ORDINANCE NO. 527 BILL NO. 527

AN ORDINANCE DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF WOOD HEIGHTS, MISSOURI, TO EXECUTE, ON BEHALF OF THE CITY OF WOOD HEIGHTS, AN AGREEMENT FOR RECIPROCAL FIRE PROTECTION WITH THE CITY OF LAWSON, MISSOURI AND THE LAWSON RURAL FIRE ASSOCIATION, LAWSON, MISSOURI; SETTING AN EFFECTIVE DATE FOR THIS ORDINANCE.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WOOD HEIGHTS, MISSOURI, AS FOLLOWS:

SECTION I

After mature and deliberate consideration, it is the opinion of the Board of Aldermen of the City of Wood Heights, Missouri, that it would be in the best interests of the inhabitants of the City of Wood Heights, Missouri, for the City of Wood Heights to enter into an agreement for mutual aid in firefighting and in protection of life and property from fire with the neighboring City of Lawson, Missouri, and the Lawson Rural Fire Association, Lawson, Missouri.

SECTION II

A copy of said Agreement For Reciprocal Fire Protection as approved by the Board of Aldermen of the City of Wood Heights, to be executed by the City of Wood Heights and the Wood Heights Rural Fire Association, is attached hereto and incorporated herein by reference as if fully set forth herein.

SECTION III

The Mayor and City Clerk are directed to execute the attached Agreement For Reciprocal Fire Protection with the City of Lawson, Missouri and the Lawson Rural Fire Association, Lawson, Missouri.

SECTION IV

This Ordinance shall take effect from and after its date of passage and approval.

READ THREE TIMES AND PASSED, AND APPROVED BY THE MAYOR, THIS 3rd DAY OF May, 1988.

Dan E Wendt
Mayor

ATTEST:

Terry L. Hamdi
CITY CLERK

AGREEMENT FOR RECIPROCAL FIRE PROTECTION

This Agreement was made and entered into this 3rd day of May, 1988, by and between the City of Lawson, Missouri, a municipal corporation, the Lawson Rural Fire Association, a non-profit corporation, and the City of Wood Heights, Missouri, a municipal corporation, and the Wood Heights Rural Fire Association, a non-profit corporation.

WHEREAS, the City of Wood Heights, Missouri, and the City of Lawson, Missouri, are neighboring political subdivisions desiring to secure to each in their respective geographical areas the benefits of mutual aid in firefighting and in protection of life and property from fire; and

WHEREAS, there might arise in one of said political subdivisions a fire of such proportion, or under such circumstances, conflagration;

NOW, THEREFORE, it is mutually agreed, for and in consideration of the mutual agreements between said subdivisions, that:

1. Upon request of the Fire Chief, or his Deputy in charge of the fire department of the other party to this Agreement, firefighting equipment and personnel will be dispatched to any point within the area for which the requesting political subdivision or corporation normally provides fire protection; provided, however, that response is to be given only when the fire department called on for aid, in the judgment of its Fire Chief or his Deputy, can reasonably furnish such firefighting assistance without imperiling the safety of the political subdivision or corporation called upon for aid.

2. The political subdivisions or corporations, party hereto, agree not to call for firefighting assistance unless it is urgently needed, including, but not limited to circumstances wherein a fire in the area is out of control and spreading or all available firefighting equipment is in emergency service and additional emergency circumstances arise which cannot be handled by the local fire department.

3. The authority in charge of the fire department called upon for assistance, shall be the sole judge of how much assistance is

needed or can be furnished under the circumstances of each particular case. It is agreed that neither political subdivision or corporation shall be liable in any way to the other, or its inhabitant or any other person, firm or corporation for failure to give assistance requested.

4. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

(a) Any request for aid hereunder shall include statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization who is duly authorized to make such decisions.

(b) The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment is requested to be dispatched and shall be subject to the orders of that official.

(c) A responding organization shall be released by the requesting organization when, in the judgment of the officer in charge, services of responding organization are no longer required; provided, however, it is mutually recognized that each fire department, party hereto, owes its primary allegiance and services to its own subdivision. Therefore, the responding organization may be recalled by its Fire Chief, or his Deputy, if, in that officer's opinion, a need exists for the responding organization to render service within its normal fire protection area, which need is equal to or exceeds a need of the requesting organization.

5. Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

6. Neither party to this Agreement shall be under any obligation to reimburse the other party for any costs or services incurred pursuant to rendering of or acceptance of mutual aid fire protection services under the terms of the Agreement.

7. All equipment used by Lawson, Missouri Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Lawson, Missouri Fire Department, under this Agreement will, at the time of such action, be an employee or volunteer member of the Lawson, Missouri Fire Department; and all equipment used by the Wood Heights, Missouri, Fire Department or the Wood Heights Rural Fire Association in carrying out this Agreement will, at the time of action hereunder, be owned by each of them respectively; and all personnel acting for Wood Heights, Missouri, under this Agreement will, at the time of such action, be an employee or volunteer member of the Wood Heights, Missouri Fire Department or the Wood Heights Rural Fire Association.

8. It is recognized that the interest herein is mutual and the contract is entered into for the common good of the general public of both political subdivisions, party hereto, and for strictly governmental purposes.

9. This Agreement may be cancelled by either party, such termination becoming effective sixty (60) days after posting in the United States mail, a written cancellation notice to the other party.

IN WITNESS WHEREOF, the parties hereunto have executed this

Agreement the day and year first above written.

CITY OF LAWSON, MISSOURI

MAYOR

ATTEST:

CITY CLERK

LAWSON RURAL FIRE ASSOCATION,
BOARD OF DIRECTORS, LAWSON,
MISSOURI

PRESIDENT

ATTEST:

SECRETARY

CITY OF WOOD HEIGHTS, MISSOURI

MAYOR

ATTEST:

CITY CLERK

WOOD HEIGHTS RURAL FIRE ASSOCIATION,
WOOD HEIGHTS, MISSOURI

PRESIDENT OR CHAIRMAN

ATTEST:

SECRETARY