

**PROPOSED BY: Staff**

**BILL NO. 25-3079**

**INTRODUCED BY: Alderman Osherow**

**ORDINANCE NO. 3065**

**AN ORDINANCE READOPTING AND RESTATING SECTION 2-266 OF THE DES PERES MUNICIPAL CODE TO PROVIDE FOR MUTUAL AID CONTRACTS WITH OTHER GOVERNMENTAL AGENCIES FOR PUBLIC WORKS SERVICES**

**WHEREAS**, Section 44.415, RSMO, authorizes municipalities to enter into cooperative agreements to make the most efficient use of their resources on a basis of mutual aid and cooperation; and

**WHEREAS**, municipalities within the region are vulnerable to a variety of natural and technological disasters that might overwhelm the resources of an individual municipality and can better be resolved through mutual cooperation and coordination of resources from multiple municipalities in a rapid, orderly process that can best be achieved through pre-planning and pre-staging resources and emergency responses; and

**WHEREAS**, municipalities and other governmental agencies within the St. Louis metropolitan region have a long history of cooperation and mutual assistance when warranted to respond to natural and other disasters in the region and the cities desire to formalize those arrangements going forward; and

**WHEREAS**, the City of Des Peres desires to enter into cooperative mutual aid agreements with area public works agencies with other St. Louis County municipalities with whom we share common borders or interests including the cities of Ballwin, Chesterfield, Clayton, Ellisville, Frontenac, Manchester, Maryland Heights, Valley Park, and Brentwood.

**WHEREAS**, in entering into mutual aid agreements, it is expressly understood and agreed that the primary responsibility of each city is to its own citizens and taxpayers and that entering into mutual aid agreements shall not be construed to impose an unconditional obligation on the part of any party to provide aid and assistance to another when, in the sole judgment of the city, it is unable to respond.

**WHEREAS**, a modified mutual aid agreement is attached to this legislation as Exhibit A dated October 7, 2025, reflecting the current terms and expanded list of authorized agencies which now include the cities of Brentwood and Wentzville.

**BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF DES PERES, MISSOURI, AS FOLLOWS:**

**SECTION ONE:** Article VII. *Department of Public Works* in Chapter 2. *Administration* of the Code of Ordinances of the City of Des Peres is hereby readopted without amendments regarding the interchange of public works services, maintaining its current provisions and reading as follows:

Section 2-266. – Provision for interchange of public works services

- (a) The City Administrator, acting on behalf of the City of Des Peres, may enter into contract and agree to cooperate with other city's, towns and villages within St. Louis County along with the St. Louis County Government and the City of St. Louis, for mutual aid assistance in the area of public works. Such mutual aid contracts shall become effective and respond to each governmental entity upon the adoption of a like ordinance and execution of a mutual aid agreement by each participating city or county.
- (b) Such mutual aid assistance shall include but is not limited to providing manpower and equipment from the building and streets divisions of the department to assist in assessments and inspections of buildings and structures and to assist in emergency response to natural disasters including floods, tornado, major fire or other naturally occurring or manmade catastrophe or incidents.
- (c) At all times, any employee performing services under this agreement shall continue as an employee of the city from which he/she came and shall remain covered by liability and workers compensation insurance while performing services on behalf of the city under any such agreement.
- (d) No compensation shall be due or payable to another municipality for responding under the terms of this agreement except if the recipient municipality is subsequently reimbursed its expenses under a federal or state declaration of emergency for which national or state emergency management resources are made available.
- (e) Any equipment and property utilized in carrying out mutual aid under this agreement shall remain the property of the city and shall be at risk of the city owning that equipment and any loss or damage to such equipment shall be borne by the owner municipality.
- (f) No city under this agreement shall be liable to any other for failure to respond to any call by the other or for delay or negligence or mistake in receiving or responding to any call for mutual aid assistance.
- (g) Any contracts entered into under this agreement may be terminated at any time by any party by giving thirty (30) days written notice to the City Clerk of the other parties to the agreement. Termination by one party to the agreement shall not affect the agreements between other parties.

**SECTION TWO:** This Ordinance shall be in full force and effect both from and after its passage and approval by the Mayor.

**SECTION THREE:** The City Administrator shall be directed to complete all administrative steps needed to ensure that the Public Works Mutual Aid Agreement dated October 7, 2025, attached herein as Exhibit "A", is fully executed upon passage of this Ordinance.

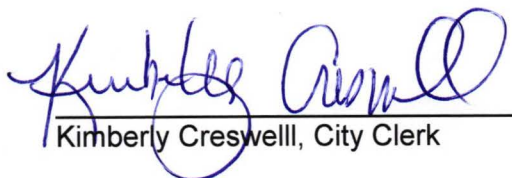
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Voting in Favor: Osherow, Weller, Barrett, Kleinschmidt, Concagh, Fitzpatrick  
Voting Against  
Absent:

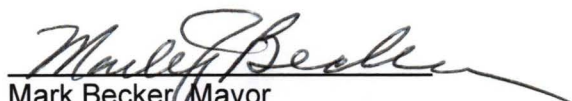
This Ordinance passed by the Board of Aldermen this 27<sup>th</sup> day of October 2025.

  
Presiding Officer

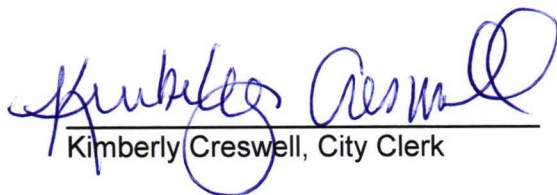
**ATTEST:**

  
Kimberly Creswell, City Clerk

This Ordinance approved this 27<sup>th</sup> day of October 2025.

  
Mark Becker, Mayor

**ATTEST:**

  
Kimberly Creswell, City Clerk



1<sup>st</sup> Reading 10-13-2025  
2<sup>nd</sup> Reading 10-27-2025

EXHIBIT A: PUBLIC WORKS MUTUAL AID AGREEMENT – OCTOBER 7, 2025

This Public Works Emergency Response Mutual Aid Agreement (hereinafter “Agreement”) is entered into by each of the entities that executes and adopts the understandings, commitments, terms, and conditions contained herein:

**WHEREAS**, Section 44.090 of the Missouri Revised Statutes authorizes municipalities to cooperate with other municipalities to make the most efficient use of their resources on a basis of mutual cooperation; and

**WHEREAS**, municipalities are vulnerable to a variety of natural and technological disasters and recognizing this vulnerability, this Agreement’s intended purposes are to:

- (1) Reduce damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
- (3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
- (4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery; and

**WHEREAS**, the parties to this Agreement and the State of Missouri have recognized the importance of coordination and cooperation between local governments; and

**WHEREAS**, pursuant to Section 44.090 of the Missouri Revised Statutes, entities entering into cooperative mutual aid and assistance agreements may include provisions for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

**WHEREAS**, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance among one another during times of disaster or public works emergencies; and

**WHEREAS**, it is recognized and accepted by the entities which have chosen to become signatories to this Agreement, that municipalities can best serve their constituencies through cooperation and sharing of resources, thereby maximizing utilization and minimizing expense for redundant equipment and resources.

**THEREFORE**, pursuant to Section 44.090 of the Missouri Revised Statutes, the undersigned entities agree to enter into this Agreement for cooperative and reciprocal public works emergency response aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

**SECTION I: DEFINITIONS**

The following definitions will apply to the terms appearing in this Agreement.

A. "AID AND ASSISTANCE" includes, but is not limited to, personnel, equipment, facilities, services, supplies.

B. "AUTHORIZED REPRESENTATIVE" means an entity's employee who has been authorized, in writing by that entity, to request, to offer, or to otherwise provide aid and assistance under the terms of this Agreement.

The list of Authorized Representatives for each entity shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to the employee's position will be the authorized representative.)

C. "DISASTER" means a calamitous event threatening loss of life or significant loss or damage to property, including, but not limited to flood, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made accidental, military, or paramilitary event.

D. "MUTUAL AID RESOURCE LIST" means the list provided by each entity listing equipment and other resources an entity has available for aid and assistance.

E. "ENTITY" means a governmental entity which has adopted and executed this Agreement.

F. "PROVIDER" means the entity which has received a request to furnish aid and assistance from another entity in need (the "Recipient") and has agreed to provide the aid and assistance requested. The Provider shall be represented by the authorized representative of the local agency charged with recovery, repair and operational activities including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal facilities.

G. "RECIPIENT" means the entity setting forth a request for aid and assistance to another entity (the "Provider"). The Recipient shall be represented by the authorized representative of the local agency requesting recovery, repair and operational activities including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal facilities.

**SECTION II: INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES;  
AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

A. As this is a reciprocal contract, it is recognized that any entity to this Agreement may be requested by another entity to be a Provider. It is mutually understood that each entity's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any entity to provide aid and assistance pursuant to a request from another entity.

Accordingly, when aid and assistance have been requested, an entity may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the Recipient.

B. Given the finite resources of any jurisdiction and the potential for each entity to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the extent possible.

C. All functions and activities performed under this Agreement are hereby declared to be governmental functions conducted pursuant to the powers conferred by Missouri Revised Statutes. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section XI of this Agreement.

**SECTION III: BIENNIAL REVIEW**

The authorized representatives of each entity shall meet not less than biennially (every two years) to review the Agreement and, if applicable, discuss recommendations to be made to their respective governing bodies for amendments to the Agreement pursuant to Section XIII of this Agreement. Such reviews will be scheduled during the first quarter of each odd numbered calendar year. A current Mutual Aid Resource List shall be resubmitted at each of the biennial reviews.

**SECTION IV: PROCEDURES FOR REQUESTING ASSISTANCE**

Mutual aid and assistance shall not be requested unless the resources currently available are deemed inadequate by Recipient. When Recipient becomes affected by a disaster, or otherwise deems its resources inadequate to address an emergency response, recovery, or an operational need it may request mutual aid and assistance by communicating the request directly to one or more Providers on the Mutual Aid Resource List, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request. All requests for mutual aid and assistance shall be transmitted as set forth below.

A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: Recipient shall directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section. All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by all Providers providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VIII of this Agreement.

B. REQUIRED INFORMATION: Each request for aid and assistance shall be accompanied by the following information, in writing or by any other available means, to the extent known:

(1) Condition and Status: A general description summarizing the condition necessitating the request for aid (i.e., whether the condition is planned, imminent, in progress, or has already occurred) and of the damage sustained to date;

(2) Services: Identification of the service function(s) for which assistance is needed and the particular type of aid and assistance needed;

EXHIBIT A: PUBLIC WORKS MUTUAL AID AGREEMENT – OCTOBER 7, 2025

(3) Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;

(4) Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as staging areas for incoming emergency goods and services;

(5) Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. STATE AND FEDERAL ASSISTANCE: In the event of an expected declaration of local emergency and if the severity of the event is expected to exhaust the reasonably available resources on the Mutual Aid Resource List, then the Recipient shall be responsible for notifying the appropriate agencies or coordinating requests for state and/or federal assistance.

**SECTION V: PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**

A. When contacted by a Recipient in need, Provider's authorized representative shall assess Provider's own local situation in order to determine if personnel, equipment, and other resources are available. If Provider's authorized representative determines that Provider has available resources and agrees to provide the aid and assistance requested, Provider's authorized representative shall so notify the Recipient. Provider shall complete a written acknowledgment regarding the aid and assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient for a final response.

Provider's acknowledgment shall contain the following information:

(1) In response to the items contained in the request, an acknowledgment of the personnel, equipment, and other resources to be sent;

(2) The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in Section VII of this Agreement.);

(3) The estimated time when the aid and assistance provided will arrive at the location designated by the authorized representative of the Recipient;

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(4) The name of the person(s) to be designated as Provider's supervisory personnel (pursuant to Section VI of this Agreement).

B. Nothing in this section shall be deemed to unconditionally require any entity to this Agreement to provide aid and assistance to any Recipient. Each entity has the right to reject any request for aid and assistance.

**SECTION VI: SUPERVISION AND CONTROL**

A. Provider shall designate contact persons/coordinators among its employees sent to render aid and assistance to Recipient. As soon as practicable, Recipient shall assign work tasks to Provider's contact persons/coordinators, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's contact persons/coordinators and Recipient.

B. Based upon such assignments set forth by Recipient, Provider's contact persons/coordinators shall:

(1) Have the authority to assign work and establish work schedules for Provider's personnel. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;

(2) In accordance with Section VIII of this Agreement, maintain a log of daily personnel time records, material records, equipment hours, and other expenses;

(3) Report work progress to Recipient at mutually agreed upon intervals.

C. Provider is to provide adequate supervision and control of Provider's personnel as necessary to comply with the workers compensation laws of Missouri and Section X of this Agreement.

D. When equipment and vehicles are supplied, they should be operated by qualified employees of the Provider agency 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 with the consent of the Provider.

**SECTION VII: LENGTH OF TIME FOR AID AND ASSISTANCE;  
RENEWABILITY; RECALL**

A. Unless otherwise provided, the duration of Provider's aid and assistance shall be presumed to be for an initial period of not more than seventy two (72) hours. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the authorized representatives of Provider and Recipient. The seventy two hour period and any other agreed upon time periods shall start when the aid and assistance departs from Provider's location with the intent of going to Recipient's location. The aid and assistance shall end when the aid and assistance returns to Provider's location and no further expectation of aid and assistance exists between Provider and Recipient.

B. In accordance with Section II of this Agreement, Provider's aid and assistance shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate portions of or all aid and assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

**SECTION VIII: COST DOCUMENTATION & REIMBURSEMENT**

A. PERSONNEL - Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Provider shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirement, etc.).

B. PROVIDER'S TRAVELING EMPLOYEE NEEDS - Provider shall document the basic needs of Provider's traveling employees, such as reasonable out-of-pocket costs and expenses of Provider's personnel, including, but not limited to, transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. EQUIPMENT - Provider shall document the use of its equipment during the period of aid and assistance including, but not limited to, all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and repairs directly caused by provision of the aid and assistance.

EXHIBIT A: PUBLIC WORKS MUTUAL AID AGREEMENT – OCTOBER 7, 2025

D. MATERIALS AND SUPPLIES - Provider shall document the types and amounts of all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. REIMBURSEMENT OF COSTS – Provider’s costs as documented in this Section will be reimbursed by Recipient. Provider shall provide a summary of all costs to Recipient within sixty days of the end of an event. Recipient will provide payment to Provider in full within ninety days of receipt of the cost summary.

**SECTION IX: RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES**

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

Whenever Provider’s employees are rendering aid and assistance pursuant to this Agreement, such employees shall be subject to all provisions of law as if they were providing service within the geographical limits of Provider

**SECTION X: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own employees.

**SECTION XI: IMMUNITY**

All activities performed under this Agreement are hereby declared to be governmental functions and the liability of both Provider and Recipient shall be governed by Missouri law and all grants of immunity pursuant to Section 537.600 of the Missouri Statutes shall apply.

**SECTION XII: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS**

Each entity (as indemnitor) agrees, to the extent permitted by law, to protect, defend, indemnify, and hold all other parties (as indemnitees), and their officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind including, but not limited to, attorney's fees and costs of litigation arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent or intentional acts and errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each entity shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each entity understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

**SECTION XIII: AMENDMENTS; ADDITIONAL MEMBERS**

A. MANNER - This Agreement may be amended at any time by (1) unanimous consent of the parties as determined by the governing units of the parties or (2) upon the mutual written consent of the Recipient and Provider.

B. ADDITION OF OTHER ENTITIES - Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; (2) sending the executed Agreement to all parties; and (3) sending a copy of its completed Mutual Aid Resource List to each of the other parties.

**SECTION XIV: INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION**

This Agreement shall be binding for not less than one (1) year from its effective date. Thereafter, this Agreement shall automatically renew annually. However, any entity may withdraw from the Agreement at any time by written notification from Authorized Representative served personally or by registered mail upon all parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been served upon or sent to all other parties. An entity's withdrawal from this Agreement shall not affect an entity's liability or

## EXHIBIT A: PUBLIC WORKS MUTUAL AID AGREEMENT – OCTOBER 7, 2025

obligation under the terms of this Agreement incurred hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining entities. The Agreement may be terminated at any time after the initial duration of the Agreement by unanimous consent of the parties as determined by the governing units of the parties.

### **SECTION XV: HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

### **SECTION XVI: SEVERABILITY ----- EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

### **SECTION XVII: EFFECTIVE DATE**

This Agreement shall be effective upon proper approval and execution hereof by at least two entities. The effective date shall be the date upon which the second entities executed the Agreement. As to all subsequently added entities, the effective date shall be the date upon which the newly added entities properly executed the Agreement.


The Agreement shall be executed by all members and forwarded to the City of Chesterfield for compilation and maintenance. The Agreement may be sent via US Mail or Email PDF.

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NOW THEREFORE, in acknowledgment of the acceptance of this Agreement, each of the parties have caused this Public Works Emergency Response Mutual Aid Agreement to be duly executed in its name and behalf by its chief executive officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

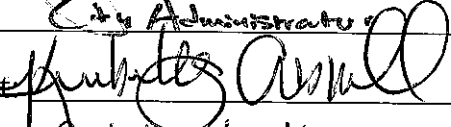
City of Los Pinos

Ordinance or Resolution Number Ordinance 30105

By: 

Date: 11/21/25

Title: City Administrator

Attest: 

Date: November 21, 2025

Title: City Clerk

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**City of** \_\_\_\_\_

**DULY AUTHORIZED REPRESENTATIVE(S)**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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**City of** \_\_\_\_\_

**Resource List**

Resource \_\_\_\_\_ Number

Arrow Boards

Backhoes

Bucket Trucks

Chainsaws

Changeable Message Boards

Chippers

Dump Trucks

Front End Loader

Generators

Light Towers

Mini Excavators

Skid Steers

Street Sweeper