

**MEMORANDUM OF AGREEMENT BETWEEN
MERIDIAN FIRE DEPARTMENT, BOISE FIRE DEPARTMENT, AND ADA COUNTY
EMERGENCY MEDICAL SERVICES DISTRICT FOR JOINT PURCHASE
AND USE OF ADVANCED LIFE SUPPORT SIMULATION MANNEQUIN**

This MEMORANDUM OF AGREEMENT BETWEEN MERIDIAN FIRE DEPARTMENT, BOISE FIRE DEPARTMENT, AND ADA COUNTY PARAMEDICS FOR JOINT PURCHASE AND USE OF ADVANCED LIFE SUPPORT SIMULATION MANNEQUIN (“Agreement”), is made and entered into this ____ day of _____, 2022, by and between the City of Meridian on behalf of the Meridian Fire Department, a municipal corporation organized pursuant to Idaho Code §§ 50-101 *et seq.* (“MFD”), the City of Boise on behalf of the Boise Fire Department, a municipal corporation organized pursuant to Idaho Code §§ 50-101 *et seq.* (“BFD”), and the Ada County Emergency Medical Services District, organized pursuant to Chapter 39, Title 31, Idaho Code (“District”) (collectively, “Parties”).

WHEREAS, Idaho Code section 67-2332 authorizes public agencies to contract with one another to jointly undertake a function which each public agency entering into the contract is authorized by law to perform, including purchases and shared use of training equipment;

WHEREAS, pursuant to Idaho Code section 67-2332, this Agreement sets forth fully the purposes, powers, rights, objectives and responsibilities of the Parties;

WHEREAS, the Parties have determined that it is in the best interest of their respective jurisdictions to enter into this Agreement for the purchase and shared use of the SimMan 3G Plus advanced life support simulation training mannequin, as specifically described in *Exhibit A* hereto (“Equipment”);

WHEREAS, it is the Parties’ desire to provide to each other mutual access to the Equipment purchased under this Agreement, in order to achieve economy of public resources, better coordinate public safety and emergency responses, and work cooperatively to fulfill the Parties’ respective public service and governmental functions;

NOW, THEREFORE, for and in consideration of the covenants, agreements and conditions hereinafter set forth, the Parties mutually agree as follows:

I. DISTRICT’S RESPONSIBILITIES.

- A. Invoice MFD and BFD.** Within thirty (30) days of execution of this Agreement, District shall deliver invoices to MFD and BFD, in the respective amounts set forth in this Agreement.
- B. Purchase of Equipment.** Following receipt of the monetary contributions of MFD and BFD, in the respective amounts set forth in this Agreement, but no later than September 30, 2022, District shall purchase the Equipment from Laerdal Medical (167 Myers Corners Road, Wappingers Falls, New York 12590), at a cost of seventy-nine thousand, one hundred and twenty-six dollars and sixty-six cents (\$79,126.66).

C. Ownership. Subject to the provisions of this Agreement regarding shared use, District shall own the Equipment as its asset, and shall:

1. Retain the Equipment in good working condition throughout the term of this Agreement.
2. Conduct or obtain any and all necessary cleaning, maintenance, and repair of the Equipment, unless such required maintenance or repair of the Equipment is solely attributable to another Party.
3. Properly store and secure the Equipment in order to prevent theft, damage, or loss.
4. Insure the Equipment against theft, damage, or loss.
5. Replace the Equipment if necessary due to theft, damage, or loss, unless such theft, damage, or loss is solely attributable to another Party.
6. In consultation with MFD and BFD Contacts, establish rules for the proper use of the Equipment.
7. In consultation with MFD and BFD Contacts, determine whether and under what terms other agencies may use the Equipment.

District's obligations under this provision shall endure through December 31, 2027. If District ceases to possess the Equipment before this date, District shall reimburse MFD and BFD, in prorated amounts. This reimbursement shall be twenty-five percent (25%) of each Party's contribution the first year after District ceases possession of the Equipment, and ten percent (10%) each subsequent year until the respective amounts are paid in full.

D. Maintenance and repair. Upon prior written agreement between the District Contact, the MFD Contact, and the BFD Contact, the Parties shall contribute equally to the costs of maintenance and repair of the Equipment. Prior to incurring maintenance and repair costs, District shall notify the MFD and BFD Contacts of such necessity, and shall allocate the costs between the Parties. District shall pay all such maintenance and repair costs and deliver invoices to MFD and BFD in the respective amounts as agreed by the party Contacts. If such maintenance or repair is solely attributable to either MFD or BFD, that Party shall bear the cost of maintenance and/or repair.

E. Shared use. In consideration of the contributions set forth in this Agreement, by arrangements to be made between the designated party Contacts, District shall work with MFD and BFD to schedule use of the Equipment. In the event two or more entities want to use the equipment on the same day, use of the Equipment will be on a first-come-first served basis. District Contact shall ensure that each Party has generally comparable time for training with the Equipment.

F. District Contact. District shall designate an individual to serve as District Contact, which individual shall serve as the liaison between District and City for all matters regarding day-to-day scheduling, use, and maintenance of the Equipment.

II. MFD'S RESPONSIBILITIES.

- A. Contribution to purchase.** Within thirty (30) days of District's invoice, MFD shall remit to District nineteen thousand, seven hundred and eighty-one dollars and sixty-six cents (\$19,781.66) as MFD's contribution to the purchase of the Equipment.
- B. MFD Contact.** MFD shall designate an individual to serve as MFD Contact, which individual shall serve as the liaison between MFD and District for all matters regarding day-to-day scheduling, use, and maintenance and repair needs of the Equipment.

III. BFD'S RESPONSIBILITIES.

- A. Contribution to purchase.** Within thirty (30) days of District's invoice, BFD shall remit to District nineteen thousand, seven hundred and eighty-one dollars and sixty-six cents (\$19,781.66) as BFD's contribution to the purchase of the Equipment.
- B. BFD Contact.** BFD shall designate an individual to serve as BFD Contact, which individual shall serve as the liaison between BFD and District for all matters regarding day-to-day scheduling, use, and maintenance and repair of the Equipment.

IV. GENERAL PROVISIONS.

- A. Party Contacts.** Communication between City Contact and District Contact may occur via e-mail or telephone. The Parties hereby designate the following individuals to serve as the respective Parties' contacts:

District Contact:	MFD Contact:	BFD Contact:
Jeremy Schabot	JD Hendrick	Kurt Freeman
Deputy Chief	Division Chief of EMS	Training Captain-EMS
jschabot@adacounty.id.gov	ghendrick@meridiancity.org	kfreeman@cityofboise.org
208-287-2962	208-888-1234	208-869-0911

- B. Notice.** All other notices required to be given by either of the Parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed as follows:

If to District:	If to MFD:	If to BFD:
Chief Shawn Rayne	City Clerk	Deputy City Clerk
Ada County Paramedics	City of Meridian	City of Boise
370 N. Benjamin Lane	33 E. Broadway Avenue	150 N Capitol Blvd.
Boise, Idaho 83704	Meridian, Idaho 83642	Boise, Idaho 83702

- C. Term.** This Agreement begins immediately upon execution and shall expire and automatically terminate on December 31, 2027 unless earlier terminated or extended.
- D. Non-appropriation.** Notwithstanding any other provision of this Agreement, no Party shall be obligated by any provision of this Agreement unless and until the Parties' respective

governing boards appropriates adequate funds for this Agreement in the Parties' budgets for the applicable fiscal year. In the event that funds are not appropriated necessary to meet obligations contemplated by this Agreement, then this Agreement shall terminate. Any Party failing to appropriate such funds shall notify the others at the earliest practicable date.

- E. Assignment.** Neither Party shall assign or sublet all or any portion of its respective interest in this Agreement or any privilege or right hereunder, either voluntarily or involuntarily, without the prior written consent of the other party. This Agreement and each and all of the terms and conditions hereof shall apply to and are binding upon the respective organizations, legal representative, successors, and assigns of the Parties.
- F. No agency.** For purposes of or in furtherance of this Agreement, neither party nor its respective employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall be considered agents of the other in any manner or for any purpose whatsoever.
- G. Compliance with laws.** In performing the scope of services required hereunder, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. Each Party shall comply with its own policies in the use of the Equipment.
- H. Termination.** Grounds for termination of this Agreement shall include an act or omission by any party which materially breaches any term of this Agreement; an act of nature or other unforeseeable event that precludes or makes impossible the performance of the terms of this Agreement; or a change in or occurrence of circumstances that renders the performance by any party a detriment to the public health, safety, or welfare. Any party may terminate this Agreement by providing thirty (30) days' notice of intention to terminate. Such notice shall include a description of the breach or circumstances providing grounds for termination. A fourteen (14) day cure period shall commence upon provision of the notice of intention to terminate. If, upon the expiration of such cure period, cure of the breach or circumstances providing grounds for termination has not occurred, this Agreement may be terminated upon mailing of notice of termination. If District terminates this Agreement before December 31, 2027, District shall reimburse MFD and BFD, in prorated amounts, for their respective contributions made under this Agreement.
- I. Construction and severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
- J. Non-waiver.** Failure of any party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after the governing body of either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement.
- K. Approval required.** This Agreement shall not become effective or binding until approved by the Parties' respective governing bodies. The Parties signatory hereto represent and warrant

that each is duly authorized to bind, respectively, District, MFD, and BFD to this Agreement in all respects.

- L. Execution of Agreement.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- M. Amendment.** This Agreement may only be amended in writing signed by all Parties.
- N. Actions of Others.** Each Party to this Agreement will be responsible for its own actions and shall not be liable for any claim or cause of action that may arise from actions or the furnishing of services by the other Party or any third party.
- O. Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, will excuse the performance by the Party for a period equal to any prevention, delay or stoppage
- P. Idaho Tort Claims Act.** Notwithstanding anything contained herein to the contrary, any potential liability of any party is at all times herein strictly limited and controlled by the provisions of the Idaho Tort Claims Act, as now or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection or defense afforded to the City of Boise as a political subdivision of the State of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law.
- Q. Governing Law.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Idaho.
- R. Alternative Dispute Resolution.** Prior to the commencement of a judicial suit, demand, claim, or controversy, the disputing Parties shall meet in good faith and attempt to mediate the disputed issue. The mediator will be a mutually agreed upon third party. This mediation will be non-binding. The disputing Parties may file a suit, demand, claim, or controversy after mediation is attempted.
- S. Jurisdiction.** The state courts of the State of Idaho will have exclusive jurisdiction of any suit, dispute, claim, demand, controversy, or cause of action that the Parties may now have or at any time in the future claim to have based in whole or in part or arising from the negotiations, execution, interpretation, or enforcement of this Agreement. The Parties submit to the in personam jurisdiction of the state of Idaho, to venue in the state courts within the state of Idaho in Ada County, and consent to service of process being affected upon them by certified mail sent to the addresses set forth in this Agreement.
- T. Entire Agreement.** This Agreement contains the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

IN WITNESS WHEREOF, the Parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

**BOARD OF ADA COUNTY EMERGENCY
MEDICAL SERVICES DISTRICT:**

Rod Beck, Commissioner

Ryan Davidson, Commissioner

Kendra Kenyon, Commissioner

CITY OF MERIDIAN:

Robert E. Simison, Mayor

CITY OF BOISE:

Lauren McLean, Mayor

ATTEST:

Phil McGrane, Ada County Clerk

ATTEST:

Chris Johnson, City Clerk

ATTEST:

Linda Lowry, City Clerk

EXHIBIT A
EQUIPMENT: ALS SIMULATION MANNEQUIN



Laerdal®
helping save lives

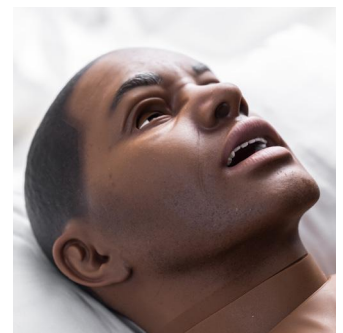


Immersive training for emergency care procedures

SimMan® 3G PLUS

A realistic, full body adult patient simulator, SimMan 3G PLUS is easy to operate and designed for a fully immersive simulation experience. SimMan 3G PLUS features interchangeable face skins, articulating arms, and the ability to train with real clinical devices.

Learners can perform individual or interdisciplinary team training, practicing critical skills such as decision-making, team communication, and patient care, all in a risk-free environment. Practice equitable care, integrating advanced clinical features to help prepare learners for real-world situations that improve patient outcomes.



SimMan® 3G PLUS

MULTIPLE AIRWAY SKILLS/FEATURES

- Controllable open/closed airway; automatically or manually controlled
- Head tilt/Chin lift
- Jaw thrust w/articulated jaw
- Suctioning (Oral & Nasopharyngeal)
- Bag-mask ventilation
- Nasal cannulation
- Orotracheal/Nasotracheal intubation
- Combitube, LMA, and other airway placement
- Endotracheal tube intubation
- Retrograde intubation
- Fiberoptic intubation
- Transtracheal jet ventilation
- Needle/Surgical cricothyrotomy
- Variable lung compliance – 4 settings
- Variable airway resistance – 4 settings
- Right main stem intubation
- Stomach distention

AIRWAY COMPLICATIONS

- Detection of proper head position
- Can't intubate/Can ventilate
- Can't intubate/Can't ventilate
- Tongue edema
- Pharyngeal swelling
- Laryngospasm
- Decreased cervical range of motion
- Trismus

BREATHING FEATURES

- Simulated spontaneous breathing
- Bilateral and unilateral chest rise and fall
- CO₂ exhalation
- Normal and abnormal breath sounds
 - 5 anterior auscultation sites
 - 6 posterior auscultation sites
- Oxygen saturation and waveform

BREATHING COMPLICATIONS

- Cyanosis
- Needle thoracocentesis – bilateral
- Unilateral & Bilateral chest movement
- Unilateral, Bilateral & lobar breath sounds
- Chest tube insertion - bilateral

CARDIAC FEATURES

- Extensive ECG library
- Heart sounds – four anterior locations
- ECG rhythm monitoring (4 wire)
- 12 lead ECG display
- Defibrillation and cardioversion using live defibrillation pads or paddles
- Pacing

CIRCULATION FEATURES

- Oscillometric BP measurement
- Carotid, femoral, brachial, radial, dorsalis pedis, popliteal and posterior tibialis pulses synchronized with ECG
- Pulse strength variable with BP
- Pulse palpation is detected & logged

VASCULAR ACCESS

- Bilateral preported IV access
- Bilateral humeral IO
- Tibial IO
- Bilateral deltoid IM

CPR

- Compliant with current Guidelines
- CPR compressions generate palpable pulses, blood pressure waveform, and ECG artifacts
- Realistic compression depth and resistance
- Detection of depth, release and frequency of compressions
- Real time feedback on quality of CPR

EYES

- Blinking - slow, normal, fast and winks
- Open, closed and partially open
- Pupillary accommodation:
 - synchrony/asynchrony
 - normal and sluggish speed of response

OTHER FEATURES

- Interchangeable head skins
- SpO₂ measurement with pulse oximeter
- Seizure/Fasciculation
- Bleeding
 - Simulation of bleeding at multiple sites
 - Arterial and venous
 - Vital signs automatically respond to blood loss & therapy
 - Works with various wound modules & moulage kits
- Urine output (variable)
- Foley catheterization
- Secretions
 - Eyes and Ears
 - Blood, Mucous, CSF, etc.
- Diaphoresis
- Bowel Sounds – four quadrants
- Patient Voice
 - Pre-recorded and custom sounds
 - Instructor can simulate patient's voice-wirelessly
- Instructor Communication
 - Multiple instructors communicate using integrated voice over IP
- Fully articulating pelvis
- Leg rotation in all natural directions
- Articulating arms

PHARMACOLOGY

- Extensive drug formulary
- Automatic or programmable physiological responses

CERTIFICATIONS

- UL, CE, FCC, CSA

FEATURES

- Wireless instructor computer with LLEAP software
- Control multiple manikins from 1 interface
- Control simulation from anywhere on your network
- Use Manual Mode to run "on-the-fly" for total control over all parameters
- Utilize Automatic Mode with pre-programmed scenario for a simple and standardized way to run a simulation
 - Patient cases utilizing physiological and pharmacological models
 - Pre-programmed scenarios
 - Self-authored content
- Simulation controls; fast forward, pause, rewind, save/restore
- Profile editor
- Future prediction and patient outcome display
- Integrated video debriefing
- Time stamped activities, vital signs, and instructor comments are captured in the event log

PATIENT MONITOR

- Touch-screen simulated patient monitor provides concise clinical feedback for physiological parameters
- The monitor's color screen is configurable and provides multiple simulated parameters, each presenting multi-level alarms
- Simulated parameters include ECG (2 traces), SpO₂, CO₂, ABP, CVP, PAP, PCWP, NIBP/TOF, Cardiac output, Temperature (core and peripheral), additional and programmable parameters e.g. ICP
- X-Ray Display
- 12 Lead ECG
- Custom Image Display
- Custom Video Display
- Oxygen saturation and waveform

ORDERING INFORMATION

212-03350 SimMan 3G PLUS Light

212-03150 SimMan 3G PLUS Medium

212-03250 SimMan 3G PLUS Dark

Includes: SimMan 3G PLUS Manikin, LLEAP Software and License, USB Headset/Microphone, Wounds Kit, Specially Designed Clothing (Trousers, Shirt, Gown, Wig), Simulated Patient Cables, Soft-sided Carry Cases

COMPUTER OPTIONS

400-10201 Laptop Instructor/Patient Monitor

400-09201 Tablet-PC Instructor/Patient Monitor

400-09501 Rugged Tablet Instrucotr/Patient Monitor

400-29301 All In One Panel PC Instructor/Patient Monitor

OPTIONAL ACCESSORIES

212-07150 Rugged Carry Case

Operation

Customize your SimMan® 3G PLUS operation with 4 LLEAP instructor computer and simulated patient monitor options.



Supporting Products

Pairing SimMan 3G PLUS with complementary partner accessory solutions helps deliver a more complete and realistic simulation training experience.

- **VitalsBridge** - Use your own clinical patient monitor during simulation training
- **Laerdal-SonoSim Ultrasound Solution** - Include diagnostic ultrasound featuring real cases with pathological findings into full-scale simulations
- **ASL 5000 Lung Solution** - Conduct high-fidelity ventilation management training with a spontaneously breathing patient

SimCapture allows you to effectively manage, record, and assess simulation training, both on-site and in-situ.

Services

Laerdal offers comprehensive Educational Services to support your faculty competency development needs to optimize learning potential in your students, and Technical Services to help ensure your equipment is operational for maximum performance.

Visit Laerdal.com for a complete listing of parts, accessories, and consumables