

Memorandum of Understanding

This agreement is between the City of Livingston Fire Department, hereinafter referred to as LFD and the Polk County Fire Marshal's Office, hereinafter referred to as PCFMO.

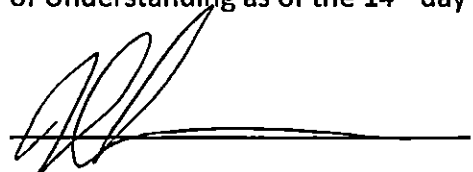
WHEREAS, the PCFMO desires to have assistance from the LFD, in the areas of fire prevention i.e.: inflatable fire prevention house, LION digital fire extinguisher training system, cargo trailer, and other items used for fire prevention.

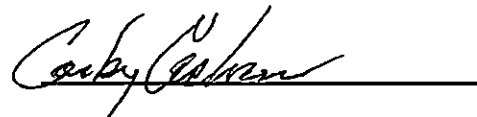
WHEREAS, the LION digital fire extinguisher training system, cargo trailer and 50% of the inflatable fire prevention house is property of PCFMO, will hereinafter be referred to as Property and the remaining 50% of the inflatable fire prevention house is property of LFD.

NOW THEREFORE, in consideration of the mutual understanding herein contained, the parties here to agree as follows:

1. The PCFMO will store the Property within a LFD station.
2. LFD and PCFMO will share use of the Property for fire prevention.
3. LFD and PCFMO will provide assistance to the other party upon request for fire prevention within Polk County.
4. In the temporary absence of a County Fire Marshal, LFD will maintain possession and control of Property.
5. In permanent absence of a Polk County Fire Marshal, LFD will take 100% possession of inflatable fire prevention house and will be given the opportunity to negotiate a price for the Property with Polk County Commissioners Court.
6. This MOU represents the entire Agreement between the Parties and supersedes any prior understanding or written or oral agreement relating to the subject matter herein.
7. This MOU may not be modified, altered, changed, or amended, except by written agreement of both Parties.
8. This agreement shall automatically renew for subsequent and successive one (1) year periods beginning June 1, 2023 unless either party gives written notice of its intent to terminate the Agreement at any time and for any lawful reason which. This notice shall be effective immediately when delivered to the other party by email, hand delivery or sealed in an envelope with sufficient postage affixed and deposited in the US Mail.

IN WITNESS WHEREOF, the Parties hereto have attested and executed this Memorandum of Understanding as of the 14th day of June, 2022


Jacob Chapman
Polk County Fire Marshal
Polk County Fire Marshal Office


Corky Cochran
Livingston Fire Department Chief
Livingston Fire Department