

AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT WITH THE CITIES OF UNIVERSITY CITY, BRENTWOOD, FERGUSON, GLENDALE, JENNINGS, KIRKWOOD, LADUE, MAPLEWOOD, RICHMOND HEIGHTS, ST. CHARLES, SHREWSBURY, BERKELEY, DES PERES, ROCK HILL AND OLIVETTE, AND THE FIRE PROTECTION DISTRICTS OF MARYLAND HEIGHTS, RIVERVIEW, WELLSTON, COMMUNITY, FENTON, NORMANDY, SPANISH LAKE, BLACK JACK AND MEHLVILLE FOR THE ACQUISITION AND OPERATION AND FUNDING OF A FUEL TRUCK AND PROVIDING THE TERMS AND CONDITIONS FOR OPERATION THEREOF AND AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE SAME ON BEHALF OF THE CITY OF CLAYTON, MISSOURI

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BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE NORMANDY FIRE PROTECTION DISTRICT, AS FOLLOWS:

Section 1. There is hereby approved a Cooperation Agreement by and between the Cities of University City, Brentwood, Ferguson, Glendale, Jennings, Kirkwood, Ladue, Maplewood, Richmond Heights, St. Charles, Shrewsbury, Berkeley, Des Peres, Rock Hill and Olivette, and the Fire Protection Districts of Maryland-Heights, Riverview, Wellston, Community, Fenton, Normandy, Spanish Lake, Black-Jack and Mehlville for the acquisition and operation of a fuel truck, a copy of which is attached hereto and made a part of this ordinance.

Section 2. The City Manager and City Clerk are hereby authorized and directed to execute said agreement on behalf of the Board of Directors of the Normandy Fire Protection District.

Section 3. This ordinance shall be in force and effect from and after its passage and approval as provided by law.

Passed this 19th day of March, 1980.

  
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Chairman and President  
Normandy Fire Protection District

ATTEST:

  
\_\_\_\_\_  
Secretary

1. Each party to this Agreement hereby agrees to participate and cooperate with each other in the acquisition, maintenance and operation of a fuel truck for use by each of the parties to fuel their respective fire apparatus and other emergency vehicles during periods of emergency.

2. Each of the parties shall select a representative to serve on a Commission, which shall be known as the St. Louis County Emergency Fuel Truck Commission, which representative shall be authorized to participate, vote and take all other appropriate action with respect to the management and operation of the said fuel truck. There shall be a chairman, vice chairman, and secretary-treasurer of such Commission. The chief of the department housing the fuel truck shall serve as chairman and the vice chairman and secretary-treasurer shall be elected by the Commission. The elected officers shall serve for a term of two years, except that of the officers first elected, the term of one shall be two years and the term of one shall be one year.

3. Each of the parties hereto agrees to pay an initial charge to fund the acquisition of the fuel truck and a yearly maintenance fee, as follows:

(a) There shall be a non refundable membership charge to defray the cost of acquiring the equipment of \$500.00 if paid prior to July 1, 1980; \$600.00 if paid after July 1, 1980; and such membership charge will increase \$100.00 annually thereafter until a maximum fee of \$1,000.00 is reached for membership after June 30, 1985.

(b) The annual maintenance charge shall be fixed by the Commission in such amount as shall provide for the cost of insurance (including liability), maintenance and repairs and all other expenses anticipated for the maintenance and operation of the fuel truck. All funds shall be maintained in a bank account in the name of the Commission and the officers of the Commission

authorized signatories. All checks shall be signed by two of the officers.

4. Any municipality of fire district which is a member of the Greater St. Louis County Fire Chiefs Association and which desires to become a party to this Cooperation Agreement after July 1, 1980, shall make written application to the Commission and be approved by said Commission and shall then execute this Cooperation Agreement and deliver same to the secretary-treasurer of the Commission with a certified copy of the ordinance of the governing body of such political subdivision authorizing participation in this Cooperation Agreement.

5. Any party hereto who fails to pay the annual maintenance charge within 90 days of its due date shall not be entitled to vote on any matter presented at a meeting of the Commission, and, if such dues remain delinquent more than 120 days, such party shall be disqualified from participating in this Cooperation Agreement and shall have no right to use of the fuel truck.

6. The fuel truck shall be operated in accordance with the following standards:

(a) In the event that the department housing the truck is unable to respond to a call for service, it shall be the responsibility of the department requesting the truck to supply all necessary manpower to operate same.

(b) In case of simultaneous requests for use of the truck, the call received first shall be entitled to priority.

(c) The truck shall be dispatched only upon request by a participant operating within the boundaries of its jurisdiction.

(d) Any party using the fuel truck shall replenish all fuel used by it, with its own manpower and equipment. Fuel shall be replenished 12 hours after use.

(e) No municipality of fire protection district which is a party hereto shall be liable to any other party hereto or any official or employee of any municipality or fire district for any delay, negligence or mistake in receiving or responding to any call hereunder or for failure to respond to any call, and this Agreement is not intended, and shall not be interpreted as an agreement for the benefit of any third person.

7. Title to such fuel truck may be placed in the name of one of the parties to this Agreement, which party shall hold title for the benefit of all parties to this Agreement.

8. Any party hereto may terminate its rights and obligations hereunder by the passage of an ordinance by the governing body of the municipality or fire protection district. Notice thereof shall be given to each of the other parties to this Cooperation Agreement and the termination by such party shall take effect 60 days after service of such notice; provided however, that such termination shall not relieve such party of its pro rata share of the annual maintenance charge for the period prior to the effective date of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperation Agreement by multiple originals as of the day, month and year noted by the signature of each party.

Adopted this 19th day of March 1980.

Normandy Fire Protection District

By [Signature]

Title [Signature]

ATTEST:

[Signature]  
Secretary

[Signature]  
Chairman and President  
Normandy Fire Protection District