaneously using computer synthesized voice technology and station notification packages. Although NFPA 1710 provides essential benchmarks, fire departments often measure baseline performance in terms of *total response time*, which is the time it takes from the call to be received at the Public Safety Answering Point (PSAP) until the first unit arrives on the scene of the emergency incident. Total response time should be measured and reported for all first-due units *and* the effective response force (ERF) assembly. Total response time is composed of call-processing time, turnout time and travel time:

- *Call processing time* – the elapsed time from the call being received at the PSAP to the dispatching of the first unit.
- *Turnout time* – the elapsed time from when a unit is dispatched until that unit changes their status to “responding.”
- *Travel time* – the elapsed time from when a unit begins to respond until its arrival on the scene.

All these data elements are captured in the National Fire Operations Reporting System (NFORS).

The 1710 Standard was originally released in 2001. The standard is applicable to substantially all CAREER fire departments and provides the MINIMUM requirements for resource deployment for fire suppression, EMS and Special Operations while also addressing firefighter occupational health and safety.

EMS Provisions

According to the NFPA 1710 Standard, each fire department shall clearly document its role, responsibilities, functions, and objectives for the delivery of Emergency Medical Services (EMS). EMS operations shall be organized to ensure the fire department's capability and includes members, equipment, and resources to deploy the initial arriving company and additional alarm assignments.

Valley wide EMS Treatment Levels include:

- Basic Life Support (BLS)
- Advanced Life Support (ALS)

The Authority-Having Jurisdiction (AHJ) should determine if Fire Department provides BLS services, ALS services, and/or transport. Patient treatment associated with each level of EMS is determined by the AHJ based on requirements and licensing within the State. On-duty EMS units shall be staffed with the minimum members necessary for emergency medical care relative to the level of EMS provided by the fire department.

The Daisy Mountain Fire and Medical Departments Standard of Care includes A minimum of two members trained at the emergency medical technician-paramedic level AND two members trained at the BLS level arriving on scene within the established travel time.

Ambulance Transportation

In response to the dangerous, chaotic, and substandard service that followed ambulance deregulation in the 1980's, the people of Arizona voted to amend the Arizona Constitution to create a regulatory system to ensure high-quality emergency ambulance service for all Arizonans. This plan created defined geographic service areas for ambulance providers. In order to serve any particular area, an ambulance provider must be granted a Certificate of Necessity (CON) by the Arizona Department of Health Services (ADHS), which certifies that they meet all the required standards to provide quality medical transport.

An ambulance service provider's CON establishes the provider's service area, transport rates and charges, and response times. Local governments have a significant impact on the development of ambulance systems in their communities. An ambulance provider that holds a Certificate of Necessity works closely with local first response agencies, such as all Automatic Aid Partner Fire Agencies, to provide seamless EMS care and transportation to benefit the community.

In most cities and towns, the fire agencies typically provide first response emergency medical services and then provide their own ambulance (fire agencies that have a CON) for patient transportation or contract with a private ambulance provider. At times, this partnership becomes more formal when local governments and private providers enter a contract to provide emergency medical transportation services.

The Daisy Mountain Fire District currently operates an Emergency Ambulance Transportation System in accordance with our State of Arizona Department of Health Services Certificate of Necessity (CON #105). Our service area is predominantly our Fire District which does not currently include the entire Town of Cave Creek.

Daisy Mountain Fire and Medical Department Company Staffing (Crew Size):

The Daisy Mountain Fire District currently has 5 fire stations.

Fire Station Unit Assignment with Demographics

Fire Station	Units	Co-Staffed Specialty Unit	Daily Assigned Personnel	Population Density	Square Miles	Miles Roads
FS141 New River	Engine Brush, Tender & HazMat	3	4	15,900	11	70.7
FS142 Anthem	Engine, Rescue, Brush & Battalion Chief	1	8	22,500	11.6	115
FS143 Black Canyon City	Engine, Brush, Tender & REMS	3	4	2825	14.6	77
FS145 Desert Hills	Engine, Ladder, Tender, Brush, & Medic	3	6	2600	18.1	172
FS146 New River	Engine Brush, Tender, UTV and Medic	3	6	15,900	22.2	122

Operational Guidelines

The Daisy Mountain Fire and Medical Department adheres to a four-person per engine and ladder company model including 2 State Certified Paramedics to be considered fully staffed.

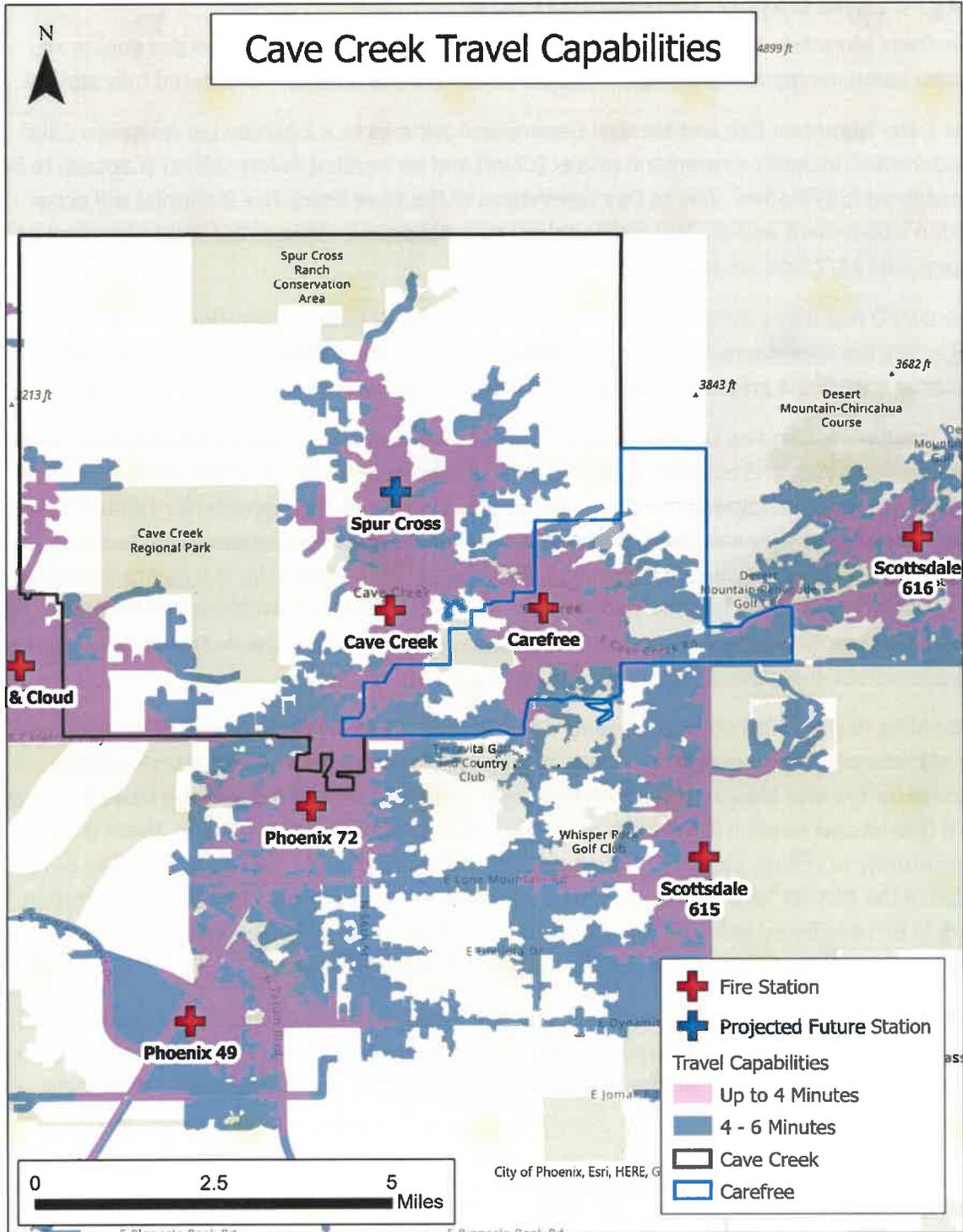
The Daisy Mountain Fire and Medical Department adheres to a 2 person per Battalion Chief model which includes a command officer (Chief) and an Incident Safety Officer (Captain) to be considered fully staffed. Day to Day supervision of the Cave Creek Fire Station(s) will occur within a command-and-control methodology that supports a manageable span of control and represents 24/7/365 coverage.

The DMFD maintains compliance with Phoenix Regional Standard Operating Procedures regarding the movement of emergency response resources, whereby “move up” activity would occur to ensure the greatest distribution of response resources throughout the entire region.

The Daisy Mountain Fire District hired 12 current Cave Creek Rural Metro firefighters in an open competitive hiring process with some pre-arranged preference for qualified applicants. The District values the knowledge and experience of each current Rural Metro Fire Fighter serving the Town of Cave Creek and would benefit from their years of dedicated service to the community. There are currently agreed upon valley wide processes for the incorporation of Rural Metro employees into fire departments to mitigate personal and financial hardships. The District is committed to working with labor representatives for an orderly transfer. However, no guarantees can be made at this time, and none are implied.

According to the PSRM Consultant report, the Town of Cave Creek, due to its geography and street network, would require three staffed fire stations to provide an acceptable level of service for fire and EMS for the entire Town. For adequate service delivery the Daisy Mountain Fire District also needs a fire station on its eastern boundary with Cave Creek. There is an opportunity to reduce costs by utilizing one fire station to provide service to both the eastern edge of the District and the western edge of the Town. A Spur Cross community fire station should be considered in future growth plans of the Town and should be built and staffed when certain agreed upon metrics are met by the Town and the District.

See the attached GIS map that demonstrates the 4 minute and 6-minute travel capability for two fire station locations for response within the Town and one future projected station, the closest regional automatic aid fire station locations, and the Town of Carefree Fire Station.



Current Service Delivery Model

The Daisy Mountain Fire District Fire Department provides comprehensive emergency services within an all-hazards approach. The DMFD plays a key role in the central region's overall fire service capability and is a state-wide deployable resource in Chemical, Biological, Radiologic, Nuclear and Explosive Ordinance (CBRNE) hazard mitigation and response. As such, the proposed service delivery model to the Town of Cave Creek will adhere to the strategic objectives and mission focus of the department.

In the automatic aid system, a standard structure response is initially dispatched to all reported structure fire incidents regardless of risk classification. This system, which has evolved over decades, has proven highly effective at providing the appropriate effective response force while managing resources in a metro/urban environment.

When conducting structural firefighting operations in the Offensive strategy, the primary operational benchmarks are to obtain an 'All Clear' (search & rescue), 'Fire Control' (knock down/extinguishment) and 'Loss Stopped' (property conservation). We know through experience and practical knowledge the first two benchmarks must be attained by the initial 3 or 4 units on scene to successfully maintain offensive firefighting operations regardless of occupancy and responding alarm level. Fires without sufficient water applied within the first 8 minutes usually grow to the point of flashover and structural members in light weight constructed buildings begin to fail. Given this fireground fact, if the first two interior attack lines and the initial attempt at ventilation are not successful or do not occur within that time period the chances of confining the fire to room or area of origin is negligible and a poor outcome is likely. The current system of requesting additional resources over and above the initial structure assignment based on actual need has proven highly effective for providing back up companies in an orderly and timely fashion to be integrated into the Incident Command System and properly accounted for in the hazard zone.

The Daisy Mountain Fire and Medical Department strives to keep an adequate distribution and concentration of resources throughout the district to provide for the safety of our citizens and visitors. Concentration is the assembling of the proper quantity of resources at a scene to effectively mitigate the situation. The measurement of concentration is the time it takes the effective response force (ERF) to arrive in 8 minutes or less travel time to an incident. In this case DMFM uses 3 Engines, 1 Ladder and 2 Command Units as the initial ERF for a structure fire assignment. The time standards of 4 minutes for first arriving unit (all responses) and 8 minutes for the ERF (structure fire responses) are based on the following criteria:

- Clinical brain death occurs in 4-6 minutes for a non-breathing patient

- A cardiac arrest patient's chances for survival decreases 10% for each minute without effective CPR or Defibrillation
- Flashover can occur within 5-8 minutes of a residential structure fire
- Lightweight truss systems (roofs) can fail within 10 minutes during a structure fire causing building collapse

Each division of the Daisy Mountain Fire and Medical Department, and its strategic priorities, will be discussed individually for clarification.

Fire Operations and Deployment

The Fire Operations and Deployment Division is responsible for the overall management of Daisy Mountain Fire & Medical's Emergency Firefighting Response, including Wildland, HazMat, and Special operations.

This division deploys a standard of cover that appropriately focuses emergency services operational staffing and deployment planning to ensure sustainability, effectiveness, and ensures proper deployment. **The Daisy Mountain Fire and Medical Department accepts the Town of Cave Creeks PRSM Independent Consultant Report as a pathway to deploy the Town's standards of cover.** The report states "The Town of Cave Creek, due to its geography and street network, would require three staffed fire stations to provide an acceptable level of service for fire and EMS."

This Fire Operations and Deployment Division:

1. Develops a quality management program to review the fire department's emergency services delivery using:
 - Utilization Benchmarked Performance Measures
 - Benchmark to NFPA 1710 and NIST findings related to deployment and staffing in a rural community setting.
 - Support ongoing maintenance of specialty certification training.
2. Adheres to risk-based staffing and deployment models.
3. Is a representative in Regional and State-wide groups such as:
 - Arizona Counter Terrorism Information Center Partnership
 - Regional Operations Consistency Committee
 - Signature Events (Mass gathering sports and entertainment)
 - Special Operations – Hazardous Materials
 - Central Arizona Wildland Response Team
 - Eastern Yavapai Wildland Group
 - Maricopa County Wildland Planning

- Yavapai County Fire Chiefs

Support Services for Fleet and Facilities

The Support Services for Fleet and Facilities Division is responsible for the overall management and maintenance of Daisy Mountain Fire & Medical's fleet, facilities, communication and IT infrastructure, PPE and non- EMS tools and equipment.

This Support Services for Fleet and Facilities:

1. Develops apparatus preventative maintenance plans in conjunction with Town Fleet Management results in a high level of "in-service" for all emergency response units.
2. Develops a fire apparatus purchasing and rotation plan that supports Town objectives and provides an appropriate compliment of training and reserve units.
3. Develop fire equipment maintenance and replacement plans to ensure there is a budget replacement strategy in place.
4. Assess radio communications and infrastructure needs.
5. Develops and maintains firefighter PPE to uphold the high standards of fire fighter safety.
6. Is a representative in Regional and State-wide groups such as:
 - Regional CAD Communication Partners
 - Regional Resource Management Committee

Medical Services & Emergency Transport Division

The Medical Services Division is responsible for the overall management of Daisy Mountain Fire & Medical's Emergency Medical Services, including ambulance programs and employee health & wellness.

The Medical Services & Emergency Transport Division:

1. Manages the patient medical records using retention guidelines and schedules as mandated by state and federal agencies.
2. Develops and maintains a strong Quality Assurance process to ensure proper field and administrative documentation is being adhered to
3. Manages and maintains all Electronic Patient Care Reporting & device management (EPCR)

4. Develops, maintains, and administers EMS CE training including EMT and Paramedic recertification (National Registry, State, ACLS, CPR & Pediatric), National Standards & CAPCE compliant training, medical and legal training, and Physician/Expert guest training coordination
5. Manages all EMS Medical equipment procurement and inventory management including disposable supplies, pharmaceuticals, oxygen, and PPE.
6. Manages and coordinates with hospitals for our Interfacility Ambulance program.
7. Manages and adheres to all DHS requirements for ambulance inspection, registration, and CON mandates.
8. Manages the Infection Control Program and Exposure reporting for (Hazardous Materials, Infectious Disease & High Stress Incidents).
9. Develops and maintains and IAAF Certified Peer Fitness program and an Employee Mental Health and Resilience Program.
10. Is a representative in Regional and State-wide groups such as:
 - American Ambulance Association
 - Arizona Ambulance Association
 - Regional Operations Consistency Committee – EMS Subcommittee
 - Central AZ Regional EMS Guidelines Subcommittee
 - Valley Safety Officers Committee
 - Regional Wellness Committee
 - Arizona Emergency Medical Systems Organization
 - Valley Medical Directors Committee
 - DHS EMS Council, State Trauma Advisory Board, Medical Direction Commission, Emergency Medical Services for Children Program, Title 9 Chapter 25 Rulemaking Committee

The Medical Services Division has been the recipient for The American Heart Association Mission Lifeline Gold Plus Recognition award for 5 consecutive years. This prestigious award is presented to agency's who continuously meet the performance benchmarks including:

- Out of Hospital Cardiac Arrest performance measures
- Heart Attack (Cardiac Alert) performance measures
- Stroke Alert performance measures
- Trauma Alert performance measures
- Sepsis Alert performance measures

Fire Prevention and Public Programs Division

The Daisy Mountain Fire Prevention and Public Program Division is responsible for providing services for Community Risk Reduction, Fire Safety and Fire Code

Compliance, Community Educational and Volunteer Program opportunities. The Daisy Mountain Fire District Fire Marshal's Office will support Cave Creek's emergency management designated representative, Town Marshal and the towns emergency management and homeland security initiatives.

The Fire Prevention and Public Programs Division:

1. Develops and implements various Public Education programs and opportunities including
 - Outreach and Partnerships with the local senior groups, HOA's and community groups and the local schools to provide safety education programs.
 - CCC/Stop the Bleed, CPR and First Aid training classes.
 - Safety presentations and Stand-by at Public events.
 - Car Seat – Water Safety – Station Tours – Ride Along program – Wildland Preparation Education – Public Event Visits.
 - Citizens Fire Academy and Community Emergency Response Training (CERT)
2. Conducts various Fire Prevention measures within the district including:
 - Fire code enforcement of Maricopa County's adopted Fire code.
 - Participate in the County's Planning and Development Building Code review process.
 - Permitting and plan review for new construction projects.
 - Ongoing fire safety inspections of commercial properties.
 - Fire Investigations team and participation in the regional arson task force.
 - Incident reporting and Statistics through the NFIRS program.
3. Develops, implements, and maintains Community Emergency Management through:
 - Coordinating and managing the Community Emergency Response Team (CERT) and Citizen Fire Corps volunteer program.
 - Educational programs for Community preparedness for Evacuations, Defensible space, Wildland fire interface, Flooding and Weather-related incidents.
 - Continuity of Operations Planning for Department resources participating in, coordinating with, and training with the emergency management agencies of Yavapai and Maricopa Counties.
 - Participating in Statewide National Incident Management Systems (NIMS) training programs and drills.
4. Is a representative in Regional and Statewide groups such as:
 - Valley Fire Marshals
 - Maricopa and Yavapai County Emergency Management including Maricopa Counties Wildland Protection Planning.
 - Safe Kids Coalition
 - AZ Fire Marshal's Association
 - AZ Drowning Coalition

- AZ Fire Chief's Association
- AZ Fire Service Institute
- Anthem Community Council Public Safety Committee
- Anthem Area Chamber of Commerce.

Administrative Division

The Daisy Mountain Administrative Division is responsible for managing the day-to-day operations involved in running the business end of the Fire District. The Daisy Mountain Fire Administrative Division will support the Town of Cave Creek by handling all components of employee management and will work with the Town's various administrative roles in the contract management and reporting needs.

1. Manages, coordinates, and oversees the recruitment and hiring of all District personnel.
2. Manages and administers all employee benefits including wage adjustments, health and dental insurance, and retirement plans.
3. Supports management in tracking and acknowledging employee accomplishments, promotions, years of service and other accolades.
4. Manages all employee payroll components including bi-weekly payroll processing, dues management, Vacation and Sick time tracking.
5. Manages and maintains all Fire District IGA's, Contracts and Agreements.
6. Maintains all administrative files in compliance with the Arizona State Library, Archives and Public Records, Records Management Center guidelines
7. Develops and maintains an annual budget and provide high level financial oversight through monthly reporting the Fire Board and annual audit and stringent internal control policies.
8. Handles all accounts payable components including invoice verification, vendor coordination, proper budget coding and budget reporting.
9. Handles all district annexations and fire protection service agreements with eligible individuals.

The Administrative Division has been the recipient of the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) award for going beyond the minimum requirements of generally accepted

accounting principles to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure.

Deliverables

Daisy Mountain Fire District Fire would respond to all emergency service-related events within the Town of Cave Creek as the primary responders.

RESPONSIBILITIES OF THE DAISY MOUNTAIN FIRE DISTRICT:

1. Management of Fire, Special Operations, Fire and Life Safety and Emergency Medical Services and Personnel.

The District will be responsible for managing the day-to-day operations necessary for the provision of fire and emergency medical services to the Town in conjunction with similar services provided within the District, including, but not limited to:

- Hiring, training, and scheduling of personnel.
- Assigning job duties.
- Evaluating employee performance and maintaining discipline.
- Providing office and station administrative supplies.
- Establishing all standards to be met by staff personnel.

2. Operational Guidelines and Procedures.

The District will be responsible for developing and maintaining operational guidelines and procedures to assure fire and emergency medical services operations at a similar service level as the District provides within its boundaries including, but not limited to:

- Deployment and emergency response plans.
- Command and control at emergency incidents.
- Minimum company standards.
- Emergency medical protocols.

3. Communications and Dispatch Services.

The District receives public safety dispatch services through its Intergovernmental Agreement with the Phoenix Fire Department Regional Dispatch Center. The District will be responsible for providing fire and emergency medical dispatch services through the Regional Dispatch Center. The Town will transfer all fire and emergency medical service calls to the Regional Dispatch Center.

4. The Fire Station in “West Cave Creek/Desert Hills”

Design, Construction and Ownership: The District shall be responsible for providing and maintaining the “West Cave Creek/East Desert Hills” fire station. The design and size are the responsibility of the District, containing at least two apparatus bays, one company officer office, eight dorm setups, safety items and proper security. The District shall pay ½ of all costs and expenses associated with the maintenance of the necessary real property, The District shall remain the owner of the fire station.

5. Minimum Staffing of Fire Stations

- a. On January 3, 2022, the District will be responsible for providing the daily staffing at the Town’s “Fire Station #1.” Minimum staffing per day will consist of:
 - One Fire Captain or qualified replacement.
 - One Fire Engineer or qualified replacement.
 - Two Firefighters. (At least two members of the daily emergency response staff will be State Certified Emergency Paramedics (EMT-P), with all remaining staff to be EMT-B’s (basic).)
 - Additional call-back Wildland Urban Interface (WUI) Staffing May 1 – Labor Day annually, 0800-1600 hrs., 7 days a week with two Fire Engineer’s or qualified replacements

- b. On or about July 1, 2024, The District will be responsible for providing the daily staffing at Daisy Mountain Fire Station #144 near west Cave Creek. Minimum staffing per day will consist of:
 - One Fire Captain or qualified replacement.
 - One Fire Engineer or qualified replacement.
 - Two Firefighters. (At least two members of the daily emergency response staff will be State Certified Emergency Paramedics (EMT-P), with all remaining staff to be EMT-B’s (basic).
 - Additional call-back Wildland Urban Interface (WUI) Staffing May 1 – Labor Day annually, 0800-1600 hrs., 7 days a week with two Fire Engineer’s or qualified replacements
 - One Battalion Chief or qualified replacement
 - One Captain or qualified replacement Incident Safety Officer

- c. The District will be responsible for providing the daily staffing at the Town’s future “Spur Cross” Fire Station. Minimum staffing per day will consist of:
 - One Fire Captain or qualified replacement.
 - One Fire Engineer or qualified replacement.

- Two Firefighters. At least two members of the daily emergency response staff will be State Certified Emergency Paramedics (EMT-P), with all remaining staff to be EMT-B's (basic).
- Additional call-back Wildland Urban Interface (WUI) Staffing May 1 – Labor Day annually, 0800-1600 hrs., 7 days a week with two Fire Engineer's or qualified replacements

6. Training

The District will be responsible for providing all the necessary training and certification of personnel placed in the Town Fire Station(s).

Initial Fire Fighter Training

The valley recruit fire fighter academies are scheduled for up to 16 weeks in duration. According to the Valley Regional Metropolitan Phoenix Fire Service Automatic Aid System IGA, all new fire fighter recruits must complete this training through a recognized regional recruit academy. Working with labor representatives, Daisy Mountain Fire and Medical submitted a pilot "bridge" recruit training schedule to the Central AZ Life Safety Council that shortened the timeline for incumbent recruits who were employed for and graduated from the Rural Metro Fire Recruit Academy to staff the initial station. The bridge academy is an intensive 8–9-week advanced FF training program. This 8–9-week program will prepare the recruits for shift deployment by training them with all advanced FF skills.

Both academies, will prepare fire fighters to be deployed into the Operations Division as Probationary Firefighters. After being deployed onto a fire truck, the probationary FF will work (on-duty and off-duty) to complete (4) Quarterly Training Modules that will provide them with the remaining DMFD Academy curriculum. Once per quarter, they will be required to return to the Training Academy for an 8–10-hour day for specific drills and training to complete their academy requirements.

Ongoing Fire Fighter Training

All training shall include, but not be limited to:

- Fire suppression training
- Emergency medical service training (ALS/BLS)
- Command Training
- Company Officer Training
- Engineer/Driver's Training
- Fire Fighter Skills Training

- Violent Incident Training
- Wildland Urban Interface Training
- Utility Terrain Vehicle Training
- Special Operations (Haz Mat First Responder Operational) training
- Personnel Professional development.
- Workplace behavior
- Civil Treatment for Employee/Managers
- Annual OSHA Required Training

7. Public Education

- Evaluate and improve the all-risk educational program for school age children's programs.
- Outreach and Partnerships with the local senior groups, HOA's and community groups to provide safety education programs.
- CCC/Stop the Bleed, CPR and First Aid training classes.
- Safety presentations and Stand-by at Public events.
- Car Seat – Water Safety – Station Tours – Ride Along program – Wildland Preparation Education – Public Event Visits.
- Citizens Fire Academy and Community Emergency Response Training (CERT)

8. Fire Investigations

- Fire Investigations team and participation in the regional arson task force.
- Incident reporting and Statistics through the NFIRS program.

9. Community Emergency Management

- Coordinate and manage the Town's Community Emergency Response Team (CERT) and Citizen Fire Corps volunteer program.
- Educational programs for Community preparedness for Evacuations, Defensible space, Wildland fire interface, Flooding and Weather-related incidents.
- Continuity of Operations Planning for Department resources.
- Participate, coordinate, and train with the emergency management agencies of Maricopa County.
- Participate in Statewide National Incident Management Systems (NIMS) training programs and drills.

10. Proactive Community Protection and Community Outreach

- The District will be responsible for providing and collaborating with Emergency Management personnel and agencies on the Town, County, Regional and State level in the following capacities:

- Liaison with the Maricopa County Sheriff's Office
- Liaison with the Maricopa County Department of Emergency Management
- Develop cooperative initiatives for community risk reduction.
- Collaborate with Operations, Town Code enforcement, community development to reduce community risk.
 - Establish program to closely identify and monitor fire loss and causes.
 - Develop comprehensive wild-land interface strategy and updated codes/ordinances.
 - Community Risk Reduction Program

11. Fire Station Housekeeping and Equipment Maintenance.

The District will be responsible for providing routine housekeeping and maintenance of the fire station as described below:

- a. Routine cleaning and maintenance of the interior of the fire station and providing any associated supplies.
- b. Routine exterior grounds maintenance.
- c. Routine maintenance of fire equipment in the fire station and on the grounds.

12. SCBA Maintenance.

The District will maintain the SCBA fill station at Cave Creek Station #1.

The District will maintain four (4) SCBA's for every "Engine Company," two (2) SCBA's for every "Rescue Company," two (2) SCBA's for every "Battalion Company" for use in IDLH atmospheres by on-duty crews with spare bottles consistent with the model and type of SCBA used in the Daisy Mountain Fire District.

13. Vehicle Maintenance.

The District will be responsible for the maintenance and repair of the fire apparatus and equipment, regardless of ownership.

The District will provide substitute apparatus to be used when any of the apparatus at the Town fire stations are out of service for maintenance or repair.

14. Reporting.

Quarterly Review: Each quarter, the District and the Town shall conduct a joint activity review under the direction of the Fire Chief, or designee, and the Town Manager.

Annual Reports: The District shall file an annual report with the Contract Administrator by December 1st of each year in a format mutually agreed to by the Parties. The Annual

Report shall include, but not be limited to, a description of the prior fiscal year's performance as it relates to incident volume, response time, prevention activities and service level accomplishments.

15. Emergency Ambulance Service:

For the Daisy Mountain Fire District to be able to provide ambulance transportation in the Town of Cave Creek, the District would file an amendment application with the Department of Health Services to change its service area to include the Town of Cave Creek. This application would be reviewed and approved or denied by the Director of DHS and, if approved, Daisy Mountain would then provide all emergency medical services care and transportation for the citizens of Cave Creek.

Until the Daisy Mountain Fire District is successful in obtaining a CON from DHS, the Town of Cave Creek should contract with a private ambulance provider that holds an applicable CON, such as Maricopa Ambulance. During the term of this contract, Maricopa Ambulance's dispatch center could periodically request an available Daisy Mountain Fire District Rescue (ambulance) to respond.

Daisy Mountain Fire District is also permitted to enter into a back-up agreement with the Town's ambulance service provider to provide ambulance response when necessary. Finally, if urgent circumstances exist, and adequate emergency medical services do not exist, Daisy Mountain Fire District could request temporary authority from DHS for a limited period to provide emergency ambulance services to support the Town. All EMS and Fire Operations at the Cave Creek fire station(s) would be conducted using current regionally accepted practices and those of the Daisy Mountain Fire District.

RESPONSIBILITIES OF THE TOWN OF CAVE CREEK:

1. The Initial Fire Station #1 in the Town Center, DMFD #147

Design, Construction and Ownership: The Town shall be responsible for providing and maintaining the initial Fire Station #1 near the Town Hall Complex of a design and size acceptable to the Town and the District. The Town shall pay for all costs and expenses associated with the maintenance of the necessary real property, the soft costs of design and engineering, all equipment procurement costs and the costs of construction and equipping and maintaining the station. The Town shall remain the owner of the initial fire station.

2. The DMFD Fire Station in "West Cave Creek/Desert Hills," DMFD #144

The Town shall pay ½ of all costs and expenses associated with equipping and maintaining the second fire station. The District shall remain the owner of the fire station.

3. The Second Town Fire Station in “Spur Cross,” DMFD #149

Design, Construction and Ownership: The Town shall be responsible for providing and maintaining the future second town fire station of a design and size acceptable to the Town and the District, containing at least three apparatus bays, one company officer office, six dorm setups, safety items and proper security. The Town shall pay for all costs and expenses associated with the maintenance of the necessary real property, the soft costs of design and engineering, all equipment procurement costs and the costs of construction and equipping and maintaining the station. The Town shall remain the owner of their second fire station.

4. Furnishings, Fixtures and Equipment:

The Town shall be responsible for providing all furnishings, fixtures, and equipment (non-capital equipment) necessary to operate fire stations within the Town boundaries. All such furniture, fixtures and equipment shall be consistent with District standards. The District will provide the Town with an inventory of the necessary furniture, fixtures, and equipment, including but not limited to, dispatch equipment, cooking equipment, emergency power, and encode equipment and utensils. The Town shall be responsible for all replacement costs for all parts as replacement becomes necessary.

5. Purchase of Vehicles.

- a. The Town shall be responsible for payment of all costs associated with the purchase of one Type 1 Pumper of at least 1250 gpm with ladders, general firefighting equipment, extrication equipment, and emergency medical equipment, one type 6 brush truck and one 3,000-gallon water tender for the initial “Town Fire Station #1, DMFD #147.” The Town agrees to comply with the District’s vehicle specifications and replacement schedule. The Town shall remain the owner of the Type 1 fire pumper, brush truck and water tender throughout the term of the agreement and thereafter.
- b. The Town shall be responsible for replacement of the initial Type 1 pumper for the “West Cave Creek/Desert Hills Fire Station” DMFD #144” of at least 1250 gpm with ladders, general firefighting equipment, extrication equipment and emergency medical equipment. The Town shall be

responsible for replacement of the initial Type 6 brush truck. The Town agrees to comply with the District's vehicle specifications and replacement. Each jurisdiction the purchases apparatus shall remain the owner of the apparatus throughout the term of the agreement and thereafter.

- c. The Town shall be responsible for payment of all costs associated with the purchase of one Type 1 pumper of at least 1250 gpm with ladders, general firefighting equipment, extrication equipment and emergency medical equipment, together with one Type 3 brush engine and one Utility Terrain Vehicle (UTV) and trailer for the "Spur Cross Fire Station" DMFD #149. The Town agrees to comply with the District's vehicle specifications and replacement schedule. The Town shall remain the owner of the Type 1 fire pumper, the Type 6 brush engine and the UTV throughout the term of the agreement and thereafter.

6. Replacement of Fire Equipment.

The Town shall be responsible for the costs of replacing all fire equipment assigned to the apparatus in Central Cave Creek, Spur Cross, and half of the costs in West Cave Creek/East Desert Hills utilizing the District's equipment specifications and inventory. Fire Pumpers shall be replaced based on the District's apparatus replacement schedule, with reliability and maintainability becomes cost prohibitive as the determining factors on future replacement.

7. Communications and Dispatch Services.

The Town will be responsible for providing the dispatch equipment that will be installed in the Town's two owned Fire Station(s). Installations will be done through a contract with the City of Phoenix utilizing the Phoenix Fire Department's standard list of equipment. The Town will provide the mobile and portable radio, MDT's and AVL equipment for the Town's two owned Fire Station(s) and allocated/owned fire apparatus, subject to the District's equipment specifications and minimum inventory maintenance requirements.

The Town agrees to provide, at its sole expense, documentary confirmation that radio coverage meets the standards of the RWC within the Town boundaries.

8. Radio Equipment:

The Town shall be responsible for providing any additional radio transmitting and/or receiving equipment that may be necessary to provide standard 800 MHZ and VHF radio coverage to all areas of the Town.

Timeline

The Daisy Mountain Fire District Fire Department would be prepared to assume responsibility for fire service protection in the town of Cave Creek on January 3, 2022. Upon acceptance of an agreement by both governmental bodies. All operational and logistical requirements would be met within that time frame. Firefighters hired by the District generally have a very low attrition rate and therefore are long-term 25-year members. The District requires a long-term commitment to the agreement before hiring long term full-time members.



Brian P. Tobin
Fire Chief



