

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SAINT ROBERT FOR FIRE PROTECTION SERVICES; FIXING AN EFFECTIVE DATE**

**WHEREAS**, the City of Waynesville strives to provide quality fire protection services to its citizens to minimize the risk of property damage, personal injury or loss of life; and

**WHEREAS**, the City of Saint Robert, Missouri, currently maintains and equips a high-quality fire department providing comprehensive fire suppression, fire prevention, review and inspection services, emergency medical services and other services incidental to the protection of person and property in its community; and

**WHEREAS**, the cities of Waynesville and Saint Robert share a mutual border and the cities have a long history of working in close harmony on matters of mutual concern through mutual aid and intergovernmental agreements; and

**WHEREAS**, Waynesville and Saint Robert could enjoy greater efficiencies and economies of scale, while preserving the high level of fire protection service each city currently provides its citizens if the City of Saint Robert assumed primary responsibility for the provision of fire suppression and certain other fire-related services in Waynesville; and

**WHEREAS**, the City Council desires to enter into an Agreement by which Saint Robert will provide fire protection services to the citizens of the City of Waynesville.

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

**Section 1.** That the Intergovernmental Agreement between the City of Waynesville, Missouri and the City of Saint Robert, Missouri, which is attached as "Exhibit A" hereto and made a part thereof, is hereby approved.

**Section 3.** That the Mayor is authorized to execute this Agreement on behalf of the City.

**Section 4.** That the City Administrator is authorized to implement policy and procedure to facilitate this agreement and may, in the absence of the Mayor, be allowed to negotiate terms concerning the Agreement for the good of the City, with the City of Saint Robert, Missouri.

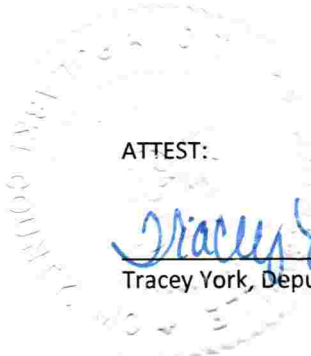
**Section 5.** This ordinance shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL ON THIS 18<sup>TH</sup> DAY OF NOVEMBER, 2021.**

By: Dr. Jerry W. Brown  
Dr. Jerry Brown, Mayor

ATTEST:

Tracey York  
Tracey York, Deputy City Clerk



**FIRE PROTECTION CONTRACT BETWEEN THE INCORPORATE CITIES OF  
WAYNESVILLE AND ST. ROBERT, MISSOURI**

The City of Waynesville, Missouri and The City of St. Robert, Missouri do contract and agree as follows:

1. The City of Waynesville enters into this agreement as a Missouri City of the third class.
2. The City of St. Robert enters into this agreement as a Missouri city of the fourth class.
3. The cities agree that the provision of fire protection and related services to their citizens is a public service which is within the authority of both cities to provide their respective citizens.
4. Presently, the fire protection services for the City of Waynesville are being provided for by the Waynesville Rural Fire Protection District.
5. A true copy of the agreement between the City of Waynesville and the Waynesville Rural Fire Protection District is attached hereto as **Exhibit A** and is incorporated herein by specific reference thereto.
6. The City of St. Robert will assume fire protection services for the City of Waynesville immediately upon the termination of that city's contract with the Waynesville Rural Fire Protection District. (**Exhibit A**).
7. This agreement is entered into pursuant to Sections 71.370 through 71.390, RSMo.
8. The terms of this agreement shall be five years from the date of the termination of the City of Waynesville's current fire protection contract with the Waynesville Rural Fire Protection District.
9. The annual compensation payable to the City of St. Robert from the City of Waynesville for services described in this agreement shall be determined as follows:
  - a. The first year shall be calculated as forty-five percent (45%) of real estate and property tax due to be paid to the City of Waynesville for the year 2021, which the parties agree that such sum for the first year shall be \$204,000.
  - b. The compensation under this contract shall never be less than \$204,000 per year.
  - c. Each subsequent year, the compensation shall be determined in the same manner. For example, in year two of this contract, the compensation shall be forty-five



percent (45%) of the real estate and property tax that is payable to the City of Waynesville by its citizens and property owners.

d. If the second year compensation sum figured at the forty-five percent (45%) of real estate and property taxes is less than \$204,000, the compensation shall be \$204,000 for the second year.

e. If the second year compensation figured at the forty-five (45%) of real and property taxes is more than \$204,000 the compensation for the second year shall increase to that sum.

f. The compensation for each successive year of this agreement shall be calculated in the manner set forth for year two.

11. The parties specifically find that this agreement is in the best interests of the cities and their citizens.

12. The cities are also entering into this agreement pursuant to the provisions of Sections 71.370, 71.380 and 71.390, RSMo. Those provisions state as follows:

a. **71.370—Contracts for fire protection between incorporated cities.** — Any incorporated city in this state having a fire department may contract to furnish fire protection to any other incorporated city or cities in this state, whether or not such other incorporated city or cities have a fire department.

b. **71.380—Fire protection contracts.** — Any two or more incorporated cities wishing to take advantage of sections 71.370 to 71.390 may, by ordinance duly enacted in each of such cities, agree upon the terms upon which such fire protection shall be furnished, and such agreement may, where two or more such cities have fire departments, include an interchange of the service of such fire departments upon such terms as are agreed upon; or such agreement may provide for the payment of a stated sum per month or per year, or a stated sum per fire, or any other method of compensation for such fire protection that is agreed upon by the two or more incorporated cities entering into such contract; provided, that any contract for a longer period than five years shall have no binding force until ratified by a majority of the voters voting on the question in each of the cities entering into such contract.

c. **71.390—Payments under contracts.** — Payments contracted for under sections 71.370 and 71.380 shall be made from any funds of the city available for such purpose.

13. The parties specifically note the language in Section 71.380, RSMo., which states in pertinent part: "...that any contract for a longer period than five years shall have no binding force until ratified by a majority of the voters voting on the question in each of the cities entering into such contract."





14. This contract shall be annually renewable by each city by an ordinance legally passed.

15. The City of Waynesville shall provide at its expense a fire station location in Waynesville, suitable for the placement and operation of a firetruck and quarters for firefighters to sleep overnight. Such station will be equipped, including all communications and computer systems.

16. The City of St. Robert will supply the firetruck, all ancillary equipment, and firefighters at their expense.

17. The City of St. Robert will be an independent contractor.

18. Each city will appoint a person to negotiate and effectuate this agreement with each of these appointed persons vested with discretion to bind their respective city to additional terms not herein set forth.

19. The City of St. Robert will provide liability coverage with the City of Waynesville as an additional named insured with minimum limits of One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) per incident.

20. The City of St. Robert will provide workers compensation coverage on its employees in compliance with Missouri state law.

21. The City of Waynesville will supply a location in the City of Waynesville for the placement of a St. Robert firetruck and other equipment. This building will include sleeping quarters and restrooms. The cost of all maintenance and upkeep on the building will be born by the City of Waynesville.

22. The City of Waynesville will provide liability and property insurance on the building and all personal property of the City located in the building. The minimum liability insurance coverage limits will be One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) per incident and will name the City of St. Robert as an additional named insured.

23. The City of St. Robert will provide property insurance on its property located in the building protected by Waynesville at its expense.

24. The City of St. Robert Fire Department will provide inspection and fire codes enforcement on commercial business located in the City of Waynesville. At present, both cities have the same fire code.

25. The City of St. Robert Fire Department will test for flow rate and pressure the fire hydrants within the City at least every six months and will provide the results of those tests to the City of Waynesville.



26. The fire chief or a person designated by him will attend city council or committee meetings of the City of Waynesville upon request.

27. The City of St. Robert will fulfill all mutual aid agreements that are in force and effect that bind the City of Waynesville to provide mutual aid.

28. The law of Missouri will apply to this agreement.

29. In the event of breach of this agreement by either party, that party will give the other written notice and the parties will meet to try to resolve the issue. The parties will mediate the case prior to any litigation being filed.

30. Neither party can assign this agreement.

31. This written agreement constitutes the entire agreement of the parties.

**IT IS SO AGREED**

**CITY OF WAYNESVILLE**

11/18/21  
Date

By: John C. Doyle  
John Doyle, City Administrator

**CITY OF ST. ROBERT**

12-7-2021  
Date

By: George A. Lauritson  
George A. Lauritson, Mayor





Bill Number: 21-155

Ordinance Number: 3794

**AN ORDINANCE AUTHORIZING THE MAYOR  
TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT  
WITH THE CITY OF WAYNESVILLE FOR FIRE PROTECTION SERVICES**

Be it ordained by the Board of Aldermen of the City of St. Robert as follows:

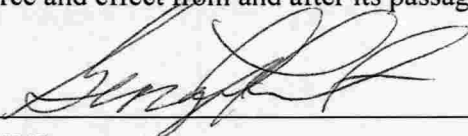
**SECTION 1.** A copy of a proposed Fire Protection Contract Between the Incorporate Cities of Waynesville and St. Robert, Missouri is attached hereto as **Exhibit A** and is incorporated herein by specific reference.

**SECTION 2.** The Board of Aldermen reviews and approves of the Fire Protection Contract Between the Incorporate Cities of Waynesville and St. Robert, Missouri.

**SECTION 3.** The Mayor is authorized to execute the Fire Protection Contract Between the Incorporate Cities of Waynesville and St. Robert, Missouri and the City Clerk is directed to affix to the agreement the official seal of the City and attest to the same.

**SECTION 4.** Any ordinance or part of an ordinance heretofore enacted that is in conflict with this ordinance is hereby repealed.

**SECTION 5.** This ordinance shall be in full force and effect from and after its passage and approval.

  
\_\_\_\_\_  
Mayor

Attest:  
  
  
\_\_\_\_\_  
City Clerk

Read three times and approved by the Mayor on December 7, 2021.

  
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Mayor

