

RECORDED

FEB 16 2016

TRAINING AGREEMENT
AIR RESCUE FIRE FIGHTING (ARFF)

CITY RECORDER

THIS AGREEMENT ("Agreement") is between SALT LAKE CITY CORPORATION, a municipal corporation of the state of Utah ("City") and CITY OF MONTEREY ("Trainee Sponsor"), and is dated as of the date the City Recorder attests the applicable City signature, which shall be the recordation date, ("Effective Date").

City owns, and through its Department of Airports operates, the Salt Lake City International Airport ARFF Training Center (the "Center"). Trainee Sponsor desires to obtain, and the City desires to offer training ("Training") at the Center. Therefore, for the mutual consideration set forth herein, the parties hereby agree as follows:

1. Training. Trainee Sponsor requests that City provide training as follows:

- A. Request for Training. Trainee Sponsor shall make a request to the City's representative formally requesting training and describing the needs of the Trainee Sponsor for each training exercise at the Center.
- B. City's Proposal. City shall provide Trainee Sponsor with a written proposal ("Proposal") outlining the costs, types of training, lodging, and all other specific details of each individual training session. Proposal shall be updated every year to reflect actual costs of training.
- C. Trainee Sponsor's Acceptance. Trainee Sponsor's representative shall complete and sign all parts of the Proposal and return it to the City's representative in advance of the training.
- D. Failure to Agree. If the City and Trainee Sponsor cannot agree on the Proposal, the City shall not be obligated to provide training.

2. Payment. Trainee Sponsor agrees to pay the sum set forth in the Proposal within thirty (30) calendar days following completion of the services provided under the Proposal (Exhibit B). In the event that Trainee Sponsor is delinquent in any payment due to City for period of ninety (90) calendar days or more, in addition to any other right City may exercise at law, Trainee Sponsor agrees to pay City a late charge equal to five percent (5%) of the total monthly payment of said delinquent rental or fee.

3. Term. The term of this agreement shall commence upon the Effective Date and continue through March 31, 2020, unless terminated by either party, upon thirty (30) days prior written notice.

4. Cancellation. Trainee Sponsor may cancel the training without charge at any time prior to five (5) business days before training is scheduled to commence. After such time, City reserves the right to charge Trainee Sponsor for any costs arising as a result of such cancellation.



5. Informed Consent and Release. Trainee Sponsor understands that there are inherent risks associated with participation in the training. Trainee Sponsor understands that training activities will require strenuous physical exertion, and any kind of physical exertion can result in personal injury and or serious illness. Trainee Sponsor also understands that training activities will expose Trainees to other extreme and potentially dangerous conditions, including but not limited to extremely intense heat, artificial smoke, confined spaces, and the operation of emergency equipment. Trainee Sponsor will have each of Trainee Sponsor's employees, agents, representatives, and other participant ("Trainee" or "Trainees") read and sign the Training Consent and Release Agreement, attached hereto and hereby incorporated by reference as Exhibit A. Trainee Sponsor will provide City with Training Consent and Release Agreement forms for each Trainee prior to the provision of Training. Each prospective trainee shall sign a Training Consent and Release Agreement prior to the Training.

Upon Trainee Sponsor's specific written request, the City will provide a Materials Safety Data Sheet (MSDS) for all chemicals. Trainee Sponsor represents that the persons listed in the Proposal are in good health and physical condition, and are capable of participating in the training. Trainee Sponsor understands that the Trainees listed in the Proposal are responsible for consulting their physician before participating in the training, to discuss any concerns they may have with their physicians, to keep their physicians informed of their conditions, to inform the Center's Training Officer of any actual or potential problems, and to monitor their own physical condition during any activity. Trainee Sponsor agrees that Trainee Sponsor and Trainees voluntarily assume any and all risks associated with the training, and that the City is not responsible, whether financially or otherwise, for any related injury, harm or other consequence. Trainee Sponsor specifically waives and releases all claims against the City and its employees in connection with Trainee Sponsor's or Trainee's use of the Center or participation in the training, except for damages or injury resulting from the negligent or intentional acts of the City.

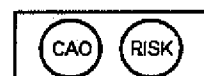
6. Indemnity.

- A. Trainee Sponsor shall, at its sole cost and expense, indemnify and hold City and its officers, board members, departments, representatives, City authorized representative(s), agents, employees, affiliates, successors and assigns harmless from and against all losses, claims, demands, suits, actions, legal or administrative proceedings, damages, costs, charges and causes of action of every kind or character whatsoever, including, but not limited to, reasonable attorney's fees and other legal costs such as those for paralegal, investigative, legal support services and the actual costs incurred for expert witness testimony, (collectively "Claims") directly or indirectly arising from, related to or connected with, in whole or in part, Trainee Sponsor's work under the Agreement, including but not limited to Claims directly or indirectly arising from, related to or connected with, in whole or in part; any act, omission, fraud, wrongful or reckless conduct, fault or negligence by Trainee Sponsor or its officers, directors, agents, employees, subcontractors or suppliers of any tier, or by any of their employees, agents or persons under their direction or control; violation by Trainee Sponsor or



Trainee Sponsor's officers, directors, agents, subcontractors or suppliers of any tier; or by any their employees, agents and persons under their direction or control, of any copyright, trademark or patent or federal, State or local law, rule, code, regulation, policy or ordinance; nonpayment to any of Trainee Sponsor's subcontractors or suppliers of any tier, or if any officers, agents, consultants, employees or representatives of Trainee Sponsor or its subcontractors or suppliers of any tier; any other act, omission, fault or negligence, whether active or passive, of Trainee Sponsor or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement; and, strict liability and no-fault claims arising from work provided under the Agreement (collectively "Acts and Omissions"). Claims shall include without limitation allegations strict liability or any other form of no fault liability. This indemnification obligation includes any penalties or fines assessed by the Federal Aviation Administration or Transportation Security Administration as well as any other costs to the City, such as investigation and security training, incurred as a result of any violation of federal security regulations, including the Airport security plan, by the Trainee Sponsor, its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

- B. Trainee Sponsor shall, at its sole cost and expense, defend City and its officers, board members, departments, representatives, authorized representative(s), agents and employees, affiliates, successors and assigns from and against all Claims that are directly or indirectly based, in whole or in part, upon the allegation or assertions, express or implied, that Trainee Sponsor, or its officers, directors, agents, subcontractors or suppliers of any tier, or any of their employees, agents or persons under their direction or control, committed any Acts or Omissions, regardless of whether such allegations or assertions are true and whether or not Trainee Sponsor, or its officers, directors, agents, subcontractors or suppliers of any tier, or any of their employees, agents or persons under their direction or control, are ultimately found liable for such Acts or Omissions.
- C. Trainee Sponsor's duty to defend shall arise only upon City's tender of defense to Trainee Sponsor in writing. Upon receipt of City's tender of defense, if Trainee Sponsor does not promptly accept the defense and thereafter duly and diligently defend City and its officers, board members, departments, representatives, authorized representative(s), agents and employees, affiliates, successors and assigns as provided herein, then Trainee Sponsor shall pay and be liable for the reasonable costs, expenses and attorneys' fees incurred after the tender of defense by City and its officers, board members, departments, representatives, authorized representative(s), agents and employees, affiliates, successors and assigns, in defending against the Claims and enforcing this provision.
- D. Nothing herein shall be construed to require Trainee Sponsor to indemnify, hold harmless, or defend City from City's fault, which shall be apportioned



between the parties based on the proportionate share of fault of each party.

- E. The parties intend that the indemnity and defense provisions in this section 6 shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted in any manner to violate public policy.
- F. Trainee Sponsor's agreements with its subcontractors shall provide in writing (in a form acceptable to City) that each subcontractor shall, jointly and severally with Trainee Sponsor, indemnify and defend City, and City's officers, board members, departments, representatives, authorized representative(s), agents and employees, affiliates, successors and assigns, from any alleged Acts and Omissions of the subcontractor, and its officers, directors, agents, subcontractors or suppliers of any tier, and their employees, agents or persons under their direction or control, to at least the same degree as Trainee Sponsor is bound to indemnify, defend and hold City harmless from and against such alleged Acts and Omissions under the provisions of this Agreement. Nothing in this Agreement shall prevent Trainee Sponsor from making a claim against its subcontractors for contribution at law or pursuing contribution or indemnification from its subcontractors pursuant to the terms and conditions of the subcontracts between Trainee Sponsor and its subcontractors.
- G. The Trainee Sponsor hereby acknowledges receipt of good and valuable consideration for the indemnification obligations of this Agreement.
- H. The indemnification obligations of this Agreement shall not be reduced by a limitation on the amount or type of damages, compensation or benefits payable by or for the Trainee Sponsor, a subconsultant or subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- I. If the above indemnity provisions in this Agreement are deemed void in whole or in part under Utah law, then the following indemnification obligations shall apply except to the extent such provisions are deemed void: Trainee Sponsor shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the acts or inaction, negligence, recklessness, or intentional wrongful misconduct of the Trainee Sponsor and persons employed or utilized by the Trainee Sponsor in the performance of the Agreement.
- J. Environmental Indemnity. Trainee Sponsor's Acts and Omissions, for purposes of this Agreement, shall include, without limitation, any violation of federal, State or local environmental laws or requirements by Trainee Sponsor or Trainee Sponsor's officers, directors, agents, subcontractors or suppliers of any tier, and Trainee Sponsor's indemnification obligation shall



include (but not be limited to) all cleanup and remedial costs, diminution in the value of City's property, and reasonable legal fees and costs incurred by City in connection with any such violation or the enforcement of this provision.

K. The provisions of this section 6 shall survive the termination of this Agreement and the completion of the work and shall apply to all Claims regardless of whether they arise before or after completion of the work under the Agreement.

7. Insurance. Trainee Sponsor agrees to maintain insurance at all times in amounts sufficient to insure against any injury to persons or damage to property incurred by or caused by Trainee Sponsor in connection with the training provided to Trainee Sponsor. Trainee Sponsor agrees that if any law limits Trainee Sponsor's liability or insurance, Trainee Sponsor will pay any sums in excess of such limits.

8. Dispute Resolution

A. Process Required. Before Trainee Sponsor may commence a legal action against City, Trainee Sponsor must first comply with the provisions of this Article, which compliance shall be a condition precedent to commencing a legal action under this Agreement.

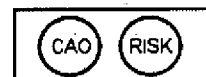
B. Process. Any dispute or claim that Trainee Sponsor may have which is not disposed of by a written amendment or agreement between the parties shall be decided pursuant to the procedure set forth below. Each notice of claim, dispute, request, submission, appeal, notification, or decision under this Article shall be made by delivery of notice of such action as set forth in section 9 of this Agreement, in compliance with the requirements set forth below.

C. Trainee Sponsor's Disputes and Claims.

1. Trainee Sponsor shall submit written notice of any dispute or claim arising under this Agreement to an individual designated by the Department of Airports to act as the City's dispute resolution administrator for any particular dispute ("City's Dispute Resolution Administrator") within fifteen (15) calendar days after Trainee Sponsor knows or reasonably should know of the facts giving rise to the dispute or claim.

2. Within thirty (30) calendar days after giving the written notice described above, Trainee Sponsor shall submit the dispute or claim to City's Dispute Resolution Administrator for review by delivering the following to City's Dispute Resolution Administrator:

(a) A detailed statement of all the relevant facts and law



applicable to such dispute or claim, with citations and references to all relevant evidence, contract provisions and authorities;

(b) Copies of all relevant evidence, contract provisions and authorities;

(c) The identification, title, address and phone numbers of each person who may have relevant knowledge concerning the dispute or claim, together with a summary of the relevant knowledge believed to be held by each such person;

(d) A concise statement of the relief sought by Trainee Sponsor; and,

(e) A summary of all amounts, if any, Trainee Sponsor is seeking as monetary relief or damages as part of the claim or dispute, together with all detailed cost records, receipts, invoices and documents that support the claimed amount.

3. Upon receiving Trainee Sponsor's submission, City's Dispute Resolution Administrator shall be entitled, at his or her sole discretion, to:

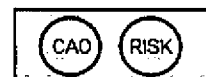
(a) Direct Trainee Sponsor to provide additional or supplemental information and documentation to City's Dispute Resolution Administrator that is relevant to the dispute or claim or may lead to the discovery of relevant information;

(b) Meet with and interview persons who may have relevant knowledge concerning the matter;

(c) Direct submission of the dispute or claim to an independent expert or experts, or an independent third party or panel of third parties, for review and recommendations; on terms directed by City's Dispute Resolution Administrator;

(d) Direct any other form of dispute resolution or claim evaluation, as determined by City's Dispute Resolution Administrator, for purposes of providing guidance or recommendations to City's Dispute Resolution Administrator concerning all or any aspect of the dispute or claim;

(e) Direct meetings between the parties or their agents (including, without limitation, senior decision makers, project personnel, attorneys, agents, and subconsultants) to, among other things, vet the issues, gather information, assure full disclosure, evaluate facts, obtain statements, or encourage settlement;

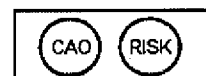


(f) Direct legal counsel for the parties to provide legal authorities, citations, opinions or attend meetings to address legal issues;

(g) Direct such other acts as City's Dispute Resolution Administrator deems reasonable to vet the issues, gather information, assure full disclosure, evaluate facts, obtain statements, encourage settlement and fully and fairly evaluate the relevant facts and law.

4. Subject to sections 8.C.5, 8.D and 8.E below, within sixty (60) calendar days after the events directed by City's Dispute Resolution Administrator have concluded and all information and documentation requested by City's Dispute Resolution Administrator has been provided, City's Dispute Resolution Administrator shall issue a written decision concerning the dispute or claim and such decision by City's Dispute Resolution Administrator shall be final and binding unless it is appealed in writing as set forth in Section 8.C.5. City's Dispute Resolution Administrator shall have the right, in its sole discretion, to adopt, follow or agree with, in whole or in part, any formal or informal guidance, recommendations, or decisions given by any experts, third parties, or other person. City's Dispute Resolution Administrator shall further have the authority (among other things) to direct whether or not such formal or informal guidance, recommendations or decisions by any such experts, third parties, or other persons may be introduced, admitted or used as evidence in any subsequent proceedings. Unless otherwise agreed in writing, failure of the City's Dispute Resolution Administrator to issue a written decision within sixty (60) calendar days shall be deemed a denial of Trainee Sponsor's Claim.

5. If Trainee Sponsor disputes City's Dispute Resolution Administrator's decision and wishes to appeal, Trainee Sponsor shall file an appeal with SLCDA's Executive Director in writing within twenty (20) calendar days after the date the City's Dispute Resolution Administrator's decision is issued. If an appeal is not timely filed, then the decision of the City's Dispute Resolution Administrator shall be final and binding upon all parties with respect to its subject matter and the disputes or claims that were at issue. Trainee Sponsor's appeal to SLCDA's Executive Director shall specify all factual and legal grounds that Trainee Sponsor is relying upon for the appeal, and shall certify that the appeal is ready for decision. The appeal shall be limited to the facts, documents, evidence and legal arguments previously submitted to the City's Dispute Resolution Administrator, although SLCDA's Executive Director may, in his/her discretion, direct Trainee Sponsor to provide additional information and documentation deemed necessary to review the issues on appeal. Within twenty (20) business days after SLCDA's Executive Director receives the appeal and all documents requested from Trainee Sponsor in connection with the appeal, then SLCDA's Executive Director shall issue a written decision. A decision by SLCDA's Executive Director shall be final and binding. Unless otherwise agreed in



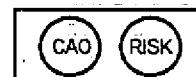
writing, failure by SLCDA's Executive Director to issue a written decision within twenty (20) calendar days shall be deemed a denial of Trainee Sponsor's appeal.

6. Notwithstanding the foregoing, City's Dispute Resolution Administrator shall have the right in his or her sole discretion to waive in writing all or any portion of the foregoing procedures with respect to any particular claim or dispute, or portion thereof, and to implement other reasonable procedures to handle such disputes or claims on a more accelerated basis if City's Dispute Resolution Administrator deems it necessary or desirable to consider or resolve the dispute or claim on an accelerated basis. In such event, City's Dispute Resolution Administrator shall notify Trainee Sponsor in writing of the change in procedures applicable to the particular claim or dispute, or portion thereof, and Trainee Sponsor shall follow City's Dispute Resolution Administrator's directives with respect to submitting such claim or dispute, or portion thereof.

- D. Third Party Disputes and Claims. Notwithstanding the foregoing, if SLCDA's Executive Director or City's Dispute Resolution Administrator in good faith anticipates or becomes aware of a potential claim or dispute that might be made by third parties against the City by reason of Trainee Sponsor's alleged acts or omissions, including without limitation, potential claims for defects or deficiencies, then SLCDA's Executive Director or City's Dispute Resolution Administrator may, in his or her sole discretion, stay the process set forth above with respect to Trainee Sponsor's disputes or claims pertaining to the same subject matter until City is reasonably able to determine the outcome of the potential claim or dispute.
- E. Effect of Process. Notwithstanding the pendency of any dispute or any appeal, Trainee Sponsor shall, if so ordered by City, comply with all orders and directions of City concerning the performance of this Agreement and Trainee Sponsor shall continue to fulfill its obligations hereunder. Trainee Sponsor agrees that should Trainee Sponsor discontinue services due to a dispute, City may terminate this Agreement for cause and City may withhold any sums in dispute until after a final resolution of such dispute. Trainee Sponsor's time and expenses incurred in the pursuit of Trainee Sponsor's claims shall not be subject to payment or reimbursement under this Agreement. Trainee Sponsor shall not be entitled to recover any claim preparation costs, mediation or facilitation fees or costs, attorney fees or costs, or any other expense incurred during the pendency of any claim preparation, dispute, appeal, alternative dispute resolution process or litigation.

9. Notices. Notice will be sufficient if delivered to the following Notice Addresses by hand delivery directly to the named individual or title, by express U.S. mail postage prepaid, or by overnight delivery service for which delivery receipt is required.

(A) To City:



Airport Contracts and Procurement Manager
Salt Lake City Department of Airports
Salt Lake City International Airport
P.O. Box 145550
Salt Lake City, Utah 84114-5550
Fax No. (801) 575-2041

Overnight carrier or hand delivery:
Airport Contracts and Procurement Manager
Salt Lake City Department of Airports
Salt Lake City International Airport
776 North Terminal Dr.
Terminal Unit One, Suite 250
Salt Lake City, Utah 84122

(B) To City for Dispute Resolution Issues:
City's Dispute Resolution Administrator
C/O Airport Contracts and Procurement Manager
Salt Lake City Department of Airports
Salt Lake City International Airport
P.O. Box 145550
Salt Lake City, Utah 84114-5550

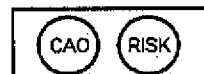
(C) To Trainee Sponsor:
City of Monterey
City Attorney
City Hall
610 Pacific Street
Monterey, CA 93940
Fax No. (831) 646-1634

(D) Any notice delivered by hand shall be deemed received by the addressee upon actual delivery; any notice delivered by overnight delivery service or express mail as set forth in this Agreement shall be deemed received by the addressee on the following business day after deposit.

(E) The parties may designate in writing other Notice Addresses for notice from time to time.

10. **Property Damage.** Trainee Sponsor will be responsible for any and all damage to property belonging to the City and the City's tenants to the extent caused by any act or omission of Trainee Sponsor or its Trainees. Trainee Sponsor will be responsible for repairing or replacing said damaged property and will pay the costs therefore.

11. City has a zero tolerance policy for drug and alcohol consumption. Trainee Sponsor agrees that no participants shall consume alcohol or other controlled substances within twelve (12) hours of commencing the training.

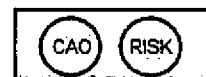


12. Not City Employees. Neither Trainee Sponsor nor any of Trainee Sponsor's employees are an employee of City for any purpose whatsoever.

13. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES. Trainee Sponsor represents that s/he has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that s/he will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

14. Government Records Access and Management Act. City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Trainee Sponsor to City pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Trainee Sponsor. Any materials for which Trainee Sponsor claims a privilege from disclosure shall be submitted marked as Confidential and accompanied by a statement from Trainee Sponsor explaining Trainee Sponsor claim of exemption from disclosure in accordance with GRAMA requirements. City will promptly notify Trainee Sponsor of any requests made for disclosure of documents submitted under a claim of confidentiality. Trainee Sponsor may, at Trainee Sponsor sole expense, take any appropriate actions to prevent disclosure of such material. Trainee Sponsor specifically waives any claims against City related to disclosure of any materials required by GRAMA.

15. Liability for Fines and Other Obligations. Trainee Sponsor is liable for and shall immediately pay the amount of any and all fines, penalties and fees any lawfully empowered entity imposes on City or any of its departments, employees, officers or agents, or on Trainee Sponsor or any of Trainee Sponsor's officers, employees, agents, subconsultants, or subcontractors, to the extent caused by any act or failure to act by Trainee Sponsor or Trainee Sponsor's officers, employees, agents, subconsultants, or subcontractors. Such fines shall include, but not be limited to, any fine, fee or penalty imposed by the FAA or TSA in connection with a violation of any security requirement. Any such payment by Trainee Sponsor shall not be reimbursable by City. Trainee Sponsor may contest the imposition of any such fine, fee or penalty solely at Trainee Sponsor's expense, and the cost thereof shall not be reimbursable by City. In the event Trainee Sponsor's contests any matter, Trainee Sponsor shall take all reasonable steps necessary to prevent the imposition of any fines or adverse consequences on City or any of City's departments, officers, employees or agents, including, without limitation, paying any sum under protest and contesting the matter after such time.



16. Complete Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either written or oral, and cannot be altered, amended or modified except in writing signed by both parties.

17. Governing Law. This agreement will be governed by the laws of the state of Utah, and venue will be in Salt Lake County Utah.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the day and year first written above.

SALT LAKE CITY CORPORATION

[Handwritten Signature]
Signature (City's Representative)

APPROVED AS TO FORM
Salt Lake City Attorney's Office

Date 11 February 2016

By *[Handwritten Signature]*

ATTEST:

[Handwritten Signature]
CITY RECORDER

CITY OF MONTEREY

[Handwritten Signature]
Signature (Trainee Sponsor's Representative)
Michael McCarthy

City Manager

RECORDED
FEB 16 2016
CITY RECORDER



STATE OF _____)

COUNTY OF _____) :ss.

On _____, personally appeared before me
(Date)

_____, who being by me duly sworn,
(Print name of person signing Agreement)

did say that she/he is the _____
(Title of person signing Agreement)

Please see att...



of CITY OF MONTEREY, and that the foregoing instrument was signed in behalf of said organization; and said persons acknowledged to me that said organization executed the same.

NOTARY PUBLIC, residing in

My Commission Expires: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Monterey

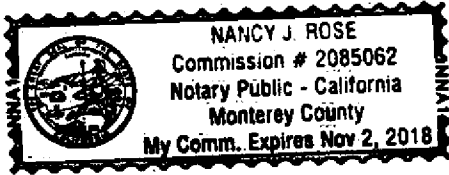
On Jan. 28 2018 before me, Nancy J. Rose, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael Mc Carthy
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Nancy J. Rose
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ARFF Training Sw Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT A - Training Consent and Release Agreement

THIS FORM MUST BE COMPLETED BY EACH TRAINEE

In consideration of my use of the Salt Lake City ARFF Training Center or my participation in any training or activities in connection with the Center, I consent and agree to the following:

1. I have requested participation in training offered by Salt Lake City Corporation at the ARFF Training Center. I understand that Training may include, among other things, use of the burn pit training facility, use of fire fighting equipment, transportation and meals provided by City, and transportation, meals and lodging provided by third parties not related to City. It is entirely my voluntary choice to participate in the Training and all activities associated with it. I will learn and obey all rules and instructions relating to the Training and use of the Center. I am not an employee of Salt Lake City ARFF Training Center.
2. I agree that I shall at all times comply with the direction of any authorized Training Staff Member. I understand that prohibited conduct includes, but is not limited to: disorderly conduct, harassment, disruptive behavior in the classroom and/or on the drill ground, willful misconduct, and abusive or obscene language.
3. I understand that there are inherent risks associated with my participation in the training. I understand that Training activities will require strenuous physical exertion, and any kind of physical exertion can result in serious injury and/or serious illness. I also understand those training activities will expose me to other extreme and potentially dangerous conditions, including but not limited to extremely intense heat, confined spaces, artificial smoke and the operation of emergency equipment. Trainee may request a copy of the MSDS for artificial smoke or you may obtain a copy upon your arrival at the Training Center.
4. I represent that I am in good health and physical condition, and I am capable of participating in the Training. I understand that I am responsible for consulting with my physician before participating in the Training, to discuss any concerns I may have with my physician, to keep my physician informed of my condition, to inform the Training Center Officer of any actual or potential problems, and to monitor my own physical condition during any activity. By participating in the Training, I agree that I voluntarily assume any and all risks associated with it, and that Salt Lake City Corporation is not responsible, whether financially or otherwise, for any related injury, harm or other consequence. I specifically waive and release all claims against Salt Lake City Corporation and its employees, and will indemnify and hold them harmless from any and all claims, actions or damages in connection with my own use of the ARFF Training Center, or my own participation in the training.

*** READ THIS DOCUMENT CAREFULLY BEFORE SIGNING ***

Signed:

Printed Name:

Date:

Trainees wishing to attend/participate in the Training must sign a Training Consent and Release Agreement form prior to the commencement of the Training.



EXHIBIT B - Training Proposal



Salt Lake City International Airport ARFF Training Center

PROPOSAL

For

City of Monterey Fire Department

Prepared By:

Natalee Tueller

Facilitator

Salt Lake City ARFF Training Center

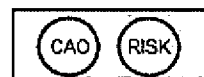
PO Box 22107

Salt Lake City, UT 84122

Email: natalee.tueller@slc.gov

Phone: (801)531-4520

Fax: (801)531-4514



FAR PART 139.319 or Equivalent Live Fire Training

- All fire training will be based on the experience and training level of the student and the Agency preference.
- Students will receive approximately 8 hours of live fire training. Each student will have numerous opportunities to extinguish fuel fires. Fires will be of sufficient size to meet or exceed the FAR Part 139.319 requirements for annual live fire training to include one or more of the following.
- Basic Fuel Spill Training - Students will be taught and practice the proper techniques for fighting fuel spill fires using crash trucks. They will learn to take into account general and specific fire ground factors. They will practice opening and maintaining an escape or rescue path for passengers. They will learn and practice proper safety procedures and practices.
- Exterior Situational Fires - Students will participate in several situational fires such as an engine fire, wheel and brake fires.
- Interior Operations - Students will participate in several interior fires such as cockpit, galley, seats and cargo. Students will perform ventilation and search and rescue operations of the interior.

Schedule

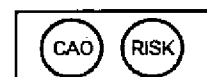
Date: March 5, 9, and 13, 2016

0850 – 0900	Pick up Trainees at Comfort Inn Suites or Airport
0900 – 1030	Strategy and Tactics for Fire Suppression, Personnel Safety and ARFF Operations
1030 – 1200	FAR Part 139 Live Fire Burn and Other Operational Objectives
1200 – 1300	Lunch Provided at Training Center
1300 – 1430	Continue Strategy and Tactics for ARFF Response
1430 – 1700	FAR Part 139 Live Fire Burn and Other Operational Objectives

- There will be multiple breaks during the training sessions and fluids will be provided for students during the breaks. Lunch will be provided the day of training.

Monterey Fire Department is Responsible For:

- Provide student travel to and from Salt Lake City.
- Provide payment in full no later than 30 days following training.
- Provide a Training Consent and Release Agreement for each student. Students are the



- responsibility of their local agency, not the Training Center
- Provide all flight information to the Training Center at least two weeks prior.
 - Provide meals for their students. Lunches are provided by the training center (for students staying at the hotel, breakfast is available each morning at no charge).

Salt Lake City ARFF Training Center Will:

- The Training Center will provide transportation between the airport, hotel and training center.
- Provide an instructor(s) and safety officer for students during all live fire training.
- Provide all consumables for training such as: propane, training foam, chemicals*, water, etc.
- Provide all fire fighting equipment and tools such as PPE, SCBA, fire trucks, hoses and nozzles, ladders, etc...
- Provide lunch each day and fluids during breaks.
- Provide training that meets and/or exceeds the FAA Part 139.319 requirements for Live Fire Training.
- Provide each student who has completed the necessary requirements an "ARFF Live Fire Training Certificate."
- Provide hotel accommodations for each student (includes breakfast free of charge).
 - **It does not include travel to and from Salt Lake City, meals or other personal expenses such as phone calls, entertainment, snacks, etc.**

**Use of chemicals during training can be arranged at an additional cost for Exclusive Agency Training.*

Training Cost:

- | | |
|---------------------------------------|-----------------|
| ▪ Tuition Cost Per Student | \$905.00 |
| ▪ Hotel Accommodations Per Night Stay | \$80.00 |

