

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF GILBERT
AND
THE CITY OF Maricopa
FOR FIRE SERVICE TRAINING**

Gilbert Contract No. _____
Maricopa Contract No. _____

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2025, by and between the Town of Gilbert, for and on behalf of the Gilbert Fire and Rescue Department (“the Town”), and the City of Maricopa, for and on behalf of the Maricopa Fire/Medical Department (“the Agency”). Throughout this Agreement, the Town and the Agency individually may be referred to as “Party” and may be referred to collectively as “Parties” to this Agreement.

RECITALS

WHEREAS, the Parties are authorized pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-951, et. seq., and the respective provisions of their Town/City charters, if any, and related code and ordinances to enter into intergovernmental agreements to carry out public agency services; and

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

WHEREAS, it is the desire of the municipalities, governmental jurisdictions, agencies, and fire districts participating in this Agreement to work together for mutual benefit of the public, Agency’s community and all of the Agency’s personnel; and

WHEREAS, the Agency desires to participate in Gilbert Fire and Rescue Department Fire Service Training in order to more effectively provide emergency fire, medical, and other services; and

WHEREAS, the Town desires the participation of Agency to more effectively provide emergency fire, medical, and other services; and

NOW 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:

AGREEMENT

ARTICLE I. PURPOSE

The Parties desire to enter into this Agreement for the purpose of enabling them to conduct and participate in fire service training hosted by Town. 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 and training.

ARTICLE II. STATEMENT OF SERVICES

1. Fire Service Training:

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

2. Availability of Training:

Nothing in this Agreement creates an obligation or otherwise requires Town to host training or to provide an opportunity in any particular training class to Agency.

3. Training Records:

Town 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. Town will maintain records of lesson plans, class rosters, and other documentation common to the class when the law, fire service standards, or best practices require or make reasonable and prudent the preservation of such information.

4. Equipment and Assistance with Training:

4.1 Town shall specify the equipment and materials ("Required Equipment") that Agency must provide to its employees, or that Agency employees must have to participate in any training program. 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 Town 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 Town, the Agency will allow the Town 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 Town reserves the right, in its sole discretion, to determine whether Agency employees are maintaining the minimum requirements necessary to continue in the training. 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 Agency.

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

6. AGENCY RESPONSIBILITIES:

Agency agrees to be responsible for ensuring that their employees sent to Town premises or training locations 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 thoroughly familiar with the type of exercise and physical ability necessary to participate and represents that, to the best of its knowledge, the health and physical condition of all Agency employees participating is excellent and that they are capable of undertaking this training

- 6.2 Agency warrants that all Agency 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 Agency agrees that prior to receiving Town fire training services training or utilizing a Town facility for training, Agency employees must sign and submit an Assumption of Risk and Release Waiver Town of Gilbert Fire and Rescue Department Training Form, Exhibit B.
- 6.4 While on Town premises and at any other time or place during which Training Services or other activity pursuant to this Agreement is being conducted, Agency warrants their 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 Town.
- 6.5 Agency will ensure that Agency's 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-Town-owned training site location and the Agency.

For Paramedic Training clinical rotations, Town will provide the necessary academic instruction. Additionally, Town will assist and track students with the required record-keeping, which is reviewed weekly, to include patient assessment areas, skills completed, hours worked, student and preceptor evaluations, and documentation of all patient contacts. Town staff available to the students throughout the clinical training includes the Program Director, Clinical Coordinator, Program Coordinator, and any additional EMS staff assigned to the paramedic class. Student identification badges, access to electronic record-keeping, or paper records for the students to track all of the required hours, skills, and assessments to meet CAAHEP, CoAEMSP and AZDHS requirements will be provided by Town.

However, the insurance, indemnification, and decisions about agreeing to site-specific background checks and policies will be the responsibility of Agency, as evidenced through separate agreements.

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 (5) years, or until terminated by formal act of the Parties. Agreement shall automatically renew for additional five (5) year terms under the same terms and conditions, including any adopted amendments in effect at the time of renewal

2. Termination and Cancellation:

Either Party at their convenience, by written notice, may terminate this Agreement, in whole or in part, by providing thirty days (30) written notice to the other Party. If Agreement is terminated, the Agency will be liable under the provisions of this contract for services and materials rendered and accepted. In addition, the Parties acknowledge that this Agreement is subject to the cancellation by either party pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each Party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. Governing Law; Forum; Venue:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to 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 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 and every provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either Party, the Agreement shall be amended to make such insertion or correction.

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

5. Third-Party Beneficiary Clause:

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

6. Fund Appropriation Contingency:

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

7. No Joint Venture:

No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.

8. Assignment and Delegation:

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by either Party without the prior written consent of both Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

9. Independent Contractor Status:

To the extent required by law, the Parties agree that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, neither Agency nor any of Agency's agents, employees or helpers will be deemed to be the employee, agent, or servant of Town.

10. Workers' Compensation:

To the extent required by law, and pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits.

11. Severability:

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

12. Compliance with Laws:

The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If

a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

13. Drug Free Workplace:

The Parties will comply with the Drug Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

14. Immigration Requirements:

To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

15. Legal Worker Requirements:

To the extent applicable by law, the Agency is prohibited by A.R.S. § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, the Town shall ensure that:

15.1 To the extent applicable by law, each subcontractor the Town uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214.

15.2 To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by Agency.

15.3 To the extent applicable by law, Agency will have the legal right to inspect the papers of Town and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

16. Confidentiality and Data Security:

16.1 All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Agency from Town in connection with this Agreement is confidential, proprietary information owned by Town. Except as specifically provided in this Agreement, Agency will not disclose data generated in the performance of the Services to any third person without the prior written consent of Town.

16.2 Personal identifying information, financial account information, or restricted Town information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Agency must encrypt and/or

password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted Town information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

16.3 In the event that data collected or obtained by the Agency in connection with this Agreement is believed to have been compromised, Agency will notify Town immediately. Agency agrees to reimburse Town for any costs incurred by Town to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

16.4 Agency agrees that the requirements of this Section will be incorporated into all subcontractor/sub consultant agreements entered into by Agency. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

16.5 The obligations of Agency under this Section will survive the termination of this Agreement.

ARTICLE V. PAYMENTS

1. Payment and Fees:

Agency will pay the amount identified in the Fire Service Training Menu, Exhibit A, for each Agency employee that attends training. The Parties, by and through their respective Fire Chief, shall execute a separate written agreement for each training listing specific terms that Agency shall pay to Town for training that falls under the terms of this Agreement. Each such agreement shall be signed by both Parties prior to the start of training. If a training is not listed in the Fire Service Training Menu but is to take place at the Gilbert Public Safety Training Facility ("PSTF"), fees pursuant to the PSTF Fee Schedule¹ shall be included in the written agreement. If a training is not listed in the Fire Service Training Menu but is to take place at a different Town location, such fees shall be included in the written agreement. In establishing those fees, the Parties may consider the nature and duration of the training, additional expenses associated with participation by Agency, non-monetary contributions by the Agency in facilities, personnel, or equipment, and the experience, value, and goodwill inherent in the Parties training together. The Fire Chief for Town, or their designee, has the discretion to waive—in whole or in part—applicable fees for Agency, if it is determined to be in the best interest of Town or in exchange for in-kind services, goods, or materials.

2. Invoicing:

Town will invoice Agency per training class under this Agreement. Agency shall remit all payments to Town within thirty (30) calendar days of the invoice date (the "Due Date"). If

¹ Fees are subject to change in accordance with the notice requirements prescribed in A.R.S. § 9-499.15.

Agency's payment is not received within five (5) days after the Due Date, Town may exercise its right to terminate this Agreement.

ARTICLE VI. INDEMNIFICATION

1. Indemnification and Claims Release:

1.1 The Agency acknowledges that participating in the Training Services 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 Agency or Agency's employees.

1.2 Indemnification:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") 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 Indemnatee 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 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].

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 mailed or delivered to the respective Parties as follows:

If to Gilbert:

Gilbert Fire and Rescue Department
Attn: Fire Chief
85 E. Civic Center Drive
Gilbert, Arizona 85296

If to Maricopa:

Maricopa Fire and Medical Department
Attn: Fire Chief
20340 N. Estrella Parkway
Maricopa, AZ 85139

Notice will be deemed received at the time it is personally served or ten (10) days after the notice is deposited in the United States mail. Either Party may change its mailing address or the contact information for the person to receive notice by notifying the other Party as provided herein.

SIGNATURES ON FOLLOWING PAGE

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

City of Maricopa

Brigette Peterson, Mayor

Nancy Smith, Mayor

ATTEST:

ATTEST:

Chaveli Herrera, Town Clerk

Vanessa Bueras, MMC
City Clerk

APPROVED AS TO FORM: The undersigned attorney acknowledges that they have reviewed the above agreement on behalf of Gilbert and has determined that this Agreement is in proper form and is within the powers and authority granted to Gilbert under the laws of the State of Arizona.

APPROVED AS TO FORM: The undersigned attorney acknowledges that they have reviewed the above agreement on behalf of Maricopa and has determined that this Agreement is in proper form and is within the powers and authority granted to Maricopa under the laws of the State of Arizona.

Chris Payne, Town Attorney

Denis Fitzgibbons, City Attorney

EXHIBIT A - FIRE SERVICE TRAINING MENU

Students who have taken the initial training class from the Gilbert Fire and Rescue Department will receive the corresponding continuing education classes, for that course, at no additional charge.

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 Sky Harbor International Airport 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>2 Classroom Weeks, 80 Hours – M – F 0800 – 1700 2 additional driver training days – 0800 – 1700 Optional Live Burn Day (1 day per student) – 0800-1700</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 80-hour 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 80- hour course.</p> <p>Students will be required to complete a Live Burn Exercise at the end of the 80-hour course to become ARFF Certified.</p> <p>Students must attend 100% of the class, Live Burn and Drivers Training to be certified.</p>
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Cost	<p>Base cost - \$1,340.00</p> <p>Base cost with optional live burn - \$1,840.00</p>
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EMT/Paramedic Recertification Training (CORE)	
Course Overview	Description
Overview	<p>This is a recertification course designed to meet State requirements for recertification of EMT's and Paramedic's.</p> <p>The EMCT is an individual who has been certified in Arizona as an Emergency Medical Technician and/or a Paramedic. The EMCT is an allied health professional whose primary focus is to provide basic and advanced emergency medical care for critical and emergent patients who access the emergency medical system. These individuals possess the complex knowledge and skills necessary to provide patient care and transportation.</p> <p>The Core program meets and exceeds the requirements set forth for recertification by national, state, local organizations for these individuals to provide the highest level of care to our community.</p> <p>The Core recertification program recertifies individuals through the American Heart Association, in Basic Life Support, Advanced Life Support and Pediatric Life Support.</p> <p>The Core recertification process provides individuals with the latest updates and resources from Gilbert Fire and Rescue Department Emergency Medical Services:</p> <p>Recertifying members in service delivery with a specialized educational approach geared towards meeting the needs of the communities we serve: Assists us with fielding questions, changes and issues from the field in a timelier manner; Aids with dealing any discrepancies or immediate needs/issues that must be addressed as soon as possible; Identify and respond to community needs that demand high level training and customer service.</p> <p>CORE is purposely scheduled to assist members with remaining certified while creating minimal impact on deployment and staffing.</p>

Linked Target Capabilities	<ul style="list-style-type: none"> ▪ EMS System- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care ▪ Research- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care. ▪ Workforce Safety and Wellness- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care. ▪ Documentation- Applies fundamental knowledge of the EMS system, safety/well-being of the EMT/Paramedic, and medical/legal and ethical issues to the provision of emergency care. Review of the Documentation Tool Guide, Phoenix Fire Department Volume 12, and Phoenix Fire Department Treatment Guidelines. ▪ EMS System Communication- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, medical/legal and ethical issues to the provision of emergency care. ▪ Medical/Legal and Ethics- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, medical/legal and ethical issues to the provision of emergency care. ▪ Anatomy and Physiology- Applies fundamental knowledge of the anatomy and function of all human systems to the practice of EMS. ▪ Medical Terminology- Uses foundational anatomical and medical terms and abbreviations in written and oral communication with colleagues and other health care professionals. ▪ Disease profiles and Pathophysiology- Applies fundamental knowledge of the pathophysiology of respiration and perfusion to patient assessment and management. ▪ Pharmacology- Applies fundamental knowledge of the medications that the EMCT may assist/administer to a patient during a medical emergency.
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	<ul style="list-style-type: none"> ▪ Airway Management/Respiration- Applies knowledge (fundamental depth, foundational breadth) of anatomy and physiology to patient assessment and management in order to ensure a patent airway, adequate mechanical ventilation, and respiration for patients of all ages. ▪ Patient Assessment- Applies scene information and patient assessment findings (scene size-up, primary and secondary assessment, patient history, reassessment) to guide emergency medical management. ▪ Medical Emergencies- Applies fundamental knowledge to provide basic and advanced emergency care and transportation based on assessment findings for an acutely ill patient with medical emergencies. ▪ Trauma/Shock- Applies fundamental knowledge to provide basic and advanced emergency care and transportation based on assessment findings for an acutely injured patient with traumatic emergencies. ▪ OB/GYN- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for a patient with special needs in obstetrics and individuals with pregnancies. ▪ Pediatric and Neonatal emergencies- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for a pediatric patient, and patients with special needs. ▪ Geriatrics- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for the elderly/geriatric patient, and elderly patients with special needs.
Scope	<p>The EMCT is an allied health professional whose primary focus is to provide basic and advanced emergency medical care for critical and emergent patients who access the emergency medical system. This individual possesses the complex knowledge and skills necessary to provide patient care and transportation.</p>

	EMCT function as part of a comprehensive EMS response, under medical oversight. EMCT can perform interventions with the basic and advanced equipment with in their system. The EMCT is a link from the scene into the health care system.
Course Length	1 day, 8hrs. Held on Monday's and Friday's 0800-1700. Prerequisites must be completed prior to attending class.
Delivery Options	<ul style="list-style-type: none"> ▪ Complete: In a Classroom setting utilizing Video content, PowerPoint presentation and multiple skills application. ▪ Partial: Utilizing all AHA and CORE video content. Once completed, members will be tested on individual skills at battalion office in a small group setting. ▪ Train-the-Trainer: Required Prior: previous teaching experience, Instructor certifications and in good standing with in Gilbert Fire and Rescue Department. ▪ Skills Instructor: Follow another instructor for each skill and demonstrate a "Teach Back" at mastery level prior to becoming a skills instructor. ▪ Lead Instructor: Follow a lead instructor with classroom instruction and management. Upon following a lead instructor, the member will Lead the Core classroom with another lead, assisting the trainee to mastery.
Target Audience	Fire Service, Hazardous Materials, Law Enforcement, Emergency Medical Services, Public Works
Prerequisites	<ul style="list-style-type: none"> ▪ Current AZ DHS EMT certification ▪ Current AZ DHS Paramedic certification ▪ RN, PA and/or MD/DO ▪ Current: <ul style="list-style-type: none"> • American Heart Association (AHA) — BLS Health Care Provider certification AND (For Paramedic, RN, PA, MD and DO) • American Heart Association (AHA) — Advanced Life Support provider certification • American Heart Association (AHA) — Pediatric Life Support provider certification ▪ All AHA video modules completed with certificates. ▪ All state required CE's completed for EMT's and Paramedic's ▪ EMT- 24 CE hrs. ▪ Paramedic — 48 CE hrs.

Testing/Certification	<p>EMCT members, during the testing process, will demonstrate competence in a wide range of emergency care skills.</p> <p>Members will show competence in the following skills during testing: patient assessment/management of a trauma patient, patient assessment/management of a medical patient, assessment/management of cardiac arrhythmias, cardiac arrest management/AED utilization, basic and advance airway/ventilation management of an apneic patient, long bone fracture immobilization, joint dislocation immobilization, traction splinting, bleeding control/shock management, upper airway adjuncts and suction, bag-valve-mask ventilation with supplemental oxygen, and supplemental oxygen administration to a breathing patient.</p> <p>Members will show competency in Pediatric, Adult and Geriatric patient management. The course will be geared towards a team based setting with advance and basic level practitioners.</p> <p>Members will take written exams covering all course objectives. Exams will be American Heart Association BLS, ACLS and PALS. A passing score of 80% must be obtained.</p> <p>Upon completion of Psychomotor skills and written testing, members must demonstrate that they have completed the required number of CE hours, a OHS application, class and AHA rosters, and AHA evaluation prior to recertification.</p>
Evaluation Strategy	Practical Skills will be assessed through various skills worksheets for each medical scenario from American Heart Association.
Instructor Certification and Qualification	<ul style="list-style-type: none"> ▪ 2 years as a EMT or Paramedic ▪ Good standing within EMS, Gilbert Fire and Rescue Department ▪ AZ OHS ▪ Understanding and knowledge of all Standing Guidelines, ▪ SOP's ▪ NREMT Skills Examiner instructor ▪ EDU 250 (from the College) ▪ Current: <ul style="list-style-type: none"> ▪ BLS instructor card ▪ ACLS instructor card
Cost	\$200 per student

Firefighter Recruit Training (14-16 Week Recruit Training Academy)	
Course Overview	Description
Overview	The Gilbert Fire and Rescue Department Recruit Training Academy is conducted over a minimum of 14-16 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 <ul style="list-style-type: none"> ○ Salvage & Overhaul ○ Commercial Ventilation ▪ Building Construction ▪ High Rise ▪ Fireground Survival ▪ Power & Hand Tools ▪ Communications ▪ Tactics ▪ Utilities ▪ Violent Incident Training ▪ Extinguishers ▪ Cancer Awareness & prevention ▪ Safety ▪ Professional Standards ▪ Firefighter Survival ▪ Urban Interface

	<ul style="list-style-type: none"> ▪ Mental Health / Peer Support
Course Length	14-16 weeks (dependent on Town 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 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 Gilbert Fire and Rescue 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 EDU250 from the MCCC and Fire Instructor 1 certification.
Cost	\$4,500 per recruit A participating City/Town shall supply one (1) Recruit Training Officer for the length of the academy per five (5) recruits.

Fire Inspector Training	
Course Overview	Description
Scope	<p>Over the course of the training program, candidates will learn the skills needed to perform a complete, holistic inspection from start to finish.</p> <p>They will also learn records and code research, how to create comprehensive inspection notices, conducting technical plan</p>

	review, customer service delivery skills, creating and maintaining inspection data reports and the citation process.
Course Length	16 weeks, 640 Hours - M-F 0730-1600
Testing	<p>Upon the completion of each chapter, a quiz will be administered. There will also be a mid-term exam and final exam during the didactic portion of the program.</p> <p>Minimum passing score for all quizzes and tests will be 80%.</p> <p>The filed internship will be comprised of Pass/Fail practical skills stations.</p>
Cost	\$1500 per candidate

Hazardous Material Technical (HMT) 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 - M-F 0800-1700
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

Initial Paramedic Training	
Course Overview	Description
Scope	Throughout the course of the Paramedic training program, the student will learn the knowledge and skills needed to safely and proficiently provide basic and advanced emergency medical care and transportation for critical and emergent patients who access the emergency medical system. Paramedics function as part of a comprehensive EMS response, under medical oversight. Paramedics can perform interventions with the basic and advanced equipment with in their system. The paramedic is a link from the scene into the health care system.
Course Length	10 Months, 1282 hours. Class meets Tuesday, Wednesday & Thursday 0900-1800
Testing/Certification	<p>Students will demonstrate competence in the following skills during testing: patient assessment/management of a trauma patient, patient assessment/management of a medical patient, assessment/management of cardiac arrhythmias, cardiac arrest management/AED utilization, basic and advance airway/ventilation management of an apneic patient, long bone fracture immobilization, joint dislocation immobilization, traction splinting, bleeding control/shock management, upper airway adjuncts and suction, bag-valve-mask ventilation with supplemental oxygen, and supplemental oxygen administration to a breathing patient. Students will show competency in Pediatric, Adult and Geriatric patient management.</p> <p>Students will take written, computer generated and skills examinations covering all course objectives. A passing score of 80% must be obtained.</p> <p>Upon successful completion of the Gilbert Fire and Rescue Department Paramedic Training Program, students are eligible to take the NREMT Psychomotor test and the NREMT CAT test.</p>

	<p>Upon successful completion of NREMT examinations, students receive their Arizona and National Paramedic certifications</p> <p>Additional Certifications awarded during paramedic training</p> <ul style="list-style-type: none"> ▪ Certificate of Completion from Phoenix College ▪ ACLS certification
Cost	\$5,000 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 - M-F 0800-1700
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 also 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 WAIVER

ASSUMPTION OF RISK AND RELEASE WAIVER
TOWN OF GILBERT FIRE AND RESCUE DEPARTMENT 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 Town of Gilbert and its affiliated training vendors (“Town”), at the Town 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 (as defined in the Agreement). 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 the 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 Town. 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 Town, or otherwise.
2. Waiver of Liability. I understand the Town 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 Town, 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 Town 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, Town is not responsible for the cost or quality of such treatment or care.

- c. Subject to medical decision-making capacity, I acknowledge and understand Town 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 Town from any liability for any actions taken.
4. Standard of Conduct. I agree to comply with all Town's rules, standards, and instructions while a participant in Activities at the Site, including but not limited to, the Town of Gilbert Fire and Rescue Department Rules and Regulations, as amended. I waive and release all claims against Town for my failure to remain under the supervision of Town 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 Town, its officials, officers, employees, and agents ("Releasees"), 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 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 THE RELEASEES, 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 or Waiver 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 or Waiver. To the extent applicable by law, I will not be deemed to be the employee, agent, or servant of the Town. I understand that where I am included as a "student" that does not deem me to be an employee or agent of the Town.

8. Workers Compensation: For the purposes of workers' compensation coverage, the agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Waiver, shall be the agency solely liable for payment of all approved workers' compensation and related benefits.
9. If any one or more of the provisions in this Waiver are determined to be invalid, illegal, or unenforceable, it shall not affect any other provision of this Waiver, and this Waiver shall be construed as if such invalid provision had never been contained in this Waiver. In any legal action in connection with this Waiver, the exclusive venue shall be in the courts of Maricopa County, Arizona and this Waiver shall be construed in accordance with the laws of the State of Arizona.

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

Executed on this date: _____

By: _____

Individual Printed Name	Signature
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_____ Witness Printed Name	_____ Signature
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Name of Department or Agency