



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 27, 2020

Department Safety & Code Enforcement

Director Approval *David Cowan*

AGENDA ITEM Mutual Aid Agreement with Montgomery County Rural Fire District

SUMMARY RECOMMENDATION City staff recommends approving the mutual aid agreement with Montgomery County Rural Fire District

BACKGROUND The City of Independence Fire-EMS has been working with District Fire Chief Rick Whitson to develop a mutual aid agreement.

A structure fire doubles in size every minute and comparatively a grass fire, with ample fuel, can double in size every 15 seconds. It is critical to have a quick response and manpower at a fire scene. Initially, in the early stages of these talks, Montgomery County was willing to find us a grass vehicle to not only assist us in the City with the response to grass and brush fires but to offer assistance to them. However, we can now provide the pickup and we are working together to purchase the tank insert to provide this critical piece of equipment that will benefit both the City and our County partners.

The mutual aid agreement provides both departments with resources that can immediately assist each of us with manpower, water supplies, aerial operations, and rescue responses at fire scenes and rescues.

Shawn and I appreciate the close working relationship with District Chief Whitson, local Rural Fire Chief Bill Caflisch, the Elk City Fire Department and other local fire department partners. This working relationship is a critical element in providing a quick and effective response for the protection of all of our citizens in Montgomery County.

BUDGET IMPACT The budget impact is overtime during mutual aid.

SUGGESTED MOTION I move to approve the mutual aid agreement with the Board of County Commissioners of Montgomery County on behalf of the Montgomery County Rural Fire District.

SUPPORTING DOCUMENTS Mutual Aid Agreement

MUTUAL AID AGREEMENT

This Agreement is entered into by and between the **City of Independence, Kansas**, on behalf of the **Independence Fire/EMS Department**, hereafter IFD, and the **Board of County Commissioners of Montgomery County, Kansas**, on behalf of the **Montgomery County Rural Fire District**, hereafter RFD.

Whereas, pursuant to the authority granted in K.S.A. 80-1501 and 80-1502, the parties wish to enter into an agreement so that IFD and RFD may provide mutual aid to each other in times of emergencies including, but not limited to, fires, water rescues, extrications, or other situations threatening the life or safety of residents of Montgomery County, Kansas.

Now Therefore, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree to the following:

1. **Definitions.** For purposes of this agreement, the following terms shall have the following definitions:

a. "Aid and Assistance" shall include personnel, equipment, facilities, services, supplies, and other resources normally associated with emergency responses.

b. "Authorized Representative" shall be the person or position designated by each party to administer the terms of this agreement.

c. "Incident" shall mean an emergency situation within the territorial jurisdiction of either party for which aid and assistance is required.

d. "Provider" shall mean a party to this agreement that is furnishing aid and assistance to the Recipient.

e. "Recipient" shall mean a party to this agreement which is receiving aid and assistance from the Provider.

f. “Structure Fire” shall mean an active fire involving a permanent building, residence, or other attached structure.

g. “Extrication” shall mean any emergency requiring extrication of an occupant from a vehicle, industrial machinery, or a structure.

h. “Water Rescue” shall mean any emergency situation reported to have a possible victim in the water or surrounded by water who is in need of assistance.

2. **Mutual Aid Request.** Either party may request aid and assistance from the other party in responding to an incident. It is understood and agreed that the Provider’s foremost responsibility is to its own citizens and responding to emergency situation in Provider’s own territorial jurisdiction. This agreement shall not be construed so as to impose an absolute duty or obligation to provide aid and assistance. Accordingly, when aid and assistance has been requested by the Recipient, a Provider may determine that it is unavailable to respond because of circumstances then existing and shall inform the Recipient of such.

3. **Designation of Authorized Representatives.** For purposes of this agreement, the following persons or positions are designated authorized representatives:

a. IFD – Director of Public Safety or Fire Chief

b. RFD – District Fire Chief

4. **Aid and Assistance for Incidents.** A request for aid and assistance for an incident shall be initiated by the Recipient’s authorized representative who shall make such request to the Provider’s authorized representative. All requests to IFD for aid and assistance shall be made through the Independence 9-1-1 dispatch center. Such a request for aid and assistance shall contain sufficient information to allow the Provider’s

authorized representative to determine the extent of aid and assistance required for the particular incident.

4. **Aid and Assistance for Structure Fires.** Both parties shall provide aid and assistance to each other for any structure fire located in either party's territorial jurisdiction. All aid and assistance responses to structure fires shall be routed through the Independence 9-1-1 dispatch center.

5. **Unified Incident Command System (ICS).** In any situation involving aid and assistance, the Recipient shall coordinate and utilize the standard ICS to the greatest extent possible. The ICS utilized by the Recipient shall be consistent with the concepts and principles of the National Incident Command System developed by the United States Department of Homeland Security.

6. **Operational Control.** When providing aid and assistance, the Provider's personnel, equipment and resources shall be under the operational control of Recipient. Direct supervision and control of personnel, equipment and resources shall remain with Provider's designated supervisory personnel, but Recipient shall advise Provider's supervisory personnel of the work tasks to be assigned and performed by Provider's personnel.

7. **Employment Status.** When providing aid and assistance, Provider's employees shall remain the responsibility of Provider and such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess as if performing their duties within Provider's own territorial jurisdiction. At no time shall the employees of one party be considered the employees of the other party.

8. **Workers Compensation.** When providing aid and assistance, the employees of Provider shall not be considered the employees of Recipient for purposes of

workers compensation. Recipient shall not be liable for reimbursing any amounts or paying any benefits to Provider's employees due to personal injury or death during periods of time when such employees are engaged in rendering aid or assistance under this agreement. Both parties shall be responsible for payment of any workers compensation benefits only to their own employees.

9. **Reimbursement.** Neither party to this agreement will request reimbursement of the other party for services or materials rendered pursuant to the terms of this agreement.

10. **Non-Discrimination.** Both parties 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 the account of race, creed, color, sex, national origin, disability or other protected class.

11. **Indemnification.** To the fullest extent permitted by law, each party agrees to protect, defend, indemnify, and hold harmless the other party, and its officers, commissioners, employees, representatives, insurers, and agents, 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 such party's own negligence, errors, or acts or omissions. To the extent that this indemnification does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and shall determine for itself what kinds of insurance to obtain, and in what amounts. Each party understands that any insurance protection obtained by it shall in no way limit its responsibility to indemnify, keep and save harmless the other party.

12. **Amendment.** This agreement may only be modified by a subsequent written document signed by both parties.

13. **Term.** This agreement shall be for a term of one (1) year from its date of execution. This agreement shall automatically renew for successive one (1) year terms unless either party gives the other party written notice prior to the expiration of any term of its intent to terminate the agreement. In addition, either party has the right to terminate this agreement upon thirty (30) days written notice to the other party.

14. **Severability.** Should any clause, sentence, provision, paragraph, or other parts of this agreement be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remaining terms of this agreement.

CITY OF INDEPENDENCE, KANSAS

DATE

By: _____
LEONHARD CAFLISCH, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

Reviewed and approved by:

DATE

DAVID COWAN, Director of Public Safety

DATE

SHAWN WALLIS, Fire/EMS Chief

**BOARD OF COUNTY COMMISSIONERS
OF MONTGOMERY COUNTY, KANSAS**

DATE

By: _____
LARRY McMANUS, Chairman

ATTEST:

CHARLOTTE SCOTT-SCHMIDT, County Clerk

Reviewed and approved by:

DATE

RICK WHITSON, District Fire Chief