Coffeyville
Fire Department

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September 20, 2012

Independence Fire has requested that we sign and return a written Mutual Aid agreement. Mutual Aid is necessary in instances where the local resources are not adequate to mitigate an incident. In my 26 years of service with the Fire Department, we have always helped each other under the mutual aid agreement, whether it be written or verbal. In fact, when we had the downtown fire, we requested Independence respond with their aerial and they did. Periodically entities like to renew their Aid agreements and I see this as a benefit to both cities and recommend we re-enter into this written agreement.

Respectully,

James Grimmett, Fire Chief

RESOLUTION NO. R-12-92

A RESOLUTION TO EXECUTE A MUTUAL AID AGREEMENT BETWEEN THE COFFEYVILLE FIRE DEPARTMENT AND THE INDEPENDENCE FIRE DEPARTMENT.

WHEREAS, the City of Coffeyville Fire Department and the City of Independence Fire Department assist each other during various situations; and

WHEREAS, the Coffeyville Fire Department and Independence Fire Department wish to establish a mutual aid agreement;

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be authorized to execute a Mutual Aid Agreement between the Coffeyville Fire Department and Independence Fire Department.

Adopted this 25th day of September 2012.

_____
David George, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

MUTUAL AID AGREEMENT

This agreement is entered into between the City Of Independence, Ks. and the City Of Coffeyville, Ks.

This agreement is entered into under the authority of KSA Statute 12-16, 117.

1. Each of the parties owns and maintains equipment for the suppression of fires and for the supplying of emergency medical services. Each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services.
2. In the event of a major fire, disaster, or other emergency, each of the parties will need the assistance of the other party to provide supplemental fire suppression and emergency medical service equipment and personnel.
3. Each of the parties has the necessary equipment and personnel to enable it to provide such service to the other party in the event of such an emergency.
4. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to the other.

The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

1. Request for Assistance. The commanding officer of the fire department or the officer in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.
2. Response to Request. Upon receipt of such a request, the commanding officer of the party receiving the request shall immediately take the following action:
    a. Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.
    b. Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
    c. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
    d. In the event the needed equipment and personnel are not available, to immediately advise the requesting party of such fact.
3. Command Responsibility at Emergency Scene. The chief officer or senior officer of the party to which the response is made shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve;

provided, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.

4. Termination of Service. The equipment and personnel of the responding party shall be released from service and returned to the responding district by the commanding officer in charge of the operations as soon as conditions may warrant.
5. Liability. Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this agreement.
6. Insurance. Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.
7. Compensation. Each party agrees that it will not seek compensation for services rendered under this agreement from the other party.in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.
8. Pre-Emergency Planning. The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, and the number of personnel that should be dispatched under such circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.
9. Non-Exclusive Agreement. The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.
10. Termination. This agreement may be terminated by either party giving to the other party a thirty (30) day notice of termination in writing.

DATED: _____

City Of Independence Ks. Fire/EMS

BY: _____
Fire Chief

City Of Coffeyville Ks. Fire Department

BY: James H. Brummett
Fire Chief

City Of Independence Ks. Fire/EMS

BY: _____
City Manager

City Of Coffeyville Ks. Fire Department

BY: _____
City Manager