

**INTERGOVERNMENTAL AGREEMENT
FOR REGIONAL TRAINING COORDINATOR**

between

the City of Flagstaff

and

This intergovernmental agreement (“Agreement”) is entered into this ___ day of _____, 2014, between the City of Flagstaff (“CITY”), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and Highlands Fire Department, Ponderosa Fire Department, and Summit Fire Department (“PARTIES”).

RECITALS

- A. The PARTIES desire to enter into this Agreement for a Regional Training Coordinator; and
- B. The PARTIES recognize the importance of interagency cooperation; and
- C. The PARTIES participate in the “Cooperative Greater Flagstaff Area Fire Agencies All Risk Emergency Intergovernmental Agreement,” an IGA intended to maximize interagency cooperation to include training; and
- D. The PARTIES of this agreement make up the Regional Training Group (RTG comprised of the Chiefs of the Departments participating in the RTG); and
- E. Emergency service training is required for the PARTIES to maintain their legally mandated training requirements, provide for maintenance of skills, and provide for consistency of operations; and
- F. The PARTIES concur that working collaboratively yields the highest levels of services in conjunction with the most effective use of local fire, rescue, and emergency medical department resources; and
- G. The PARTIES recognize that effective regional training will require the participation of a training officer from each PARTY.

1. Purpose

The purpose of this Agreement is to fund a Regional Training Coordinator and to coordinate regional training of emergency service personnel that will provide operational consistency between the PARTIES within the greater Flagstaff region.

2. Scope

The scope of this Agreement shall include the following:

A. Duties and Responsibilities of the Regional Training Coordinator

1. Manages the Regional Training Program;
2. Develops an Annual Regional Training Plan (calendar, schedule and budget) for approval by the RTG;
3. Schedules multi-company drills involving RTG agencies;
4. Develops lesson plans;
5. Serves as the Site Supervisor for all RTG scheduled training;
6. Prepares and submits grants for regional training;
7. Ensures compliance with OSHA requirements governing fire department training;
8. Ensures compliance with NFPA 1403 standard for live fire training;
9. Supervises fire training instructors from the partnering fire departments during regional training;
10. Attends all meetings of the RTG;
11. Serves as Secretary of the RTG and develops and disseminates notes of RTG proceedings;
12. Provides quarterly and annual reports regarding the Regional Training Program;
13. Provides staff support for committees appointed by the RTG;

B. Management of the Fire Training Coordinator

1. General Objectives to be achieved by the Fire Training Coordinator shall be established the RTG.
2. The Flagstaff Fire Department shall be responsible for managing the day-to-day operations, including the following:
 - a. Supervisory Oversight
 - b. Human Resources
 - c. Quality Control

C. The Parties acknowledge that the effective delivery of the Training Plan will require the participation of training officers from each Party for program delivery.

3. Costs

- A. Personnel Costs shall be defined as the basic employee compensation costs attributed to the position of Regional Training Coordinator. For the purposes of this Agreement, those costs are fixed for the first year at \$ 51,402.00.
- B. Salary Costs shall be adjusted annually, by applying merit, longevity, market increases, and any Flagstaff City Council authorized increases in salary. The intent is to achieve 100% cost recovery of personnel costs.
- C. Benefit Costs are the employer-funded costs associated with providing “fringe” benefits to employees. For the purposes of this Agreement, those benefits include, but are not limited to, medical insurance, dental insurance, life insurance, worker’s compensation, short term and long term disability, and an annual physical.
- D. The parties mutually agree that, for the purposes of this Agreement, Year 1 Benefit Costs shall be fixed at \$ 23,130.90 for the position of Regional Training Coordinator
- E. On an annual basis, Benefit Costs shall be adjusted based on any increase in employer- funded costs for those benefits provided to City of Flagstaff employees.
- F. Distribution of costs shall be based on a per capita assessment updated annually. Year 1 distribution of costs shall be based upon the schedule set forth in Appendix A, attached. Distribution of costs for subsequent years shall be administratively amended to reflect changes in per capita utilization and increased costs of the Fire Training Coordinator.
- G. Billing will occur annually during the month of July for the following year. Upon execution of the Agreement, the terms will be prorated to the nearest month.
- H. The Parties may provide training to the other agencies on a fee for service basis consistent with the cost distribution method outlined in Section 3.F of this agreement.

4. Indemnification

Each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties, provided however, nothing herein shall be construed to expand the liability of any Party or its employees beyond the gross negligence/intentional misconduct standard applicable to emergency medical technicians or paramedics providing emergency medical aid as provided for in A.R.S. §48-818. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

5. Worker’s Compensation Claims

The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the

public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

6. Insurance

Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

7. Effective Date; Term; Effect of Termination on Remaining Parties; Renewal

- A. Effective Date. This Agreement will become effective for each Party after approval by its governing body (the "Effective Date").
- B. Term. Except as otherwise provided in this Agreement, this Agreement will remain in effect for a period of five (5) years, unless extended or terminated by action of the Parties.
- C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.
- D. The termination by one or more of the parties to this Agreement shall not affect the operation of the Agreement as between the other parties thereto.
- E. Renewal. This Agreement may be renewed for two (2) additional five (5) year periods, subject to agreement by the Parties. For the City of Flagstaff, the City Manager shall be authorized to approve such renewals.

8. Cancellation for Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

9. Compliance with All Laws

Each Party shall comply with all federal, state, and local laws, rules and regulations.

10. Execution Procedure

This Agreement will be executed in counterparts by the governing body of each Party.

11. Non-Discrimination

Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information Nondiscrimination Act of 2008.

12. Legal Arizona Workers Act Compliance

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.

Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

13. Non-appropriation

This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

14. No Third Party Beneficiaries

The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

15. Right to Enter into Additional Agreements

The PARTIES to this Agreement are not precluded from participating in additional or supplemental IGA’s or contracts as deemed appropriate by the PARTIES. Nothing in this Agreement shall limit the ability of a PARTY to provide or collaborate with another

jurisdiction, which is not a participant in this Agreement, for training; that is apart from the services provided by the Regional Training Coordinator, as set forth by this Agreement.

16. Waiver of Potential Conflict

By signing below, each of two Parties to the Agreement, Summit Fire District and Ponderosa Fire District, acknowledged that it is represented by the Coconino County Attorney and hereby waives any potential conflict to the extent known as of the date of approval by its respective governing body. To the best of each party's knowledge no apparent conflict is known to exist and each party consents to being represented by the County Attorney in the negotiation and drafting of this agreement.

17. Signatures

Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

Mayor

Attest:

City Clerk

Approved as to form:

Date of formal approval by governing
body:

City Attorney

**Intergovernmental Agreement
for Regional Training Coordinator**

Signature Page

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

Authorized signatory:

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

Date of formal approval by governing body:

Attorney's Approval:

Name: _____

Title: _____