

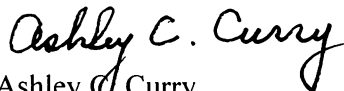
ORDINANCE NUMBER 3126

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A REGIONAL TRAINING CENTER AGREEMENT WITH THE ALABAMA FIRE COLLEGE AND PERSONNEL STANDARDS COMMISSION, THE CITIES OF HOMEWOOD, HOOVER, MOUNTAIN BROOK AND ROCKY RIDGE FIRE DISTRICT TO PROVIDE CLASSROOM SPACE AND ASSOCIATED FACILITIES FOR TRAINING USES

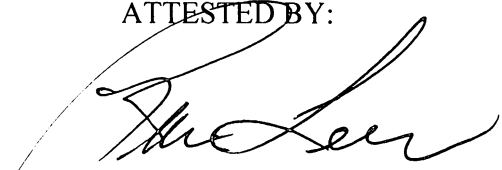
BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The Mayor and City Manager are hereby authorized to execute and deliver a Regional Training Center Agreement with the Alabama Fire College and Personnel Standards Commission, the cities of Homewood, Hoover, Mountain Brook and Rocky Ridge Fire Department; and
2. A copy of said Regional Training Center Agreement is marked as Exhibit A, attached to and incorporated into the Ordinance Number 3126 as if written fully therein; and
3. This Ordinance Number 3126 shall become effective immediately upon adoption and posting/publication of said ordinance pursuant to Alabama law.

ADOPTED and APPROVED this the 26th day of September, 2022.


Ashley C. Curry
Mayor

ATTESTED BY:


Rebecca Leavings
City Clerk

REGIONAL TRAINING CENTER AGREEMENT

This agreement ("Agreement") is hereby made and entered into on the 3rd day of August 2022 by and between the **Alabama Fire College and Personnel Standards Commission** ("Fire College") and Homewood, Hoover, Mountain Brook, and Vestavia Hills, Alabama municipalities and Rocky Ridge Fire Department, a fire district ("Cities/Fire District").

WHEREAS, the Fire College has requested and agreed to utilize the premises located at:

- Homewood: 250 Snow Drive, Homewood, Alabama 35209
- Hoover: 2020 Valleydale Road, Hoover, Alabama 35244
- Mountain Brook: 102 Tibbett Street, Mountain Brook, Alabama 35213
- Vestavia Hills: 1032 Montgomery Highway, Vestavia Hills, Alabama 35216
- Rocky Ridge: 4870 Cahaba River Road, Birmingham, Alabama 35243

(the "Facility") to provide classroom space and associated facilities for training use scheduled from October 1st, 2022 through September 30th, 2025 ("term").

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

SECTION 1. USE OF FACILITY ALLOWED; CLASS REGISTRATION, PARTICIPATION AND SCHEDULING; TUITION; INSTRUCTORS. Cities/Fire District agree 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. Cities/Fire District agree that such Class will be open to any student enrolled therein by the Fire College and will not be solely limited to City/Fire District participants, unless otherwise agreed herein. Tuition from Class participants shall be collected and shared between the parties hereto as set forth in the course application. 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 the course application. In the event that Cities/Fire District agree 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 Cities/Fire District are responsible for all maintenance of such equipment and for the safety and fitness of purpose for any equipment owned by the Cities/Fire District 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 Cities/Fire District shall be compensated for Facility space provided by the Cities/Fire District pursuant to this Agreement. The amount of such compensation shall be specifically set forth in the course application.

SECTION 4. CLASS SIGNAGE. Cities/Fire District 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 Cities/Fire District sign regulations and that each sign shall be at the expense of the Fire College. In the event that the Cities/Fire District desire 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/FIRE DISTRICT AND FIRE COLLEGE. It is agreed that individual Class participants shall release, indemnify and save Cities/Fire District and Fire College harmless from any claims made by any person, firm or corporation against Cities/Fire District 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 August 2, 2025.

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

ALABAMA FIRE COLLEGE AND PERSONNEL STANDARDS AND EDUCATION COMMISSION



By: David M. Russell

Its: Executive Director

Date:

CITIES AND FIRE DISTRICT

City of Homewood

By: _____

Its:

Date:

City of Mountain Brook

By: _____

Its:

Date:

City of Hoover

By: _____

Its:

Date:

City of Vestavia Hills

By: _____

Its:

Date:

Rocky Ridge Fire District

By: _____

Its:

Date: