

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MESA
AND THE TOWN OF GILBERT

RELATING TO FIREFIGHTER PARAMEDIC SCHOOL

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2022, by and between the City of Mesa, an Arizona municipal corporation (hereinafter “City”) and the Town of Gilbert (the “Agency”). Throughout this Agreement, the City and Agency individually may be referred to as “Party” and may be referred to collectively as “Parties” to this Agreement.

RECITALS

WHEREAS, the City and the Agency are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to A.R.S. § 11-952.

WHEREAS, the City operates a Paramedic School, by and through its Fire and Medical Department, that follows the standards and guidelines for CoAEMSP and CAAHEP accreditation.

WHEREAS, the Agency desires to enroll qualified members in the City’s Paramedic School as students (“Students”).

WHEREAS, the City desires to accept Students in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for their mutual reliance, the Parties agree as follows:

TERMS

I. CITY OBLIGATIONS

1.1 The City will run a Paramedic School (“School” or “Program”) at its Public Safety Training Facility or other suitable location that meets the standards and guidelines required for CoAEMSP and CAAHEP accreditation. The School will teach the curriculum and provide continuing education as outlined in Exhibit “A”. Notwithstanding, nothing in this Agreement shall create an obligation or otherwise require the City to conduct the School or enroll Agency’s members in the School.

1.2 The City shall designate a primary contact, who will coordinate and communicate with Agency’s contact related to the Program.

1.3 The City shall have the sole responsibility for the following: (i) School curriculum and content of instruction; (ii) School schedule and hours; (iii) prerequisites to enrollment in School; (iv) decisions to remove Students from the School/Program for misconduct or performance; (v) development and enforcement of policies and procedures applicable to operation of the School/Program, and City-owned facilities; (vi) and the facility/location for classes and field experiences.

1.4 The City shall seek accreditation(s) appropriate for the School, including without limitation:

(a) Regional or National Institutional accreditation by a U.S. accrediting body recognized by the United States Department of Education and authorized to grant institutional accreditation; and

(b) Programmatic accreditation, when such exists, by a U.S. accrediting body appropriate to the Paramedic profession.

The City shall notify Agency of successful completion of the accreditation process and, thereafter, if requested by Agency, deliver to Agency an electronic copy of the City's annual report filed with its accrediting body(ies) within forty-five days of City's due date for filing any such report. The City shall also notify Agency of any change in accreditation status within forty-five days of the City's receipt of notice of such change in status.

1.5 The City shall obtain all appropriate licenses and credentials for the School and its instructors as required for accreditation and under Arizona state law.

1.6 Records.

1.6.1 The City shall maintain all School/Program related records, including Student records in the City's possession, for a period of five years after creation of such record or receipt of such record, as applicable, or for the time period prescribed by the State of Arizona Library and Archives if the state retention period is longer than five years.

1.6.2 The City shall comply with the Family Educational Rights and Privacy Act (FERPA) in the handling of educational records of Students enrolled in the School/Program. The City shall allow Agency and the individual Students access to the educational records maintained by School. The City shall orient its employees, agents, contractors and subcontractors, officials and volunteers of its obligations under FERPA and shall maintain its practices in strict accordance with the requirements of the Act. The City will not disclose or authorize any further disclosure of educational records of Students to a person or entity not a party to this Agreement without first having received the written permission of Agency and the individual Student. Any permitted disclosure to person or entities not a party to this Agreement shall be under the conditions that no further disclosure by such parties shall be permitted.

1.7 To the extent Students require clinical or non-clinical field experience for completion of the Program, City will enter into affiliation agreements with a sufficient number of hospitals

{00436396.1}

necessary to provide Students the required field experience. The City will provide copies of any applicable affiliation agreements to Agency. Agency shall comply, and shall require each Student to comply, with the terms of such Agreements prior to that Student beginning any clinical or non-clinical field experience.

1.8 If Agency is unable to provide its Students with the vehicle preceptorship necessary to meet the requirements of the Program, City will provide Students with the required vehicular preceptorship.

1.9 The City shall notify Agency of the specific equipment and materials (i.e. protective gear, uniforms, etc., hereinafter “Required Equipment”) that Agency must provide its Students, or that that Agency’s Students must have, for the School. Any such Required Equipment shall be considered a prerequisite to enrollment in the School.

1.10 Upon reasonable request, and subject to availability, the City may request Agency to provide the School with instructors qualified under CoAEMSP and CAAHEP when needed to assist the City in teaching School courses (hereinafter, “Agency Instructors”). The City may also request Agency to provide facilities or equipment (e.g., a burn building, training props, apparatus, etc.) to facilitate teaching a specific course. Appropriate adjustments to the payments and costs for Agency’s Students to attend the School may be made in consideration for Agency providing Agency Instructors, facilities or equipment.

1.11 The City shall render any necessary emergency health care/first aid to any Student or Agency Instructor in need of such care for accidents or conditions arising out of or in the course of the Student or Agency Instructor’s participation the School/Program. The City shall have no obligation to render any other medical or surgical care to any Student or Agency Instructor and shall not be financially responsible for such care of any Student or Agency Instructor. Agency and/or Students and Agency Instructors expressly agree that they are financially responsible for any such medical care.

II. AGENCY OBLIGATIONS

2.1 Agency shall ensure that its members meet all prerequisites for enrollment in School and that each Student sign and return to City the City of Mesa Paramedic School Assumption of Risk and Release Agreement, in the form attached hereto as Exhibit “B”.

2.2 Agency shall ensure that Students comply with all applicable federal, state and local laws and regulations while on City premises or during any time Students are engaged in School educational activities or experiences.

2.3 Agency shall ensure that its Students have all Required Equipment for the School.

2.4 Upon reasonable request and subject to availability, Agency shall provide the City with instructors qualified under CoAEMSP and CAAHEP when needed to assist the City in teaching School courses (hereinafter, “Agency Instructors”). Agency shall also provide to City, upon reasonable request and subject to availability, facilities or equipment (e.g., a burn building, training

props, apparatus, etc.) to facilitate teaching a specific course. Appropriate adjustments to the payments and costs for Agency's Students to attend the School may be made in consideration for Agency providing Agency Instructors, facilities or equipment.

2.5 Agency shall designate a primary contact, who will coordinate and communicate with City's contact related to the Program.

2.6 Agency shall provide a letter to City prior to any Student beginning the School/Program verifying the following:

2.6.1 That Agency is an Alcohol and Drug-Free Workplace and complies with all such policies, laws, and regulations.

2.6.2 That each Student was subject to and passed a pre-employment background check and drug screening that at least meets City's background check and drug-screening requirements for City's Fire Department members.

2.6.3 That each Student has received the immunizations required by the City of its Fire Department members. A list of such immunizations is attached as Exhibit "C".

2.7 Agency shall provide a letter to City for each Student prior to the beginning of any clinical or non-clinical field experience or rotation verifying that the Student has met the criminal background check, drug testing, immunization requirements and any other requirements set forth in any applicable education affiliation agreement with the hospital or entity Student is assigned within thirty (30) days of Student beginning such field experience or rotation in the form attached hereto as Exhibit "D". Agency shall further provide such letter of verification or other requested documentation or records to the applicable hospital or entity in the form requested by the hospital or entity.

2.8 Agency shall require each Student to sign an Acknowledgement and Verification in the form set forth at Exhibit "E" attesting to having read the Student Handbook in its entirety, and it shall submit the executed form for each Student to City prior to commencement of the School/Program.

2.9 Records.

2.9.1 Agency shall maintain all School/Program related records, including Student records in the Agency's possession, for a period of five years after creation of such record or receipt of such record, as applicable, or for the time period prescribed by the State of Arizona Library and Archives if the state retention period is longer than five years.

2.9.2 The Agency shall comply with FERPA in the handling of educational records of Students enrolled in the School/Program. The Agency shall allow the City and the individual Students access to the educational records maintained by School. The Agency shall orient its employees, agents, contractors and subcontractors, officials and volunteers of its obligations under FERPA and shall maintain its practices in strict accordance with the requirements of the Act. The

Agency will not disclose or authorize any further disclosure of educational records of Students to a person or entity not a party to this Agreement without first having received the written permission of the City and the individual Student. Any permitted disclosure to person or entities not a party to this Agreement shall be under the conditions that no further disclosure by such parties shall be permitted.

III. REMOVAL FROM SCHOOL PREMISES/SCHOOL; NOTIFICATION TO AGENCY

3.1 The City will notify Agency of any issues that may affect the ability of a Student to successfully complete the Program, including, but not limited to, academics, physical fitness, ethical or disciplinary standards set by any appropriate or applicable agency, licensing or governing body, or misconduct. Whenever practicable, the City will advise Agency in advance when it appears that a Student is subject to removal from the School/Program.

3.2 City may remove any Student from the School/Program and/or City or School premises whenever it determines, in its sole discretion, that Student is not performing satisfactorily; has failed to follow School rules, policies or procedures; has violated federal, state or local law; or has violated the ethical or disciplinary standards set by any appropriate or applicable agency, licensing or governing body. The City may immediately (i) remove from School premises, (ii) suspend from School/Program, or (iii) permanently remove from the School Program any Student who, in the City's sole judgment, is or reasonably appears to be under the influence of alcohol or any drug or engages in conduct or an attitude that threatens the health, safety or welfare of any person. Agency shall have the sole discretion in determining whether to impose disciplinary action against any of its employees for conduct giving rise to removal or suspension from the School/Program and/or City or School premises. City may also suspend or remove Students from the School/Program in the event Agency or Students fail to comply with the insurance requirements set forth in Section V.

IV. CONFIDENTIALITY AND DATA SECURITY

4.1 All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to the Agency from the City in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Agency shall not disclose data generated in the performance of the services in this Agreement to any third person without the prior written consent of the City Manager or designee. If Agency receives a court order or public records request for data generated in the performance of this Agreement, Agency will notify City and provide City a reasonable opportunity to seek an order from a court of competent jurisdiction protecting the data from disclosure.

4.2 Personal identifying information, financial account information, or restricted City 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 City 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.

4.3 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 the City Privacy Officer immediately. Agency agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

4.4 Agency agrees that the requirements of this Section will be incorporated into all subcontractor/sub-consultant agreements entered into by the 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.

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

V. INSURANCE

5.1 Agency will maintain during the Term of this Agreement a policy of commercial general liability insurance with minimum coverage amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers authorized to do business in the State of Arizona. If Agency's insurance policy(ies) is on a claims-made basis, Agency shall maintain continuous coverage for the Term of this Agreement and a period of three (3) years after termination or expiration of this Agreement. Agency shall name the City of Mesa, its agents, officers, employees, elected and appointed officials, and volunteers as additional insured and shall provide City with evidence of the required insurance coverage. Agency shall also maintain during the Term of this Agreement workers' compensation insurance for Students and Agency Instructors as required under Arizona law. Agency may satisfy the insurance requirements in this paragraph through a policy of self-insurance, and may provide proof of self-insurance through a Declaration of Self-Insurance.

5.2 City will maintain during the Term of this Agreement a policy of commercial general liability insurance and professional liability insurance with minimum coverage amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and may do so through self-insurance. If City's insurance policy(ies) is on a claims-made basis, City shall maintain continuous coverage for the Term of this Agreement and a period of three (3) years after termination or expiration of this Agreement. City shall also maintain during the Term of this Agreement workers' compensation insurance for its employees as required under Arizona law. City may satisfy the insurance requirements in this paragraph through a policy of self-insurance.

VI. INDEMNIFICATION

6.1 Agency, its agents, officers, employees, elected and appointed officials, and volunteers ("Agency Indemnitors"), agrees to defend, indemnify and hold harmless the City's agents, officers, employees, elected and appointed officials, and volunteers, from and against such portion of any and all claims, damages, liabilities, losses, costs and expenses, including reasonable

attorneys' fees and experts' fees and costs, to the extent arising out of Agency Indemnitors' negligent or willful acts, or failure to act, under or in connection with the subject matter of this Agreement.

6.2 City, its agents, officers, employees, elected and appointed officials, and volunteers ("City Indemnitors"), agrees to defend, indemnify and hold harmless Agency's agents, officers, employees, elected and appointed officials, and volunteers, from and against such portion of any and all claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees and experts' fees and costs, to the extent arising out of City Indemnitors' negligent or willful acts, or failure to act, under or in connection with the subject matter of this Agreement.

VII. TUITION AND FEES

7.1 Agency will pay the tuition and fees set forth in Exhibit "E" for each employee that it enrolls in School as a Student. City may adjust the amount from time to time at its sole discretion. City may reduce the tuition amount based on Agency providing Agency Instructors, facilities or equipment as set forth in Section 2.4 of this Agreement.

7.2 City will invoice Agency for each School session/semester. Agency shall remit all payments to the City of Mesa within thirty (30) calendar days of the invoice date ("Due Date"). If Agency's payment is not received within five (5) days after the Due Date, City may cancel the School and terminate this Agreement.

VIII. TERM OF AGREEMENT

This Agreement shall commence on the Effective Date referenced above and shall continue in full force and effect for five years thereafter (the "Term") or until otherwise cancelled or terminated in accordance with Section IX of this Agreement or as a result of a failure to pay tuition and fees under Section VII. The Agreement may be renewed on the same terms and conditions for one additional five-year term upon City receiving notice of Agency's desire to renew the Agreement at least ninety days before expiration of the Term and written agreement of the Parties.

IX. TERMINATION OF AGREEMENT

Either Party may terminate this agreement for any or no reason by providing thirty days' written notice to the other Party. Upon such notice, the Agreement will be terminated, but the City shall continue any Program then in effect until completion, unless such termination is for failure to pay the tuition and fees required under Section VII of the Agreement. If the Agreement is terminated, Agency will be liable for any contract/services rendered and accepted.

X. GENERAL TERMS AND CONDITIONS

10.1 Independent Contractor. It is expressly understood that the relationship of Agency to the City will be that of an independent contractor. Agency and all persons employed by Agency, either directly or indirectly, are Agency's employees, not City employees. Accordingly, Agency and Agency's employees are not entitled to any benefits provided to City employees including, but not

limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Agency employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment compensation. If any Agency employees or subcontractors assert a claim for wages or other employment benefits against the City, Agency will defend, indemnify and hold harmless the City from all such claims.

For purposes of workers' compensation, pursuant to A.R.S. § 23-1022(D), Agency shall be solely liable for the payment of workers' compensation benefits for its employees.

10.2 Assignment. This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Agency from any of its obligations and liabilities under the Agreement.

10.3 Successors and Assigns, Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

10.4 No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

10.5 Amendments. There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties.

10.6 Compliance With Applicable Laws.

10.6.1 Agency is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Agency employees attending School. Specifically, all Agency personnel who fall under this Agreement (i.e. Students and Agency Instructors) must be notified in writing by Agency that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Agency agrees to prohibit the use of intoxicating substances by all Agency personnel and will ensure that Agency personnel do not use or possess illegal drugs while enrolled in the School or while on City or School premises or during School-related activities.

10.6.2 Federal and State Immigration Laws. Agency agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Agency will ensure and keep appropriate records to demonstrate that all Agency personnel have a legal right to live and work in the United States.

10.6.2.1 As applicable to Agency, under the provisions of A.R.S. § 41-4401, Agency hereby warrants to the City that Agency and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that

relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the “Contractor Immigration Warranty”).

10.6.2.2 A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Agency to penalties up to and including termination of this Agreement at the sole discretion of the City.

10.6.2.3 To ensure Agency and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Agency or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Agency agrees to assist the City in regard to any random verification performed.

10.6.2.4 Neither Agency nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Agency or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

10.7 Nondiscrimination. Agency understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Agency represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans’ status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Agency and Agency’s personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*), and any other applicable non-discrimination laws and rules.

10.8 State Sponsors of Terrorism Prohibition. Per A.R.S. § 35-392, Agency must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

10.9 Termination for Conflict of Interest (A.R.S. § 38-511). Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

10.10 Termination for Non-Appropriation and Modification for Budgetary Constraint. The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

10.11 Force Majeure. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts

of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

10.12. Governing Law; Forum. This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.

10.13 Integration Clause. This Agreement, including all attachments and exhibits hereto, supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

10.14 Provisions Required by Law. Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.

10.15 Severability. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

10.16 Surviving Provisions. Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

10.17 Exhibits. All Exhibits set forth herein and attached are incorporated by this reference into this Agreement.

XI. NOTICES

Any notice, consent, or other communication ("Notice") required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to City:

Mesa Fire and Medical Department
13 W. 1st Street
Mesa, AZ 85201

ATTN: Assistant Fire Chief –
Emergency Medical Services

If to Agency:

Gilbert Fire and Rescue Department
85 Civic Center Drive
Gilbert, AZ 85296

ATTN: Assistant Fire Chief - Operations

Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Either Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Party as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

/// Signature pages to follow ///

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.

By: _____
Mesa Fire and Medical Department
Fire Chief

By: _____
Christopher J. Brady
Mesa City Manager

ATTEST:

City Clerk

In accordance with A.R.S. § 11-952(D), this Agreement has been reviewed by the undersigned who determined that it is in appropriate form and is within the powers and authority of the respective parties.

APPROVED AS TO FORM:

Assistant City Attorney

TOWN OF GILBERT

By: _____
Brigette Peterson, Mayor

ATTEST:

Chaveli Herrera, Town Clerk

In accordance with A.R.S. § 11-952(D), this Agreement has been reviewed by the undersigned who determined that it is in appropriate form and is within the powers and authority of the respective parties.

APPROVED AS TO FORM:

Chris Payne, Town Attorney

EXHIBIT A

Mesa Fire and Medical Department Paramedic Program Curriculum

BIO 160 Introduction to Human Anatomy and Physiology
PME201 Advanced Cardiac Life Support (ACLS) Initial Provider in Paramedicine
PME202 Pediatric Advanced Life Support (PALS) Initial Provider in Paramedicine
PME203 Pediatric Emergencies for Prehospital Professionals (PEPP) Initial Provider in Paramedicine
PME204 Neonatal Resuscitation Provider (NRP) in Paramedicine 0.5PME205 Advanced Medical Life Support (AMLS) Initial Provider in Paramedicine
PME206 International Trauma Life Support (ITLS) Provider/Pre-Hospital Trauma Life Support (PHTLS)
PME240 Pharmacology in Paramedicine
PME245 Airway and Ventilatory Management in Paramedicine
PME250 Comprehensive Patient Assessment in Paramedicine
PME251 Medical Emergencies in Paramedicine I PME252
Medical Emergencies in Paramedicine II
PME253 Medical Emergencies in Paramedicine III
PME254 Technical Operations in Paramedicine
PME260 Trauma Patient Management in Paramedicine
PME270 Immersive Total Patient Management Experience (ITPME)
PME280 Preparation for Paramedicine Practicum

PME281 Paramedicine Clinical Practicum: Comprehensive PME281AA
Paramedicine Clinical Practicum: Phase I
PME281AB Paramedicine Clinical Practicum: Phase II

PME288 Paramedicine Comprehensive Field Internship Practicum
PME289 Preparation for Paramedic National Credentialing

EXHIBIT B

CITY OF MESA PARAMEDIC SCHOOL ASSUMPTION OF RISK AND RELEASE AGREEMENT

In consideration of participation in the City of Mesa Paramedic School/Program, I understand and acknowledge that there are certain risks inherent in the Program, including, but not limited to: physical injuries, including death, from lifting or carrying heavy loads or other physical activities; exposure to patients with infectious diseases; radiation exposure; dealing with violent/physically abusive patients; mental distress due to patients or media depicting individuals with severe injuries and bleeding, dead and decomposed bodies, or physically exhausting or demanding shifts. I further understand and acknowledge that the City of Mesa is making available its or other selected facilities, training grounds, equipment and staff, and that it assumes no liability for the suitability or condition of its or other selected facilities, training grounds or equipment.

I agree to assume all risks associated with the School/Program and to hold the City of Mesa, its agents, officers, employees, elected and appointed officials, volunteers, and School/Program contractors harmless from and against any and all liability that may result from my participation in the School/Program, including, but not limited to, any claims, demands or suits of any nature, kind or description whatsoever, including costs and expenses; for or on account of any loss or damage to property owned or possess by me or by any student or other invitee; or any death or injury that may result from any cause, including, but not limited to, the activities of the Program, the condition and operation of training facilities, grounds, or equipment, or the condition and operation of any other selected facilities, training grounds or equipment and the acts or omissions of other selected facilities' staff.

This assumption of risk and release of liability shall apply to my heirs, successors and/or assigns.

I authorize the City of Mesa Paramedic School to seek emergency medical assistance on my behalf, as necessary, and agree that I am solely responsible for any and all medical expenses incurred on my behalf.

Student

Date

Printed name

Fire Department employed by:_____

Fire Chief signature

Student's Home Address:

() _____
Preferred Phone Number

EXHIBIT C

CITY OF MESA PARAMEDIC SCHOOL Immunization Requirements

Immunization record requirements

- Tuberculin Test within the last year or a Negative Chest X-ray within the last 5 years
- MMR (Measles, Mumps, Rubella) or titer
- T-Dap – within the last 10 years
- Influenza vaccine or exemption form
- Hepatitis B Vaccine or exemption form
- Varicella vaccine or titer
- Any requirements of hospitals/medical facilities providing clinical/field experience

**EXHIBIT D
PARAMEDIC TRAINING AGREEMENT**

Letter of Attestation of background check, drug screen and health assessment

Training Site Contact Person:	Ryan Herold
Training Site Contract Person Telephone:	480-644-4456
Training Site Contact Person E-mail:	ryan.herold@mesaaz.gov

February 22, 2022

Dear _____,

<Name of Student>, a student in the MFMD Paramedic Program, is scheduled to begin a clinical experience with MFMD's Paramedic Program's hospital partners ("Training Site") by mid-June. Please accept this letter as <Your Fire Department>'s attestation that <Name of Student> has successfully completed the background check, drug screen, health screening and orientation requirements as outlined in the "Paramedic Training Agreement".

Please note that Training Site will be contacted under separate cover regarding any students that do not meet the background, drug and/or health screening requirements as outlined in the aforementioned agreement.

Additionally, at any time as Training Site may deem necessary for audit and/or compliance verification purposes or any other lawful purpose, <Your Fire Department> agrees to provide proof of all documentation for the aforementioned screens within two (2) hours of a request from Training Site.

Sincerely,

Ryan Herold
Mesa Fire & Medical Paramedic Program
480-644-4456

EXHIBIT E

Student Handbook Agreement

Mesa Fire and Medical Department

Paramedic Program

I have read and agree to abide by all the items in the student handbook, course syllabus, and field/clinical requirements. I understand all MINIMUM competency requirements set by the program shall be met through a cumulative evaluation in laboratory, clinical and field experience. In addition, I understand that a MINIMUM cumulative grade of 75% is required in the cognitive, psychomotor, and affective learning domains. Students who do not meet the MINIMUMS set by the program are not eligible for graduation.

Student Signature

DATE

Printed Name _____ DATE _____

Program Director

Medical Director

This agreement shall remain in effect for the duration of the MFMD Paramedic Education program. By signing this document, the student acknowledges all requirements identified within the student handbook, course syllabus, and laboratory, field, and clinical requirements.

