



# Resolution

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

NO. 1043

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA IN SUPPORT OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS FIRE DEPARTMENT AND UNITED STATES BORDER PATROL TO PROVIDE FIELD TRAINING OPPORTUNITIES TO PUBLIC SAFETY INSTITUTE STUDENTS.

Whereas, the City of San Luis and the City of San Luis Fire Department has competent, trained and experienced personnel to supervise and mentor students in the field of Fire Science and Emergency Medical Services, and,

Whereas the United States Border Patrol has the need to provide Field Internship orientation, training and experience to their students but does not have any method of providing such training, and,

NOW THEREFORE BE IT RESOLVED, By the Mayor and Council of the City of San Luis, State of Arizona, as follows:

**Section 1:** That the document known as the Intergovernmental Agreement between the United States Border Patrol and the City of San Luis Fire Department, as attached hereto as Exhibit "A", is supported and approved.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 26<sup>th</sup> day of March, 2014.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVE AS TO FORM:

Glenn Gimbut, City Attorney

U.S. Border Patrol  
Yuma Sector EMT Program  
4035 South Ave A  
Yuma, Arizona 85365

## INTERGOVERNMENTAL AGREEMENT

### STATEMENT:

This Agreement is entered between the United States Border Patrol, Yuma Sector “EMT Program” hereinafter referred to as the “School” and the San Luis Fire Department, an entity of the City of San Luis, Arizona, hereinafter referred to as the “Health Agency”.

### PURPOSE:

It is the intent of the School and the Health Agency to affiliate for the education of the School’s Emergency Medical Services Technicians, with the goal of providing these students with Emergency Medical Training hereinafter referred to as “EMS Training” or “EMS Programs”. It is therefore agreed as follows:

#### ARTICLE I: Responsibility of Assignment:

The School will assume full responsibility for the planning of the educational program in EMS Training, including programming, administration, and matriculation through the assignment of a Program Coordinator, currently Border Patrol Agent Jared Wilhite.

#### ARTICLE II: Scope of Learning:

Students participating in EMS Programs are required to participate in clinical and on-vehicle training as part of their training program. These experiences should include only those skills which are authorized by the Arizona Department of Health Services as appropriate for the student’s level of training. The School will provide the Health Agency with a list of skills each level of training may perform.

Each U.S. Border Patrol EMT has standing orders for the following skills:

- Application and use of AED
- Patient assistance w/ MDI and Epi-Pen (Requires on-line direction)
- Aspirin administration (Requires on-line medical direction)
- Activated Charcoal administration
- Temperature assessment and monitoring
- IV access and infusion of NS as per Hyperthermia protocol
- Glucose administration as per hypoglycemia protocol
- Pulse Oximetry assessment and monitoring
- Airway maintenance control and ventilation
- Spinal precautions

Oxygen administration  
Glucometer usage  
Patient assistance with Nitro (Requires on-line medical direction)  
Blind Airway Insertion Devices (BIAD)

ARTICLE III:        Scheduling:

The Program Coordinator will notify the Health Agency, in advance of student participation:, (1) a schedule of student assignments to clinical or on-vehicle training, including dates, (2) the name and number of students participating, and (3) the level of training of each student.

ARTICLE IV:        Supervision of Students:

Students shall be supervised during clinical or on-vehicle training by any of the following personnel as directed by the Program Coordinator:

1. An Arizona licensed physician
2. An Arizona licensed registered nurse
3. An Arizona Certified Emergency Paramedic with two years' experience.
4. An Arizona Intermediate EMT with at least two years' experience.
5. An Arizona certified Physician's Assistant with a minimum of two years experience.

ARTICLE V:        Student Records:

The Training Program Medical Director, Dr. Andrea Hebert of St. Mary's Hospital, Tucson, Arizona, and the Program Coordinator will certify the successful completion of the course by each student with no responsibility for certification falling on the Health Agency. The School will maintain all records and reports of student experiences.

ARTICLE VI:        Confidentiality of Client Records:

The School assumes responsibility for informing students about compliance with all rules and regulations of the Health Agency concerning the confidential nature of information on clients and their records.

ARTICLE VII:       Student Liability:

All students of the School are federally employed and on-duty during all clinical training and on-vehicle training. The Parties acknowledge the United States Border Patrol is an agency of the federal government and is, therefore, self-insured with respect to liability for property damage, personal injuries, or accidents caused by its activities, omissions, or employees in the course of official business. Accordingly, the Parties note that the United States Border Patrol does not carry private insurance and is not empowered to authorize payment for private insurance. The United States Border Patrol shall save, defend, indemnify, and hold harmless the Health Agency from all claims, expenses, and

liability resulting from the Border Patrol's use of Health Agency's property, personal injury, or any other liability in accordance with the Federal Tort Claims Act, 28 U.S.C. Section 1346(b), the Anti-Deficiency Act, 31 U.S.C. Section 1341 et seq., and any other applicable law. The Health Agency acknowledges that it is liable for the negligent, wrongful acts, or omissions of its employees and agents while acting within the scope of their employment only to the extent determined pursuant to Arizona law.

ARTICLE VIII        Termination of Students:

The School will terminate any student from this experience for just cause. The Health Agency has the right to remove any student from its equipment, apparatus or facilities without cause at the direction of the City of San Luis Fire Chief, designee or supervising emergency paramedic, and to provide input towards termination when necessary.

ARTICLE IX        Uniform Attire:

Students will be dressed in a professional manner and wear a visible name tag identifying their name and level of training.

ARTICLE X        Health Agency Participation:

The Health Agency will make available at no charge to the School:

1. Clinical or on-vehicle experience necessary for the practical instruction of the student.
2. An emergency paramedic to supervise students during clinical or on-vehicle training to include supervision of any experiences beyond the student's level of training.
3. Written policies pertinent to client services which would affect the conduct of participating students.

ARTICLE XI        Cooperation:

The Program Coordinator for the School will cooperate with Health Agency representatives in the conduct of the Training Programs. Faculty and students of the School will adhere to the policies of the Health Agency as provided in ARTICLE X while functioning with the Health Agency.

ARTICLE XII        Conflict of Interest:

This Intergovernmental Agreement may be cancelled by either party in conflict of interest situations as permitted by A.R.S. §38-511, the terms of which are incorporated herein by reference.

ARTICLE XIII        Review:

This Agreement will continue in effect for a period of five years. If the parties agree, this Agreement may be renewed at the end of the five year term. Prior to any renewal, the parties will review the Agreement for any changes that need to be made. Any change must be in writing with the same formalities as this Agreement. Either party may cancel this Agreement in writing, at least 90 days prior to the end of the Federal fiscal year (September 30), with the cancellation becoming effective on September 30 of that year.

**ARTICLE XIV: Sudan/Iran Investments and Business Operation**

By entering into this Agreement, the School certifies to the Health Agency that it does not have, and will not have for the duration of this Agreement, scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. § 35-391 *et seq.* and § 35-393 *et seq.*

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this 26<sup>th</sup> day of March, 2013/14 sc

City of San Luis  
1165 N McCain Avenue  
San Luis, Arizona 85349

US Border Patrol Yuma Sector  
EMT Program  
4035 South Ave A  
Yuma, AZ 85365

San Luis Authorized Signer:

Border Patrol Authorized Signer:

By: Raene Ull  
City Administrator

By: Stephen S Martin  
Chief Patrol Agent-Yuma Sector

Raene Ull  
Printed Name

Stephen S Martin  
Printed Name

Date: 3/27/2014

Date: 4/9/2014

Attested:

Approved as to Form:

By: [Signature]

By: [Signature]

Title: \_\_\_\_\_  
City Clerk

Title: \_\_\_\_\_  
City Attorney