

RESOLUTION 2021-006

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 & Medical Services and Cochise County Community College to establish a joint program to train all Emergency Medical Services and Fire Science students; and

WHEREAS, Sierra Vista Fire & Medical Services is 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:

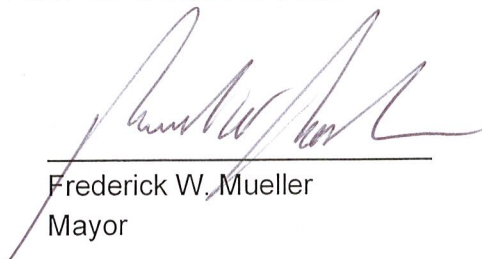
SECTION 1

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

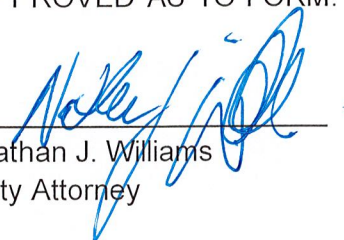
That the City Manager, City Clerk, City Attorney or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF SIERRA VISTA, ARIZONA, THIS 14TH DAY OF JANUARY 2021.



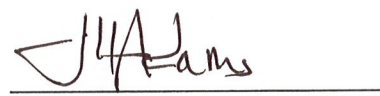
Frederick W. Mueller
Mayor

APPROVED AS TO FORM:



Nathan J. Williams
City Attorney

ATTEST:



Jill Adams
City Clerk

**Intergovernmental Agreement between Cochise
County Community College and the City of Sierra Vista**

General Provision

This agreement, hereinafter Agreement, is made by and between the City of Sierra Vista on behalf of Sierra Vista Fire and Medical Services, hereinafter referred to as "SVFMS", and Cochise County Community College, 901 North Colombo Avenue, Sierra Vista, Arizona 85635-2317, hereinafter referred to as "COLLEGE", each a "Party" to this Agreement and together, the "Parties."

Witnesseth

The purpose of this Agreement is to establish a joint program between the SVFMS and the COLLEGE to provide the highest quality training for all Emergency Medical Services and Fire Science students.

1. The SVFMS will provide classroom areas to include restrooms and a common break area for the Fire Science program. The COLLEGE will provide classroom areas to include restrooms and a common break area for the EMT and Paramedic programs. All classroom schedules will be approved by SVFMS and COLLEGE administration.
2. The COLLEGE will supply all SVFMS personnel with bi-annual simulation laboratory testing conducted and supervised by certified COLLEGE personnel.
3. SVFMS and COLLEGE agree to collaborate for the purpose of SVFMS providing vehicular rotations for COLLEGE firefighter, driver/operator, EMT, and Paramedic students.
4. COLLEGE shall assume full responsibility for the planning of the educational programs for its students, including entrance criteria, programming, curriculum, administration, promotion, and graduation.
5. COLLEGE has made an initial contribution to SVFMS in the amount of \$10,000 in June 2017, specifically to defray any immediate equipment maintenance cost associated with the acquisition and use of the SVFMS burn house facility to be used for COLLEGE courses and ongoing training of SVFMS personnel. Thereafter, the COLLEGE has made or will make three additional contributions to SVFMS of \$2,500 in each of the ensuing three fiscal years (FY2017-18, FY2018-19, and FY2019-20) for a total contribution of \$17,500 over these four fiscal years.

6. 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.
7. The initial term of this agreement shall be from January 1, 2021 to December 31, 2021 with five automatic one-year extensions unless terminated in writing by one of the Parties.
8. College and SVFMS have concluded that it would be in 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.
9. COLLEGE will notify SVFMS in advance of its planning schedule of student assignments for vehicular rotations, including dates and number of students. This schedule must be approved by SVFMS.
10. SVFMS has posted its departmental rules and regulations, and standard operating procedures, on the SVFMS web site which is now a component of the web site for the City of Sierra Vista located at:

<http://www.sierravistaaz.gov>.

The COLLEGE shall advise its students of these web-based documents, especially those relating to privacy and confidentiality, in sufficient time to allow the students to become familiar with them. Both the SVFMS and the COLLEGE shall take reasonable actions to ensure student compliance with such standards.

11. The COLLEGE will provide for faculty assignment for each student in the SVFMS vehicular rotation and will notify the SVFMS of these assignments. The assigned faculty member will not be at the SVFMS when the student is present, but shall be available by telephone to the SVFMS's staff and to the student.
12. The SVFMS will make available, at no charge, the clinical area, supervision, and practical instruction for vehicular experience/training in keeping with applicable professional policies and standards.
13. 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.

14. The SVFMS will take any steps reasonably necessary to ensure the safety and well-being 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 vehicular program at the SVFMS upon a request from the SVFMS.
15. 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 the SVFMS on the basis of this Agreement. Students shall be permitted to engage in vehicular activities, as assigned by the COLLEGE instructor, subject to the consent of, and under the supervision of, SVFMS personnel. The SVFMS shall retain responsibility for all medical care provided, as it pertains to EMT-B and Paramedic courses, to third parties; COLLEGE students participating in the clinical experience/training shall not have any independent health care responsibilities to third parties.
16. The SVFMS is not responsible for provision of any insurance for COLLEGE students. The COLLEGE shall require each student who is assigned to the SVFMS to have errors and omissions insurance covering the vehicular rotations at SVFMS. Such insurance shall be in effect prior to the student coming onto the SVFMS property for the purpose of participating in the vehicular rotations, and shall be in an amount of no less than one million dollars (\$1,000,000.00) per occurrence. Upon request, the COLLEGE agrees to furnish the SVFMS appropriate certificates of insurance.
17. The COLLEGE will advise students with respect to confidentiality of the SVFMS information and records relating to persons receiving services from the SVFMS.
18. In the event that either Party believes that the other has materially breached any of its obligations under this Agreement, such Party shall so notify the breaching Party in writing. The breaching Party shall then 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 effected. 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 Party, provided that such termination must occur at the end of a semester, unless both Parties agree otherwise.

19. Except as provide for herein, the Parties do not contemplate the purchase of any equipment under this Agreement.
20. This Agreement may be cancelled pursuant to ARS § 38-511, the pertinent provisions of which are fully incorporated herein by reference.
21. The Parties to 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.
22. 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.
23. Pursuant to A.R.S. § 35-397, the Parties both certify that they do not have a scrutinized business operation in either Sudan or Iran.
24. 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.
25. All notices or other correspondence between the Parties regarding this Agreement shall be mailed or delivered personally to the respective Parties at the following address:

College: J.D. Rottweiler, President
901 North Colombo Avenue
Sierra Vista, AZ 85635-2317

SVFMS: Brian Jones, Fire Chief
675 Giulio Cesare
Sierra Vista, AZ 85635

26. 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.

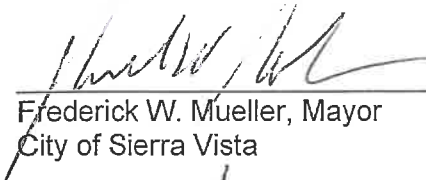
27. Pursuant to ARS § 11-952(D), an attorney for each Party must review this Agreement.

28. 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.

29. The College will provide instructional supplies as necessary for all FST courses.

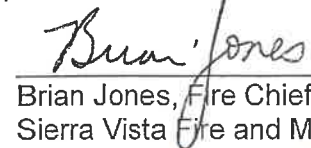
30. This IGA may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the IGA.

In witness whereof, the Parties hereto have executed this Agreement on this 14th day of January, 2021.



Frederick W. Mueller, Mayor
City of Sierra Vista

1-14-2021
Date



Brian Jones, Fire Chief
Sierra Vista Fire and Medical Services

1-13-2021
Date



Nathan J. Williams, Attorney
City of Sierra Vista

14/Jan 2021
Date



J.D. Rottweiler, President
Cochise Community College

2/9/21
Date

Attorney
Cochise Community College

Date

26. 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.


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

28. 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.

29. The College will provide instructional supplies as necessary for all FST courses.


30. This IGA may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the IGA.

In witness whereof, the Parties hereto have executed this Agreement on this 14th day of January, 2021.



Frederick W. Mueller, Mayor
City of Sierra Vista

1-14-2021
Date



Brian Jones, Fire Chief
Sierra Vista Fire and Medical Services

1-13-2021
Date



Nathan J. Williams, Attorney
City of Sierra Vista

14/Jan 2021
Date

J.D. Rottweiler, President
Cochise Community College

Date



Christine J. Roberts
Attorney
Cochise Community College

1/28/2021
Date