

**Department: Huntsville Fire and Rescue**

**Subject:**

**Type of Action:** Choose an item.

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

Resolution No.

**Finance Information:**

**Account Number:** NA

**City Cost Amount:** NA

**Total Cost:** NA

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title – CFDA or granting Agency:** NA

**Resolution #:** NA

**Location:** NA

**Address:** NA

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

**RESOLUTION NO. 22- \_\_\_\_\_**

**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 substantially in words and figures similar to the certain document attached hereto and identified as "Agreement between the City of Huntsville and the Alabama Fire College and Personnel Standards Commission" consisting of (2) two pages and the date of October 13<sup>th</sup>, 2022 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 13<sup>th</sup> day of October, 2022.

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

**APPROVED** this the 13<sup>th</sup> day of October, 2022.

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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 13<sup>th</sup> day of [October], [2022] by and between the **Alabama Fire College and Personnel Standards Commission** ("Fire College") and [Huntsville] ("City"), an Alabama municipality, or [N/A] "Consortium of Cities (still referenced below as "City").

WHEREAS, the Fire College has agreed to utilize the premises located at [5365 Triana Boulevard, Huntsville, Alabama 35805] (the "Facility") to provide classroom space and associated facilities for training use scheduled from [August 31<sup>st</sup>], 20[22] through [August 31<sup>st</sup>], 20[27] ("term").

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). 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 Section 3 of this agreement. The Fire College must approve any and all Class instructors. Instructors for non-Tier I classes are limited to instructors of the Fire College. It shall be the responsibility of the Fire College to approve or deny any class based on scheduling or need.

**SECTION 2. EQUIPMENT.** Equipment for the Class will be provided as set forth on the Course Application. If not specifically delineated, personnel, supplies, equipment, props, and expertise shall be provided by the RTC. In the event that City agrees to provide certain Class equipment as further delineated on the Course Application, 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

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

Agreement. Except for EMS classes, the amount of such compensation to the City shall be 30% of course profit unless otherwise noted on the Course Application and agreed to by both parties. The RTC will be reimbursed for instructors provided by the RTC based on the current Fire College scale and limited to lead instructor only unless an additional instructor is approved prior to course delivery. A flat rate of \$200 will be used in calculating course profit to cover testing, certification, and proctor costs for all certification and EMS Classes. EMS Site revenue sharing shall be based on the number of students enrolled in each class and will be evaluated on a case-by-case basis.

**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).

**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. This Agreement is contingent upon the RTC hosting at least one class per calendar year. Otherwise, this Agreement shall expire at midnight on the date stated above as the end of the term.

**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: