

October 16, 2024

Memorandum To: Honorable Mayor and City Council

Thru: Charles P. Potucek, City Manager
Victoria Yarbrough, Assistant City Manager

From: Brian Jones, Fire Chief

Subject: REQUEST FOR AGENDA ITEM PLACEMENT
RESOLUTION 2024-075, Intergovernmental Agreement with
Sierra Vista Fire and Medical Services and Cochise County
Community College District

Recommendation:

The City Manager recommends approval.

The City Fire Chief recommends approval.

Initiated By:

Brian Jones, Fire Chief

Background:

Sierra Vista Fire and Medical Services with Cochise College are partnering to provide the highest quality training, training facilities, and vehicular rotations for college firefighter and driver/operator students.

Budget Appropriation:

None

RESOLUTION 2024-075

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY OF ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WHEN IN THE BEST INTEREST OF THE CITY; ENTERING INTO THIS IGA WITH COCHISE COUNTY COMMUNITY COLLEGE DISTRICT TO PROVIDE QUALITY TRAINING FOR ALL EMERGENCY MEDICAL SERVICES AND FIRE SCIENCE STUDENTS; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, it is important for the Sierra Vista Fire and Medical Services and Cochise County Community College to establish a joint program to train all Emergency Medical Services and Fire Science students; and

WHEREAS, Cochise College and Sierra Vista Fire and Medical Services facilities are certified and will provide the highest quality training; and

WHEREAS, it is in the best interest of the citizens to have trained Emergency Medical Services and Fire Science students.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy of the City Council, recently affirmed, combining the Fire Science and Emergency Medical Services Intergovernmental Agreements with Cochise County Community College District, be, and hereby is, reaffirmed.

SECTION 2

That the City Manager, City Clerk, City Attorney or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 24TH DAY OF OCTOBER 2024.

Clea McCaa II
Mayor

APPROVED AS TO FORM:

ATTEST:

Nathan J. Williams
City Attorney

Jill Adams
City Clerk

Intergovernmental Agreement between Cochise County Community College District and Sierra Vista Fire and Medical Service

General Provision

This agreement, hereinafter Agreement, is made by Sierra Vista Fire and Medical Service, hereafter referred to as SVFMS, and Cochise County Community College District, 901 N Colombo, Sierra Vista, AZ 85635, hereafter referred to as the COLLEGE, each a “Party” to this Agreement and together, the “Parties.”

Recitals

The purpose of this agreement is to establish a joint program between SVFMS and COLLEGE to provide the highest quality training for Fire Science students. Cochise College and SVFMS have concluded that it would be their best interest to enter into this agreement, and hereby acknowledge that the mutual benefits received in carrying out this agreement constitute good and valid consideration.

Agreement

NOW THEREFORE, the parties hereby agree as follows:

1. SVFMS and the COLLEGE agree to affiliate for the purpose of SVFMS providing training facilities and vehicular rotations for COLLEGE firefighter and driver/operator students.
2. COLLEGE shall assume full responsibility for the planning of the education programs for its students, including entrance criteria, programming, curriculum, administration, promotion, and graduation.
3. COLLEGE agrees to keep the permanent records and reports of students enrolled in the programs and to provide all clerical work incidental to the programs.
4. The term of this agreement shall be in effect on September 10, 2024, and shall terminate on June 30, 2025.
5. COLLEGE will notify SVFMS in advance of its class schedule, including dates and number of students. This schedule must be approved by SVFMS.
6. COLLEGE shall advise its students of rules and regulations of SVFMS, especially those relating to privacy and confidentiality, in sufficient time to allow the COLLEGE to instruct its students on them. Both SVFMS and the COLLEGE shall take reasonable actions to ensure student compliance with such standards.

7. SVFMS will make available, at no charge, the classroom, training area, supervision, and practical instruction for vehicular experience/training in keeping with applicable professional policies and standards.
8. COLLEGE will reimburse SVFMS the costs of any incurred wages respective to specialized training or incurred overtime due to COLLEGE training needs. All activities that incur a fee must be approved in writing prior to trainings by the Executive Director of First Responders Academy and follow all COLLEGE procurement guidelines.
9. Each party agrees to be responsible for the conduct of its operations and performance of contract obligations, and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents, or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this agreement. Each party shall maintain, during the life of this Agreement, a policy of liability insurance naming the other party as an additional insured party in the amount of \$1,000,000.00 per occurrence with aggregate liability coverage of \$2,000,000.00. In the alternative, a party may self-insure in accordance with the above referenced liability amounts.
10. SVFMS will take any steps reasonably necessary to ensure the safety and wellbeing of individuals on SVFMS premises, and will promptly notify the COLLEGE instructor of any student who fails to comply with the rules and regulations of SVFMS, or whose conduct presents a risk or danger to the safety of individuals or property. The COLLEGE will remove any student from the training program at SVFMS upon a written request from SVFMS.
11. This program is educational in nature, and neither students nor the COLLEGE instructors participating in this program shall be considered an agent or employee of SVFMS on the basis of this agreement. Students shall be permitted to engage in live fire training, vehicular activities, as assigned by the COLLEGE instructor, subject to the consent of, and under the supervision of, SVFMS personnel.
12. COLLEGE will advise students with respect to confidentiality of SVFMS information and records relating to persons receiving services from SVFMS.
13. This agreement may be extended for additional periods, not to exceed three (3) years, upon written agreement by the parties.

In the event that either Party believes that the other materially has breached any obligations under this Agreement such Party shall so notify the breaching Party in writing. The breaching Party shall have ten (10) working days from the receipt of notice to cure the alleged breach and to notify the non-breaching Party in writing that cure has been affected. If the breach is not cured within the ten (10) working days, the non-breaching Party shall have the right to terminate the Agreement without further notice.

Either Party may terminate this agreement, without cause, upon sixty (60) days written notice to the other, provided that such termination must occur at the end of a semester, unless both Parties agree otherwise.

14. The Parties do not contemplate the purchase of any equipment under this agreement.
15. All other employees of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this particular agreement, shall be deemed to be an employee of the Party who is his or her primary employer, as provided in A.R.S. 23-1022(D), and the primary employer/Party of such an employee shall be solely liable for payment of worker' compensation benefits for the purposes of this agreement.
16. This agreement may be cancelled pursuant to ARS 38-511, the pertinent provisions of which are fully incorporated herein by reference.
17. The Parties of this agreement shall comply with all applicable laws and regulations, including those pertaining to equal employment opportunity and non-discrimination, and shall not engage in any form of illegal discrimination on the basis of race, sex, color, religion, national origin, ethnicity, age handicap or veteran status.
18. The Parties agree that should any part of this Agreement be held to be invalid or void, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
19. This Agreement shall be subject to and interpreted under the laws of the State of Arizona. Any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to arbitration, to be held in Cochise County, Arizona, in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 et. seq. The arbitrator shall be selected by mutual agreement of the Parties; if none, then by striking from a list provided by an organization such as the American Arbitration Association. In the event either Party institutes arbitration under this Agreement, the Party prevailing in any such arbitration shall be entitled, in addition to all other relief, to reasonable attorneys' fees relating to such arbitration.
20. All notices, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered personally to the respective Parties to the following address:

College: Dr. Wendy Davis, Vice President for Administration
901 N. Colombo Ave
Sierra Vista, AZ 85635

SVFMS: Brian Jones, Fire Chief
675 N. Giulio Cesar Ave.
Sierra Vista, AZ 85635

21. The terms of this agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.

22. Pursuant to ARS 11-952(D), an attorney for each Party must review this Agreement.

23. In accordance with ARS 35-214, the Parties agree to retain all books, accounts, reports, and other records, and make such records available for inspection for a period of five years after completion of this Agreement.

In witness whereof, the parties hereto have executed this agreement on this _____ day of _____, 2024.

Brian Jones
Sierra Vista Fire and Medical Service,
Fire Chief

Date

Nathan Williams
City Attorney, City of Sierra Vista
1011 N. Coronado Dr.
Sierra Vista, AZ 85635

Date

J.D. Rottweiler
Cochise County Community College District,
President

Date

Paul Correa
Chief Civil Deputy County Attorney,
Representing Cochise County Community College District

Date