



NOTICE OF WORK SESSION

In accordance with §38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Work Session meeting at 6:30 p.m., Wednesday, August 7, 2019. The Work Session will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE SESION DE TRABAJO

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Sesión de Trabajo a las 6:30 p.m., el día Miércoles, 7 de Agosto del 2019. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos del Estado de Arizona A.R.S §1-602.A.9, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar el consentimiento ante el Estado o cualquiera de sus subdivisiones políticas para hacer una grabación de audio o video de su hijo menor de edad. Las juntas del Cabildo se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden dar el consentimiento por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con los Estatutos del Estado de Arizona A.R.S. §1-602.A.9.

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
August 7, 2019
6:30 p.m.

PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION; THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS.

- 1. CALL TO ORDER/ROLL CALL**
- 2. ITEMS FOR DISCUSSION ONLY**
 - 2. A.** Discussion and possible directions to staff on any and all matters regarding a mural project considered for the Cesar Chavez Cultural Center south wall. **(Lizandro Galaviz, Director of Parks and Recreation)**
 - 2. B.** Presentation by the Arizona Soccer Association on the Youth Recreational and Club Team Program that they would like to bring to the City of San Luis and its benefits to the community. **(Lizandro Galaviz, Director of Parks & Recreation)**
 - 2. C.** Discussion and possible directions to staff on any and all matters regarding the Memorandum of Understanding with Phoenix Children's Hospital. **(Angel Ramirez Fire Chief)**
 - 2. D.** Discussion and possible directions to staff on any and all matters regarding a Field Training Agreement with Wizard Education for field internship training of our paramedic students. **(Angel Ramirez, Fire Chief)**
 - 2. E.** Discussion and possible directions to staff on any and all matters regarding Memorandum of Understanding with the United States Border Patrol to provide field training to their Emergency Medical Technicians(EMT's) and Paramedics. **(Angel Ramirez, Fire Chief)**
 - 2. F.** Discussion and possible directions to staff on any and all matters regarding an informational update by the Building Safety Department. **(Vice-Mayor Maria Cecilia Cruz & Joaquin Campa, Building Official)**
 - 2. G.** Discussion and possible directions to staff on any and all matters regarding marketing campaign by Puerto Peñasco, "Peñasco Te Atrae" on its cruise and maritime services. **(Vice-Mayor Maria Cecila Cruz & Jenny Torres, Economic Development Manager)**
- 3. ADJOURNMENT**

IN THE EVENT A MAJORITY OF THE COUNCIL IS NOT PRESENT, AN INFORMAL WORK SESSION MAY BE HELD.



AGENDA ITEM REVIEW FORM

Work Session

2.A.

Meeting Date: 08/07/2019

Department Head: Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding a mural project considered for the Cesar Chavez Cultural Center south wall. (**Lizandro Galaviz, Director of Parks and Recreation**)

SUMMARY:

The City of San Luis, Parks & Recreation Department, would like to work with Abraham Andrade & Lindsey Benacka on a mural project for the Cesar Chavez Cultural Center. This art mural would be painted on the south wall of the Cesar Chavez Cultural Center. Mr. Andrade & Ms. Benacka will be presenting the artist background with the potential mural project design & concept. If Council directs staff to move forward with this art mural project, a local consortium group will be providing funding for the project.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

n/a

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: n/a

CITY/STATE/FEDERAL FUNDS: n/a

TOTAL: n/a

BUDGETED AMOUNT: n/a

AVAILABLE AMOUNT TO TRANSFER: n/a

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: n/a

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

n/a



PRESENTATION

Work Session

2.B.

Meeting Date: 08/07/2019

Presentation Topic/Summary:

Presentation by the Arizona Soccer Association on the Youth Recreational and Club Team Program that they would like to bring to the City of San Luis and its benefits to the community. **(Lizandro Galaviz, Director of Parks & Recreation)**



AGENDA ITEM REVIEW FORM

Work Session

2.C.

Meeting Date: 08/07/2019

Department Head: Angel Ramirez, Fire Chief, Fire Department

Submitted By: Enrique Lopez, Assistant Fire Chief, Fire Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the Memorandum of Understanding with Phoenix Children's Hospital. **(Angel Ramirez Fire Chief)**

SUMMARY:

This agreement would facilitate San Luis Fire Department personnel to participate in clinical time and gain experience in the pediatric sector of emergency medical services, it would also be a great resource in bringing pediatric based training to the Yuma area. This agreement does not carry any cost to our department and it would benefit the entire Yuma County Emergency Medical Services sector.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

There is no fiscal impact associated with this item.

Attachments

PCH MOU

**EDUCATIONAL AFFILIATION AGREEMENT
BETWEEN
PHOENIX CHILDREN'S HOSPITAL, INC.
AND
SAN LUIS FIRE DEPARTMENT**

This Agreement is made this April 1, 2019, by and between the SAN LUIS FIRE DEPARTMENT ("INSTITUTION"), located in San Luis, Arizona, and PHOENIX CHILDREN'S HOSPITAL, INC. ("PCH"), located in Phoenix, Arizona.

INSTITUTION desires that its student(s) obtain the necessary clinical field work experience to become eligible for graduation, certification, registration and/or licensure in their field of specialization for the disciplines, programs and/or practice areas identified in Attachment A; and

PCH has the facilities to offer such necessary clinical field work experience for the disciplines, programs and/or practice areas identified in Attachment A; and

The Parties desire to contribute to the development of this disciplinary experience and to assure continuity and supply of qualified personnel for the future by participating in this Agreement under the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

I. TERM AND TERMINATION

The term of this Agreement shall be three (3) years commencing April 1, 2019 and ending March 31, 2022 (the "Term") unless otherwise terminated under the terms of this Agreement. Following the Term, this Agreement may be renewed by mutual consent of both parties evidenced in writing.

Either Party may terminate this Agreement, with or without cause, as provided in this Agreement or upon at least ninety (90) days prior written notice to the other Party. Either Party may immediately terminate this Agreement as specified in this Agreement or terminate with an opportunity to cure upon thirty (30) days notice, where cause means, with respect to either Party, a material breach of any provision of this Agreement which is not cured within thirty (30) days after written notice from the other Party. In case of termination, the affiliation between PCH and INSTITUTION shall continue for those students who are then participating in a clinical experience at PCH at the time of termination have completed their clinical experience pursuant to the terms and conditions of this Agreement, unless otherwise dismissed pursuant to Section VII.B.

II. RESPONSIBILITIES OF THE INSTITUTION

- A. INSTITUTION will select those student(s), for assignment to PCH, who have completed all academic requirements necessary to fulfill the duties and responsibilities required to successfully fulfill their clinical field work obligations. INSTITUTION will provide to PCH the curriculum requirements for the clinical field work experience for its student(s), as set forth in the INSTITUTION's course descriptions and objectives and the number of students, no less than fourteen (14) days before the student(s) are scheduled to arrive at PCH. INSTITUTION will provide to PCH copies of any changes to the clinical field work curriculum during the Term or any subsequent renewals of this Agreement. INSTITUTION will retain ultimate responsibility for the education of its student(s).
- B. INSTITUTION will designate in writing a faculty supervisor to coordinate with a PCH designated staff member from the Department to which the student(s) will be assigned. The faculty supervisor and PCH designee shall together coordinate the clinical or practicum schedule of each student participating in this clinical field work experience. INSTITUTION will not assign any faculty member to PCH who is not appropriately certified, registered or licensed, and will keep evidence of such certification, registration or licensure of the assigned faculty on file with INSTITUTION during the Term of this Agreement and any subsequent renewals. At PCH's request, faculty shall be required to provide evidence of certification, registration and licensure. INSTITUTION shall remove any faculty from PCH who refuses to provide such documentation on request. Faculty supervisor(s) must have the appropriate experience for the particular discipline and will be responsible for all students assigned to the Department. Faculty supervisor(s) will also be expected to submit completed documentation as requested by PCH of its faculty supervisor(s) in accordance with PCH's policies and procedures.
- C. If the affiliation involves pediatric clinical rotation requiring a qualified faculty supervisor to be on site in accordance with the Arizona State Board of Nursing requirements and/or PCH policies, INSTITUTION shall maintain responsibility for fulfilling this requirement. If onsite faculty is required and INSTITUTION does not have a qualified faculty supervisor on site at any given time, any student who is then participating will be dismissed from participating in the clinical experience on site at PCH until INSTITUTION meets this requirement.
- D. INSTITUTION and PCH, prior to the start of each semester, will mutually agree upon the number of student(s) and faculty supervisor(s) who will be on site during that semester. INSTITUTION will provide PCH with the names of the student(s) and faculty supervisor(s) selected to participate at least ten (10) days prior to their arrival. INSTITUTION will arrange the student(s) and faculty supervisor(s) schedules in cooperation with PCH. As a condition to participation in the educational and clinical experience, INSTITUTION will direct its faculty supervisor(s) and student(s) to provide copies of their records to PCH as to adequately disclose prior educational and clinical experiences.

E. INSTITUTION agrees to provide PCH with written verification of each faculty supervisor and student's compliance with PCH's then current health policy at least thirty (30) days prior to the beginning of each assignment, using the form attached as Attachment B and incorporated by reference, which may be updated from time to time without requiring a written amendment to this Agreement. In completing the written verification, INSTITUTION must obtain and ensure that the following criteria are met and shall make available to PCH upon request, written documentation that includes:

1. A 12 panel drug screen by a licensed laboratory with expertise in performing drug screens, including tests for amphetamines (methamphetamines), barbiturates, benzodiazepines, cannabinoids (marijuana, metabolites), cocaine, fentanyl, meperidine, methadone, opiates (morphine, codeine, hydrocodone, hydromorphone), oxycodone, phencyclidine (PCP) and propoxyphene (PXY);
2. Documentation of MMR vaccine or positive MMR titers;
3. Documentation of two (2) doses of varicella vaccine or positive varicella titer;
4. Documentation of serological testing (titers) for Rubella, Rubeola, Mumps and Varicella;
5. Documentation of completion of a tuberculin ("TB") screening test within one (1) year prior to the start date, which must be updated annually, with a follow-up chest x-ray and completion of a TB questionnaire on all positive results, and if symptomatic, another chest x-ray, with a physician certifying fitness for duty;
6. Documentation that the Hepatitis B vaccine was offered and certified in writing that the individual is immune, received the complete vaccine, is in the process of receiving the vaccine or has signed a waiver to receive the vaccine; and
7. Documentation of training to ensure that the individual understands and will comply with all state and federal laws and regulations related to protected health information and medical records, including privacy and security requirements under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");
8. Documentation of completion of training of PCH's mandatory safety education;
9. If the individual will have contact with PCH patients under this Agreement, certification in Basic Cardiac Life Support ("BLS"), and any other advanced certification, where applicable, issued within the past two (2) years by the American Heart Association, containing testing and demonstration components and signed off by a certified instructor, including a copy of both the front and back of certifications; and

10. Any other documentation required by PCH pursuant to its policies and procedures.

- F. INSTITUTION will notify faculty supervisor(s) and student(s) that PCH has an expectation of confidentiality with respect to certain business records and that all information with respect to PCH's patients is confidential, is not to be released to any person without prior approval from the proper authorities at PCH. Each faculty supervisor and student shall execute a confidentiality agreement, using the form attached as Attachment C and incorporated by reference, which may be updated from time to time without requiring a written amendment to this Agreement, acknowledging their obligations to maintain such confidentiality and provide it to PCH at least fifteen (15) business days prior to the beginning of each participant's clinical field experience.
- G. INSTITUTION will provide thorough and complete training to all participants prior to commencement of the clinical field experience concerning the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and prevention of infectious disease.
- H. INSTITUTION will require that its faculty supervisor(s) and student(s) follow the administrative policies, standards and practices of PCH and provide their own necessary and appropriate uniforms and supplies.
- I. INSTITUTION will maintain dosimetry badges for each student, if applicable.
- J. INSTITUTION shall require that faculty supervisor(s) and student(s) have a current background clearance as a condition of admission to any clinical experience at PCH. When preparing the verification, INSTITUTION shall ensure that documentation of the following searches have been conducted by a reputable outside background check service provider for each faculty supervisor(s) and student(s) performing any clinical field work under this Agreement:
1. Verification that faculty supervisor(s) and student(s) are in good standing and are not and at no time have been an Excluded Party on the Office of Inspector General's (OIG) List of Excluded Individuals/Entities, or listed on the General Services Administration (GSA) sanctions website, or otherwise excluded from participation in any federally funded health care program, including Medicare and Medicaid, with printed search results to be maintained on file and conducted annually. Any and all names found on the faculty supervisor(s) and student(s)' professional license(s), if applicable, or driver's license should be searched. INSTITUTION shall not refer any faculty supervisor(s) and student(s) following a finding on an exclusion list;
 2. Complete alias and address history search;
 3. Social Security number verification;
 4. Nationwide Sex Offender registry (searches all available statewide Megan's Law repositories for given name and all known aliases);
 5. Terrorist Watch List;

6. Nationwide criminal records for seven (7) years (including alias names);
 7. Smart Criminal Search for seven (7) years for each of the states/counties listed in the Social Security Search (INSTITUTION shall not refer any faculty supervisor(s) or student(s) following a finding of a conviction for a sex crime or crime involving minors, illegal drugs or aggravated DUI, or a warrant in any state to the best of the INSTITUTION's knowledge);
 8. For faculty supervisors, Employment Verification, verifying date of hire, date of departure, and eligibility for re-hire for the user-provided employer (includes the last three (3) employers);
 9. For faculty supervisors and graduate level students, Education Verification, verifying degree earned and dates attended; and
 10. For all faculty supervisor(s), Professional License Verification, verifying license type (per license per state).
- K. If assigned to a behavioral health unit, proof that student(s) and faculty supervisor(s) have received a valid fingerprint clearance card and a criminal history affidavit as required as required by law. *See A.R.S. § 36-425.03 and successor provisions.*

III. RESPONSIBILITIES OF PCH

- A. PCH will provide INSTITUTION with the name and professional and academic credentials of the individual(s) who will supervise the assigned student(s) for approval by INSTITUTION prior to commencement of the clinical field work experience. In instances where there is no on-site faculty from INSTITUTION directly supervising the students, PCH will be responsible for providing appropriate and adequate supervision of the activities of each student by qualified professionals mutually acceptable to the INSTITUTION and PCH. In those cases, INSTITUTION shall provide faculty who will be accessible to the PCH staff for immediate consultation or supervision.
- B. A planned, supervised program meeting the requirements of INSTITUTION and the educational credentialing body having jurisdiction over the program will be followed and documented during the period the student(s) is assigned to PCH.
- C. At specified intervals, and at the conclusion of each student's assignment, the PCH supervisor will provide the coordinating faculty member with evaluations of each student's performance in a form satisfactory to INSTITUTION.
- D. PCH agrees to render emergency first aid to student(s) for injuries on PCH premises at each student's expense.
- E. PCH agrees to notify INSTITUTION of any significant change in its accreditation or licensure status

within thirty (30) days of such change.

- F. PCH agrees to use reasonable efforts to make conference room space available as may be necessary for pre- and post-clinical experience discussions (not for lecturing or classroom purposes).
- G. PCH shall provide for the orientation of INSTITUTION's faculty supervisor(s) and student(s) as to the PCH's philosophies, rules, regulations and policies. If a faculty supervisor(s) is required to be on site at PCH in accordance with the State Board of Nursing requirements and/or PCH policies, PCH shall provide for the orientation of only INSTITUTION's faculty supervisor(s) who will then be required to properly orient all students as to the PCH's philosophies, rules, regulations and policies prior to the beginning of the students' clinical field experience.
- H. PCH shall comply with all federal, state, and local laws and ordinances concerning the confidentiality of participant records, where such applies, including but not limited to the Family Educational Rights and Privacy Act.
- I. PCH shall not be responsible for providing any assigned faculty supervisor(s) or student(s) with health insurance coverage.

IV. RESPONSIBILITIES OF INSTITUTION'S FACULTY SUPERVISOR

- A. The faculty supervisor coordinating assignment of the student(s) at PCH will provide the student(s) with the responsibilities incumbent on each student during assignment to the clinical field work experience according to written information provided by PCH. The student(s) will acknowledge in writing that he or she has received and understands the same.
- B. The faculty supervisor will be a faculty member of INSTITUTION who is certified, registered or licensed in the specialty of the student(s) assigned to the clinical field work experience.
- C. The faculty supervisor will visit student(s) on-site, at INSTITUTION's expense, if possible, during the course of the student(s) clinical field work experience. The faculty supervisor will periodically confer with the PCH's designee during the period of student(s) assignments at PCH.
- D. The faculty supervisor, when appropriate, will counsel and advise student(s) regarding the clinical, practicum or internship schedule during the period of assignment.
- E. The faculty supervisor shall be primarily responsible for the supervision of the INSTITUTION's student(s) during the student(s) assignment at PCH.

V. INSURANCE AND INDEMNIFICATION

- A. Each Party agrees to secure and maintain adequate insurance coverage including commercial general liability and professional liability insurance in coverage amounts no less than one (1) million dollars (\$1,000,000.00) per occurrence and three (3) million dollars (\$3,000,000.00) annual aggregate. Coverage shall be on an occurrence basis or, if claims-made, the coverage will provide an extended reporting period (“tail”) of unlimited duration. Either Party may self-insure provided such insurance is recorded on its financial statements and is based on sound actuarial practice to discharge each Party’s respective obligations under this Section V. INSTITUTION shall furnish a Certificate of Insurance, attached hereto and incorporated by reference as Attachment D, evidencing such insurance and shall list PCH as an additional insured. INSTITUTION agrees that PCH will receive no less than thirty (30) days written notice prior to the cancellation, modification or non-renewal of any commercial insurance coverage.
- B. Each Party to this Agreement shall indemnify, defend and hold harmless the other Party and its affiliated corporations and entities, and its directors, trustees, officers, agents and employees for such portion of any and all claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys’ fees and experts’ fees and costs, arising, in whole or in part, out of the indemnifying Party’s negligent or willful acts or failure to act or the negligent or willful acts or failure to act of its directors, trustees, officers, agents and employees in connection with the subject matter of this Agreement. For avoidance of doubt, INSTITUTION shall be responsible for the negligent or willful acts or failure to act of faculty supervisor(s) and/or student(s) during the course of this clinical field work experience.
- C. Each Party, explicitly acknowledging that it is not the agent or employee of the other, shall be responsible for its own acts and omissions and the acts and omissions of its own employees and agents in carrying out this Agreement. No Party shall be liable for any judgment, settlement, award, fine or otherwise, of the other Party which arises out of the acts and omissions of any other Party, or any other Party’s employees and agents, under this Agreement. To the extent a Party utilizes its own equipment, products, or other personal property in the performance of its obligations under this Agreement, such Party shall assume full responsibility to ensure that such equipment, product, or other personal property is suitable and fit for the purpose intended by such Party, free from defects that may damage any other Party or persons, and otherwise operates in accordance with applicable government standards and safety regulations.
- D. Nothing in this Section is intended or shall be construed to preclude, restrict or otherwise adversely affect the right of the Parties to seek and obtain indemnification or contribution under applicable laws. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement.

VI. DEBARMENT OR DISQUALIFICATION.

INSTITUTION represents that it has not been placed on the sanctions list issued by the Office of Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. §1320a(7), has not been excluded from government contracts by the General Services Administration or has not been convicted of a crime relating to healthcare or a felony. INSTITUTION also represents that neither it nor its parent(s) or any of its affiliates, subsidiaries or employees providing services under this Agreement, has been excluded from participation in any federal health care programs (as that term is defined in 42 U.S.C. §1320a-7b(f)) and warrants that it shall immediately notify PCH if INSTITUTION, or any parent(s), affiliate, subsidiary or it becomes aware that any of its employees providing services under this Agreement becomes suspended, excluded or debarred from participation in Medicare or any other federal or state assisted programs or is subject to exclusion from participation in these programs. PCH may terminate this Agreement immediately if INSTITUTION is excluded, debarred, disqualified or banned from such programs.

VII. GENERAL

- A. *No Discrimination.* INSTITUTION and PCH agree to make no distinction among participant(s) covered by this Agreement on the basis of race, color, creed, age, national origin, sex, marital status, handicap or any other class protected by law.
- B. *Dismissal.* INSTITUTION and PCH agree that PCH shall have the right at any time to dismiss from the clinical field work experience any participant(s) of the INSTITUTION who in PCH's judgment is not performing satisfactorily or who refuses to follow the administrative and patient care policies, procedures, and rules and regulations. PCH shall immediately notify the INSTITUTION of any dismissal pursuant to this provision.
- C. *Patient Privacy Act and Security Rules.* The Parties confirm their intent to comply with the requirements under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d *et seq.*, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and any and all rules and regulations promulgated thereunder (collectively "HIPAA") for protected health information ("PHI"). The Parties understand and acknowledge that the student(s) and faculty supervisor(s) engaging in the clinical educational experience under this Agreement are considered part of PCH's "workforce" as defined under the HIPAA and the use and handling of PHI in accordance with this Agreement is authorized under the Privacy Standards without additional agreements, consents or authorizations. However, if it is determined that this agreement creates a business associate arrangement among the Parties, the Parties agree to enter into a Business Associate Agreement reasonably acceptable to the Parties. INSTITUTION and its participants shall only use PHI in performance of their educational duties and subject to the terms of the Confidentiality Statement attached hereto. INSTITUTION and its participants may not use or further disclose the information in a manner that would violate the requirements of HIPAA.
- D. *Modification.* This Agreement may be modified only by a written amendment signed by both

parties.

- E. *Governing Law.* This Agreement is made and entered into in the State of Arizona and shall be governed in all respects by the laws of Arizona.

- F. *Dispute Resolution.* The parties shall endeavor to resolve any dispute arising out of or relating to this Agreement by mediation under the CPR Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any controversy or claim arising out of or relating to this Agreement, including the breach, termination or validity thereof, which remains unresolved 30 days after the appointment of a mediator, shall be finally resolved by arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect, by three independent and impartial arbitrators, of whom each Party shall designate one; provided, however, that if one Party fails to participate in the mediation as agreed herein, the other Party can commence arbitration prior to the expiration of the time period set forth above. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be Phoenix, Arizona.

- G. *Notices.* All notices required hereunder shall be deemed to be given when sent by registered or certified mail, postage prepaid, return receipt requested, or by recognized overnight delivery as follows:

If to PCH: Robert L. Meyer
 President and Chief Executive Officer
 Phoenix Children’s Hospital
 Administration
 1919 E. Thomas Road
 Phoenix, Arizona 85016

With a copy to: Carmen L. Neuberger
 Senior Vice President & General Counsel
 Phoenix Children’s Hospital
 Administration
 1919 E. Thomas Road
 Phoenix, Arizona 85016

If to INSTITUTION: Insert Name
 Insert Title
 San Luis Fire Department
 1165 N. McCain Avenue
 San Luis, Arizona 85349

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized and empowered.

PHOENIX CHILDREN’S HOSPITAL, INC. (“PCH”)

_____ DATE: _____
Robert L. Meyer
President & Chief Executive Officer

SAN LUIS FIRE DEPARTMENT (“INSTITUTION”)

_____ DATE: _____
Insert Name of Authorized Representative for Institution
Insert Title of Authorized Representative

ATTACHMENT A
Disciplines, Programs and/or Practice Areas Covered By Affiliation Agreement
(to be provided by Institution)

Emergency Medical Technician

ATTACHMENT B
[See Next Page]



Health and Safety Requirements for Learning Experience – School and Instructor Information

*Complete this form and email or fax to student coordinator **10 days prior** to clinical. Attach clinical rotation schedule if applicable.*

School: _____

Type of Experience: Paramedics Respiratory
 Nursing Radiology
 Other

Instructor Name _____

Discipline (e.g., EMT) _____

Student level (e.g., B2, J2) _____

Dates of Experience: _____

Shift: _____

*Documentation of immunity (Rubella, Rubeola, Mumps, Varicella) must be shown by either having positive titers or proof of vaccination with two MMR, two Varicella, or physician documentation of disease. If titers are negative and documentation is not submitted, the student must be vaccinated with two doses of MMR or Varicella, 28 days apart. This information must be available to PCH.

	Name: Instructor/ Student/Intern	Drug Screen	Hep B Vaccine	TB Skin Test	TB Questionnaire (If applicable)	MMR Vaccination Series	Rubella Titer*	Rubeola Titer*	Varicella Titer*	Mumps Titer*	Confidentiality Signed	HIPAA Signed	Safety Test	Background Check Completed
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11														
12														

I verify that the above has been completed

ATTACHMENT C

Confidentiality, Computer Usage, and Accountability Agreement for Employees, Volunteers, or Students

As an employee/volunteer/student with computer access at Phoenix Children's Hospital, you may have the ability to use what this Agreement refers to as Confidential Information. The purpose of this Agreement is to help you understand your duty regarding Confidential Information. Confidential Information includes patient/member information, employee/volunteer/student information, financial information, other information relating to Phoenix Children's Hospital and information proprietary to other companies or persons. You may learn of or have access to some or all of this Confidential Information through a computer system or through your employment activities. Confidential Information is valuable and sensitive and is protected by law and by strict Phoenix Children's Hospital policies. The intent of these laws and policies is to assure that Confidential Information will remain confidential, that is, it will be used only as necessary to accomplish the organization's mission and not shared inappropriately with others.

As an employee/volunteer/student, you are required to conduct yourself in strict conformance to applicable laws and Phoenix Children's Hospital policies governing Confidential Information. Your principal obligations in this area are explained below. You are required to read and to abide by these duties. The violations of any of these duties will subject you to discipline, which might include, but is not limited to, termination of employment and legal liability.

As an employee/volunteer/student, you understand that you will have access to Confidential Information that may include, but is not limited to, information relating to:

- Patients/members (such as records, conversations, admittance information, patient/member financial information, etc.)
- Employees/volunteers/students (such as salaries, employment records, disciplinary actions, etc.)
- Phoenix Children's Hospital information (such as financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.) and
- Third party information (such as computer programs, client and vendor proprietary information source code, proprietary technology, etc.)

The Confidential Information covered by this Agreement may include Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). To the extent that you are permitted access to Protected Health Information for purposes of aiding you in treating your

patients, you agree to abide the by confidentiality requirement of HIPAA, including the limitations on the used and further distribution or dissemination of such Protected Health Information and the requirement that you notify PCH of any unauthorized used of this information of which you may become aware.

Accordingly, as a condition of and in consideration of your access to Confidential Information, you promise that:

1. You will use Confidential Information only as needed to perform your legitimate duties as an employee/volunteer/student affiliated with Phoenix Children's Hospital. This means, among other things, that:
 - A. You will only access Confidential Information for which you have a need to know; and
 - B. You will not in any way divulge, copy, release, sell, loan, review, alter or destroy any Confidential Information except as property authorized within the scope or your professional activities affiliated with Phoenix Children's Hospital; and
 - C. You will not misuse Confidential Information or carelessly care for Confidential Information.
2. You will safeguard and will not disclose your access code, user identification, password, or any other authorization you have that allows you to access Confidential Information to anyone including co-workers, family, office workers, and/or assistants, or allow anyone to access or alter information under your identity. You accept full responsibility for all activities undertaken using your access code, user identification, password, and any other authorization.
3. You will report activities by any individual or entity that you suspect may compromise the confidentiality of Confidential Information, Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
4. You understand that your obligations under this Agreement will continue after termination of your employment. You understand that your privileges hereunder are subject to periodic review, revisions and if appropriate, renewal.
5. You understand that you have no right or ownership interest in any Confidential Information referred to in this Agreement. Phoenix Children's Hospital may at any time revoke your access code, user identification, password, or access to Confidential Information. At all times during your employment, you will safeguard and retain the confidentiality of all Confidential Information.
6. You will be responsible for your misuse or wrongful disclosure of Confidential Information and for your failure to safeguard your access code or other authorization access to Confidential Information. You understand that your failure to comply with this Agreement may also result in your loss of employment at Phoenix Children's Hospital.

By signing this, you agree that you have read, understand, and will comply with this Agreement.

Signature _____ Date _____

Printed Name _____ Date _____

ATTACHMENT D
Certificates of Insurance
(to be provided by Institution)



AGENDA ITEM REVIEW FORM

Work Session

2.D.

Meeting Date: 08/07/2019

Department Head: Angel Ramirez, Fire Chief, Fire Department

Submitted By: Angel Ramirez, Fire Chief, Fire Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding a Field Training Agreement with Wizard Education for field internship training of our paramedic students. **(Angel Ramirez, Fire Chief)**

SUMMARY:

The City of San Luis Fire Department (SLFD) is requesting authority to affiliate with Wizard Education to provide Field Intern training for paramedic students.

The presented agreement outlines the field intern training requested by Wizard Education students enrolled in the Paramedic Education program. This curriculum requires an amount of field intern training or "ride-along" experience, appropriate to their level of training and criteria of the training program.

The City of San Luis agrees to provide qualified preceptors (who are skilled paramedics to supervise the students) and the on-vehicle experience, at no charge to Wizard Education, to provide performance-based feedback to their program director, coordinator or instructor. SLFD will also provide the training program coordinator with any criteria, conditions or stipulations which will limit or direct the student's "ride-along" experience.

Wizard Education will provide liability insurance coverage in the name of the City of San Luis and the City of San Luis Fire Department will assume all responsibility for uniforms, scheduling, and compliance with HIPAA laws and requirements. The San Luis Fire Department will benefit from the teaching and supervisory experience.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	0
BUDGETED AMOUNT:	0
AVAILABLE AMOUNT TO TRANSFER:	0

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

N/A

Attachments

Field Agreement

AFFILIATION AGREEMENT
FOR
FIELD INTERNSHIP TRAINING EXPERIENCE

THIS AGREEMENT made and entered into by and between WIZARD MEDICAL EDUCATION and SAN LUIS FIRE DEPARTMENT (hereafter referred to as FIRE DEPARTMENT)

RECITAL:

WHEREAS, WIZARD MEDICAL EDUCATION wishes to participate with FIRE DEPARTMENT in providing coordinated field internship assignments for education in Paramedic Training Program and FIRE DEPARTMENT wishes to permit such participation.

NOW, THEREFORE, unless an exception is specified by an attached special provisions page to this agreement, it is agreed that:

1. Each party will retain complete control over such program of its own that are outside of this Agreement.
2. WIZARD MEDICAL EDUCATION agrees, in collaboration with FIRE DEPARTMENT and specific departmental representatives, to determine the participation and attendance of its students in the specified training programs, under the direction of the appropriate FIRE DEPARTMENT representative.
3. WIZARD MEDICAL EDUCATION agrees to designate for participation in this Program only those students who have successfully completed the academic training necessary for their participation in the designated Paramedic Training Program and are in good standing with FIRE DEPARTMENT.
4. WIZARD MEDICAL EDUCATION agrees to make all arrangements for consultation and assistance with/for its students regarding tuition, housing, transportation, etc.
5. FIRE DEPARTMENT agrees to provide field experiences designated pursuant to paragraph two. The educational experience provided by FIRE DEPARTMENT will provide the students with sound clinical experience and enforce professional policies.

6. WIZARD MEDICAL EDUCATION shall ensure that all students and clinical Instructors completing clinical activity at FIRE DEPARTMENT are in compliance with all employee health standards and requirements of FIRE DEPARTMENT and the specific department of student placement which will include any or all of the following: negative TB skin test or negative chest x-ray, within 12 months prior to the start of this clinical experience, Measles/Mumps/Rubella immunization, HCP CPR card, Hepatitis B immunization or signed waiver and appropriate level of education required for the student's participation concerning OSHA Blood Borne Pathogen Regulations and Universal Blood and Body Fluids Precautions.
7. Services rendered by students enrolled in the program covered by this Agreement who are not formally engaged as volunteers with FIRE DEPARTMENT, and who are not employed by FIRE DEPARTMENT, will be considered to be educational in nature, and, therefore without monetary compensation to the students. Services performed by the students enrolled in the programs covered by this Agreement will be providing services within the established and written requirements of the degree/certificate being pursued and as required of every candidate for that degree/certificate. The students and clinical instructors agree to comply with all applicable policies and regulations of FIRE DEPARTMENT. FIRE DEPARTMENT retains the ultimate control for all aspects for patient care.
8. The students and clinical instructors of WIZARD MEDICAL EDUCATION shall be furnished emergency medical care and treatment if needed, while on duty at FIRE DEPARTMENT, with the associated expense to be the responsibility of the individual student or clinical instructor.
9. During the term of the Agreement, WIZARD MEDICAL EDUCATION shall maintain coverage's for general liability in the minimum amount of One Million Dollars (\$1,000,000) per occurrence/aggregate and professional liability insurance coverage with minimum limits of \$1,000,000 per occurrence/\$3,000,000 annual aggregate for protection of students covered by this Agreement. Such coverage's shall remain in force except that 30 days written notice of cancellation, non-renewal or substantial change shall be given to FIRE DEPARTMENT. As a prerequisite to entry into the training program, WIZARD MEDICAL EDUCATION shall provide evidence of such insurance suitable to FIRE DEPARTMENT, prior to student beginning his/her training program at FIRE DEPARTMENT. Nothing occurring in this Agreement or in its performance shall be construed to result in any person being considered to be an officer, agent, employee or servant of the other party. The word "agents" in this section 10 shall not be deemed to mean a member of the medical staff(s) of FIRE DEPARTMENT unless that member of the medical staff(s) is an employee of FIRE DEPARTMENT. Nothing in

the execution of this Agreement is intended to establish a joint venture by the parties hereto.

10. FIRE DEPARTMENT may withdraw a student from the clinical experience whose characteristics prevent desirable relationships within FIRE DEPARTMENT or negatively impacts the welfare of patients or whose performance, after appropriate instruction and counseling, continues to fall below the level required to maintain practice standards.
11. This Agreement shall become effective when signed by all parties. This agreement shall be for a term of 24 months from the effective date as set forth on the signature page. Any renewal shall be set forth in a writing signed by the parties.
12. This agreement may be terminated by either party with or without cause, upon 30 days written notice to the other party.

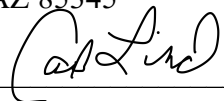
THIS AGREEMENT MAY be modified by mutual consent of WIZARD MEDICAL EDUCATION and FIRE DEPARTMENT. This Agreement supersedes and replaces all prior agreements between parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto agree to the terms of this Agreement this _____ day of _____.

FOR:

WIZARD MEDICAL EDUCATION
9516 W. Peoria Suite 7
Peoria AZ 85345

BY:



ITS:

EMS Program Director

DATE:

July 11, 2019

FOR:

SAN LUIS FIRE DEPARTMENT
1165 N. McCain Ave
San Luis, AZ 85349

BY:

ITS:

DATE:



AGENDA ITEM REVIEW FORM

Work Session

2.E.

Meeting Date: 08/07/2019

Department Head: Angel Ramirez, Fire Chief, Fire Department

Submitted By: Angel Ramirez, Fire Chief, Fire Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding Memorandum of Understanding with the United States Border Patrol to provide field training to their Emergency Medical Technicians(EMT's) and Paramedics. **(Angel Ramirez, Fire Chief)**

SUMMARY:

The City of San Luis Fire Department (SLFD) is requesting authority to affiliate with the United States Border Patrol (USBP) to provide field training to their EMT's and paramedic students.

Since SLFD has a long transport time to Yuma Regional Medical Center, USBP believes that we provide the best hands-on experiences to their agents when in response to a crisis. With the knowledge and expertise that our SLFD paramedics have, they will provide valuable teaching techniques that they will use and apply it to their daily routines.

There will be no cost to the City of San Luis Fire Department since all paramedics will be on duty at all times.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: 0

BUDGETED AMOUNT: 0

AVAILABLE AMOUNT TO TRANSFER: 0

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

N/A

Attachments

U.S. Border Patrol
Yuma Sector EMT Program
4035 South Ave A
Yuma, Arizona 85365

INTERGOVERNMENTAL AGREEMENT

AUTHORITY:

6 U.S.C. § 211(e)(3) authorizes the U.S. Border Patrol to enter into this agreement (“Agreement”). Arizona Revised Statutes A.R.S. § 11-951 and § 11-952 authorize the City of San Luis, Arizona to enter into this Agreement.

STATEMENT:

This Agreement is entered between the United States Border Patrol, Yuma Sector “EMT Training Program” hereinafter referred to as the “School” and the City of San Luis, Arizona through its San Luis Fire Department, hereinafter referred to as the “Health Agency.” The School and the Health Agency may be referred to hereinafter singularly as the “Party” and collectively as the “Parties.”

PURPOSE:

It is the intent of the School and the Health Agency to affiliate for the education of the School’s Emergency Medical Services Technicians, with the goal of providing these students with EMT/Basic Training hereinafter referred to as “EMS Training” or “EMS Programs.” It is therefore agreed as follows:

ARTICLE I: Responsibility of Assignment:

The School will assume full responsibility for the planning of the educational program in EMS Training, including programming, administration, and matriculation through the assignment of a Program Coordinator, Supervisory Border Patrol Agent Luis A. Saucedo (EMT-B).

ARTICLE II: Scope of Learning:

Students participating in EMS Programs are required to participate in clinical and on-vehicle training as part of their training program. These experiences should include only those skills which are authorized by the Arizona Department of Health Services as appropriate for the student’s level of training. The School will provide the Health Agency with a list of skills each level of training may perform.

Each U.S. Border Patrol EMT-Basic / EMT has standing orders for the following skills:

Application and use of AED (Automated External Defibrillator)
Patient assistance with MDI (Metered Dose Inhaler) and Epi-Pen (Requires on-line direction)

Aspirin administration (Requires on-line medical direction)
Activated Charcoal administration
Temperature assessment and monitoring
IV (intravenous) access and infusion of NS (normal saline) as per Hyperthermia protocol
Glucose administration as per hypoglycemia protocol
Pulse Oximetry assessment and monitoring
Airway maintenance control and ventilation
Spinal precautions
Oxygen administration
Glucometer usage
Patient assistance with Nitro (Requires on-line medical direction)
Dual lumen insertion to include:
 King Airway™
 i-gel™

ARTICLE III: Scheduling:

The Program Coordinator will notify the Health Agency, in advance of the experience, of the schedule of student assignments to clinical or on-vehicle training including dates, numbers of students participating, and the level of training of each student.

ARTICLE IV: Supervision of Students:

Students shall be supervised during clinical or on-vehicle training by any of the following personnel as directed by the Program Coordinator:

1. An Arizona licensed physician.
2. An Arizona licensed physician's assistant.
3. An Arizona registered nurse.
4. An Arizona certified paramedic with a minimum of two years' experience.
5. An Arizona certified Advanced EMT with a minimum of two years'

experience.

ARTICLE V: Student Records:

The Training Program Medical Director, Dr. Sidney Vail of Maricopa Integrated Health System, and the Program Coordinator will certify the successful completion of the course by each student with no responsibility for certification falling on the Health Agency. The School will maintain all records and reports of student experiences.

ARTICLE VI: Confidentiality of Client Records:

The School assumes responsibility for informing students about compliance with all rules and regulations of the Health Agency concerning the confidential nature of information on clients and their records including how students are to comply with HIPAA (Health Insurance Portability and Accountability Act) and its regulations.

ARTICLE VII: Student Liability and Responsibility for Workers' Compensation:

All students of the School are federally employed and on-duty during all training clinical and on-vehicle training. As on-duty employees of the Federal Government, all students are covered for general liability under the Federal Tort Claims Act, 28 U.S.C. § 1346(b) et seq. The School acknowledges that it is liable for the negligent, wrongful acts, or omissions of its employees and agents while acting within the scope of their employment to the extent permitted by the Federal Tort Claims Act, 28 U.S.C. § 1346(b) et. seq. The Health Agency acknowledges that it is liable for the negligent, wrongful acts, or omissions of its employees and agents while acting within the scope of their employment to the extent permitted by Arizona law.

The School shall comply with the under The Federal Employees' Compensation Act, 5 U.S.C. 8101 et seq. and its regulations. The Health Agency shall comply with the Arizona Workers' Compensation Laws. Both Parties shall comply with the notice provisions of A.R.S. § 23 -1022(E). For purposes of A.R.S. § 23-1022(D), an employee of either Party "who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies as provided in A.R.S. § 11-952 is deemed to be an employee of both public agencies for the purposes of this section. The primary employer shall be solely liable for the payment of workers' compensation benefits for the purposes of this section."

ARTICLE VIII Termination of Students:

The School will terminate any student from this experience for just cause. The Health Agency has the right to remove any student from its equipment, apparatus or facilities for just cause and to provide input towards termination when necessary.

ARTICLE IX Uniform Attire:

Students will be dressed in a professional manner and wear a visible name tag identifying their name and level of training.

ARTICLE X Health Agency Participation and Manner of Financing:

The Health Agency will make available at no charge to the School:

1. clinical or on-vehicle experience necessary for the practical instruction of the student,
2. an emergency paramedic to supervise students during clinical or on-vehicle training to include supervision of any experiences beyond the student's level of training, and
3. written policies pertinent to client services which would affect the conduct of

participating students.

A.R.S. §11-952(B) requires that this Agreement specify the manner of financing this joint or cooperative undertaking. Other than the minimal cost of providing written policies, there will be no discernable cost the Health Agency's participation because the tasks involved are tasks those supervising the students would be doing with or without students observing.

ARTICLE XI Cooperation:

The Program Coordinator for the School will cooperate with Health Agency representatives in the conduct of the Training Programs. Faculty and students of the School will adhere to the policies of the Health Agency as provided in ARTICLE X while functioning with the Health Agency.

ARTICLE XII Compliance with All Laws - Conflict of Interest:

The Parties shall comply with all applicable laws including but not limited to all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. This Intergovernmental Agreement shall be canceled by either Party in the conflict of interest situations as permitted by A.R.S. §38-511, the terms of which are incorporated herein by reference.

ARTICLE XIII Review and Duration:

This Agreement will continue in effect for a period of five years. If the Parties agree, this Agreement may be renewed at the end of the five-year term. Prior to any renewal, the Parties will review the Agreement for any changes that need to be made. Any review will be reduced to writing the same formalities as this Agreement. Either Party may, with at least 90 days prior to the end of the Federal fiscal year (September 30) in any of the five years of this Agreement, notify the other Party in writing of its intent not to renew.

A.R.S. § 11-952(B)(4) requires that this Agreement specify the permissible method for disposing of property on partial or complete termination of this Agreement. This Agreement does not involve any transfer of property.

[Intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the day and year written below.

City of San Luis
1090 E Union St.
P.O. Box 1170
San Luis, AZ 85349

US Border Patrol Yuma Sector
EMT Program
4035 South Ave A
Yuma, AZ 85365

By: _____
Gerardo Sanchez

By: _____
Luis A. Saucedo

Title: Mayor

Title: EMT Coordinator

Date: _____

Date: _____

Attested:

By: _____
Sonia Cornelio

Title: San Luis City Clerk

CITY ATTORNEY CERTIFICATION

Under A.R.S. §11-952, I have determined that the foregoing Intergovernmental Agreement between US Border Patrol Yuma Sector EMT Program and the City of San Luis, Arizona is in the proper form and is within the powers and authority granted to the City of San Luis under the laws of Arizona.

By: _____
Kay Marion Macuil

Title: San Luis City Attorney



AGENDA ITEM REVIEW FORM

Work Session

2.F.

Meeting Date: 08/07/2019

Department Head: Sonia Cornelio, City Clerk, City Clerk's Office

Submitted By: Melissa Lopez, Deputy City Clerk, City Clerk's Office

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding an informational update by the Building Safety Department. **(Vice-Mayor Maria Cecilia Cruz & Joaquin Campa, Building Official)**

SUMMARY:

Vice-Mayor Maria Cecilia Cruz requested that this item be placed on the agenda for discussion at the Work Session for August 7, 2019.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

There is no fiscal impact associated with this item.



AGENDA ITEM REVIEW FORM

Work Session

2.G.

Meeting Date: 08/07/2019

Department Head: Sonia Cornelio, City Clerk, City Clerk's Office

Submitted By: Melissa Lopez, Deputy City Clerk, City Clerk's Office

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding marketing campaign by Puerto Peñasco, "Peñasco Te Atrae" on its cruise and maritime services. **(Vice-Mayor Maria Cecilia Cruz & Jenny Torres, Economic Development Manager)**

SUMMARY:

Vice-Mayor Maria Cecilia Cruz requested that this item be placed on the agenda for discussion for the Work Session for August 7, 2019.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

There is no fiscal impact associated with this item.
