

BILL NO. 2091

ORDINANCE NO. 1868

**AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT BY THE MAYOR OF THE CITY OF CHESTERFIELD WITH THE CITIES OF CREVE COEUR, DES PERES, FRONTENAC, LADUE, MARYLAND HEIGHTS, OLIVETTE AND TOWN & COUNTRY RELATIVE TO MUTUAL AID ASSISTANCE IN DISASTER OR EMERGENCY SITUATIONS.**

**WHEREAS**, the City Council finds it in the best interest of the citizens of the City of Chesterfield to join the cities of Creve Coeur, Des Peres, Frontenac, Ladue, Maryland Heights, Olivette and Town & Country in an agreement to render assistance to a participating municipality in a disaster or emergency situation that threatens or causes loss of life and property and/or when there is a need to clear or secure public facilities in order to provide and maintain life support systems; and,

**WHEREAS**, this proposed ordinance and the referenced mutual aid agreement was reviewed by the Public Works\Parks Committee of City Council and recommended for approval; and,

**WHEREAS**, this proposed ordinance was made available to the public prior to its consideration by the City Council.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, AS FOLLOWS:

Section 1. The Mayor or his designee is hereby authorized and directed to execute an agreement for the City of Chesterfield with the Cities of Creve Coeur, Des Peres, Frontenac, Ladue Maryland Heights, Olivette and Town & Country entitled 1-270/64 Area Mutual Aid Agreement. A copy of which is hereby attached hereto and incorporated herein by reference.

Section 2. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 4<sup>th</sup> day of September, 2002.

  
Mayor

ATTEST:

  
Martha L. Demay, City Clerk

## **I270/64 AREA MUTUAL AID AGREEMENT**

**Whereas**, the Cities of Chesterfield, Creve Coeur, Des Peres, Frontenac, Ladue, Maryland heights, Olivette and Town & Country have deemed it to be in their best interest to enter into a Mutual Aid Agreement to provide for mutual cooperation in the event of a disaster or emergency; and,

**Whereas**, Missouri Law provides for the execution of such mutual aid agreements among cities, as authorized by the respective City's elected body.

**NOW THEREFORE, THE CITIES OF CHESTERFIELD, DES PERES, FRONTENAC, LADUE, MARYLAND HEIGHTS, OLIVETTE AND TOWN & COUNTRY, DO OFFICIALLY AGREE AS FOLLOWS:**

- A.** Any request for Mutual Aid assistance is to be made by the Mayor or City Administrator/Manager of the agency requesting assistance. Requests are to be directed to the Mayor or City Administrator/Manager of all other agencies. An emergency declaration by the mayor or City Administrator/Manager is necessary to qualify for Mutual Aid assistance. It is the intent of this agreement that assistance be provided for emergency response and not to facilitate ongoing recovery efforts. Agencies will respond when there is an imminent danger to life or property and/or a need to clear or secure public facilities in order to provide and maintain life support systems.
- B.** When providing assistance, employees of the assisting agency will take direction from supervisory personnel of the agency requesting assistance. All aspects of the operation are to be under the control and supervision of the agency requesting assistance.
- C.** Agencies will provide assistance, as requested, subject to the availability of manpower and equipment.
- D.** When requested, agencies will provide assistance in the form of equipment, vehicles and manpower. Equipment and vehicles should be operated by qualified employees of the agency providing the equipment, whenever possible. However, this should not restrict any agency from operating equipment or vehicles when qualified operators of the providing agency are not available for that purpose.
- E.** Costs related to providing assistance, including operation and repair costs, are to be borne by each agency providing the assistance, without expectation of compensation. However, it is expected and understood that the agency receiving assistance will file appropriate requests for reimbursement and/or funding assistance through available agencies to the extent that funds are available. All insurance, wages, workmen's compensation, and other charges related to providing vehicles, equipment and manpower are to be borne by each agency providing assistance.

**F.** Charges to the requesting agency will be made by invoice within 90 days of end of end of Mutual Aid assistance period. Charges of all direct labor, material and equipment aid provided pursuant to this agreement will be made as follows:

1. Reimbursement for emergency labor will be made for overtime only. Charges shall be in accordance with the aiding agency's hourly rate and fringe benefits for each permanent position employee, temporary employee, or reassigned employee.
2. Charges for materials provided by the aiding agency to the requesting agency will be made according to actual costs.
3. Charges for equipment shall be at the rates of the aiding agency and the Federal Emergency Management agency equipment rates, whichever is less. Equipment rates apply only to the time equipment is actually working, not standby or idle time. If equipment is broken or damaged while in service of aid, charges for putting the equipment back in service will be charged to the agency using the equipment.

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2002.**

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Annette Kolis Mandel  
Mayor of Creve Coeur

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Saundra Sobelman  
Mayor of Frontenac

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Jean Quenon  
Mayor of Ladue

\_\_\_\_\_  
John Nations  
Mayor of Chesterfield

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Rick Lahr  
Mayor of Des Peres

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Rick Millner  
Mayor of Olivette

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Thomas Tener  
Mayor of Town & Country

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Michael T. O'Brien  
Mayor of Maryland Heights