

VERSION 1.0
March 20, 2024



BOARD OF DIRECTORS MEETING

March 20, 2024

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

KATHLEEN CHAMBERLAIN, BOARD CHAIRMAN

CONNIE VAN DRIEL, BOARD CLERK

JEFF CROSS, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

SHAWN KURIAN, BOARD DIRECTOR



Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

BOARD OF DIRECTORS MEETING AGENDA FOR MARCH 20, 2024

Call in Phone Number: 480-646-1864

Access Pin: 1234

The Board will hold a meeting on Wednesday, March 20, 2024. The meeting will be held at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting room will be accessible to the public at 5:00 p.m. The meeting will be open to the public and will begin at 5:30 p.m. local time.

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call

The following agenda items are scheduled for discussion at the board meeting. The Governing Board may or may not decide to take action on any or all items. The order of the agenda items may or may not be taken in the order listed.

- 1. Review and approval of the February 2024 financial reports and bank reconciliations.**
- 2. Recognition of employee performance, achievements, and special recognition for community members.**
- 3. Call to the Public.**

A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

- 4. Consideration and possible approval of all consent agenda items listed below:**
 - A. Board Meeting Minutes from February 21, 2024
 - B. Intergovernmental Agreement for provisions of Services by Pinal County Recorder and Elections Department
 - C. Intergovernmental Agreement for Public Safety Training with The City of Mesa
 - D. Intergovernmental Agreement for Public Safety Training with The City of Glendale
 - E. Purchase of Lucas Device – Chest Compression System
- 5. Discussion and possible approval of Budget Planning and Tax Rate Approval for the Fiscal Year 2024/25 Preliminary Budget.**

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

Regional Training Center
3700 East 16th Avenue
Apache Junction, AZ 85119

Fleet Services
1455 East 18th Avenue
Apache Junction, AZ 85119

6. Discussion regarding Board Room refresh and rework.

7. Reports.

Senior Leadership Team (SLT):

Fire Chief John Whitney

Assistant Chief Brian Read

Transportation Services Director Billy Warren

Assistant Chief Richard Mooney

Administrative Services Director Anna Butel

James Vincent Group

President Colt Weddell

8. New Business / Future Agenda Items.

9. Announcements and Document Signing.

10. Adjourn

NOTICE: The Governing Board may go into executive session for the purpose of obtaining legal advice from the Fire District's attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

One or more members of the Governing Board may attend the meeting telephonically.

Governing Board meeting agenda dated and posted (at least 24-hours before the scheduled meeting date and time).

Posted on: March 14, 2024

At: 1500 Hours

By: Sherry Mueller

The Superstition Fire & Medical District (SFMD) Administrative Office Board Meeting Room is accessible to the handicapped. In compliance with the American with Disabilities Act (ADA), those with special needs, such as large-type face print or other reasonable accommodations may request those through the SFMD Administration Office (480-982-4440) at least 24-hours before the Board Meeting.

Agenda Item Title

Review and approval of the February 2024 financial reports and bank reconciliations.

Submitted By

James Vincent Group

Background/Discussion

The James Vincent Group prepares the monthly financial reports. The District’s annual budget, which is adopted by the Board each June for the following fiscal year (July 1 – June 30), is formatted to mirror the monthly financial statements. The financial reports provide the Board with a monthly recap of expenditures and revenues, along with year-to-date account balance information.

In compliance with A.R.S. §48-807(O), the following reports have been added to the monthly financial statements packet:

1. Cash Flow – All Governmental Funds.
 - a. The Cash Flow report consists of the combined cash balances of all District Funds. These balances include the General (100), Transport Services (150), Capital Projects (200), Special Revenue (400), Debt Principal (500), Debt Interest (600) and Certificates of Participation (700) Funds. The Cash Flow report is updated monthly with the actual revenues deposited into and actual expenditures disbursed from the District’s cash accounts. It is important to note the revenues and expenditures are reported on a Cash Basis. This report is generated to demonstrate that the fire District maintains sufficient cash available to satisfy the projected expenditures budgeted over the course of the fiscal year.

2. Fund Account Bank Reconciliations.

The reconciliation of each of the District’s Fund Cash Accounts (General (100), Transport Services (150), Capital Projects (200), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds) between the Pinal County Treasurer’s monthly bank statement and the District’s Fund balance sheet report is provided. To signify Board approval of the monthly financial statements and bank reconciliations, the Board Chairman is requested to sign the attached Letter of Acceptance which will be kept on file at the District.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

*Monthly Financials provided under separate cover

Recommended Motion

“Motion to approve the February 2024 financial reports and bank reconciliations.”



Superstition Fire & Medical District
Governing Board Acceptance of Fire District's
Financial Statements and Bank Reconciliations

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **February 2024**:

1. Financial Statement
2. Bank Reconciliations
 - a. General (100) Fund
 - b. Transport Services (150) Fund
 - c. Capital Projects (200) Fund
 - d. Special Projects (400) Fund
 - e. Debt Principle (500) Fund
 - f. Debt Interest (600) Fund
 - g. Certificates of Participation (700) Fund

Kathleen Chamberlain, Board Chair

Date



February 2024

Governing Board Meeting – March 20, 2023

Agenda Item: 2

Agenda Item Title

Recognition of employee performance, achievements, and special recognition for community members.

Submitted By

Fire Chief John Whitney

Assistant Chief Brian Read

Assistant Chief Richard Mooney

Background/Discussion

This is a recurring monthly item to provide the Board with information concerning superior employee performance, achievements, and special recognition for community members.

March Service Anniversaries

12 Years of Service:

Captain / Paramedic **Ryan Ledbetter**

Captain / Paramedic **Dan Elliott**

Captain **Bryan Heun**

Captain / Paramedic **Lance Frawley**

Captain / Paramedic **Adam Rodriguez**

Engineer / Paramedic **Matt Perez**

Engineer / Paramedic **Ryan Philips**

Engineer / Paramedic **Brian Garten**

Firefighter **Wayne Emerson**

4 Years of Service:

Firefighter Recruit / Paramedic **Justin Elliott**



Go to Item 3

Go to Agenda

Governing Board Meeting – March 20, 2024

Agenda Item: 3

Agenda Item Title

Call to the Public

A.R.S. §38-431.01(H)

A public body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the public body.

At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda.

However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

Background / Discussion

Call to the Public is provided so citizens may address the public body (Governing Board) with matters concerning the fire district. Arizona public meeting law provides that the public body may discuss, consider, or decide only matters listed on the agenda and other matters related thereto. Since the public body will generally not know what specific matters may be raised at call to the public, they will be unable to act until the matter is placed on a subsequent meeting agenda (at the Board's discretion). The Board may also direct staff to follow up on the issue with the citizen.

Scheduled

None



[Go to Item 4](#)

[Go to Agenda](#)

Governing Board Meeting – March 20, 2024

Agenda Item: 4

Agenda Item Title

Consideration and possible approval of all consent agenda items as listed below:

- A. Board Meeting Minutes from February 21, 2024 – **Appendix A**
- B. Intergovernmental Agreement for provisions of Services by Pinal County Recorder and Elections Department - **Appendix B**
- C. Intergovernmental Agreement for Public Safety Training with The City of Mesa - **Appendix C**
- D. Intergovernmental Agreement for Public Safety Training with The City of Glendale - **Appendix D**
- E. Purchase of a Lucas Device – Chest Compression System – **Appendix E**

Background/Discussion

The consent agenda allows the Board of Directors (BOD) to consider contracts, purchases, and other routine administrative matters having authorized funding within the current fiscal year budget as a single decision. Items may be withdrawn from the consent agenda and discussed separately upon request by any member of the BOD or staff. Information for each consent agenda item and corresponding supporting document is within the packet.

Recommended Motion

“Motion to approve the consent agenda items for March 20, 2024.”



[Go to Item 5](#)

[Go to Appendices](#)

[Go to Agenda](#)

Governing Board Meeting – March 20, 2024

Agenda Item: 5

Agenda Item Title

Discussion and possible approval of Budget Planning and Tax Rate Approval for the Fiscal Year 2024/25 Preliminary Budget.

Submitted By

Fire Chief John Whitney
James Vincent Group

Background/Discussion

A high-level overview of the current plans for the Fiscal Year 2024/25 budget that includes options for accomplishing a range of strategic compensation and benefits and operational initiatives by fund will be provided for Board discussion and potential direction.

The Board will be asked to set the Tax Rates for Fiscal Year 2024/ 25 for planning purposes.

Financial Impact(s)/Budget Line Item

NA

Enclosure(s)

n/a

Recommended Motion

“Motion to approve the tax rate of \$3.69 per hundred dollars of secondary valuation for District operations, and \$0.125 special assessment related to the 2018 JPMorgan Chase Refinancing Bond for development of the Tentative Budget for Fiscal Year 2024/25.”



Go To Item 6

Go to Agenda

Governing Board Meeting – March 20, 2024

Agenda Item: #6

Agenda Item Title

Discussion regarding Board Room refresh and rework.

Submitted By

John Whitney, Fire Chief

Anna Butel, Administrative Services Director

Background/Discussion

The Board Room was designed and furnished in 2004, with very few changes since that time. The new carpet will be arriving soon and the opportunity to enhance the boardroom has come up.

Some of the concerns are:

- The room furniture is stationary making it difficult to use the room for other purposes
- If the public seating is kept holes will need to be drilled into the new carpet to replace the chairs
- And there is an opportunity to lay the furniture out more effectively

Financial Impact(s)/Budget Line Item

None currently

Enclosure(s)

N/a

Recommended Motion

No Motion



Go To Item 7

Go to Agenda

Agenda Item Title

Reports

Background / Discussion

This item is for the fire chief and his staff to share information with the Board of items occurring within, or related to, the fire district. Any item shared is for information only. Upon request of the Board, any item shared during this agenda item may be moved to the agenda for future meetings. Board discussion, other than clarifying questions, cannot occur and no action, position, or direction may occur until the specific item is placed on the agenda.

- **Senior Leadership Team**
- **Labor**

Recommended Motion:

N/A



Go to Item 8

Go to Agenda

Governing Board Meeting – March 20, 2024

Agenda Item: 8

Agenda Item Title

New Business / Future Agenda Items

Financial Impact

N/A

Enclosure(s)

N/A

Recommended Motion:

"TBD"



Go to Item 9

Go to Agenda

Governing Board Meeting – March 20, 2024

Agenda Item: 9

Agenda Item Title

Announcements and Document Signing

Background / Discussion

The BOD and staff may share and discuss items to be placed on future BOD agendas.

Recommended Motion:

N/A



Go to Item 10

Go to Agenda

Governing Board Meeting – March 20, 2024

Agenda Item: 10

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



[Go to Agenda](#)

Appendix A

A. Board Meeting Minutes from February 21, 2024

Submitted By

Board Secretary Sherry Mueller

Background / Discussion

The board meeting minutes of the previous meeting(s) are provided for the BOD to approve. If the BOD would like to discuss the minutes, they may be removed from the consent agenda. After approval, minutes are signed by the Clerk of the Board and kept as the official public record.

Financial Impact/Budget Line Item

N/A

Enclosure(s)

February 21, 2024 Board Meeting Minutes





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

Governing Board Meeting Minutes

FEBRUARY 21, 2024

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, FEBRUARY 21, 2024. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

[THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 PM.](#)

A. Call to Order

Chairman Chamberlain called the meeting to order at 5:30 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Ben Archer

C. Roll Call

Board Members in attendance were Clerk Connie Van Driel and Director Shawn Kurian. Chairman Kathleen Chamberlain attended via conference phone. Director Jeff Cross and Director Jason Moeller were not in attendance. Clerk Van Driel sat in as Board Chairman of this meeting.

Senior Leadership Team in attendance were Fire Chief John Whitney, Assistant Chief Brian Read, Assistant Chief Richard Mooney, Administrative Services Director Anna Butel, and Ben Archer with James Vincent Group. Also in attendance was Alena Sampson, Human Resources Manager sitting in as Board Secretary. Attorney William Whittington attended via conference phone.

1. Review and approval of the January 2024 financial reports and bank reconciliations.

Motion by Director Kurian to approve the January 2024 financial reports and bank reconciliations.

Seconded by Chairman Chamberlain

Vote 3 ayes, 0 nays, **MOTION PASSED.**

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

Regional Training Center
3700 East 16th Avenue
Apache Junction, AZ 85119

Fleet Services
1455 East 18th Avenue
Apache Junction, AZ 85119

2. Recognition of employee performance, achievements, and special recognition for community members.

February Anniversaries

24 Years of Service:

Fire Captain / Paramedic **Carlos Rivera**

15 Years of Service:

Fleet Services Manager **Vaughn Croshaw**

11 Years of Service:

Captain / Paramedic **Dave Endres**

Engineer **Monte Fuller**

Captain / Paramedic **Chris Furgeson**

5 Years of Service:

Firefighter / Paramedic **Matt Leon**

Firefighter **Ryan Markham**

2 Years of Service

Firefighter **David Tavares**

Firefighter **Max Gregor**

Firefighter **Haden Langenhorst**

Firefighter **Logan Garman**

Firefighter **Jordan Wilkes**

Firefighter **Erik Arbit**

1 Year of Service

Paramedic **Holly Bassett**

Firefighter Recruit **Mason Norvell**

Community Appreciation – Donations – Thank You

Residents of the West End of Gypsum

Raindance MHP

3. Call to the Public.

None

4. Consideration and possible approval of all consent agenda items listed below:

A. Board Meeting Minutes from January 17, 2024

B. Disposition of Surplus Property – Computer Equipment

C. 2024 Blues & Brews Festival Medical Staffing Agreement

D. Revised Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2023 / 2024 from the Pinal County Treasurer's Office

E. Renewal of Contract for Property / Casualty / Liability Insurance Service

F. ADOT Government Agency Electronic Data Access Agreement

G. Carpet and Tile Quote for SFMD Administration Building

H. 2024 Gold Canyon Golf Resort Event Fire Staffing Standby and Apparatus Agreement

Motion by Director Kurian to approve consent agenda items “A” – “G” for February 21, 2024.

Seconded by Chairman Chamberlain
Vote 3 ayes, 0 nays, **MOTION PASSED**

*Consent agenda item “H” was removed from the listing and not approved.

5. Discussion and update relating to the FY24/25 Budget Development.

High Level Budget Priorities

- Capital Improvement Fund
- Contractual Increases
- Compromised Staffing
- Cost of Living Increase
- Training
- Financial Reserves
- Rising costs – costs of goods and services

No Motion

6. Discussion and possible approval of Wells Fargo Authorized Representatives.

Motion by Director Kurian to approve changes to the Wells Fargo Authorized Representatives to remove Roger Wood, and add Anna Butel and Miki Klemesrud as authorized representatives.

Seconded by Chairman Chamberlain
Vote 3 ayes, 0 nays, **MOTION PASSED**

7. Senior Leadership Team Reports

Fire Chief Report

- Chief Executive Officer Program
 - Productive Labor/Management Practices
 - The Politics of Budgets
- Captain / Engineer Pre-Promo
- All-Staff, Budget Managers
- East Valley Fire Chiefs
- AJPD/SFMD Command Staff
- Paramedic Interviews
- Wildland Fire Mitigation & Management Consortium
- Arizona Commerce Authority
- AJ State of the City

Emergency Services

- Staffing and Deployment
 - 2024 Rebid Process
 - Special Event Staffing – February thru March
- Executive Staff Lunch SFMD/AJPD
- Professional Development Class
 - Conflict Resolution
- Unified Command for Lost Dutchman Marathon
 - Chief Pohlmann, Captain Fox, Chief Rocha
 - 3 Teams – Medic Unit, UTV, Brush
- Welcomed Southwest Fire Science Consortium and AZ Wildfire Initiative

Significant Incidents

1/20/2024 – Single vehicle off the side of SR88 on its roof. Extrication required – Vehicle stabilized and patient extricated. Patient flown to Honor Health Osborn for further evaluation and treatment

1/20/2024 – 2 & 1 Medical US60 and Mountain View – Wrong way driver, head-on collision. One patient trapped, extrication needed – 3 patients total, one immediate. Technical mechanical extrication performed. All 3 patients were transported to appropriate facilities

1/21/2024 – Down Motorcyclist on US60 – Patient was transported to Banner Desert as an immediate

1/22/2024 – 2 & 1 MVA US60 and Kings Ranch Road – 6 total patients – 3 delayed, 1 immediate, 2 minor. Patients transported to Banner Desert

1/24/2024 – 2 & 1 Medical – Car vs. Motorcycle – 1 delayed and 1 trauma code – Field termination initiated

1/27/2024 – Working attic fire – City of Mesa – SFMD units assisted PCSO with patient

2/3/2024 – Injured Base Jumper – Flyer Dutchman State Park – SFMD units assisted PCSO with patient

2/4/2024 – House fire – Gold Canyon – Crews performed a quick attack and gained fire control limiting extensions. No civilian or firefighter injuries

2/8/2024 – Working fire to mobile home – Quick knock down. The resident was transported for smoke inhalation. No firefighter injuries.

2/12/2024 – Working fire to a mobile home – Quick attack and knock down. The homeowner self-evacuated and denied any community services. No firefighter injuries

2/16/2024 – 2 & 1 Medical US60 & Meridian – One immediate patient was transported to Banner Desert, and one refused

- Monthly Incident Call Volume

Training

- EVR24-1 Pre-Academy
- EVRA Class 24-1
- Captain's Pre-Promotional Workshop
- Quarterly Ladder Training
- Captains Test Practical and Interviews at the VICC 2/26/2024 – 2/27/2024
- Crew Wildland refresher training 1st quarter
- SFMD Representing at regional training
 - Ladder quarterly – 2 TRT Members
 - TRT 200 Class – 3 members attending 5-week class
- Monthly and FYTD Training Hours

EMS

- EMS Committee Meeting
- Met with ELGARD heads-up CPR Device reps
- Presented Conflict Resolution course at Captain Pre-Promotional Preparation
- Continued the National Registry recertification process
- Attended the first session of the Chief Executive Officer Program (CEOP)
- Chief Pohlmann and Captain Fox represented SFMD at the Unified Command for the Lost Dutchman Marathon

Transportation Services

- Medicare Ambulance inflation factor 2.8%
- AZDHS Automatic Rate Increase 1.7%
- Hiring interviews for Paramedic
- AEMS Education Committee and Board of Governors Meeting
- Internal Meetings
 - EMS Committee, Shift Bid, Budget Managers, TSP Staffing
- Monthly Transportation Volume
- Transportation Services CON Compliance through January 2024

Support Services

Fire Prevention

Plan Reviews – 26

Inspections – 37

Citizen Requests or Assistance – 5

Environmental Requests, Permits, Concerns and Knox Box Assistance – 20

Community Risk Reduction

Community Events – 1

Fire Safety Presentations – 1

Car Seat Placements – 2

School Pub Ed Presentations – 0

AED/CCR Presentations - 7

- Marathon Meeting
- All Staff Meeting
- Local Emergency Planning Committee Meeting (LEPC)

- Comm Ops Meeting
- Special Events Meeting
- Brews & Blues Festival Meeting

Administrative Services

- DFFM Grant Submission – 261 Renovations
- UKG - ACA 1095-C completed and Nationwide Integration
- Captain Promotional – February 2024
- Engineer Promotional – April 2024
- Recruit Firefighter – April to June 2024
- Working on AFG for MCT’s – closes March 8th
- Technology Updates – Email Migration
 - Friday, March 1 – Monday March 4
 - Email will cut over from the Exchange mail server to the Microsoft 365 mail server on Friday, March 1
 - *Email will be unavailable until you are connected to the domain this includes your phone, iPad or laptop*
- PNI on site on Monday, March 4 and Thursday, March 8 if you can stop by Headquarters
- Two New Hires – both Paramedics

8. New Business / Future Agenda Items

None

9. Announcements / Document Signing

None

10. Adjourn

Motion by Director Kurian to adjourn the board meeting at 6:47 p.m.

Seconded by Chairman Chamberlain

Vote 3 ayes, 0 nays, **MOTION PASSED**

Governing Board Approval:

Board Clerk Connie Van Driel

Appendix B

b) Intergovernmental Agreement for provisions of Services by Pinal County Recorder and Elections Department

Submitted By

Fire Chief John Whitney

Human Resources Generalist / Board Secretary Sherry Mueller

Background/Discussion

In order to supply our District with Election and Voter Registration services, this Intergovernmental Agreement (IGA) must be completed.

Upon approval, the IGA will be returned to ensure that all statutory and legal requirements are met (by all parties), the signed IGA must arrive at the Pinal County Recorder's Office / Election's Office at least one hundred and fifty days prior to the Election Date.

Financial Impact(s)/Budget Line Item

N/A

Staff Recommendation:

Approval of the IGA

Enclosure(s)

Pinal County / Elections IGA



INTERGOVERNMENTAL AGREEMENT FOR ELECTIONS SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES (the “Agreement”) is entered into between the PINAL COUNTY BOARD OF SUPERVISORS, the PINAL COUNTY RECORDER, PINAL COUNTY ELECTIONS DEPARTMENT (collectively the “COUNTY”) AND Superstition Fire & Medical District, (the “Jurisdiction”). The County and the Jurisdiction may each be referred to individually as a “Party” or “party” and collectively as the “Parties” or “parties.”

WHEREAS, pursuant to A.R.S. §§11-952, 15-302(A)(7) and (A)(8), 16-205(C), 16-225, or 16-408(D), the governing body of any election district authorized to conduct an election may enter into an agreement with a County Board of Supervisors, County Election Department and County Recorder for election services with the contracted cost of such election to be a charge against the election district; and

WHEREAS, the County and Jurisdiction have determined that the use of certain services of the Pinal County Elections Department and the Pinal County Recorder’s Office is in the public interest; and

WHEREAS, the County is willing to provide election services to election districts wishing to conduct vote-by-mail elections, but, with the exception of state primary and general elections, will not provide election services to districts wishing to conduct district based in-person elections unless expressly required by state or federal statute; and

WHEREAS, the Jurisdiction wishes to enter into an agreement with the County for the provision of election services subject to the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Provision of Election Services.** The County hereby agrees to provide election services to the Jurisdiction for all consolidated election dates set forth by A.R.S. §16-204 during the effective term of the Agreement. This Agreement shall apply to all categories of elections including but not limited to, primary, general, special and recall elections. Services to be provided by the County, and those that remain the responsibility of the Jurisdiction, are set forth in Section 2 of this Agreement.

2. **Parties’ Responsibilities.**
 - a. **The services provided by the Pinal County Election Department are:**
(* indicates that responsibility rests with the Election Department only if the Elections Department is acting as the filing officer and is required by Arizona Revised Statutes Titles 11, 15, 16 or 19):

1. Prepare ballot formats to be approved by the Jurisdiction.
2. Provide sample ballots with the District measure positions according to precincts within the boundaries of a District.
3. Provide sample ballots, if required, for public distribution and issue them through the District.
4. Provide ballots to be used in each precinct.
5. Conduct logic and accuracy testing required by state law and publishing all legal notices required therewith.
6. **Provide nominating petitions and other necessary information to prospective candidates for board positions if acting as the filing officer pursuant to Arizona Revised Statutes.
7. **Accept candidates' nomination documents for filing if acting as filing officer pursuant to Arizona Revised Statutes.
8. **Accept candidates' financial disclosure statements if acting as filing officer pursuant to Arizona Revised Statutes.
9. **Accept all campaign statements and expenditure reports from candidates and/or candidates' campaign committees if acting as filing officer pursuant to Arizona Revised Statutes.
10. Prepare and issue certificates of election to candidates declared to be elected.
11. Tally official results of the election(s), utilizing paper ballots or electronic ballot counting equipment.
12. Cause the precinct election boards to utilize manual or electronic copies of precinct registers, prepared from the records of the County Recorder, for the purpose of identifying the elector qualified to vote in the current election.
13. Hire and train poll workers.
14. Administer hand count audit as required by A.R.S. § 16-602.

15. Administer post-election logic and accuracy testing.

16. The filing officer shall canvass the results of the election pursuant to Arizona Law.

b. The services provided by the County Recorder are:

1. Provide copies of precinct registers of qualified electors for precincts contained partially or wholly within the District limits. Said registers shall be prepared from the voter registration records of the County Recorder.

2. Early Voting

By checking this box, the Jurisdiction authorizes Pinal County to handle all early voting functions.

By checking this box, the Jurisdiction indicates that it will be handling all Early Voting functions. The Recorder will continue to provide the following:

- a. A list of qualified electors who are eligible to vote early. Such lists are to be used solely by the Jurisdiction for Early Voting, or such other election related purposes as ay be authorized by law.
- b. A list of active early voters within the Jurisdiction that are to be automatically be mailed an early ballot. Such lists will be generated from the voter registration records of the County Recorder.

3. Perform signature verification on ballot affidavits and provisional ballots.

c. Obligation of the Jurisdiction. The Jurisdiction agrees to:

1. Provide the County Elections Department with a certification of the measures to appear on the official ballot for the Special/Regular election.

2. Return the 210 day Notice of Election to the Elections Department indicating whether the current election will be in person, or vote by mail within 180 days of the election called by the Jurisdiction. If by mail, fees will be charged pursuant to the current Elections Department Fee Schedule. Failure to respond by the date that is 180 days before the election will have the effect of placing the Jurisdiction's election on the next consolidated election date pursuant to A.R.S. 16-204.

3. Provide a certified list of measures and the order of appearance of the measures to the County Elections Department ninety (105) days prior to the election.

4. Provide nomination petitions and other necessary information to prospective candidates for board or council positions.
 5. Publish all legal notices in connection with jurisdictional election with the exception of the logic and accuracy test notification as described in Section 2(a)(5) of this Agreement.
 6. If the jurisdiction chooses to conduct their own early voting, provide the County Recorder, upon receipt and prior to processing early ballots, copies of the complete Applications of Early Ballots for signature comparison by the County Recorder or other officer in charge of elections as required by A.R.S. § 16-550(A). These copies can be provided by mail, hand delivery, or fax.
 7. Pay to County, on a reimbursable basis, all costs of personnel, election material, and supplies extended by county pursuant to this Agreement. The Jurisdiction will make said payment to County within thirty (30) days after presentation by county of demand for said payment.
 8. If the Jurisdiction chooses to conduct their own early voting, a list of all “inactive status” electors who voted in the election pursuant to A.R.S. §16-583 shall be provided to the County Recorder.
 9. Agree to be point of contact in investigating conditional provisional ballots.
3. **Limitation on Eligible Elections.** It is understood and agreed that the services to be provided pursuant to this Agreement shall be provided exclusively for vote-by-mail elections with the exception of state primary and general elections and elections expressly required by state or federal statute to be conducted in person. It shall be the responsibility of the Jurisdiction to establish the legal basis for a requirement that an election is required by state or federal statute to be conducted in person. The County may, in its sole discretion, decline to provide services for any election that it concludes is not required to be conducted in person. The County will not provide services for exclusively vote-by-mail elections during the state and primary general elections, or any special election called by the legislature, which requires in person voting.
4. **Cancellation of Certain Elections.** As provided in A.R.S. §16-410, if the number of candidates is less than or equal to the number to be elected, the Pinal County Board of Supervisors, may cancel the election no earlier than one hundred five (105) days before the election and appoint the person(s) who filed the nomination petition/paper to fill the position(s). The County shall place all such races on a Pinal County Board of Supervisors agenda for approval of cancellation unless written notice from the Jurisdiction is received by the County Officer in Charge of Elections on or before one hundred twenty (120) days before the election.

5. **Compensation.**

- a. **Fees.** The Jurisdiction shall compensate the County for election services provided pursuant to the Agreement in accordance with the fees set forth in the most current fiscal year Election/Voter Registration section of the Pinal County District Fee Schedule. Any additional services required by the Jurisdiction will result in additional charges. Additional services include, but are not limited to, the following: court preparation, court appearances, supplemental mailings, recounts, or any service which will cause the County to incur increased costs or expenses. In the event that additional services are requested, the Jurisdiction should refer to unit hourly pricing information set forth on the fee schedule. The County reserves the right to adjust election service fees annually or otherwise at any time during the effective term of this Agreement notice of which will be posted on the County's website. Revised fee schedules will supersede prior fee schedule and be incorporated in this Agreement at the time of revision.
- b. **Late Fees.** Payment in full for all costs associated with the provision of services pursuant to this Agreement shall be made no later than thirty (30) days following the date of the election. In the event that the required payment is not made by the due date deadline specified herein, the County shall impose a late charge of 2% of the unpaid balance for each 30-day period or portion thereof following the specified deadline for which any portion of the required payment, including unpaid late charges, remains unpaid.
- c. **Termination.** Failure to make payments as required by this Section shall be deemed a material breach of this Agreement and shall be grounds for termination of this Agreement pursuant to Section 8 of this Agreement.

6. **Conduct of Elections.** While the County will use its best efforts to provide election services pursuant to the Agreement in a capable and competent manner, it shall ultimately be the responsibility of the Jurisdiction to confirm that all legal requirements have been met and that all other activities related to a given election are carried out as required. Upon request, the County will provide to the Jurisdiction, in advance, all forms, schedules, documents, and other information pertaining to each election conducted pursuant to this Agreement for the Jurisdiction's review and approval. The Jurisdiction may provide to the County all informational materials or other election-related documents generated by the Jurisdiction for review by the County prior to the distribution of such materials or documents.

7. **Term of Agreement.** This Agreement shall become effective on the next day after the last party has signed the agreement and shall will expire on December 31, 2026.

8. **Termination.**

- a. **Unilateral Termination.** This Agreement may be terminated by either party upon thirty (30) days written notice to the other Party of intent to terminate and specify the termination date, provided, however, that this Agreement may not be unilaterally terminated by either party within ninety (180) days of the date of the election for which the County would otherwise be providing services pursuant to this Agreement. Any termination of this Agreement shall not relieve the Jurisdiction of its responsibility for costs incurred prior to the effective date of the termination.
- b. **Termination by Mutual Agreement.** This Agreement may be terminated at any time by mutual agreement of the parties.
- c. **Termination for Breach.** In the event of a breach of any term or condition of this agreement, the Party claiming breach shall provide written notice to the other Party specifying the factual basis for the claim that a breach has occurred. If the breach is not remedied within fifteen (15) days after notice is mailed to the Breaching Party at the address provided herein, the Non-breaching Party may terminate this Agreement without further notice.

9. **Conflict of Interest.** This Agreement is subject to the cancellation provisions of A.R.S. §38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

10. **Non-appropriation of Funds.** The parties recognize that the County and Jurisdiction are governmental entities and this Agreement's validity is based upon the availability of public funding. In the event public funds are not appropriated for the performance of either or both parties' obligations under this Agreement, then the County or Jurisdiction, as appropriate, shall notify the other party in writing of any such non-allocation of funds at the earliest possible date, and this Agreement shall automatically expire without penalty to either party. If the County's or Jurisdiction's allocation of funds are reduced, then the scope of this Agreement may be reduced, if appropriate, or this Agreement may be cancelled without further duty or obligation of either party.

11. **Non-Discrimination.** The Parties shall comply with the Office of the Arizona Governor Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, nation origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the American's With Disabilities Act (ADA).

12. **E-Verify; Governmental Procurement.** The parties hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees and with the requirements of

A.R.S. §23-214 and 41-4401 (together the “state and federal immigration laws”). A breach of the foregoing warranty shall be deemed a material breach of this Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

The Parties further agree to ensure that each subcontractor that performs any work under this Agreement, likewise complies with the state and federal immigration laws at all times during the term of this Agreement.

The Parties retain legal right to inspect the papers of any contractor or subcontractor in order to verify such party’s compliance with the state and federal immigration laws.

13. **Indemnification.** To the fullest extent permitted by law, each Party (as “indemnitor”) agrees to indemnify, defend and hold harmless the other Party, its departments, officers, officials, agents and employees (collectively “Indemnitee”) without limitation from and against any and all claims, damages, losses, liabilities, fees, fines, costs, or expenses (including, but not limited to attorney fees, court costs, and cost of appellate proceedings) relating to, arising from, resulting from or alleged to have arisen from or resulted from this Agreement. Indemnitor’s duty to defend, indemnify and hold harmless Indemnitee shall arise in connection with any and all claims, damages, losses, liabilities, fees, fines or expenses, that are attributable to bodily injury, personal injury, sickness, disease, death, or damage to, or destruction of tangible or intangible property including the loss of therefrom caused in whole or in part by any act, error, mistake or omission of Indemnitor, its departments, officers, officials, employees, agents, vendors, subcontractors or anyone for whose acts Indemnitor may be liable. Indemnitor agrees to waive all rights of subrogation against Indemnitee. The obligations under this Paragraph shall survive the termination of this Agreement.
14. **Property Disposition.** The parties do not anticipate the joint acquisition of property attributable to the exercise of each party’s duties and obligations pursuant to this Agreement. Any property acquired during the term of this Agreement shall be returned to the purchasing party no more than thirty (30) calendar days from the effective date of termination of this Agreement.
15. **Governing Law.** This Agreement and any and all exhibits, attachments, amendments and addendums shall be construed under the laws of the State of Arizona and by applicable federal statute. Any changes in governing laws, rules and regulations that do not materially affect this Agreement will apply during the term of this Agreement and will not require an amendment.
16. **Material Change in Law, Rule or Regulation.** In the event of adoption of legislation, regulations, or instruction or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among parties hereto, either party may propose amendments to this Agreement to bring

this Agreement into conformity with such laws. If the parties are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either party may terminate this Agreement upon written notice to the other party.

17. **Compliance with Law.** The parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws. Non-compliance with any election law shall be deemed a material breach of this Agreement and the party who breaches may be subject to penalties up to and including termination of this Agreement.

18. **Severability.** In the event that any portion of this Agreement or application thereof to the County, District, person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement, which can be given effect, without the invalid provision or application and to the end of the provision declared severable.

19. **Waiver.** A party's failure or neglect to enforce any term, covenant, condition, right or duty in this Agreement does not constitute a waiver of any term, covenant, condition, right or duty nor is deemed to be a waiver of that party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the party granting it. NO single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a party of any term, covenant, condition, right or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right or duty.

20. **Alternate Dispute Resolution.** Pursuant to A.R.S. § 12-1518, disputes under this Agreement may be resolved through the use of arbitration.

21. **Waiver of Jury Trial.** The parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.

22. **Notices.** All notices required by this Agreement, such as notice of termination, shall be sent by U.S. certified mail, return receipt requested, or delivered by hand to the party at the address indicated or such other address requested by notice to the other party. A notice shall be considered given when received. All communications regarding services provided pursuant to this Agreement shall be directed to the following:

<p>COUNTY:</p> <p>Kelly Pile</p> <p>Elections Operations Manager</p> <p>168 S. Main Street Coolidge, AZ 85128</p> <p>(520)866-7550</p> <p>kelly.pile@pinal.gov</p>	<p>JURISDICTION:</p> <p>Contact: <u>Sherry Mueller</u></p> <p>Title: <u>Human Resources Generalist</u></p> <p>Mailing Address: <u>565 N. Idaho Road</u> <u>Apache Junction, AZ 85119</u></p> <p>Phone: <u>(480) 982-4440 x-131</u></p> <p>E-Mail: <u>Sherry.Mueller@sfmd.az.gov</u></p>
---	--

23. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Agreement are part of this Agreement as if fully set forth herein.
24. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees.
25. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against the County or the Jurisdiction. This Agreement is not intended to benefit any third party.
26. **Assignment.** No party to this Agreement may assign any of its rights or responsibilities under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other parties. No party may delegate any performance under this Agreement, except with the prior written consent of the other parties. Any purported assignment of rights or delegation of performance in violation of this paragraph is void.
27. **Parol Evidence.** This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this Agreement.
28. **Waiver.** A party's failure or neglect to enforce any term, covenant, condition, right or duty in this Agreement does not constitute a waiver of any term, covenant, condition, right or duty, or is it deemed to be a waiver of that party's rights or remedies under this Agreement.

A waiver or extension is only effective if it is in writing and signed by the party granting it. No single or partial exercise of any right or remedy will preclude any other of further exercise of any right or remedy. One or more waivers by a party of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right or duty.

29. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each of the Parties may sign any number of copies of this Agreement. Each signed copy shall be deemed an original, but all of them together shall represent one and the same agreement.

30. **Entire Agreement.** This Agreement contains the entire, integrated agreement of the parties and there are no oral agreements, understandings or representations relied upon by the parties. This Agreement supersedes all prior negotiations, representations or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all parties.

31. **Legal Agreement.** This Agreement is a binding legal document, and each Party warrants that it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.

32. **Binding Effect.** This agreement shall not be legally binding upon either party until signed by the Pinal County Recorder, Pinal County Chair of the Board of Supervisors, and the Jurisdiction.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

APPROVALS:

COUNTY:

Pinal County Chairman of the Board of Supervisors

Date

Pinal County Recorder

Date

ATTEST:

Clerk of the Board of Supervisors

Date

APPROVED AS TO FORM:

Deputy County Attorney

Date

JURISDICTION:

Signature

Date March 20, 2024

Kathleen Chamberlain, Board Chairman
Printed Name and Title

Appendix C

c) Intergovernmental Agreement for Public Safety Training with The City of Mesa

Submitted By

Deputy Chief Cranmer

Background/Discussion

There are two training facility IGA's recommended for approval. SFMD utilizes regional training facilities to enhance annual firefighter training and entry level recruit firefighter training. These regional training facilities ensure firefighters across our region have consistent training, fostering better communication and collaboration during emergencies. This standardized training improves overall firefighting effectiveness and public safety.

Financial Impact(s)/Budget Line Item

None

Enclosure(s)

- Mesa Intergovernmental Agreement for Public Safety Training



INTERGOVERNMENTAL AGREEMENT FOR FIRE SERVICE TRAINING

This Intergovernmental Agreement ("Agreement") is entered into and made effective this _____ day of _____, 2024 (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, statues, 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

{00503483.1}

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: _____

{00503483.1}

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: _____

{00503483.1}

{00503483.1}

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: _____

{00503483.1}

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

By: _____
Kathleen Chamberlain
Board Chair

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

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>

{00503483.1}

Cost	Base cost - \$1,340.00 per student Base cost with optional live burn - \$1,840.00 per student
------	--

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

{00503483.1}

	<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

{00503483.1}

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.

{00503483.1}

**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

{00503483.1}

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

Appendix D

d) Intergovernmental Agreement for Public Safety Training with The City of Glendale

Submitted By

Deputy Chief Cranmer

Background/Discussion

There are two training facility IGA's recommended for approval. SFMD utilizes regional training facilities to enhance annual firefighter training and entry level recruit firefighter training. These regional training facilities ensure firefighters across our region have consistent training, fostering better communication and collaboration during emergencies. This standardized training improves overall firefighting effectiveness and public safety.

Financial Impact(s)/Budget Line Item

None

Enclosure(s)

- Glendale Intergovernmental Agreement for Public Safety Training



**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 “Agencies,” and sometimes referred to individually as “Participant” or “Agency”). Collectively, the City and the Agencies shall be designated as “Parties”. 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 Agencies 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 all 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 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 sufficient to 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.

2. Termination and Cancellation:

Any Agency at their convenience, by written notice, may terminate their participation in this Agreement in whole or in part by providing thirty days (30) written notice to the City. The City, by written notice, may terminate its participation in this Agreement in whole or in part by providing thirty days (30) written notice to the other Agencies. If this Agreement is terminated, the Agency, will be liable under the provisions of this contract for services and material rendered and accepted and the City will be liable for any refund of payment for services paid for but not received if the City terminates the Agreement. 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, any Party may terminate their participation in 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 any Party.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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:

14.1 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,

14.2 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.

14.3 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, each respective Agency will pay the amount identified in the Fire Service Training Menu, Exhibit A, for each of its employees that attend 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 Parties (each as an "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 set forth in Exhibit D.

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.

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 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.

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.

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 & 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 & 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 FOUNTAIN HILLS, a municipal corporation

By: _____
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 FOUNTAIN HILLS

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.

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:

Kristi Passarelli, City Clerk

APPROVED AS TO FORM:

Robert Wingo, 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.

LUKE AIRFORCE BASE FIRE DEPARTMENT

By: _____
Darnell Walls, 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: _____

LUKE AIRFORCE BASE FIRE DEPARTMENT

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.

DEPARTMENT OF PUBLIC SAFETY (DPS)

By: _____
Colonel Jeffrey Glover, Director

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: _____

DEPARTMENT OF PUBLIC SAFETY (DPS)

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.

MARICOPA COUNTY SHERIFF’S OFFICE

By: _____
Chief Deputy Russ Skinner

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: _____

MARICOPA COUNTY SHERIFF’S OFFICE

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.

TOWN OF WICKENBURG POLICE DEPARTMENT, a municipal corporation

By: _____
Les Brown, Chief of Police

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 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.

Firefighter Recruit Training (14-Week Recruit Training Academy)	
Course Overview	Description
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"> ▪ 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

	<ul style="list-style-type: none"> ▪ Violent Incident Training ▪ Extinguishers ▪ Cancer Awareness & prevention ▪ Safety ▪ Professional Standards ▪ Firefighter Survival ▪ Urban Interface ▪ Mental Health / Peer Support
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"> ▪ 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 who 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 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

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,

EXHIBIT C – AUTOMATIC AID SYSTEM PARTICIPANTS

PARTICIPANT		DATE APPROVED
1	Arizona Fire and Medical Authority	
2	Avondale Fire and Medical	
3	Buckeye Fire and Medical	
4	Chandler Fire Department	
5	Daisy Mountain Fire and Medical	
6	El Mirage Fire Department	
7	Fountain Hills Fire Department	
8	Gilbert Fire Department	
9	Glendale Fire Department	
10	Goodyear Fire Department	
11	Guadalupe Fire Department	
12	Luke Air Force Base Fire Department	
13	Maricopa Fire Department	
14	Mesa Fire and Medical Department	
15	Peoria Fire-Medical Department	
16	Phoenix Fire Department	
17	Queen Creek Fire & Medical Department	
18	Rio Verde Fire District	
19	Scottsdale Fire Department	
20	Sun City Fire & Medical Department	
21	Superstition Fire & Medical District	
22	Surprise Fire-Medical Department	
23	Tempe Fire Medical Rescue Department	
24	Tolleson Fire Department	
25		
26		

EXHIBIT C – OTHER TRAINING PARTICIPANTS

PARTICIPANT		DATE APPROVED
1		
2		

EXHIBIT C – OTHER TRAINING PARTICIPANTS FOR PD SIDE

PARTICIPANT		DATE APPROVED
1	Department of Public Safety (DPS)	
2	Maricopa County Sheriff’s Office (MCSO)	
3	Wickenburg Police Department	

EXHIBIT D – AGENCIES CONTACT INFORMATION

AGENCY CONTACT INFORMATION	
Arizona Fire and Medical Authority 18818 N. Spanish Garden Drive Sun City West, AZ 85375	Attn: Mark Burdick, Fire Chief Phone: 623.544.5499 Fax: 623.544.5455
Avondale Fire and Medical 125 S. Avondale Blvd. Suite 100 Avondale, AZ 85323	Attn: Larry Rooney, Fire Chief Phone: 623.333.6101 Fax: None
Buckeye Fire and Medical 21699 N. Yuma Rd., Ste. 101 Buckeye, AZ 85326	Attn: Jake Rhoades, Fire Chief Phone: 623.349.6723 Fax: 623.349.6750
Chandler Fire Department P.O. Box 4008, Mail Stop 801 Chandler, AZ 85244	Attn: Tom Dwiggin, Fire Chief Phone: 480.782.2136 Fax: 480.782.2125
Daisy Mountain Fire and Medical 41018 N. Daisy Mountain Dr. Anthem, AZ 85086	Attn: Brian Tobin, Fire Chief Phone: 623.465.7400 x 120 Fax: 623.551.5265
El Mirage Fire Department 13601 N. El Mirage Rd. El Mirage, AZ 85335	Attn: Mike Long, Fire Chief Phone: 623. 251.3509 Fax: 623. 583.8257
Fountain Hills Fire Department 16426 E Palisades Blvd Fountain Hills, AZ 85268	Attn: Dave Ott, Fire Chief Phone: 480.837.9820 Fax: 480.837.3145
Gilbert Fire Department 85 E. Civic Center Drive Gilbert, AZ 85296	Attn: Rob Duggan, Fire Chief Phone: 480.503.6332 Fax: 480.503.6360
Glendale Fire Department 11550 W. Glendale Ave Glendale, AZ 85307	Attn: Ryan Freeburg, Fire Chief Phone: 623.930.4401 Fax: 623.847.5313
Goodyear Fire Department 14455 W Van Buren St. E-102 (P.O. Box 5100) Goodyear, AZ 85338	Attn: Paul Luizzi, Fire Chief Phone: 623.882.7109 Fax: None
Guadalupe Fire Department 9241 S. Avenida Del Yaqui Guadalupe, AZ 85283	Attn: Wayne Clement, Fire Chief Phone: 480.505.5389 Fax: None
Luke Air Force Base Fire Department 20340 N. Estrella Pkwy Maricopa, AZ 85139	Attn: Darnell Walls, Fire Chief Phone: 623.856.7424 Fax: 623.856.3004
Maricopa Fire Department 20340 N. Estrella Pkwy Maricopa, AZ 85139	Attn: Brad Pitassi, Fire Chief Phone: 520.494.2399 Fax: 520.568.1415
Mesa Fire and Medical Department 13 W. 1st Street Mesa, AZ 85201	Attn: Mary Cameli, Fire Chief Phone: 480.644.2101 Fax: 480.644.4460

Peoria Fire-Medical Department 8401 West Monroe Street Peoria, AZ 85345	Attn: Gary Bernard, Fire Chief Phone: 602.354.6420 Fax: 602.773.7294
Phoenix Fire Department 150 S. 12 th Street Phoenix, AZ 85034	Attn: Mike Duran, Fire Chief Phone: 602.256.3189 Fax: None
Queen Creek Fire & Medical Department 22358 S. Ellsworth Road Queen Creek, AZ 85142	Attn: Vance Gray, Fire Chief Phone: 480.358.3372 Fax: 480.358.3133.
Rio Verde Fire District 25608 N. Forest Road Rio Verde, AZ 85263	Attn: Scott Krushak, Fire Chief Phone: 480.361.3573 Fax: 480.471.1821
Scottsdale Fire Department 8401 E. Indian School Road Scottsdale, AZ 85251	Attn: Tom Shannon, Fire Chief Phone: 480.312.1821 Fax: 480.312.1887
Sun City Fire & Medical Department 18602 N. 99th Avenue Sun City, AZ 85373-1436	Attn: Rob Schmitz, Acting Fire Chief Phone: 623.974-2321 Fax: 623.972.1996
Superstition Fire & Medical District 565 N. Idaho Road Apache Junction, AZ 85119-4014	Attn: John Whitney, Fire Chief Phone: 480.982.4440 x121 Fax: 480.982.0183
Surprise Fire-Medical Department 14250 W. Statler Plaza Ste. 101 Surprise, AZ 85374	Attn: Brenden Espie, Fire Chief Phone: 623.222.5027 Fax: 623.222.5001
Tempe Fire Medical Rescue Department 1400 E. Apache Blvd, 85281 Tempe, AZ 85280	Attn: Greg Ruiz, Fire Chief Phone: 480.858.7212 Fax: 480.858.7214
Tolleson Fire Department 203 N. 92nd Avenue Tolleson, AZ 85353	Attn: Rudy Mendoza, Interim Fire Chief Phone: 623.936.2742 Fax: None

Department of Public Safety (DPS) 2222 W. Encanto Blvd. Phoenix, AZ 85009	Attn: Col. Jeffrey Glover, Director Phone: 602.223.2000 Fax: None
Glendale Police Department 6835 N 57th Drive Glendale, AZ 85301	Attn: Chris Briggs, Chief of Police Phone: 623.930.3059 Fax:
Maricopa County Sheriff's Office (MCSO) 550 West Jackson Phoenix, AZ 85003	Attn: Chief Deputy Russ Skinner Phone: 602.876.1000 Fax:
Wickenburg Police Department 1980 W Wickenburg Way Wickenburg, AZ 85390	Attn: Les Brown, Chief of Police Phone: 928.684.5411 Fax: 928.259.2416

Appendix E

e) Purchase of a Lucas Device – Chest Compression System

Submitted By

John Whitney, Fire Chief

Dave Pohlman, Battalion Chief

Background/Discussion

Currently, SFMD has 5 Lucas Compression Devices on the frontline apparatus. E265 does not have one. By adding this one all frontline units will have the device.

These devices have been proven in the effective treatment of cardiac arrest and are essential for our first responders.

Financial Impact(s)/Budget Line Item

\$28,343.45

Enclosure(s)

Quote





Lucas Device

Quote Number: 10848752

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: SUPERSTITION FIRE AND MED DISTRICT

Rep: April Overlin

Attn:

Email: april.espinoza@stryker.com

Phone Number: 602-620-4294

Quote Date: 03/12/2024

Expiration Date: 06/10/2024

Contract Start: 01/11/2024

Contract End: 01/10/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	SUPERSTITION FIRE AND MED DISTRICT	Name:	SUPERSTITION FIRE AND MED DISTRICT	Name:	SUPERSTITION FIRE AND MED DISTRICT
Account #:	20192665	Account #:	20192665	Account #:	20192665
Address:	1555 E 18TH AVE APACHE JUNCTION Arizona 85119	Address:	1555 E 18TH AVE APACHE JUNCTION Arizona 85119	Address:	1555 E 18TH AVE APACHE JUNCTION Arizona 85119

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	PCE	1	\$17,413.05	\$17,413.05
2.0	11576-000060	LUCAS Desk-Top Battery Charger	PCE	1	\$1,352.85	\$1,352.85
3.0	11576-000071	LUCAS External Power Supply	PCE	1	\$428.04	\$428.04
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	PCE	3	\$804.75	\$2,414.25
Equipment Total:						\$21,608.19

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
5.1	LUCAS-FLD-PROCARE	LUCAS 3, 3.1 for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device 01/12/2024 - 01/11/2027 Parts, Labor, Travel Preventative Maintenance Batteries Service	1	\$4,383.45	\$4,383.45
ProCare Total:					\$4,383.45

Price Totals:



Lucas Device

Quote Number: 10848752

Version: 1

Prepared For: SUPERSTITION FIRE AND MED DISTRICT

Attn:

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

April Overlin

Email:

april.espinoza@stryker.com

Phone Number:

602-620-4294

Quote Date: 03/12/2024

Expiration Date: 06/10/2024

Contract Start: 01/11/2024

Contract End: 01/10/2025

Estimated Sales Tax (9.100%):	\$1,966.35
Freight/Shipping:	\$385.46
Grand Total:	\$28,343.45

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.