

**INTERGOVERNMENTAL AGREEMENT BETWEEN
ARIZONA WESTERN COLLEGE AND CITY OF YUMA REGARDING
EMT/PARAMEDIC AND FIRE SERVICE TRAINING
Yuma, Arizona**

This Intergovernmental Agreement Regarding EMT/Paramedic and Fire Service Training ("Agreement"), entered into on the Effective Date, as set forth below, between ARIZONA WESTERN COLLEGE, Public Safety Institute ("the College"), and CITY OF YUMA ("City"), which may be referred to individually as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City operates a municipal Fire Department; and,

WHEREAS, the College is located within the City of Yuma; and,

WHEREAS, the College provides training and clinical practice for EMTs, paramedics, and fire professionals; and,

WHEREAS, the City seeks to have a local education provider assist with the training of Fire Department employees; and,

WHEREAS, the College is authorized to enter this Agreement pursuant Arizona Revised Statutes §§ 11-952 and 15-1444; and

WHEREAS, the City is authorized to enter this Agreement pursuant to Arizona Revised Statute § 11-952 and Yuma City Charter, Article III § 13; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

It is the intent of the College and the City 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 Training and PSI Programs, 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 will include only those skills 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 City with a listing of the skills each level of training may perform.

ARTICLE III: Scheduling

The Program Coordinator will notify the City in advance 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 Advanced Emergency Medical Technician ("AEMT") 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 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 City maintains education records with respect to any of the students, the City 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 City Records

1. The College assumes responsibility for compliance by all assigned students with all rules and regulations of the City, and all applicable federal and state laws, including HIPAA.
2. Students will have access to City client records for assignments, planning purposes, and learning situations on an as-needed basis. Any information contained in a City client record is considered confidential.
3. All client records of the City shall remain the sole property of the City and shall not be removed from the City'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 City, will provide personal/professional liability insurance for the students.
2. The College agrees to indemnify the City 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 City-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 City employees.

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

ARTICLE IX: Termination of Students

The College may terminate any student from this experience for just cause. The City 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 "EMS Training" or "PSI Programs" will wear clothing designating them as a student with a visible name pin.

ARTICLE XI: City Participation

1. The City will make available, at no charge to the College, the vehicular clinical time necessary for students to meet applicable accreditation, state and local requirements for the EMS Training and/or PSI Programs.
2. The City will make available, at no charge to the College, preceptors to supervise students on vehicular training.
3. The City will ensure that the City's preceptors will be responsible for direct supervision of any student experiences beyond the student's level of current certification.
4. The City will provide the College or its official representative, namely, the Program Coordinator, written policies pertinent to client services that will affect the conduct of "EMS Training" or "PSI Programs".

ARTICLE XII: Cooperation

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

ARTICLE XIII: Conflict of Interest

This Agreement may be cancelled by either Party as permitted by and set forth in A.R.S. § 38-511.

ARTICLE XIV: Arizona Law

This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona. Any conflict arising out of or related to this Agreement shall be heard in a court of competent jurisdiction in Yuma County, Arizona.

ARTIVLE XV: Effective Date

This Agreement is effective as of the date of the last Party signature.

ARTICLE XVI: Term and Termination

This Agreement is in effect 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 Party. Either Party may terminate with or without cause.

ARTICLE XVII: Notices

Any notices required or permitted by this Agreement shall be in writing and shall be deemed delivered if delivered in person, by electronic mail with delivery receipt, or ten (10) days from the date of mailing by registered or certified mail and addressed to the point of contact for the other Party.

Arizona Western College 2020 S. Ave 8E P.O. Box 929 Yuma, Arizona 85366-0929 Point of Contact: Renee Munoz (928) 344-7522	City of Yuma Yuma Fire Department One City Plaza Yuma, Arizona 85364 (928) 373-4850
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ARTICLE XVIII: Non-Discrimination

The Parties shall comply with all applicable State and Federal employment laws, rules, and regulations, which require that all persons shall have equal access to employment regardless of race, color, religion, disability, sex (including sexual preference and gender identity), age, national origin, veteran's status, genetic code or political affiliation during the term(s) of this Agreement.

ARTICLE XIX: Availability of Funds for Each Successive Fiscal Year

Pursuant to A.R.S. § 41-2546, all Parties are government entities, and Agreement validity is based upon the availability of public funding. In the event public funds are unavailable and not appropriate for the performance of any Party's obligations pursuant to this Agreement, that Party's participation in this Agreement shall automatically terminate without penalty, after written notice to the other of the unavailability and non-appropriations of public funds. It is expressly agreed that no Party shall activate this provision for its convenience or to circumvent the requirements of the Agreement, but only as an emergency fiscal measure.

ARTICLE XX: Impossibility

No Party to this Agreement shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reasons beyond its control, including without limitation, global or national pandemics, acts of God or of the public enemy, flood or storm, strikes, court decision order, or statutory regulation or rule of any Federal, State or local government, or any agency thereof.

ARTICLE XXI: Employee Worker Eligibility

By entering into this Agreement, the Parties warrant compliance with A.R.S. § 41-4401, A.R.S. § 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations at all times when operating in the State of Arizona. Either Party may request verification of compliance from any other Party's employee, contractor or subcontractor performing work pursuant to this Agreement. A

breach of this warranty shall be deemed a material breach subject to penalties up to and including termination of this Agreement.

ARTICLE XXII: Severability

The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement, which may remain in effect without the invalid provision or application

ARTICLE XXIII: Rights of Parties Only

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.

ARTICLE XXIV: Relationship of the Parties

It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of the one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

ARTICLE XXV. Authority of Parties

The persons executing this Agreement on behalf of the Parties hereby represent and guarantee that they have been authorized to do so, on behalf of themselves and the entity they represent. Further representation is made that due diligence has occurred, and that all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied to legally bind the entity to the terms of this Agreement.

ARTICLE XXVI: Counterparts

This Agreement may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the Agreement.

ARTICLE XXVII: Entire Agreement

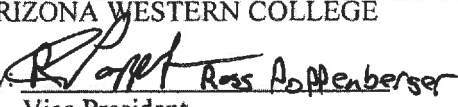
This Agreement contains the entire understanding of the Parties. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the Parties to this Agreement.

ARTICLE XXVIII. Automatic Incorporation

All applicable Federal, State and local laws, court orders and decisions, Executive Orders, rules and regulations not specifically referenced herein are deemed automatically incorporated.

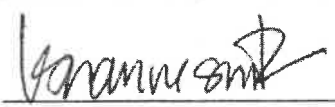
[Signatures Next Page]

IN WITNESS WHEREOF, the Parties thereto have entered into this Agreement as evidenced by the below signatures.

ARIZONA WESTERN COLLEGE By: <u></u> Vice President, Financial and Administrative Services Date: <u>6-17-2024</u>	CITY OF YUMA By: _____ John D. Simonton, City Administrator Date: _____
ATTEST: _____ Lynda L. Bushong, City Clerk	

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and within the powers and authority granted to each respective public body.

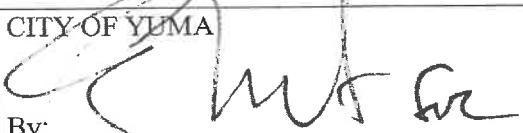
ARIZONA WESTERN COLLEGE By: <u></u> Lisa Anne Smith DeConcini McDonald Yetwin & Lacy, P.C. 2525 E. Broadway, Suite 200 Tucson, AZ 85716 (520) 322-5000 lasmith@dmyl.com Date: <u>6/12/24</u>	CITY OF YUMA By: _____ Richard W. Files, City Attorney One City Plaza Yuma, AZ 85364 (928) 373-5050 richard.files@yumaAz.gov Date: _____
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IN WITNESS WHEREOF, the Parties thereto have entered into this Agreement as evidenced by the below signatures.

<p>ARIZONA WESTERN COLLEGE</p> <p>By: _____ Vice President, Financial and Administrative Services</p> <p>Date: _____</p>	<p>CITY OF YUMA</p> <p>By: _____ John D. Simonton, City Administrator</p> <p>Date: _____</p>
<p>ATTEST:</p> <p>_____ Lynda L. Bushong, City Clerk</p>	

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and within the powers and authority granted to each respective public body.

<p>ARIZONA WESTERN COLLEGE</p> <p>By: _____ Lisa Anne Smith DeConcini McDonald Yetwin & Lacy, P.C. 2525 E. Broadway, Suite 200 Tucson, AZ 85716 (520) 322-5000 lasmith@dmvl.com</p> <p>Date: _____</p>	<p>CITY OF YUMA</p> <p>By:  Richard W. Files, City Attorney One City Plaza Yuma, AZ 85364 (928) 373-5050 richard.files@yumaAz.gov</p> <p>Date: <u>6/14/24</u></p>
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