

CITY OF WILLOW SPRINGS

BILL NO. 03-23

ORDINANCE NO. 1603

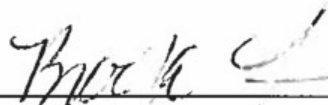
**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH THE WILLOW SPRINGS RURAL FIRE PROTECTION
ASSOCIATION TO PROVIDE RURAL FIRE PROTECTION SERVICES
FOR THE YEAR 2024**

**BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF WILLOW SPRINGS, MISSOURI, AS FOLLOWS:**

Section 1. The City of Willow Springs Board of Aldermen, hereby authorize the Mayor to execute an Agreement with the Willow Springs Rural Fire Protection Association to provide rural fire protection services for a period of one (1) year beginning on January 1, 2024 and terminating on December 31, 2024. A copy of the Agreement is attached to this Ordinance and made a part hereof.

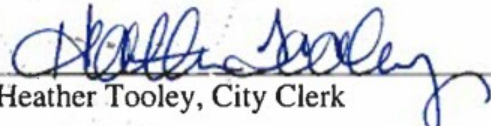
PASSED AND ADOPTED THIS 18th DAY OF DECEMBER 2023.

CITY OF WILLOW SPRINGS



Brooke Fair, Mayor

ATTEST:



Heather Tooley, City Clerk

AGREEMENT TO PROVIDE RURAL FIRE PROTECTION

THIS AGREEMENT made and entered into this 18th day of **December, 2023**, by and between **CITY OF WILLOW SPRINGS, MISSOURI**, a fourth class Municipal Corporation, hereinafter referred to as **CITY** and **WILLOW SPRINGS RURAL FIRE PROTECTION ASSOCIATION**, a Not-for-Profit Corporation, hereinafter referred to as **DISTRICT**.

WITNESSETH,

WHEREAS, **DISTRICT** is desirous of contracting with **CITY** for its aid and assistance in providing fire protection to the residents and property owners within the territorial limits of **DISTRICT**, whic is:

All of the Willow Springs R-IV School District with the exception of the areas covered by the Pomona Fire District, Twin Bridges Fire Department, and Eleven Point Rural Fire District.

WHEREAS, **CITY** has agreed to aid and assist **DISTRICT** in affording fire protection;

NOW, THEREFORE, **CITY** and **DISTRICT** agree as follows:

1. That the term of this Agreement be for a period of one (1) year commencing upon **January 1, 2024 and ending at 11:59 pm on December 31, 2024.**
2. This agreement may be renewed upon agreement of the parties hereto and upon such terms and conditions as parties may mutually agree.
3. That **CITY** shall provide such equipment as it owns or possesses and is otherwise available.

It is the intent and desire of **CITY** to have a fire truck or fire trucks at all times to respond to fire calls; however, **CITY'S** first primary and initial obligation is to its residents and property owners and **DISTRICT** understands and acknowledges this. Therefore, in the event there should be fires inside the City and outside the City at the same time, **CITY** shall, and **DISTRICT** agrees to respond to calls in the City first and shall respond to calls outside the City only if it has available equipment and manpower. Further, the **DISTRICT** so agrees, should **CITY** be on a call outside the City and fire occurs in the City which requires the fire truck, fire trucks or firemen on calls outside the City, **CITY** shall have the right without liability therefore, to leave the call outside the City and respond to the call in the City.

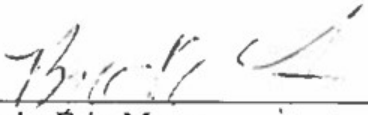
4. That **CITY** shall not provide or extend its equipment or service to any other rural Fire Districts, with the exception of responding to incidents where mutual aid is requested. **CITY** shall not, in any way or manner, be affected by any such agreements made by **DISTRICT**, or be obligated to provide any equipment to services pursuant to such agreements.

5. That **CITY** shall have full authority, direction and control over the use of its equipment and firemen in providing the fire protection to the **DISTRICT**. It is acknowledged that **DISTRICT** is organized as a non-for-profit corporation offering fire protection to its subscribers. **DISTRICT** delegates to **CITY** the right and authority to collect all annual memberships, dues and subscriptions, and service charges for calls responded. Revenues will be accounted for separately as a line item in the cities fire account. The **CITY** agrees to make monies available for the use of the **DISTRICT** for the necessary and expected expenses associated with maintaining their legal status with the state and liability coverage for their board. The **CITY** agrees to not charge any member in good standing for any incident that the **CITY** responds to. The membership fee may be changed by mutual agreement of the **CITY** and **DISTRICT** to adjust for costs associated with providing services.
6. **CITY** shall use its best effort in keeping and maintaining a current and up-to-date list of membership roster of the **DISTRICT'S** members within its geographic area, which lists shall be in alphabetic order and shall contain the names, addresses, directions to and information about each member resident's and/or property owner's home and/or protected buildings. The **CITY** further agrees to provide a complete copy of the updated membership roster quarterly on the last business day of January, April, July, and October, if so requested by the **DISTRICT**.
7. The **CITY** shall provide the **DISTRICT** with quarterly reports on all incidents responded to in the **DISTRICT** including an all-inclusive year end report prior to the end of each contract period. Further, such policy shall be in full force and effect at the time of signing of this Agreement and shall remain in effect throughout the life of this Agreement. **DISTRICT** shall place on file with **CITY** a copy of such policy.
8. Membership dues will be collected on a pro-rated quarterly basis for all new members; beginning on the 1st day of each calendar quarter of Jan. 1, April 1, July 1, and Oct. 1.
9. If any provision of the contract is breached by either party, notification of such breach will be presented in writing to the offending party. If such breach is not reconciled within 120 days, a default of the contract will result, and all membership fees collected for the entire year to that point will be placed in an escrow trust account with a mutually agreed-upon bonded trustee until such time as the default is corrected. It is the intention of the Agreement that **CITY** has contracted with **DISTRICT** for furnishing of services under this agreement with **DISTRICT** and has not entered into, and shall not enter into, any agreement with any individual member, nonmember, resident or property owner within geographic boundaries of **DISTRICT**, other than the Burlington-Northern/Santa Fe Railroad for control of fires on

Burlington-Northern/Santa Fe Right-of-way only, for which CITY shall be solely responsible.

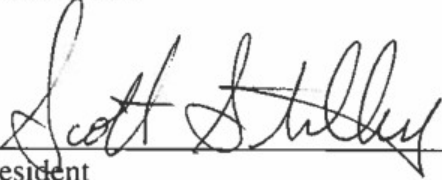
IN WITNESS WHEREOF, the parties have hereunto subscribed and executed this Agreement on the day and year first above written.

CITY:



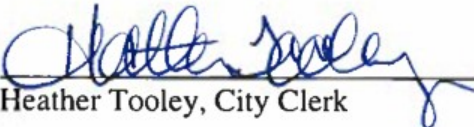
Brooke Fair, Mayor

DISTRICT:



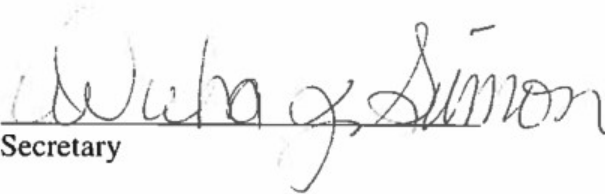
President

ATTEST:



Heather Tooley, City Clerk

ATTEST:



Secretary