

COUNCIL DECISION REQUEST

SUBJECT: Paramedic Vehicular Training Agreement with Yavapai College

MEETING DATE: June 4, 2009

PAYSON GOAL: NEW:

EXISTING:

ITEM NO.:

TENTATIVE SCHEDULE:

SUBMITTED BY: Martin A. deMasi

AMOUNT BUDGETED: 0

SUBMITTAL TO AGENDA

EXPENDITURE REQUIRED: 0

APPROVED BY TOWN MANAGER

CONT. FUNDING REQUIRED: 0

EXHIBITS (If Applicable, To Be Attached): Agreement with Yavapai College

POSSIBLE MOTION: I move that the Mayor be authorized to sign all necessary documents associated with the vehicular training agreement between the Town of Payson and Yavapai College.

SUMMARY OF THE BASIS FOR POSSIBLE MOTION: This agreement allows our experienced paramedic/firefighters to provide field-training oversight to paramedic students of the Yavapai College training programs. This agreement costs the PFD nothing and allows potential PFD students to receive vehicular training in their hometown.

PROS: Allows PFD paramedics to help train paramedic students, some of which may be our own members.

CONS: None

PUBLIC INPUT (if any): N/A

BOARD/COMMITTEE/COMMISSION ACTIONS/RECOMMENDATIONS (if any) (give dates and attach minutes): N/A

FUNDING:

Acct:	Budget:	Available:	Expense:	Remaining:
Acct:	Budget:	Available:	Expense:	Remaining:
Acct:	Budget:	Available:	Expense:	Remaining:

BA: _____ Date: _____

JUN 04 2009 1.1

AGREEMENT BETWEEN YAVAPAI COLLEGE
AND THE TOWN OF PAYSON

RECITALS

- A Yavapai College ("Yavapai") and the Town of Payson through its Fire Department ("Payson") (collectively "the Parties") wish to cooperate in providing instruction for the education and training of students to become certified emergency medical technicians/paramedic ("CEP") by the Arizona Department of Health Services. ("ADHS").
- B Yavapai has the ability and resources to provide the necessary classroom education and clinical experiences for the students to receive their CEP certification.
- C Payson has the ability and resources to provide vehicular field and experience ("Training") necessary for students to receive their emergency medical technician/paramedic certification.

AGREEMENT

1. PARTIES. The Parties to this Agreement are Yavapai College, an Arizona College District and the Town of Payson an Arizona Municipal Corporation. Yavapai and Payson, in consideration of the mutual covenants and conditions herein contained, hereby agree as follows:
2. TERM. This Agreement shall be effective on the date of the last Party's signature and shall be in effect through June 30, 2014. The Agreement may be terminated by either party with thirty (30) days prior written notice.
3. MEDICAL DIRECTOR. Yavapai agrees to provide a qualified physician to serve as Medical Director for the Training. Prior to execution of the Agreement, Yavapai shall inform Payson of the physician serving as the Medical Director and shall inform Payson of any change in physician serving as the Medical Director. The Medical Director shall have complete medical control over the Training provided pursuant to this Agreement.
4. PROGRAM DIRECTOR. Yavapai agrees to provide a Program Director who will be directly responsible for coordinating and scheduling all Training with Payson.
5. INSTRUCTION. Yavapai agrees to provide all classroom instruction and clinical experience necessary for students to qualify for certification. The educational experience provided by Yavapai shall be of such quality to satisfy professional standards of the program as set forth in Arizona Revised Statutes and Administrative Regulation R9-25-308.
6. SUPERVISION. Students assigned to Training shall each be under the supervision of

a preceptor who shall be provided by Payson and approved by Yavapai.

7. SCHEDULING. The schedule for requested vehicular time will be forwarded by Yavapai to Payson's Fire Chief for review. Upon review and approval schedule will be forwarded to the appropriate shift Battalion Chief.
8. ATTIRE. Students will wear proper attire as defined below:
 - 8.1 Pants or Slacks
 - 8.2 Work or other durable shoes (no sneakers)
 - 8.3 Any durable shirt or sweatshirt with appropriate lettering identifying individual as a CEP student with Yavapai.
9. PERSONAL PROTECTIVE EQUIPMENT (PPE). Payson will provide student with appropriate disposable emergency medical service PPE with the exception of approved NIOSH particulate respirator.
10. VEHICULAR RIDE TIME. Maximum ride time per assigned Training, unless special conditions or permission from Payson's Fire Chief is obtained, will be 12 (twelve) consecutive hours. Twelve (12) hour time slots may be scheduled during the following time periods, 0800 to 2000. Assigned student shall arrive no later than fifteen (15) minutes prior to assigned shift.
11. EMERGENCY SERVICES. While participating in Training, students shall be permitted to perform only those emergency medical services that comply with ADHS rules relating to CEP Training. Ultimate responsibility for patient care, however, shall always rest with Payson.
12. FINANCIAL REMUNERATION. No financial remuneration shall be made to either Party by the other or by students being precepted. The clinical activities of the student shall not be for the purpose of supplanting the services of regular paid employees of Payson.
13. AGENCY POLICIES. Students shall be required to comply with all applicable policies and regulations of Payson while traveling with Payson personnel.
14. REMOVAL. Either Payson or Yavapai, in their sole discretion, shall have the right to remove any student from the Training.
15. INDEMNIFY. Each Party shall indemnify and defend the other Party, and its officers, agents, attorneys, and employees, from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description including attorney's fees and/or litigation costs, claimed to have resulted from the acts or omissions of the other Party or its employees, officers, agents, servants, or contractors engaged in the work under this Agreement. Nothing in this Agreement shall require a Party to indemnify and defend the other for its intentional or negligent acts or omissions.

16. INSURANCE. During this license, both Parties shall maintain the insurance policies specified below.
 - 16.1 The Parties will at all times provide and keep in full force and effect professional liability and comprehensive liability insurance with limits of not less than \$ 1,000,000/\$ 3,000,000 per occurrence or claim and upon request, shall furnish each other with certificates from the insurance carriers (or Risk Management Office if issued by governmental unit) evidencing such coverages and stating that the insurance carriers (Risk Management) will not cancel the policies or change insurance limits or fail to renew the policies without giving the other party at least thirty (30) days advance written notice.
 - 16.2 The Parties shall purchase and maintain Workers' Compensation Insurance with limits statutorily required by any federal or state law and employer's liability insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease for each employee, and \$500,000.00 disease policy limit.
17. COOPERATION. Each Party shall recognize and promote the accomplishment of the mutual objectives contained in this Agreement.
18. HEALTH STANDARDS. Yavapai shall ensure that students meet minimum health and other standards established by applicable law.
19. BLOOD BORNE PATHOGENS. Yavapai shall comply with Federal Occupational Safety and Health Administration (OSHA) Blood borne Pathogen Regulations and shall educate students regarding the procedures used by Payson.
20. NONDISCRIMINATION. Both Parties shall comply with all federal, state, and local laws, rules, regulations, and executive orders concerning non-discrimination in employment and service on the basis of sex, race, disability, religion, national origin, age or veteran's status.
21. NO PARTNERSHIP. It is not intended by this Agreement to, and nothing contained herein shall, create any employment relationship, partnership, joint venture, or other arrangement between Yavapai and Payson.
22. GOVERNING LAW/DISPUTE RESOLUTION. This Agreement shall be governed and construed in accordance with the internal laws of the State of Arizona. With the written consent of both Parties, any dispute, controversy, claim, or cause of action arising out of or related to this Agreement may, but in no event need, be settled by submission to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-1501, et seq.; and judgment upon any award rendered by the arbitrator(s), if filed in Arizona Superior Court, shall be filed in the Superior Court of Gila County, Arizona; or any

such dispute, controversy, claim, or cause of action may be litigated in the Superior Court of Gila County, Arizona. The venue for any such dispute shall be Gila County, Arizona, and both Parties consent in advance to such venue and jurisdiction and waive any right to object that Gila County is an inconvenient or improper forum based upon lack of venue. Neither Party shall be entitled to recover from the other party any of its attorneys' fees, costs, or expert witness fees incurred in any such dispute, controversy, claim, or cause of action, but each party shall bear its own attorneys' fees without contribution from the other party, whether the same is resolved through arbitration, litigation in a court, or otherwise.

23. CANCELLATION. This Agreement is subject to the provisions of A.R.S. § 38-511, the terms of which are incorporated herein, and which provides for cancellation of contracts by the municipality for certain conflicts of interest.
24. NON-APPROPRIATION/NON-RECEIPT. Nothing herein shall be construed as obligating the Town to expend, or as involving the Town in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work. Nor shall anything herein be construed as obligating the Town to expend, or as involving the Town in any contract or other obligation for the future payment of money if the Town does not have sufficient revenues for this expenditure.
25. ASSIGNMENT. Yavapai shall not assign or subcontract this Agreement or any part hereof without the written consent of Payson, and any attempted assignment or subcontracting in violation of this Paragraph shall render this Agreement void and of no effect. Payson may withhold its consent for any or no reason.
26. NOTICES. All notices, filings, consents, approvals, and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered, or served if in writing and delivered personally or sent by certified United States mail, postage prepaid, return receipt requested, to:

Payson:
Town of Payson
303 North Beeline Highway
Payson, Arizona 85541
Attention: Fire Chief

Yavapai:
Yavapai College, EMS Department
6955 Panther Path
Prescott Valley, AZ 86314
Attention: Ken Schoch

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals, and communication given by certified mail shall be deemed delivered forty-eight (48) hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above. Notices delivered personally shall be deemed delivered upon delivery.

27. NO THIRD PARTY BENEFICIARIES. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or

corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

28. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.
29. NO WAIVER. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Payson of a breach of any of the covenants of this Agreement shall be construed as a waiver of any proceeding or succeeding breach of the same or any other covenant or condition of this Agreement.
30. CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.
31. TIME OF ESSENCE. Time is of the essence in this Agreement and all of its parts.
32. TIME PERIODS. Except as expressly provided for herein, the time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Payson time) on the last day of the applicable time period provided for herein. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.
33. SEVERABILITY. If any portion of this Agreement is found to be invalid, such finding will not affect the validity of the remainder of this Agreement and to this end the provisions of this Agreement are severable.
34. AUTHORITY. The Parties acknowledge and warrant that each of them is fully authorized and empowered to execute this Agreement by and through the individual(s) executing hereinafter.
35. ENTIRE AGREEMENT. This Agreement contains and sets forth the entire and exclusive agreement and understanding between the Parties hereto pertaining to the subject matter.
36. SAFEGUARDING PATIENT INFORMATION. The use or disclosure by Yavapai of any information concerning any person served under this Agreement is

directly limited to the conduct of this Agreement or as provided by law.

37. TOWN BUSINESS LICENSE OR OTHER DOCUMENTATION. The College shall provide Payson with the items required under Section 110.03(C)-(D) of the Town Code.

38. AUTHORIZED PRESENCE REQUIREMENT/GOVERNMENT PROCUREMENT (A.R.S. §41-4401)

38.1 College and any Subcontractor who works on this Agreement warrants their compliance with all Federal immigration laws and regulations that relate to their employees and Arizona Revised Statutes Section 23-214(A).

38.2 A breach of the warranty under Section 38.1 above shall be deemed a material breach of this Agreement and shall be subject to penalties up to and including termination of this Agreement.

38.3 Payson retains the legal right to inspect the papers of the College or any Subcontractor who works on this Agreement to ensure that the College or Subcontractor is complying with Section 14.1.

WHEREFORE, the parties have caused this Agreement to be executed by their duly authorized representatives.

Yavapai College

By _____
_____, its President

Dated

TOWN OF PAYSON,
an Arizona municipal corporation

By _____
Marti deMasi, Fire Chief

Dated

ATTEST:

Silvia Smith, Town Clerk

APPROVAL AS TO FORM

The Town of Payson Legal Department has reviewed this agreement and approved it as to form. When reviewing this agreement for form, the Legal Department considers whether the following situations have been addressed:

1. Identification of parties;
2. Offer and acceptance;
3. Existence of consideration (we do not review to determine if consideration is adequate);
4. That certain provisions specifically required by statute are included (i.e., provisions concerning non-availability of funds and conflict of interest, A.R.S. § 38-511).

We have not reviewed the agreement for other issues. Therefore, approval as to form should not be considered as approval of the appropriateness of the terms or conditions of the agreement or the underlying transaction. In addition, approval as to the form should not be considered approval of the underlying policy considerations addressed by the agreement.

Dated: _____, 2009

By _____
Samuel I. Streichman, Town Attorney
