CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	March 21, 2014	
RESOLUTION OR ORDINANCE NUMBER	R-14-24	
AGENDA TITLE	**Automatic Aid Agreement**	
REQUESTING DEPARTMENT	Fire Department	
PRESENTER	James Grimmett	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	**N/A**
	Balance Available	**N/A**
	New Appropriation Required:	[ ] Yes [x] No
PURPOSE	To approve the renewal of an Automatic Aid Agreement with South Coffeyville Fire.	
BACKGROUND	We entered into an Automatic Aid agreement with South Coffeyville in 2009. When the Coffeyville Fire Department is dispatched to a structure fire within the city boundaries, South Coffeyville is automatically dispatched also. They always staff the responding engine with a minimum of 4 firefighters. The agreement also benefits South Coffeyville because we are automatically dispatched when a structure fire occurs in their jurisdiction. Typically our first response would be with 3 firefighters. There is a cost to backfill our station to maintain a minimum staffing level of 5, however I view this cost as minimal.	

SPECIAL NOTES	
ANALYSIS	This agreement allows us to have more firefighters (9-10) responding to fires on a 1st alarm. The agreement is to renew annually unless either party gives 14 day notice.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	I recommend renewing the Automatic Aid Agreement with South Coffeyville.
REFERENCE DOCUMENTS ATTACHED	Agreement

RESOLUTION NO. R-14-24

A RESOLUTION TO EXECUTE AN AUTOMATIC AID AGREEMENT BETWEEN THE COFFEYVILLE FIRE DEPARTMENT AND THE SOUTH COFFEYVILLE FIRE DEPARTMENT.

WHEREAS, the City of Coffeyville and the City of South Coffeyville both operate Fire Departments; and

WHEREAS, the fire departments wish to establish an automatic 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 an Automatic Aid Agreement between the Coffeyville Fire Department and the South Coffeyville Fire Department.

Adopted this 25th day of March 2014.

_____
David George, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

AUTOMATIC AID AGREEMENT BETWEEN COFFEYVILLE FIRE DEPARTMENT AND SOUTH COFFEYVILLE FIRE DEPARTMENT

This Automatic Aid Agreement ("Agreement") is entered into between the Coffeyville Fire Department of Coffeyville, Kansas, and the South Coffeyville Fire Department of South Coffeyville, Oklahoma.

SECTION 1 - PURPOSE

The purpose of this Agreement is to establish the terms and conditions by which either party may request Aid and Assistance from the other party in responding to an Incident, which may exceed the resources available to the Provider within its territorial jurisdiction.

SECTION 2 - DEFINITIONS

A. "Aid and Assistance" shall include personnel, equipment, facilities, services, supplies, and other resources normally associated with fire-fighting activities.
B. "Authorized Representative" shall be the person or position (such as the Captain on duty) designated by each party to administer the terms of the Agreement.
C. "Incident" shall mean an emergency situation within the Recipient's territorial jurisdiction for which Aid and Assistance is requested.
D. "Provider" means a party to this Agreement that has furnished Aid and Assistance to the Recipient.
E. "Recipient" means a party to this Agreement receiving Aid and Assistance from the Provider.
F. "Structure Fire" shall mean an active fire involving a permanent building, residence, or other attached structure.

SECTION 3 - OBLIGATIONS OF THE PARTIES

A. Provision of Aid and Assistance - It is mutually understood and agreed that each party's foremost responsibility is to its own citizens and responding to emergency situations in each party's own respective territorial jurisdiction. This Agreement shall not be construed to impose an absolute obligation on either party to provide Aid and Assistance. Accordingly, when Aid and Assistance have been requested or are triggered under the provisions of this Agreement, a party may deem itself unavailable to respond and shall so inform the party making the request.
B. Procedures for requesting Aid and Assistance –
   1. Incidents - A request for Aid and Assistance in relation to an Incident shall be initiated by the Recipient's Authorized Representative to the Provider's Authorized Representative. Such request must indicate that it is made pursuant to this Agreement and shall contain sufficient information to allow

the Provider's Authorized Representative to determine the extent of Aid and Assistance required for the particular Incident. Such request may be made direct, or through Coffeyville dispatch.

2. Structure Fires – Subject to the provision of 3.A. above, the Provider shall automatically respond to any Structure Fire located within the Recipient's territorial jurisdiction. All responses to Structure fires shall be routed through Coffeyville dispatch.

C. Unified Incident Command System – The parties agree that the Recipient shall coordinate and utilize a standard ICS, to the greatest extent possible, for an emergency requiring mutual aid assistance under this Agreement. Recipient ICS shall be consistent with the concepts and principles of the National Incident Command System (NIMS) developed by the U.S. Department of Homeland Security.

D. Supervision and Control – The parties agree that Provider's personnel, equipment and resources will be under the operational control of Recipient. Direct supervision and control of personnel, equipment and resources shall remain with Provider's designated supervisory personnel and Recipient shall advise Provider's supervisory personnel of the work task's to be assigned to Provider's personnel.

SECTION 4 - REIMBURSEMENT

It is mutually agreed that no reimbursement will be requested or made for services rendered pursuant to the terms of this Agreement.

SECTION 5 - PROVIDER'S EMPLOYEES

A. Right and Privileges – Whenever Provider's employees are rendering Aid and Assistance pursuant to this Agreement, such employees shall remain the responsibility of the Provider and retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within Provider's own territorial jurisdiction.

B. Workers' Compensation – Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the periods of time such employees are engaged in the rendering of Aid and Assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees.

SECTION 6 - NONDISCRIMINATION

The parties to this Agreement shall comply with all applicable local, state and federal laws and regulations regarding employment and shall not discriminate against any employee or applicant for employment on account of race, creed, color, sex, national origin, disability or other protected class.

SECTION 7 - HOLD HARMLESS

To the fullest extent permitted by law, each party (as Indemnitor) agrees to protect, defend, indemnify, and hold the other party (as Indemnitee), and its officers, commissioners, employees, representatives, insurers and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action, of every kind, in connection with or arising out of Indemnitor's negligence, act, errors and/or omissions. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

SECTION 8 - AMENDENTS

This Agreement may be modified at any time upon the mutual written consent of the parties.

SECTION 9 - DURATION OF AGREEMENT

This Agreement shall commence as of March 10, 2014 and end on June 30, 2015; provided (a) the Agreement shall automatically renew for successive periods of one (1) year, commencing on July 1 and ending on June 30, unless either party gives notice of intent not to renew at least fourteen (14) days prior to the renewal period; and (b) either party may terminate this Agreement upon thirty (30) days written notice to the other.

SECTION 10 - HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION 11 - SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be in invalid, such judgment shall not affect, impair, or invalidate the remaining terms of the Agreement. In the event that the parties to this Agreement have entered into other aid and assistance agreements, those parties agree that, to the extent a request for Aid and Assistance is made pursuant to this Agreement, those other aid and assistance agreements are superseded by this Agreement.

Approved this _____ day of March 2014.

CITY OF COFFEYVILLE	CITY OF SOUTH COFFEYVILLE
_____	_____
David George, Mayor	
ATTEST:	
_____	_____
Cindy Price, City Clerk	