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Filed: 02-19-19

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019 - 047

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a revised
2 Intergovernmental Agreement with Community College District of
3 Central Southwest Missouri, AKA Ozarks Technical Community
4 College, for the purpose of providing cooperative training between the
5 Fire Department and Ozarks Technical Community College.
6
7

8 WHEREAS, the Springfield Fire Department (“SFD”) and Community College
9 District of Central Southwest Missouri, AKA Ozarks Technical Community College
10 (“OTC”), have a long tradition of providing firefighter training in the Springfield area; and
11

12 WHEREAS, in 2012 the City of Springfield entered into an Intergovernmental
13 Agreement with OTC for the purpose of providing shared facilities and cooperative
14 training between SFD and OTC; and
15

16 WHEREAS, under the 2012 Intergovernmental Agreement the OTC Fire Science
17 Technology program has occupied classroom space at Fire Station Number 6; and
18

19 WHEREAS, SFD and OTC desire to relocate the practical training component of
20 the OTC Fire Science Technology program to the SFD Training Center; and
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22 WHEREAS, SFD and OTC further desire to update the 2012 Intergovernmental
23 Agreement to ensure continued cooperation into the future.
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25 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
26 SPRINGFIELD, MISSOURI, as follows, that:
27

28 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
29 an Intergovernmental Agreement with Community College District of Central Southwest
30 Missouri, AKA Ozarks Technical Community College (“OTC”), for the purpose of
31 providing shared facilities and cooperative training between SFD and OTC, said
32 Agreement to be substantially in the same form and content as that document attached
33 hereto and incorporated by reference as “Exhibit 1.” The City Manager, or his designee,

34 is further authorized, upon the execution and approval of the agreement by all parties
35 thereto, to perform, or direct to be performed, all of the duties and obligations under the
36 Agreement. By its terms, the Agreement supersedes and replaces the 2012 Agreement
37 authorized by Special Ordinance 26115.

38
39 Section 2 – This Ordinance shall be in full force and effect from and after
40 passage.

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43 Passed at meeting: _____

44
45 _____
46 Mayor

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48 Attest: _____, City Clerk

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51 Filed as Ordinance: _____

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54 Approved as to form:  _____, Assistant City Attorney

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56
57 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2019- 047

FILED: 02-19-19

ORIGINATING DEPARTMENT: Fire

PURPOSE: Authorizing the City Manager, or his designee, to enter into a revised Intergovernmental Agreement with Community College District of Central Southwest Missouri, AKA Ozarks Technical Community College, for the purpose of providing cooperative training between the Fire Department and Ozarks Technical Community College.

BACKGROUND INFORMATION:

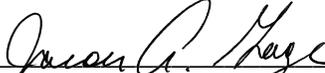
In August of 2012, Springfield Fire Department (“SFD”) and Community College District of Central Southwest Missouri, AKA Ozarks Technical Community College (“OTC”), entered into an Intergovernmental Agreement (“IGA”) for the purposes of providing shared training facilities and cooperative training between the two entities. Since that time, the OTC Fire Science Technology (“FST”) program has occupied classroom space at Fire Station 6. The intent of the original agreement planned for the movement of the practical training component of the program to the SFD Training Center.

In 2018 SFD and OTC leadership worked cooperatively to review and modify the IGA to allow for the movement of the FST program to the SFD Training Center, and to agree upon mutually beneficial terms for the future.

Submitted by:



David Pennington, Fire Chief



Jason Gage, City Manager

Exhibit 1

INTERGOVERNMENTAL AGREEMENT OF TRAINING PARTNERSHIP

Between

City of Springfield/Springfield Fire Department

And

Community College District of Central Southwest Missouri aka Ozarks Technical Community
College

PURPOSE

This document is used to outline the partnership responsibilities of each entity involved and facilitate ease of operation in relation to the Community College District of Central Southwest Missouri aka Ozarks Technical Community College (OTC) Fire Science Technology Program (FST), or the City of Springfield Fire Department (SFD).

BACKGROUND

On August 27, 2012, the SFD and OTC entered into an intergovernmental agreement for the purpose of providing shared training facilities and cooperative training between the two entities. Since that time, OTC has held the classroom portion of their fire science technology program at SFD's Fire Station 6. The intent of the original agreement planned for the practical training component of the program to also move to the SFD training center.

New employees of the SFD attend a twenty-four-week Fire Academy consisting of numerous job-related courses, certifications and licensure. The core of the academy is the State of Missouri IFSAC Firefighter I and II certification. As part of the FST degree program at OTC, one of the core components of degree completion are the Firefighter I and II courses. Both entities currently fully and independently instruct, fund, and oversee their own Firefighter I and II programs. Other like training takes place daily in which numerous similar pieces of equipment bought and maintained by each entity are utilized.

In order to more efficiently work within our budgets, remove duplication of many purchasing efforts, and make effective use of limited space, OTC has previously moved the classroom portion of the FST program to Fire Station 6, located at 2620 West Battlefield, and has moved components of the practical training programs from the Battlefield Fire Protection District to the Springfield Regional Police and Fire Training Center (SRPFTC), allowing for the use of the situational training room, training grounds, the training annex building, warehouse storage, and most recently, the newly completed drill tower.

AGREEMENT

The City of Springfield, Missouri (City)/SFD and OTC hereby covenant and agree as follows:

1. This agreement replaces and supersedes the Intergovernmental Agreement of Training Partnership dated August 27, 2012. Upon ratification of this agreement, that agreement is terminated.
2. This agreement grants OTC the permission to conduct seated classroom courses and practical training associated with the FST program courses at the SRPFTC complex.
3. Each party waives all claims against each other for damages and compensation for any loss, damage, personal injury, death, or any other matter occurring because of performance of this agreement.
4. No agency shall have liability for the failure of equipment supplied by the other.
5. Neither entity is responsible for providing insurance coverage for the other, regardless of location of activity.
6. Damage to Property, Risk of Loss and Liability.
 - (a) Each Party agrees to pay for any damage to the premises caused by its employees, students, invitees, and guests; ordinary wear and tear excepted.
 - (b) Except as provided in 6(a), if the premises are damaged or destroyed by fire or other casualty so as to render the premises unavailable for use by the parties, the City shall not be obligated to repair or restore the premises in the event of such damage.
 - (c) Except as provided in 6(d), OTC retains the risk of loss of any equipment, props, training materials, or other property owned by OTC and used or stored at the SRPFTC and or Fire Station 6, except due to the negligence or willful misconduct of City/SFD.
 - (d) Each party agrees to pay for damage caused by its employees, students, invitees and guests to any equipment, props, or other training materials provided by the other party for joint training use under this Agreement
 - (e) Liability: The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. OTC hereby agrees to assume responsibility for the liabilities imposed by law on this employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official, or governmental immunity applicable to either party, its board or council members, officers, or employees.
7. Consumable costs associated with education or training activities are the responsibility of the entity hosting training.

8. The primary point of contact between the FST and the SFD is designated as the FST Program Director and the SFD Assistant Fire Chief of Support Services.
9. The FST Program Director and SFD Assistant Fire Chief of Support Services will meet at least quarterly, or more frequently as needed, for the purposes of inter-agency coordination.
10. The SFD agrees to close the community room at Fire Station 6 to public use, designating this space for classroom use by OTC for the FST program. Office space for instructor use will be provided adjacent to the classroom(s) in room A122. This space remains a part of the City of Springfield Continuity of Operations Plan (COOP), and may be used by the City without advanced notification upon activation of the COOP.
11. OTC agrees to clean and maintain the classrooms designated for the FST program consistent with the expectations of the SFD. OTC has permission to utilize the waste containers and dumpster for disposal of allowable trash items.
12. Upon ratification of this agreement, OTC agrees to provide compensation to the SFD in the amount of five-thousand (\$5,000) dollars on an annual basis, payable within thirty-days (30) of the beginning of each fiscal year. Compensation for 2018 shall be paid within 30 days of ratification of this agreement. In the event this agreement is terminated for any reason prior to the end of a fiscal year, OTC shall be refunded a prorated amount of the five-thousand (\$5,000) within thirty-days (30) of the termination become effective.
13. OTC agrees to waive all facility fees for sworn SFD members attending FST courses (only).
14. SFD agrees to provide OTC with access to: designated classrooms, the situational training room, training annex building, drill tower, and training grounds in support of the FST program. Use of the situational training room, training annex, drill tower and training ground shall be coordinated with the SFD Safety and Training Division. If OTC requires additional classroom space, OTC will schedule room use with the Assistant Fire Chief of Support Services.
15. Classroom upgrades completed at SFD Fire Station 6 / Springfield Police Department-South District Station provided by OTC will remain in place should termination of this agreement take place.
16. OTC agrees to provide a heavy-duty extractor for washing of firefighting personal protective equipment to be installed at the SFD training annex for use by the SFD and OTC. The extractor shall be delivered and installed prior to the end of calendar year 2019. The specifications and performance requirements of the machine shall be agreed upon by both parties. The City shall designate the location within the building for installation and will provide necessary facility modifications.
17. The SFD agrees to provide a means for the refilling of breathing air cylinders utilized by OTC. Cylinders must be in good repair and within hydrostatic date to be refilled by SFD

personnel and equipment. Space within the training annex will be provided for the addition of a certified breathing air cascade system provided by OTC, and for use by trained SFD and OTC personnel. The City shall designate the location within the building for installation and will provide necessary facility modifications.

18. SFD agrees to provide a mutually agreed upon parking space for the fire engine owned by OTC.

19. OTC agrees to provide no-cost course equivalency credit for applicable IFSAC certifications for sworn SFD personnel.

20. OTC agrees to coordinate with SFD on annual enhancement or sustainment using the state enhancement grant, 50/50 funding match, or other sources for capital equipment needs for the SRPFTC consistent with the needs identified in the SFD Training Center Master Plan, as well as the OTC/FST Strategic Plan.

21. Equipment may be shared between agencies if available through normal scheduling procedures. This may include training props and miscellaneous equipment.

22. Any resource available to either entity may be available for use by the other through proper scheduling.

23. SFD agrees to provide OTC with a storage building at the training annex for storage of equipment. Provision for use and storage of training props and/or equipment within the training annex warehouse may occur through coordination with the SFD. OTC agrees to provide necessary storage racks for equipment storage and agrees to maintain all props and equipment.

24. The City is responsible for the maintenance, cleanliness, and readiness of any SFD equipment or facility being used.

24. OTC is responsible for the maintenance, sustainment, and operational readiness of information technology, to include cabling, computers, and projectors, utilized in the classrooms.

25. While on the SRPFTC grounds, the rules and regulations of the City and the SFD are to be followed by all OTC instructors, staff and students. Copies of applicable documents will be available upon requested.

26. SFD personnel interacting with OTC students will abide by OTC policies governing proper conduct when working with or around the OTC students, in particular, those students considered minors under the law. Copies of applicable documents are available upon request.

27. Both parties agree to follow the current National Fire Protection Association (NFPA) requirement and other nationally recognized standards when using props, equipment, and facilities provided under this Agreement.

28. This agreement in no way binds each party from entering into other contracts for service or partnership.

29. All invoicing, billing, and payments required for outside evaluators for certification testing is the responsibility of the agency hosting training.

30. This agreement shall be valid for a term of five-years (5) years from the date of ratification (Initial Term). Upon the end of the term, any needed revisions may be considered prior to renewal of the agreement. Either party wishing to terminate the agreement may do so with 30-days' notice at the end of the Initial Term.

31. This agreement may be terminated by either party for any or no cause at any time during the Initial Term or any renewal term upon ninety (90) days written notice from the party terminating to the other party. If notice to terminate is given by SFD, OTC shall be entitled to continue to occupy the premises and continue operations thereon until the conclusion of the academic year ending June 30th.

Agreed upon by:
Community College District of Central Southwest
Missouri aka Ozarks Technical Community College

City of Springfield:

Vice Chancellor for Administrative Services

Date: _____

Date: _____