

ORDINANCE NO. 39

AN ORDINANCE OF THE O'FALLON FIRE PROTECTION DISTRICT OF ST. CHARLES COUNTY, MISSOURI, PROVIDING FOR THE REPEAL OF ORDINANCE NO. 26 AND ENACTING A NEW ORDINANCE IN ITS PLACE PROVIDING FOR THE AUTHORIZATION FOR THE O'FALLON FIRE PROTECTION DISTRICT TO ENTER INTO CERTAIN MUTUAL AID AGREEMENTS FOR THE RECIPROCAL PROVISION OF FIRE PROTECTION SERVICES, RESCUE SERVICES, AND EMERGENCY MEDICAL SERVICES WITH OTHER FIRE DISTRICTS, AMBULANCE DISTRICTS AND MUNICIPALITIES.

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE O'FALLON FIRE PROTECTION DISTRICT OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

WHEREAS, the O'Fallon Fire Protection District, a political subdivision of the State of Missouri located wholly within St. Charles County, Missouri, was duly incorporated by final Judgment of the Circuit Court of St. Charles County, Missouri on Nov. 10, 1970, as the O'Fallon Fire Protection District of St. Charles County; and

WHEREAS, Dennis A. Emge, Dennis S. Scherer, and Willis L. Helt are the duly qualified and acting Directors of the Board of Directors of the O'Fallon Fire Protection District; and

WHEREAS, the reciprocal interchange of fire protection services, ambulance assistance, rescue services and other authorized emergency services of the **Fire Departments of the Cities** of Berkeley, Brentwood, Clayton, Crestwood, Des Peres, Elsberry, Ferguson, Frontenac, Glendale, Hazelwood, Jennings, Kirkwood, Ladue, Maplewood, Olivette, Richmond Heights, Rock Hill, Saint Charles, Saint Louis, Shrewsbury, University City, Washington, Webster Groves, and of the **Fire Protection Districts** of Affton, Augusta, Black Jack, Boles, Cedar Hill, Central County Fire & Rescue, Community, Cottleville, Creve Coeur, Eureka, Fenton, Florissant Valley, High Ridge, Kinloch, Lake Saint Louis, Lemay, Lincoln County, Marthasville, Maryland Heights, Mehlville, Metro North, Metro West, Mid-County, Monarch, New Melle, Normandy, Old Monroe, Orchard Farm, Pacific, Pattonville, Riverview, Robertson, Rock Community, Saint Clair, Shady Valley, Spanish Lake, Springdale, Union, Valley Park, Warrenton, Wentzville, Winfield-Foley, Wright City, West Alton, West County EMS & Fire, and West Overland EMS & Fire, and the **Fire Tag** entity of Portage Des Sioux, and of such other public agencies qualified by the Laws of the State of Missouri to enter into mutual aid agreements and which can provide reciprocal services, with the O'Fallon Fire Protection District of St. Charles County, Missouri and is deemed desirable for the protection of life and property in the O'Fallon Fire Protection District and in each of the aforesaid jurisdictions; and

WHEREAS, pursuant to Sections 70.210 through 70.320, 320.090, 321.220, and 321.600 of the Revised Statutes of Missouri, and per the Agreement for Statewide Fire Mutual Aid, dated August 17, 2004, municipalities, ambulance

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districts and fire protection districts may contract and cooperate with each other for common services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE O'FALLON FIRE PROTECTION DISTRICT AS FOLLOWS:

1. The Fire Chief of the O'Fallon Fire Protection District is hereby authorized to enter into and, from time to time, renew, Mutual Aid Agreements, separately and respectively with the **Fire Departments of the Cities** of Berkeley, Brentwood, Clayton, Crestwood, Des Peres, Elsberry, Ferguson, Frontenac, Glendale, Hazelwood, Jennings, Kirkwood, Ladue, Maplewood, Olivette, Richmond Heights, Rock Hill, Saint Charles, Saint Louis, Shrewsbury, University City, Washington, Webster Groves, and of the **Fire Protection Districts** of Affton, Augusta, Black Jack, Boles, Cedar Hill, Central County Fire & Rescue, Community, Cottleville, Creve Coeur, Eureka, Fenton, Florissant Valley, High Ridge, Kinloch, Lake Saint Louis, Lemay, Lincoln County, Marthasville, Maryland Heights, Mehlville, Metro North, Metro West, Mid-County, Monarch, New Melle, Normandy, Old Monroe, Orchard Farm, Pacific, Pattonville, Riverview, Robertson, Rock Community, Saint Clair, Shady Valley, Spanish Lake, Springdale, Union, Valley Park, Warrenton, Wentzville, Winfield-Foley, Wright City, West Alton, West County EMS & Fire, and West Overland EMS & Fire, and the **Fire Tag** entity of Portage Des Sioux.

2. Each Mutual Aid Agreement shall be effective only upon the passage and approval of a like ordinance or resolution by the legislative body of any of said cities or fire protection districts for the interchange of reciprocal services substantially containing the conditions and provisions set forth in the form of the Mutual Aid Agreement attached hereto as Exhibit A and incorporated herein by reference.

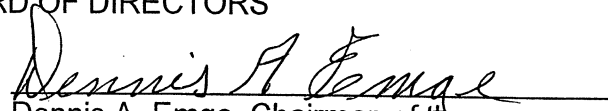
3. An executed copy of each Mutual Aid Agreement approved hereby shall, in compliance with Section 70.300 of the Revised Statutes of Missouri, be filed in the Office of the Secretary of State for the State of Missouri, in the Office of the Recorder of Deeds of the County in which each party thereto is located, and in the offices of the respective parties thereto.

4. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the Board of Directors of the O'Fallon Fire Protection District.

READ THREE TIMES AND PASSED BY THE BOARD OF DIRECTORS OF THE O'FALLON FIRE PROTECTION DISTRICT OF ST. CHARLES COUNTY, MISSOURI, THIS 13 DAY OF October, 2004.

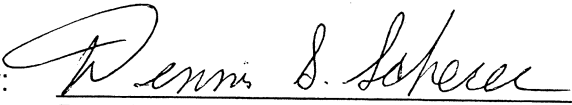
O'FALLON FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS

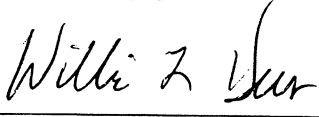
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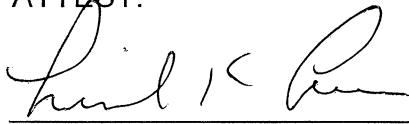
Dennis A. Emge, Chairman of the
Board of Directors

Approved Copy

By: 
Dennis S. Scherer, Vice Chairman of the
Board of Directors

By: 
Willis L. Helt, Treasurer of the
Board of Directors

ATTEST:


Linda K. Love, Secretary of the
Board of Directors

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MUTUAL AID AGREEMENT

This Mutual Aid Agreement (The "Agreement") is made and entered into this _____ day of _____, 2004, by and between the O'Fallon Fire Protection District of St. Charles County, Missouri (the "OFPD") and _____ (the "Service Organization").

WHEREAS, the interchange of fire protection, fire prevention, rescue services, hazardous material responses, public safety and EMS/ambulance assistance services between and among fire districts, ambulance districts and cities lawfully providing some or all of such services is desirable for the protection of life and property in such communities; and

WHEREAS, pursuant to Sections 70.210 to 70.320, 320.090, 321.220, and 321.600 of the Revised Statutes of Missouri, OFPD and the Service Organization are authorized to cooperate and contract, with each other and other governmental entities, for the provision of common services, including fire, rescue and emergency medical services and the interchange of such services.

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

1. Each party shall provide, if reasonably possible, fire protection, including rescues, move-ups and other emergency or tactical operations to the other when requested. Each party shall provide, if reasonably possible, ambulance assistance to the other when requested, to the extent that emergency ambulance services are publicly owned and operated under the control of the fire department, ambulance district, or fire district by both parties. It is agreed that all duties, obligations, and services shall be reciprocal between OFPD and the Service Organization.

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2. The initial term of this Agreement shall be for five (5) years following the date of this Agreement. Thereafter, this Agreement shall be automatically renewed on each five-year anniversary date for a term of five (5) years, subject to the terms and conditions herein set forth. Notwithstanding anything to the contrary herein, either party may terminate this Agreement upon sixty (60) days written notice to the other party.

3. It is understood and agreed that some fire departments and fire districts provide fire protection and ambulance service to areas outside their geographic boundaries under formalized contractual agreements. All areas which are served under such contractual agreements shall be considered to be a part of the contracting jurisdiction under the terms of this Agreement.

4. Neither party shall receive or provide compensation for damages incurred, work performed, or services rendered pursuant to this Agreement, unless expenses are reimbursable by insurance provider of person/company requiring assistance.

5. Failure to respond, or delay in responding, to a service call by either party shall not be cause or grounds for imposing liability thereon for any damages or claim for damages which may arise due to such failure or delay. The parties expressly agree that this paragraph shall be construed as a waiver and release from all liability to the other party occasioned by such failure to respond, delay in responding, or actions or inactions during any mutual aid service call. Each party hereby expressly waives its right to contribution or indemnification from the other party on account of any damage or claim for damages that arises or may arise out of any mutual aid service call, or failure to respond or delay in responding to any service call.

6. Nothing in this agreement shall be interpreted as being for the benefit of any third person.

7. No employee, firefighter, ambulance personnel, or other official of OFPD shall ever be considered or deemed an employee, firefighter, ambulance personnel, or other official of the Service Organization by reason of the performance of services under or by virtue of this Agreement. No employee, firefighter, ambulance personnel, or other official of the Service Organization shall ever be considered or deemed an employee, firefighter, ambulance personnel, or other official of OFPD by reason of the performance of services under or by virtue of this Agreement.

8. In the case of loss or damage to the equipment or property of either party while responding to requests for firefighting, rescue, ambulance assistance, or any other emergency assistance, such as loss or damage shall be borne by the party owning such equipment or property unless expenses are reimbursable by insurance provider of person/company requiring assistance.

9. The fire department personnel or ambulance personnel, as the case may be, of each party shall be subject to the jurisdiction and laws of the party in whose jurisdiction they are performing services.

10. Each party to this Agreement 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 cause or be grounds for imposing liability for any damages or claim for damages which may arise due to such failure or malfunction.

11. An executed copy of this Agreement shall be filed in the Office of the Missouri Secretary of State and in the Office of the Recorder of Deeds of the county in which each party hereto is located. Each party shall retain an executed copy of this Agreement in its offices.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first above written.

O'FALLON FIRE PROTECTION DISTRICT

By: _____
Michael J. Ballmann, Fire Chief

STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

On this _____ day of _____, 2004, before me personally appeared Michael J. Ballmann, who, being first duly sworn, did say that he is the Fire Chief of the O'Fallon Fire Protection District and that he signed this instrument on behalf of the O'Fallon Fire Protection District by the authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of the O'Fallon Fire Protection District.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal at my office in the County and State aforesaid, the day and year last above written.

Notary Public

My Commission Expires:

(SERVICE ORGANIZATION)

By: _____

Print Name: _____

Title: _____

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this _____ day of _____, 2004, before me personally appeared _____, who, being first duly sworn, did say that _____ he is the _____ of the _____ (Service Organization) and that _____ he signed this instrument on behalf of _____ by the authority of its _____, and acknowledged said instrument to be the free act and deed of the _____ (Service Organization).

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal at my office in the County and State aforesaid, the day and year last above written.

Notary Public

My Commission Expires:

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