



## Wright City Fire Protection District

*"To serve, educate, and protect our community."*

396 West North 2<sup>nd</sup> Street  
P.O. Box 522  
Wright City, Missouri 63390  
Phone (636) 745-2262  
Fax (636) 745-2259  
www.wrightcityfire.com

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MINUTES OF THE BOARD OF DIRECTORS OF THE WRIGHT CITY FIRE PROTECTION DISTRICT  
WARREN COUNTY, STATE OF MISSOURI  
March 14, 2013

BE IT REMEMBERED, that the Board of Directors of the Wright City Fire Protection District of Warren County, Missouri, met at the Wright City Fire Protection District House One 396 NW 2<sup>nd</sup> Street, Wright City, Missouri 63390 on March 14, 2013 at 1600 hours (4:00 pm). At the above time and place there were the following present:

Keith Thompson – Chairman  
Larry Zuhone – Director  
Fire Chief Ron MacKnight  
Melissa Sullivan – Office Manager  
Captain Mike Holtmeier  
FF Kevin Hakenewerth  
Captain John Lacillade

Rudy Jovanovic – Secretary & Director  
Mike Schriener – Director  
Assistant Chief Todd VanZuyen  
FF Jesse McCoy  
Captain Mike Combs  
FF Josh Riebe

### **Call to Order**

A quorum being present, Chairman Keith Thompson called the meeting to order at 1600 and announced the Board of Directors meeting to be in session for the transaction of any and all business to be brought before it at this time.

### **Amendments to the March 14, 2013 Agenda**

Director Keith Thompson asked for any amendments to the Tentative Agenda for March 14, 2013

Director Rudy Jovanovic made a motion to approve the amended agenda. This motion was seconded by Director Larry Zuhone. The amended agenda for March 14, 2013 was adopted. The vote was as follows:

Rudy Jovanovic – aye  
Larry Zuhone – aye  
Keith Thompson – aye  
Dan West – absent  
Mike Schriener – aye

### **Approval of the Open Minutes of February 14, 2013 Board Meeting, February 20, 2013 Special Meeting & March 5, 2013 Workshop Minutes**

Director Mike Schriener moved for approval of the open minutes of February 14, 2013 Board Meeting, February 20, 2013 Special Meeting & March 5, 2013 Workshop Minutes. This was seconded by Director Larry Zuhone.

"RESOLVED that the Minutes of the February 14, 2013 Board Meeting, February 20, 2013 Special Meeting & March 5, 2013 Workshop Minutes are hereby adopted and approved in their entirety, as presented with and corrections made and suggested."

The Board of Directors present and voting affirmatively, the resolution was adopted and approved. The roll call vote on this resolution is as follows:

Rudy Jovanovic – aye  
Larry Zuhone – aye  
Keith Thompson – aye  
Dan West – absent

Mike Schriener – aye

**Approve Bills for Payment**

Director Mike Schriener made a motion to approve the bills for March 14, 2013 for payment. This motion was seconded by Director Larry Zuhone. The vote was as follows:

Rudy Jovanovic –aye  
Larry Zuhone – aye  
Keith Thompson – aye  
Dan West – absent  
Mike Schriener – aye

**Approve & Adopt Treasurer's Report from March 14, 2013**

A motion was made by Director Rudy Jovanovic to postpone approval of the March 14, 2013 Treasurer's Report till next board meeting. This motion was seconded by Director Larry Zuhone. Roll call was as follows:

Rudy Jovanovic –aye  
Larry Zuhone – aye  
Keith Thompson –aye  
Dan West – absent  
Mike Schriener – aye

**Public Comments**

- None

**Old Business**

**Award CD Bids**

A motion was made by Director Larry Zuhone to postpone awarding CD bids till April's Board Meeting to gather more information so the CD's can be awarded. This motion was seconded by Director Mike Schriener. Roll call was as follows:

Rudy Jovanovic –aye  
Larry Zuhone – aye  
Keith Thompson –aye  
Dan West – absent  
Mike Schriener – aye

**New Business**

**District Goals**

- Discussion
- No Action Taken

**Local 2665**

- Still in Limbo
- Not all cards are signed
- Guys are happy with District, doing for positive benefits for the District
- Keep communication between the Vice President for Local 2665 and the Board

**Mutual Aid Ordinance**

A motion was made by Director Larry Zuhone to approve the Mutual Aid Ordinance. This motion was seconded by Director Mike Schriener. Roll call was as follows:

Rudy Jovanovic –aye  
Larry Zuhone – aye  
Keith Thompson –aye  
Dan West – absent  
Mike Schriener – aye

**Retention & Recruitment**

- Attached Minutes

**Board Reports**

- None

**Fire Chief's Report**

- Attached Report
- Discussion & No Action Taken

**Fire Marshal Report**

- Attached Report
- Discussion & No Action Taken

**Association Report**

- Attached Report
- Discussion & No Action Taken

**Closed Session**

Vote to close this part of the meeting pursuant to Section 610.021.3 & Section 610.021.9  
RSMo

- Chapter 610.021 Revised Statutes of Missouri; (3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.
- Chapter 610.021 Revised Statutes of Missouri; (9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups.

A motion was made by Director Mike Schriener to move into closed session at 1645 hrs. This motion was seconded by Director Larry Zuhone. Roll call was as follows:

Rudy Jovanovic –aye  
Larry Zuhone – aye  
Keith Thompson - aye  
Dan West – absent  
Mike Schriener – aye

A motion was made by Director Larry Zuhone to move out of closed session at 1730 hrs. This motion was seconded by Director Mike Schriener. Roll call was as follows:

Rudy Jovanovic –aye  
Larry Zuhone – aye  
Keith Thompson - aye  
Dan West – absent  
Mike Schriener – aye

**Adjourn**

Motion made to adjourn the meeting at 1732 (5:32 p.m.) Motion was made by Director Mike Schriener and was seconded by Director Larry Zuhone. The roll call was as follows:

Rudy Jovanovic –aye  
Larry Zuhone – aye  
Keith Thompson - aye  
Dan West – absent  
Mike Schriener – aye

Respectively Submitted,

\_\_\_\_\_  
Melissa Sullivan, Office Manager

APPROVED:

\_\_\_\_\_  
Keith Thompson, President and Director

\_\_\_\_\_  
Dan West, Treasurer and Director

\_\_\_\_\_  
Rudy Jovanovic, Secretary and Director

\_\_\_\_\_  
Larry Zuhone, Director

\_\_\_\_\_  
Mike Schriener, Director

**LINCOLN COUNTY  
FIRE PROTECTION DISTRICT**

P.O. BOX 177 • 244 FIREHOUSE LANE  
TROY, MISSOURI 63379  
636-528-8567 • FAX 636-462-2995  
[www.lincolncountyfire.org](http://www.lincolncountyfire.org)



**MULTI – JURISDICTIONAL  
MUTUAL AID AGREEMENT  
(May 2006)**

WHEREAS, the jurisdictions of the *Lincoln County Fire Protection District* and the *Wright City Fire Protection District* have deemed it to be in their best interests to enter into a mutual aid agreement to provide for mutual cooperation in the event of a disaster or emergency; and,

WHEREAS, each party entering into this compact recognizes that many emergencies, including, but not limited to, natural disasters, technological hazards, man-made disasters, civil emergency aspects of resources shortages, community disorders, insurgency, or terrorist attack, transcend political jurisdictional boundaries and that intergovernmental coordination is essential in managing emergencies; and,

WHEREAS, each jurisdiction is responsible for responding to an emergency situation and using all available resources to protect the health, safety, and property of the citizens of the affected jurisdiction(s).

WHEREAS, it is desirable and necessary that all available resources of those jurisdictions and their various departments and agencies be made available to respond to natural and man-made emergencies; and,

WHEREAS, it is desirable that each of the parties hereto should assist one another when an emergency occurs by providing resources including, but not limited to, fire, police, medical and health, communication, and transportation services to cope with the disaster or emergency; and,

WHEREAS, Missouri law provides for the execution of such mutual aid agreements among political subdivisions of the State, public safety agencies, fire departments, fire protection districts, and/or volunteer fire protection associations, as authorized by the respective jurisdiction's elected body.

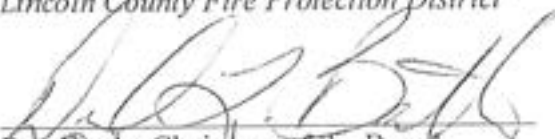
**NOW, THEREFORE, THE JURISDICTIONS OF THE LINCOLN COUNTY FIRE PROTECTION DISTRICT AND THE WRIGHT CITY FIRE PROTECTION DISTRICT DO OFFICIALLY AGREE AS FOLLOWS:**

1. In accordance with Homeland Security Presidential Directive (HSPD) – 5 (Management of Domestic Incidents) each participating jurisdiction agrees to institutionalize and implement the National Incident Management System (NIMS), to include the Incident Command System.
2. Each party agrees to Respond to Requestor by furnishing resources and rendering services to other parties to this agreement and to respond to any type of emergency whether declared or not; provided, however, that no party shall be required to unduly deplete its resources in furnishing such assistance. If a Responder is unable to meet the Requestor's need for resources, the Requestor will be advised immediately.
3. It shall be the responsibility of each participating jurisdiction to formulate procedural plans and programs for inter-jurisdiction cooperation and for the effective mobilization of its resources, both public and private, in the performance of the responsibilities listed in this agreement. In formulating such plans, and in carrying them out, the party jurisdictions, insofar as practical, shall:
  - a. Review individual jurisdictional hazard analyses and, to the extent reasonably possible, determine all those potential emergencies the party jurisdictions might jointly suffer, whether due to natural disaster, technological hazard, man-made disaster, emergency aspects of resource shortages, civil disorders, insurgency, or terrorist attack.
  - b. Review party jurisdictions' individual emergency plans and develop a plan for inter-jurisdiction management and provision of assistance concerning any potential emergency.
  - c. Develop inter-jurisdiction procedures to fill any identified gaps and to resolve any identified inconsistencies or overlaps in existing or developed plans.
  - d. Assist in warning communities adjacent to or crossing the jurisdiction boundaries.
  - e. Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material.
  - f. Inventory potentially available resources and set procedures for the inter-jurisdiction loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness. Each party should provide this resource list to all other parties to this agreement.

- g. Provide, to the extent authorized by law, for temporary suspension of any local statutes so any party jurisdiction requested to render mutual aid or conduct exercises and training for mutual aid, can take action necessary to provide/make available the resources covered by this compact in accordance with the terms hereof; provided that it is understood that the jurisdiction rendering aid may withhold resources to the extent necessary to provide reasonable protection for themselves.
- 4. Documentation of hours worked will be maintained by the Responder and provided to the Requestor on a shift-by-shift basis.
- 5. It is expressly understood that any mutual aid extended under this agreement is furnished in accordance with RSMo Chapter 44 Section 44.090, Chapter 70 Section 70.837, Chapter 320 Section 320.090, and other applicable provisions of law. Management of an incident shall remain with the jurisdiction in which the incident occurred. Agencies providing assistance shall assign an agency representative to report to the official in charge/incident commander. The official in charge/incident commander may mission assign responding mutual assistance agencies, but each agency's representative retains supervision of their personnel and resources and may withdraw their resources at any time.
- 6. The provisions of this agreement shall not limit or restrict the duties and obligations of the State of Missouri to respond to emergencies within the jurisdictional confines of parties to this agreement or for any other jurisdiction that may be impacted by a disaster.
- 7. The Responder may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requestor without charge or cost. Any two or more party jurisdictions may enter into supplementary agreements establishing a different allocation of costs among those jurisdictions.
- 8. Each party jurisdiction shall provide for the payment of compensation and death benefits to injured members of the emergency forces of that jurisdiction and representatives of deceased members of such forces in case such members sustain injuries or die as a result of rendering aid pursuant to this compact, in the same manner and on the same terms as if the injury or death were sustained within their own jurisdiction.
- 9. Parties to this agreement will request that personnel and equipment not under their direct authority honor the conditions of this agreement and support calls for assistance in response to a disaster.

10. The Requestor shall indemnify, defend, and hold blameless the Responder arising from the performance of duties in response to an emergency incident pursuant to this agreement. Officers or employees of a party jurisdiction rendering aid in another jurisdiction pursuant to this agreement shall be considered agents of the Requestor for tort liability and immunity purposes; and no party jurisdiction or its officers or employees rendering aid in another jurisdiction pursuant to this agreement shall be liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith in this article shall not include willful misconduct, gross negligence, or recklessness.
11. This agreement shall become effective as to each party when executed by the party, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this agreement, until the party terminates participation in this agreement. Execution of this agreement shall be as follows: Parties shall by resolution approve and agree to abide by this agreement.

*Lincoln County Fire Protection District*

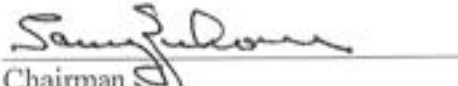
  
\_\_\_\_\_  
Dan Battle, Chairman of the Board

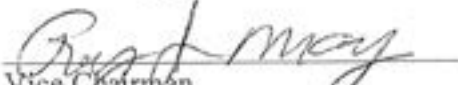
  
\_\_\_\_\_  
Dan Hechler, Vice Chairman of the Board

  
\_\_\_\_\_  
Kathy Kitcher, Director


  
\_\_\_\_\_  
Thomas Gauldin, Fire Chief

*Wright City Fire Protection District*

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Vice Chairman

  
\_\_\_\_\_  
Secretary/Treasurer or Director

  
\_\_\_\_\_  
Fire Chief





606 Fairgrounds Rd.  
Warrenton, MO 63383  
(636) 456-8935 Administration  
(636) 456-7764 Fax  
[www.warrenton-fire.org](http://www.warrenton-fire.org)

## Warrenton Fire Protection District

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### MULTI – JURISDICTIONAL MUTUAL AID AGREEMENT (October 2005)

WHEREAS, the jurisdictions of the *Warrenton Fire Protection District* and the *Wright City Fire Protection District* have deemed it to be in their best interests to enter into a mutual aid agreement to provide for mutual cooperation in the event of a disaster or emergency; and,

WHEREAS, each party entering into this compact recognizes that many emergencies, including, but not limited to, natural disasters, technological hazards, man-made disasters, civil emergency aspects of resources shortages, community disorders, insurgency, or terrorist attack, transcend political jurisdictional boundaries and that intergovernmental coordination is essential in managing emergencies; and,

WHEREAS, each jurisdiction is responsible for responding to an emergency situation and using all available resources to protect the health, safety, and property of the citizens of the affected jurisdiction(s).

WHEREAS, it is desirable and necessary that all available resources of those jurisdictions and their various departments and agencies be made available to respond to natural and man-made emergencies; and,

WHEREAS, it is desirable that each of the parties hereto should assist one another when an emergency occurs by providing resources including, but not limited to, fire, police, medical and health, communication, and transportation services to cope with the disaster or emergency; and,

WHEREAS, Missouri law provides for the execution of such mutual aid agreements among political subdivisions of the State, public safety agencies, fire departments, fire protection districts, and/or volunteer fire protection associations, as authorized by the respective jurisdiction's elected body.

**NOW, THEREFORE, THE JURISDICTIONS OF THE WARRENTON FIRE PROTECTION DISTRICT AND THE WRIGHT CITY FIRE PROTECTION DISTRICT DO OFFICIALLY AGREE AS FOLLOWS:**

1. In accordance with Homeland Security Presidential Directive (HSPD) – 5 (Management of Domestic Incidents) each participating jurisdiction agrees to institutionalize and implement the National Incident Management System (NIMS), to include the Incident Command System.
2. Each party agrees to Respond to Requestor by furnishing resources and rendering services to other parties to this agreement and to respond to any type of emergency whether declared or not; provided, however, that no party shall be required to unduly deplete its resources in furnishing such assistance. If a Responder is unable to meet the Requestor's need for resources, the Requestor will be advised immediately.
3. It shall be the responsibility of each participating jurisdiction to formulate procedural plans and programs for inter-jurisdiction cooperation and for the effective mobilization of its resources, both public and private, in the performance of the responsibilities listed in this agreement. In formulating such plans, and in carrying them out, the party jurisdictions, insofar as practical, shall:
  - a. Review individual jurisdictional hazard analyses and, to the extent reasonably possible, determine all those potential emergencies the party jurisdictions might jointly suffer, whether due to natural disaster, technological hazard, man-made disaster, emergency aspects of resource shortages, civil disorders, insurgency, or terrorist attack.
  - b. Review party jurisdictions' individual emergency plans and develop a plan for inter-jurisdiction management and provision of assistance concerning any potential emergency.
  - c. Develop inter-jurisdiction procedures to fill any identified gaps and to resolve any identified inconsistencies or overlaps in existing or developed plans.
  - d. Assist in warning communities adjacent to or crossing the jurisdiction boundaries.
  - e. Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material.
  - f. Inventory potentially available resources and set procedures for the inter-jurisdiction loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness. Each party should provide this resource list to all other parties to this agreement.

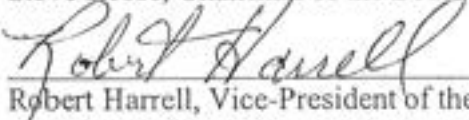
- g. Provide, to the extent authorized by law, for temporary suspension of any local statutes so any party jurisdiction requested to render mutual aid or conduct exercises and training for mutual aid, can take action necessary to provide/make available the resources covered by this compact in accordance with the terms hereof; provided that it is understood that the jurisdiction rendering aid may withhold resources to the extent necessary to provide reasonable protection for themselves.
4. Documentation of hours worked will be maintained by the Responder and provided to the Requestor on a shift-by-shift basis.
  5. It is expressly understood that any mutual aid extended under this agreement is furnished in accordance with RSMo Chapter 44 Section 44.090, Chapter 70 Section 70.837, Chapter 320 Section 320.090, and other applicable provisions of law. Management of an incident shall remain with the jurisdiction in which the incident occurred. Agencies providing assistance shall assign an agency representative to report to the official in charge/incident commander. The official in charge/incident commander may mission assign responding mutual assistance agencies, but each agency's representative retains supervision of their personnel and resources and may withdraw their resources at any time.
  6. The provisions of this agreement shall not limit or restrict the duties and obligations of the State of Missouri to respond to emergencies within the jurisdictional confines of parties to this agreement or for any other jurisdiction that may be impacted by a disaster.
  7. The Responder may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requestor without charge or cost. Any two or more party jurisdictions may enter into supplementary agreements establishing a different allocation of costs among those jurisdictions.
  8. Each party jurisdiction shall provide for the payment of compensation and death benefits to injured members of the emergency forces of that jurisdiction and representatives of deceased members of such forces in case such members sustain injuries or die as a result of rendering aid pursuant to this compact, in the same manner and on the same terms as if the injury or death were sustained within their own jurisdiction.
  9. Parties to this agreement will request that personnel and equipment not under their direct authority honor the conditions of this agreement and support calls for assistance in response to a disaster.

10. The Requestor shall indemnify, defend, and hold blameless the Responder arising from the performance of duties in response to an emergency incident pursuant to this agreement. Officers or employees of a party jurisdiction rendering aid in another jurisdiction pursuant to this agreement shall be considered agents of the Requestor for tort liability and immunity purposes; and no party jurisdiction or its officers or employees rendering aid in another jurisdiction pursuant to this agreement shall be liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith in this article shall not include willful misconduct, gross negligence, or recklessness.
11. This agreement shall become effective as to each party when executed by the party, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this agreement, until the party terminates participation in this agreement. Execution of this agreement shall be as follows: Parties shall by resolution approve and agree to abide by this agreement.

*Warrenton Fire Protection District*



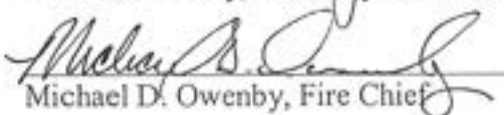
Steve Reese, Chairman of the Board



Robert Harrell, Vice-President of the Board



Dolores Owenby, Secretary/Treasurer

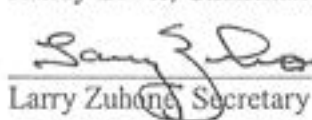


Michael D. Owenby, Fire Chief

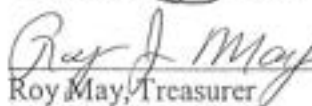
*Wright City Fire Protection District*




Randy Lewis, Chairman of the Board



Larry Zubone, Secretary



Roy May, Treasurer



Brian Nickerson, Fire Chief

ORDINANCE NO. 2013-2

**AN ORDINANCE AUTHORIZING THE WRIGHT CITY FIRE PROTECTION DISTRICT TO ENTER INTO MUTUAL AID AGREEMENTS FOR THE PROVISION OF MUTUAL AID REGARDING EMERGENCY SERVICES WITH MUNICIPALITIES, POLITICAL SUBDIVISIONS, FIRE PROTECTION DISTRICTS, THE STATE OF MISSOURI AND BORDERING STATES**

**WHEREAS**, pursuant to MO. CONST. ART. VI, § 16, any political subdivision in the State of Missouri "may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States . . . for a common service, in the manner provided by law," and

**WHEREAS**, pursuant to § 70.220.1, RSMo., "Any municipality or political subdivision of this state, as herein defined, may contract and cooperate with any other municipality or political subdivision, or with an elective or appointive official thereof, or with a duly authorized agency of the United States, or of this state, or with other states or their municipalities or political subdivisions, or with any private person, firm, association or corporation, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision," and

**WHEREAS**, according to § 321.220(4), RSMo., the board of directors of a fire protection district has the authority to enter into "contracts with any municipality, district or state, or the United States of America, and any of their agencies, political subdivisions or instrumentalities . . . for a common service relating to the control or prevention of fires . . .", and

**WHEREAS**, pursuant to § 320.090, RSMo., a fire protection district may enter into contracts for the provision of mutual aid or emergency assistance with "municipal fire department[s], fire protection district[s] or volunteer fire protection association[s] in the state, or any bordering state, at the time of a significant emergency such as a fire, earthquake, flood, tornado, hazardous material incident or other such disaster," and

**WHEREAS**, pursuant to § 320.090, RSMo., "[t]he contracts that are agreed upon may provide for compensation from the parties and other terms that are agreeable to the parties and may be for an indefinite period as long as they include a 60-day cancellation notice by either party," and

**WHEREAS**, pursuant to § 70.837.1, RSMo., "[i]n addition to the emergency aid powers prescribed for municipal fire departments, fire protection associations and volunteer fire protection associations under section 320.090, any public safety agency . . . may provide assistance to any other public safety agency in the state or in a bordering state at the time of a significant emergency such as a fire . . .", and

**WHEREAS**, the Board of Directors ("Board") of the Wright City Fire Protection District ("District") finds and determines that the interchange of fire protection and emergency services among fire departments and fire protection districts is in the best interests of the District and is desirable and necessary for the protection of life and property within the District, and the Board

finds and determines that Mutual Aid Agreements, pursuant to the interests and necessity as aforesaid, shall be authorized for an indefinite term.

**NOW, THEREFORE**, be it ordained by the Board of Directors of the Wright City Fire Protection District of Warren and Lincoln Counties, Missouri, as follows:

**SECTION 1.** The Board hereby authorizes the Fire Chief of the District to enter into a Mutual Aid Agreement (Intra-State) in the form attached hereto, marked as **Exhibits A - G** and incorporated by reference herein.

**SECTION 2.** The Fire Chief is hereby authorized and directed to take all such actions as are necessary and proper to implement the said Mutual Aid Agreement(s) and this Ordinance.

**SECTION 3. Savings.** Except as specifically set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the District or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof.

**SECTION 4. Severability Clause.** If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the District and shall thereafter be binding.

**SECTION 5.** This Ordinance shall be in full force and effect from and after March, 2013.

**SECTION 6. Enactment.** This **Ordinance No. 2013-2** having been duly considered and voted upon by the Board of Directors of the Wright City Fire Protection District of Warren and Lincoln Counties, Missouri, was duly enacted as an Ordinance of said District on March 14, 2013.

V. A. Thompson 3/14/13  
Chairman of the Board of Directors - Date

R. L. Jammie 3/14/13  
Secretary of the Board of Directors - Date

finds and determines that Mutual Aid Agreements, pursuant to the interests and necessity as aforesaid, shall be authorized for an indefinite term.

**NOW, THEREFORE,** be it ordained by the Board of Directors of the Wright City Fire Protection District of Warren and Lincoln Counties, Missouri, as follows:

**SECTION 1.** The Board hereby authorizes the Fire Chief of the District to enter into a Mutual Aid Agreement (Intra-State) in the form attached hereto, marked as Exhibits A - G and incorporated by reference herein.

**SECTION 2.** The Fire Chief is hereby authorized and directed to take all such actions as are necessary and proper to implement the said Mutual Aid Agreement(s) and this Ordinance.

**SECTION 3. Savings.** Except as specifically set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the District or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof.

**SECTION 4. Severability Clause.** If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the District and shall thereafter be binding.

**SECTION 5.** This Ordinance shall be in full force and effect from and after March, 2013.

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V. A. Thompson 3/14/13  
Chairman of the Board of Directors - Date

R. L. J. J. J. J. 3/14/13  
Secretary of the Board of Directors - Date

Exhibit A

**MUTUAL/AUTOMATIC AID AGREEMENT**

**THIS MUTUAL/AUTOMATIC AID AGREEMENT** ("Agreement") is made and entered into this 26<sup>th</sup> day of March, 2013, and between the Wright City Fire Protection District (hereinafter "Wright City Fire Protection District") and the State of Missouri (hereinafter "State of Missouri").

**WHEREAS**, according to § 321.220(4), RSMo., the board of directors of a fire protection district has the authority to enter into "contracts with any municipality, district or state, or the United States of America, and any of their agencies, political subdivisions or instrumentalities . . . for a common service relating to the control or prevention of fires . . ."; and

**WHEREAS**, pursuant to § 320.090, RSMo., a fire protection district may enter into contracts for the provision of mutual aid or emergency assistance with "municipal fire department[s], fire protection district[s] or volunteer fire protection association[s] in the state, or any bordering state, at the time of a significant emergency such as a fire, earthquake, flood, tornado, hazardous material incident or other such disaster," (each such organization and the parties to this Agreement are herein referred to as "Fire Protection Organizations"); and

**WHEREAS**, pursuant to § 320.090, RSMo., "[t]he contracts that are agreed upon may provide for compensation from the parties and other terms that are agreeable to the parties and may be for an indefinite period as long as they include a 60-day cancellation notice by either party;" and

**WHEREAS**, pursuant to § 70.837.1, RSMo., "[i]n addition to the emergency aid powers prescribed for municipal fire departments, fire protection associations and volunteer fire protection associations under section 320.090, any public safety agency . . . may provide assistance to any other public safety agency in the state or in a bordering state at the time of a significant emergency such as a fire . . ."; and

**WHEREAS**, there might arise in one of the Fire Protection Organizations an emergency of such proportion, or under such circumstances, as to require the assistance of other parties in controlling or managing said incident; and

**WHEREAS**, there might arise in one of the Fire Protection Organizations an emergency in which another Fire Protection Organization, in the interest of the conservation of life and/or property, may be dispatched automatically as the closest unit to said emergency; and

**WHEREAS**, the parties are Fire Protection Organizations desiring to secure to their respective geographical areas the benefits of mutual aid with each other in fire service equipment, personnel, and other resources for the protection of life and property during emergencies, such as fires, emergency medical incidents, rescue incidents, hazardous material occurrences, and natural disasters.



services within its normal service area.

5. Each Fire Protection Organization, in consideration of this Agreement to provide emergency assistance, does waive any and all claims against each other Fire Protection Organization hereto for damages or compensation for any loss, damage, personal injury, death, or any other matter occurring as a consequence of the performance under this Agreement.

6. Pursuant to § 321.622.1, RSMo., the Fire Protection Organizations are not under obligation to reimburse the other Fire Protection Organizations for any cost or services incurred pursuant to the rendering of, or acceptance of, equipment or manpower under the terms of this Agreement. The providing Fire Protection Organization may be reimbursed by the requesting Fire Protection Organization for consumables utilized at the incident.


7. It is recognized that the interests herein are mutual and the contract is entered into for the common good of the general public of the parties hereto, and for a strictly governmental purpose.

8. Any Fire Protection Organization may cancel this Agreement by providing a sixty (60) day written notice.

9. This Agreement shall remain in force and effect until cancelled by either Fire Protection Organization pursuant to Section 8.

IN WITNESS WHEREOF, the parties hereunto have agreed upon the above mentioned mutual aid in conjunction with the responsibilities and guidelines as set forth by the Missouri Division of Fire Safety.

**By: Wright City Fire Protection District**

By:   
Fire Chief or designee, Wright City Fire Protection District

Date: 26 March 13

Name of Fire Protection Organizations:

**By: Lincoln County Fire Protection District #1**

By:   
Fire Chief or designee, Lincoln County Fire Protection District #1

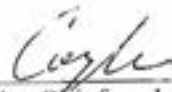
Date: 3/20/2013

**By: Old Monroe Fire Protection District**

By:   
Fire Chief or designee, Old Monroe Fire Protection District

Date: 3-25-2013

**By: Winfield Foley Fire Protection District**

  
Fire Chief or designee, Winfield Foley Fire Protection District

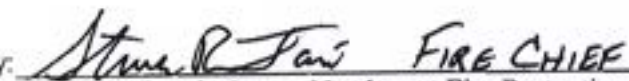
Date: 3-26-13

**By: Elsberry Fire Protection District**

By:   
Fire Chief or designee, Elsberry Fire Protection District

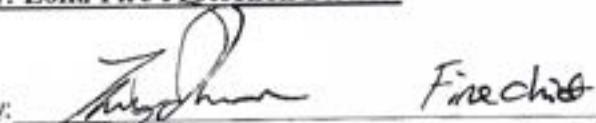
Date: 3/26/13

**By: Northwest Fire Protection District**

By:  FIRE CHIEF  
Fire Chief or designee, Northwest Fire Protection District

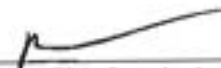
Date: 3/26/2013

**By: Eolia Fire Protection District**

By:  Fire Chief  
Fire Chief or designee, Eolia Fire Protection District

Date: 3/24/13

**By: Hawk Point Fire Protection District**

By:   
\_\_\_\_\_  
Fire Chief or designee, Hawk Point Fire Protection District

Date: 3/26/13

**By: Warrenton Fire Protection District**

By:   
\_\_\_\_\_  
Fire Chief or designee, Warrenton Fire Protection District

Date: 03/26/2013