

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF YUMA AND ARIZONA WESTERN COLLEGE
FOR EMT/PARAMEDIC FIELD TRAINING**

This Intergovernmental Agreement ("Agreement") entered into on the Effective Date, as set forth below, between the City of Yuma, Arizona, a municipal corporation of the State of Arizona and its Fire Department (the "City") and Arizona Western College (the "College"), a political subdivision of the State of Arizona. The City and the College are sometimes referred to herein individually as the "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Arizona Revised Statutes ("A.R.S.") §§ 11-952 and 15-1444, et seq. authorizes the College to enter into this Agreement;

WHEREAS, A.R.S. § 11-952 and the Yuma City Charter, Article III, § 13, authorizes the City to enter into this Agreement;

WHEREAS, The Parties wish to cooperate in providing instruction for the education and training of students to become certified emergency medical technicians/paramedics by the Arizona Department of Health Services ("ADHS");

WHEREAS, the College has the ability and resources to provide the necessary classroom education and clinical experiences ("Program") for students to receive their emergency medical technician/paramedic certification;

WHEREAS, the City has the ability and resources to provide the vehicular field experience ("Training") necessary for students to receive their emergency medical technician/paramedic certification required by ADHS;

WHEREAS, the Parties agree that the sole purpose of this Agreement is to train students, and not to provide a service. The Parties are not business associates under the Health Insurance Portability and Accountability Act.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

Section 1. Cost. The City and College shall fulfill all of their obligations under this Agreement at their own cost.

Section 2. Medical Director. College agrees to provide a qualified physician to serve as Medical Director for the Training. The Medical Director shall have complete medical control over the performance of this Agreement. The College Medical Director must coordinate with the City Medical Director to assure compliance with existing medical treatment modalities and practices currently being used by City Paramedics and Emergency Medical Technicians.

Section 3. Program Director. College agrees to provide a Program Director who will be directly responsible for coordinating and scheduling all Training with the City. The Program Director shall give the City reasonable notice of each Student's assignment to on-vehicle training including but not limited to assignment dates and the level of training of the student.

Section 4. Instruction. College agrees to provide all classroom instruction and clinical experience necessary for students ("Students") to qualify for the Training. The educational experience provided

by College shall be of such quality to satisfy professional standards of the Program. College shall be responsible for training Students regarding, and is responsible for the Students compliance with, any and all federal, state, and local laws, rules, and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"). The College will keep all records and reports on Student experiences and Training.

Section 5. Supervision. The City shall assign a preceptor to supervise Students assigned to Training, and such preceptor shall be approved by College. The assigned preceptor will monitor the Student's activities at all times and will at no time abdicate responsibility for the supervision of the Student to another preceptor, unless authorized by the Yuma Fire Department.

Section 6. Emergency Services. While participating in Training, Students will be permitted to perform only those emergency medical services that comply with applicable ADHS rules, relating to paramedical training, and while under the direct supervision of their assigned preceptor.

Section 7. Health Standards. College shall insure that Students meet minimum health and other standards established by applicable law.

Section 8. Bloodborne Pathogens. College shall comply with City and Federal Occupational Safety and Health Administration (OSHA) Bloodborne Pathogen Regulations and shall educate Students regarding the procedures used at College. In the event a Student experiences an occupational exposure to a blood or other body fluids, College shall provide, at College's sole expense, all evaluations and follow up. The City shall promptly provide College with written information regarding the circumstances under which the exposure incident occurred.

Section 9. City Policies. Students shall be required to comply with all applicable policies and regulations of the City, while with City personnel. The City shall provide College with a copy of the City's applicable policies and regulations, and any amendments to such policies as necessary.

Section 10. Uniform Attire. Students participating in Training Programs shall obtain, at the Student's sole expense, and wear clothing and a visible name pin approved by the College designating them as a student.

Section 11. Removal. The City shall have the right to remove any Student from the Training program. The College may terminate any Student from the Training program for just cause.

Section 12. Term and Termination: Subject to Section 13 below, the initial term of this Agreement shall be three (3) years, beginning on the Effective Date ("Initial Term"). This Agreement shall automatically renew for three (3) additional one-year terms starting at the end of the Initial Term unless sooner terminated pursuant to Section 13 of this Agreement.

Section 13. Termination: Either Party may terminate this Agreement or any renewal or extension thereof without cause upon ninety (90) days' written notice of termination to the other Party.

Section 14. Cooperation. Each Party shall recognize and promote the accomplishment of the mutual objectives contained in this Agreement. The Parties acknowledge and agree that the City is not obligated to accept Students for Training, if to do so would, in the City's sole judgment, interfere with its operational needs. Additionally, the City reserves the right to re-schedule previously scheduled Training, in the event that operational requirements interfere with its ability to provide personnel essential and/or necessary for the Training.

Section 15. Personnel. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee, student, or agent of one Party shall not be deemed or construed to be the employee, student, or agent of the other

for any purpose whatsoever. Each Party acknowledges and agrees that its employees, students, and subcontractors are not entitled to workers' compensation benefits from the other Party. The City and the College do not intend to nor will they combine business operations under this Agreement.

Section 16. Non-Discrimination. Each Party agrees to comply with all applicable state and federal laws governing nondiscrimination, equal employment opportunity, immigration, and affirmative action requirements.

Section 17. Conflict of Interest. The Agreement is subject to the conflict of interest and cancellation provisions of the A.R.S. § 38-511, as amended, which are incorporated herein.

Section 18. Attorneys' Fees and Costs. If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs.

Section 19. Compliance with Law. Each Party to this Agreement, as well as that Party's officers, directors, employees, students, and agents, shall comply with all federal, state and local laws, ordinances, and regulations applicable to their performance under this Agreement. The obligations of this Paragraph 19 include, but are not limited to, protection of the confidentiality of patient records as and to the extent required by the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), and protection of the confidentiality of Student education records as and to the extent required by the Family Education Rights and Privacy Act ("FERPA").

Section 20. Severability. If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

Section 21. Integration. This Agreement contains the entire agreement between the Parties, and no oral or written statements, promises, or inducements made by either Party or its agents not contained or specifically referred to in this Agreement are valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the Parties.

Section 22. Independent Contractor/No Partnership. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. Nothing in this Agreement constitutes a partnership or joint venture between the Parties, and neither Party is the principal or agent of the other.

Section 23. Indemnification. To the fullest extent permitted by law, each Party (the "Indemnitor") shall indemnify, defend and hold harmless each other its officers, directors, employees or agents thereof (the "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), to the extent that such Claims (or actions in respect thereof) are caused by the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Indemnitor, and/or its officers, employees, agents, or any person for which Indemnitor may be legally liable in the performance of this Agreement. The Indemnitor shall not be liable for Claims to the extent that such Claims (or actions in respect thereof) are caused by the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Indemnified Party, and/or its officers, employees, or agents or any person for which Indemnitor may be legally liable in the performance of this Agreement. For the purpose of Sections 23 and 24, Students are deemed agents of College and not the City.

Section 24. Insurance. Each party shall maintain during this Agreement insurance policies for the

coverages specified in this Section and in accordance with the terms specified in this Section. In the alternative to the certificates of insurance and endorsements, the City may provide a letter stating that it is self-insured for any of the types of policies and limits required.

1. *General.*

- i. No Representation of Coverage Adequacy. Each Party reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the other Party from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- ii. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, provided by each Party shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the other Party, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- iii. Coverage Term. All insurance required herein shall be maintained in full force and effect until this Agreement is terminated.
- iv. Primary Insurance. Each Party's insurance shall be endorsed to indicate its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the other Party as an Additional Insured.
- v. Claims Made. If any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- vi. Waiver. All policies, except for Professional Liability, shall contain a waiver of rights of recovery (subrogation) against the other Party, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the other Party. Each Party shall have such subrogation waivers incorporated into each policy via formal written endorsement.
- vii. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to each Party. Each Party shall be solely responsible for any such deductible or self-insured retention amount.
- viii. Evidence of Insurance. Prior to commencing any work or services under this Agreement, each Party will provide the other Party with suitable evidence of insurance in the form of certificates of insurance as required by this Agreement, issued by the Party's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. In the alternative to the certificates of insurance and endorsements, the City may provide a letter stating that it is self-insured for any of the types of policies and limits required. Each Party may reasonably rely upon the letter, certificates of insurance of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, each Party shall forward renewal certificates and declaration page(s) to the other Party thirty (30) days prior to the

expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the title of this Agreement. Certificates of insurance shall specifically include the following provisions:

1. The [name of party], its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - a. Commercial General Liability
 - b. Excess Liability – Follow Form to underlying insurance.
2. [name of party]'s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
3. All policies, except for Professional Liability, waive rights of recovery (subrogation) against [name of party], its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by [name of other party] under this Agreement.
4. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

2. *Required Insurance Coverage.*

- i. Commercial General Liability. Each Party shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the each Party's policy shall name other Party, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured, Commercial General Liability Additional Insured Endorsement. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- ii. Professional Liability. Each Party shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the services performed by each Party, or anyone employed by each Party, or anyone for whose negligent acts, mistakes, errors and omissions each Party is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 annual aggregate.

3. *Workers' Compensation.* If applicable, an employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer of such employee shall be solely liable for any workers' compensation benefits, which may accrue.

Pursuant to A.R.S. § 23-1022, each Party shall post a notice in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for

the purpose of worker's compensation."

4. *Cancellation and Expiration Notice.* Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the other Party.

Section 25. Notices. All notices or demands upon any party to this Agreement shall be in writing and all shall be delivered in person or sent by mail addressed as follows:

City:

City of Yuma
ATTN: Fire Chief
One City Plaza
Yuma, Arizona 85366

College:

Arizona Western College
ATTN: Vice President of Finance and Administrative
Services
PO Box 929
Yuma, Arizona 85366-0929
(928)344-7522

Any Party may change notice of address by giving notice to the other party in writing of a change of address. Such change shall be deemed to have been effectively noticed five (5) days after mailed by the Party changing address.

Section 26. Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the Party against whom the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

Section 27. Assignment. This Agreement is not assignable without the mutual consent otherwise in writing and signed both Parties. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

Section 28. Venue/Applicable Law. The parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in an Arizona court of competent jurisdiction in Yuma County, Arizona. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

Section 29. Authorized Signature. Each party to this Agreement represents that the person signing this Agreement on its behalf is authorized by each respective party to do so.

Section 30. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

[signatures on the next page]

IN WITNESS WHEREOF, the Parties thereto have entered into this Agreement on this _____ day of _____, 2017 (the "Effective Date").

City of Yuma

By: _____
Gregory K. Wilkinson
City Administrator

Arizona Western College

By:  _____
Diana G. Doucette
Interim Chief Fiscal Officer

ATTEST:

Lynda L. Bushong, City Clerk

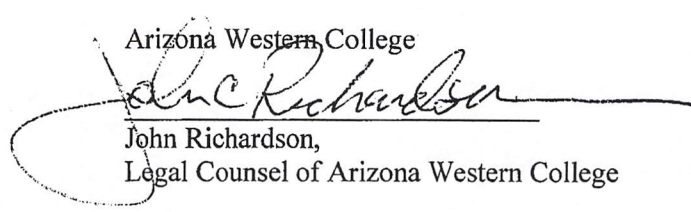
Date

In accordance with A.R.S. § 11-952, this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City of Yuma

Richard W. Files,
City Attorney

Arizona Western College

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John Richardson,
Legal Counsel of Arizona Western College