

CONTRACT FOR MUTUAL FIRE SERVICE ASSISTANCE

This contract is made and entered into on the ____ day of _____, 2022, between the JOHNSON COUNTY FIRE PROTECTION DISTRICT and the CITY OF WARRENSBURG.

WHEREAS, each of the parties, in order to provide enhanced fire protection within their respective jurisdictional areas, desires to enter into an automatic mutual-aid assistance agreement with the other: and

WHEREAS, each of the parties are empowered by proper authority to enter into such an agreement with the other under the provisions of Section 70.220RSMo and Section 320.090 RSMo:

NOW, THEREFORE, in consideration of their mutual covenants below stated to be performed by the respective parties, and pursuant to Sections 70.220 RSMo and Section 320.090 RSMo it is agreed between said parties as follows:

The parties hereto agree to render automatic mutual aid to each other in the event of fire, requiring resources beyond those available to the party within whose jurisdiction the has occurred.

In the event of a confirmed structure fire in either party's jurisdiction the other party will automatically be notified by dispatch of the confirmed structure fire pursuant to mutually agreed to protocols and will initiate a response of apparatus and personnel as deemed necessary. The non-jurisdictional party shall provide equipment and personnel, to the extent available and not required for coverage within that party's jurisdiction.

Final approving authority for an automatic mutual aid response shall reside in the responding party's Fire Chief, or in their absence the ranking commanding officer of the Department/District, or their superiors, as to whether any part of that party's equipment and personnel can be safely spared from its location so as to respond to the mutual-aid call of the other.

In no event shall either party, by reason of concurrent utilization of equipment and personnel within its own jurisdictional area, be obligated hereby to forfeit its responsibilities within its own jurisdictional area.

During any automatic mutual aid response, the personnel and equipment of the non-jurisdictional party shall be under the supervision and control of that party's ranking officer on scene, who shall coordinate response to the incident with the ranking officer of the jurisdictional party on scene.

In the event of damage to the fire equipment of either party while responding to the call of the other, that expense as well as any other expense incurred in responding shall be borne by the party owning and operating such equipment.

The Fire Chiefs representing the parties shall establish rules as the consider necessary to the effective operation of this plan of mutual assistance.

This Agreement shall continue its annual term from the ____ day of _____, 2022, to December 31, 2022 without interruption; and after it shall automatically renew on January 1 for successive one year terms unless either party provides written notice of termination sixty days in advance.

Either party may terminate this Agreement in its entirety without cause upon sixty (60) days written notice to the other party.

All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to”

Johnson County Fire Protection District, 122 W. Young Ave., Warrensburg, MO 64093.

City of Warrensburg, 102 S. Holden Street, Warrensburg, MO 64093.

Date of delivery of the Notice shall be the date falling on the second full day after the date of mailing.

Executed the year and date first above written.

Johnson County Fire Protection District

By _____

Johnson County Fire Protection District, Board of Directors

Attest:

Mackenzie Schuette, Secretary

City of Warrensburg

By _____

Danielle Dulin, City Manager

Attest:

Jodi Schneider, City Clerk