

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: \_\_\_\_\_

Meeting Type: Regular

Meeting Date: May 12, 2016

Action Requested By: Fire and Rescue

Agenda Type: Resolution

Subject Matter:

Approval of Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Regional Training Center Renewal Agreement with the Alabama Fire College and Personnel Standards Commission.

**Note: If amendment, Please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Huntsville's designation as a Regional Training Center for the Alabama Fire College allows our training staff to provide required courses locally to not only our personnel but also on a national level.

Associated Cost: NA

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: *HW McJury*

Date: May 2, 2016

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Fire and Rescue

Council Meeting Date: 5/2/2016

Department Contact: 256-427-5053

Phone # Lesley Easter

Contract or Agreement: Agreement

Document Name: AFC Regional Training Center 2016

City Obligation Amount:  NA

Total Project Budget:  NA

Uncommitted Account Balance:  NA

Account Number:  NA

### Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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### Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name: <input type="text"/>
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Department	Signature	Date
1) Originating	<i>BW McFall</i>	5-2-16
2) Legal	<i>Mary C. Cates</i>	5-4-16
3) Finance	<i>M. Diering</i>	5-5-16
4) Originating	<i>BW McFall</i>	5-2-16
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 16- \_\_\_\_\_

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized to enter into an Agreement, by and between the City of Huntsville, a municipal corporation in the State of Alabama, and the Alabama Fire College and Personnel Standards Commission, which said Agreement is attached hereto and identified as "Agreement between the City of Huntsville and the Alabama Fire College and Personnel Standards Commission" consisting of two (2) pages plus three (3) additional pages consisting of Exhibit A and the date of May 12, 2016, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 12<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 12<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

"Agreement between the City of Huntsville and the Alabama Fire College and Personnel Standards Commission."

## **REGIONAL TRAINING CENTER AGREEMENT**

This agreement ("Agreement") is hereby made and entered into on the **12 May, 2016** by and between the **Alabama Fire College and Personnel Standards Commission ("Fire College")** and **Huntsville ("City")**, an Alabama municipality.

WHEREAS, the Fire College has requested and agreed to utilize the premises located at **3011-A Sparkman Drive Huntsville, AL 35810** (the "Facility") to provide classroom space and associated facilities for training use scheduled from **12 May 2016** through **12 May, 2019**, ("term"), as more particularly described on Exhibit A hereto.

NOW, THEREFORE, considering the above, the parties agree as follows:

**SECTION 1. USE OF FACILITY ALLOWED; CLASS REGISTRATION, PARTICIPATION AND SCHEDULING; TUITION; INSTRUCTORS.** City agrees to allow Fire College the use of the Facility to provide a training area for the Class during the term set forth herein. Fire College will be responsible for all scheduling and registration of classes and training therein. Only the Fire College may schedule non-Tier I training courses (as defined by the Fire College) if the trainee is to obtain certification. City agrees that such Class will be open to any student enrolled therein by the Fire College and will not be solely limited to City participants, unless otherwise agreed herein. Tuition from Class participants shall be collected and shared between the parties hereto as set forth in Exhibit A hereto. Fire College must approve any and all Class instructors. Instructors for non-Tier I classes are limited to instructors of the Fire College.

**SECTION 2. EQUIPMENT.** Equipment for the Class will be provided as set forth in Exhibit A hereto. In the event that City agrees to provide certain Class equipment as further delineated on Exhibit A, then the Fire College reserves the right to approve all equipment types and quantities to be used in the Class if the Class participants are to obtain certification. However, the City is responsible for all maintenance of such equipment and for the safety and fitness of purpose for any equipment owned by the City and used in the Classes.

**SECTION 3. COMPENSATION.** The Fire College shall be compensated for all services performed and/or goods or materials supplied by the Fire College pursuant to this Agreement. Likewise, the City shall be compensated for Facility space provided by the City pursuant to this Agreement. The amount of such compensation shall be specifically set forth in Exhibit A hereto.

**SECTION 4. CLASS SIGNAGE.** City will permit the Fire College to place signs at the Facility to direct students to Class events. Fire College agrees that any such sign will comply with City sign regulations and that each sign shall be at the expense of the Fire College. In the event that the City desires to place signage at the Facility related to the Class, the Fire College must approve (in advance of the placement of the sign) the use of the Fire College's name and logo on any such sign(s).

\_\_\_\_\_  
President of the City Council  
of the City of Huntsville, Alabama  
Date: \_\_\_\_\_

**SECTION 5. INDEMNIFICATION FOR CITY AND FIRE COLLEGE.** It is agreed that individual Class participants shall release, indemnify and save City and Fire College harmless from any claims made by any person, firm or corporation against City and Fire College for injury to the participant's property or person arising directly or indirectly out of the Class.

**SECTION 6. CANCELLATION AND TERMINATION OF AGREEMENT.** This Agreement may be cancelled and/or terminated at any time, with or without cause, by either party hereto upon giving seven (7) days written notice to the other party as provided herein. Otherwise, this Agreement shall expire at midnight on **11 May 2019**.

**IN WITNESS WHEREOF**, the undersigned have entered into this Agreement on the date first written above.

**ALABAMA FIRE COLLEGE AND  
PERSONNEL STANDARDS COMMISSION**

By: \_\_\_\_\_

Its: Executive Director

**CITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

1. Fire College shall provide \_\_\_\_\_ hours of instruction to City for the Class as set forth below. Such instruction will be given at the following location(s) and at the following times(s).

**Class Title(s):** \_\_\_\_\_

**Class Location:** \_\_\_\_\_

**Class Dates:** \_\_\_\_\_

**Class Hours:** \_\_\_\_\_

**Class Instructor:** \_\_\_\_\_

2. Personnel, supplies, equipment, props, and expertise necessary to comply with all provisions, stipulations, terms and conditions of this Agreement and the implementation of the Class on site at the Facility shall be provided as set forth below. If not specifically delineated, such personnel, supplies, equipment, props, and expertise shall be provided by the Fire College.

(a) **EQUIPMENT**: (initial applicable provisions)

\_\_\_\_\_ (i) Fire College will supply all equipment needed for the Class, excepting any equipment listed in 2(a)(ii) herein.

\_\_\_\_\_ (ii) City will supply the following equipment for the Class:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) **INSTRUCTORS** : (initial applicable provisions)

\_\_\_\_\_ (i) Fire College will provide all instructors for the Class excepting any instructors to be provided by the City as listed in 2(b)(ii) herein.

\_\_\_\_\_ (ii) City will supply the following instructors for the Class:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) **SPECIAL AGREEMENT TERMS**: \_\_\_\_\_

\_\_\_\_\_

(d) **FINANCIAL/REVENUE SHARING:** The Class tuition collected by the Fire College for the Class during the term of this Agreement shall be divided between the parties hereto as indicated below: **(initial applicable provision)**

- a. Instructional costs for each class will be deducted from gross revenue and paid to each organization based on the number of instructors provided. Instructional costs will be paid based on the current Fire College scale.
- b. 70% of remaining revenue will be paid to the Fire College for administrative overhead and 30% will be paid to the host agency for use of the facility and equipment.
- c. Certain courses might require a separately-negotiated division of revenue based on the increased need for consumable supplies or other specialized resource requirements.

(e) **PAYMENT TERMS TO CITY FOR COST SHARING AMOUNTS (initial applicable provision(s):**

\_\_\_\_\_ a. **IN KIND PAYMENT THROUGH TRAINING PROPS.** City agrees to accept training props as specifically set forth herein in return for cost sharing amounts owed to the City by the Fire College.

- i. Fire College will provide all labor, tools, incidental materials and supplies for construction of training props, more particularly described as follows:

\_\_\_\_\_

\_\_\_\_\_

- ii. Fire College shall complete all construction of the training props within \_\_\_\_\_ months from the date of this Agreement. Fire College will secure any permits necessary and construct training props in accordance with any applicable codes.

- iii. Title to the training props shall be transferred to the City following the termination of this Agreement.

\_\_\_\_\_ b. **CLASSROOM TUITION CREDIT.** City agrees to accept classroom tuition credit in an amount equal to the financial/revenue sharing amount (set forth in (d) above) that is due to the City from the Fire College. This amount shall be allocated as follows:

\_\_\_\_\_

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c. **CASH PAYMENT.** City desires to obtain any financial/revenue sharing amounts to which it is due in (d) above as a cash payment. This amount shall be paid by the Fire College to the City no longer than forty five (45) days from the date of receipt of the last Class tuition payment.