



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 881

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND ARIZONA WESTERN COLLEGE TO PROVIDE FIELD TRAINING EXPERIENCE WITHIN EMERGENCY MEDICAL SERVICES (EMS) AND FIRE SCIENCE TRAINING CURRICULUM.

Whereas, the City of San Luis desires to enter into an agreement with Arizona Western College to provide components of training within their EMS and Fire Science training curriculum; and

Whereas, Arizona Western College also desires to enter into an agreement with the City of San Luis for the purpose of the joint exercise of power to be able to effectively provide for necessary training of students and City of San Luis Fire Department employees within Yuma County;

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 Agreement to provide training for Fire Science and EMS Students, as attached hereto as Exhibit "A", is hereby approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said amendment on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 26th day of May, 2010.

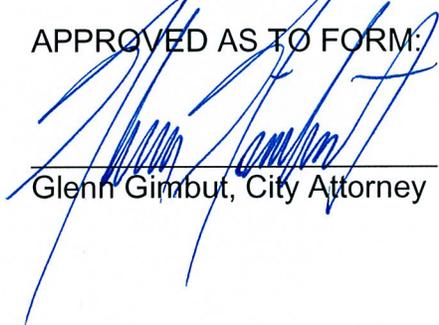

Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut, City Attorney

ARIZONA WESTERN COLLEGE
Yuma, Arizona

This Agreement is entered into between ARIZONA WESTERN COLLEGE, Public Safety Institute ("the College"), and CITY OF SAN LUIS for the City of San Luis Fire Department ("the Public Safety Agency").

AGREEMENT

It is the intent of the College and the Public Safety Agency to affiliate for the education of Emergency Medical Services students and Fire Cadets with the goal of providing these students with EMT/Paramedic and Fire Service Training (hereinafter "EMS Training" or "PSI programs").

Therefore, the parties mutually agree as follows:

ARTICLE I: Responsibility of Assignment

The College will assume full responsibility for the planning of the educational program in EMS and Fire Training, including programming, administration and matriculation through the employment of a Program Coordinator.

ARTICLE II: Scope of Learning

1. Students participating in PSI Programs are required to participate in on- vehicle training as a part of their clinical training. This experience should include only those skills which are authorized by the Arizona Department of Health Services or the Office of the Arizona State Fire Office as appropriate for the student's level of training.
2. The College will provide the Public Safety Agency with a listing of the skills each level of training may perform.

ARTICLE III: Scheduling

The Program Coordinator will notify the Public Safety Agency in advance of the experience of the schedule of student assignments to on-vehicle training including dates, numbers of students participating, and the level of training of each student.

ARTICLE IV: Supervision of Students

Trainees shall be supervised during 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 experienced in emergency nursing.
3. An emergency paramedic certified by the Department of Health Services with a minimum of two years field experience.

4. An IEMT certified by the Department of Health Services with a minimum of two years field experience.
5. A physician's assistant certified by the State with a minimum of two years experience in emergency medicine.
6. Approved Fire Service Professionals.

ARTICLE V:

Student Records

1. The training program Medical Director and / or the training Program Coordinator shall jointly certify successful completion of the course by each trainee.
2. The College will keep all records and reports on student experiences.
3. If the Public Safety Agency maintains education records with respect to any of the students, the Public Safety Agency agrees to comply with the confidentiality requirements contained in the Family Education Rights and Privacy Act ("FERP).

ARTICLE VI:

Compliance with Rules and Laws and Health Agency Records

1. The College assumes responsibility for compliance by all assigned students with all rules and regulations of the Health Agency, and all applicable federal and state laws, including HIPAA.
2. Students will have access to Health Agency client records for assignments, planning purposes, and learning situations on an as-needed basis. Any information contained in a Health Agency client record is considered confidential.
3. All records of the Health Agency shall remain the sole property of the Health Agency and shall not be removed from the Health Agency's place of business at anytime.

ARTICLE VII:

Non-Discrimination

Both parties agree to comply with all applicable state and federal laws governing nondiscrimination, equal employment opportunity, immigration, and affirmative action requirements.

ARTICLE VIII:

Student Liability

1. The College, without cost to the Public Safety Agency, will provide personal/professional liability insurance for the students.
2. The College agrees to indemnify the Public Safety Agency for that pro-rata share, as determined pursuant to the Uniform Contribution Among Tortfeasor's Act, A.R.S. § 12-2501, et seq., of any liability which is attributable to the acts, omissions or errors of trainees training in Public Safety Agency-owned vehicles and which results in property damage, personal injury or death. This indemnification does not include liability which is

attributable to the acts, omissions or errors of Public Safety Agency employees.

3. The College agrees to obtain liability insurance coverage in the amount of \$1,000,000.00 and to name the Public Safety Agency as an additional party under that coverage to the extent provided in Paragraph 2 above.

ARTICLE IX: Termination of Students

The College will terminate any student from this experience for just cause. The Public Safety Agency has the right to remove any student from its equipment or apparatus for just cause and to provide input towards termination when necessary.

ARTICLE X: Uniform Attire

Students participating in Training Programs will wear clothing designating them as a student and a visible name pin.

ARTICLE XI: Agency Participation

1. The Public Safety Agency will make available at no charge to the College the on-vehicle experience necessary for the practical instruction of students.
2. The Public Safety Agency will make available at no charge to the College preceptors to supervise students on vehicular training.
3. The Public Safety Agency will ensure that the Agency's preceptors will be responsible for direct supervision of any student experiences beyond the student's level of current certification.
4. The Public Safety Agency will provide the College or its official representative, namely, the Program Coordinator, written policies pertinent to client services which would affect the conduct of the training programs.

ARTICLE XII: Cooperation

1. The Dean of Career and Technical Education or their official representative, namely, the Program Coordinator, will cooperate with the Public Safety Agency representatives in the conduct of the Training Programs.
2. Faculty and students of the College will adhere to the policies provided by the Public Safety Agency in Article XI while functioning in the Public Safety Agency.

ARTICLE XIII: 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 XIV: Absence of Scrutinized Business Operations
As required by A.R.S. §§ 35-391.06 and 35-393.06, each of the parties to this Agreement certifies that it does not maintain scrutinized business operations in Sudan or Iran.

ARTICLE XV: Arizona Law
This Intergovernmental Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

ARTICLE XVI: Term
The initial term of this Agreement will be from July 1, 2010 through June 30, 2012.

It is the intention of both parties to renew this Agreement annually, unless either party, at least ninety (90) days prior to the end of the agreement term, notifies the other in writing of its intention not to renew.

The Parties have executed this Agreement as of the date written below.

ARIZONA WESTERN COLLEGE
2020 S. Ave 8E
P.O. Box 929
Yuma, Arizona 85366-0929

By: _____

Title: President, Arizona Western College

Date: _____

CITY OF SAN LUIS
P.O. Box 1170
1090 E. Union Street
San Luis, AZ 85349

By: Juan C Escamilla

Title: Mayor, City of San Luis

Date: May 26, 2010