



## Fire Department

**DATE:** April 9, 2024

**FROM:** Joel Boespflug, Fire Chief

**ITEM:** Approve Memorandum of Understanding with ND Firefighter's Association.

**REQUEST:**

Approve MOU with ND Firefighter's Association

**BACKGROUND INFORMATION:**

The MOU will provide a partnership with the City of Bismarck for the use of the Fire Department Training Complex for local, regional and state training.

**RECOMMENDED CITY COMMISSION ACTION:**

Approve MOU

**STAFF CONTACT INFORMATION:**

Joel Boespflug, Fire Chief, 701-355-1423, [jboespflug@bismarcknd.gov](mailto:jboespflug@bismarcknd.gov)

**ATTACHMENTS:**

1. NDFA BFD MOU

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE NORTH DAKOTA FIREFIGHTER'S ASSOCIATION  
AND BISMARCK FIRE DEPARTMENT**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the North Dakota Firefighter's Association, whose address is 1502 Grumman Ln, Suite 2 Bismarck, ND 58504, and the City of Bismarck - Bismarck Fire Department, whose address is 1020 E. Central Ave. Bismarck, ND 58501.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which Regional Firefighter Training Schools and Test Sites will be established and operated.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of North Dakota Firefighter's Association.**

- a. Schedule school(s) and/or test site(s) at each location no later than 45 days prior to each event.
- b. Provide certified instructors and/or evaluators for each class and/or skill station selected.
- c. Provide any needed equipment to conduct training evolutions and/or skills testing as much as feasible.
- d. Cover personnel, fuel, damage, and incidental costs incurred by the host city/department while hosting a regional school and/or test site.
- e. Provide liability insurance relieving the host city/department of this concern.

5. **Responsibilities of Bismarck Fire Department.**

- a. Approve regional school/test site schedule no later than 30 days prior to each event.
- b. Provide engine and approved operator for entire training session and/or skill test as needed when given sufficient prior notice. The department may reassign the engine and operator should an imminent need occur.
- c. Provide available equipment to conduct training sessions and/or skills testing as requested by North Dakota Firefighter's Association when given sufficient prior notice.
- d. Provide appropriate location for conducting training sessions and/or skills testing such as fire training tower, burn building, classroom, restroom access, etc. to include space enough for props and rehab. Location should also allow for adequate run-off of applied water and firefighting foam. Firefighting foam that potentially contains PFAS shall not be used in any instance.
- e. Grant North Dakota Firefighter's Association reasonable access to location prior to start of training sessions and/or skills testing for set-up and teardown of props and skill stations.

**6. General Provisions**

**A. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of North Dakota. The courts of the State of North Dakota shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Burleigh County, South Central Judicial District, North Dakota.

**B. Entirety of Agreement.** This MOU, consisting of three (3) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**C. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**D. Sovereign Immunity.** The North Dakota Firefighter's Association and the Bismarck Fire Department and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

**E. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only party's signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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7. **Signatures.** In witness, whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**North Dakota Firefighter’s Association**

\_\_\_\_\_  
[Signature] Date

\_\_\_\_\_  
[Print Name and Title] Date

**City of Bismarck**

\_\_\_\_\_  
[Signature] Date

\_\_\_\_\_  
Michael T. Schmitz, President City Commission Date