

AN ORDINANCE APPROVING AN AGREEMENT WITH THE CITY OF LEE'S SUMMIT FOR FIRE TRAINING

WHEREAS, Section 70.220, RSMo provides that any city may contract with any political subdivision or state agency regarding public facilities or improvements, or for a common service; and

WHEREAS, Section 70.230, RSMo authorizes a city to exercise the power conferred by Section 70.220 by ordinance duly enacted.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF GREENWOOD, MISSOURI, AS FOLLOWS:

That the Board of Aldermen of the City of Greenwood hereby approves the Intergovernmental Agreement for fire training with the City of Lee's Summit, a copy of which is attached hereto in its substantial form, and also authorizes the Mayor to sign for and execute the agreement on the City's behalf. The Mayor, City Clerk, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

PASSED THIS 9th DAY OF NOVEMBER, 2016, BY THE BOARD OF ALDERMEN OF THE CITY OF GREENWOOD, MISSOURI.

Alderman	Vote			
	Aye	Nay	Abstain	Absent
Cover	✓			
Harrell	✓			
Muchmore	✓			
Thatcher	✓			
Weaver (in case of tie)				

APPROVED THIS 9th DAY OF NOVEMBER, 2016 AS ORDINANCE NO. 2016-2917.


Levi Weaver, Mayor

ATTEST:


Dorothy Watkins, City Clerk

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF LEE'S SUMMIT, MISSOURI
AND
THE CITY OF GREENWOOD, MISSOURI**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this _____ day of _____, 2016, by and between THE CITY OF LEE'S SUMMIT, MISSOURI, a Missouri Charter City organized and operating under the laws of the State of Missouri (hereinafter "City of Lee's Summit"), and THE CITY OF GREENWOOD, MISSOURI, a Missouri Fourth Class City (hereinafter "City of Greenwood").

WHEREAS, the City of Lee's Summit Fire Department (hereinafter "Lee's Summit Fire Department") provides fire suppression and protection services to the City of Lee's Summit and provides similar services to the City of Greenwood through an annually renewable Fire Protection and Ambulance Services Agreement; and

WHEREAS, in order to provide such services the Lee's Summit Fire Department conducts training exercises to train Fire Department employees in firefighting skills and continually looks for opportunities to train in buildings typical to the buildings they respond to such as single family residences to enhance and improve the firefighter's ability to make both communities safe; and

WHEREAS, the City of Greenwood is the owner a parcel of land upon which a residential home is designated for demolition. The residence is located at 2202 W. Main St., Greenwood, Missouri 64034 and the City of Greenwood desires to offer the use of the property to the Lee's Summit Fire Department for firefighter training prior to demolition; and

WHEREAS, the Parties desire to enter into an agreement that outlines the commitments and considerations to be provided by each for the use of the property for fire training by the Lee's Summit Fire Department prior to demolition of the building by the City of Greenwood.

NOW THEREFORE, in consideration of the mutual promises and covenants and conditions herein set forth, it is agreed by the Parties as follows:

**ARTICLE ONE: COMMITMENTS AND CONSIDERATIONS TO BE PROVIDED BY CITY OF
GREENWOOD, MISSOURI**

1. The City of Greenwood acknowledges and represents that it has sole legal title to the property commonly known as 2202 W. Main St. Greenwood, Missouri 64034 (hereinafter "Property") and intends to demolish the single family residence located on the property and has further entered into a contract with Midland Wrecking, Inc. for demolition.
2. Prior to demolition, the City of Greenwood is granting use of the Property, including the residential building located on the property, to the Lee's Summit Fire Department for fire training exercises.

3. The City of Greenwood acknowledges that use of the Property by the Lee's Summit Fire Department will necessarily cause damage to the Property, and hereby expressly releases the City of Lee's Summit, its officials (including elected officials), agents, employees, predecessors, successors, supervisors, insurers, contractors, attorneys and subdivisions from the responsibility for any damage to the Property that may occur as a result of the fire training exercises, including damages or destruction of real property, personal property, equipment, mobile or stationary, passenger or commercial vehicles, lawn turf, shrubbery, trees, or out buildings that may be located on the property during the training exercises.
4. The City of Greenwood will remove all items of value or items intended to be salvaged from the Property prior to the commencement of the fire training exercises.
5. Prior to granting access to the Lee's Summit Fire Department for training, the City of Greenwood will have the Property inspected for asbestos, lead, mold and PCB by a certified inspector. A copy of the report will be provided to the City of Lee's Summit. If abatement of any hazardous substance is recommended, the abatement must be completed to the satisfaction of the certified inspector prior to the commencement of training.
6. The City of Greenwood will disconnect all utilities and tanks including natural gas, electricity, water, sewer, on-site propane or other fuel tanks prior to commencement of the training.
7. The City of Greenwood hereby releases the City of Lee's Summit, its officials (including elected officials), agents, employees, predecessors, successors, supervisors, insurers, contractors, attorneys and subdivisions from any and all real or possible losses, claims, actions, judgments for damages, expenses, harm or injury to persons or property incurred in relation to the fire training not attributable to the tortious or intentional conduct of the City of Lee's Summit, regardless of the manner by which such claim may be brought.
8. The City of Greenwood reserves the right to order that fire training exercises at the Property cease for a period of time as it may determine necessary.
9. The City of Greenwood will demolish the building on the Property within seventy two (72) hours following the completion of the training by the Lee's Summit Fire Department or as soon as feasible thereafter and does hereby acknowledge and assume any and all liability that may occur following completion of the training session.

**ARTICLE TWO: COMMITMENTS AND CONSIDERATIONS TO BE PROVIDED BY CITY OF LEE'S
SUMMIT, MISSOURI**

1. The City of Lee's Summit by and through the Lee's Summit Fire Department will conduct destructive fire training exercises at the Property that includes, but is not limited to, the following activities: hose line drills, search and rescue drills, ladder use training, filling the structure with theatrical smoke, cutting holes in the roof, walls and floors, prying open doors, and breaking windows. The Lee's Summit Fire Department will not use live fire during the training.

2. The City of Lee's Summit agrees to comply with all applicable policies on training as adopted by the Lee's Summit Fire Department and all federal, state, and local laws.
3. The City of Lee's Summit acknowledges that conducting and participating in firefighting training exercises is inherently dangerous and carries with it certain risks, including injury to persons that range from minor to life-threatening or even death. The City of Lee's Summit agrees to release and discharge the City of Greenwood of and from all liability for any and all actions, claims, demands, losses or damages as a result of injury to Lee's Summit Fire Fighters or Lee's Summit property, including death, whether caused by the negligence or other acts or omissions of the City of Lee's Summit in any way resulting either directly or indirectly from the Lee's Summit Fire Department fire training.
4. The City of Lee's Summit will secure the Property at the conclusion of the training session. If fire training occurs over a multiple day period, the City of Lee's Summit will resecure the property at the conclusion of each days training session and conduct a walk-through safety inspection of the property prior to the beginning of the next training session. Securing the Property will include boarding up windows that were breached during the training exercise and securing external doors.
5. The City of Lee's Summit will conduct a mold analysis sampling of the Property prior to commencement of the training to determine whether the zones of operation of the training exercises should be limited to certain portion of the Property.

ARTICLE THREE: MUTUAL AGREEMENTS OF THE PARTIES

1. Lee's Summit certifies that it carries general commercial liability, property and Worker's Compensation insurance as appropriate and agrees to provide valid Certificates of Insurance to Greenwood to evidence said insurance coverage as applicable to the activities to be undertaken in this Agreement.
2. Greenwood certifies that it carries general commercial liability, property and Worker's Compensation insurance as appropriate and agrees to provide valid Certificates of Insurance to Lee's Summit to evidence said insurance coverage as applicable to the activities to be undertaken in this Agreement.
3. This Agreement shall be in full force and effect for a period of four (4) months from the date of the Agreement. Irrespective thereof, the City of Greenwood's demolition of the building on the Property will terminate this Agreement. The City of Greenwood will give notice to the City of Lee's Summit of the scheduled demolition date and date, if different, that the City of Lee's Summit will no longer have permission to train at the Property.
4. All notices provided under this Agreement shall be in writing shall be served by United States mail, postage prepaid, and addressed as hereinafter specified.

If to the City of Lee's Summit:
Rick Poeschl, Fire Chief

City of Lee's Summit, Fire Department
207 S.E. Douglas
Lee's Summit, MO 64063

If to the City of Greenwood:

709 W. Main St.
Greenwood, MO 64034

5. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
6. This Agreement shall be interpreted under the laws of the State of Missouri without regard to any conflict of laws provision. Any litigation under this Agreement shall be resolved in the circuit court of Jackson County, State of Missouri.

IN WITNESS WHEREOF, the parties hereto have made and executed this Intergovernmental Agreement as of the day and year first above written.

City of Lee's Summit, Missouri

Randall L. Rhoads
Mayor

Date


ATTEST:

Office of the City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

City of Greenwood, Missouri


By: Ken Lawson
Title: Mayor of Greenwood

11-9-16
Date