

**AGREEMENT FOR FIRE SERVICE MUTUAL AID
BETWEEN
CITY OF COLUMBIA
AND
CITY OF MOBERLY**

THIS AGREEMENT for fire service mutual aid is made by and between the CITY OF COLUMBIA, MISSOURI ("COLUMBIA"), a municipal corporation and the CITY OF MOBERLY, MISSOURI ("MOBERLY"), a municipal corporation and is entered into on the date of the last signatory below (hereinafter "Effective Date"). COLUMBIA and MOBERLY are each individually referred to herein as a "Party" and collectively as "Parties."

WHEREAS, Section 320.090 of the Revised Statutes of the State of Missouri permits mutual aid between municipal fire departments, fire protection districts, and fire protection associations, and

WHEREAS, the two parties to this agreement are fire service organizations desiring to secure to their respective geographical area 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 fire, emergency medical incidents, rescue incidents, hazardous materials incidents, and natural disasters, and

WHEREAS, there might arise in one of the said fire service organization an emergency of such proportion, or other circumstances as to require the assistance of the other party in controlling or managing such significant emergencies;

IT IS THEREFORE MUTUALLY AGREED for and in consideration of the mutual agreements between the selected parties that:

1. The following terms shall have the following meanings when used in this agreement:
 - a. Requesting party is a signatory fire service organization hereto that is requesting mutual aid assistance from another fire service organization.
 - b. Responding party is a signatory fire service organization hereto that is called upon to provide mutual aid assistance.

2. Upon request for mutual aid assistance, the Responding Party will send equipment, personnel, and other resources to any point within the area for which the Requesting Party normally provides service; provided, however that response is to be given only when the Responding Party, in the judgment of its fire chief or designated representative, can reasonably furnish such assistance without imperiling the safety of the citizens served by the Responding Party.

3. The fire service organizations, parties hereto, agree not to call for assistance unless it is of an emergency nature, and the circumstances exist where the Requesting Parties resources have been significantly reduced by the emergency response.
4. The authority in charge of the Responding Party shall be the sole judge of the extent and amount of assistance to be furnished under the circumstances of each particular case. It is agreed that the parties shall not be liable in any other way to the other, or its inhabitants or any person, firm, or corporation for the failure to assistance requested.
5. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. Any request for aid shall include a statement of the requested resources, and shall specify the location for response.
 - b. The parties agree to operate and coordinate the emergency incident within the organizations framework of the National Incident Management System.
 - c. A Responding Parties operational units shall be under the immediate supervision of the Responding Parties designated representative.
 - d. A Responding Party shall be released by the Requesting Party when, in the judgment of the incident commander, the services of the Responding Party are no longer required. Provided, however, it is mutually recognized that each party hereto owes their primary allegiance and service to its own citizens. Therefore, the Responding Party may be recalled by its fire chief, or designated representative if, in the officer's opinion, a need exists for the Responding Party to render services within its normal service area.
6. Each party, in consideration of this agreement to provide emergency assistance, does waive any and all claims against each other party for damages or compensation for any loss, damage, personnel injury, death, or any other matter occurring as a consequence of performance under this agreement.
7. The Parties agree that notwithstanding anything stated elsewhere in the Agreements, nothing shall be construed to constitute a waiver by the Parties of the defense of sovereign immunity and that to the extent permitted by law, neither Party will indemnify the other under the terms of the Agreement.

8. No party to this agreement shall be under any obligation to reimburse the other parties for any cost or services incurred pursuant to rendering of or acceptance of any equipment or manpower under the terms of this agreement. The Requesting Party shall reimburse the Responding Party for consumables utilized at an incident.
9. It is recognized that the interest herein are mutual and the contract is entered into for the common good of the general public of the parties hereto, and for strictly governmental purpose.
10. Any party may cancel mutual aid with the other party upon providing sixty (60) day written notice.
11. Parties may elect to specific additional provisions by addendum to this agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their duly authorized representatives as of the date of the last signatory hereto.

CITY OF COLUMBIA, MISSOURI

By: _____ *DRS*
De'Carlton Seewood
City Manager
Date: _____

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/mc

MOBERLY, MISSOURI

By: Michael R. Bugalski

Name: Michael R. Bugalski

Title: City Manager

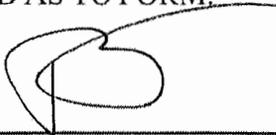
Date: 05/19/2025

ATTEST:

By: Shannon Hance

Name: Shannon Hance, City Clerk

APPROVED AS TO FORM:



Randall Thompson, City Attorney

BILL NO. 9885

ORDINANCE NO. 9885

AN ORDINANCE AUTHORIZING AND APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF MOBERLY, MISSOURI AND THE CITY OF COLUMBIA, MISSOURI.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, TO-WIT:

SECTION ONE: Section 44.090 of the Missouri Statutes provide for Mutual Aid Agreements by any political subdivision or public safety agency with any other public or private agencies and Section 70.210 through 70.320 RSMo. provide that political subdivisions may contract with other public or private agencies for a common service.

SECTION TWO: The City of Moberly and the City of Columbia, Missouri desire to enter into an Agreement for Fire Service Mutual Aid (the "Agreement"), attached, to provide for emergency assistance during fire emergencies for an indeterminant term, cancellable by either party on sixty (60) days' notice.

SECTION THREE: The City Council hereby accepts and approves the attached Agreement and hereby authorizes the City Manager for the City of Moberly to execute such Agreement on behalf of the City.

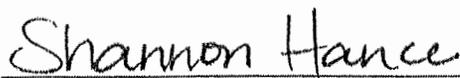
SECTION THREE: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted and further the Council authorizes the City Manager to take such other and further action as may be required to accomplish the purposes of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 19th day of May, 2025



Presiding Officer at Meeting

ATTEST:



Shannon Hance, CMC/MRCC, City Clerk