

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 153-15

Department Source: Fire

To: City Council

From: City Manager & Staff

Council Meeting Date: 6/1/2015

Re: Fire Service Cooperative Agreement

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Boone County Fire Protection District Agreement

Supporting documentation includes: None

Executive Summary

The proposed agreement is a replacement for the expired Fire Service Cooperation Agreement with the Boone County Fire Protection District (BCFPD). The new "cooperative" agreement is for five years, includes a one time payment to the Fire District to reimburse all services, and moves forward with a balanced approach to services so that no further compensation is exchanged for the services of either party. It allows both fire agencies the flexibility to adjust responses to accomplish the goal of financial equity and maintain the highest level of fire service to the citizens of each jurisdiction.

Discussion

For approximately twenty years, the city and the BCFPD have operated under some form of cooperation agreement. Over that time, the method and demands of those various agreements have changed and been adjusted as needed to respond to the needs of the citizens we serve. Working with the BCFPD Command Staff and Board of Directors, we believe we have made the necessary adjustments to this proposed agreement that allow for us to continue that cooperation in a mutually beneficial way. This new agreement also reflects our continued commitment to joint meetings, reports, training and code enforcement.

Fiscal Impact

Short-Term Impact: The proposed agreement includes a one time \$350,000 payment to the BCFPD for reimbursement of all services, these funds are available in the FY 15 budget.

Long-Term Impact: N/A

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Community Facilities and Services

Strategic Plan Impact: Health, Safety and Wellbeing

Comprehensive Plan Impact: Inter-Governmental Cooperation

Suggested Council Action

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Passage of the Ordinance.

Legislative History

Original Ordinance 14297 - 11/21/1994

Amendment to Territorial Agreement Ordinance 15173 - 3/17/1997

Interim Agreement Ordinance 20178 - 1/20/2009

Ordinance 20220 - 3/16/2009

A handwritten signature in black ink, appearing to read "P. E. Wells", is written over a horizontal line.

Department Approved

A handwritten signature in black ink, appearing to read "Nancy H. Helt", is written over a horizontal line.

City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 153-15

AN ORDINANCE

authorizing a fire service cooperative agreement with the Boone County Fire Protection District; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a fire service cooperative agreement with the Boone County Fire Protection District. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

FIRE SERVICE COOPERATIVE AGREEMENT

This agreement is entered into on the 20th of May, 2015, between the City of Columbia, Missouri ("City") and the Boone County Fire Protection District ("Fire District") and collectively the ("Parties").

WHEREAS, the City and Fire District agree that fire protection, emergency medical and rescue services are vital and necessary to the health and welfare of the community and that the City and the Fire District should cooperate, to the extent possible, to provide such services to our community in an effective and efficient manner.

The Parties agree as follows:

PRIMARY SERVICE RESPONSIBILITY AND AUTOMATIC AID

1. Each party shall be responsible for providing fire protection, emergency rescue service, first response emergency medical services, and hazardous material response services within its jurisdiction.
2. The City Fire Chief and the Fire District Fire Chief shall determine which areas of the City and the Fire District shall be provided automatic aid. As used in this agreement, "automatic aid" means both departments are dispatched automatically to the same call for service. The Chiefs shall periodically make any needed changes to the areas provided automatic aid.

COMPENSATION AND TERMINATION

3. The City shall make a onetime payment to compensate Fire District in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) for the reimbursement of all services. Such payment shall be made within 30 days of the date this agreement is executed. The Fire District acknowledges that City does not owe the Fire District any other amount under any prior territorial or cooperative agreement. It is the intention of the Parties going forward to balance both calls for service and the costs of such services to each party. The result of this balance shall be that no further compensation is exchanged for the services of either party.
4. Both fire agencies have adjusted historical automatic aid boundaries, such that each agency receives a nearly equal amount of automatic aid utilizing 2014 incident response data. During each semiannual six month review if either the City or Fire District Chiefs think that the automatic aid is not a nearly equal amount, the Chiefs will work to amend the automatic aid area boundaries by mutual agreement. If the Chiefs cannot agree, this agreement may be terminated at the option of either party by giving written notice to the other party. The effective date of such termination shall be three months from the date the written notice is given by the other party. Any notice required to be given by either party to the other pursuant to this agreement shall be in writing and shall be deemed to have been properly given if delivered in person, sent by overnight

delivery or sent by registered or certified mail, return receipt requested, addressed to the other party at the following address, and shall be deemed to have been given on the day so delivered, transmitted or mailed:

To Fire District:
David Griggs
Chairman, Board of Directors
Boone County Fire Protection District
2201 I-70 Drive Northwest
Columbia, MO 65202

To City:
Mike Matthes
City Manager, City of Columbia, Missouri
701 East Broadway
Columbia, MO 65201

JOINT MEETINGS AND REPORTS

5. The City Fire Chief and the Fire District Fire Chief shall develop a joint statistical reporting system in order to track responses to calls for service. This system shall be completed as soon as possible. The Chiefs shall meet at least semiannually to review statistics on calls for service, to discuss operating issues that may arise, and to explore opportunities for further cooperation. The Chiefs shall provide written reports of these meetings to the Fire District Board of Directors and the City Manager. The Chiefs shall prepare a joint annual report for the City Council and the Fire District Board of Directors that includes statistics on responses to calls for service.

JOINT TRAINING AND OPERATIONS

6. City and Fire District shall conduct joint training sessions on a regular basis to foster coordinated operations during automatic aid and other joint responses. Both departments shall encourage similar training certifications of their members without reducing any current required certifications. City Fire Chief in compliance with all laws and City personal rules and regulations shall allow City career firefighters to have the choice to volunteer as firefighters with the Fire District, and to respond to calls as Fire District volunteer firefighters inside the city limits.

CODE ENFORCEMENT

7. City and Fire District shall each enforce its fire code and other regulations within its jurisdictional boundaries. City and Fire District shall encourage uniform code provisions for urban areas.

TERM

8. This agreement shall be in effect from the date of its execution until midnight December 31, 2020.

MISCELLANEOUS

9. Neither party may assign or transfer any of its rights or obligations under this agreement to any other person or entity without the prior, written consent of the other party.

10. This agreement is for the sole benefit of Parties. Nothing in this Agreement is intended to confer any rights or remedies on any third party.

11. In no event shall the language of this agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

12. No modification or waiver of any provision of this agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by City and the Fire District and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

13. The Parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

14. The signatories to this agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this agreement on behalf of the named party for whom they are signing.

IN WITNESS WHEREOF, the Parties have executed this agreement on the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

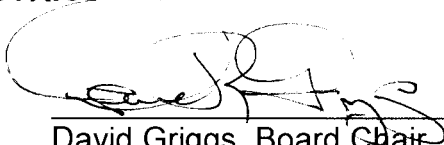
ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

BOONE COUNTY FIRE PROTECTION DISTRICT

By: 
David Griggs, Board Chair

ATTEST:

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

John Blattel, Director of Finance