

AUTOMATIC AID AGREEMENT

WHEREAS, the City of Moberly, Missouri (hereinafter the "City") and the Westran Fire Protection District (hereinafter the "District") have deemed it critical to the safety of citizens and property in their respective jurisdictions to enter into this automatic aid agreement (the "Agreement") to provide fire personnel, equipment, and materials beyond their territorial limits through mutual cooperation as set forth herein; and

WHEREAS, Missouri law provides for the execution of such automatic aid agreements among political subdivisions of the State, public safety agencies, fire departments, and fire protection districts as authorized by their respective governing bodies; and

WHEREAS, the parties hereto desire to avail themselves of the authority conferred by state law; and

WHEREAS, the purpose of this Agreement is to provide each of the parties, through their mutual cooperation, a predetermined plan by which each might render aid to the other in case of an emergency which demands emergency medical services, fire and search and rescue.

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

1. SERVICES PROVIDED. City and District agree to assist each other by furnishing the necessary equipment, personnel, and/or materials to supplement each agency's resources in responding to fires or other emergency events. It is understood that no party shall be required to unduly deplete its resources in furnishing such assistance. If a party is unable to meet a request for services, they shall advise them immediately.
 - A. AUTOMATIC MUTUAL AID. It is understood and agreed that the City may own or control real estate or personal property within the territorial limits of the District and has a vested interest in protecting such property. The City may automatically respond to fires or other emergencies involving said City property in the District with or without a request for aid from the District.
2. COMPENSATION AND BENEFITS. Each party to this Agreement shall assume all costs of salaries, wages, workers compensation benefits, or other compensation for its own personnel that responds for duty under the terms of this Agreement and shall also assume all cost involving the use of apparatus, equipment, and tools used specifically in providing aid and shall make no charge for such use to the other party.

Each party shall assume all liability and responsibility for bodily injury to its personnel and damage to its own apparatus and/or equipment. Each party shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.

Neither party shall in any way be deemed liable or responsible for the personal property of the members of the other party which may be lost, stolen, or damaged while performing their duties in responding under the terms of this Agreement.

3. MISCELLANEOUS PROVISIONS.

A. The authorized official of a party requesting aid, shall in all instances except for automatic aid referenced in Section 1.a., above, be in command of the overall emergency operations as to strategy, tactics, and overall directions of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the authorized official in command of the responding party. The City shall be in command of emergency operations involving its own real or personal property (i.e., Heritage Hills Golf Course) within the District.

B. The authorized official in command of the responding party shall retain control over his/her personnel at the incident scene. Should he/she determine that any direction given by the authorized official of the requesting party would result in unsafe conditions for persons under his/her control; the authorized official in command of the responding party shall have authority to refuse such direction.

C. The term of this Agreement shall be indefinite; however, either party may cancel their participation upon providing sixty (60) days written notice of cancellation to the Chief of the other party.

4. EXECUTION; COUNTERPARTS. Each person executing this Agreement, in a representative capacity, warrants and represents that they have authority to do so, and upon request by the other party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF MOBERLY
(the "City")

WESTRAN FIRE PROTECTION DISTRICT
(the "District")

By: Michael Bugalski, City Manager

By:

ATTEST:

ATTEST:

Shannon Hance, CMC/MRCC, City Clerk
