

RESOLUTION NO. 2008-121

Adopted by the Sacramento City Council

March 4, 2008

MEMORANDUM OF UNDERSTANDING REGARDING SHARED TRAINING OF AN EMERGENCY MEDICAL TRAINING (EMT) - B COURSE

BACKGROUND

- A. The Sacramento Fire Department (SFD) has an existing partnership with Sacramento City Unified School District Regional Occupational Program (SCUSD ROP), to provide educational services to the community. The goals of this program are to build and sustain strong ties between SFD and the community, and to increase the selection pool for hiring EMTs 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.

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

- Section 1. The City Manager or authorized designee is authorized to approve the Memorandum of Understanding Regarding Shared Training of an EMT-B Course which expires 6/30/2010;
- Section 2. The City Manager or authorized designee is authorized to execute the agreement;
- Section 3. The City Manager or authorized designee is authorized to renew the agreement upon expiration.

Table of Contents:

- Exhibit A MOU Regarding Shared Training of an EMT-B Course

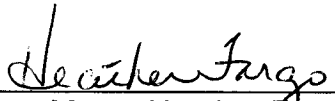
Adopted by the City of Sacramento City Council on March 4, 2008 by the following vote:

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

Noes: None.

Abstain: None.

Absent: None.



Mayor Heather Fargo

Attest:



Shirley Concolino, City Clerk



Career & Technical Preparation Department
5735 47th Avenue, Box 732
Sacramento, CA 95824
(916) 643-9200
FAX (916) 643-9210

M. Magdalena Carrillo Mejia, Ph.D., Superintendent
Joan Polster, Associate Superintendent
Mike Brunelle, Director II

SACRAMENTO UNIFIED SCHOOL DISTRICT REGIONAL OCCUPATIONAL PROGRAM
AND
CITY OF SACRAMENTO FIRE DEPARTMENT

MEMORANDUM OF UNDERSTANDING

SHARED TEACHING OF AN
EMERGENCY MEDICAL TECHNICIAN'S (EMT-B) COURSE

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered on this twentieth day of November, 2007, by the City of SACRAMENTO FIRE DEPARTMENT (SFD) and the SACRAMENTO UNIFIED SCHOOL DISTRICT REGIONAL OCCUPATIONAL PROGRAM (SCUSD ROP)

Recitals

- A. The parties wish to cooperate in providing an Emergency Medical Technician's Basic ("EMT-B course" or "course") to provide students with an opportunity to upgrade their medical skills and knowledge. This course will enhance the potential emergency care provided in the City of Sacramento
- B. The EMT-B course will benefit the students in that it will open employment opportunities for those who desire to enter the allied healthcare field.
- C. Each party's responsibilities for the EMT-B course are specified below.
- D. The EMT-B course is an eighteen (18) week course with ten (10) hours of classroom work per week. The course is Sacramento County certified. Each course has approximately 50 students. This course teaches the following skills, to include but not limited to, basic anatomy, physiology, splinting, basis of extraction, basic medical terminology, and other emergency care. Student must also complete an additional 8 hours of ride-along time per course to fulfill their requirements.
- I. **Responsibilities of the SFD:**
 - a. Will provide all medical supplies and equipment needed to instruct the course.
 - b. Will provide adjunct instructions to assist in teaching the hands-on portion of the course. These instructions will be provided in a ratio of 10-1. That ratio represents ten students to one instructor.

- c. Will provide eight hours of ride-along time per student. This ride-along time will be done on SFD apparatus. Students must also clear a SFD background check before being permitted to complete their ride-along time.

II. **Responsibilities of the SCUSD ROP:**

- a. Will hire and supervise an instructor.
- b. Will provide all classroom facilities.
- c. Will provide educational material to include, but not limited to books, workbooks, handouts, and similar materials.

III. **Terms:**

This MOU shall be effective as of the date first written above and shall remain in force until 6/30/2010.

IV. **Relationship Between the Parties:**

Nothing in the MOU is intended to create or be considered as creating any partnership, joint venture, or agency relationship between the SFD and SCUSD ROP.

The SCUSD ROP, its directors, officers, agents, and employees shall not be considered to be agents of the SFD in connection with the performance of SCUSD ROP obligations under this MOU, and shall not have authority, express or implied, to act on behalf of the SFD in any capacity, nor to bind the SFD to any obligation whatsoever.

V. **Governing Laws and Jurisdiction:**

This MOU shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this MOU shall be brought in Sacramento County, California.

VI. **Indemnification:**

- a. The SFD shall defend, indemnify and hold harmless SCUSD, it's Board of Directors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts or omissions of the SFD's officers, directors, agents, employees, volunteers, consultants, or contractors.
- b. The SCUSD shall defend, indemnify, and hold harmless the SFD its officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts or omissions of the SCUSD's Board of Directors, officers, directors, agents, employees, volunteers, consultants or contractors.
- c. It is the intention of the SCUSD and the SFD that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, consultants, and contractors. It is also the intention of the SCUSD and the SFD that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party

shall bear the proportionate cost of any damage attributable to the fault of the party, its officers, directors, agents, employees, volunteers, consultants and contractors.

VII. **Insurance:**

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage.

VIII. **Termination:**

Either party may terminate this MOU in the event of a material breach by the other party. The party alleging the breach shall give written notice thereof to the party in breach, and the MOU shall terminate unless the breach is cured within thirty (30) days.

IX. **Interpretation:**

This MOU shall be deemed to have been prepared equally by both parties, and the MOU and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

X. **Prior Agreements:**

This MOU constitutes the entire contract between the SCUSD and the SFD regarding the subject matter of this MOU. Any prior agreements, whether oral or written, between the SCUSD and the SFD regarding the subject matter of this MOU are hereby terminated effective immediately upon full execution of this MOU.

XI. **Duplicate Counterparts:**

This MOU may be executed in duplicate counterparts. The MOU shall be deemed executed when it has been signed by both parties.

Sacramento City Unified School District

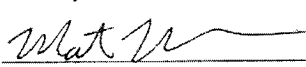
BY: 
Tom Barentson, Deputy Superintendent/CFO

Date: 1/29/08

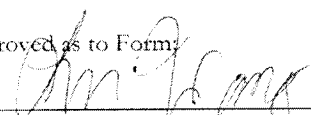
Reviewed as to Form:

By: _____

City of Sacramento

By: 

Marty Hanneman, Assistant City Manager
for Ray Kerridge, City Manager/February 8, 2008

Approved as to Form:
By: 
City of Sacramento Attorney