

RESOLUTION 2023-074

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, Sierra Vista Fire and 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:

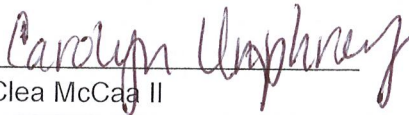
SECTION 1

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.

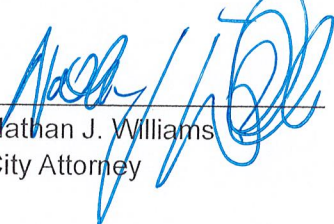
SECTION 2

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.

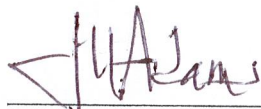
PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 28<sup>TH</sup> DAY OF SEPTEMBER 2023.

  
Clea McCaa II  
Mayor

APPROVED AS TO FORM:

  
Nathan J. Williams  
City Attorney

ATTEST:

  
Jill Adams  
City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN

SIERRA VISTA FIRE AND MEDICAL SERVICE

AND

COCHISE COUNTY COMMUNITY COLLEGE DISTRICT

This Agreement is made by and between the City of Sierra Vista Fire and Medical Service, hereinafter referred to as the CITY, and Cochise County Community College District, hereinafter referred to as the COLLEGE, each as Party and collectively, the Parties.

Recitals

Whereas, the CITY desires to have a locally available, cost effective academy for training new firefighter recruits so that they may become state certified firefighters; and

Whereas, the COLLEGE desires to offer educational opportunities for County Citizens and others to train them for gainful employment, and to that end desires to collaborate with the CITY to establish such an academy.

Agreement

The purpose of this Agreement is to establish the Fire Service Training Academy, hereinafter referred to as the "Academy," through partnerships among the CITY and the COLLEGE to provide a program for recruits referred to the program by the CITY as qualified individuals to obtain the necessary training to successfully complete the state fire service exams for Fire I and II, and HazMat training.

1. The CITY shall provide access to the classroom at Sierra Vista at Fire Station 3 and related equipment. The equipment shall include one set per recruit of approved turnout gear.
2. The CITY shall provide one qualified Firefighter to serve as the Academy Supervisor, ensuring delivery of the state approved curriculum.
3. The COLLEGE shall provide or arrange for instructors to teach the state approved curriculum for the program.

4. The CITY shall pay a rate of \$2099 per participant to the COLLEGE for tuition, testing and lab fees. This fee shall be paid within 30 days of the program start date.
5. Participants shall be enrolled in a minimum of one credit as a student at the college to provide accident coverage while participating in college provided instruction.
6. The Parties anticipate offering one Academy in FY 2023-24 with a start date of October 23, 2023. Additional Academies may be run upon request of the CITY and approval of the COLLEGE.
7. The term of this agreement shall be October 2, 2023 through June 30, 2024.
8. In the event that either of the Parties believes that the other has materially breached any obligations under this Agreement, such Party shall so notify the other 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 the cure has been affected. If the breach is not cured within the ten (10) working days, the other Party shall have the right to terminate this Agreement without further notice.
9. This Agreement may be cancelled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.
10. 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.
11. 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.
12. 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 conjunction 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.

13. All notices, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered personally to the respective Parties at the following addresses:

IF TO THE COLLEGE:      Dr. Wendy Davis  
Vice President for Administration  
901 N. Colombo Avenue  
Sierra Vista, AZ 85635  
[davisw@cochise.edu](mailto:davisw@cochise.edu)  
520-515-5408

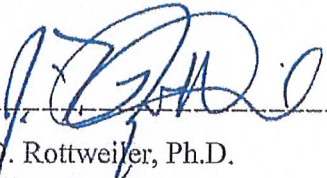
IF TO THE CITY:            Chief Brian Jones  
Sierra Vista Fire and Medical Service  
675 N. Giulio Cesare Avenue  
Sierra Vista, AZ 85635  
520-417-4400

14. 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.
15. In accordance with A.R.S. § 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 (5) years after completion of the Agreement.
16. The Parties do not contemplate joint acquisition of any equipment pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or acquired by the COLLEGE for the program shall be retained by the COLLEGE, and equipment furnished or acquired by the CITY for the program shall be retained by the CITY.
17. The Parties agree that any dispute arising under this Contract involving the sum of \$50,000 or less in money damages only shall be resolved by arbitration pursuant to A.R.S. § 12-1501 et seq. The decision of the arbitrator(s) shall be final.
18. The Parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214(A)

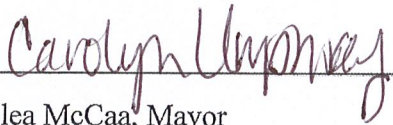
(together the "State and Federal Immigration Laws"). The Contractor shall further ensure that each sub-contractor who performs any work for the Contractor under this Agreement likewise complies with the State and Federal Immigration Laws.

19. This Agreement may be executed using electronic signatures, which shall have full force and effect as though signed with pen and ink.

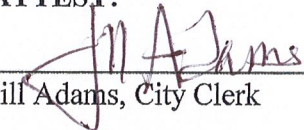
**COCHISE COLLEGE**

  
\_\_\_\_\_  
J.D. Rottweiler, Ph.D.                      9/12/23  
College President                              Date

**CITY OF SIERRA VISTA**

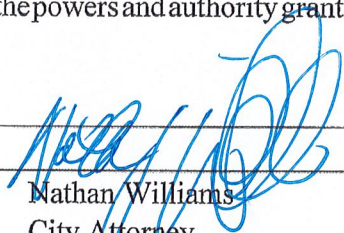
  
\_\_\_\_\_  
Clea McCaa, Mayor                      9/28/23  
Date

**ATTEST:**

  
\_\_\_\_\_  
Jill Adams, City Clerk                      9/28/23  
Date

In accordance with A.R.S. § 11-952, undersigned counsel has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Christine J. Roberts  
Chief Civil Deputy County Attorney

By:   
\_\_\_\_\_  
Nathan Williams  
City Attorney  
City of Sierra Vista