

February 9, 2023

Memorandum To: Honorable Mayor and City Council
Thru: Charles P. Potucek, City Manager
From: Brian Jones, Fire Chief
Subject: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2023-006, intergovernmental agreement
between Pima Community College and the City of Sierra
Vista for a Joint Program to train Paramedic Students.

Recommendation:

The City Manager recommends approval. The
City Fire Chief recommends approval.

Initiated By:

Brian Jones, Fire Chief

Background:

The Sierra Vista Fire and Medical Services and Pima Community College would like to join into an agreement that allows The Sierra Vista Fire and Medical Services to send employees who so wish, to attend Paramedic Training through Pima Community College. This agreement will also allow Pima Community College Paramedic Students to complete their field training alongside approved Sierra Vista Fire and Medical Services Paramedics.

Budget Appropriation: None

Attachment

RESOLUTION 2023-006

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY OF ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WHEN IN THE BEST INTEREST OF THE CITY; ENTERING INTO THIS IGA WITH PIMA COMMUNITY COLLEGE TO PROVIDE PARAMEDIC TRAINING TO SIERRA VISTA FIRE AND MEDICAL SERVICES EMPLOYEES AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, it is the policy and practice of the City of Sierra Vista to establish cooperative agreements with governmental agencies to maximize the programs and services provided to the public; and

WHEREAS, the City of Sierra Vista Fire and Medical Services and Pima Community College provide training opportunities to prospective and current paramedics and emergency medical personnel; and

WHEREAS, the provision of joint training programs benefits the prospective and current paramedics and emergency medical personnel and the public; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy of the City Council entering into cooperative agreements with governmental agencies to maximize the programs and services provided to the public, is hereby affirmed.

SECTION 2

That the Intergovernmental Agreement between the City of Sierra Vista and Pima Community College attached hereto and made a part hereof, hereby is, approved.

SECTION 3

That the City Manager, City Clerk, City Attorney or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF SIERRA VISTA, ARIZONA, THIS DAY

MAYOR

APPROVED AS TO FORM:

ATTEST:

NATHAN J. WILLIAMS
CITY ATTORNEY

JILL ADMAS
CITY CLERK

PREPARED BY:
BRIAN JONES, FIRE CHIEF



INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“**Agreement**”) is made and entered by and between Pima County Community College District (“**College**”), and Sierra Vista Fire & Medical Services (“**Agency**”), as of the date of the final signatures hereto (“**Effective Date**”). College and Agency may be referred to herein individually as a Party (“**Party**”) and collectively as the Parties (“**Parties**”).

RECITALS

College is a 2-year community college authorized to develop and provide educational courses and training programs. College is a political subdivisions of the State of Arizona and is authorized to enter into this Agreement pursuant to Arizona Revised Statutes (“**ARS**”) §§ 11-952, 15-401, and 15-1444. Agency is a public agency of the State of Arizona and is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 48-805.

PURPOSE

The purpose of this Agreement is to establish the framework within which College will provide educational and training services for the benefit of Agency, and the framework within which Agency will provide practical experiences to College students.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. TERM OF THE AGREEMENT

The Term (“**Term**”) of this Agreement shall commence on the Effective Date and shall remain in full force and effect through December 31, 2025.

2. DESCRIPTION OF SERVICES

- A. College will provide academic instruction to eligible Agency students in the field of Paramedicine (“**Paramedic Academy**”). Paramedic Academy services are described in Attachment 1, which is attached to and made part of this Agreement.
- B. Agency will provide field education and experience to eligible College students through its Vehicular Rotation Program (“**Program**”) services described in Attachment 2, which is attached to and made part of this Agreement.

3. SCOPE OF THE RELATIONSHIP

Nothing in this Agreement will be construed as establishing a partnership, joint venture, or similar relationship between College and Agency, and nothing in this Agreement will be construed to authorize either Party to act as an agent for the other.

4. EMPLOYEES

Each Party’s employees shall remain under the exclusive direction and control of their respective employer, and no employee of each Party shall be considered an employee or joint employee of the other Party. Each Party’s employees shall not be entitled to employment benefits or any other compensation from the other Party.

5. FEES

The fees will be detailed on the Quote for Services (“**Quote**”) form.

6. PAYMENT

College shall submit an invoice to the Agency upon student registration into the program. Invoices are due thirty (30) days after receipt of invoice by Agency.

7. TERMINATION

Notwithstanding the Term, either Party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other Party. Additionally, the Parties understand that the continuation of the Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the respective governing bodies of the Parties. Each Party shall notify the other Party in writing as soon as reasonably possible after the unavailability of funding comes to its attention. Upon termination, this Agreement shall become null and void except for any payments required to compensate a Party for expenses which that Party has reasonably and necessarily incurred prior to receiving the other Party’s notice of termination. Upon expiration or termination of this Agreement, any personal property used by the Parties in performing under or administering this Agreement shall remain the property of the purchasing Party.

8. INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other Party, and the other Party’s employees, officers, and agents, from and against any and all claims (including, but not limited to, intellectual property infringement), damages, losses, liabilities, expenses (including all expenses associated with litigation up through final appeal, and costs (including all court costs up through final appeal) arising out of or resulting from any negligent or intentional act, willful misconduct, omission, violation of applicable law, or breach of this Agreement by the indemnifying Party or any party acting at its direction or on its behalf. Each Party expressly reserves the right to retain separate counsel at its own expense to participate in



the defense or settlement of such claims.

9. MISCELLANEOUS

A. Entire Agreement; Amendments; Assignments

This document, including all Attachments, constitutes the entire agreement between the Parties. This Agreement shall not be modified, amended, or extended except by written amendment signed by both Parties. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

B. Waiver

No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the Party granting the waiver. A waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will not be construed as a waiver of any earlier or later breach of the same term or as a waiver of the term itself. A non-breaching Party's continued performance after a breach, failure to give notice of a breach, or failure to enforce or exercise a right under this Agreement will not be deemed a waiver of the breach.

C. Warranty

Each Party hereby represents and warrants to the other Party that (i) such Party has the right, power, and authority to enter into this Agreement and to full perform all its obligations hereunder; and (ii) the making of this Agreement does not violate any Agreement existing between such Party and any third party.

D. Compliance with All Laws

The Parties shall comply with the requirements of all state and federal rules and regulations, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401. Neither Party shall discriminate against any person on any basis prohibited under state or federal law.

E. Notices

A notice or other communication under this agreement will be effective if it is in writing and received by the Party to which it is addressed. It will be deemed to have been received as follows: (a) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system; (b) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it; and (c) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver. For a notice under this Agreement to be valid, it must be addressed using the information below for that Party or any other information stated by that Party in a notice in accordance with this section.

For College:

Pima County Community College District
Attn: Contract Services
4905 E. Broadway Blvd., D-232
Tucson, AZ 85709
With copy to:

Pima County Community College District
Attn: General Counsel's Office
4905 E. Broadway Blvd., C-232
Tucson, AZ 85709

For Agency:

Sierra Vista Fire & Medical
Services
Attn: Chief Brian Jones
675 Giulio Cesare Ave
Sierra Vista, AZ 85635
(520) 417-4400

Sierra Vista City Attorney
Attn: Nathan Williams
Sierra Vista City Hall
1011 N. Coronado Dr.
Sierra Vista, AZ 85635
(520) 458-3315
Nathan.williams@sierravistaaz.gov

F. FERPA; Educational Records

Any educational records provided pursuant to this Agreement shall be used solely for the purposes of this Agreement and shall not be disclosed except as provided by law, including the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

G. Confidentiality

If, during the Term, Agency is provided with access to Student records, assessments, attendance reports or any other documentation of a private or confidential nature ("**Confidential Information**"), Agency shall not disclose Confidential Information except to College, College Representative, and Agency's employees participating in the Program.

H. Governing Law and Venue

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in Pima County, Arizona.

I. Force Majeure

Neither Party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, war, terrorism, riots, pandemics, epidemics, or acts of God.

J. Arizona Revised Statutes

College is a public entity of the State of Arizona and its agreements, including this Agreement, are subject to the Arizona Revised Statutes and, as such, this Agreement is subject to, but not limited to, A.R.S. §§ 12-133 and 38-511.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS THEREOF, the Parties to this Agreement have executed and delivered this Agreement on the date hereof.

Pima County Community College District

Sierra Vista Fire & Medical Services

By: Dolores Duran-Cerda

By:

Signed: 1/20/2023

Print: Dolores Duran-Cerda

Print: Brian Jones

Title: Exec. Vice Chancellor & Provost

Title: Fire Chief

Date:

Date:

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952(D), the attorney for each party has determined that this Agreement is in proper form and is within the powers and authority granted to each respective party under the laws of the State of Arizona.

Jeff Silvyn

Signed: 1/20/2023

College General Counsel

Print Name: Jeff Silvyn

Date:

Agency Legal Counsel

Print Name: Nathan Williams

Date:

Attachments:

Attachment 1 – Paramedic Academy

Attachment 2 – Vehicular Rotations



ATTACHMENT 1

PARAMEDIC ACADEMY

1. NAME OF SERVICES

Paramedic Academy

2. DESCRIPTION OF SERVICES

College shall provide eligible employees of Agency with academic, for-credit instruction consisting of core courses necessary for the completion of the course of study in the field of Paramedicine (“**Paramedic Academy**”). The delivery of Paramedic Academy will take place at a location approved by the Higher Learning Commission (“**HLC**”). Enrolled Student (“**Enrolled Student**”) means any employee from Agency enrolled in the Paramedic Academy.

3. FEES; PAYMENTS

- A. The Quote for Services form will provide information detailing the fees, costs, and services.
- B. No moneys will be exchanged between Enrolled Students and College for Enrolled Students’ participation in the Paramedic Academy.
- C. College will submit an invoice to Agency for the amount due within thirty (30) days from the commencement of each Paramedic Academy Course.
- D. Agency shall, within thirty (30) days of receiving the invoice, make payment to College for the full amount listed. Failure to pay the amount due by the due date may result in the loss of registration or late fees. College may drop unpaid registered Enrolled Students at any time without prior notice.

4. RESPONSIBILITIES OF COLLEGE

College shall:

- A. Provide curriculum and instructional design for the education and training of eligible Enrolled Students registered in the Paramedic Academy. All curriculum and instruction shall remain under the control of College.
- B. Designate an individual to coordinate with Agency on the implementation of the ParamedicAcademy
College POC:
Sharon Hollingsworth
Program Manager – Public Safety & Emergency Services Institute (PSESI)
(520) 260-0527
shollingsworth@pima.edu
- C. Employ, certify, evaluate, and supervise all College faculty who may provide instruction in the Paramedic Academy under this Agreement.
- D. Provide support services to Enrolled Students, including assistance with application and registration process; assessment advising; academic advising; financial aid advising and counseling; transcript evaluation and graduation checks, if applicable.

5. RESPONSIBILITIES OF AGENCY

Agency shall:

- A. Designate an individual to coordinate with College on the implementation of the ParamedicAcademy.
- B. Prior to the commencement of each academic semester, submit in writing to College all eligible Enrolled Students scheduled to enroll into the Paramedic Academy courses during the semester.
- C. Require compliance by Enrolled Students enrolled in the Paramedic academy with College policy entitled “The Student’s Rights and Responsibilities.”
- D. Make timely payments to College for the services performed in the manner and schedule prescribed by College.
- E. Provide College the name, address, email, and phone number of Agency contact individual for billing purposes.

6. ENROLLED STUDENT ELIGIBILITY

- A. The participation of each Enrolled Student in the Paramedic Academy is conditioned upon such Enrolled Students maintaining good standing with College and Agency, as mandated by each Party’s applicable rules and policies.
- B. Any Enrolled Student who has previously attended College and has a balance of unpaid fees and/or fines with College will be required to clear these amounts from Enrolled Student’s College account before being allowed to register for the Paramedic Academy.



ATTACHMENT 2

VEHICULAR ROTATION SERVICES

1. NAME OF SERVICES

Vehicular Rotation Services (“**Program**”)

2. DESCRIPTION OF SERVICES

Agency shall provide field education and experience to eligible College students (“**Students**”) through vehicular rotations, commonly known as “ride-alongs” (“**Rotations**”), with qualified on-duty Emergency Medical Service personnel.

3. PROGRAM GOALS

Demonstrate the knowledge, skills, and behavior while performing all patient care assessments and therapeutic modalities in and out of classroom environments as well as case-based scenario labs.

4. PAYMENTS; FUNDING

No moneys will be exchanged between the Parties. Each Party will be responsible for funding and maintaining a budget for any aspect of the Program for which that Party is responsible.

No tuition moneys will be paid by College or its students for participation in the Program under this Agreement.

5. RESPONSIBILITIES OF AGENCY

Agency shall:

- A. Provide College’s students assigned to Agency with comprehensive educational and practical experiences in the area of emergency response services during the Rotations.
- B. Make available, at no charge to College or its Students, all facilities, personnel, and equipment necessary for Rotations.
- C. Accommodate proposed College scheduling of Rotations. Agency shall promptly notify College of all approved scheduled Rotations and afford College first right of refusal on available shifts for Students.
- D. Provide College with all current relevant information regarding Agency’s rules, regulations, and the consequences of noncompliance.
- E. Provide College with a copy of Agency’s privacy rules to be distributed to College’s instructors (“**Instructors**”) and Students involved in Rotations.
- F. Maintain administrative and professional supervision of Students to the extent the Students presence affects the operation of Agency’s facility and care of Agency’s patients. Agency shall retain full responsibility for the care of patients.
- G. To the extent required and authorized by the Health Insurance Portability and Accountability Act (“**HIPAA**”) and accompanying federal regulations, provide College with access to protected information as it relates to Students participation in the Program.
- H. Provide College with the Students attendance and participation of any Agency required orientation or training, if any.

6. RESPONSIBILITIES OF COLLEGE

College shall:

- A. Assume full responsibility for planning and scheduling rotations, including dates and number of Students.
- B. Provide Agency with at least one (1) week advance notice of its planned schedule of Rotations. If requested, College shall provide a written confirmation for scheduled Rotation.
- C. Instruct its Instructors and Students of all applicable Agency rules, regulations, and the consequences of noncompliance.
- D. Cooperate in facilitating any Agency required orientation or training prior to commencement of Rotations.
- E. Provide all preceptors with preceptor training module developed by College and given to Agency.
- F. Cooperate with Agency to provide for instruction and adequate supervision of Students in the Program.
- G. Verify and provide Agency with documentation that Instructors and Students participating in the Program have the following:
 - i. Training in Health and Universal Precautions as outlined per Occupational and Safety and Health Administration (“**OSHA**”);
 - ii. Current TB skin test or clear chest x-ray
 - iii. Hepatitis B vaccinations or antibodies/declination
 - iv. Current MMR immunization
 - v. Current Tetanus immunization
 - vi. Negative results on 10 Screen Drug Panel
 - vii. Current immunizations as required by CDC
- H. If requested by Agency, College shall provide written confirmation that Students assigned to Agency are covered by professional liability insurance and have personal health insurance coverage.
- I. Remain responsible for preparing and maintaining all records and reports it deems necessary regarding Students field experience and education during Rotations.
- J. Comply with HIPAA requirements regarding confidentiality of patient information, including:
 - i. Preserve the confidentiality of any patient information acquired by Students as a result of their participation in the Program
 - ii. Notify Students assigned to Agency that they are responsible for maintaining the confidentiality of patient information. Students



shall not have access to, or have the right to review, any medical record, except where necessary in the regular course of the Rotations or to the extent authorized by law.

- iii. Affirm that all Students have received mandatory training required by applicable regulations for the protection of patients' protected health information ("PHI"). College shall provide Agency with verification of completed training upon request. IN the event that Agency requires further training, College will notify Students of such requirements.

7. ADDITIONAL RIGHTS OF AGENCY

Agency may:

- A. Require that Instructors and Students attend and successfully complete orientations provided by Agency personnel, as a prerequisite to, and prior to commencement of, Rotations.
- B. Require Instructors and Students to sign a Release and Waiver form prior to commencement of Rotations.
- C. In its sole discretion, decline to allow participation of any Instructor or Student for whom the documentation set forth in this Attachment 2 is not provided or verified.
- D. Recommend the withdrawal of, and College shall withdraw, any Instructor or Student from Rotations in any situation where Agency determines, in its reasonable discretion, that the Instructor or Student:
 - i. Has engaged in practices that are not in the best interests of Agency or its patients.
 - ii. Has not complied with or engaged in a behavior contrary to Agency rules and regulations.
- E. In its reasonable discretion, refuse a Rotation proposed by College, and may cancel a previously scheduled Rotation, where intervening circumstances make cancellation reasonably necessary. Agency shall promptly notify College whenever it refuses or cancels a scheduled Rotation.

8. AGENCY-STUDENT RELATIONSHIP

- A. Agency is not obligated to employ Students assigned by College after completion of Students Rotation.
- B. Rotations with Agency by Students are solely and exclusively educational in nature. Agency has no obligation to provide monetary or other forms of compensation or benefits to any Instructor or Student taking part in Rotations under this Agreement.

9. OSHA

The Parties shall ensure that each Party's policies related to assignment, placement, and work practices of Students comply with applicable provisions of federal OSHA standards.