

## CLINICAL AFFILIATION AGREEMENT

Effective Date: August 14, 2023

This Clinical Affiliation Agreement is made and executed as of the date first written above at Cleveland, Wisconsin, by and between the LAKESHORE TECHNICAL COLLEGE, a Wisconsin institution for technical education and training (“LTC”), and Waukesha Fire Department (“WFD”).

### W I T N E S S E T H:

WHEREAS, LTC administers educational curricula for various health services (each a “Program” and collectively the “Programs”), and seeks to provide, as part of the Program curricula, supervised clinical experiences for LTC students enrolled in the Programs (“Students”);

WHEREAS, the facility provides medical or other services consistent with one or more Programs, and seeks to train future health care practitioners by providing Students with supervised clinical experiences at Waukesha Fire Department clinical education sites, consistent with the educational objectives of Students and LTC, including its site located at 130 West St. Paul Avenue, Waukesha, WI. 53188 (the “Site”).

WHEREAS, LTC and the WFD have determined that each may best accomplish its objectives by mutual assistance, and seek to set forth their rights and responsibilities in this Agreement;

NOW THEREFORE, LTC and the Clinical Education Setting agree as follows:

### AGREEMENT

1. LTC’S RESPONSIBILITIES. In addition to its responsibilities described elsewhere in this Agreement, LTC shall have the following responsibilities:

1.1 Preparation of Students for Clinical Placement. LTC shall assure, through qualified faculty that each Student assigned to the Site is adequately prepared to benefit from such assignment. A Student’s preparedness shall be measured by: (i) academic performance indicating an ability to understand what a Student will observe and/or perform during the clinical placement; and (ii) appreciation of the nature and seriousness of the work Student will observe and/or perform. LTC shall ensure that students have completed initial training compliant with Title 29 of the Code of Federal Regulations at 29 CFR 1910.1030, OSHA’s Bloodborne Pathogens Standard, as applicable to a fire-service-based EMS setting. LTC shall be responsible for all associated record keeping.

1.2 Assigning Students to the Clinical Education Setting. After receiving from WFD the number of placements available for Students, LTC shall select Students to be assigned (with the approval of WFD) to the Site. LTC shall notify WFD of the Students assigned to the Site, and each Student’s availability for participation in clinical experiences.

1.3 Educational Coordinator. LTC shall appoint a faculty member to serve as Educational Coordinator for each Program, and shall communicate his or her name, title and telephone number

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to WFD. The Educational Coordinator shall be responsible for overall management of the Students' educational experience, and may be assigned as Educational Coordinator for one or more Programs.

1.4 Accreditation and Licensure. LTC shall maintain, at all times during the term of this Agreement: (i) accreditation as an educational institution; (ii) all licensures and approvals from the State of Wisconsin necessary to the applicable Program; and (iii) full and unrestricted accreditation of the Programs from the accrediting organization. LTC shall promptly notify WFD of any change in its accreditation or licensure status.

1.5 Background Investigative Disclosure. All Students who are assigned to the Site shall have had a background check performed under the direction of LTC in accordance with applicable Wisconsin Caregiver Background Check Law. The background check shall include obtaining, as applicable, information from the Department of Justice, the Department of License and Regulation, the Department of Health and Family Services and from similar out-of-state agencies if the student has lived outside of Wisconsin within the past three years. If the Student has a criminal record, it will be evaluated by LTC to determine if the individual is barred from performing duties at the Site. Prior to placement of the Student, LTC will notify WFD in writing of any crime of which Student has been convicted so that WFD may make a determination as to whether the conviction(s) is substantially related to the duties the student would be performing. WFD may refuse placement of any Student it believes could put its patients, employees and/or visitors at risk. LTC will notify WFD when LTC becomes aware that any Student assigned to the Site is charged with or convicted of any crime or is investigated by any governmental agency.

2. WFD RESPONSIBILITIES. In addition to its responsibilities described elsewhere in this Agreement, WFD shall have the following responsibilities:

2.1 Number of Placements. WFD shall have sole discretion to determine its capacity to accept Students for clinical placement under this Agreement, whether such capacity is described in terms of the number of Students on-site at any one time, the number of hours of clinical supervision WFD can provide over a period of time, or other such description of capacity. WFD shall communicate such capacity to LTC before Students may be assigned to the Site.

2.2 Site Coordinator. WFD shall appoint an employee to serve as a coordinator at the Site for each Program (the "Site Coordinator"), and shall communicate his or her name, title and telephone number to LTC. WFD shall be responsible for overall management of the experience at the Site, and may be assigned as Site Coordinator for one or more Programs.

2.3 Orientation. WFD shall provide LTC's faculty and Students with a comprehensive orientation to the Site, including all applicable policies and procedures and expectations of WFD, and a tour of the Site. Such orientation shall include a comprehensive orientation to the WFD's emergency and safety protocols and policies.

2.4 Qualified Supervision. WFD shall maintain throughout the term of the Agreement a student/practitioner ratio in accordance with Wisconsin law.

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2.5 Student Access to the Clinical Education Setting and Patients. WFD shall permit access by Students to any and all areas of the Site as reasonably required to support Students' clinical development and as permitted under applicable law. These areas shall include, without limitation, patient care units, laboratories, ancillary departments, health science libraries, cafeteria and parking facilities. WFD reserves the right to refuse access to any Student who does not meet, in WFD's reasonable determination, its standards for safety, health or proper conduct.

2.6 Accreditation, Licensure and Eligibility. WFD shall maintain, at all times during the term of this Agreement all qualifications necessary to provide services under this Agreement, including: (i) full and unrestricted accreditation, as appropriate, from the Joint Commission on Accreditation on Healthcare or as approved by the State of Wisconsin; (ii) all necessary licensures, certifications and approvals from the State of Wisconsin or other authority; and (iii) if applicable, eligibility for participation in the Medicare and Medicaid programs. WFD shall immediately notify LTC of any change in WFD's qualifications, accreditation, licensure or eligibility status.

2.7 Clinical Component Requirements. The clinical component offered by LTC shall in all respects be implemented and administered by WFD in a manner that meets the requirements of any agency that accredits, licenses, certifies or otherwise oversees the Program, other authorities identified by LTC, and all applicable laws.

2.8 Inspections. Upon reasonable request, WFD shall permit inspection of its premises by LTC, Program oversight agencies, if any, and other authorities.

2.9 Outcomes Not Guaranteed. LTC acknowledges that the primary purpose of the Program is to allow students to witness firsthand real-life emergency medical situations, and not for City personnel to provide instruction to students. LTC shall remain solely responsible for educating its students to meet the requirements that LTC maintains for the receipt of a degree, certificate or other educational attainment. City personnel will provide incidental instruction and guidance to LTC students, however, the City makes no representations that such instruction and guidance will conform to LTC's curriculum, and the City expressly disclaims any and all warranties and representations as to the quality or content of such instruction and guidance.

3. JOINT RIGHTS AND RESPONSIBILITIES. In addition to their responsibilities described elsewhere in this Agreement, LTC and WFD shall have the following rights and responsibilities.

3.1 Supervision and Evaluation of Students. LTC and WFD shall, in good faith, work cooperatively to assure adequate supervision and evaluation of Students while Students are on-site at the Site. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Site, including the Student's impact upon patients' wellbeing; (ii) the importance of abiding by WFD's rules and regulations; (iii) the confidentiality of patient identities and health information; and (iv) the Student's responsibilities under Section 4 below. If WFD reasonably requests, LTC shall assure prompt feedback to WFD regarding Students' evaluation of their clinical experience at the Site. WFD shall assure prompt feedback to LTC regarding Students' performance at the Site and additional feedback as described in the Program memorandum, if any. The foregoing notwithstanding, WFD will have primary responsibility for Student behavior at the Site.

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3.2 Review and Evaluation of Affiliation. LTC and WFD shall review and evaluate any and all aspects of their affiliation at periodic intervals, and will work cooperatively to establish and maintain clinical experiences that meet their respective objectives. This Agreement may be amended or modified, pursuant to Section 9 below, to reflect changes in the parties' relationship.

4. STUDENT RESPONSIBILITIES. Students' responsibilities shall include the following:

4.1 Conduct. At all times while on the Site Students shall conduct themselves in a professional manner and shall refrain from loud, boisterous, offensive or otherwise inappropriate conduct. Students shall refrain from the improper use of alcohol or other drugs, and shall not carry any firearms or other weapons while at the Site. Students shall abide by all policies, rules and regulations established by WFD and LTC.

4.2 Timeliness. Students shall report to the Site at the assigned place and time. Students shall immediately inform WFD and LTC of their inability to report to the Site as assigned.

4.3 Uniform and Identification. Students shall wear the uniform or other clothing as directed by LTC and shall display proper identification as directed by WFD. Students; appearance shall at all times be neat and clean.

4.4 Personal Expenses. While at the Site, Students shall be responsible for their personal expenses such as meals, travel, medical care and incidentals.

4.5 Evaluation of Clinical Experience. Upon request of LTC or WFD, Students shall provide a candid evaluation of the clinical experience at the Site, including, without limitation, preparation for the on-site experience, orientation to the Site, and experience and supervision at the Site.

5. STUDENT HEALTH POLICIES

5.1 Emergency Medical Services. If a Student is injured or becomes ill while at the Site, WFD shall provide emergency or urgent medical care as appropriate, consistent with WFD's capability and policies and the medical capabilities at the Site. WFD shall promptly notify LTC that the Student has been injured or become ill. Students shall bear financial responsibility for charges associated with such treatment.

5.2 Immunizations. LTC shall assure Students have received, before reporting to the Site, appropriate immunizations and vaccines, or, in the alternative, have completed the appropriate declaration of immunization form, notice of which is provided to the Clinical Education Setting.

6. Final Authority. Anything in this Agreement to the contrary notwithstanding, WFD retains final authority for all aspects of operations at and management of the Site.

7. Remuneration. Students will not receive remuneration for services relating to the Program and performed for or on behalf of WFD.

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## 8. TERM AND TERMINATION

8.1 Initial and Renewal Term. Subject to Section 8.2 below, this Agreement shall be effective as of the date set forth above and shall continue for an initial term of one academic or Program year. Thereafter, this Agreement shall automatically renew and continue in full force and effect for any and all periods during which any Student in a Program is placed at and accepted by WFD. Notwithstanding the foregoing, either party may choose not to renew this Agreement at the end of the then-current Program by providing the other with not less than sixty (60) days' advance written notice before the end of then-current Program. If either party's non-renewal of this Agreement disrupts the clinical experience of any Student in a Program, the Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of such Student(s)' clinical experience. Upon notice of non-renewal by either party, no new Student may be placed at the Site.

8.2 Termination. Notwithstanding Section 8.1 above, this Agreement may be terminated as follows:

A. By Agreement. LTC and WFD may terminate this Agreement at any time upon written agreement.

B. For Cause. A party may terminate this Agreement for cause as follows:

(1) A party may terminate this Agreement at any time, upon material breach of any of its provisions by the other party; provided, however, that, if such breach is curable, not less than thirty (30) days prior to termination, written notice shall be given by the non-breaching party to the breaching party that states the nature of the material breach giving rise to termination, permits the breaching party reasonable opportunity to cure the breach to the reasonable satisfaction of the non-breaching party during said 30 day period, and the non-breaching party's intention of the non-breaching party to terminate this Agreement if the breach is not cured within the 30 day period.

(2) If the material breach is not resolved to the reasonable satisfaction of the non-breaching party during the 30 day period as provided in B.(1) above, the non-breaching party shall promptly give the breaching party written notice of termination of the Agreement.

(3) If termination of the Agreement by WFD pursuant to this Section 8.2(B) disrupts the clinical experience of any Student in a Program, the parties shall attempt, in good faith and using their commercially reasonable best efforts, to continue Students' clinical experiences and this Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Students' clinical experience. During any period in which notice of termination has been given and existing Students are completing the Program, no new Student may be placed at the Site.

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C. Suspension. LTC may immediately suspend this Agreement if WFD fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under Section 2.6 of this Agreement. WFD may suspend this Agreement immediately upon written notice to LTC if LTC fails to maintain full and unrestricted accreditation and licensure as required under Section 1.4 of this Agreement.

8.3 Effect of Termination. Upon termination of this Agreement, no party shall have any further obligation hereunder except for obligations accruing under the terms of this Agreement prior to the date of termination, but this Section 8.3 shall not be construed to preclude either party from pursuing all legal and equitable rights in case any breach of this Agreement causes damages to such party, but, provided further that neither party shall be liable to the other for any indirect, consequential or exemplary damages.

8.4 Termination of a Student's Clinical Education Site Due to Student's Actions. Notwithstanding Article 8 above, if a Student fails to substantially perform as required in this Agreement, LTC may prohibit the Student from participating in a Program, and LTC and WFD may preclude the Student from being upon the Site., Notice shall be given by the party to such Student, describing the nature of the material breach and stating the intention of the party to terminate the Student's participation in the Program and/or access to the Site.

9. AMENDMENTS AND MODIFICATIONS. This Agreement may be changed at any time with the written amendment, signed by both parties.

## 10. INDEMNIFICATION AND LIABILITY

10.1 Indemnification by WFD. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or any documents incorporated herein by reference, WFD for itself, its shareholders, directors, officers, employees, contractors and agents (each an "WFD Indemnifying Party," and together, the "WFD Indemnifying Parties"), shall indemnify, hold harmless and defend LTC, its board members, directors, officers, employees, contractors, agents, insurers, attorneys and participating students (each an "LTC Indemnified Party," and together, the "LTC Indemnified Parties") from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like (except for those acts or omissions of LTC Indemnifying Parties covered by the LTC Indemnifying Parties' obligations under Section 10.2 immediately below) to whomsoever owed and by whomsoever and whenever brought or obtained, that may in any manner result from, relate to, or arise as a result of WFD's negligent acts or omissions. By this indemnity, WFD and the City of Waukesha do not waive any immunities, notice requirements, or liability limits provided to it by statute or common law. W The LTC Indemnified and Indemnifying Parties and the WFD Indemnified and Indemnifying Parties are also each referred to in this Section 8 as an "Indemnifying Party" or an "Indemnified Party," as appropriate.

10.2. Indemnification by LTC. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or any documents incorporated herein by reference, LTC, for itself, its board members, officers, , employees, contractors, agents and participating students (each an "LTC Indemnifying Party," and together, the "LTC Indemnifying Parties"), shall indemnify, hold harmless and

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defend WFD, its shareholders, directors, officers, members, employees, contractors and agents insurers and attorneys (each an “WFD Indemnified Party,” and, together, the “WFD Indemnified Parties”) from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, attorneys’ fees, and the like (except for those acts or omissions of the WFD Indemnifying Parties covered by the WFD Indemnified Parties’ obligations under Section 10.1, immediately above) to whomsoever owed and by whomsoever and whenever brought or obtained, that may in any manner result from, relate to, or arise in the course of, any act or failure to act by LTC in connection with this Agreement.

10.3. Indemnification Procedures. In the case of claims made by a third party (a “Third Party Claim”) with respect to which indemnification is sought, the Indemnified Party, whether an WFD Indemnified Party or an LTC Indemnified Party, shall give prompt notice to any Indemnifying Party of any such Third Party Claim made upon it. If the Indemnified Party fails to give such notice, such failure shall not preclude the Indemnified Party from obtaining such indemnification but its right to indemnification may be reduced to the extent such delay materially prejudiced the defense of the Third Party Claim or increased the amount of liability or cost of defense.

10.4 Assumption of Defense. Unless (i) the Indemnifying Party is also a party to such Third Party Claim and the Indemnified Party determines that joint representation would be inappropriate, or (ii) the Indemnifying Party fails to provide reasonable assurance to the Indemnified Party of the Indemnifying Party’s financial capacity to defend such Third Party Claim and provide indemnification with respect to such Third Party Claim, the Indemnifying Party shall, by notice to the Indemnified Party given not later than ten (10) days after receipt of the Third Party Claim notice, assume the control of the defense, compromise or settlement of the Third Party Claim, provided that such assumption shall, by its terms, be without cost to the Indemnified Party and provided the Indemnifying Party acknowledges in writing its obligation to (i) not settle any Third Party Claim where such settlement of the Third Party Claim would have a material adverse effect on the Indemnified Party without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld and (ii) indemnify the Indemnified Party in accordance with the terms contained in this section in respect of the Third Party Claim.

10.5 Pursuit of Defense/Cooperation/Legal Fees. Upon the assumption of control of any Third Party Claim by the Indemnifying Party as set out in subsection 10.3 above, the Indemnifying Party shall diligently proceed with the defense, compromise or settlement of the Third Party Claim at its or their sole expense, including if necessary, employment of counsel reasonably satisfactory to the Indemnified Party and, in connection therewith, the Indemnified Party shall cooperate fully, but at the expense of the Indemnifying Party with respect to any out-of-pocket expenses incurred, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party’s control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Party are reasonably necessary to enable the Indemnifying Party to conduct such defense. The Indemnified Party shall also have the right to participate in the negotiation, settlement or defense of any Third Party Claim at its own expense. The Indemnified Party shall not settle any Third Party Claim without the prior written consent of the Indemnifying Party, such consent not to be unreasonably withheld.

10.6 Failure of Indemnifying Party to Assume Defense. If the Indemnifying Party does not assume control of a Third Party Claim as permitted in Section 10.3 above, the Indemnified Party shall

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be entitled to make such settlement of the Third Party Claim as in its sole discretion may appear advisable, such settlement or any other final determination of the Third Party Claim shall be binding upon the Indemnifying Party and the Indemnifying Party shall be entitled to collect from the Indemnifying Party, jointly and severally, the full amount paid in such settlement and all attorney fees and costs incurred by the Indemnifying Party in relation to the Third Party Claim and in enforcing its/their rights to indemnification as provided herein.

10.7 Costs. If each party is found to be at fault, then each shall bear its own costs and attorney fees and its proportionate share of any judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

10.8 Survival. This Section 8 shall continue beyond the expiration, non-renewal or termination of this Agreement.

## 11. INSURANCE.

11.1 LTC. At no cost to WFD, LTC shall maintain, general and professional liability insurance covering LTC as an entity and each of its employees, students, and agents against general and professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year. Evidence of such insurance shall be provided to WFD upon request.

11.2 WFD. At no cost to LTC, WFD shall maintain general and professional liability insurance covering WFD as an entity and each of its employees against professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year. Evidence of such insurance shall be provided to LTC upon request.

12. DISPUTE RESOLUTION. Except for any matter involving a Third Party Claim for which indemnification is requested, any dispute arising under or in any way related to this Agreement that is not resolved by agreement of LTC and WFD shall be submitted to mediation before a mediator of the Parties' mutual choice before any legal action is filed. The Parties agree that they will exercise good faith in attempting to reach a resolution in mediation. The prevailing party in such arbitration shall be entitled to collect from the other party its reasonable attorney fees and costs incurred in the mediation proceedings (including all preparation for mediation after a mediation demand has been made). The parties shall request that the mediator make a specific finding of which party is the prevailing party. If the mediator determined neither party is the prevailing party, each party shall bear its own legal costs and expenses.

## 13. NOTICES AND COMMUNICATION

13.1 Notices. All notices under this Agreement shall be given in writing and shall be deemed to have been given, in the case of personal delivered, upon receipt, in the case of mail delivery, two business days after deposit in the United States mail, first class delivery, postage prepaid and addressed to the street address set forth below, and, if by email, to the email address set forth below with no receipt of a failure of the transmission of the email:

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If to LTC: Lakeshore Technical College, Inc.  
Attn: Rob Schmidt  
Associate Dean of Public Safety  
1290 North Avenue  
Cleveland, WI 53015

If to WFD: Waukesha Fire Department  
Attn: Chief Steve Howard  
130 W. Saint Paul Ave  
Waukesha, WI 53188

The addresses above shall be presumed to be accurate and current until notice of a different address is given according to the procedure(s) in this Section 13.

14. NON-EXCLUSIVE. LTC shall be free to enter into similar agreements with other facilities, and WFD shall be free to enter into similar agreements with other educational institutions.

15. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Wisconsin (regardless of such State's conflict of laws principles), and without reference to any rules of construction regarding the party responsible for the drafting hereof.

16. INVALID PROVISION. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof; this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

17. ASSIGNMENT. No assignment by a party of this Agreement or its rights and responsibilities hereunder shall be valid without the specific written consent of the other party, which may be withheld in the other party's sole discretion.

18. RELATIONSHIP OF PARTIES. LTC and WFD, including their respective agents and employees, shall be, at all times, independent contractors of the other. Nothing in this Agreement is intended or shall be construed to create a joint venture relationship, a partnership, a lease, or a landlord/tenant relationship. Should any governmental agency question or challenge the independent contractor status of LTC, WFD or their employees, then, upon receipt by either of them of notice, both LTC and WFD, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations, irrespective of how such discussions are initiated.

19. CONFIDENTIALITY OF RECORDS

19.1 Student Records. Many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and, generally, student permission must be obtained before releasing specific student data to anyone other than LTC. LTC will provide WFD with guidance with respect to compliance with FERPA, but LTC assumes no responsibility for WFD's failure to comply with FERPA or any other laws dealing with the confidentiality of student records.

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19.2 Patient Health Care Records. Patient health information is protected under Wisconsin law (e.g., Wis. Stat. §§ 146.82, 51.30 and 252.15) and the Health Insurance Portability and Accountability Act (“HIPAA”), and, generally, the written permission of the patient (or person authorized by the patient) must be obtained before disclosing patient health information. WFD will provide Students and LTC with guidance with respect to compliance with these statutes and regulations, but WFD assumes no responsibility for LTC’s or any Student’s failure to comply with FERPA or any other laws dealing with the confidentiality of patient records.

20. NON-DISCRIMINATION. LTC and WFD shall not unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability or national origin, and shall comply with applicable anti-discriminatory laws and policies promulgated by LTC.

21. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject hereof and supersedes all other agreements, in writing or oral, between the parties hereto with respect to the subject matter hereof.

22. NO THIRD PARTY BENEFICIARIES. No third parties (including any Student) are intended to benefit from this Agreement, and no third-party beneficiary rights shall be implied from anything contained in this Agreement.

22. WAIVER. Any party may waive in writing any term contained in this Agreement and intended to be for its benefit; provided, however, that no waiver by any party, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term.

23. COUNTERPARTS. This Agreement may be executed in counterparts,

24. SIGNATURES. Photocopied, PDF, electronic and other facsimile signatures on this Agreement and any other document that may be signed pursuant to this Agreement shall have the same effect as original signatures for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**Lakeshore Technical College**

By: \_\_\_\_\_  
Paul D. Carlsen, President

Date: \_\_\_\_\_

**City of Waukesha Fire Department**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Paul Carlsen, Ph.D., President

Shawn N. Reilly, Mayor

Date: \_\_\_\_\_

Gina L. Kozlik, City Clerk-Treasurer

Date: \_\_\_\_\_

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