



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 1122

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING THE AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA WESTERN COLLEGE FOR FIELD INTERNSHIP TRAINING.

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, 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 agreement on behalf of the City and take any and 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 10th day of November, 2015.



Gerardo Sanchez, Mayor

ATTEST:



Sonia Cornelio, City Clerk

APPROVED AS TO FORM:



Kay M. Macuil
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 ("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 A").

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 any time.

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 Tortfeasors 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.

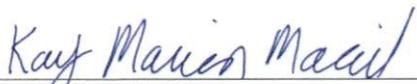
ARTICLE XI: Agency Participation

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.

APPROVED AS TO FORM

I hereby state that I am an attorney for City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. § 11-952 have determined that the above agreement is in proper form and is within the powers and authority granted to The City of San Luis, Arizona under the laws of the State of Arizona.

Dated this 18 day of November 2015.



Kay M. Macuil, City Attorney