

City of Scottsbluff, Nebraska

Monday, November 4, 2019

Regular Meeting

Item Reports3

Council to discuss and consider action on the Scotts Bluff County Mutual Aid Association Mutual Aid Agreement and authorize the Mayor to sign the agreement.

Staff Contact: Thomas Schingle, Fire Chief

Agenda Statement

Item No.

For Meeting of: 4 November 2019

AGENDA TITLE: An agreement between the City of Scottsbluff Fire Department and the mutual-aid agencies of Banner County Fire Department, Gering Fire Department, Gering Valley Rural Fire Protection District, Henry Fire Department, Hemingford Fire Department, Kiowa Rural Fire Protection District, Lyman Fire Department, McGrew Rural Fire Protection District, Mitchell Fire Department, Mitchell Rural Fire District, Minatare Rural Fire District, Morrill Fire Department, Sheep Creek and Farmers Rural Fire Protection District, Scottsbluff Rural Fire Protection District, Scotts Bluff County Consolidated Communications Center, Torrington Fire Department, U.S. Fish and Wildlife, and Western Nebraska Regional Airport Crash Rescue.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Scottsbluff Fire Department on behalf of the Scotts Bluff County Mutual Aid Association

PRESENTATION BY: Tom Schingle

SUMMARY EXPLANATION: The mutual-aid agreement between agencies in Scotts Bluff and Banner Counties and Torrington, Wyoming, has not been updated since 1980. This agreement states that, when available, we will assist each other with providing emergency services. Hemingford Fire Department asked to join the Association and it was determined that an update to the agreement is warranted.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Approve and authorize the Mayor to sign

EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) Mutual-Aid Agreement

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

Tom Schingle

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

**SCOTTS BLUFF COUNTY MUTUAL AID ASSOCIATION
MUTUAL AID AGREEMENT**

For the purpose of better insuring the safety of the lives and property of our citizens from fire loss, medical emergencies and natural disasters – the communities and rural fire protection districts of Scotts Bluff County, Nebraska and adjoining jurisdictions including their official signature(s), pledge our mutual cooperation in fighting fires and other emergencies which assume or threaten to assume proportions beyond the capacity of the fire defenses and/or emergency capabilities of any individual town or rural fire protection district, or of any community or mutual aid association adjoining the Scotts Bluff County Mutual Aid Association from which a request for assistance has been made; to this purpose we pledge our assistance to each other in the use of fire apparatus, firefighters, fire officials, fire equipment, emergency medical services equipment, and any other item(s) of fire defense and/or emergency medical services equipment required to control a fire or emergency – whatever may be its cause. This mutual aid agreement and area shall be known as the Scotts Bluff County Mutual Aid Association.

The services performed and expenditures made under this agreement shall be deemed for public and governmental purposes. All immunities from liability and exemptions enjoyed by the local political subdivisions and its fire personnel and rescue personnel, within its boundaries shall extend to its participation in rendering mutual aid under this agreement outside its boundaries unless otherwise provided by law. To the extent permitted by law, each party to this agreement waives any and all claims against all the other parties hereto which may arise out of their activities outside their respective jurisdictions while rendering aid under this agreement, and indemnifies and saves harmless the other parties to this agreement from all claims by third parties for property damage or personal injury which may arise out of the activities of the other parties of this agreement outside their respective jurisdictions while rendering aid under this agreement.

Fire personnel and rescue personnel rendering assistance under this agreement shall do so under the direction and control of the appropriate official designated by the jurisdiction requesting the aid.

This agreement shall remain in effect as to all of the parties until terminated by any of the parties hereto upon thirty (30) days written notice setting forth the date of such termination; withdrawal from this agreement by one party shall not terminate this agreement among the remaining parties.

In earnest of our intention to extend our full cooperation, we affix the signatures of our Executive Official, the Chief of the Fire Department, President of the Rural Fire Protection District and our official seal.

This agreement supersedes the original agreement of 1980.

BANNER COUNTY FIRE DEPARTMENT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

GERING FIRE DEPARTMENT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

GERING VALLEY RURAL FIRE PROTECTION DISTRICT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

HENRY FIRE DEPARTMENT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

HEMINGFORD FIRE DEPARTMENT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

KIOWA RURAL FIRE PROTECTION DISTRICT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

LYMAN FIRE DEPARTMENT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

MCGREW RURAL FIRE PROTECTION DISTRICT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

MITCHELL FIRE DEPARTMENT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

MITCHELL RURAL FIRE DISTRICT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

MINATARE RURAL FIRE DISTRICT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

MORRILL FIRE DEPARTMENT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

SHEEP CREEK AND FARMERS RURAL FIRE PROTECTION DISTRICT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

SCOTTSBLUFF CITY FIRE DEPARTMENT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

SCOTTSBLUFF RURAL FIRE PROTECTION DISTRICT

Dated this 17 of OCTOBER, 2019

Rusty Schupp
Signature

Paul Reisig
Signature

Rusty Schupp Chief
Printed name and title

PAUL REISIG, PRESIDENT
Printed name and title

SCOTTS BLUFF COUNTY CONSOLIDATED COMMUNICATIONS CENTER

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

TORRINGTON FIRE DEPARTMENT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

U.S. FISH AND WILDLIFE

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

WESTERN NEBRASKA REGIONAL AIRPORT CRASH RESCUE

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title