DRAFT TALKING POINTS
December 10, 2008
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1. The City of Columbia and its Fire Department (City) and the Boone County Fire Protection District (BCFPD) previously entered into a 15 year Territorial Agreement which will expire in January of 2009.

2. Both the City and BCFPD recognize the mutual benefit of continuing a strong working relationship based upon the situation, today, in 2009, which has changed since the first agreement was executed.

3. The goal of both the City and BCFPD is to provide outstanding service to the businesses and residents in our jurisdictions.

4. The City is to provide primary service within the corporate limits of the City of Columbia. BCFPD will provide primary service within the jurisdictional boundaries of the Fire District.

5. The term of this agreement is five years from the date of its execution. Should there be a gap between the expiration of the current agreement and the new agreement, the old agreement will be extended on a month to month basis; however the extension shall not be greater than 2 months.

6. The Chief of the City and the Chief of BCFPD are to continue to determine automatic aid response patterns in and around the City corporate limits best served by a mutual response. The Chiefs and or their designate shall meet at least quarterly to insure these patterns are kept current. The goal of these protocols is to avoid duplication of service while considering # 3 above, while best utilizing the unique strengths of each Department.

7. The City and BCFPD will develop and hold joint training opportunities on a regular basis. This training is intended to enhance cooperative efforts and coordinate operations during automatic aid responses and other joint responses. These training events are to be scheduled at mutually beneficial times and locations.

8. The City of Columbia shall not oppose any bond issue or other operating tax levy put before the voters of the BCFPD. BCFPD shall not oppose any tax or levy for the purpose of City Fire service, capital or operating.

9. BCFPD shall not oppose any voluntary annexation into the City of Columbia.

10. The Chiefs of both Departments shall develop a joint statistical reporting system using mutually agreed upon definitions and parameters in order to track appropriate Department responses to calls for service. This system shall be completed at their earliest possible date. The Chiefs shall meet bi-monthly to review these statistics and forward a

report to City Administration and the BCFPD Board. They shall prepare and release a joint annual report on these responses to the residents of both jurisdictions at the end of the calendar year.

11. Both Departments shall work towards similar training certifications of its members. However, this shall in no way require a Department to reduce its required certifications for its members.

12. The City recognizes that it is in its interest for BCFPD to remain financially healthy but that it is unfair for City taxpayers to unduly subsidize Fire services for tax payers outside the City of Columbia. Furthermore, the City recognizes that as it annexes areas into the city, it reduces tax revenues going to BCFPD. Therefore, the City shall pay to the BCFPD the sum of $400,000 annually for automatic aid assistance, the first payment shall be remitted within 30 days of the execution of this agreement; with payments payable on the next four anniversary dates of the execution of this agreement. In addition, the City shall annually pay to the District, for a period of five years, the equivalent of all revenues BCFPD would have received from any operating levy from areas annexed into the City of Columbia following the execution of this agreement.

13. Any payment due from the City to BCFPD for the final year of the previous agreement shall be forgiven by BCFPD.

14. Any levy approved by BCFPD voters for capital bonds, shall continue to be paid on property that was in the District's jurisdiction at the time of the levy election, regardless of it being annexed to the City of Columbia, until such time as the bonds are paid off.

15. Both the City and BCFPD shall enforce it fire and other regulations within its respective jurisdictional boundaries. It shall be the goal of the two Departments to work towards uniform code provisions for urban areas.

16. Both Chiefs shall meet on a regular basis to review operating issues which may arise and to explore opportunities for areas of mutual cooperation. A written report of these meeting shall be provided to the BCFPD Board of the Directors and the City Manager.

17. Representatives of both parties shall review the compensation specified in this contract and if so justified by the service response levels, may adjust upon mutual consent, the compensation provided for in this agreement.