

**RESOLUTION NO. 2948**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR AND/OR HIS DESIGNEE TO EXECUTE THE PARAMEDIC TRAINING VEHICULAR FIELD TRAINING AGREEMENT (“AGREEMENT”) BETWEEN THE S&S ACADEMY OF EMERGENCY SERVICES, INC. (“AES”) BY AND THROUGH ARIZONA PARTNERSHIP FOR PARAMEDIC TRAINING (“APPT”) AND THE TOWN OF PAYSON, ON BEHALF OF THE PAYSON FIRE DEPARTMENT, (“PAYSON”).**

**WHEREAS, PAYSON, a municipal corporation and a political subdivision of the State of Arizona, is located entirely in Gila County and incorporated and organized under A.R.S. §§ 9-101 and 9-231; and**

**WHEREAS, PAYSON, by and through its Town Council has the power to provide regulations for the prevention and extinguishment of fires pursuant to A.R.S. § 9-240(B) (7); and**

**WHEREAS, PAYSON, has the authority to provide fire protection and emergency services within and outside corporate limits pursuant to A.R.S. §§ 9-500.23 and 9-500.02; and**

**WHEREAS, PAYSON, is a State Fire Marshall Certified Municipal Fire Department pursuant to A.R.S. § 9-953; and**

**WHEREAS, S&S Academy of Emergency Services, Inc. (“AES”) is an Arizona Corporation and Arizona Partnership for Paramedic Training (“APPT”) is the training partner of AES; and**

**WHEREAS, PAYSON and AES, by and through APPT, agree to provide all classroom instruction and clinical experience necessary for students to qualify for certification and that satisfy professional standards as set forth in Arizona Administrative Code R9-25-308 pursuant to A.R.S. §§ 36-2202 (A)(3) and 36-2204 (1) and (3); and**

**WHEREAS, the Parties desire to approve and to execute the Agreement which shall become effective upon the adoption and execution by both Parties (the “Effective Date”) and shall remain in effect through June 29, 2018 with self-renewal option up to June 23, 2021 unless otherwise terminated as provided for in the Agreement.**

**NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:**

Section 1: That the Agreement between PAYSON and the AES, by and through APPT, attached hereto marked Exhibit A is approved in substantially the form attached.

Section 2: That Kenny J. Evans, Mayor of the Town of Payson and/or his Designee, is authorized to execute said Agreement in substantially the form attached.

Section 3: That the Town of Payson and its Fire Chief are authorized to take such other and further actions as may be necessary or appropriate to carrying out the intent of this Resolution.

Section 4: If any section of Exhibit A to this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of Exhibit A.

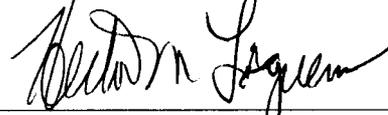
**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this 18<sup>th</sup> day of August, 2016, by the following vote:**

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSTENTIONS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
Kenny J. Evans, Mayor

ATTEST:

APPROVED AS TO FORM:



\_\_\_\_\_  
Silvia Smith, Town Clerk

\_\_\_\_\_  
Hector M. Figueroa, Town Attorney

# Exhibit A

to Resolution 2948

(APPT PARAMEDIC TRAINING AGREEMENT)

# **ARIZONA PARTNERSHIP FOR PARAMEDIC TRAINING VEHICULAR FIELD TRAINING AGREEMENT**

This agreement ("Agreement") is entered into between TOWN OF PAYSON, an Arizona Municipal Corporation on behalf of the Payson Fire Department ("Payson") and S&S ACADEMY OF EMERGENCY SERVICES, INC. by and through ARIZONA PARTNERSHIP FOR PARAMEDIC TRAINING ("APPT").

## **BACKGROUND**

1. 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").
2. APPT has the ability and resources to provide the necessary classroom education and clinical experiences for the students to receive their CEP certification.
3. 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**

Therefore, the Parties agree as follows:

1. **TERM.** This Agreement shall be effective as of June 29, 2016 through June 29, 2018, but may be terminated by either party with ninety (90) days prior written notice. This contract shall be self-renewing until June 23, 2021, as long as no party is in default, and unless cancelled by either party prior to that date. In the event that notice of termination is given, the termination shall be effective until all those students then participating in the Training have completed the Training.
2. **MEDICAL DIRECTOR.** APPT 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.
3. **PROGRAM DIRECTOR.** APPT agrees to provide a Program Director who will be indirectly responsible for all training.
4. **CLINICAL COORDINATOR.** APPT agrees to provide a coordinator who will be directly responsible for scheduling and student issues. The Program Director and Clinical Coordinator may be the same person.
5. **INSTRUCTION.** APPT agrees to provide all classroom instruction and clinical experience necessary for students to qualify for certification. The

educational experience provided by APPT shall be of such quality to satisfy professional standards of the program as set forth in Arizona Administrative Code R9-25-308 as authorized by Arizona Revised Statutes §§36-2202 (A)(3) and (A)(4) and 36-2204 (1) and (3).

6. **CONFIDENTIAL INFORMATION.** Information provided by APPT is confidential and the property of APPT and shall not be used by Payson for any other purpose than with student instruction. APPT retains all copyrights, ownership and exclusive use of the Confidential Information used in instruction. Payson agrees not to copy or use the Confidential Information for any other purpose. Confidential information shall include all instruction material, trade secrets and any techniques of instruction used by APPT.
7. **SUPERVISION.** Students assigned to vehicular training shall each be under the supervision of a preceptor who meets state preceptor requirements and will be provided by Payson and approved by APPT. On Occasion, APPT may provide an additional preceptor for evaluation purposes. Prior arrangements will be made with Payson.
8. **SCHEDULING.** Schedule for requested vehicular time will be forwarded by APPT to Payson for review. Upon review and approval schedule will be forwarded to the appropriate contact.
9. **ATTIRE.** Riders will wear proper attire as defined below:
  - Appropriate EMS Pants or Slacks
  - Work or other durable shoes (no sneakers)
  - Any durable shirt or sweatshirt with appropriate lettering identifying individual as CEP student with APPT.
10. **PERSONAL PROTECTIVE EQUIPMENT (PPE).** Payson will provide student with appropriate disposable emergency medical service PPE with the exception of approved NIOSH particulate respirator.
11. **VEHICULAR RIDE TIME.** Maximum ride time per assigned vehicular, unless special conditions or permission from Payson are obtained, will be 12 (twelve) consecutive hours. Twelve (12) hour time slots may be scheduled during the following time periods, Sunday-Saturday 0800-2000 HOURS. Assigned student shall arrive no later than fifteen (15) minutes prior to assigned shift.
12. **EMERGENCY SERVICES.** While participating in vehicular 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 personnel.

13. FINANCIAL REMUNERATION. No financial remuneration shall be made to either party by the other to 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.
14. AGENCY POLICIES. Students shall be required to comply with all applicable policies and regulations of Payson while traveling with Agency personnel.
15. REMOVAL. Either Payson or APPT, in their sole discretion, shall have the right to remove any student from the vehicular training program with due cause.
16. INDEMNIFY. Each party, and its officers, agents, employees, and servants shall indemnify and defend the other party, and its officers, agents, employees, costs, expenses and attorney's fees, 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.
17. INSURANCE. During this license, both parties shall maintain the insurance policies specified below.

17.1 The policies shall be issued by companies licensed in Arizona with a current A.M. Best rating of A: VIII or better. APPT acknowledges that Payson is insured through EHIS, and accepts such insurance as satisfying the requirements of this agreement.

17.2 Before any Student is assigned to a vehicle (Fire Truck, Rescue Unit or Ambulance), each party shall furnish the other with certificates of insurance evidencing the required coverage's, conditions, and limits required by this provision.

17.3 The insurance policies, except Workers' Compensation and Professional Liability, shall be endorsed to name the other party, its agents, officers, employees, and volunteers as additional insured's.

17.4 If the policies required by this provision are written on a "claims made" basis, coverage shall extend for two (2) years past completion of the last Student assignment to the vehicle (Fire Truck, Rescue Unit or Ambulance) and must be evidenced by annual certificates of insurance.

17.5 The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without the insurer endeavoring to provide thirty (30) days written notice by certified mail

to the other party (The insurance company shall agree to notify respective party, in writing, of default in payment of insurance premiums no less than ten (10) days prior to cancellation of the insurance.)

17.6 Each party's insurance must be primary, and any insurance of self insurance maintained by the other party shall not contribute to this. The following coverage is required:

17.6.1 COMMERCIAL GENERAL LIABILITY insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Agreement;

17.6.2 AUTOMOBILE LIABILITY insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to each party's owned, hired, and non-owned vehicles;

17.6.3 WORKERS' COMPENSATION insurance with limits statutorily required by any federal or state law and Employer's Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit; and

17.6.4 PROFESSIONAL LIABILITY insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by each party, or any person employed by each party, with a limit of not less than \$1,000,000 per claim.

18. COOPERATION. Each party shall recognize and promote the accomplishment of the mutual objectives contained in this Agreement.
19. HEALTH STANDARDS. APPT shall ensure that students meet minimum health and other standards established by applicable law.
20. BLOODBORNE PATHOGENS. APPT shall comply with Federal Occupational Safety and Health Administration (OSHA) Blood borne Pathogen Regulations and shall educate students regarding the procedures used at Payson. In the event a student experiences an occupational exposure to a blood or body fluids, Payson shall provide all evaluations and follow up. Payson shall provide APPT promptly with written information regarding the circumstance under which the exposure incident occurred.
21. NONDISCRIMINATION. Both parties shall comply with all federal, state, and local law, 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.

22. INDEPENDENT CONTRACTOR. Payson shall at all times be deemed to be an independent contractor. Its employees shall not be regarded as employees or agents of APPT for any reason.
23. PAROL EVIDENCE. This Agreement contains the entire understanding between the parties. All prior negotiation between the parties is merged into this Agreement, and there are no other understandings or agreements. This Agreement may not be modified except by written amendment signed by both parties.
24. GOVERNING LAW. This Agreement shall be bound by the laws and ordinances of the State of Arizona. Any dispute shall be resolved in Maricopa County, Arizona, Superior Court.
25. CANCELLATION. Payson may cancel this Agreement under Arizona Revised Statute 38-511.
26. FUNDS UNAVAILABLE. Each party has sufficient funds for the obligations anticipated under this Agreement. Either party may terminate this Agreement if funds become unavailable for the Program.

Town of Payson, an Arizona Municipal Corporation

\_\_\_\_\_  
Mayor or Designee

\_\_\_\_\_  
Date

S&S ACADEMY OF EMERGENCY SERVICES, INC.

\_\_\_\_\_  
Authorized Corporate Signatory

\_\_\_\_\_  
Date

ARIZONA PARTNERSHIP FOR PARAMEDIC TRAINING

\_\_\_\_\_  
Signature  
Andrew Johnston, BS, NRP, CEP  
Dean of Operations

\_\_\_\_\_  
Date

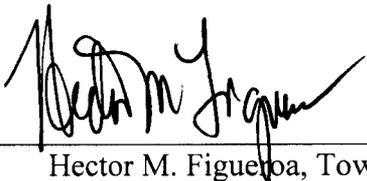
### APPROVAL AS TO FORM

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

1. Identification of parties to the Contract;
2. Offer and acceptance;
3. Existence of contract consideration but not whether consideration is adequate;
4. Town authority to enter into the transaction;
5. Town Officials signatory authority;
6. That certain provisions specifically required by statute are included as contract terms (i.e., provisions concerning non - availability of funds and conflict of interest, A.R.S. § 38 -511).

The Town of Payson Legal Department has limited the legal review as noted herein. Therefore, approved as to form should not be deemed as approval of the appropriateness of the terms or conditions of the contract or the underlying transaction. In addition, approval as to the form should not be considered approval of the underlying policy considerations addressed by the contract.

APPROVED AS TO FORM

By   
\_\_\_\_\_  
Hector M. Figueroa, Town Attorney

Date: 8/4/16