

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF TRUCKEE MEADOWS COMMUNITY COLLEGE AND CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA ON BEHALF OF THE CARSON CITY FIRE DEPARTMENT FOR PLACEMENT OF TMCC STUDENTS IN THE EMS TRAINING EXPERIENCE AT CARSON CITY FIRE DEPARTMENT AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may enter into interlocal contracts with any one or more other public agencies for the performance of any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Carson City is a political subdivision of the State of Nevada; and

WHEREAS, the Board of Regents of the Nevada System of Higher Education is an agency of the State of Nevada; and

WHEREAS, NRS 277.180 provides that every such contract must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force; and

WHEREAS, NRS 277.180 also provides that every such contract must set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the parties to the Interlocal Agreement For Placement of TMCC Students in the EMS Training Experience at Carson City Fire Department, desire to adopt and approve such contract as required by NRS 277.180. A copy of the contract is attached to this Resolution as Exhibit "A;" and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Agreement For Placement of TMCC Students in the EMS Training Experience at Carson City Fire Department, is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Agreement For Placement of TMCC Students in the EMS Training Experience at Carson City Fire Department, shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to the Truckee Meadows Community College.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and
adopted this ___ day of September, 2009 by the following vote.

VOTE: AYES:

NAYS:

ABSENT:

ABTAIN:

Robert L. Crowell, Mayor
Carson City, Nevada

ATTEST

Alan Glover, Clerk
Carson City, Nevada

**INTERLOCAL AGREEMENT BETWEEN THE BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF TRUCKEE
MEADOWS COMMUNITY COLLEGE AND CARSON CITY, A CONSOLIDATED
MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA ON
BEHALF OF THE CARSON CITY FIRE DEPARTMENT FOR PLACEMENT OF
TMCC STUDENTS IN THE EMS TRAINING EXPERIENCE AT
CARSON CITY FIRE DEPARTMENT**

This Agreement is made between the Board of Regents of the Nevada System of Higher Education on behalf of Truckee Meadows Community College, 7000 Dandini Blvd., Reno, NV 89512, hereinafter referred to as "TMCC" and Carson City, a consolidated municipality and political subdivision of the State of Nevada, on behalf of the Carson City Fire Department , 777 S. Stewart Street, Carson City, NV 89701, hereinafter referred to as "CCFD."

RECITALS

Whereas, Carson City is a political subdivision of the State of Nevada and operates a consolidate Fire Department; and

Whereas, the Board of Regents of the Nevada System of Higher Education is an agency of the State of Nevada and operates a community college known as Truckee Meadows Community College; and

Whereas, CCFD has the capability to provide a site for EMT - basic, intermediate, paramedic teaching and practical experience; and,

Whereas, CCFD has made it possible to assist in the educational experience of EMT - basic, intermediate, paramedic students by providing an EMS Training Experience Program ; and,

Whereas, TMCC is currently conducting an EMT - basic, intermediate, paramedic program for which it desires to obtain the assistance of CCFD to further the training and experience TMCC's students can receive toward their educational objectives.

Now therefore, in consideration of the mutual promises and conditions contained in this Agreement, TMCC and CCFD agree as follows:

TERMS

1.0 Purpose, Term, and General Policy of the Affiliation.

1.1 TMCC and CCFD agree to cooperate for their mutual benefit in order to provide a high standard of EMT - basic, intermediate, and paramedic services to the public and to provide research and training programs for medical students, as well as greater service than would be possible without cooperating, through this EMS Training Experience Program.

1.2 This Agreement is for a term of 3 years beginning on August 1, 2009 and may be renewed by mutual written consent of the parties for one year not to exceed four years.

1.3 CCFD seeks to achieve the following goals with this Agreement:

1.3.1 To improve the EMT - basic, intermediate, paramedic program while providing an environment conducive to education;

1.3.2 To improve its recruitment ability;

1.3.3 To establish an EMT Training Experience program consistent with the values and needs of CCFD.

1.4 TMCC seeks to achieve the following goals with this Agreement:

1.4.1 To provide its students with the necessary EMT Training Experience to prepare them for EMT - basic, intermediate, paramedic careers;

1.4.2 To provide its students and faculty with the opportunity to stay current in the EMS fields; and

1.4.3 To enhance and maintain strong ties to CCFD.

1.5 Neither party intends for this Agreement to alter in any way their respective legal rights or their legal obligations to one another, the students and faculty assigned to CCFD, or to any third party.

1.6 CCFD retains final responsibility for all aspects of patient care and assumes the responsibility to perform procedures that a student has not performed if the faculty cannot assume the responsibility.

1.7 Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations, as well as the respective rules and regulations.

2.0 Annual Operating Plan.

2.1 The parties agree that each year they shall set forth a written operating plan which shall include:

2.1.1 The names and a table of organization showing all TMCC and CCFD employees who are participating in this EMS Training Experience program;

2.1.2 The duties of all persons providing services for the EMT Training Experience Program listed in section 2.1.1;

2.1.3 A description of all resources of TMCC to be utilized by CCFD;

2.1.4 Billing procedures for the departments and divisions covered by this Agreement;

2.1.5 A list of the reports and records which the parties determine must be prepared for the EMT Training Experience program;

2.1.6 Description of the quality assurance program to be followed by TMCC and CCFD;

2.1.7 The EMS Training Experience education programs to be provided and the starting and ending dates;

2.1.8 The number, names, EMS Training Experience assignment opportunities, and EMS Training Experience assignment schedule for the students;

2.1.9 The name of the individual for each party who shall have authority to act for and on behalf of each party in all matters relevant to this Interlocal Agreement.

3.0 Curriculum.

3.1 It shall be TMCC's responsibility to:

3.1.1 Establish and maintain for this EMS Training Experience, curriculum standards and educational policies that meet TMCC standards and applicable EMT - basic, intermediate, paramedic licensing and accreditation requirements;

3.1.2 Administer, organize, and operate the overall EMS Training Experience placement educational program;

3.1.3 Provide course outlines to CCFD that include objectives, goals, and classes for each course providing EMS Training Experience;

3.1.4 Provide CCFD with a copy of the Student Handbook or Course Syllabus, if any that sets forth the rules governing student behavior.

3.2 It shall be CCFD's responsibility to:

3.2.1 Allow faculty and students to select and arrange CCFD learning experiences that meet EMS Training Experience objectives;

3.2.2 Orient CCFD staff to the curriculum and encourage an atmosphere conducive to learning;

3.2.3 Provide TMCC faculty with written policies, procedures, standards of care and protocols of CCFD, which TMCC acknowledges shall govern TMCC students and faculty involved in the clinical program;

4.0 Program Coordination.

4.1 TMCC and CCFD agree to work together to establish and maintain a quality EMS Training Experience program. CCFD agrees to take an active role in suggesting or establishing education policy, curriculum, and course content.

4.2 TMCC shall provide a faculty member, who will serve as liaison with CCFD personnel.

4.3 TMCC and CCFD agree to provide representatives to form a Liaison Committee to discuss, evaluate, and make recommendations to revise the EMS Training Experience program experience at CCFD.

4.3.1 TMCC representatives on the Liaison Committee shall be: The EMS Coordinator and Paramedic Program Coordinator.

4.3.2 CCFD's representative on the Liaison Committee shall be: EMS Director.

4.4 TMCC and CCFD agree to cooperate in planning hours of practice and selecting areas of EMS Training Experience services so that all programs can benefit.

4.5 Neither party, nor any joint committee, shall have the power to obligate TMCC or CCFD resources, or commit either to any particular action.

5.0 Clinical Faculty and Staff.

5.1 It shall be the responsibility of CCFD to:

5.1.1 Provide students with written policies, procedures, standards of care and protocols of CCFD;

5.1.2 Employ medical, administrative, and direct EMT staff who are currently licensed to practice EMT in the State and who are qualified either through experience and/or academically to uphold and demonstrate standards of EMT - basic, intermediate, and paramedics as established by CCFD;

5.1.3 Provide EMT staff to assist students with EMS Training Experience assignments.

6.0 Student Records and Student Participation in the Carson City Fire Department EMT Training Experience Program.

6.1 TMCC shall provide and maintain the following records and reports required by CCFD for conducting the EMS Training Experience program: Access to EMT - basic, intermediate, and paramedic student records.

6.2 CCFD agrees to complete the following evaluations and student records developed by TMCC concerning student participation and performance in the EMS Training Experience program: Per the evaluation requirements as stated in the EMT Student Handbook or Course Syllabus.

6.3 The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than TMCC. TMCC agrees to provide guidance to CCFD with respect to complying with FERPA.

6.4 It shall be TMCC's responsibility to:

6.4.1 Send to CCFD for EMS Training Experience only those students who have met all TMCC requirements and qualifications and who agree to follow CCFD rules and regulations;

6.4.2 Submit to CCFD, two (2) weeks before the EMS Training Experience program is to begin, the names of the students, the dates and the assigned areas, and update that into the final registration list one (1) week after TMCC's add/drop registration period ends;

6.4.3 Ensure that students attend a CCFD orientation session during the first month of EMS Training Experience at CCFD;

6.4.4 Notify students of their assignments with CCFD;

6.4.5 Provide CCFD, TMCC faculty, and the students with a copy of the written TMCC rules and responsibilities that apply to the student in the EMS Training Experience program;

6.4.6 Define the mechanisms for students reporting on- and off-duty;

6.4.7 Define and help enforce student dress codes that meet the approval of CCFD;

6.4.8 Provide CCFD with documentation that the students have successfully completed the following prerequisites, tests, and training deemed necessary for placement in the EMS Training Experience program:

6.4.8.1 Nevada EMT Basic or Intermediate, immunizations as required by TMCC EMT Basic/Intermediate program;

6.4.8.2 All elements to meet or exceed State of Nevada EMT - basic, intermediate, and paramedic requirements

6.4.9 Upon request and in compliance with FERPA, provide responsible CCFD officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants.

6.5 It shall be CCFD's responsibility to:

6.5.1 Advise TMCC of the number of students who can be accommodated at CCFD;

6.5.2 Provide orientations to acquaint students with CCFD facilities, policies, procedures, CCFD faculty and staff, and the needs of individuals and/or groups with whom the students will be working;

6.5.3 Provide written evaluations to students two (2) weeks into the EMS Training Experience and two (2) weeks after the conclusion of the EMS Training Experience;

6.5.4 Provide emergency treatment in the event of accident or illness to students while in the CCFD EMS Training Experience program, such care to be provided at the students' expense;

6.5.5 Maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operations of the facility and its care, direct and indirect of the citizens.

6.6 TMCC and CCFD agree:

6.6.1 That any student who becomes injured or ill shall receive medical diagnosis and attention;

6.6.2 That any student who does not meet the health criteria established by CCFD cannot be assigned to the EMS Training Experience Program. CCFD has the right, at any time, to request health status reports on students;

6.7 Student participation in EMS Training Experience program shall be for 1 to 2 academic terms.

6.8 The students shall not be compensated for their participation in the EMS Training Experience program.

7.0 EMS Training Experience Facilities.

7.1 CCFD agrees to provide:

7.1.1 Adequate facilities for the EMS Training Experience program;

7.1.2 Space for reference materials for students;

7.1.3 With its best efforts, dressing rooms, and locker space for students and TMCC faculty involved in the EMS Training Experience program.

8.0 Relationship Between the Parties.

8.1 TMCC and its employees and students shall not be employees or volunteers of CCFD, and shall not hold themselves out as employees or volunteers of CCFD. Nothing in this Agreement is intended or shall it be construed to create a joint venture relationship, a lease, or a landlord/tenant relationship.

8.2 Employees of CCFD shall not be considered and shall not hold themselves out to be employees of TMCC.

8.3 Each party shall be solely liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits on behalf of its employees. TMCC shall be solely liable for all required withholding, social security and other taxes or benefits on behalf of its students.

8.4 Neither party shall engage in direct purchasing or otherwise contract any liability on behalf of, or charge the credit of, the other.

8.5 Should the Internal Revenue Service or any other governmental agency question or challenge the independent contractor status of TMCC, CCFD, or its employees, both CCFD and TMCC, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations irrespective of whom or by whom such discussions or negotiations are initiated.

8.6 CCFD shall retain and exercise the final authority in the appointments, reappointments, revocations, amendments to, and suspensions of practicing privileges and of membership on CCFD staff.

8.7 TMCC shall retain and exercise the final authority in the appointments, reappointments, revocations, amendments to, and suspensions of its faculty/employees, in accordance with TMCC policies and procedures.

8.8 The parties acknowledge that each participates in various third-party payment programs and agree to fully cooperate with the other by providing assistance to meet all requirements for participation and payment.

9.0 Insurance.

9.1 Carson City shall, at its sole expense, procure, maintain, and keep in force for the duration of this Agreement the following insurance described in Section 9.2 and all of its subsections conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by TMCC, the required insurance shall be in effect prior to the commencement of work by CCFD and shall continue in force as appropriate until the latter of:

9.1.1 Final acceptance by TMCC of the completion of this Agreement; or

9.1.2 Such time as the insurance is no longer required by TMCC under the terms of this Agreement.

9.2 Carson City and TMCC each will rely on its own coverage (whether insurance or self-insurance) and not seek contribution from the other, whether primary or excess. Each shall provide the other with evidence of its coverage in place as of the effective date of this agreement and upon renewal of such coverage during the term of this agreement. If such coverage is canceled or replaced during the term of this agreement, each party agrees to provide evidence of replacement coverage within thirty (30 days) thereafter.

9.2.1 Workers' Compensation and Employers Liability Insurance

Carson City Fire Department shall provide proof of workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.

9.2.2 Carson City shall maintain, at its own cost and expense, professional liability insurance covering Carson City as an entity and each of its employees against professional liability (malpractice) claims, in the minimum amount of one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) aggregate. Evidence of such insurance shall be provided to TMCC upon request. This provision shall in no way be considered a waiver of Carson City's right to raise the defense of sovereign immunity under NRS 41.0305 to NRS 41.039, which right Carson City specifically reserves. Torts claims against Carson City and its employees are limited to \$75,000.00 per cause of action by NRS 41.035.

9.2.3 Carson City shall maintain coverage (insurance or self-insurance) for its liability under NRS Chapter 41. Coverage shall include liability arising out of bodily injury, wrongful death, and property damage.

9.2.4 General Requirements

a. Deductibles and Self-insured Retentions: TMCC hereby acknowledges that Carson City maintains a \$100,000 deductible and is responsible for payment of any such deductible costs.

9.3 TMCC shall maintain, at its own cost and expense, professional liability insurance covering TMCC as an entity and each of its provided physicians/employees and students against professional liability (malpractice) claims, in the minimum amount of one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) aggregate. Evidence of such insurance shall be provided to Carson City upon request. This provision shall in no way be considered a waiver of TMCC's right to raise the defense of sovereign immunity under NRS 41.0305 to NRS 41.039, which right TMCC specifically reserves. Torts claims against physicians/employees are limited to \$75,000.00 per cause of action by the provisions of said professional liability insurance and by NRS 41.035.

9.4 TMCC shall maintain self-insurance to cover Workers Compensation as required by NRS 616B.627 or provide proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters, is not required.

9.5 TMCC shall maintain self-insurance to cover the TMCC's liability under NRS Chapter 41. Coverage shall include liability arising out of bodily injury, wrongful death, and property damage.

10.0 Access.

Each party agrees to provide the other and its insurer reasonable access and authority to investigate on site and to obtain such information from each party as may be required to defend the other and its officers or employees from claims or litigation arising from activities under this Agreement.

11.0 Indemnification.

11.1 To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Carson City shall indemnify, defend, and hold harmless TMCC, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorneys fees, arising either directly or indirectly from any act or failure to act by Carson City, its officers or employees, which may occur during or which may arise out of the performance of this Agreement. In accordance with NRS Chapter 41, Carson City will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Claims against Carson City, its officers, and employees are limited to \$75,000.00 per cause of action.

11.2 To the extent limited in accordance with NRS 41.0305 to NRS 41.039, The Board of Regents of the Nevada System of Higher Education on behalf of TMCC shall indemnify, defend, and hold harmless Carson City, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorneys fees, arising either directly or indirectly from any act or failure to act by TMCC, its officers, employees, or students which may occur during or which may arise out of the performance of this Agreement. In accordance with NRS Chapter 41, TMCC will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Claims against TMCC, its officers, and employees are limited to \$75,000.00 per cause of action.

11.3 In the event each of the parties is found to be at fault, then each shall bear its own costs and attorney's fees and its proportionate share of the judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

11.4 This Article shall continue beyond termination or expiration of this Agreement.

12.0 Termination of the Agreement.

12.1 This Agreement may be terminated without cause upon providing at least 30 days' written notice to the other party prior to the beginning of the next academic term. Such termination must not affect students participating in the EMS Training Experience Program for the academic term in which notice is given. However, this contract shall be terminated immediately if for any reason Carson City funding ability to satisfy this Contract is withdrawn, limited or impaired.

12.2 This Agreement may be terminated for cause by the non-offending party, as follows:

12.2.1 In the event TMCC or CCFD fails by omission or commission in any substantial manner to provide the services in accordance with this Agreement; or

12.2.2 In the event either party becomes insolvent or has a bankruptcy petition filed against it; or,

12.2.3 In the event either TMCC or CCFD or their staff fail to perform their duties hereunder causing imminent danger to patients or materially and adversely affecting the licensure or accreditation status of CCFD or TMCC.

12.2.4 Such termination shall be effective upon written notice to the other.

12.3 This Agreement may be terminated by either party if the other party has substantially defaulted in the performance of any other obligation under this Agreement, if the terminating party first gives thirty (30) days written notice of the default, and the defaulting party has an additional ninety (90) days to cure the default, provided the defaulting party is proceeding to cure with diligence and has given written assurances to the non-defaulting party of the intent to cure.

12.4 Upon termination of this Agreement, neither party shall have any further obligations hereunder except for obligations accruing prior to the date of termination and obligations that are expressly extended beyond the term of this Agreement including indemnification.

13.0 Non-Discrimination and Compliance with Laws.

The parties agree in this EMS Training Experience program to comply with all the federal, state, local, and institutional laws, ordinances and rules and specifically agree not to unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability, or national origin, and to comply with all anti-discriminatory laws.

14.0 Withholding.

There is to be no exchange of funds in the form of wages in the execution of this EMS Training Experience.

With respect to employee compensation for services provided in connection with this Agreement, each party shall indemnify the other for their own employees' withholding taxes, workers compensation, and other employment-related taxes.

15.0 Entire Agreement Modification.

This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

16.0 Severability.

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

17.0 Governing Law.

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this agreement. Any and all disputes arising out of or in connection with the agreement shall be litigated only in the First Judicial District

Court, State of Nevada, and the Board of Regents of the Nevada System of Higher Education on behalf of TMCC hereby expressly consents to the jurisdiction of said court.

18.0 Assignment.

Nothing in this Agreement shall be construed to permit the assignment by CCFD or TMCC of any rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of either TMCC or CCFD.

19.0 Notice.

Any notice to either party hereunder must be in writing signed by the party giving it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To TMCC: Truckee Meadows Community College
Finance and Administrative Services
7000 Dandini Blvd., Sierra 202
Reno, NV 89512

With Copy To: Truckee Meadows Community College
Health Sciences & Safety, EMT
7000 Dandini Blvd., RDMT 324
Reno, NV 89512

To Carson City Fire
Department: Carson City Fire Department
Fire Chief
777 S. Steward Street
Carson City, NV 89701

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

20.0 Paragraph Headings.

The paragraph headings in this Agreement are used only for ease of reference and do not limit, modify, construe, or interpret any provision of this Agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the authorized representative(s) of Carson City on behalf of the Carson City Fire Department and the Board of Regents of the Nevada System of Higher Education on behalf of TMCC execute this Agreement on this _____ day of _____.


Approved By:

Board of Regents of the Nevada System
of Higher Education, on behalf of
Truckee Meadows Community College

Carson City Fire
Department



Dr. Maria Sheehan
President



Name R. Stacey Gioni
Title: Fire Chief

Carson City

Attest:

Bob Crowell, Mayor

Alan Glover, Clerk/Recorder