

MEMORANDUM OF UNDERSTANDING

USE OF FACILITIES FOR EMERGENCY VEHICLE OPERATIONS SAFETY DRIVING

PART I: BASIS AND PURPOSE OF MEMORANDUM

THIS AGREEMENT, made and entered into this 1st day of **October 2020**, by and between Las Positas College, 3000 Campus Hill Drive, Livermore, California (hereinafter called the "College") and Falck Northern California Corp., 28333 Industrial Boulevard, Hayward, CA hereinafter called "Falck".

W I T N E S S E T H

WHEREAS, Falck conducts a course in **Emergency Vehicle Operator Safety** for its New Hire Employees and can provide student field experiences to Las Positas College Paramedic student interns.

WHEREAS, the College can provide the facilities for the driving portion of the Emergency Vehicle Operators Safety Course.

THEREFORE, the parties agree to the conditions as follows:

PART II: RESPONSIBILITIES OF FALCK

1. Falck assumes full responsibility for the Emergency Vehicle Operator Safety educational program and will provide instruction, evaluation and discipline of the students.
2. Falck will conduct the Emergency Vehicle Operator Safety course in accordance of all guidelines set forth by the National Association of Emergency Medical Technicians and Appendix A of this document.
3. Falck agrees that assigned New Hire Employees shall be subject to the rules and regulations of the College and shall conform to the requirements and restrictions of the College and shall not be considered students or employees.
4. In exchange for each time the College provides the facilities needed for Falck to conduct the driving portion of its Emergency Vehicle Operator Safety course, Falck will place a Las Positas College Paramedic Student/Intern in a Tier 2 assignment for internships. This Tier 2 placement means that when an internship

opening becomes available that a Las Positas Paramedic Student/Intern will be the placed prior to any other non-employee Paramedic Student Intern. If the assignment is not used at the time that the facilities are use, this placement can be banked up to a period of one year. The student is still responsible for any internship fees charged.

5. Falck agrees to provide proof of current liability/malpractice coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate per year. Falck will provide a Certificate of Insurance evidencing such coverages to Las Positas College with the college listed as an additional insured. The certificate shall further provide notice at least ten days prior to any change in coverage.

PART III: RESPONSIBILITIES OF THE COLLEGE

1. College will provide the appropriate facilities to Falck and will permit access to facilities at a date and time as shall be mutually agreed upon by both parties.
2. College will assure that the parking lot designated for use is cleared of all vehicles, storage containers or other movable objects.
3. College staff may observe and/or assist in the education of the employees as long as the staff member does not operate any Falck vehicles. Such participation will be voluntary, unpaid by Falck and will be under the direction of the EVOS Course Coordinator.
4. College agrees to provide proof of current liability/malpractice coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate per year. The College will provide a copy of the certificate of insurance to Falck – Alameda County, 28833 Industrial Boulevard, Hayward, CA 94545 either by mail or email. The certificate shall further provide notice at least ten days prior to any change in coverage.

PART IV: LIABILITY STATUS OF THE CONTRACTING AGENCIES

1. Falck shall defend, save harmless and indemnify Las Positas College and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Falck hereunder, resulting from the conduct, negligent or otherwise, of Falck, its agents, servants, employees or subcontractors hereunder.
2. Las Positas College shall defend save harmless and indemnify Falck and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the College hereunder, resulting from the conduct, negligent or otherwise, of the college its agents, servants, employees or subcontractors hereunder.

PART V: DURATION OF THIS CONTRACT

1. This agreement shall become effective on the date first appearing in this agreement and shall continue until terminated by any one of the parties hereto. Termination shall be given by written notice of intent to terminate sent by registered mail or email confirmed by the other party two (2) months prior to the date of termination. Such termination shall not take effect, however, with regard to student internships already in progress or unused internships credits earned when such termination notice is given.
3. This agreement may be terminated and its provisions may be altered, changed or amended by mutual consent of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by and on behalf of the parties hereto, the day and year first above written.

Falck – Alameda County

Las Positas College c/o Chabot-Las Positas CCD

By _____

By _____

Title _____

Title _____

Address _____

Address _____

Date _____

Date _____

APPENDIX A

PURPOSE AND OPERATIONAL GUIDELINES

- The purpose of the driving skills portion of the EVOS course is to allow participants to develop good judgment in assessing road conditions and to develop the skills required to safely and effectively negotiate the vehicle in various types of traffic conditions.
- The driving skills portion consists of several skill stations with all driving maneuvers being performed at low speeds (<20 mph), with nonaggressive driving. Proper techniques and accuracy are stressed over speed.
- The emphasis is all driving is performed at a slow and safe speed. Speeds never exceed 20 mph. Speed is only increased within the accepted limits only after participants have performed slower practice runs.
- When in reverse, the speed of the vehicle should be controlled by the brake only and should not exceed 10 mph speed.
- Employees will spend time learn to park the ambulance in different settings.
- The various skill stations will utilize safety cones that are supplied by Falck to serve as markers to maneuver around.
- To ensure safety throughout the driving skills portion, only individuals involved in the actual driving or instructors monitoring a student's performance are allowed on the course at any given time.
- To improve visibility while on the driving course, the emergency lights on the ambulance will be on but no sirens will be used.