

**Intergovernmental Agreement**  
**Between**  
**City of Yuma**  
**and**  
**U.S. Customs and Border Protection,**  
**U.S. Border Patrol, Yuma Sector**

**Article I. PARTIES.** This Intergovernmental Agreement (“Agreement”) is between the Department of Homeland Security, U.S. Customs and Border Protection, U.S. Border Patrol, Yuma Sector (“Border Patrol”) and the City of Yuma (“City”), on behalf of the City of Yuma Fire Department. They may be referred to collectively as the Parties, or individually as a Party.

**Article II. PURPOSE.** The purpose of this Agreement is to set forth the terms by which the Border Patrol seeks to obtain clinical education and field work experience from the Yuma Fire Department for its Emergency Medical Technicians and Emergency Medical Technician students (collectively, “Students”) and by which the Yuma Fire Department is willing to provide such experiences (“Program”). Both the Border Patrol and City agree to cooperate and work in good faith with each other to provide the Program through which participating Students may obtain certifications as Emergency Medical Technicians, or enhance their skills as Emergency Medical Technicians.

**Article III. AUTHORITY.** The City is authorized to enter into this Agreement pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952, *et. seq.*, and Article III, Section 13 of the Charter of the City of Yuma. Border Patrol is authorized to enter into this Agreement pursuant to the Homeland Security Act of 2002, as amended; Department of Homeland Security (“DHS”) Delegation 7010.3, Delegation of Authority to the Commissioner of U.S. Customs and Border Protection, (May 11, 2006) and CBP Delegation Order 03-002, Authority for Border Patrol Functions (March 1, 2003); and Department of Homeland Security Management Directive 0450.1, Memoranda of Understanding (MOU) and Memoranda of Agreement (MOA) (Jan. 24, 2003).

**Article IV. RESPONSIBILITIES.**

**Section 4.01 JOINT RESPONSIBILITIES.**

- (a) The Program shall provide fieldwork and clinical experience, through supervised ride-alongs with Yuma Fire Department staff. Students’ hands-on clinical and fieldwork will be based on their level of certification and the required skills within the scope of their level.
- (b) The Parties agree there will be no monetary compensation to either Party related to the terms of this Agreement.

**Section 4.02 BORDER PATROL.** The Border Patrol agrees to fulfill the following obligations during the term of this Agreement:

- (a) Comply with the educational standards of the governing accreditation bodies.
- (b) Communicate with Yuma Fire Department, through the Yuma Fire Department Program Supervisor, on all items pertinent to the Program.
- (c) Notify Yuma Fire Department Program Supervisor of the planned schedule of Students and provide Students' names and level of academic preparation.
- (d) Only refer Students who have satisfactorily completed the prerequisite didactic portion of the curriculum applicable to Yuma Fire Department.
- (e) Ensure Students and Border Patrol faculty support follow City and Yuma Fire Department policies, rules and regulations.
- (f) Require Students and Border Patrol faculty dress in a professional manner and wear a visible name tag identifying their name and level of training.
- (g) Implement a mechanism to notify Yuma Fire Department if Students are unable, for any reason, to report for training.
- (h) Provide faculty, approved by the governing certifying or accrediting agencies, to supervise the clinical aspects of the Program. Such faculty member(s) retain(s) the ultimate responsibility of monitoring and supervising Students.
- (i) Make provisions for Border Patrol faculty to engage in continuing communication and periodic evaluation and planning meetings with Yuma Fire Department personnel involved with Students' learning, including preceptors, if assigned. Any problems arising from Students' training and the involvement of preceptors will be handled as they arise by the supervising Border Patrol faculty member and Yuma Fire Department staff member(s). In the event of continued difficulty, the problem will be referred to the appropriate Yuma Fire Department administrator and the Border Patrol Administrator or equivalent.

- (j) Instruct the Students and Border Patrol faculty to maintain the confidentiality of all information about Yuma Fire Department's patients/customers, including information about Yuma Fire Department's, diagnosis, evaluation, treatment of such patients, financial condition, or services rendered as required by applicable State and Federal laws and the City and Yuma Fire Department's bylaws, rules and regulations. If, during the course of the Program and in conjunction with the Program requirements, employees and agents of Yuma Fire Department are informed of or possess records of any Student, Yuma Fire Department shall comply with the confidentiality requirements of all Federal and State laws and regulations in the handling of such records.

**Section 4.03** The City agrees to fulfill the following obligations during the term of this Agreement:

- (a) Maintain standards for appropriate health care services that are conducive to sound educational experiences for the Students.
- (b) Assign a designee, with the required credentials, responsible for facilitating the fieldwork and clinical experience of the Students.
- (c) Provide orientation for the Students and Border Patrol faculty to the physical facilities, policies, and procedures of the City and Yuma Fire Department.
- (d) Provide emergency medical care for Students and Border Patrol faculty in the event of an illness or accident during their participation in the Program, the costs of which shall be the responsibility of the individual Student or Border Patrol faculty member or such individual's worker's compensation carrier, as applicable. The costs shall not be borne by the City.
- (e) Advise the Border Patrol, in writing, of any deficits noted in the ability of Students to progress toward achievement of Program objectives and assist in attempting to correct these deficits. It is the mutual responsibility of the Students, Border Patrol faculty, fieldwork/clinical educator, and academic fieldwork/clinical coordinator to develop a plan to assist deficient Students to achieve the Program objectives.
- (f) Permit, upon written request from the Border Patrol, the inspection of the facilities, fieldwork, and services by the governing accrediting agencies.
- (g) Yuma Fire Department shall notify the Border Patrol of the number of Students it can accommodate.

- (h) Yuma Fire Department has the right to recommend termination of any Student's participation in the Program when such Student's health, conduct, or performance is a detriment to patients' well-being, or to the achievement of the objectives of the Program. Yuma Fire Department shall provide written documentation specifying the facts and circumstances necessitating such termination request. The Border Patrol shall have the opportunity to review and evaluate the Student's health, conduct, or performance underlying the termination.
- (i) Yuma Fire Department shall encourage and support, when required by the Border Patrol's governing accrediting agency, continuing education and professional development of Yuma Fire Department staff responsible for the supervision of Program.

**Article V. POINTS OF CONTACT.** All notices or other communications provided for in this Agreement shall be in writing and directed to the Parties at the addresses below. Notices are deemed given if delivered in person, by electronic mail with delivery receipt, or ten (10) days after mailing, by United States registered or certified mail, postage prepaid. In the even the contact information or notice destination of a Party changes, it shall notify the other Party, in writing, within five (5) business days.

United States Border Patrol  
Chief Patrol Agent Yuma Sector  
4035 South Ave A  
Yuma, AZ 85365

City of Yuma Fire Department  
City of Yuma Fire Chief  
One City Plaza  
Yuma, Arizona, 85364

dustin.fields@yumaaz.gov

**Article VI. LIABILITY INSURANCE.** Yuma Fire Department acknowledges that the Border Patrol is a government agency within the Department of Homeland Security and that, as such, the Border Patrol is self-insured under the Federal Tort Claims Act with respect to liability for property damage, personal injuries, or accidents caused by its employees in the course of official business. This includes medical training, which has been assigned to specific agents as part of their job description and/or collateral duty. In addition, Border Patrol employees are covered by the U.S. Department of Labor's Office of Worker's Compensation Programs with respect to injuries suffered in the course of federal employment or training. Such Students are responsible for providing the required documentation directly to Yuma Fire Department.

**Article VII. PARTIES' RELATIONSHIP.** It is understood and agreed that the Parties are independent contractors, and this Agreement shall not create any relationship of agency, partnership, joint venture, or create an employment relationship between the City, the Students, or the Border Patrol faculty. It is understood and agreed that the City retains the ultimate responsibility for patient record keeping and for patient care while the Students retain the obligations and limitations expressly stated in this Agreement.

**Article VIII. OTHER PROVISIONS.** Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the Department of Homeland Security, U.S. Customs and Border Protection, Border Patrol, City of the Yuma Fire Department. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect. If a court of law invalidates any provision of this Agreement, the remaining terms and conditions shall remain in full force and effect.

**Article IX. EFFECTIVE DATE.** This Agreement will become effective on the date of authorization by the City of Yuma Council or the authorized signatory for the Border Patrol, whichever is later.

**Article X. TERM.** The initial term of this Agreement shall be for three (3) years from the Effective Date. At the end of the initial term, this Agreement shall automatically renew for one (1) additional term of two (2) years, unless terminated as provided in Article XII of this Agreement.

**Article XI. MODIFICATION.** This Agreement contains the entire understanding of the Parties and shall be modified only by an instrument in writing signed by each Party.

**Article XII. TERMINATION.** This Agreement may be terminated prior to the expiration of the any term by mutual agreement of the Parties, or by either Party, without cause, upon thirty (30) days written notice to the other Party. No termination is effective until the expiration of the then current course for participating Students.

**Article XIII. GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the State of Arizona and applicable U.S. federal laws. All judicial proceedings arising from or related to this Agreement shall be instituted and maintained in a court of competent jurisdiction in Yuma County, Arizona ( or, as may be appropriate, in the United States District Court for the District of Arizona). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

**Article XIV. CLAIMS OR ACTIONS.** That with respect to any claim or action arising out of any activities performed under or pursuant to this Agreement, each Party shall be liable for payment of that portion of any and all claims, liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of itself or its own directors, representatives, and employees. The Parties agree to notify each other, in writing, immediately upon receipt of any incident, occurrence, or claim arising out of or in connection with this Agreement, which could result in a liability or claim of liability to the other Party.

**Article XV. COUNTERPART SIGNATURE.** This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise). Each counterpart shall be deemed an original and all of which shall constitute the Agreement.

**Article XVI. NO WAIVER.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

**Article XVII. RIGHTS IN PROPERTY.** All title to City supplies, equipment, furnishings, fiscal records, client charts, and client records shall remain the sole property of the City.

**Article XVIII. AUTHORIZATION OF AGREEMENT.** Each Party represents and warrants to the other that the signatories are authorized to execute this Agreement and that this Agreement constitutes a valid and enforceable obligation of such Party according to its terms.

**Article XIX. SECTION HEADINGS.** The headings of sections contained in this Agreement are for convenience only and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

**Article XX. NO PRIVATE RIGHT CREATED.** This Agreement is between the City and the Border Patrol and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this Agreement, addenda, attachments or other associated documents restricts the authority of either Party to act as provided by law, statute, or regulation, nor does it restrict either Party from enforcing any laws or taking any action within its authority or jurisdiction.

**Article XXI. ASSIGNMENT.** This contract is not assignable unless both Parties mutually consent otherwise in writing. The requirements of this contract are binding upon the heirs, executors, administrators, successors and assigns of both Parties.

**Article XXII. EMPLOYMENT ELIGIBILITY.** Each Party warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §§ 41-4401 and 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. The Parties retain the legal right to inspect the papers of any Party or subcontractor employee who works on this Agreement to ensure that the other Party or its subcontractors are complying with this warranty.

**Article XXIII. NO PUBLICATION.** Neither the Border Patrol nor the City shall publish any material relating to the Program without prior written notice to the other Party. The Parties acknowledge each Party is governed by public records laws of their jurisdiction and are obligated to comply with such laws. Upon notice of the intent to release or publish any materials related to the Program, the other Party acknowledges it must promptly pursue legal action in order to oppose or stay such release. The Parties acknowledge the public record laws of the State of Arizona prevent delay in releasing public records.

**Article XXIV. NON-EXCLUSIVITY.** Each Party has the right to enter into similar agreements with other parties.

**Article XXV. NON-DISCRIMINATION.** The Parties shall comply with the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2023-01, amending State Executive Orders 2003-22 and 2009-09, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended. The Parties agree to make no distinction among Students on the basis of race, color, sex, creed, age, sexual orientation, marital status, genetic information, veteran status, religion, or national origin. Students shall not be denied any service or benefit or be provided a service or benefit in a different manner or at a different time from the service provided to other Students under this Agreement, unless otherwise required by law. A Student may not be subjected to segregation or separate treatment in any manner related to receipt of any advantage or privilege enjoyed by others receiving the same service or benefit, or any other requirement or condition that individuals must meet in order to be provided any service or benefit, unless otherwise required by law.

**Article XXVI. WAIVER OF CONSTRUCTION AGAINST DRAFTER.** Both Parties have contributed to the review and drafting of this Agreement, with the assistance of their respective legal counsel. Therefore, both Parties waive the rule of construction against the drafter.

**Article XXVII. ATTORNEY'S FEES.** In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing Party shall be entitled to all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.

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

IN WITNESS WHEREOF, the City and the Border Patrol have executed this Agreement, in multiple originals, to be effective as of the date expressed in the Agreement.

City of Yuma

U.S. Customs and Border Protection,  
U.S. Border Patrol, Yuma Sector

\_\_\_\_\_  
Jay Simonton,  
City Administrator

\_\_\_\_\_  
Richard Adams  
EMS Program Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Yuma Fire Department

\_\_\_\_\_  
John Louser  
Fire Chief

Date: \_\_\_\_\_



ATTEST:

\_\_\_\_\_  
Lynda Bushong  
City Clerk

Date: \_\_\_\_\_

In accordance with the requirements of A.R.S. § 11-952, the undersigned attorney acknowledges: (1) he reviewed the above Agreement on behalf of his clients; and, (2) he has determined this Agreement is in proper form and is within the powers and authority granted to his client by the laws of the State of Arizona. Pursuant to A.R.S. § 11-952(E), Counsel for U.S. Customs and Border Protection, U.S. Border Patrol, Yuma Sector is not required to approve the form of this Agreement.

City of Yuma

\_\_\_\_\_  
Richard W. Files, City Attorney

Date: \_\_\_\_\_