

AGREEMENT FOR FIRE SERVICE MUTUAL AID

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between **THE CITY OF KANSAS CITY, MISSOURI**, a municipal corporation and **THE RAYTOWN FIRE PROTECTION DISTRICT**, a fire protection district.

WHEREAS, the law of Missouri permits Mutual Aid Agreements between Municipal Fire Departments, Fire Protection Districts and Fire Protection Associations; and

WHEREAS, the law of Missouri permits Municipal Fire Departments and Fire Protection Districts to enter into contracts to provide mutual aid regarding emergency services; and

WHEREAS, the parties hereto are governmental entities and fire service organizations qualified under the law to secure for their respective geographical areas the benefits of mutual aid with each other in fire service equipment, personnel and other resources for the protection of life and property at the time of significant emergencies such as fires, emergency medical incidents, rescue incidents, hazardous material occurrences and natural disasters or at the time emergency services are requested under certain circumstances; and

WHEREAS, there might arise in one of said fire service organization's jurisdiction an emergency of such proportion, or under such circumstances, as to require the assistance of other parties in controlling or managing such significant emergency; and

WHEREAS, there might arise in one of said fire service organization's jurisdiction an emergency requiring emergency services to which either the other fire service organization can make a more timely response or the fire service organization requires assistance in fulfilling its assigned coverage responsibilities as a result of a significant reduction of resources due to an on-going emergency response; and

WHEREAS, the parties hereto desire an agreement to provide assistance to each other at the time of significant emergencies and to provide assistance to each other at the time emergency services are requested under certain circumstances or to provide automatic aid to each other; therefore

IT IS MUTUALLY AGREED, for and in consideration of the mutual agreements between the parties hereto, that:

1. Upon request for mutual aid assistance the requested fire service organization will send units, equipment, personnel and other resources to any point within the requesting fire service organization fire service

jurisdiction; provided, however, that response is to be given only when the fire department called on for mutual aid, in the judgment of its fire chief, or such chief's designee, can reasonably furnish such assistance without unreasonably imperiling the safety of the citizens served by the fire service organization called upon for mutual aid.

2. The parties agree not to call for mutual aid unless significant emergency circumstances exist wherein the requesting party's resources have been significantly reduced by emergency responses. The parties do not enter into this Agreement for the purpose of a reduction of staffing by either party.
3. In addition to the assistance provided pursuant to this Agreement for significant emergencies, the parties agree to provide automatic aid to each other as follows:
 - a. The Kansas City Fire Department (KCFD) will be the primary dispatch center for the Raytown Fire Protection District (RFPD). The dispatch service will include dispatching all non-ambulance calls received for service in the RFPD jurisdiction. Calls for service shall be dispatched by KCFD utilizing the existing radio and computer technology of the KCFD computer aided dispatch system. The KCFD dispatch system will send the closest KCFD or RFPD fire suppression unit or units to a call within the KCFD or RFPD jurisdiction regardless of the parties' jurisdictional boundary lines. There will be no service charge for KCFD providing dispatch services to RFPD unless agreed to in writing by the parties.
 - b. KCFD will respond to the RFPD on an automatic basis to provide hazardous materials response, technical rescue, rapid intervention capability and backup units for structure fires.
 - c. When a party responds with a company to a call in the other party's jurisdiction such company will have a minimum staffing of four personnel and any responding battalion chief unit will have a minimum staffing of two personnel. When RFPD responds to a call in the KCFD jurisdiction such response will be with, if available, an RFPD company capable of providing advanced life support.
4. The incident commander in charge of a response shall be the sole judge of how much assistance can be furnished under the circumstances of each particular case. It is agreed that the parties shall not be liable in any way to the other, or to its inhabitants, or to any other person, firm or corporation for any failure to give requested assistance.

5. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
 - a. Any request for mutual aid shall include either a statement of the significant emergency circumstances and the requested resources and shall specify the location for response or a statement of the circumstances allowing the mutual assistance provided for by this Agreement.
 - b. The parties agree to operate and coordinate the emergency incident within the organizational framework of the Emergency Incident Command System as adopted by the Heart of America Metro Fire Chiefs Council.
 - c. The responding operational departments shall be under the immediate supervision of the person designated by the responding department.
 - d. A responding department shall be released by the department that requested mutual aid when, in the judgment of the incident commander, the services of the responding department are no longer required.
 - e. Each party owes its primary allegiance and fire services to its own citizens. Therefore, a responding party's units and resources may be recalled by its fire chief, or such chief's designee, if, in that officer's opinion, a significant need exists for the responding party to render services within its own jurisdiction.
6. Except for reimbursement for consumables as set forth in Section 7 or a written agreement to pay a dispatch service charge as set forth in section 3, each party in consideration of the mutual covenants herein does waive any and all claims against the other party for damages or compensation for loss, damage, personal injury, death, or any other claim arising as a consequence of performance of services pursuant to the terms of this Agreement and neither party to this Agreement shall be under any obligation to reimburse the other party for any costs or services incurred pursuant to either the rendering or the acceptance of equipment or staffing pursuant to the terms of this Agreement.
7. The responding party shall be reimbursed by the requesting party for consumables utilized at the significant emergency site.

8. It is recognized that the interests herein are mutual. This Agreement is entered into for the common good of the general public of the parties and for strictly governmental purposes.
9. This Agreement will automatically renew annually on the date that is one year from the date upon which it was entered into or one year from the date of the most recent renewal unless written notice of termination is mailed or delivered to the other party at least one hundred and twenty (120) days prior to the annual renewal date. A party may cancel this Agreement at any time, provided at least a one hundred and twenty (120) day advance written notice is mailed or delivered to the other party.
10. The parties may elect to amend or specify additional provisions by adding a mutually agreed upon written addendum to this Agreement.
11. The parties may review the provisions of this Agreement every ninety (90) days to determine whether to negotiate an amendment to such Agreement.

IN WITNESS WHEREOF, the parties have executed four (4) counterparts of this Agreement on the date this Agreement is made and entered into as recorded above.

THE CITY OF KANSAS CITY, MISSOURI

By: _____

Paul Berardi
Fire Chief

Attest: _____

Secretary

Approved as to form and legality: _____

Alan Holtkamp
Assistant City Attorney

THE RAYTOWN FIRE PROTECTION DISTRICT

By: _____

Rick Mawhirter
Fire Chief

Attest: _____

Secretary

Approved as to form and legality: _____

Roger Odneal
Attorney at Law