

Resolution

RESOLUTION NO. 876

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA, CITY OF SOMERTON, ARIZONA AND THE TOWN OF WELLTON, ARIZONA FOR THE PURCHASE OF A TRAINING TRAILER

Whereas, the City of San Luis desires to enter into an intergovernmental agreement with the City of Somerton and the Town of Wellton for the purchase of a training trailer; and

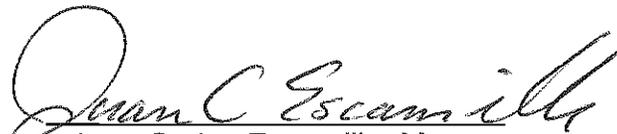
Whereas, both the Cities of San Luis and Somerton and the Town of Wellton desire to enter into an intergovernmental agreement for the purpose of the joint exercise of power to be able to effectively provide for needed and necessary training of the fire departments of their communities;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Intergovernmental Agreement for Purchase of a Portable Live Fire Training Unit, as attached hereto as Exhibit "A", is hereby approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said amendment on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 14th day of April, 2010.

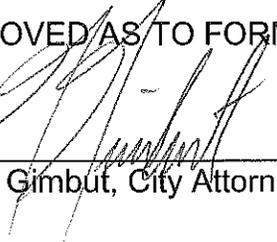

Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut, City Attorney

INTERGOVERNMENTAL AGREEMENT

Between:

The City of Somerton dba Somerton Cocopah Fire Department

AND

The City of San Luis dba San Luis Fire Department

AND

The Town of Wellton dba Wellton Fire Department

This **INTERGOVERNMENTAL AGREEMENT** herein referred to as **IGA** is made and entered into by and between the City of Somerton, hereinafter referred to as the Somerton Cocopah Fire Department, the City of San Luis herein referred to as the San Luis Fire Department and the Town of Wellton herein referred to as the Wellton Fire Department. These aforementioned are also referred to as the **PARTNERS**.

A. PURPOSE:

The purpose of this IGA is to delineate the cooperative planning, use and maintenance of a Portable Live Fire Training Unit which will be purchased through Federal Emergency Management Agency (FEMA) grant monies by way of their Assistance to Firefighters Grant (AFG) program. This IGA serves to clarify the individual responsibilities of each participant agency in the use of the Portable Live Fire Training Unit as part of a regional live burn training program in which all of the aforementioned agencies will participate as **PARTNERS**.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

It is the intent of the aforementioned **PARTNERS** to utilize the Portable Live Fire Training Unit to achieve the following annual training objectives:

1. Provide day time live burn training safely to all firefighters.
2. Provide night time live burn training safely to all firefighters.
3. Provide vertical and horizontal ventilation training to firefighters.
4. Provide Thermal Imaging Camera live burn course
5. Provide an avenue for area Fire Departments to train together on live fire training as if performing on a mutual aid request. (multi-company drills)
6. Provide confined space rescue training
7. Provide practical and live burn experience for each firefighter in the use and response of a rapid intervention team (RIT) in a live burn scenario.
8. Provide an incident command system course in a live burn scenario.
9. Provide practical experience in the application of a confined space rescue.
10. Provide an SCBA confidence course for all firefighters.

To achieve success with our Live Burn Training Program, as **PARTNERS** we will use this Portable Live Fire Training Unit and continue to implement NFPA 1001 (Firefighter 1 and 2), NFPA 1002 (Fire Apparatus Operator), NFPA 1033 (Fire Investigator), NFPA 1404 (Respirator Protection Training), NFPA 1500 (Operational and Safety Program), and NFPA 1561 (Incident Management System). By doing this, will be able to provide better quality, reality based, and training for all our suppression personnel.

C. The Somerton Cocopah Fire Department, San Luis Fire Department and Wellton Fire Department SHALL:

1. Provide a cost share which is to be based on population as the local match for the FEMA grant monies which have been awarded to the PARTNERS via the host agency the SCFD.*
2. Provide at a minimum 3 personnel from their respective agencies to attend a 16 hour Portable Live Burn Training Unit operators training program.
3. Provide a yearly training schedule that is to be agreed upon annually by all of the PARTNERS in this regional Live Burn Training Program; for the use of this Portable Live Burn Training Unit.
4. Share in repair cost which are incurred due to normal wear and tear, will also be based on a per capita formula as per below *
5. Costs for repairs that are incurred due to negligence, improper use, or failure to follow written guidelines are to be incurred by the agency responsible.
6. All fuel used for training fires are the responsibility of the agency performing the training.
7. All fuel cost for moving the Portable Live Fire Training Unit are to be incurred by agency that is utilizing it.
8. Annual cost for insuring the Portable Live Fire Training Unite will be shared by the PARTNERS and shall be based on the below per capita formula. The host agency of this Regional Training Program i.e. will provide the insurance carrier and will bill the cost annually to each of the PARTNERS.*
9. During periods of non use the Portable Live Burn Training Unit will be housed at the Somerton Public Safety Facility (home to the Host agency)

*The population of each City will be divided into the total cost share of \$21,640.00. The population amounts at the time of this grant application were as follows:

Somerton 11,377 @.5382147 per capita = \$,6,123.27

San Luis 26,705@.5382147 per capita = \$14,373.02

Wellton 2,125@.5382147 per capita = \$ 1,143.71

Repair, maintenance and insurance cost will use the same formula as per the above with the Host agency billing the cost annually to each of the partners.

All monetary obligations under this Agreement shall be subject to annual budget approval fo the respective governing bodies of the parties. A failure of either party's governing body to approve funding for payment of any obligation hereunder shall constitute grounds for termination of this Agreement.

This Agreement is intended to bind and benefit the parties hereto, their successors and assigns and shall be governed by the laws of the State of Arizona.

If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

The Cities of Somerton and San Luis and the Town of Wellton agree that this Agreement may be canceled in accordance with the provisions of A.R.S. § 38-511 in regard to conflicts of interests on behalf of employees of either the Cities of Somerton and San Luis or the Town of Wellton.

This Agreement may be terminated by either party upon thirty (30) days' written notice, delivered by certified mail, postage prepaid, return receipt requested, to the other parties.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may be modified only in writing signed by the parties.

IN WITNESS WHEREOF, this instrument has been executed on the date and year first above written.

CITY OF SOMERTON

Martin Porchas, Mayor

ATTEST:

Bill Lee, Somerton City Clerk

CITY OF SAN LUIS



Juan Carlos Escamilla, Mayor

ATTEST:



Sofia Cuello, San Luis City Clerk

TOWN OF WELLTON

James L. Deermer, Mayor

ATTEST:

Rodney L. Rinehart
Wellton Town Clerk