

RESOLUTION NO. 2007-745

Adopted by the Sacramento City Council

October 16, 2007

AGREEMENT REGARDING TRAINING FOR EMT-PARAMEDIC STUDENTS

BACKGROUND

- A. The Sacramento Fire Department (SFD) has an existing partnership with Old Marshall Adult Education Center, a school within Sacramento City Unified School District (SCUSD), to provide this service to the community. The goals of this program are built and sustain strong ties between SFD and the community, and to increase selection pool for hiring EMTs and Paramedics at SFD.
- B. This program serves as a gateway for students interested in a career with SFD by offering a field internship.
- C. This program had drawn the interest of women and minorities of which SFD has a hiring shortfall.
- D. For the above reasons, staff recommends that City Council authorize the City Manager or designee to execute the Agreement Regarding Training for EMT (Emergency Medical Technician) -Paramedic with Old Marshall Adult Education Center, a school within Sacramento City Unified School District (SCUSD). The initial term of this agreement is from January 1, 2008 to December 30, 2008. This agreement automatically renews for additional one year terms, until terminated by either party. This agreement provides that it may be terminated at any time without cause by either party by giving thirty (30) days written notice of termination to the other party.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or designee is authorized to execute the Agreement Regarding Training for EMT (Emergency Medical Technician) -Paramedic Students.
- Section 2. The \$600 tuition fee paid by the students will be collected to offset the costs associated with paying the SFD trainers (preceptors) from SFD for training the paramedic students.
- Section 3. The City Manager is authorized to adjust the Fire Department's revenue and expenditure budgets to reflect funds collected under this agreement.

Table of Contents:

Exhibit A AGREEMENT RE TRAINING FOR EMT-PARAMEDIC STUDENTS

Adopted by the City of Sacramento City Council on October 16, 2007 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, Pannell, Sheedy, Tretheway, Waters, and Mayor Fargo.

Noes: None.

Abstain: None.

Absent: Councilmember McCarty.



Mayor Heather Fargo

Attest:



Shirley Concolino, City Clerk

Exhibit A AGREEMENT RE TRAINING FOR EMT-PARAMDIC STUDENTS

AGREEMENT RE TRAINING FOR EMT-PARAMEDIC STUDENTS

This Agreement is made as of 08/16/06, by and between the City of Sacramento, through its Fire Department (hereinafter "City" or "Fire Department") and Sacramento Unified School District (hereinafter "Old Marshall Adult Education Center").

RECITALS

WHEREAS, City is a provider of emergency medical services within the City of Sacramento; and

WHEREAS, School provides instruction to students desiring to become certified as emergency medical technicians and paramedics; and

WHEREAS, School's students must serve a field internship in order to complete their course of instruction; and

WHEREAS, City is able to provide field internships for some of School's students; and

WHEREAS, California Health and Safety Code Section 1799.100 provides that:

In order to encourage local agencies and other organizations to train people in emergency medical services, no local agency, entity of state or local government, or other public or private organization which sponsors, authorizes, supports, finances, or supervises the training of people, or certifies those people, excluding physicians and surgeons, registered nurses, and licensed vocational nurses, as defined, in emergency medical services, shall be liable for any civil damages alleged to result from those training programs.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. City shall provide supervised field experience in its field settings for School's students for instructional purposes. Students under this program are in attendance with City for educational purposes, and are not employees of either School or City for any purpose. Students are not entitled to compensation for services, employee welfare and pension benefits, or workers' compensation benefits from City. The days and hours of field experience shall be mutually agreed upon by School and City. In each field setting, a City employee shall be designated to be responsible for evaluating the student's performance and maintaining all programs reports pertaining to the student's activities during the field

experience. City shall cooperate with School personnel to prepare a report on each student's ability and performance.

2. School or student's employer shall pay City an internship fee in the amount of \$ 600.00 per student, no less than one week in advance of placing student with City, School shall provide and be responsible for all education materials. Sacramento City Fire shall retain the right to waive the internship fee for city employees.

3. School certifies that students place with City will have successfully completed manikin and written testing in endotracheal intubation, as specified for operating room experiences; theory and practice in basic emergency techniques as they apply to this level of instruction, as well as instruction in hazardous materials, infectious disease control (blood borne pathogens), as specified by OSHA for pre-hospital care providers, which include asepsis and aseptic techniques. School shall provide a written policy and procedure for students in the event of field training injury or communicable disease exposure.

4. School certifies that it will have on record for all students placed with City proof of prior immunization for measles, mumps, rubella, polio, Hepatitis B, diphtheria and tuberculosis testing.

5. Students shall be subject to all rules and regulations applicable to City's emergency medical services staff. Additional rules and regulations may be imposed upon students at City's discretion.

6. City may, in its sole discretion, terminate the training of any student at any time without cause.

7. School shall maintain insurance policies for Comprehensive General Liability and for Professional Liability and Malpractice, in the amount no less than one million dollars each. School shall provide a certificate of insurance, naming City, it's officers, employees, agents, and volunteers as Additional Insured, and requiring notification to City at least thirty days in advance of any material modification or cancellation of coverage.

8. Hold Harmless and Indemnification: Please see pre existing agreement between the City of Sacramento and Schools Insurance Authority. Attachment C9, Transportation to and from Fire Department work sites shall be the responsibility of the student.

10. It is agreed and understood that the parties to this agreement are independent contractors.

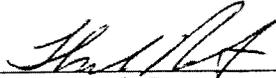
11. The term of this agreement shall be from January 1, 2008 thru December 30, 2008. This agreement shall automatically renew for additional one-year terms, until terminated by either party. This agreement may be terminated at any time without cause by either party by giving thirty days written notice of termination to the other party.

12. This agreement represents the entire agreement between the parties. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this agreement not expressly set forth in this agreement, are of no force and effect. This agreement may be modified only by a written amendment signed by both parties.

CITY OF SACRAMENTO

Sacramento City Unified School District

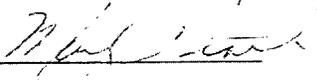
By _____
RAY KERRIDGE
City Manager

By 
Thomas S. Barentson
Deputy Superintendent/CFO 8/8/07

ATTEST:

By 
Mary Hardin Young
Associate Superintendent/LSU-C

CITY CLERK

By 
Mary Prather
Principal Old Marshall Adult
Education Center

APPROVED AS TO FORM:


Deputy City Attorney