



# Resolution

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 1190

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AND ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA WESTERN COLLEGE FOR THE SAN LUIS FIRE DEPARTMENT TO PROVIDE PRACTICAL EDUCATIONAL OPPORTUNITIES FOR THE EMERGENCY MEDICAL SERVICES STUDENTS AND FIRE ACADEMY CADETS.**

**BE IT RESOLVED** by the Mayor and City Council of the City of San Luis, Arizona, as follows;

**Section 1.** That the Intergovernmental Agreement, as attached here, is hereby approved;

**Section 2.** That the City Manager and the Fire Chief or their designees are hereby authorized and directed to enter into said agreement on behalf of the City of San Luis and take any and all actions as may be necessary to put the agreement into effect.

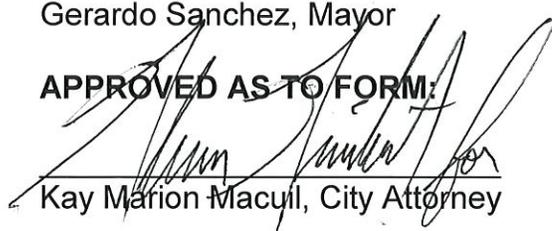
**PASSED AND ADOPTED** by the Mayor and City Council of the City of San Luis, Arizona, this 10<sup>th</sup> day of May, 2017.

**ATTEST:**

  
\_\_\_\_\_  
Sonia Cornelio, City Clerk

  
\_\_\_\_\_  
Gerardo Sanchez, Mayor

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kay Marion Macuil, City Attorney

ARIZONA WESTERN COLLEGE  
Yuma, Arizona

This Agreement ("Agreement") entered into on the Effective Date, as set forth below, between ARIZONA WESTERN COLLEGE, Public Safety Institute ("the College"), and 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 ("FERPA").

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 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 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 XV: Arizona Law

This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

ARTICLE XVI: Term and Termination

This Agreement is for a three (3) year term beginning on the Effective Date. This Agreement shall automatically renew for three (3) additional one-year periods unless sooner terminated by either of the Parties hereto, by providing ninety (90) days' written notice to the other.

IN WITNESS WHEREOF, the Parties thereto have entered into this agreement on this 10<sup>th</sup> day of May, 2017 (the "Effective Date").

ARIZONA WESTERN COLLEGE  
2020 S. Ave 8E  
P.O. Box 929  
Yuma, Arizona 85366-0929  
Point of Contact: Karen Van Why  
(928)344-7522

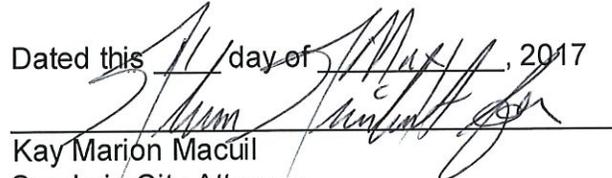
By: [Signature]  
Title: Vice President for Finance and Administrative Services Interim CFO  
Date: 5/22/17

CITY OF SAN LUIS FIRE  
DEPARTMENT  
1165 N. MCCAIN AVE.  
San Luis, Arizona 85349

Point of Contact: Hank Green  
928. 341. 8550  
By: [Signature]  
Title: Fire chief  
Date: May 10, 2017

I hereby state that I am the attorney for the City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing Intergovernmental Agreement in concert with the San Luis City Council's Resolution No. 1190 authorizing the San Luis Fire Chief to enter into the 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 11 day of May, 2017

  
\_\_\_\_\_  
Kay Marion Macuil  
San Luis City Attorney

**Certificate for A.R.S. §35-393.01**

All contracts with the City of San Luis and materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Legislation has been enacted to prohibit the state and its political subdivisions from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the City in making its determination of compliance.

As defined by A.R.S. §35-393.01:

- 1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
- 2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
- 3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
- 4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
  - (a) together with other investors that are not subject to this section.
  - (b) that are held in an index fund.
- 5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
- 6. "Public fund" means the state treasurer or a retirement system.
- 7. "Restricted companies" means companies that boycott Israel.
- 8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

**All offerors must select one of the following:**

My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

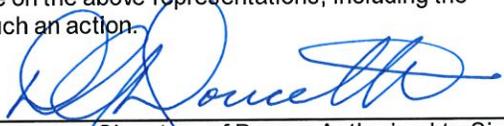
My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.:

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Arizona Western College  
Company Name

PO Box 929  
Address

Yuma      Az      85246  
City                      State                      Zip

  
Signature of Person Authorized to Sign

Diana G. Doucette  
Printed Name

Director of Financial Services & Controller & Interim CFO  
Title

RECEIVED

MAY 31 2017

OFFICE OF THE CITY MANAGER

2017-14607 RESOLUTION  
06/07/2017 11:48:07 AM Pages: 7 Fees: \$9.00  
Requested By: SAN LUIS CITY CLERK  
Recorded By: mlopez  
Robyn Stallworth Piquette County Recorder, YUMA County AZ



**WHEN RECORDED MAIL TO:**

**CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, ARIZONA  
ATTN: CITY CLERK**

The above area is to be reserved for recording information

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**CAPTION HEADING:**

Resolution No. 1190

Resolution approving and adopting an Intergovernmental Agreement with  
Arizona Western College for the San Luis Fire Department to provide  
practical educational opportunities for the Emergency Medical Services  
Students and Fire Academy Cadets

RECEIVED

JUN 26 2017

Office of the City Clerk  
City of San Luis, Arizona