

RESOLUTION NO. 06-2023

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI (CITY) APPROVING AN AGREEMENT WITH CLINTON RURAL FIRE PROTECTION, INC. (CRFP).

WHEREAS, the City and CRFP are dedicated to providing fire protection; and

WHEREAS, it is the desire of the City and CRFP to continue in partnership to provide fire protection within the City of Clinton and Henry County;

BE IT HEREBY RESOLVED by the City Council of Clinton, Missouri as follows:


1. The attached Agreement by and between the City of Clinton and Clinton Rural Fire Protection, Inc. is approved.
2. The Mayor of the City of Clinton is authorized to execute said Agreement on behalf of the City of Clinton, Mo.

Approved this 16th day of May, 2023.



Carla Moberly, Mayor

ATTEST



Wendee Seaton, City Clerk



AGREEMENT

This agreement made and entered into this 16th day of May, 2023, by and between the City of Clinton, Missouri, a municipal corporation, hereinafter referred to as "City", and Clinton Rural Fire Protection, Inc., a Missouri corporation, hereinafter referred to as "CRFP".

WITNESSETH

WHEREAS, the City and CRFP are dedicated to providing fire protection; and

WHEREAS, it is the desire of the City and CRFP to continue in partnership to provide fire protection within the City of Clinton and Henry County; and

WHEREAS, the parties are authorized by the provisions of Section 70.220 et seq. RSMo and 320.090 RSMo to enter into agreements for provision of mutual aid,

NOW, THEREFORE the parties agree as follows:

1. **Obligations of CRFP**

A. EQUIPMENT

CRFP shall make available to City its equipment maintained for fire suppression activities on behalf of CRFP, which include the following items, or their replacements, in addition to all other equipment of CRFP housed at City property without limitation:

The CRFP shall furnish a 2010 Freightliner pumper truck with equipment (Attachment A – Engine 8) to be used as the primary response vehicle to all fires of any type involving CRFP member properties.

The CRFP shall furnish a 2018 Freightliner pumper/tanker truck with equipment (Attachment B – Tanker 6) to be used as a support vehicle for the CRFP pumper.

The CRFP shall furnish a 1998 Ford F-800 pumper/tanker truck with equipment (Attachment B – Tanker 5) to be used as a support vehicle for the CRFP pumper.

The CRFP shall furnish a 2015 Ram 3500 brush truck with equipment (Attachment C – Brush 11).

The CRFP shall furnish a 2022 Polaris Ranger 4X4 off-road utility vehicle (Attachment C – Brush 15).

The CRFP shall furnish a 2022 GR flat utility trailer (Attachment C).

The CRFP shall furnish certain equipment for fighting brush and grass fires.

B. MEMBER INFORMATION

The CRFP shall furnish to the City accurate and up-to-date data of its members. The roster shall include a listing of all covered properties and public buildings, the best directions to the properties, and details of the primary exposures to be encountered. Membership computer software provided by CRFP will be utilized by the City.

When new properties are added or there are occupant changes, the City Fire Department shall be notified immediately.

When members of CRFP own property in more than one location, each location shall be listed separately.

The CRFP shall require the posting of identification markers at each member's property.

C. INSURANCE

The CRFP shall maintain automobile liability, comprehensive and collision insurance on its vehicles.

The CRFP shall maintain general liability and inland marine insurance as it deems necessary to protect its interests.

All risk of loss to CRFP property of any kind, and from any source, shall be borne by CRFP and its insurers. CRFP releases and holds City forever harmless with respect to loss to its equipment utilized by City or kept on City property under the terms of this Agreement, except due to the intentional act or gross negligence of City or its agents and employees.

D. COMPENSATION

For garaging of CRFP vehicles, routine maintenance, dispatching, report preparation and other general expenses, the CRFP shall compensate the City Three Thousand Three Hundred dollars (\$3,300) per year by July 1 of each year.

For the fire fighters dispatched on CRFP calls, the CRFP shall compensate the City at the rate of \$34.25 per hour for each fire fighter. This time will be calculated from the time the vehicle is dispatched from the fire station until the vehicle is returned to the station.

For the use of City vehicles used on CRFP calls, CRFP shall compensate the City at the rate of \$46.50 per hour. This shall include a driver/operator. Time will be calculated from the time the vehicle is dispatched until it returns to the station.

When equipment owned by CRFP or used on CRFP calls is damaged or lost the CRFP shall bear the expense or repair or replacement costs not covered by insurance.

For providing a means for internet access in one (1) CRFP vehicle (\$500/year), and CRFP landline telephone service (\$1,200/year), the CRFP shall compensate the City one thousand seven hundred dollars (\$1,700) per year by July 1 of each year.

2. Obligations of City

A. GARAGING

The trucks and equipment owned by CRFP shall be garaged at the City fire station at 301 S. Washington Street.

B. CITY EQUIPMENT ON CRFP VEHICLES

The City shall furnish the trucks with additional hose. A current list of this equipment is attached (Attachment C).

C. INSURANCE

The City shall maintain general liability and workers' compensation insurance on its employees.

The City shall maintain inland marine insurance on its equipment.

The City shall maintain commercial fire, theft and extended coverage on the facility garaging the CRFP vehicles.

D. BILLING

The City shall bill the CRFP quarterly for the services rendered under the terms of this Agreement.

E. MAINTENANCE OF EQUIPMENT

The City Fire Department shall provide labor for regular routine maintenance and minor repairs of the vehicles and equipment covered by this agreement.

Labor and parts for repairs to CRFP vehicles and equipment, other than routine maintenance and minor repairs, shall be paid for by CRFP. Anticipated expenditures of One Hundred dollars (\$100) or more shall be authorized by the Clinton Fire Chief with the approval of the CRFP Board Chairman or Vice-Chairman, prior to the expenditure.

F. STAFFING AND CHAIN OF COMMAND

The City shall initially respond to calls in the CRFP territory, with three (3) regular or qualified auxiliary fire fighters using the CRFP vehicle best suited for the emergency.

The City Fire Chief shall be in command of CRFP equipment at all times, except in calls for service when the Fire Chief is not present, in which case the ranking officer of the City on scene shall be in command. Procedures for responding to calls to CRFP coverage areas will be established under the supervision of the Fire Chief of the City.

When deemed necessary by the Fire Incident Commander, a second CRFP vehicle may be called into service as a support unit for the initial unit. This support unit shall be manned with two (2) qualified fire fighters.

When deemed necessary by the Fire Incident Commander, additional regular or auxiliary fire fighters may be dispatched to the scene to suppress the emergency.

G. REPORTS

The City Fire Chief shall provide a quarterly report of all calls responded to by the City to CRFP members. The report shall include the location, name, address and phone number of persons involved, a list of manpower and equipment dispatched to the scene, a list of materials or supplies used, a detailed list of charges associated with the call and all insurance information obtained.

3. Mutual Agreements and Obligations

A. SERVICE TERRITORY

The territory of services provided by City to CRFP shall be the area within Henry County Missouri. Public roadways in Henry County shall be included in the service territory when vehicle and grass fires on said roadways threaten the life or health of persons or may cause substantial property damage.

B. PRIORITY

It is mutually understood that the first priority of the City is to provide fire protection to the City and rescue extrication to the area. The City will make a concerted effort to call the necessary fire fighters for an emergency.

C. SUBSTITUTION

From time to time the CRFP vehicles may be inoperable or being serviced. In such cases the City may substitute a comparable unit for responding to CRFP territory calls.

From time to time the City's vehicles may be inoperable or being serviced. In such cases the City may utilize a CRFP vehicle to respond to calls.

D. TERM AND EFFECTIVE DATE

This agreement shall be effective from the date of approval by both parties through September 30, 2023. The agreement shall renew automatically on each subsequent October 1st unless either party notifies the other in writing sixty (60) days prior to the expiration of the term. Any amounts owed to City at the time of termination through the date of termination shall remain owing and payable.

Upon termination, CRFP will be responsible to immediately remove its equipment garaged at City's facilities, and upon any failure to do so, the same shall be considered abandoned after a period of 30 days.

E. MISCELLANEOUS OTHER TERMS

This writing is intended by the parties as a final expression of this agreement and also is intended as a complete and exclusive statement of the terms of this agreement. This agreement may be amended or modified only in writing.

This agreement shall be governed by the laws of the United States and the State of Missouri and that, notwithstanding anything that may be found in the agreement to the contrary, the members do not waive and expressly reserve any and all immunities and defenses available to the entity or its members, whether arising from common law or by statute.

If any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Nothing in this Agreement is intended to benefit or confer any rights on third parties, and the same is expressly disclaimed.

CRFP shall maintain valid business registration through the Missouri Secretary of State office.

IN WITNESS WHEREOF, the parties have signed below on the dates written, by the duly authorized representatives of their governing bodies.

City of Clinton

Clinton Rural Fire Protection, Inc.

Carla Moberly
Carla Moberly, Mayor

Greg Hard
Greg Hard, Chair

ATTEST:

ATTEST:

Wendee Seaton
Wendee Seaton, City Clerk

Nolan Rutter
Nolan Rutter, Vice Chair
Lawrence G. Lynch

Date: May 16, 2023

Date: 05/18/23

