

BILL NO. 6517

ORDINANCE NO. 5144

INTRODUCED BY:	ALDERMAN PLUFKA	ALDERWOMAN PARKER-TICE
	ALDERWOMAN SIMS	ALDERMAN WEGGE
	ALDERMAN GOULD	ALDERMAN LOCHMOELLER
	ALDERMAN ERGER	ALDERWOMAN HARTER

AN ORDINANCE APPROVING THE AMENDED AND RESTATED COOPERATIVE FIRE TRAINING CHIEF INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BRENTWOOD, CITY OF CLAYTON, CITY OF MAPLEWOOD AND THE CITY OF RICHMOND HEIGHTS TO PROVIDE COORDINATED FIRE TRAINING SERVICES.

WHEREAS, The cities of Brentwood, Clayton, Maplewood, and Richmond Heights wish to cooperate with one another to provide Cooperative Fire Training Chief Officer; and

WHEREAS, Section 70.220 RSMo authorizes the cities to work in a cooperative manner; and

WHEREAS, cooperation between the cities will provide a more efficient and enhanced service for the City, higher level of safety and preparedness for firefighting/emergency medical personnel for the provision of such services; and

WHEREAS, the municipalities subscribing to this Amended and Restated Cooperative Fire Training Chief Agreement previously entered into a predecessor Cooperative Fire Training Officer Agreement ("Original Agreement") with an effective date of August 24, 2021, (pursuant to Paragraph 13 of the Original Agreement) and a duration of three (3) years to August 23, 2024 ("Original Term") with provision for extension thereof, which Original Agreement the Member Cities now wish to amend and restate as hereinafter provided;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRENTWOOD, MISSOURI as follows:


SECTION 1. The Board of Aldermen approves the Amended and Restated Cooperative Fire Training Chief Intergovernmental Agreement in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Administrator and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

SECTION 2. The Board of Aldermen of the City of Brentwood hereby ratifies amendments to the Bylaws of the Commission in substantial conformity with the terms

shown on Exhibit B attached hereto and incorporated herein by this reference as if set out here in full.

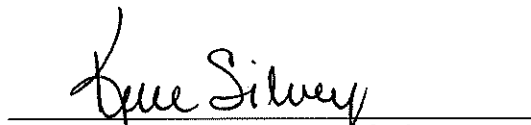
SECTION 2. This ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval by the Mayor; provided, however, that in the event the other cities identified herein do not approve the Agreement in substantially the same form as executed by the City hereunder, this Ordinance and any and all actions taken pursuant hereto may be revoked.

PASSED BY THE BOARD OF ALDERMEN THIS 15th DAY OF JULY, 2024.



David A. Dimmitt, Presiding Officer

ATTEST:



Kelle Silvey, Deputy City Clerk

APPROVED BY THE MAYOR THIS 15th DAY JULY, 2024.



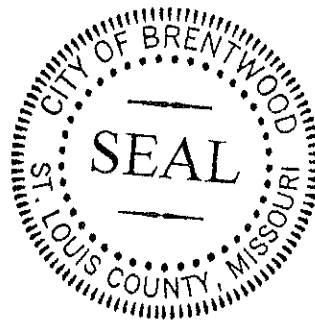
David A. Dimmitt, Mayor

ATTEST:



Kelle Silvey, Deputy City Clerk

1st Reading: July 15, 2024
2nd Reading: July 15, 2024



**AMENDED AND RESTATED
COOPERATIVE FIRE TRAINING CHIEF AGREEMENT**

THIS AGREEMENT, entered into on the effective date hereinafter set forth, by and between the City of Brentwood, Missouri ("Brentwood"), City of Clayton, Missouri ("Clayton"), City of Richmond Heights ("Richmond Heights"), and the City of Maplewood, Missouri ("Maplewood") (each a "Member City" and collectively "Member Cities"):

WITNESSETH

WHEREAS, firefighters, emergency medical technicians (EMT's), and paramedics are called upon to protect public health, safety and welfare in a wide variety of settings and situations; and

WHEREAS, due to technical advances in firefighting, the growing complexity of emergency medical responses, threats from hazardous materials, and other factors, the expertise required of firefighters, EMT's and paramedics has never been greater; and

WHEREAS, training is a critical element for the operation of an effective and efficient fire and rescue operation; and

WHEREAS, it is challenging for individual municipal fire and rescue departments to provide required training programs at reasonable cost; and

WHEREAS, the municipalities participating in this Agreement have determined that a cooperative fire training chief program is an efficient means of building their training capacity and improving coordination between the departments; and

WHEREAS, Chapter 70 of the Revised Statutes of Missouri authorizes joint exercise by two or more local governments of any power common to them; and

WHEREAS, it is the desire of the signatories hereto to provide for a cooperative fire training chief program for their mutual advantage; and

WHEREAS, the municipalities subscribing to this Amended and Restated Cooperative Fire Training Chief Agreement previously entered into a predecessor Cooperative Fire Training Officer Agreement ("Original Agreement") with an effective date of August 24, 2021, (pursuant to Paragraph 13 of the Original Agreement) and a duration of three (3) years to August 23, 2024 ("Original Term") with provision for extension thereof, which Original Agreement the Member Cities now wish to amend and restate as hereinafter provided;

NOW, THEREFORE, for and in consideration of the premises, the mutual advantages to be derived therefrom and in consideration of the mutual covenants herein contained, it is agreed by and between the Member Cities hereto as follows:

1. Cooperative Agreement Established. Pursuant to the joint-powers authorization of Chapter 70 of the Revised Statutes of Missouri, the undersigned do hereby enter into a cooperative agreement for the provision of a -Training Chief to be dedicated solely to the training and development of firefighters, paramedics and other personnel of the fire departments of Brentwood, Clayton, Richmond Heights, and Maplewood.

2. Selection of Training Chief to Provide Services under Agreement. A qualified, highly trained Command Officer shall be selected from the fire department of one of the participating municipalities to serve as the Training Chief to perform services specified under this Agreement. The City Manager or City Administrator of each municipality participating in this Agreement ("City Managers") shall approve the selection of and compensation and benefits (consistent with existing employer parameters) for the Training Chief, after his or her credentials have been reviewed by and a recommendation is made collectively, by the Fire Chiefs participating in this agreement. The Training Chief selected shall remain an employee of the single municipality by which he or she is employed ("Employer City"), but his or her duties will be limited to those specified under this Agreement. The Training Chief shall be insured by the Employer City in such manner as reasonably agreed by the City Managers.

3. Services Provided by Training Chief. The Training Chief shall provide the following training and employee development services to each municipality participating in this Agreement:

- (a) Evaluation of each department's training needs and development of training curricula;
- (b) Facilitation of training classes and exercises for participating departments (including various levels of training- whether it be individual, company level, shift-level, department-wide, and/or mutual aid);
- (c) Development of consistent Standard Operating Guidelines (SOG's) to be considered for adoption by all participating departments;
- (d) Evaluation of existing and proposed equipment and coordination and planning related to future acquisitions of equipment;
- (e) Employee professional development, including recommending individual courses of study, certifications, etc.
- (f) Training of employees on emergency preparedness and response and as per the current, established job description, the Training Chief will be subject to potential after-hours response.
- (g) Other such activities related to Fire-Rescue-EMS or emergency management training and professional development as may be determined necessary by the Fire Chiefs.

In order to properly evaluate the effectiveness of training and assist in maintaining safe operations while on scene (Safety Officer, Sector/Division/Group Command, other roles, etc.) all participating municipalities shall allow the Training Chief as per current, established job description to respond and participate within a designated role per the Incident Commander as a Command Officer within the context of emergency calls for service, at the direction of the Fire Chiefs.

4. Proportional Division of Training Chief Services. The services of the Training Chief will be divided proportionally among each participating municipality in accordance with the division of the Cooperative Training Chief Program costs as set out in Section 6 of this Agreement. It shall be the responsibility of the Training Chief to document services provided to and/or proportional benefits received by each of the municipalities participating in this Agreement. This documentation shall be reviewed regularly by the Fire Chiefs.

5. Additional Members and Non-Member Participation. Additional member agencies may be added to this cooperative and this Agreement through a written agreement approved by unanimous consent of the current Fire Chiefs and subsequent unanimous approval of the participating City Managers.

With unanimous approval of the Fire Chiefs, the Training Chief may offer limited participation in training activities and programs to non-member organizations on a fee basis provided it does not reduce or otherwise limit the quality of services provided to participating municipalities. Non-member organizations are defined as those that are not named participating municipalities in this Agreement. Fees will be determined in consideration of the market rate for the given type of training offered as determined by the Fire Chiefs. Funds will be used to offset the cost of future budgetary operational expenditures and program enhancements. Clayton will provide billing and related accounting services.

6. Cooperative Training Chief Program Costs. Costs shall be divided on a per capita basis. The municipalities participating in this agreement agree to pay the Employing City a proportionate share of the operational and employment costs associated with the Training Chief based on the number of employees budgeted at the execution of this agreement and as budgeted in each city's adopted annual budget each subsequent year (number of employees for future calculations will be based on the number of employees as of July 1 of each calendar year going forward after the signing of this agreement). The Employer City shall bill each participating municipality quarterly the amounts provided for above, and the municipality shall pay the fee within 30 days of being invoiced. Capital purchases will be established through the current budget practices. Large capital purchases (in excess of \$10,000) will be amortized over a mutually agreed upon period according to the number of personnel served by the training cooperative. The training vehicle will be replaced according to the agreed upon set replacement schedule. The residual value of future retired equipment and/or vehicles will be incorporated into the BCM budget for future capital equipment purchases.

7. Additional Support Costs for Training Chief Cost sharing for administrative workspace provided will be provided by one of the participating agencies (as agreed upon by member agencies) for the Training Chief.

8. Accountability and Program Oversight. The Fire Chiefs of the participating municipalities shall provide supervision to the Training Chief and as a group shall direct the Training Chiefs projects and activities. This oversight shall include decision-making regarding allocation of the Training Chief's efforts among the municipalities in accordance with this Agreement in order to ensure that each municipality is receiving the agreed upon level of service. The Fire Chiefs shall meet and confer no less than quarterly to discuss the Training Chief's accomplishments, plan future training activities, and generally direct shared training efforts under this program.

9. Amendments. This Agreement may be amended, by written amendment and resolution of all the then Member Cities to it. Policies and procedures may be adopted and amended from time to time by unanimous recommendation of the Fire Chiefs and majority written agreement of the City Managers, provided such amendments do not conflict with the terms set forth in this Agreement.

10. Term. The term of this Amended and Restated Agreement shall be three (3) years from the Effective Date specified below ("Term"). Thereafter, the Agreement shall automatically renew for successive periods of one (1) year (each a "Renewal Term"). This Agreement may be terminated at any time by written unanimous consent of the cities that are then Member Cities to the Agreement. Any participating City may withdraw (a) during the Term by written unanimous consent of the cities that are then Member Cities to the Agreement; or (b) during a Renewal Term, by delivering written notice to the City Managers of the other Member Cities at least ninety (90) days prior to August 23. Any withdrawal shall be effective at 11:59 PM on August 23 of the year specified by the withdrawing City,.

11. Tenure of Training Chief. Should the Training Chief become unable to perform services provided for in this Agreement or if a majority of the Fire Chiefs determine that the Training Chief is failing to satisfactorily perform the services outlined under this Agreement, the participating municipalities may remove the Training Chief and suspend payment (regarding personnel cost for Training Chief) until such time that a new Training Chief can be selected.

12. Enforcement. Each member shall have the right to enforce this Agreement against any other member. If in conjunction with enforcing this Agreement legal action is necessary, a defaulting member shall pay reasonable attorney's fees as adjudicated by the court.


13. Authorization. Prior to execution of this Agreement, each participating municipality shall deliver to the other a certified copy of an ordinance authorizing the execution of this Agreement.

14. Effective Date. This Amended and Restated Agreement shall become effective at 12:01 AM, August 24, 2024. The effective date upon which any newly participating

city becomes a Member City will be that date when payment of one quarterly payment to the Employer City is made following delivery of an executed duplicate original copy of this Agreement subscribed on behalf of the new Member City to each of the current Member Cities along with a certified copy of the ordinance authorizing the execution of this Agreement .

IN WITNESS WHEREOF, the undersigned have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

CITY OF BRENTWOOD, MISSOURI

By:  7/16/24
Date:

CITY OF CLAYTON, MISSOURI

By: _____
Date:

Date
CITY OF MAPLEWOOD, MISSOURI

By: _____
Date:

CITY OF RICHMOND HEIGHTS

By: _____
Date: