

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this ____ day of September, 2025, by and between the City of Jackson, Missouri, a municipal corporation ("Donor"), and the City of Delta, Missouri, a municipal corporation ("Recipient").

RECITALS

WHEREAS, the City of Delta, Missouri, has recently suffered significant devastation due to a tornado, impacting its infrastructure and public safety resources;

WHEREAS, the City of Jackson, Missouri, desires to show support to the City of Delta during its time of need by donating certain equipment at no cost to assist in recovery efforts;

WHEREAS, the Donor possesses a 3M Scott Air-Pak X3 Pro Self-Contained Breathing Apparatus ("SCBA") (the "Equipment") that it wishes to donate to the Recipient;

WHEREAS, the Recipient desires to accept the donation of the Equipment to aid in its public safety operations;

WHEREAS, the parties agree that the donation shall be made on an "as-is" basis, with no representations or warranties regarding the condition, functionality, or suitability of the Equipment; and

WHEREAS, the Recipient agrees to release the Donor from any and all claims related to the Equipment;

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

AGREEMENT

1. **Donation of Equipment.** The Donor hereby agrees to donate the Equipment to the Recipient at no cost. The donation shall be completed upon delivery of the Equipment to the Recipient at a mutually agreed-upon location and time.

2. **Acceptance "As-Is."** The Recipient acknowledges and agrees that it accepts the Equipment in its current "as-is" condition, without any representations, warranties, or guarantees, express or implied, from the Donor regarding the Equipment's condition, quality, merchantability, fitness for a particular purpose, or compliance with any laws, regulations, or standards. The Recipient has had the opportunity to inspect the Equipment prior to acceptance and assumes all risks associated with its use.

3. **Release of Liability.** The Recipient hereby releases, waives, and forever discharges the Donor, its officials, employees, agents, and representatives from any and all claims, demands, liabilities, actions, causes of action, damages, costs, or expenses (including attorneys' fees)

arising out of or related to the Equipment, including but not limited to its donation, acceptance, use, maintenance, or disposal. This release shall survive the termination of this MOU.

4. **No Further Obligations.** The parties agree that this donation imposes no further obligations on either party beyond those expressly stated herein. The Donor shall not be responsible for any transportation, installation, maintenance, repair, or disposal costs associated with the Equipment.

5. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict of laws principles, and venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

6. **Entire Agreement.** This MOU constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral.

7. **Amendments.** Any amendments to this MOU must be in writing and signed by authorized representatives of both parties.

8. **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. **Effective Date.** This MOU shall become effective upon the last signature below.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first above written.

CITY:

CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

CITY:

CITY OF DELTA, MISSOURI

Travis Keys, Mayor

ATTEST:

Missi Parks, City Clerk