

INTERGOVERNMENTAL AGREEMENT FOR FIRE SERVICE TRAINING

This Intergovernmental Agreement ("Agreement") is entered into and made effective this _____ day of _____, 2023 (the "Effective Date") by and between the City of Mesa ("Mesa"), an Arizona municipal corporation, and the City of Casa Grande, City of Maricopa, Town of Florence, Town of Payson, Superstition Fire and Medical District, Fort McDowell Yavapai Nation, and the Salt River Pima-Maricopa Indian Community. Collectively the parties, except Mesa, are referred to herein as the "Government Entities." Mesa and the Government Entities to this Agreement may also be referred to as "Parties" or individually as a "Party" depending on the context.

RECITALS

WHEREAS, Mesa and the Government Entities 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.) §11-951 and §11-952 and the Government Entities specific city charters, state law, and municipal and tribal codes. Mesa is also authorized and empowered pursuant to Article I, Section 103 of its Charter.

WHEREAS, it is the desire of Mesa and the Government Entities who are Parties to this Agreement, to work together for the provision of fire service training and intergovernmental cooperation for the mutual benefit of the public, the Government Entities' community and its personnel.

WHEREAS, the Government Entities desire to participate in Mesa's Fire and Medical Department Fire Service Training hosted at Mesa's facilities in order to provide regional emergency fire, medical, and other services more effectively in their respective communities.

AGREEMENT

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

ARTICLE I. PURPOSE

Mesa and the Government Entities desire to enter into this Agreement for the purpose of enabling the Parties to conduct joint fire service training and allow their respective firefighter recruits to attend and participate in fire service training hosted by Mesa. Fire service training includes but is not limited to: Aircraft Rescue Firefighter (ARFF) Certification Training, Firefighter Recruit Training, Fire Inspector Training, Hazardous Material Technical (HZM) Certification Training, EMT/Paramedic Recertification Training (CORE), and Technical Rescue Technician (TRT) Certification Training, and follow-on required continuing education.

ARTICLE II. TERM OF THE AGREEMENT

1. Initial Term and Extension of Term:

This Agreement shall commence on the Effective Date and shall continue in force for five (5) years from the Effective Date (the "Initial Term"). The Agreement may be extended for one additional five (5) year term (the "Extended Term") by written mutual consent of Mesa and one or more Government Entities. The Government Entities electing to extend the Agreement will provide Mesa sixty (60) days written notice of their intent to exercise the Extended Term provision of this Agreement.

2. Termination and Cancellation:

One or more Party, at their convenience, by written notice, may terminate this Agreement in whole or in part with respect to the terminating Party's further participation in this Agreement by providing sixty days (60) written notice to the other non-terminating Parties. If this Agreement is terminated by a Party, the terminating Party will be liable under the provisions of this Agreement for all services and materials rendered to it and its employees prior to the effect date of the Party's termination of this Agreement.

In addition, the Parties acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each Party will retain ownership of their solely provided personal property for purposes of disposing of property on termination.

ARTICLE III. STATEMENT OF SERVICES

1. Fire Service Training:

Mesa will provide fire service training and follow-on continuing education as outlined in Exhibit A, Mesa Fire and Medical Department Fire Service Training Menu.

2. Availability of Training:

Nothing in this Agreement creates an obligation or otherwise requires Mesa to host training or to provide an opportunity for any Government Entities' personnel to attend any particular training class hosted by Mesa under this Agreement.

3. Training Records:

Mesa will provide original training records for the Government Entities' personnel upon the completion of any training provided under this Agreement, upon completion of a fire recruit academy being provided under this Agreement, or upon termination of the Government Entities' employees attendance in the training program. Mesa will maintain records of lesson plans, class rosters, and other documentation common to the class as a whole as required by law, fire service standards, or best practices require or make reasonable and prudent the preservation of such information as required by law.

4. Equipment and Assistance with Training:

4.1 Mesa shall specify the equipment and materials ("Required Equipment") that the Government Entities must provide to its employees, or that the Government Entities' employees must have, in order to participate in any particular training program. The Government Entities' employees must have the required equipment as a condition of participation in the training program.

4.2 Upon reasonable request, the Government Entities will provide Mesa instructors with administrative assistance. When the Government Entities facilities or equipment (e.g., a burn building, training props, apparatus, etc.) that can facilitate a specific training being conducted by Mesa is requested, the Government Entities will allow Mesa to use such facilities, subject to their availability, when it is determined by both Parties to be in their mutual best interest. Any such contributions of facilities or equipment by the Government Entities, to the extent applicable, will be considered by the Mesa Fire Chief in determining the Training Fees to be paid by the contributing Government Entities.

5. Discipline. Academic Requirements and Skill Performance Standards:

5.1 Mesa reserves the right, in its sole discretion, to determine whether the Government Entities' employees are maintaining the minimum requirements necessary to continue the training. Mesa may, in its sole discretion and after advising the specific Government Entities, remove the specific Party's employee from the training for failure to abide by the academic, ethical, or disciplinary standards applicable to all fire service training participants. In the event a Government Entities' employee is removed from training for failure to abide by the academic, ethical, or

disciplinary standards applicable to all fire service training students, the employing party will remain responsible for full payment of the contractual training fees set forth in this Agreement for its employee removed from training. Removal from training is separate and independent from whether the impacted employee is disciplined or terminated by the employing Government Agency.

- 5.2** Government Entities' employees shall all be subject to the same standards for the purposes of training and academics. In the event that a Government Entities' employee is suspected of having engaged in misconduct while in training conducted by Mesa, Mesa shall report the suspected misconduct to the Government Entities employing said employee as soon as possible. The employing Government Entities will be responsible for conducting any appropriate investigation and taking corrective action or discipline.
- 5.3** Mesa has the sole and exclusive responsibility and authority to determine issues relating to: (1) the curriculum and content of instruction for training; (2) the training schedule and hours; (3) decisions about whether the Government Entities' employees should remain in the training; (4) the implementation and execution of policies and procedures applicable to Mesa controlled training and Mesa owned training locations, (5) the facility and location of site specific training, and (6) the assignment and use of any Government Entities' provided instructors, staff, or equipment.
- 5.4** The Government Entities understand and agree that Mesa will determine the curriculum for training programs to meet and satisfy, in part, Mesa standards, which may include the skill performance standards within the Mesa Fire and Medical Department's Training Standards. The Government Entities may request cross-training on Mesa materials, the presentation of which shall be provided by the Government Entities personnel. The Parties further understand and agree that Mesa will determine the appropriate location necessary to support training programs which, in part, satisfy Mesa standards. Additional training needs beyond Mesa standards, which may require additional time and resources by way of separate agreements, will be the sole responsibility of the requesting Government Entities.
- 5.5** Mesa will communicate with the Government Entities on issues that may affect the ability of a Government Entities' employee to successfully complete the training program, including, but not limited to academics, physical fitness, discipline, requirements of the Arizona State Fire Marshal and Arizona Department of Health Services. Mesa will advise the Government Entities, as soon as possible, when it appears that a Government Entities' employee may be subject to being removed from the Mesa training program.

6. Government Entities Responsibilities:

Government Entities agree to be responsible for ensuring that their employees sent to Mesa's premises or training location pursuant to this Agreement meet the following minimum requirements to receive the training:

- 6.1** Government Entities warrant that its employees participating in training are thoroughly familiar with the type of exercise and physical ability necessary to participate and represent that, to the best of its knowledge, the health and physical condition of all its Government Entities' employees participating is excellent and that they are capable of undertaking this training.
- 6.2** Government Entities warrant that all Government Entities' employees participating in training are thoroughly familiar with the type of training being conducted and that their training and experience is sufficient to undertake this training.
- 6.3** Government Entities agree that prior to receiving Mesa fire training services training or utilizing a Mesa facility for training, Government Entities' employees must sign and submit an Assumption of Risk and Release Agreement in the form as attached hereto as Exhibit B.
- 6.4** While on Mesa's premises and at any other time or place during which fire service training or other activity pursuant to this Agreement is being conducted, Government Entities warrant that its employees will comply with all applicable United States Federal, State of Arizona, and Local laws, statutes, and ordinances, and with all legal and applicable regulations or orders of any governmental department, board, bureau, or Government Entities.
- 6.5** Government Entities will ensure that its employees have all required protective gear, uniforms, or other required equipment for the fire service training.
- 6.6** Necessary third party agreements: Due to the variety of insurance, indemnification, background check requirements etc., where training requires a separate Agreement in order to provide clinical rotations, such as in Paramedic Training, the Government Entities will be solely responsible for making sure their employees are covered under an agreement with the non-Mesa owned training site location and the respective Government Entities.

ARTICLE IV. PAYMENTS

1. **Payment and Fees:**

Government Entities will pay the amount identified in the Mesa Fire and Medical Department Fire Service Training Menu, Exhibit A, for each Government Entities' employee that attends training. This amount may be adjusted at the discretion of Mesa based on Government Entities' contribution to the training through the provision of non-monetary resources such as facilities, equipment, or personnel, recruit training officers, and other factors listed for non-monetary resources.

2. **Invoicing:**

Mesa will invoice the Government Entities at the conclusion of each training class conducted by Mesa under this Agreement. Government Entities shall remit all payments to Mesa Fire and Medical Department within thirty (30) calendar days of the invoice date (the "Due Date"). If Government Entities' payment is not received within five (5) business days after the Due Date, Mesa may exercise its right to terminate this Agreement as to the non-paying Government Entities.

3. **Fees for Non-Monetary Resources:**

In establishing the Fire Service Training Fee, Mesa may consider the nature and duration of the training; additional expenses associated with the Government Entities' participation in the training; and the non-monetary contributions by the Government Entities in facilities, personnel, or equipment. The Mesa Fire and Medical Department Fire Chief has the discretion to waive fees, in whole or part, for one or more Government Entities when it is in the best interest of Mesa.

ARTICLE V. 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 its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or is otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts in the State of Arizona, Maricopa County, and each of the Parties, consents to jurisdiction and venue in such courts for such purposes.

2. **Implied 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 any Party, the Agreement shall be amended to make such insertion or correction.

3. Entire Agreement; No Waiver; Amendment:

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. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party will not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by all Parties.

4. Additional Government Entities to the Agreement:

Notwithstanding the provisions of Article V, Paragraph 3 above, the Government Entities hereby give consent, without further written approval by any of the Government Entities who are a Party to this Agreement, to grant Mesa the right to modify or amend this Agreement to add additional Government Entities to this Agreement at any time during the Initial Term or Extended Term.

5. Health Insurance Portability and Accountability Act (HIPAA) of 1996:

The Parties certify that each is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements during the Initial or Extended Term of this Agreement. The Parties warrant that each will cooperate in the course of performance of the Agreement so that the Parties will be in compliance with HIPAA.

6. Third-Party Beneficiary:

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any 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.

7. Fund Appropriation Contingency:

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, any Party not appropriated funding to fulfill its obligations under this Agreement may seek to terminate this Agreement as to the non-appropriated Party.

- 8. No Joint Venture:**
No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between any of the Parties.
- 9. Assignment and Delegation:**
Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by any of the Government Entities to another without the prior written consent of all 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.
- 10. Independent Contractor Status:**
Except as otherwise provided by A.R.S. §23-1022(D), the Parties agree that no Party shall be deemed to be an employee or agent of any other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, no Government Entities nor any of its respective agents, employees or volunteers will be deemed to be the employee, agent, volunteer, or servant of Mesa.
- 11. Workers' Compensation:**
To the extent required by law, and pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party who engage in training or activities pursuant to this Agreement shall be deemed to be an employee of all Parties. The Government Entities which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the Government Entities solely liable for payment of all workers' compensation and related benefits. All Parties agree to post a notice to their employees, as required by A.R.S. §23-1022(E), which states: "All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."
- 12. 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.
- 13. 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. If a subsequently enacted law imposes substantial additional

costs, a request for an amendment may be submitted by any Party to this Agreement.

14. 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. 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.

15. Immigration Requirements:

To the extent applicable by law, 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. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. 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.

16. Legal Worker Requirements:

To the extent applicable under the provisions of Arizona Revised Statutes § 41-4401, all Parties warrant to the other that each Party is in compliance with, and will continue to comply during the term of this Agreement, with all Federal Immigration laws and regulations that relate to their employees and that each Party is in compliance with the E-Verify Program pursuant to Arizona Revised Statutes § 23-214(A).

17. Nondiscrimination.

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to, State Executive Order No. 99-A, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act as Amended. No Party shall engage in any form of illegal discrimination with respect to applications for employment, student status, employees, or students.

18. Confidential Information:

- 18.1 Confidential Information.** “Confidential Information” means all non-public, confidential, sensitive, or proprietary information disclosed or made available by one Party (“Discloser”) to any other Party or its affiliates, employees, contractors, partners, or agents (collectively “Recipient”) for the stated purpose, whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, network configurations, information security practices, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from Discloser; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) Discloser has approved in writing for disclosure.
- 18.2 Non-Disclosure and Unauthorized Use.** Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as using data encryption and maintaining appropriate technical and organizational security measures; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with this Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement.
- 18.3 Ownership.** Confidential Information shall remain the exclusive property of the Discloser. Nothing in this Agreement shall be construed to grant the Recipient any proprietary rights, whether by license, assignment, or otherwise, to the Confidential Information.

18.4 Return or Destruction. Upon Discloser’s written request, or upon completion of or expiration of this Agreement, whichever is earlier, Recipient shall promptly return or destroy all Confidential Information belonging to Discloser that Recipient has in its possession or control. Upon Discloser’s request, Recipient will certify as to its compliance with this paragraph. The requirements of this paragraph shall be subject to all public record retention policies, legal holds, and applicable laws.

18.5 Public Record. The Parties acknowledge and agree that they are a public body subject to Arizona’s Public Records laws (A.R.S. §39-121 *et. seq.*) and any documents or records related to the Agreement may be subject to disclosure pursuant to state law in response to a public records request, subpoena, or other judicial or legal process. A Party receiving a public records request, subpoena or other judicial or legal request for documents (the “Request”) arising out of or related to the Agreement shall promptly (within 3 business days) after receiving the Request notify all other Parties to the Agreement regarding the request for documents arising out of or related to the Agreement.

If a Party believes documents arising out of or related to this Agreement contain confidential or proprietary data or trade secrets, and objects to their disclosure, the Party objecting to disclosure may seek a protective order prohibiting disclosure from a court having jurisdiction over the matter. If the Party objecting to disclosure does not obtain a protective order prohibiting disclosure and provide a copy of the protective order to all other Parties within ten (10) business days after receiving notice of the Request for documents, the Party who received the Request may release the documents without further notice to any other Party.

19. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

ARTICLE VI. INDEMNIFICATION

1. Indemnification and Claims Release:

1.1 The Government Entities acknowledge that participating in the Fire Service Training is dangerous and includes inherent and hazardous risks, including, but not limited to, the risk of serious injury, illness, death, burns, dismemberment, or permanent disability to the Government Entities’ employees.

1.2 Indemnification:
Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold

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harmless the other Parties, and its elected and appointed officials, employees, agents, and volunteers (as “Indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (collectively “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.

Each Party must also use its best efforts to cause all contractors (each an “Additional Indemnitor”) to indemnify, defend, and hold harmless the other Parties 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].

1.3 Indemnifications Survive. The provisions of this Agreement wherein a Party has explicitly indemnified the other Parties shall survive the expiration or termination of this Agreement.

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 to the Parties at the addresses set forth in Exhibit C.

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 calendar (10) days after the notice is deposited in the United States mail as provided above. Any Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying all other Parties 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.

[SIGNATURES ON FOLLOWING PAGES]

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.

City of Mesa, an Arizona municipal corporation

By: _____
Christopher J. Brady
City Manager

ATTEST:

Holly Moseley
City Clerk

APPROVED AS TO FORM:

Alfred J. Smith
Deputy City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF MESA

By: _____
Alfred J. Smith
Deputy City Attorney

Date: _____

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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.

City of Casa Grande Fire Department

By: _____
Tony Lafalce
Assistant Fire Chief

ATTEST:

Gloria Leija
City Clerk Director

APPROVED AS TO FORM:

By: _____
Brett Wallace
City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF CASA GRANDE

By: _____
Brett Wallace
City Attorney

Date: _____

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.

**Salt River Pima-Maricopa Indian
Community Fire Department**

By: _____
Tsosie Wood
Fire Chief

By: _____
Mike Mink
Deputy Fire Chief

ATTEST:

President Signatory, Erica Harvier Council

APPROVED AS TO FORM:

Jeffery Harmon
Assistant General Counsel

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

By: _____
Jeffery Harmon
Assistant General Counsel

Date: _____

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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.

Town of Florence Fire and Medical Department

By: _____
Tara Walter
Mayor

By: _____
James Walter
Interim Battalion Fire Chief

APPROVED AS TO FORM:

By: _____
Clifford Mattice
Town Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

TOWN OF FLORENCE FIRE AND MEDICAL DEPARTMENT

By: _____
Clifford Mattice
Town Attorney

Date: _____

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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.

Superstition Fire and Medical District

By: _____
John Whitney
Fire Chief

APPROVED AS TO FORM:

By: _____
William R. Whittington
Attorney for the Board

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

SUPERSTITION FIRE AND MEDICAL DISTRICT

By: _____
William R. Whittington
Attorney for the Board

Date: _____

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.

City of Maricopa, an Arizona municipal corporation

By: _____
Rick Horst
City Manager

ATTEST:

Vanessa Buaras
City Clerk

APPROVED AS TO FORM:

By: _____

Deputy City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF MARICOPA

By: _____

Deputy City Attorney

Date: _____

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.

Town of Payson Fire Department

By: _____
David Staub
Fire Chief

APPROVED AS TO FORM:

By: _____
Jon Paladini
Town Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

TOWN OF PAYSON FIRE DEPARTMENT

By: _____
Jon Paladini
Town Attorney

Date: _____

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.

Fort McDowell Yavapai Nation

By: _____
Mark Barnhart
Acting Fire Chief

By: _____
Eddie Smith
Fire Chief

ATTEST:

Verlene Baptisto
Tribal Council Secretary

APPROVED AS TO FORM:

By: _____
Diandra Benally
General Counsel

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

FORT McDOWELL YAVAPAI NATION

By: _____
Diandra Benally
General Counsel

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Date: _____

EXHIBIT A
MESA FIRE AND MEDICAL DEPARTMENT FIRE SERVICE TRAINING MENU

Aircraft Rescue Firefighter (ARFF) Certification Training	
Course Overview	Description
Scope	<p>Students will study a curriculum required pursuant to the Federal Aviation Administration (FAA) 139.319. Students will learn skills needed to safely perform at PMGA and Falcon Field to include but not limited to:</p> <p>Airport Familiarization, Aircraft Familiarization, Aircraft Rescue Fire Fighter (ARFF) Safety, Emergency Communications, Apparatus, Agents, Aircraft Evacuation, Tactics and Strategy, Adaptive Structure, Cargo – Hazards, Emergency Plan, Airport Movement Area, Drivers Training, Annual Live Burn, Annual Escort Badging.</p> <p>This training will utilize the Incident Management/Unified Command structure and provide structure for working with our Aviation Partners.</p>
Course Length	<p>1 Classroom Week, 40 Hours additional driver training days as determined by Mesa Optional Live Burn Day (1 day per student)</p>
Testing/Certification	<p>Students will be evaluated and tested on their knowledge, skills, and abilities throughout the course. Skill and performance evaluations are completed during the Live Burn Exercise and Drivers Training portion of the class.</p> <p>Students must complete a written examination at the end of the course with a passing score of 75%.</p> <p>Engineers will be required to complete additional Drivers Training with the Drivers Training Captain at the end of the 40-hour course.</p> <p>Students will be required to complete a Live Burn Exercise at the end of the 40-hour course to become ARFF Certified.</p> <p>Students must attend 100% of the class, Live Burn and Drivers Training to be certified.</p>

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Cost	Base cost - \$1,340.00 per student Base cost with optional live burn - \$1,840.00 per student
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Firefighter Recruit Training (Academy)	
Course Overview	Description
Overview	The Mesa Fire and Medical Department Regional Recruit Training Academy is conducted over a minimum of 15 weeks with 600 hours of training and meets the requirements of the Regional Automatic Aid IGA.
Scope	<p>Over the course of the firefighter recruit academy the following skills will be covered:</p> <ul style="list-style-type: none"> ▪ Physical Fitness ▪ Peer Support ▪ EMS Training ▪ Haz Mat / Special Ops ▪ Vehicle Safety ▪ Fireground Skills <ul style="list-style-type: none"> ○ SCBA ○ Hose Lays ○ Search & Rescue ○ Ventilation ○ Forcible Entry ○ Hose Management ○ Ground Ladders ▪ Live Fire Training <ul style="list-style-type: none"> ○ Intro to Heat ○ Flashover ○ Functional Burns ○ Car Fires ▪ Ladder Functions <ul style="list-style-type: none"> ○ Extrication ○ Salvage & Overhaul ○ Commercial Ventilation ▪ Building Construction ▪ High Rise ▪ Fireground Survival ▪ Power & Hand Tools ▪ Communications ▪ Tactics ▪ Utilities ▪ Violent Incident Training

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	<ul style="list-style-type: none"> ▪ Extinguishers ▪ Cancer Awareness & Prevention ▪ Safety <ul style="list-style-type: none"> ▪ Professional Standards ▪ Firefighter Survival ▪ Urban Interface ▪ Mental Health / Peer Support
Course Length	15 weeks (dependent on City Holidays) 600 Hours
Prerequisites	<ul style="list-style-type: none"> • Arizona State EMT • IAFF Certified CPAT • CPR Certification: <ul style="list-style-type: none"> ▪ American Heart Association (AHA) - Health Care Provider ▪ American Red Cross (ARC) - CPR for the Professional Rescuer ▪ National Safety Council (NSC) – Equivalent Qualification
Testing/Certification	<p>Students will be evaluated and tested on their knowledge, skills, and abilities throughout the academy. At the end of the recruit training academy, recruits that have not previously obtained Arizona State Firefighter 1 & 2 certification will be required to complete that testing process.</p> <p>The Arizona Center for Fire Service excellence administers the test including practical skills evaluations and a written exam. Upon completion of that exam, recruits will be Firefighter 1 & 2 certified. Upon completion of the recruit academy, recruits become Probationary Firefighters and work under the supervision of a Field Training Officer for up to 9 months.</p>
Evaluation Strategy	Practical Skills will be assessed through skills evaluations via iPad and a training database. Results are shared with recruits.
Instructor Certification	The Mesa Fire and Medical Department Regional Recruit Training Academy is taught by Regional Fire Captains and subject matter experts in not more than a 4 to 1 student/instructor ratio. It is recommended for instructors to obtain Fire Instructor 1 certification.
Cost	<p>\$3,500 per recruit until July 2024. \$4,500 per recruit after July 2024.</p> <p>If a participating regional City sends a Recruit Training Officer for the length of the academy the price for up to 2 recruits will be waived.</p>

Hazardous Material Technical (HZM) Certification Training	
Course Overview	Description
Scope	<p>Over the course of the program, students will learn the skills needed to safely perform Hazardous Material Technician level response in accordance with OSHA CFR29 1910.120 and NFPA 472 & 1072.</p> <p>The objectives of the course are to teach participants:</p> <ul style="list-style-type: none"> ▪ to classify, identify, and verify known and unknown material by using field survey instruments and equipment; ▪ to select and use the proper chemical protective clothing provided to the hazardous materials Technician; ▪ to understand hazard and risk assessment techniques for Hazmat and CBRNE environments; ▪ to be able to perform advanced control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available; ▪ to develop incident action plans within the parameters of the incident command system.
Course Length	5 Weeks, 200 Hours
Prerequisite	Hazardous Materials First Responder Operations
Testing/Certification	<p>Students will be evaluated and tested on their knowledge, skills, and abilities throughout the course. Skill and performance evaluations are included in the daily breakdown within the course pertaining to the skills being learned.</p> <p>Students must complete a written examination at the conclusion of the following module with a passing score of 75%:</p> <ul style="list-style-type: none"> ▪ Chemistry <p>At the conclusion of the entire Hazardous Materials Technician program, students must complete a written examination covering all course objectives in accordance with IFSAC accreditation standards.</p> <p>A passing grade of 75%, as well as successful completion of all skill check-offs is required by each student in order to complete the course.</p>
Cost	\$4500 per student

Technical Rescue Technician (TRT) Certification Training

Course Overview	Description
Scope	<p>Over the course of the program, students will learn the skills needed to safely perform rescue operations in the following areas of expertise:</p> <ul style="list-style-type: none"> ▪ Rope Rescue ▪ Confined Space Search and Rescue ▪ Trench and Excavation Search and Rescue ▪ Structural Collapse ▪ Swiftwater Rescue ▪ Vehicle and Machinery Rescue ▪ Helicopter Rescue Operations <p>This training will utilize the Incident Management/Unified Command structure to assess a technical rescue hazard within the response area, identify the level of operational capability, and establish operational criteria.</p>
Course Length	5 Weeks, 200 Hours
Testing/Certification	<p>Students will be evaluated and tested on their knowledge, skills, and abilities throughout the course. Skill and performance evaluations are included in the daily breakdown within the course pertaining to the skills being learned.</p> <p>Students must also complete a written examination at the conclusion of the following modules with a passing score of 80%:</p> <ul style="list-style-type: none"> ▪ Confined Space Rescue ▪ Trench Rescue ▪ Structural Collapse <p>In addition, at the conclusion of the entire Technical Rescue Technician program, students must complete a written examination covering all course objectives. A passing grade of 80%, as well as successful completion of all skill check-offs is required by each student in order to complete the course.</p>
Cost	\$4500 per student

**EXHIBIT B
ASSUMPTION OF RISK AND RELEASE AGREEMENT**

**ASSUMPTION OF RISK AND RELEASE AGREEMENT
MESA FIRE AND MEDICAL DEPARTMENT FIRE SERVICE TRAINING**

**THIS IS A RELEASE OF LEGAL RIGHTS
READ AND UNDERSTAND BEFORE SIGNING**

I, _____ hereby agree as follows:

1. Risk of Activity. I understand that participation in Fire Service Training exercises (“Activities”) with Mesa Fire and Medical Department and its affiliated training vendors (collectively “Mesa”), at Mesa or affiliated vendor locations (“Site(s)”) involves inherent risk of physical injury and illness associated with and arising out of my presence at the Site and participation in the Activities. I have made my own investigation of these risks and fully accept these risks. I am thoroughly familiar with the type of exercise and physical ability necessary to attempt the Training. I represent that to the best of my knowledge my health and physical condition are excellent and that I am physically capable of participating in Training. I understand that the Training is dangerous and includes the risk of serious injury, burns, illness, death, or permanent disability. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of Mesa. I am knowingly and voluntarily participating in the Training with an understanding of the risks involved and hereby agree to accept and assume any and all risks of injury, illness, death, or permanent disability I incur, whether caused by Mesa or otherwise.
2. Waiver of Liability. I understand Mesa is not responsible for any injury or loss I may suffer while participating in Activities at the Site. I hereby completely and unconditionally release and forever discharge Mesa, its elected and appointed officials, officers, employees, agents, and all other participants, from all injury, loss, damage, accident, delay, or expense, arising out of any Activities at the Site.
3. Health and Safety.
 - a. Prior to participating in the Activities, I was advised to consult with a medical professional to ensure I am medically able to participate in the Activities. I have had the opportunity (or knowingly waive the right) to consult with and be examined by a medical professional with regard to my personal medical condition. There are no health-related reasons or conditions precluding or restricting my participation in Activities at the Site(s).
 - b. I have arranged, through insurance or other means, to meet any and all needs

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for payment of medical costs while I participate in Activities at the Site. I acknowledge and understand Mesa is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefrom. If I require medical treatment or hospital care during the Activities, Mesa is not responsible for the cost or quality of such treatment or care.

- c. Subject to medical decision-making capacity, I acknowledge and understand Mesa may, but is not obligated to, take any action it considers warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and release Mesa from any liability for any actions taken.
4. Standard of Conduct. I agree to comply with all Mesa's rules, standards, and instructions while a participant in Activities at the Site, including but not limited to, the Mesa Fire and Medical Department Rules and Regulations, as amended. I waive and release all claims against Mesa for my failure to remain under the supervision of Mesa personnel or to comply with such rules, standards, and instructions.
5. Assumption of Risk and Release of Claims. Knowing the risks described above, and in consideration of being permitted to participate in Activities at the Site, I agree, on behalf of myself, family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding my participation in Activities at the Site. To the maximum extent permitted by law, I release and indemnify Mesa, its elected and appointed officials, officers, employees, and agents, from and against any present or future claim, loss, or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in Activities at the Site, including periods in transit to or from the Site.
6. **INDEMNITY: I SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS MESA AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS ASSUMPTION OF RISK AND RELEASE AGREEMENT (the "WAIVER"), AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD- PARTY RELATED TO MY PARTICIPATION IN THE TRAINING. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MESA, IN INSTANCES WHERE SUCH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT CAUSES PERSONAL OR BODILY INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT I AND MESA ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.**

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**EXHIBIT C
ADDRESSES OF PARTIES**

City of Mesa Fire and Medical

Attn: Mary Cameli
Mesa Fire Chief
13 W. 1st Street
Mesa, AZ 85201
(480) 644-3070
Mary.Cameli@mesaaz.gov

City of Casa Grande Fire Department

Attn: Tony Lafalce, Assistant Fire Chief
377 E. Val Vista Blvd.
Casa Grande, Az. 85122
Office: 520-421-8777 X-5970
Cell: 520-270-0553
Fax: 520-836-1129
tlafalce@casagrandeaz.gov

Salt River Pima-Maricopa Indian Community

Attn: Fire Chief Tsosie Wood and Deputy Chief Mike Mink
10005 E. Osborn Road
Scottsdale, AZ 85256
Office: 480-362-7345 (Deputy Chief Mike Mink)
Cell: 480-686-6802 Deputy Chief Mike Mink)
Fax: 480-850-8231
tsosie.wood@srpmic-nsn.gov
mike.mink@srpmic-nsn.gov

Town of Florence – Florence Fire and Medical Department

Attn: Interim Battalion Fire Chief James Walter
775 N. Main Street
Florence, AZ 85132
(520) 868-7563
(520) 840-3793
james.walter@florenceaz.gov

Superstition Fire and Medical District

Attn: John Whitney or Kathleen Chamberlain
565 N. Idaho Road
Apache Junction, AZ 85119

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Phone: (480) 982-4440 ext. 121
Fax: (480) 982-0183
john.whitney@sfmd.az.gov
kathleen.chamberlain@sfmd.az.gov

City of Maricopa Fire/Medical Department

Attn: Fire Chief Brad Pitassi
20340 N. Estrella Pkwy
Maricopa, AZ 85139
Phone: (520) 494-2399
Fax: (520) 568-1415
brad.pitassi@maricopa-az.gov

Town of Payson Fire Department

Attn: Fire Chief David Staub
400 W. Main Street Payson, AZ 85541
928-474-5242 ext. 9
Fax: 928-474-0925
dstaub@paysonaz.gov

Fort McDowell Yavapai Nation

Attn: Mark Barnhart or Fire Eddie Smith
10755 N Fort McDowell Road
Fort McDowell, AZ 85264
Phone: 480-789-7521
Fax: 480-789-7525
Efax: 1-256-530-8089
mbarnhart@fmyn.org
esmith@fmyn.org