

AN ORDINANCE
PROVIDING FOR MUTUAL ASSISTANCE
BETWEEN
FIRE PROTECTION DISTRICTS
MUNICIPALITIES
AND OTHER
POLITICAL SUBDIVISIONS

WHEREAS, by the provisions of Section 321.600 and Sections 70.210 to 70.320, inclusive, of the Revised Statutes of Missouri, municipalities and political subdivisions may contract and cooperate with each other for a common service, and, by the provisions of Section 71.370 to 71.390, inclusive, may interchange the services of their fire departments; and,

WHEREAS, there are different fire protection districts and fire departments servicing various areas of St. Louis County, Jefferson County, Franklin County and the City of St. Louis, all located in the State of Missouri, and as fire knows no geographic boundries the urgent cooperation among such fire protection districts and fire departments, to afford proper and efficient fire protection in any of these areas is of mutual benefit; and,

WHEREAS, in the nature of fire-fighting it is always possible that a fire may rapidly grow so large that cooperation among different fire protection districts and fire departments is a vital necessity to the public welfare, in order to provide help in emergencies, and such cooperation has long been an established custom of fire protection districts and fire services; and,

WHEREAS, the Board of Directors of the Eureka Fire Protection District of St. Louis County and Jefferson County, Missouri, and the other parties listed below do each deem it to be advantageous to their respective entities, and to the inhabitants thereof, and the property located therein, that such mutual aid agreement be made by and between those entities:

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE EUREKA FIRE PROTECTION DISTRICT OF ST. LOUIS COUNTY AND JEFFERSON COUNTY, STATE OF MISSOURI, that Ordinance No. 2 of the Eureka Fire Protection District is hereby repealed and a new ordinance enacted in lieu thereof as follows:

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WHEREAS, there are different fire protection districts and fire departments servicing various areas of St. Louis County, Jefferson County, Franklin County and the City of St. Louis, all located in the State of Missouri, and as fire knows no geographic boundries the urgent cooperation among such fire protection districts and fire departments, to afford proper and efficient fire protection in any of these areas is of mutual benefit; and,

WHEREAS, in the nature of fire-fighting it is always possible that a fire may rapidly grow so large that cooperation among different fire protection districts and fire departments is a vital necessity to the public welfare, in order to provide help in emergencies, and such cooperation has long been an established custom of fire protection districts and fire services; and,

WHEREAS, the Board of Directors of the Eureka Fire Protection District of St. Louis County and Jefferson County, Missouri, and the other parties listed below do each deem it to be advantageous to their respective entities, and to the inhabitants thereof, and the property located therein, that such mutual aid agreement be made by and between those entities:

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE EUREKA FIRE PROTECTION DISTRICT OF ST. LOUIS COUNTY AND JEFFERSON COUNTY, STATE OF MISSOURI, that Ordinance No. 2 of the Eureka Fire Protection District is hereby repealed and a new ordinance enacted in lieu thereof as follows:

ORDINANCE 2

AN ORDINANCE CONTRACTING WITH NAMED CITIES, VILLAGES, MUNICIPALITIES, AMBULANCE DISTRICTS, AND FIRE PROTECTION DISTRICTS FOR INTERCHANGE OF SERVICE WITH THE EUREKA FIRE PROTECTION DISTRICT OF ST. LOUIS COUNTY AND JEFFERSON COUNTY, STATE OF MISSOURI; PROVIDING THE TERMS AND PROVISIONS OF THE AGREEMENT FOR SUCH COOPERATIVE SERVICE; AND PROVIDING HOW SUCH AGREEMENT MAY BE TERMINATED BY EITHER PARTY.

SECTION ONE. PARTIES. The Eureka Fire Protection District of St. Louis County and Jefferson County, Missouri, agrees and contracts, each in consideration of the mutual benefits derivable hereunder for each of said parties and their inhabitants, and in further consideration of the mutual covenants and agreements hereinbelow contained, with the parties herein named that they shall cooperate for mutual aid in providing fire protection to their inhabitants and to property within their respective territories, and shall interchange the services of their fire departments, upon the terms and provisions of this Ordinance and of another similar Ordinance to be enacted herewith or having already been enacted by the aforesaid other parties listed below, the exchange of a certified copy of this Ordinance with a certified copy of such other Ordinance between the parties shall constitute the contract between them, which parties are as follows:

a) Cities:

Berkeley	Richmond Heights
Brentwood	Rock Hill
Clayton,	St. Charles
Crestwood	St. Louis
Des Peres	Shrewsbury
DeSoto	Town & County
Ferguson	University City
Frontenac	Washington
Glendale	Webster Groves
Hazelwood	
Herculaneum	
Jennings	
Kirkwood	
Ladue	
Maplewood	
Olivette	

b) Fire protection districts:

Affton	Normandy
Antonia	O'Fallon
Ballwin	Pacific
Black Jack	Pattonville-Bridgeton
Boles	Robertson
Bourbon	Rock Community
Cedar Hill	Riverview

Chesterfield	St. Charles
Creve Coeur	St. Clair
Community	St. Peters
Cottleville	Shady Valley
DeSoto	Spanish Lake
Dunklin	Springdale
Fenton	Sullivan
Festus	Union
Florissant Valley	Valley Park
High Ridge	West Overland
Kinlock	
Lemay	
Manchester	
Maryland heights	
Mid-County	
Melville	
Moline	

c) Ambulance districts:

Big River	St. Charles
Meramec	St. Clair
North Jefferson County	Union
Rock Township	Washington

SECTION TWO. EXCHANGE OF COPIES. Forthwith upon the enactment of this Ordinance, the President and Secretary of the Eureka Fire Protection District are each hereby authorized and directed that they shall duly make a copy of this Ordinance, certifying the same to be a true and correct copy hereof as adopted by this District, and affixing their names, their respective offices, and the seal of the district thereto as evidencing such certification, and to deliver such certified copy to the aforesaid other parties set out in Section One.

SECTION THREE: TERMINATION. At any time this District or the aforesaid other parties may give written notice to the other, which notice need not be stated in any particular form, but shall state words to the effect that the notifying party desires to terminate the agreement made by exchange of these Ordinances, which notice shall also be dated as of the date of giving thereof. Such notice may be given by delivery to the Chief Executive Officer or to the Fire Chief of the other party or by ordinary letter addressed to such chief Executive Officer or Fire Chief. Thirty (30) days after the giving of such notice (that is, the date on which such notice is delivered or mailed), the agreement accomplished by the exchange of Ordinances hereunder shall thereupon be terminated as of midnight of such thirtieth (30th) day. In the computation of such thirty (30) day period, the date of the notice shall not be included.

SECTION FOUR: COMPENSATION. Neither party to the agreement hereunder shall become entitled to receive, nor become obligated to pay, any compensation or remuneration or reimbursement of any kind to the other party under such agreement, for any services whatever performed according to

such agreement.

SECTION FIVE. LIABILITY. Neither party to the agreement accomplished by the exchange of Ordinances shall be liable to the other, or to any other person, or organization, or entity, for any neglect, omission, act, or for any other cause whatever arising out of or in any manner connected with such agreement, or any of its terms or provisions, or the execution thereof. Such agreement is not intended to confer any benefits on any other persons, legal or natural, that the contracting parties thereto; such agreement shall not be construed as made for the benefit of any third party, legal or natural, nor shall either party to such agreement be deemed, by reason thereof, to have undertaken any duty or obligation whatever to any third person or persons, legal or natural.

SECTION SIX: LOSS OR DAMAGE. Any loss or damage to any fire vehicle or other equipment incurred in the performance of the provisions of such agreement shall be the responsibility of respective owner thereof, without any liability or obligation whatever on any other party to such agreement to compensate, or reimburse, or in any manner pay for the same merely because of such agreement.

SECTION SEVEN: MUTUAL AID.

a) If there shall occur within the area encompassed by either party to such agreement any fire or other occurrence requiring the use of fire department equipment of any kind, and if the Fire Chief (or other Senior Officer then present, of whatever rank) of the party to such agreement within whose area such occurrence is located shall notify the other party to such agreement that the help of such other party is requested, then such other party shall immediately dispatch such of its fire department, equipment and personnel as may be required for the handling of such fire or other occurrence, to the scene thereof, to assist the notifying party within whose area such fire or other occurrence is located. Such notification may be given by any practicable method, whether by radio, by telephone, or in any other manner. While within the area of the notifying party, such fire department, its equipment and personnel shall be under the command of the ranking officer then present of the notifying party within whose area such fire or other occurrence is located, for all purposes relating thereto. However, if at the time of such notification there is any situation within the area of the party notified, which in the judgment of its Senior Officer, requires that some or all of its fire department, equipment, personnel, or ambulance, remain within the area of such notified party by reason of any such situation, such Senior Officer shall so notify the person calling for aid hereunder and the notified party may decline to respond.

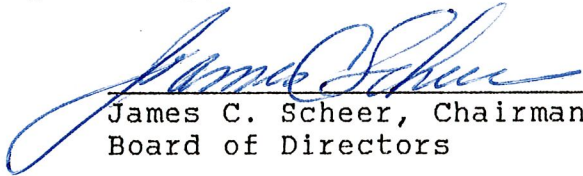
b) The phrase, "fire department equipment", as used in this section, means and includes all firefighting, fire prevention, rescue, ambulance and other vehicles of the Eureka Fire Protection District and also all portable equipment, accessories and tools of any kind used by the District in performance of its firefighting, fire prevention, rescue and ambulance services, whether or not the same are carried in or upon any of the aforesaid vehicles and whether or not used as part of, or in connection with, any of the aforesaid vehicles, it being the intention of this Ordinance to authorize complete mutual aid by Eureka Fire Protection District with all the other parties mentioned hereinabove in this ordinance, including the use by Eureka Fire Protection District for such mutual aid, of any and all of the aforesaid items in accordance with the provisions of this Ordinance.

SECTION EIGHT: TELEPHONES. Both parties to such agreement shall maintain its own telephone service, at its own fire station or stations, which telephone service is limited exclusively for fire calls. If either party to such agreement now has or hereafter shall have radio equipment, such radio equipment shall be available for fire calls, and, unless prevented by disaster or other factor beyond the control of the parties to such agreement, shall be in constant operation during all of the time when any fire department, equipment or personnel of either party to such agreement may be called or may be present in the area of the other party thereto. However, nothing in such agreement shall prevent either party thereto from maintaining additional or duplicate telephone or radio equipment which is not limited to fire calls.


SECTION NINE: STATUS. While any fire department, equipment or personnel of either party to such agreement is within the geographical area of the other party thereto, such fire department, equipment and personnel shall have the same status in relation to any Ordinances or other laws or regulation of such other party intended for the protection or convenience of its fire department, equipment and personnel as the fire department, equipment, and personnel of the party calling for such mutual aid; but nothing in such agreement shall be construed to make any fireman or officer of either party to such agreement in any manner employees or staff members of the other party's fire department or organization. To the extent that firemen or officers of either party to such agreement, by law or ordinance or regulation, have any police or other regulatory power while engaged in fire work, the same power shall be conferred upon the other party's firemen and/or officers while in the area of a notifying party in response to any call for mutual aid pursuant to such agreement.

SECTION TEN: PARTIAL INVALIDITY. If any section, part, phrase, sentence, paragraph, word, or piece whatever of this Ordinance be held unconstitutional, or illegal, or invalid, for any reason whatever, the remainder of this Ordinance shall remain in full force and effect.


SECTION ELEVEN: EMERGENCY ENACTMENT. It being deemed that the situation intended to be met by such Ordinance constitutes an emergency directly affecting the lives and health of the inhabitants of the areas encompassed by the parties in this Ordinance, and the protection of property within those areas, this Ordinance shall take effect and be in full force and effect immediately from and after the enactment of same. This Ordinance having been duly considered and voted upon by the Board of Directors of the Eureka Fire Protection District of St. Louis County and Jefferson County, Missouri, the Ordinance is enacted as an Ordinance of the Eureka Fire Protection District on this 26th day of July, 1988.

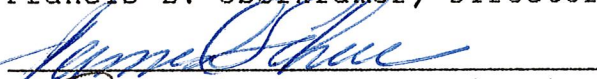

James C. Scheer, Chairman,
Board of Directors

Attest:


Francis B. Oberkramer
Secretary & Director.

(seal)


Francis B. Oberkramer, Director {voted aye}


James C. Scheer, Director {voted aye}


Fred J. Svoboda, Director {voted aye}