

020220

Permanent Record
Filed in Clerk's Office

Introduced by Hindman

First Reading 3-2-09

Second Reading 3-16-09

Ordinance No. 020220

Council Bill No. B 60-09

AN ORDINANCE

authorizing the City Manager to execute 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 as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

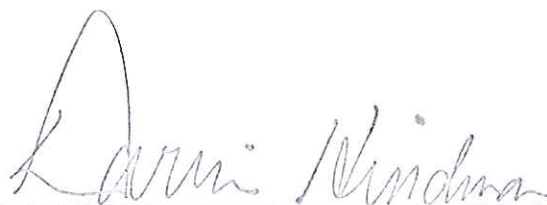
SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 16th day of March, 2009.

ATTEST:



City Clerk



Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 110-8500-590.49-90, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.



Lori B. Fleming, Director of Finance



FIRE SERVICE COOPERATIVE AGREEMENT

This agreement is entered into on March 31, 2009, between the City of Columbia, Missouri ("City") and the Boone County Fire Protection District ("Fire District").

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

3. The Fire District has historically responded to more calls for service in the City than the City has responded to calls for service in the Fire District. Accordingly, City shall compensate Fire District in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) per year for automatic aid. The first payment under this paragraph shall be made on the one year anniversary of the execution of this agreement. Subsequent annual payments shall also be made on the anniversary of the execution of this agreement. The City made 86 responses to calls for service to locations in the Fire District in 2008. The Fire District made 425 responses to calls for service to locations within the city limits in 2008. If the number of calls for service made by the Fire District to locations within the city limits or calls for service by the City into the Fire District varies by 20% or more from the response numbers as stated above, in any calendar year, either party may request that the payments under this paragraph be renegotiated.
4. City shall additionally compensate Fire District for lost revenue attributable to City annexations. The compensation shall be based solely on land annexed into the City for which annexation petitions were filed after execution of this agreement. The amount of compensation shall be determined by multiplying the assessed value of the real property at the time of its annexation into the City by the Fire District's annual operating tax rate per \$100.00 of assessed value as certified by the Fire District to the Boone County Clerk. (The tax rate shall not include any amount for payment of any future indebtedness of the Fire District.) Payments under this paragraph shall be made by the last day of each calendar year this agreement is in effect beginning in 2009.

5. Real property excluded from the Fire District because of City annexations shall be subject to the levy of taxes for payment of outstanding indebtedness of the Fire District in accordance with Sec. 321.330 RSMo.

6. City shall compensate Fire District Six Hundred Seventy-two Thousand Seven Hundred Fifty-six Dollars (\$672,756.00) as payment in full for all amounts due under the territorial agreement between the parties dated November 22, 1994 and amended on March 21, 1997. Payment of the entire amount owed under this paragraph shall be made within sixty (60) days of execution of this agreement. City acknowledges that Fire District does not owe City any amount under the territorial agreement.

JOINT MEETINGS AND REPORTS

7. 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

8. 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 work toward similar training certifications of their members without reducing any current required certifications.

CODE ENFORCEMENT

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

ANNEXATIONS AND BALLOT ISSUES

10. Fire District shall not oppose any City annexation.

11. Neither party shall oppose any election issue submitted to the voters by the other party.

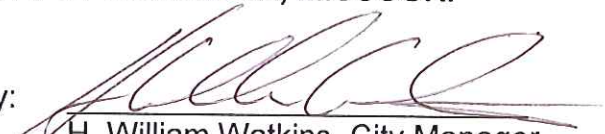
TERM

12. This agreement shall supersede the interim territorial agreement entered into between the parties on January 30, 2009 and shall be in effect from the date of its execution until midnight March 31, 2014.

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

CITY OF COLUMBIA, MISSOURI

By:


H. William Watkins, City Manager

ATTEST:



Sheela Amin, City Clerk

APPROVED AS TO FORM:


Fred Boeckmann, City Counselor

**BOONE COUNTY FIRE PROTECTION
DISTRICT**

By:


Board of Directors, Chairman

ATTEST:

Source:
Bill Watkins

TO: City Council
FROM: Bill Watkins, City Manager
DATE: February 25, 2009
RE: Fire Service Cooperation Agreement

FISCAL NOTES:

City Fiscal Impact Enter all that apply:	
\$0	City's current net FY cost.
\$0	Amount of Funds Already appropriated
\$0	Amount of budget amendment needed
\$0	Estimated 2 yr net costs:
\$350,000	One-time Operating / On-going
Program Impact:	
N	New program/ agency (Y/N)
N	Duplicates/expands an existing program (Y/N)
N	Fiscal impact on any local political subdivision (Y/N)
Resources Required:	
N	Requires add'l FTE personnel? (Y/N)
N	Requires additional facilities? (Y/N)
N	Requires additional capital equipment? (Y/N)
Mandates:	
N	Federal or state mandated? (Y/N)

EXECUTIVE SUMMARY:

The proposed agreement is a replacement for the soon to expire fire "territory" agreement with the Boone County Fire Protection District (BCFPD). The new "cooperative" agreement is for five years, is about half the cost to the city as the last year of the territory agreement, and makes the City responsible for primary fire services within the city limits, including future annexations. It also provides a frame work for closer cooperation including joint reporting and training.

DISCUSSION:

Fifteen years ago the city and BCFPD entered into a fifteen year agreement to designate fire/emergency response areas in the growing fringe of the Columbia community. The philosophy was to avoid duplication of fire resources. Payment for services was based upon the growth in assessed valuation in the respective service areas. There was some dissatisfaction voiced in some City neighborhoods to be served by BCFPD with a perception that service levels/capabilities were not equal. The agreement was scheduled to expire last January but was mutually extended for two months.

It was staff's belief that rather than just extending the territory agreement, a new and different model was needed. It is my belief that both sides felt the old agreement was no longer relevant for today's

Columbia Community. The City staff and BCFPD started discussions a year ago on what the new model would look like and how it could function. The model which was jointly agreed to was "automatic aid" whereby both Chiefs determine which stations from both City and BCFPD would respond to each location under various scenarios. These response scenarios are flexible and are to be reviewed at least twice a year. **The City will always respond to calls within the City, but in some cases may not be the first on the scene.** There are some areas in the BCFPD's service territory where the City might arrive first. There is also a provision that should the number of responses by either party change substantially; the agreement can be reopened to discuss compensation.

Staff is proposing to add a topic to explain and discuss the proposed agreement during the March 11 work session.

FISCAL IMPACT:

The proposed agreement sets the cost of the automatic aid agreement at \$350,000 annually plus an escalator for territory annexed. The cost of the current agreement was in excess of \$672,000 and was escalating at over 15% annually.

SUGGESTED COUNCIL ACTIONS:

After discussing the proposed agreement at a public work session and taking public input, should Council agree with the provisions of the draft, approve the proposed agreement prior to April 1, 2009.