

## FIRE SERVICE COOPERATIVE AGREEMENT

This agreement is made and entered into by and between the City of Columbia, Missouri (“City”) and the Boone County Fire Protection District (“Fire District”) and will be effective the date of signature by the Party last executing this Agreement (“Effective Date”). City and the Fire District are each individually referred to herein as a “Party” and collectively as the “Parties”.

The parties agree as follows:

1. **Definition:** As used in this agreement “automatic aid” means both departments are dispatched automatically to the same call for service.
2. **Primary Service Responsibility and Automatic Aid:** The following areas of Highway 63 and I-70 have been designated as areas requiring automatic aid.
  - a. Highway 63 North.
    - i. Paris Road (Route B) to Prathersville Road: The City and Fire District shall both be dispatched to respond simultaneously to all fire and emergency medical calls occurring on Highway 63 North between Paris Road (Route B) and Prathersville Road. This area includes both northbound and southbound lanes of Highway 63 and both exit and entrance ramps north of Paris Road (Route B) and south of Prathersville Road.
  - b. Highway 63 South.
    - i. Grindstone Parkway, Highway AC, New Haven Avenue to Huggard Lane J-Turn: The City and Fire District shall both be dispatched to respond simultaneously to all fire and emergency medical calls occurring on Highway 63 South between Grindstone Parkway/Highway AC/New Haven Avenue and the J-Turn at Huggard Lane. This includes both northbound and southbound lanes and the exit and entrance ramps south of Grindstone Parkway /Highway AC/New Haven Avenue.
  - c. Interstate 70.
    - i. Highway 63 Connector to Route Z: The City and Fire District shall both be dispatched to respond simultaneously to all fire and emergency medical calls occurring on I70 between the Highway 63 Connector and Route Z. This includes both eastbound and westbound lanes of I70 and the exit ramps east of Highway 63 Connector and west of Route Z.
    - ii. Stadium Boulevard to Highway 40 (Midway): The City and Fire District shall both be dispatched to respond simultaneously to all fire and emergency medical calls occurring on Interstate 70 between Stadium Boulevard and Highway 40 (Midway). This includes both eastbound and westbound lanes of I70 and the exit and entrance ramps west of Stadium Boulevard and east of Highway 40.
3. **Term:** This agreement shall be in effect from the Effective Date until midnight December, 31, 2023.

4. **Termination:**

- a. By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
- b. By Convenience. With thirty (30) days written notice, either Party may terminate this Agreement for convenience.

5. **Costs and Liability:**

- a. Nothing in this Agreement shall require a Party to reimburse any other party for the cost of providing the services set forth in this Agreement; each party shall pay its own costs for responding as described above. Provided, however, that nothing in this Agreement shall limit eligibility for reimbursement under any other agreement or law.
- b. For purposes of this Agreement, each Party's employees shall be deemed to be the employees and agents of that Party only, and under no circumstances shall any employee be deemed to be an employee or agent of any other entity or the other Party. Each Party shall be liable for its actions as well as the actions of the respective Party's employees, volunteers, agents, subcontractors, and officers. Neither Party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees, volunteers, members, officers or others for whom the Party is responsible.
- c. Each Party waives all claims against the other Party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this Agreement. Each Party shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether the death, injury or damage occurs at or in responding to an emergency within the described boundary.
- d. Any damage or other compensation which is required to be paid to any fire department or fire district employee or volunteer by reason of his/her injury occurring while his/her services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the Party providing the services of that person at the time of the injury.
- e. There shall be no liability imposed on any Party or its personnel for failure to respond to an incident due to resource limitations or as a result of any act or omission in good faith to fulfill the terms of this Agreement.
- f. The sole remedy for nonperformance under this Agreement shall be termination of this Agreement.

6. **No Assignment:** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

7. **Notices:** Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

**If to the City:**  
City of Columbia  
Columbia Fire Department  
201 Orr Street  
Columbia, Missouri 65201  
ATTN: Fire Chief

**If to the Fire District:**  
Boone County Fire Protection District  
2201 I-70 Drive Northwest  
Columbia, MO 65202  
ATTN: Fire Chief

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

8. **No Third-Party Beneficiary:** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
9. **Governing Law and Venue:** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in the Circuit Court for Boone County, Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such court in the State of Missouri.
10. **Amendment:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
11. **No Waiver of Immunities:** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day set forth below each of their signatures.

**CITY OF COLUMBIA, MISSOURI**


By: \_\_\_\_\_  
John Glascock, Interim City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor/JKM 

**BOONE COUNTY FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_  
David Griggs, Chairman

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_