BILL 2012-54

****** First Reading ******

AGENDA ITEM

TO: Mayor and City Council

FROM: Mike O'Donnell, Fire Chief

DATE: December 1, 2012

RE: Cameron Rural Fire District Contract

ISSUE:

The Cameron Rural Fire district contracts to the City of Cameron for fire protection and emergency services. Voters approved the rural district in November 1994 which guaranteed fire protection and emergency services in approximately a 144 square mile area **outside** the city limits of Cameron. Voters also approved a tax levee to support the district. The contract between the City of Cameron and the Cameron Rural Fire District states that sixty percent of revenues collected by the Rural District be paid to the City for emergency services. The contract also states forty percent of the money retained by the Rural District be spent to purchase equipment for the Cameron Fire Department and equipment to be titled to the City of Cameron.

The cooperation between the Rural Fire District and the City of Cameron Fire Department has been exceptional. New money has allowed the Fire Department to upgrade equipment and provide a professional modern day Fire Department.

Each year the Mayor signs a service agreement with the Cameron Rural Fire District to provide emergency services outside the City limits of Cameron.

RECOMMENDATION:

Council to allow the Mayor to sign a service agreement with the Cameron Rural Fire District for fire protection and emergency services outside the City limits of Cameron.

Bill 2012-54

AN ORDINANCE APPROVING A SERVICE AGREEMENT BETWEEN THE CAMERON FIRE PROTECTION DISTRICT AND THE CITY OF CAMERON, CLINTON AND DeKALB COUNTIES, MISSOURI, TO PROVIDE FIRE PROTECTION AND EMERGENCY SERVICES OUTSIDE THE CAMERON CITY LIMITS

Whereas, the City of Cameron and the Cameron Rural Fire District have for several years contracted together for emergency services; and

Whereas, the cooperation between the Rural Fire District and the City of Cameron Fire Department has been exceptional during the contracted time; and

Whereas, the Cameron Rural Fire District and the City of Cameron Fire Department desire to continue the service agreement providing fire protection and emergency services outside the City limits of Cameron.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CAMERON, CLINTON AND DeKALB COUNTIES, MISSOURI AS FOLLOWS:

Section 1. The Mayor is authorized to sign a service agreement with the Cameron Fire Protection District to provide fire protection and emergency services outside the City limits of Cameron all as per the attached agreement hereto and made a part hereof. Said agreement expires December 31, 2013.

Section 2. The City Clerk is hereby directed to attest to the Mayor's signature.

Passed and approved on first reading this 3rd day of December 2012.
Passed and approved on second reading this _____ day of _____ 2012.
Passed and approved on third and final reading this _____ day of _____ 2012.

_____
Mayor Dennis M. Clark

ATTEST:

_____
City Clerk/Finance Clerk

First reading

CONTRACT FOR FIRE PROTECTION SERVICES

WHEREAS, the City of Cameron, a political subdivision of the State of Missouri, (hereinafter called "City") maintains and operates a fire department for the suppression of fires and other related emergencies; and

WHEREAS, the Cameron Rural Fire Protection District, a political subdivision of the State of Missouri, (hereinafter called "District") is responsible for providing fire protection within its territory as shown on attached exhibit "A" except for that portion of the territory located within City; and

WHEREAS, District wishes to contract with City for fire protection and emergency services within the district's territory.

NOW, THEREFORE, for valuable consideration, each received by the other, it is hereby mutually agreed as follows:

1. The term of this contract shall be from the date of its execution until December 31, 2013.
2. During the term of this contract City will provide fire protection and emergency services within the District's territory of the same type and quality as are provided to the residents of the city. Nothing in this contract shall require City to provide any greater or different type of fire protection or emergency service than is then currently provided to its citizenry.
3. City, its designated agents and representatives, shall be solely and completely responsible for prescribing the rules and regulations under which its fire department shall operate. District, its designated agents and representatives, shall have no supervisory or other control over the Cameron Fire Department in its performance of the City's obligations under this contract.
4. City agrees to honor such mutual aid agreements of the District for emergency services as may be entered into by the District provided that the city has the capability to fulfill such agreements. District agrees to cause to be filed with City a copy of any mutual aid agreement executed by District, and further agrees to file within ten days after the execution of this contract any mutual aid agreements currently in effect.

First reading

5. At any time when a fire burn ban is issued in the City, the District Board shall issue a fire burn ban in the territory of the District.
6. For the period of time which this contract shall be in full force and effect, the District agrees to pay to, and City agrees to accept as full payment for all such services rendered, the sum equal to sixty percent of all taxes received annually by the district and the payment of said sum to be made within ten (10) days after taxes are received by the District.
7. District will, funds permitting, provide to City from time to time such firefighting equipment as may be requested by City. Once delivered to City, such equipment shall become City's sole and exclusive property.
8. The City will carry workers' compensation for fire department employees that will cover them in their duties throughout the District.
9. The City covenants at all times to indemnify and save District harmless from all loss, liability, cost, or damages that may occur or be claimed with respect to any person or property resulting from any act done or omission by or through City, it agents, employees, invitees, or any person by reason of this contract.
10. During the term of this Agreement, City shall obtain, pay all premiums for, and furnish certificates to District for insurance as specified herein:
    a) Public liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of liability incurred by the parties in the performance of the terms of this contract when such liability is imposed on account of injury to or death of a person or persons, such policy to provide limits on account of any accident resulting in injury or death to one person of not less than $ 392,734 and a liability limit on account of any accident resulting in injury or death to more than one person of not less than $ 2,618,230.
    b) Property damage insurance protecting the parties because of liability that may be incurred by the parties, their officers, agents, elected officials, representatives, or employees in the performance of the terms of this contract, such policy to provide for a limitation on account of each accident of not less than $ 392,734.

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c) Products liability insurance (if applicable) shall be carried in the amount of not less than $ 2,618,230.

11. All such insurance contracts shall name City and District as their interests appear and shall inure to the benefit of City and District and their officers, agents, elected officials, representatives, or employees.

12. No amendments or changes to this contract shall be effective unless in writing and duly executed upon authority of the governing bodies of the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be signed by their respective officers having first been approved by their governing bodies.

CITY OF CAMERON

ATTEST: _____

Mayor Dennis M. Clark

_____

City Clerk/Finance Clerk Barbara J. O'Connor

_____

President Cameron Fire Protection District

Date: _____

ATTEST:

_____

Secretary

First reading