



## City Council Policy # 10 Fire/Rescue Mutual Aid

Date Approved: March 20, 1995

Dates Amended: 02/05/2018; 12/17/2018; 12/18/2023

It is the policy of the City Council of the City of Kirksville to provide and receive Fire/Rescue Mutual Aid for the protection of life and property per the guidelines contained in this policy statement and per State Statutes. In responding to all requests for mutual aid, the service needs of the City of Kirksville will always be placed ahead of those from areas outside the City.

### **I. GENERAL STATEMENTS**

Life and property preservation within the City is the foremost objective of the City Council. In responding to mutual aid requests, the Fire Chief shall first establish that minimal equipment personnel are available for servicing the needs of the City before sending equipment and/or personnel outside the City.

Except as authorized in other agreements, mutual aid will not be provided by the City automatically. After the primary emergency responder/authorized representative has determined additional resources are required, the primary responder/authorized representative may then request mutual aid from the City of Kirksville as conditions require.

Any section(s) of a previous or existing fire mutual aid agreement between Kirksville and another fire suppression agency that is in conflict with this policy statement is hereby declared to be invalid. All previous and current fire mutual aid agreements shall be subordinate to this policy statement. All parties will receive written notification of the enactment of this agreement from the City, as required by the original mutual aid agreements.

Generally, the Kirksville Fire Department will not respond to mutual aid requests outside of Adair County/LaPlata Fire District, unless they are determined to be non-routine, multi-alarm emergencies where the response of multiple fire suppression agencies is necessary to limit the loss of life and property due to a fire or other emergency.

### **II. ENACTMENT**

The Fire Chief, or designee, is authorized to send fire department apparatus, equipment, and/or personnel, upon the request of an authorized primary emergency responder/authorized representative (from a recognized government entity providing emergency services) once the Kirksville Fire Chief, or designee, determines that mutual aid is necessary and appropriate, based on this statement and state statutes (RSMo. 320.090). The authorized response is restricted to a 35 (thirty-five) mile radius of the City of Kirksville Central Fire Station unless specific approval to exceed the 35 (thirty-five) mile radius is received from the City Manager and Fire Chief. The Fire Chief (or designee) may initiate a response but must receive authorization, as soon as practicable, from the City Manager (or designee).

Should the City of Kirksville elect to enter into a contract(s) with municipal fire departments, fire protection districts, volunteer fire protection associations, rescue squads, ambulance districts, or other governing bodies, within or beyond a 35 (thirty-five) mile radius, these contract(s) shall

take effect and be in full force, commencing on the first day of signing, and shall be perpetual unless either party gives 60 (sixty) days written notice (or as stated in the contract) of cancellation of the contract to all other agreeing parties who are party to the contract. Authorization is found within the provisions of RSMo Chapters 70, 71, and 320, to enter into a contract with a political subdivision of the State of Missouri for such mutual aid services. Such contracts shall be in conformance with this policy statement.

### **III. RESTRICTIONS**

The consideration of the interchange of service between the City and a contracting party shall be given for the protection of lives and property in such communities, or service areas of the City and a contracting party, and no compensation shall accrue or be paid by the City or a contracting party for the service of the City or a contracting party.

Neither the City, nor other parties to a mutual aid agreement, shall be liable to the other for failure to respond to any call.

Neither the City nor other parties to a mutual aid agreement shall be liable for the actions of any firefighter, official, or employee of the other party; nor shall any firefighter, official, or employee of either party be considered for any purpose, a firefighter, official or employee of either party, other than the one by which they are regularly employed or a member thereof.

In case of loss or damage to equipment or property, while acting as an aiding party, such loss or damage shall be borne by the City or agency owning such equipment or property.

Mutual aid agreements and this policy shall not be construed to permit or require any party to respond to a fire alarm or other report of a fire or disaster outside the City's or the other party's corporate limits or boundaries.