

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE  
AND  
FOR PUBLIC SAFETY TRAINING**

This Intergovernmental Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Glendale, for and on behalf of the Glendale Fire Department (“City”) and between the Cities, Towns, Fire Districts, and governmental jurisdictions (hereinafter collectively referred to either as “Participants,” or “Parties,” and sometimes referred to individually as “Participant” or “Party”), The initial Participants are listed in Exhibit C of this Agreement, which shall be amended upon the addition of new members as set forth herein.

**RECITALS**

- A. WHEREAS** the City Manager of Glendale is authorized and empowered by provisions of the City Charter to execute contracts; and,
- B. WHEREAS** the City and 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. The City is also authorized and empowered pursuant to Article 1 Section 3, of the Charter of the City of Glendale; and,
- C. WHEREAS** agreements for fire service training and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions; and,
- D. WHEREAS**, it is the desire of the municipalities, governmental jurisdictions, agencies, police departments, and fire districts participating in this Agreement, to work together for the mutual benefit of the public, Agency’s community, and all the Agency’s personnel; and,
- E. WHEREAS** the Agency desires to participate in Glendale Public Safety Training to provide emergency fire, medical, law enforcement and other services,
- F. WHEREAS** the City desires the participation of the Agency to provide emergency fire, medical, and other services; and, more effectively.

**AGREEMENT**

Therefore, in consideration of 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**

The Parties desire to enter into this Agreement for the purpose of enabling them to conduct and participate in public safety training hosted by the City. 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, and Technical Rescue Technician (TRT) Certification Training, and follow-on required continuing education. Law Enforcement training includes but is not limited to: Pre-academy, Post-academy, Drivers' Training, Firearms Training as well as in-service and certification maintenance training.

## ARTICLE II. STATEMENT OF SERVICES

### 1. **Service Training:**

The City will provide fire service training and follow-up continuing education as outlined in Exhibit A, Fire Service Training Menu. The City may provide law enforcement training and follow-up continuing education from time to time.

### 2. **Availability of Training:**

Nothing in this Agreement creates an obligation or otherwise requires the City to host training, or to provide an opportunity in any training class to the Agency.

### 3. **Training Records:**

The City will provide original training records for the Agency's personnel upon the completion of any training being provided, or upon termination of the Agency personnel's attendance in the training program. The City will maintain records of lesson plans, class rosters, and other documentation common to the class when the law, fire or police service standards, or best practices require or make reasonable and prudent the preservation of such information.

### 4. **Equipment and Assistance with Training:**

**4.1** The City shall specify the equipment and materials ("Required Equipment") that the Agency must provide to its employees, or that the Agency employees must have to participate in any training program. The Agency's employees must have the required equipment as a condition of participation in the training program.

**4.2** Upon reasonable request, the Agency will provide the City with instructors for assistance. When the Agency has facilities or equipment (e.g., a burn building, training props, apparatus, etc.) that can facilitate a specific training being conducted by the City, the Agency will allow the City 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 by the Agency, to the extent applicable, will be considered in determining the Training Fees.

### 5. **Discipline, Academic Requirements and Skill Performance Standards:**

**5.1** The City reserves the right, in its sole discretion, to determine whether the Agency employees are maintaining the minimum requirements or performances necessary to continue in the training. The City may remove an Agency employee for City Human Resource policy violations and/or performance deficiencies. The City reserves the right, in its sole discretion, to decide whether Agency employees should remain in the training. Such decisions will be made in consultation with the agency. In the event a student is removed for failure to abide by training or affiliated training location or vendor academic, ethical, or disciplinary standards applicable to all fire service training students, the employing party will remain responsible for

full payment of contractual training fees. Removal from training is apart and independent from whether the impacted employee is disciplined or terminated by the employing Agency.

- 5.2 Employees of both Parties shall be subject to the same standards for purposes of training and academics. If an Agency employee is suspected of having engaged in misconduct while in training being conducted by the City, the City shall report the suspected misconduct to the Agency as soon as practicable. The City will be responsible for conducting any appropriate investigation. The employee's agency will determine any employee discipline, if any.
- 5.3 The City has the sole 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 Agency's employees should remain in the training; (4) the implementation and execution of policies and procedures applicable to City controlled training and City owned training locations , (5) the facility and location of site-specific training, (6) the assignment and use of any Agency provided instructors, staff, or equipment.
- 5.4 The Parties understand and agree that the City will determine the training program curriculum to satisfy City standards. The Agency may request cross-training on the City materials, the presentation of which shall be provided by the Agency's personnel. The Parties further understand and agree that the City will determine the appropriate location necessary to support training programs which, in part, satisfy the City standards. Additional training needs beyond the City standards, which may require additional time and resources, by way of separate agreements will be the sole responsibility of the requesting Agency.
- 5.5 The City will regularly communicate with the Agency on issues that may affect the ability of an Agency's employee to successfully complete the training program, including, but not limited to performance, City policy violations, academics, physical fitness, discipline, requirements of the Arizona State Fire Marshal and Arizona Department of Health Services. The City will advise the Agency, as soon as possible, when it appears that an Agency employee may be subject to being removed from a City training program.

**6. AGENCY RESPONSIBILITIES:**

Agency agrees to be responsible for ensuring that their employees sent to the City premises or training location pursuant to this Agreement meet the following minimum requirements to receive the training:

- 6.1 Agency warrants that all Agency employees participating in training are familiar with the type of exercise and physical ability necessary to participate and represents that, to the best of its knowledge, the health and physical condition of all Agency employees participating is excellent and that they can undertake this training.
- 6.2 Agency warrants that all Agency employees participating in training are familiar with the type of training being conducted and that their training and experience are sufficient to undertake this training.

- 6.3 Agency agrees that prior to receiving City fire training services training or utilizing a City facility for training, Agency employees must sign and submit an Assumption of Risk and Release Agreement City of Glendale Public Safety Service Training Form, Exhibit B.
- 6.4 While on City premises and at any other time or place during which Training Services or other activity pursuant to this Agreement is being conducted Agency warrants that employees shall 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 agency, including the City.
- 6.5 Agency will ensure that Agency employees have required protective gear, uniforms, or other required equipment for the Training Services.
- 6.6 Necessary third-party agreements: Due to the variety of insurance, indemnification, background check requirements etc., where training requires a separate Agreement to provide clinical rotations, such as in Paramedic Training, the Agency will be solely responsible for making sure their employees are covered under an agreement with the non-City owned training site location and the Agency.

### **ARTICLE III. TERM OF THE AGREEMENT**

**1. Term:**

This Agreement shall commence on the Effective Date referenced above and shall continue in force for five years or until terminated by formal act of the Parties.

**2. Termination and Cancellation:**

Either Party at their convenience, by written notice, may terminate this Agreement in whole or in part by providing thirty days (30) written notice to the other Party. If this Agreement is terminated, the Agency, will be liable under the provisions of this contract for services and material rendered and accepted. In addition, the Parties acknowledge that this Agreement is subject to the cancellation by either party 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 property for the purposes of disposing of property on termination.

### **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 choose 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 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, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

**2. Implied Terms:**

Each 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. 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 may 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 both Parties.

**4. 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 this Agreement. The Parties warrant that each will cooperate during performance of the Agreement so that the Parties will be in compliance with HIPAA.

**5. Third-Party Beneficiary Clause:**

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.

**6. 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, either Party may terminate this Agreement.

**7. 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.

**8. 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.

**9. Independent Contractor Status:**

To the extent required by law, 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. To the extent applicable by law, neither Agency nor any of Agency's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City.

**10. 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 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.

**11. Severability:**

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which shall remain in effect without the invalid provision or application.

**12. 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 pursuant to this Agreement.

**13. 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.

**14. 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.

**15. Legal Worker Requirements:**

To the extent applicable by law, the Agency is 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 City shall ensure that:

- 15.1** To the extent applicable by law, each subcontractor the City uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214,
- 15.2** To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by the Agency.
- 15.3** To the extent applicable by law, the Agency will have the legal right to inspect the papers of the City and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

## **ARTICLE V. PAYMENTS**

**1. Payment and Fees:**

For Fire Service Training, agency will pay the amount identified in the Fire Service Training Menu, Exhibit A, for each Agency employee that attends listed training. This amount may be adjusted at the discretion of the Glendale Fire Chief based on Agency's contribution to the training through the provision of non-monetary resources such as facilities and personnel, recruit training officers, and other factors listed for non-monetary resources.

**2. Invoicing:**

For Fire Service Training, Glendale Fire Department will invoice Agency, per training class under this Agreement. Agency shall remit all payments to the City of Glendale Fire Department within thirty (30) calendar days of the invoice date (the "Due Date"). If Agency's payment is not received with five (5) days after the Due Date, Glendale may exercise its right to terminate this Agreement.

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

**3.1** In establishing the Training Fee, the Parties may consider the nature and duration of the training; additional expenses associated with Agency's participation in the training; non-monetary contributions by the Agency in facilities, personnel, or equipment; and the experience, value, and goodwill inherent in the Parties training together. The City's Fire Chief or Police Chief as applicable, has the discretion to waive fees, in whole or part, for the Agency when it is in the best interest of the City.

## **ARTICLE VI. INDEMNIFICATION**

**1. Indemnification and Claims Release:**

**1.1** The Agency acknowledges that participating in the Training Services is dangerous and includes the inherent and hazardous risks, including, but not limited to, the risk of serious injury, illness, death, burns, dismemberment, or permanent disability to Agency or Agency's employees.

**1.2** 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.

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 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].

Indemnifications Survive. The provisions of this Agreement wherein a Party has explicitly indemnified the other Party shall survive the expiration or earlier 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 as follows:

If to City, Fire Chief or Police Chief as  
Applicable:

Glendale Fire Department  
11550 W. Glendale Ave.  
Glendale, AZ 85307

Attn: Ryan Freeburg  
Glendale Fire Chief  
Telephone: (623) 930-4401  
Fax:

Glendale Police Department  
6835 N 57<sup>th</sup> Drive  
Glendale, AZ 85301

Attn: Chris Briggs, Chief of Police  
Telephone: (623)930-3059

If to Contractor:

Agency  
Address

Attn:  
Agency Fire Chief or Police Chief  
Telephone:  
Fax:

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.

**CITY OF GLENDALE, a municipal corporation**

By: \_\_\_\_\_  
Kevin R. Phelps, City Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, 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.

Date: \_\_\_\_\_

**CITY OF GLENDALE**

By: \_\_\_\_\_  
Michael D. Bailey, 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.

**CITY OF AVONDALE, a municipal corporation**

By: \_\_\_\_\_  
Cherlene Penilla, Acting City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Name, 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.

Date: \_\_\_\_\_

**CITY OF AVONDALE**

By: \_\_\_\_\_

\_\_\_\_\_  
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.

**ARIZONA FIRE AND MEDICAL AUTHORITY**

By: \_\_\_\_\_  
Mark Burdick, Fire Chief

ATTEST:

\_\_\_\_\_  
Authority Administrative Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Name, Authority 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.

Date: \_\_\_\_\_

**ARIZONA FIRE AND MEDICAL AUTHORITY**

By: \_\_\_\_\_

\_\_\_\_\_  
Authority 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.

**CITY OF BUCKEYE, a municipal corporation**

By: \_\_\_\_\_  
Daniel Cotterman, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**CITY OF BUCKEYE**

By: \_\_\_\_\_

\_\_\_\_\_  
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.

**BUCKEYE VALLEY FIRE DISTRICT**

By: \_\_\_\_\_  
Mark Burdick, Fire Chief

ATTEST:

\_\_\_\_\_  
District Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
District 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.

Date: \_\_\_\_\_

**BUCKEYE VALLEY FIRE DISTRICT**

By: \_\_\_\_\_

\_\_\_\_\_  
District 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.

**CITY OF CHANDLER, a municipal corporation**

By: \_\_\_\_\_  
Joshua Wright, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**CITY OF CHANDLER**

By: \_\_\_\_\_

\_\_\_\_\_  
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.

**DAISY MOUNTAIN FIRE AND MEDICAL**

By: \_\_\_\_\_  
Brian Tobin, Fire Chief

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**DAISY MOUNTAIN FIRE AND MEDICAL**

By: \_\_\_\_\_

\_\_\_\_\_  
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.

**CITY OF EL MIRAGE, a municipal corporation**

By: \_\_\_\_\_  
Crystal Dyches, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**CITY OF EL MIRAGE**

By: \_\_\_\_\_

\_\_\_\_\_  
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 GILBERT, a municipal corporation**

By: \_\_\_\_\_  
Patrick Banger, Town Manager

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**TOWN OF GILBERT**

By: \_\_\_\_\_

\_\_\_\_\_  
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.

**CITY OF GOODYEAR, a municipal corporation**

By: \_\_\_\_\_  
Julie Karins, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**CITY OF GOODYEAR**

By: \_\_\_\_\_

\_\_\_\_\_  
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 GUADALUPE, a municipal corporation**

By: \_\_\_\_\_  
Valarie Molina, Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**TOWN OF GUADALUPE**

By: \_\_\_\_\_

\_\_\_\_\_  
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.

**CITY OF MARICOPA, a municipal corporation**

By: \_\_\_\_\_  
Rick Horst, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**CITY OF MARICOPA**

By: \_\_\_\_\_

\_\_\_\_\_  
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.

**CITY OF MESA, a municipal corporation**

By: \_\_\_\_\_  
Chris Brady, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**CITY OF MESA**

By: \_\_\_\_\_

\_\_\_\_\_  
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.

**CITY OF PEORIA, a municipal corporation**

By: \_\_\_\_\_  
Jeff Tyne, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**CITY OF PEORIA**

By: \_\_\_\_\_

\_\_\_\_\_  
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 QUEEN CREEK, a municipal corporation**

By: \_\_\_\_\_  
John Kross, ICMA-CM, Town Manager

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**TOWN OF QUEEN CREEK**

By: \_\_\_\_\_

\_\_\_\_\_  
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.

**RIO VERDE FIRE DISTRICT**

By: \_\_\_\_\_  
Jay Ducote, Fire Chief

ATTEST:

\_\_\_\_\_  
District Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
District 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.

Date: \_\_\_\_\_

**RIO VERDE FIRE DISTRICT**

By: \_\_\_\_\_

\_\_\_\_\_  
District 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.

**CITY OF SCOTTSDALE, a municipal corporation**

By: \_\_\_\_\_  
David D. Ortega, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**CITY OF SCOTTSDALE**

By: \_\_\_\_\_

\_\_\_\_\_  
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.

**SUN CITY FIRE DISTRICT**

By: \_\_\_\_\_  
Rob Schmitz, Fire Chief

ATTEST:

\_\_\_\_\_  
District Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
District 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.

Date: \_\_\_\_\_

**SUN CITY FIRE DISTRICT**

By: \_\_\_\_\_

\_\_\_\_\_  
District 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.

**SUPERSTITION FIRE AND MEDICAL DISTRICT**

By: \_\_\_\_\_  
John Whitney, Fire Chief

ATTEST:

\_\_\_\_\_  
District Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
District 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.

Date: \_\_\_\_\_

**SUPERSTITION FIRE AND MEDICAL DISTRICT**

By: \_\_\_\_\_

\_\_\_\_\_  
District 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.

**CITY OF SURPRISE, a municipal corporation**

By: \_\_\_\_\_  
Bob Wingenroth, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**CITY OF SURPRISE**

By: \_\_\_\_\_

\_\_\_\_\_  
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.

**CITY OF TEMPE, a municipal corporation**

By: \_\_\_\_\_  
Andrew Ching, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**CITY OF TEMPE**

By: \_\_\_\_\_

\_\_\_\_\_  
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.

**CITY OF TOLLESON, a municipal corporation**

By: \_\_\_\_\_  
Reyes Medrano Jr., City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**CITY OF TOLLESON**

By: \_\_\_\_\_

\_\_\_\_\_  
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.

**RURAL/METRO FIRE DEPT., INC., a municipal corporation**

By: \_\_\_\_\_  
NAME, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**RURAL/METRO FIRE DEPT., INC.**

By: \_\_\_\_\_

\_\_\_\_\_  
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.

**LUKE AIRFORCE BASE**

By: \_\_\_\_\_  
NAME

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**LUKE AIRFORCE BASE**

By: \_\_\_\_\_

\_\_\_\_\_  
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.

**DEPARTMENT OF PUBLIC SAFETY (DPS)**

By: \_\_\_\_\_  
Colonel Jeffrey Glover, Director

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**DEPARTMENT OF PUBLIC SAFETY (DPS)**

By: \_\_\_\_\_

\_\_\_\_\_  
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.

**MARICOPA COUNTY SHERIFF’S OFFICE**

By: \_\_\_\_\_  
NAME

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**MARICOPA COUNTY SHERIFF’S OFFICE**

By: \_\_\_\_\_

\_\_\_\_\_  
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 WICKENBURG POLICE DEPARTMENT, a municipal corporation**

By: \_\_\_\_\_  
Name, City Manager

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

Date: \_\_\_\_\_

**CITY OF WICKENBURG**

By: \_\_\_\_\_

\_\_\_\_\_  
Town Attorney

Date: \_\_\_\_\_

## EXHIBIT A - FIRE SERVICE TRAINING MENU

*Students who have taken the initial training class from the Glendale Fire Department will receive the corresponding continuing education classes, for that course, at no additional charge. This excludes mandatory AZDHS recertifications which remain the responsibility of the Agency.*

<b>Firefighter Recruit Training (14-Week Recruit Training Academy)</b>	
<b>Course Overview</b>	<b>Description</b>
Overview	The Glendale Fire Department Recruit Training Academy is conducted over a minimum of 13 weeks with 550 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"> <li>▪ Physical Fitness</li> <li>▪ Peer Support</li> <li>▪ EMS Training</li> <li>▪ Haz Mat / Special Ops</li> <li>▪ Vehicle Safety</li> <li>▪ Fireground Skills                             <ul style="list-style-type: none"> <li>○ SCBA</li> <li>○ Hose Lays</li> <li>○ Search &amp; Rescue</li> <li>○ Ventilation</li> <li>○ Forcible Entry</li> <li>○ Hose Management</li> <li>○ Ground Ladders</li> </ul> </li> <li>▪ Live Fire Training                             <ul style="list-style-type: none"> <li>○ Intro to Heat</li> <li>○ Flashover</li> <li>○ Functional Burns</li> <li>○ Car Fires</li> </ul> </li> <li>▪ Ladder Functions                             <ul style="list-style-type: none"> <li>○ Extrication</li> <li>○ Salvage &amp; Overhaul</li> <li>○ Commercial Ventilation</li> </ul> </li> <li>▪ Building Construction</li> <li>▪ High Rise</li> <li>▪ Fireground Survival</li> <li>▪ Power &amp; Hand Tools</li> <li>▪ Communications</li> <li>▪ Tactics</li> <li>▪ Utilities</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Violent Incident Training</li> <li>▪ Extinguishers</li> <li>▪ Cancer Awareness &amp; prevention</li> <li>▪ Safety</li> <li>▪ Professional Standards</li> <li>▪ Firefighter Survival</li> <li>▪ Urban Interface</li> <li>▪ Mental Health / Peer Support</li> </ul>
Course Length	14-16 weeks (dependent on City Holidays) 550 Hours - M-F 0700-1600
Prerequisites	Arizona State EMT IAFF Certified CPAT CPR Certification: <ul style="list-style-type: none"> <li>▪ American Heart Association (AHA) - Health Care Provider</li> <li>▪ American Red Cross (ARC) - CPR for the Professional Rescuer</li> <li>▪ National Safety Council (NSC) – Equivalent Qualification</li> </ul>
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 who have not previously obtained Arizona State Firefighter 1 &amp; 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 &amp; 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 Glendale Fire 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 that instructors obtain EDU250 from the MCCC and Fire Instructor 1 certification.
Cost	\$4,500 per recruit  If a participating regional City sends a Recruit Training Officer (RTO) for the length of the academy the price for 1 recruit will be waived per RTO participating.

## EXHIBIT B - ASSUMPTION OF RISK AND RELEASE AGREEMENT

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### ASSUMPTION OF RISK AND RELEASE AGREEMENT CITY OF GLENDALE PUBLIC SAFETY 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 training exercises (“Activities”) with the City of Glendale and its affiliated training vendors (“City”), at the City and 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 the City. 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 the City or otherwise.
2. Waiver of Liability. I understand the City 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 City, its 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. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or conditions precluding or restricting my participation in Activities at the Site.
  - b. I have arranged, through insurance, or otherwise, to meet any and all needs for payment of medical costs while I participate in Activities at the Site. I acknowledge and understand City 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, City is not responsible for the cost or quality of such treatment or care.
  - c. Subject to medical decision-making, Corrective Action and Preventive Action (CAPA) I acknowledge and understand City 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 City from any liability for any actions taken.

4. Standard of Conduct. I agree to comply with all City's rules, standards, and instructions while a participant in Activities at the Site, including but not limited to, the City of Glendale Fire Department Rules and Regulations, as amended. I waive and release all claims against City for my failure to remain under the supervision of City 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 City, its 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 DEFEND, INDEMNIFY, AND HOLD HARMLESS RELEASEES 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 AGREEMENT, 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 THE REALEASEES, IN INSTANCES WHERE SUCH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT CAUSES PERSONAL OR BODILY INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT I AND THE RELEASEES 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.**
7. No Joint Venture: I understand that no term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties. I further understand that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement. To the extent applicable by law, I will not be deemed to be the employee, agent, or servant of the City. I understand that where I am included as a "student" that does not deem me to be an employee or agent of the City.
8. Workers Compensation: For the purposes of workers' compensation coverage, the agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Waiver shall be the agency solely liable for payment of all approved workers' compensation and related benefits.
9. If any one or more of the provisions in this waiver are determined to be invalid, illegal, or unenforceable, it shall not affect any other provision of this waiver, and this waiver shall be construed as if such invalid provision had never been contained in this waiver. In any legal action in connection with this waiver, the exclusive venue shall be in the courts of Maricopa County,

Arizona and this waiver shall be construed in accordance with the laws of the State of Arizona.

I have carefully read this Release Form and sign it voluntarily. No representations, statements, inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall become effective only upon receipt by City and shall be governed by and construed in accordance with the laws of the State of Arizona including City's Charter and Municipal Ordinances. Venue for any action relating to or arising out of this agreement shall be in the Court for the City and County of Maricopa.

Executed on this date. \_\_\_\_\_

By \_\_\_\_\_

Printed Name as Individual

Signature

\_\_\_\_\_  
Witness Printed Name Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Department or Agency

**EXHIBIT C – AUTOMATIC AID SYSTEM PARTICIPANTS**

<b>PARTICIPANT</b>		<b>DATE APPROVED</b>
1	Avondale Fire and Medical	
2	Arizona Fire and Medical Authority	
3	Buckeye Fire and Medical	
4	Buckeye Valley Fire District	
5	Chandler Fire Department	
6	Daisy mountain Fire and Medical	
7	El Mirage Fire Department	
8	Gilbert Fire Department	
9	Glendale Fire Department	
10	Goodyear Fire Department	
11	Guadalupe Fire Department	
12	Maricopa Fire Department	
13	Mesa Fire and Medical	
14	Peoria Fire and Medical	
15	Phoenix Fire Department	
16	Queen Creek Fire Department	
17	Rio Verde Fire District	
18	Scottsdale Fire Department	
19	Sun City Fire District	
20	Superstition Fire and Medical	
21	Surprise Fire and Medical	
22	Tempe Fire and Medical	
23	Tolleson Fire Department	
24		
25		
26		

**EXHIBIT C – OTHER TRAINING PARTICIPANTS**

<b>PARTICIPANT</b>		<b>DATE APPROVED</b>
1	Luke Airforce Base	
2	Rural Metro Fire Department	

**EXHIBIT C – OTHER TRAINING PARTICIPANTS FOR PD SIDE**

<b>PARTICIPANT</b>		<b>DATE APPROVED</b>
1	Department of Public Safety (DPS)	
2	Maricopa County Sheriff's Office (MCSO)	
3	Wickenburg Police Department	