

RESOLUTION 2015-026

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

WHEREAS, the Sierra Vista Fire Department 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.

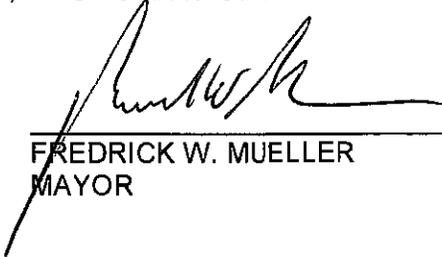
SECTION 2

That the Intergovernmental Agreement between the City of Sierra Vista and Cochise County Community College District attached hereto and made a part hereof, hereby is, accepted.

SECTION 3

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.

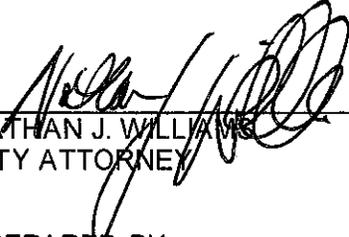
PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 26<sup>th</sup> DAY OF MARCH 2015.



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FREDRICK W. MUELLER  
MAYOR

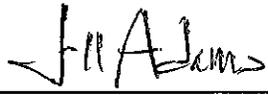
APPROVED AS TO FORM:



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NATHAN J. WILLIAMS  
CITY ATTORNEY

ATTEST:



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JILL ADMAS  
CITY CLERK

PREPARED BY:

Randy Redmond, Fire Chief

## ***Sierra Vista Fire Department Intergovernmental Agreement***

### ***General Provision***

Agreement made by and between the City of Sierra Vista on behalf of the Sierra Vista Fire Department, hereafter referred to as SVFD, and Cochise County Community College District, 4190 W. Highway 80, Douglas, AZ 85607, hereafter referred to as the COLLEGE.

### ***Witnesseth***

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

1. SVFD will provide classroom areas to include common restrooms and break area for EMS / Fire Science programs. All classroom schedules will be approved by fire department administration. (See Attached Appendix A - Floor plan)
2. COLLEGE will supply all SVFD personnel with bi-annual simulation laboratory testing conducted and supervised by certified College personnel.
3. SVFD and the COLLEGE agree to affiliate for the purpose of SVFD providing vehicular rotations for COLLEGE firefighter, driver/operator, EMT, and Paramedic students
4. COLLEGE shall assume full responsibility for the planning of the education programs for its students, including entrance criteria, programming, curriculum, administration, promotion, and graduation.
5. COLLEGE agrees to keep the permanent records and reports of students enrolled in the programs and to provide all clerical work incidentals to the programs.
6. The term of this agreement shall be in effect on April 1, 2015, and shall terminate on June 30, 2016.
7. College and SVFD 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.
8. COLLEGE will notify SVFD in advance of its planning schedule of student assignments for vehicular rotations, including dates and number of students. This schedule must be approved by SVFD.

9. SVFD has posted its departmental rules and regulations, and standard operating procedures, on the SVFD web site:

[http://www.ci.sierra-vista.az.us/cms1//index.php?option=com\\_content&task=section&id=21&Itemid=152](http://www.ci.sierra-vista.az.us/cms1//index.php?option=com_content&task=section&id=21&Itemid=152)

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

10. COLLEGE will provide for faculty assignment for each student in the SVFD vehicular rotation and will notify SVFD of these assignments. The assigned faculty member will not be at SVFD when the student is present, but shall be available by telephone to the SVFD's staff and the student.
11. SVFD 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.
12. 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.
13. SVFD will take any steps reasonably necessary to ensure the safety and well-being of individuals on SVFD premises, and will promptly notify the COLLEGE instructor of any student who fails to comply with the rules and regulations of SVFD, 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 SVFD upon a request from SVFD.
14. 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 SVFD 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, SVFD personnel. SVFD shall retain responsibility for all medical care provided, as it pertains to EMT-B and Paramedic courses, to third parties and the COLLEGE students participating in the clinical experience/training shall not have any independent health care responsibilities to third parties.
15. SVFD is not responsible for provision of any insurance for COLLEGE students. The COLLEGE shall require each student who is assigned to SVFD to have errors

and omissions insurance covering the vehicular rotations at SVFD. Such insurance shall be in effect prior to the student coming onto SVFD 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 SVFD appropriate certificates of insurance.

16. COLLEGE will advise students with respect to confidentiality of SVFD information and records relating to persons receiving services from SVFD.
17. 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 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, provided that such termination must occur at the end of a semester, unless both parties agree otherwise.

18. The parties do not contemplate the purchase of any equipment under this agreement
19. This agreement may be cancelled pursuant to ARS 38-511, the pertinent provisions of which are fully incorporated herein by reference.
20. 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, and ethnicity, age handicap or veteran status.
21. 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.
22. 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.

23. 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: J.D. Rottweiler, President  
4190 W. Highway 80  
Douglas, AZ 85607

SVFD: Randy Redmond  
675 Giulio Cesare  
Sierra Vista, AZ 85635

24. 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.
25. Pursuant to ARS 11-952(D), an attorney for each party must review this Agreement.
26. 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.
27. Sierra Vista Fire Department will provide all instructional supplies for FST-101,102,103, and 104. All lab fees collected with the Fire Science curriculum will be forwarded within 15 days of registration to the City of Sierra Vista to support equipment repair and replacement within the fire department.
28. This IGA may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the IGA.

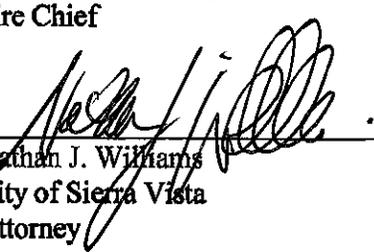
In witness whereof, the parties hereto have executed this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City of Sierra Vista  
Procurement Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Randy Redmond  
Sierra Vista Fire Department  
Fire Chief

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Nathan J. Williams  
City of Sierra Vista  
Attorney

26 Mar 2015  
Date

\_\_\_\_\_  
J.D. Rottweiler  
Cochise County Community College District  
President

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Britt Hanson  
Representing Cochise County Community College District

3/5/15  
Date