

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the Boone County Fire Protection District (BCFPD) and the City of Columbia, Missouri (CITY);

WHEREAS, there is currently pending a Declaratory Judgment Action between the parties (and the County of Boone, Missouri) being Case No.: 19BA-CV00365 in the Circuit Court of Boone County, Missouri, wherein the parties seek to determine the rights, duties and obligations of the parties pursuant to §321.320.2 RSMo. including who shall be the primary service provider and incident commander to areas that have been or may be annexed by the City of Columbia after June 1st, 2018; and

WHEREAS, it was the intent of BCFPD when requesting the amendments to Section 321.320.2 RSMo that BCFPD would remain as the primary service provider and incident commander to areas may be annexed by the City of Columbia after June 1, 2018 and the City of Columbia would have no statutory obligation to provide fire and emergency medical services within any annexed territory served by BCFPD; and

WHEREAS, the parties desire to seek a legislative amendment to clarify the intent of the 2018 legislative enactment; and

WHEREAS, the parties have now reached an agreement regarding the same and desire to reduce the same to writing;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The parties agree that they will submit to the Missouri Legislature a proposed Amendment to §321.320.2 that provides as follows:

With regard to any newly annexed territory contained within a fire district boundary a municipality has no obligation to respond to calls for service within such area.

2. The parties agree that pending any such legislative enactment and its effective date, that the parties will enter into a joint motion to stay the pending litigation.
3. The parties agree that pending any such legislative enactment and its effective date, that they will advise the County of Boone and Joint Communications that for areas annexed by the City of Columbia after June 1st, 2018, that Joint Communications shall dispatch BCFPD as the primary responder and that BCFPD will have incident command. In the event BCFPD is unable to respond, BCFPD will request joint communications dispatch CITY to provide mutual aid. In those instances, the first responding unit will have incident command, however, if BCFPD is able to

respond, and arrives after CITY, incident command will then be passed to BCFPD following the procedure already established by the parties in similar situations.

4. The parties acknowledge and agree that for those areas annexed by CITY after June 1st, 2018, that the most stringent fire codes will apply and that review will be conducted by CITY and BCFPD.
5. In the event that there is no legislative enactment making an amendment as suggested above, during the 2019 legislative session, then this Agreement shall terminate effective June 1st, 2019 unless extended by the parties and should this Agreement be then terminated, the parties will advise the Circuit Court of Boone County, Missouri that they wish the stay of the pending litigation to be lifted and the parties would then be free to pursue their respective remedies sought in the pending Declaratory Judgment Action.
6. In the event of a legislative enactment as suggested above the parties agree then to a joint dismissal without prejudice of the pending Declaratory Judgment Action.
7. The parties agree that cooperation, assistance, and mutual aid are of primary importance to their shared objectives and protection of their constituents.

WHEREFORE, the parties have executed this Agreement, approved by their governing Boards the day and year first above written.

BOONE COUNTY FIRE
PROTECTION DISTRICT

By: _____
David Griggs – Chairman

ATTEST: _____
Secretary

CITY OF COLUMBIA, MISSOURI

By: _____
Mayor

ATTEST: _____