

**AN ORDINANCE  
PROVIDING MUTUAL ASSISTANCE  
BETWEEN  
FIRE PROTECTION DISTRICTS,  
MUNICIPALITIES, AND  
OTHER EMERGENCY SERVICE  
AGENCIES AND POLITICAL SUBDIVISIONS**

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WHEREAS, by the provisions of Section 320.090, Section 321.600, Sections 70.210 to 70.320, as well as 71.370 to 71.390 inclusive, Revised Statutes of Missouri, municipalities fire protection districts, ambulance districts and any other political subdivisions or emergency service associations or organizations may contract and cooperate with each other for a common service and, may interchange the service of respective emergency services; and,

WHEREAS, there are different fire protection districts, fire departments, and ambulance districts servicing various areas of St. Louis County, Jefferson County, Franklin County St. Charles County and the City of St. Louis, and, as fire knows no geographic boundaries, the urgent cooperation among such emergency service fire protection districts, fire departments, and ambulance districts to afford proper and efficient emergency services in any of these areas is of mutual benefit; and,

WHEREAS, in the nature of firefighting it is possible that an emergency may rapidly grow so that quick prompt cooperation among fire protection districts, fire departments, and ambulance districts is a vital necessity to the public welfare, in order to provide help in emergencies, and such cooperation has long been an established custom among emergency service agencies; 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 deem mutual aid to be advantageous to their respective inhabitants and the

property located therein, that mutual aid agreements be made and entered by and between such entities:

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE EUREKA FIRE PROTECTION DISTRICT, that Ordinance 2 of the Eureka Fire Protection District is hereby repealed and a new Ordinance 19 enacted in lieu thereof regarding mutual aid, as follows:

### ORDINANCE 19

AN ORDINANCE ESTABLISHING MUTUAL AID WITH CITIES, VILLAGES, MUNICIPALITIES, AMBULANCE DISTRICTS, FIRE PROTECTION DISTRICTS AND ANY OTHER EMERGENCY SERVICE ORGANIZATIONS FOR INTERCHANGE OF SERVICES WITH THE EUREKA FIRE PROTECTION DISTRICT OF ST. LOUIS COUNTY AND JEFFERSON COUNTY, MISSOURI; PROVIDING THE TERMS AND PROVISIONS OF ANY MUTUAL AID AGREEMENT FOR SUCH COOPERATIVE SERVICE; PROVIDING HOW SUCH AGREEMENT MAY BE TERMINATED BY EITHER PARTY AND REPEALING ORDINANCE 2 OF THE EUREKA FIRE PROTECTION DISTRICT.

**SECTION ONE: PARTIES.** The Eureka Fire Protection District of St. Louis County and Jefferson County Missouri, agrees in consideration of the mutual benefits derived for each party and their inhabitants, and in further consideration of the mutual covenants and agreements herein below contained that such parties shall cooperate for mutual aid in providing emergency services, including fire and medical service to their inhabitants and property within their respective territories, and shall interchange the services of their fire district, fire department, and /or ambulances, upon the terms and provisions of this Ordinance and of another similar Ordinance to be enacted herewith or having already been enacted by the other parties listed below, the exchange of a certified copy this Ordinance with a certified copy of such other Ordinance between the parties shall constitute the contract between them, or with an agreement denominated "Mutual Aid Agreement" predicated upon such other parties' duly enacted ordinances or contract if not a political subdivision, which parties are as follows:

A. MUNICIPALITIES, TOWNS, & VILLAGES:

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

B. FIRE PROTECTION DISTRICTS:

Affton, Antonia, Black Jack, Boles, Bourbon, Cedar Hill, Chesterfield, Creve Coeur, Community, Cottleville, DeSoto, Dunklin, Fenton, Festus, Florissant Valley, Goldman, High Ridge, Hillsboro, Kinlock. Lemay, Maryland Heights, Metro-West, Mid-County, Mehlville, Moline, Normandy, O'Fallon, Pacific, Patonville-Bridgeton Terrace, Robertson, Rock Community, Riverview, St. Charles, St. Charles County, St. Clair, St. Peters, Shady Valley, Spanish Lake, Springdale, Sullivan, Union, Valley Park, West County EMS & Fire Protection, and West Overland.

C. AMBULANCE DISTRICTS:

Big River, Meramec, North Jefferson County, Rock Township, St. Charles, St. Clair, Union, and 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 and to deliver such certified copy to the other parties setout in Section One.

**SECTION THREE. TERMINATION:** At any time this District or the other parties may give sixty [60] days written notice to the other notifying that a party desires to terminate the agreement made by exchange of these Ordinances. Such notice may be given by personal delivery to the Chief Executive Officer or the Fire Chief of the other party or by ordinary letter addressed to such Chief Executive Officer or Fire Chief. Sixty [60] days after the delivery of such notice, the agreement

accomplished by the exchange of Ordinances hereunder shall thereupon be terminated.

**SECTION FOUR - COMPENSATION:** Neither party to the agreement hereunder shall become entitled to receive, nor become obligated to pay, any compensation, 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 mutual aid, any of its terms or provisions. Such mutual aid is not intended to confer any benefits on any other person, natural or corporate, that the contracting parties thereto do not possess; such agreement shall not be construed as made for the benefit of any third party, natural or corporate, 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 person, natural or corporate.

**SECTION SIX - LOSS OR DAMAGE:** Any loss or damage to any fire vehicle or other equipment or personnel incurred in the performance of the provisions of this Ordinance and/or agreement shall be the responsibility of respective owner and/or employer thereof, without any liability or obligation whatever on any other party to such agreement to compensate, reimburse, or in any manner pay for the same merely because of such mutual aid 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 as well as 71.370 to 71.390 inclusive, Revised Statutes of Missouri, help is required, then such other party

shall immediately dispatch such of its fire department and /or ambulances, equipment and personnel as may be required for the handling of such fire or other emergency or 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 or 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 with whose area such fire or other emergency is located. 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 require that some or all of its fire department and/or ambulance, equipment, personnel remain with in the area of such notified party, then such senior officer shall so notify the person calling for aid hereunder and the notified party may decline to respond under this ordinance and agreement.

(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 vehicle and whether or not used as a 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 of the 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 - COMMUNICATIONS:** All parties stated in this Ordinance shall maintain or participate in a communications service for the dispatching and receipt of service calls; provided, however, that the temporary failure or malfunction of any such communication service, whether caused by human or mechanical error, shall not because or be ground for imposing liability for any damages or claim for damages which may arise due to such failure or malfunction. However, nothing in this

Ordinance shall prevent any party 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 regulations 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 Ordinance and/or agreement shall be construed to make any employee, EMT, paramedic, fireman, officer or volunteer of either party in any manner employees or staff members of the other party's emergency service organization. To the extent that personnel of either party, by law ordinance or regulation, have any police or other regulatory power while engaged in emergency work, the same power shall be conferred upon the other party's personnel while in the area of a notifying party in response to any call for mutual aid.

**SECTION TEN - PARTIAL INVALIDITY:** If any section, part, phrase, sentence, paragraph, word, or piece whatever of this Ordinance be held unconstitutional, 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 director of the Eureka Fire Protection District, the Ordinance is enacted as an Ordinance 19 of the Eureka Fire Protection District Fire Prevention Code, repealing and replacing former Ordinance No. 2 of the District.

Francis B. Oberkramer  
Francis B. Oberkramer, Chairman  
Board of Directors

ATTEST:

Carol Stallman  
Carol Stallman, Secretary

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ADOPTED AND APPROVED:

Francis B. Oberkramer  
Francis B. Oberkramer, Director

Nick A. Sacco  
Nick A. Sacco, Director

Carol Stallman  
Carol Stallman, Director

