



**NOTICE OF PUBLIC MEETING  
NOVEMBER 17, 2025 – 7:00 P.M.  
BOARD OF ALDERMEN MEETING  
TENTATIVE AGENDA**

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- I. MEETING CALLED TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. APPROVAL OF MINUTES FOR NOVEMBER 3, 2025
- V. CITIZEN COMMENTS
- VI. TREASURER’S REPORT
- VII. RESOLUTIONS
  - R49-25 A RESOLUTION APPROVING THE INVOICED AMOUNT FOR THE 2025 BOARDS AND COMMISSIONS CELEBRATION OF SERVICE EVENT
- VIII. ORDINANCES FOR SECOND READING AND FINAL APPROVAL
  - B25-25 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF KIRKWOOD, MISSOURI, FOR THE PROVIDING OF POLICE, EMERGENCY MEDICAL SERVICE (EMS) AND FIRE DISPATCHING SERVICES AND AUTHORIZING THE EXECUTION OF SAID AGREEMENT ON BEHALF OF THE CITY OF GLENDALE, MISSOURI
  - B26-25 AN ORDINANCE APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL SHARED ADMINISTRATION AGREEMENT WITH THE CITY OF KIRKWOOD, MISSOURI, FOR THE PROVIDING OF SHARED ADMINISTRATION OF THE GLENDALE FIRE DEPARTMENT BY THE CITY OF KIRKWOOD WITH THE PROVIDING OF FIRE CHIEF AND RELATED SERVICES AND AUTHORIZING THE EXECUTION OF SAID AGREEMENT ON BEHALF OF THE CITY OF GLENDALE, MISSOURI
- IX. ORDINANCE FOR FIRST READING
  - B27-25 AN ORDINANCE APPROVING AND AUTHORIZING THE CITY OF GLENDALE, MISSOURI, TO ENTER INTO THE PUBLIC WORKS EMERGENCY RESPONSE MUTUAL AID AGREEMENT AND AUTHORIZING THE EXECUTION OF SAID AGREEMENT ON BEHALF OF THE CITY
  - B28-25 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF KIRKWOOD, MISSOURI, FOR THE PROVIDING OF POLICE, AMBULANCE SERVICE AND AUTHORIZING THE EXECUTION OF SAID AGREEMENT ON BEHALF OF THE CITY OF GLENDALE, MISSOURI

X. DISCUSSION

- a. Traffic Safety Taskforce Proposal

XI. REPORTS

XII. ADJOURNMENT

XIII. EXECUTIVE SESSION

Notice is hereby given that, subject to a motion duly made and adopted, the Board of Aldermen of the City of Glendale will hold a closed session, for the purpose of considering one or more of the following matters pursuant to § 610.021, RSMo: (1) legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys; and (3) hiring, firing, disciplining of particular employees.

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Gabrielle Wesche  
Community Engagement Officer

Updated 3:30 p.m., November 14, 2025



**MINUTES**  
**BOARD OF ALDERMEN MEETING**  
**November 3, 2025 –7:00 p.m.**

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**CALL TO ORDER**

A meeting of the Board of Aldermen of the City of Glendale was held on Monday, November 3, 2025. Mayor Wilcox presided and called the meeting to order at 7:00 p.m.

**PLEDGE OF ALLEGIANCE**

Mayor Wilcox led the Pledge of Allegiance.

**ROLL CALL**

Aldermen Present

Aldermen Absent

Alderman Nauman  
Alderwoman Volk  
Alderwoman Capshaw Cushing  
Alderwoman Lane  
Alderwoman Fiordelisi  
Alderman Stewart

Also present were: Frank Johnson, City Administrator; Brian Malone, City Attorney; Kori Neely, City Engineer; Jeff Beaton, Police Chief; Terry Jones, Public Works Superintendent; Jim Silvernail, Fire Chief; and Gabby Macaluso Wesche, Community Engagement Officer.

**APPROVAL OF AGENDA**

Moved by Alderman Nauman, seconded by Alderwoman Capshaw Cushing, and unanimously carried, to approve the agenda as submitted.

**APPROVAL OF MINUTES**

Moved by Alderman Nauman, seconded by Alderwoman Lane, and unanimously carried, to approve the regular meeting minutes of October 6, 2025 and October 20, 2025.

**CITIZEN COMMENTS**

There was no public comment.

**PRESENTATION – FY2024-2025 Audit (Keith Slusser, Fick, Eggmeyer & Williamson)**

Mr. Slusser presented the results of the audit for FY2024-25 and noted no major concerns.

**ORDINANCES FOR FIRST READING**

**Bill 25-25 – Intergovernmental Agreement for Dispatching Services (Assigned Ord. No. 25-25)**

Mayor Wilcox introduced Bill 25-25, an ordinance approving an intergovernmental agreement with the City of Kirkwood, Missouri, for the providing of police, emergency medical service (EMS) and fire dispatching services and authorizing the execution of said agreement on behalf of the City of Glendale, Missouri.

Moved by Alderwoman Lane and seconded by Alderman Stewart and unanimously carried to approve the first reading of Bill 25-25 by title only.

Mr. Johnson noted that the agreement runs for a term of three years with an initial annual cost of \$175,439, billed quarterly, a 10 percent increase from the current rate. Annual increases in Year 2 and Year 3 of the contract are each 5 percent. The new rate would be effective Jan. 1, 2026.

**Bill 26-25** – Intergovernmental Agreement for Fire Administration Services (Assigned Ord. No. 26-25)

Mayor Wilcox introduced Bill 26-25, an ordinance approving an amended and restated intergovernmental shared administration agreement with the City of Kirkwood, Missouri, for the providing of shared administration of the Glendale Fire Department by the City of Kirkwood with the providing of fire chief and related services and authorizing the execution of said agreement on behalf of the City of Glendale, Missouri.

Moved by Alderman Stewart and seconded by Alderwoman Lane and unanimously carried to approve the first reading of Bill 26-25 by title only.

Mr. Johnson explained that the cost of the contract is tied to a formula that adjusts with salaries and other factors. The initial year's cost is \$87,569.

## **RESOLUTIONS**

**R46-25** – Election of Officers to Serve as Aldermen

Mayor Wilcox introduced Resolution 46-25, a resolution calling for the election of officers to serve the City of Glendale, Missouri, as aldermen from each of the city's three wards; setting forth their terms of office; declaring the filing dates and times for such municipal offices, and establishing the election dates and polling hours for the election day.

Mr. Johnson noted that this is the resolution required to hold the April municipal elections

Moved by Alderman Nauman, seconded by Alderwoman Lane and unanimously carried, to approve Resolution 46-25.

**R47-25** – Purchase of New Fire Truck

Mayor Wilcox introduced Resolution 47-25, a resolution authorizing a contract with Fire Master Fire Equipment Inc. for the purchase of a 2026 or newer KME heavy duty rescue pumping apparatus.

Mr. Johnson noted that staff is recommending that the City purchase a KME heavy duty rescue pumper for a purchase price of \$1,301,968 and estimated delivery in 2028.

Moved by Alderman Nauman, seconded by Alderwoman Lane and unanimously carried, to approve Resolution 47-25.

**R48-25** – Contract with HR Green Inc.

Mayor Wilcox introduced Resolution 48-25, a resolution authorizing a contract with HR Green, Inc. for engineering work related to E. Essex Avenue between North Sappington Road and Devon Road or referred to as “E. Essex Ave. Phase 2.”

Mr. Johnson explained that this resolution approves the engineering work for the City’s application for federal funding for phase 2 of the E. Essex Ave. improvement project.

Moved by Alderman Stewart, seconded by Alderman Nauman and unanimously carried, to approve Resolution 48-25.

**REPORTS**

Mr. Johnson provided the following updates regarding the water main replacement on Sappington Rd. and the Board of Adjustment meeting scheduled for November 18, 2025.

Ms. Wesche provided the filing dates for the April 7, 2026 Election.

**ALDERMEN COMMENTS**

Alderwomen Capshaw Cushing and Volk thanked the Fire Department for including them in their Fire Truck Committee meeting.

Alderwoman Lane asked for an update regarding the Board’s work session scheduled for November 17 and the public education campaign for e-bikes and scooters.

**EXECUTIVE SESSION  
(CLOSED)**

Moved by Alderwoman Volk, seconded by Alderman Nauman to adjourn to Executive Session pursuant to § 610.021, RSMo: 1) legal actions, causes of action, litigation or privileged communications between the City’s representatives and its attorneys; (12) matters relating to any documents and information pertaining to a negotiated contract until a contract is executed.

The vote thereon was as follows:

Alderman Nauman	“Aye”
Alderwoman Volk	“Aye”
Alderwoman Capshaw Cushing	“Aye”
Alderwoman Lane	“Aye”
Alderwoman Fiordelisi	“Aye”
Alderman Stewart	“Aye”

**ADJOURN**

Moved by Alderman Nauman, seconded by Alderwoman Capshaw Cushing and unanimously approved to adjourn the Board of Aldermen public meeting at 7:53 p.m.



***Internal Memorandum***

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**Office of the City Administrator**

**To: Honorable Mayor Mike Wilcox  
Members of the Board of Aldermen**

**From: Frank Johnson, City Administrator  
Steve Chamberlin, City Treasurer & Dan Lawrence, Finance Officer**

**Subject: October Treasurer's Report**

**Date: November 14, 2025**

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**Cash and Investment Balances:**

The City's cash position remains stable through the end of October with a cash and investment balance as of October 31, 2025, of \$4,894,649. Of this figure, \$4,654,068 is available for operations of the city. A month ago, the figure was \$4,259,144 with a comparable number on October 31, 2024, of \$4,425,274.

The increase in funds available for operations during October was due to two factors. One is normal due to the quarterly collections of trash bills (\$203,918). The second was the collection of reimbursements for the E. Essex project of \$276,136. Cash flow was further assisted by the fact there was no large capital items paid for during the month.

The City's cash and investment position increases in December and January and generally declines from February through November as a normal occurrence until property tax collections start back up again in December.

**General Fund Revenues and Expenditures:**

During the month of October, the General Fund received \$441,532 in revenues and had \$447,217 in expenditures causing a monthly deficit of \$5,685. A year ago, the figures were \$403,640 in revenues and \$381,444 in expenses for a surplus of \$22,196. Please see below for further details as well as the enclosed all funds totals document.

**REVENUES**

General Fund	October-25		Year to Date	
	2025	2024	2025	2024
Property Taxes	854	353	4,367	4,394
Sales Tax	116,024	103,406	431,325	418,759
Gross Receipts-Electric	57,998	54,088	233,085	207,650
Gross Receipts-Telephone	7,708	7,465	26,179	27,181
Gross Receipts-Gas	9,388	9,852	36,796	71,361
Gross Receipts-Water	25,870	26,532	113,066	96,819
Local Option Use Tax	25,950	29,867	104,939	107,165
Court Revenues	3,173	7,351	17,630	21,842

**EXPENDITURES**

General Fund	October-25		Year to Date	
	2025	2024	2025	2024
Administration	71,476	48,071	263,276	214,307
Court	10,066	9,269	38,413	37,591
Police Department	179,001	133,504	728,764	631,686
Fire Department	137,976	132,084	710,153	664,547
Public Works	48,698	58,516	263,157	223,937

**Notes:**

- Sales tax revenue from the 1% pool through October of \$431,325 is approximately \$12,500 more than the same comparable figure a year ago.
- September 2024 includes Gas revenue receipt of \$31,584 from Spire that should have been recorded the previous fiscal year due to accounting error by Spire.
- Police overtime for the Police Department through October for the Senator Schmitt security detail is approximately \$80,000 and will be reimbursed by the Capital Police. The estimated reimbursement has not been recorded yet.
- General liability, vehicle, and property insurance expense across all four departments has increased by \$20,000 compared to previous fiscal year.
- Year-to-date expenditures across Administration, Police, and Fire Departments are higher by approximately \$127,000 compared to previous due to budgeted increases in salaries and worker's compensation expense. The figure has been adjusted for Police overtime.
- Expenses are higher in Public Works year-to-date compared to FY 2024 by approximately \$40,000 mostly due to extra full-time employee, vehicle repairs, and general insurance.

**Pension Fund Revenues and Expenditures:**

The City's contribution to the Fire and Police Pension Fund is funded by property tax, which for FY 2025 is budgeted to generate \$580,000. This is substantially greater than FY 2020 and earlier year figures of approximately \$135,000 as the passage of Prop E during the June 2020 election will greatly increase the property tax revenues available to the Pension Plan. All full-time

employees have been enrolled in the MO Lagers plan as of January 1, 2021. The employee (4% of salary) and City contributions (various rate depending on department) are paid monthly to MO Lagers. For October, the employee withholding was \$8,798 with a City contribution of \$27,274. On April 1, 2021, MO Lagers took over the legacy portion of the Glendale retirement plan for retirees as well. The underfunded balance in the legacy portion of the plan is paid through semi-annual payments of \$118,728 beginning May 1, 2021. Also beginning January of 2021, transfers to the General Fund from the Pension Fund are recorded for the Police and Fire portion of the City Lagers expense.

The Pension Fund's assets held at PNC of \$5,540,348 was transferred to MO LAGERS on March 9, 2021.

**Park and Stormwater Revenues and Expenditures:**

The ½ cent Park and Stormwater sales tax (collected on a point-of-sale basis) typically generates approximately \$175,000 a year. Of this amount, \$120,000 is budgeted to pay for the annual maintenance expense for Glendale's portion of the Aquatic Center for 2023 and 2026 as well as additional costs of \$14,500 for an expanded parks and recreational agreement with the City of Kirkwood and Webster Groves. The annual transfer budgeted for FY 2026 of \$60,000 to the Capital Improvement Fund for the stormwater portion of street projects in the CIP Fund will occur in June. Sales tax revenue through four months of the 2026 fiscal year is \$66,416 compared to \$69,158 for the previous fiscal year.

**Capital Improvement Fund Revenues and Expenditures:**

The Capital Improvement Fund has four sources of funding – a ½ cent sales (collection based on population) as well as a portion of the Fire Safety sales tax, transfers from the Park and Stormwater Fund, occasional sales of surplus equipment, and grant revenue from STP street projects. Through four months of the fiscal year sales tax revenue is \$191,124 compared to \$183,110 for the prior year. There were five significant Capital Improvement Fund expenditures during October and they are listed below.

- PD car & body camera contact-\$8,343
- Computer hardware-\$26,300
- PW truck body & hydraulic addition-\$42,091
- ROW payments for N. Sappington-\$7,440
- Stormwater engineering services-\$4,525

**\$1,000 to \$5,000 Purchases:**

There were 4 items that fell into this category during September 2025, and they are listed below.

- AC Systems-\$2,425 Repair to City Hall HVAC system.
- Johnny On The Spot-\$1,643 Jazzfest.
- Gulf States Distribution-\$1,655 Ammunition for Police Department.
- Swinter Group-\$1,732 Calcium chloride for snow removal.

If you have any questions regarding this report, please let me know. Thank you.

Cash and Investments	Balance		
	31-Oct-25	30-Sep-25	Change
General Fund	4,654,068.00	4,259,144.00	394,924.00

  

General Fund	October-25		Year to Date	
	2025	2024	2025	2024
Revenues	441,531.78	403,639.54	1,658,291.12	1,614,613.44
Expenses	447,216.88	381,443.56	2,003,763.70	1,772,068.00
Surplus(Deficit)	(5,685.10)	22,195.98	(345,472.58)	(157,454.56)

  

Sewer Lateral Fund	October-25		Year to Date	
	2025	2024	2025	2024
Revenues	9,527.70	9,443.00	38,144.91	37,987.19
Expenses	13,099.78	(245.00)	48,365.00	8,405.00
Surplus(Deficit)	(3,572.08)	9,688.00	(10,220.09)	29,582.19

  

Sanitation Fund	October-25		Year to Date	
	2025	2024	2025	2024
Revenues	75,080.57	55,849.20	301,593.10	224,235.11
Expenses	73,677.32	54,519.59	297,149.43	220,112.29
Surplus(Deficit)	1,403.25	1,329.61	4,443.67	4,122.82

  

Pension Fund	October-25		Year to Date	
	2025	2024	2025	2024
Revenues	568.96	235.89	2,910.14	2,933.76
Expenses	47,061.46	40,793.01	192,998.32	169,549.20
Surplus(Deficit)	(46,492.50)	(40,557.12)	(190,088.18)	(166,615.44)

  

Prop P Fund	October-25		Year to Date	
	2025	2024	2025	2024
Revenues	36,533.25	32,201.28	142,413.09	135,641.51
Expenses	33,333.33	34,166.66	133,333.32	136,666.64
Surplus(Deficit)	3,199.92	(1,965.38)	9,079.77	(1,025.13)

  

Parks and Stormwater Fund	October-25		Year to Date	
	2025	2024	2025	2024
Revenues	17,886.40	17,061.70	66,416.68	69,157.53
Expenses	0.00	0.00	77,609.65	0.00
Surplus(Deficit)	17,886.40	17,061.70	(11,192.97)	69,157.53

  

Capital Improvement Fund	October-25		Year to Date	
	2025	2024	2025	2024
Revenues	325,266.84	44,886.04	475,715.52	184,310.28
Expenses	94,589.62	174,124.83	703,523.23	626,277.46
Surplus(Deficit)	230,677.22	(129,238.79)	(227,807.71)	(441,967.18)

  

Debt Services Fund	October-25		Year to Date	
	2025	2024	2025	2024
Revenues	640.15	270.31	3,274.23	3,327.89
Expenses	0.00	0.00	74,250.00	79,500.00
Surplus(Deficit)	640.15	270.31	(70,975.77)	(76,172.11)

  

Prop S Fund	October-25		Year to Date	
	2025	2024	2025	2024
Revenues	19,808.60	0.00	10,204,952.30	0.00
Expenses	32,183.13	0.00	139,018.45	0.00
Surplus(Deficit)	(12,374.53)	0.00	10,065,933.85	0.00

A RESOLUTION APPROVING THE INVOICED AMOUNT FOR THE 2025  
BOARDS AND COMMISSIONS CELEBRATION OF SERVICE EVENT

**WHEREAS**, the City of Glendale will host its annual Boards and Commissions Celebration of Service on December 16, 2025, at the Westborough Country Club; and

**WHEREAS**, this event recognizes and honors the valuable contributions of the City’s board members, commissioners, and special volunteers; and

**WHEREAS**, Westborough Country Club has provided a quoted cost of \$5,390.78 for food, beverages, and room rental; and

**WHEREAS**, the final cost of the event is dependent upon calculated gratuity and the total number of guests attending, which will not be finalized until three (3) business days prior to the event, in accordance with the venue’s policies.

**NOW, THEREFORE**, Be It Resolved by the Board of Aldermen of the City of Glendale, Missouri, as follows:

**SECTION ONE:** The Board of Aldermen hereby approves the quoted cost of \$5,390.78 for the 2025 Boards and Commissions Celebration of Service event, in substantially the form attached hereto as Exhibit A (the “Agreement”), with the understanding that the final invoiced amount may vary based on the final guest count and gratuity amount.

**SECTION TWO:** The City shall and the Mayor and other appropriate officers, agents and employees of the City are authorized to execute the Agreement with Westborough Country Club, in substantially the form attached hereto as Exhibit A, and to take such further actions and execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**SECTION THREE:** This resolution shall become effective on its passage.

This Resolution Passed and Approved this 17th Day of November 2025.

\_\_\_\_\_  
Michael A. Wilcox  
Mayor

ATTEST:

\_\_\_\_\_  
Frank Johnson  
City Administrator/City Clerk



# Westborough Country Club

001577

City of Glendale Holiday Party

Tuesday, December 16, 2025

**Billing Acct:** Lisa Cushing  
1848A  
**Contact #:** 314-918-7730  
**Contact Email:** lccapshaw@msn.com  
**Event Co-ordinator:** Jessica Bell

**Function Time:** 7:00 PM to 9:00 PM

**Location:** Living Room      **Function Type:** -None-      **Expected #:** 66      **Guaranteed#** 66      **Rental Fee:** \$0.00  
**Location:** Glen Oak      **Function Type:** -None-      **Expected #:** 66      **Guaranteed#** 66      **Rental Fee:** \$0.00  
**Location:** Terrace Room      **Function Type:** -None-      **Expected #:** 66      **Guaranteed#** 66      **Rental Fee:** \$0.00

Food Services	Notes
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Buffet Dinner	Terrace Room	Qty	Price
Starts at: 7:00 PM      Ends at: 9:00 PM			
TASTE OF THE HILL Tossed Italian Salad		66	\$51.00
Artisan Cheese Pizza			
"King of the Hill" Dollar Roll Sandwiches			
Toasted Ravioli with Marinara			
Chicken Parmesan			
Meatballs in Red Sauce			
Spaghetti with Parmesan			
DESSERT: Fresh Fruit Chocolate Chip Cookies Tiramisu			
<b>Service Total :</b>			<b>\$3,366.</b>

**Room Setup**

TIMELINE:  
6:00 - Client Arrival  
7:00 - Guest Arrival  
7:20 - Food Served  
8:50 - Buffet Closes  
9:00 - Event Ends

**Other Notes**

**Resource Services**

Table/Chairs	Qty	Price
Starts at: 7:00 PM      Ends at: 9:00 PM		
Hi-Top Tables	4	\$0.00
60" Round Table - Set for 8	8	\$0.00
8ft Table - Name Tag Table	1	\$0.00
Portable Bar with Bar Back	1	\$0.00
<b>Service Totals:</b>		<b>\$0.00</b>

Consumption Bar	Glen Oak	Qty	Price
Starts at: 7:00 PM      Ends at: 9:00 PM			

*BEVERAGE CONSUMPTION FROM 2024 AS REFERENCE*

**Service Total : \$0.00**

**Food Total :**

Table Top	Qty	Price
Starts at: 7:00 PM      Ends at: 9:00 PM		

Cocktail Tables - Bud Vases	0	\$0.00
Seating Tables - 3-Tier Pillar Candles & Mirror Tiles	0	\$0.00
<b>Service Totals:</b>		<b>\$0.00</b>

**Beverage Services**

Consumption Bar	Glen Oak	Qty	Price
Starts at: 7:00 PM      Ends at: 9:00 PM			
Call Cocktails		69	\$8.00
Wine		47	\$12.00
House Beer		15	\$6.00
Specialty Beer		1	\$8.00
Soft Drinks		11	\$2.50
<b>Service Total :</b>			<b>\$1,241.5</b>
<b>Beverage Total :</b>			<b>\$1,241.50</b>

Audio Visual/Presentation	Qty	Price
Starts at: 7:00 PM      Ends at: 9:00 PM		

Christmas Spotify Music	0	\$0.00
Wireless Handheld Microphone	1	\$0.00
Podium - Next to Tree	1	\$0.00
<b>Service Totals:</b>		<b>\$0.00</b>

Outdoor Resources	Qty	Price
Starts at: 7:00 PM      Ends at: 9:00 PM		

Fire Pit - Weather Dependant	1	\$0.00
<b>Service Totals:</b>		<b>\$0.00</b>

**Charges**

<b>Room Fee</b>	\$0.00
<b>Food Services</b>	\$3,366.00
<b>Beverage Services</b>	\$1,241.50
<b>Other Services</b>	\$0.00
<b>Resources</b>	\$0.00
<b>Gratuities</b>	\$0.00
<b>Additional Gratuities</b>	\$0.00
<b>Service Charges</b>	\$783.28
<b>Taxes</b>	\$0.00
<b>Total Charges</b>	<b>\$5,390.78</b>



# Westborough Country Club

001577

City of Glendale Holiday Party

Tuesday, December 16, 2025

*The guarantee number of guests is required 3 business days prior to event date.*

*Excess food may not be taken from the Club by the host or guests.*

*Members of the club are reminded that they are responsible for any loss or damage incurred by their guests whilst on Club premises.*

*Dress Code in effect. Country Club Casual.*

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Westborough Country Club

14/11/2025

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Member's Signature

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF KIRKWOOD, MISSOURI, FOR THE PROVIDING OF POLICE, EMERGENCY MEDICAL SERVICE (EMS) AND FIRE DISPATCHING SERVICES AND AUTHORIZING THE EXECUTION OF SAID AGREEMENT ON BEHALF OF THE CITY OF GLENDALE, MISSOURI

**WHEREAS**, The City of Kirkwood, Missouri (“Kirkwood”), operates an emergency services dispatching and communication system and has the authority and capacity to provide full police, EMS and fire emergency dispatching services to other municipalities;

**WHEREAS**, the provisions of Sections 70.210 through 70.320 of the Missouri Revised Statutes authorize municipalities such as Kirkwood and the City of Glendale, Missouri (“Glendale”), to enter into contracts to provide a common service, including dispatching services;

**WHEREAS**, pursuant to their authorities under Chapters 67, 79 and 82 of the Missouri Revised Statutes, Kirkwood and Glendale maintain, operate, and have existing contractual arrangements for the operation of ambulance and fire services for the benefit of their residents;

**WHEREAS**, Glendale provides police, EMS, and fire dispatching services, and fire services to the City of Warson Woods for the benefit of their residents;

**WHEREAS**, Glendale desires to contract with Kirkwood for the provision of full police, EMS, and fire dispatching services for person and businesses located in Glendale and Warson Woods;

**WHEREAS**, Kirkwood has the ability to provide such police, EMS, and fire dispatching services, and agrees to provide the subject emergency dispatching to the person and businesses located in Glendale and Warson Woods in exchange for a fee to be paid by Glendale and upon certain conditions as set forth in that certain Agreement for Police, Emergency Medical Service (EMS) and Fire Dispatching Services (the “Agreement”), a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS**, the Board of Aldermen of the City of Glendale, Missouri, has determined that it is in the best interested of the City of Glendale and for the benefit of the health, safety and welfare of the residents of Glendale that the City enter into the Agreement in substantially the form attached hereto as Exhibit A.

**NOW, THEREFORE** BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF GLENDALE, MISSOURI, AS FOLLOWS:

**SECTION ONE:** The Board of Aldermen of the City of Glendale hereby approves the Agreement for Police, Emergency Medical Service (EMS) and Fire Dispatching Services between the Cities of Kirkwood and Glendale in substantially the form attached hereto as Exhibit A for the purpose of providing for emergency dispatch services within the Cities of Glendale and Warson Woods during the term of January 1, 2026, to December 31, 2029.

**SECTION TWO:** The City shall, and the Mayor and other appropriate officers, agents, and employees of the City are hereby authorized to sign the Agreement in substantially the form attached hereto as Exhibit A and to take such further actions and execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**SECTION THREE:** In the event any word, words, phrase, phrases, sentence, sentences, paragraph, paragraphs, section, sections contained and appearing in this ordinance, shall be held or declared invalid, unlawful or unconstitutional for any cause or reason, then it is hereby declared that the remaining such portions and provisions of this ordinance shall be and remain unaffected thereby and shall remain in full force and effect.

**SECTION FOUR:** This Ordinance shall be in full force and effect from and after its passage and approval.

Read two times and finally passed by the Board of Aldermen of the City of Glendale, Missouri, this \_\_\_ day of \_\_\_\_\_ 2025.

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Michael Wilcox  
Mayor, City of Glendale

ATTEST:

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Frank Johnson  
City Administrator/City Clerk

**Exhibit A**

**AGREEMENT FOR POLICE, EMERGENCY MEDICAL SERVICE (EMS)  
AND FIRE DISPATCHING SERVICES**

THIS AGREEMENT FOR POLICE, EMERGENCY MEDICAL SERVICE (EMS) AND FIRE DISPATCHING SERVICES (“Agreement”) made this \_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Kirkwood, Missouri, a municipality organized and existing under the laws of the State of Missouri (hereinafter “Kirkwood”) and the City of Glendale, Missouri, a municipality organized and existing under the laws of the State of Missouri (hereinafter “Glendale”).

WITNESSETH:

WHEREAS, Kirkwood operates an emergency services dispatching and communication system and has the authority and capacity to provide full Police, EMS and fire emergency dispatching services to other municipalities; and

WHEREAS, the provisions of Sections 70.210 through 70.320 of the Missouri Revised Statutes authorize municipalities such as Kirkwood and Glendale to enter into contracts to provide a common service, including emergency dispatching; and

WHEREAS, Glendale provides police, fire, and EMS emergency dispatching services to the City of Warson Woods for the benefit of their residents; and

WHEREAS, Glendale desires to contract with Kirkwood for the provision of full police, fire and EMS emergency dispatching services for persons and businesses located in Glendale and Warson Woods; and

WHEREAS, Kirkwood has the ability to provide such police, EMS, and fire dispatching services, and agrees to provide the subject emergency dispatching services to the persons and businesses located in Glendale and Warson Woods in exchange for a fee to be paid by Glendale and upon certain conditions as set forth herein; and

WHEREAS, Kirkwood has duly enacted and approved Resolution No. \_\_\_\_\_ authorizing the Mayor to enter into this Agreement on behalf of the City of Kirkwood; and

WHEREAS, Glendale has duly enacted and approved Ordinance No. \_\_\_\_\_ authorizing the Mayor to execute this Agreement on behalf of the City of Glendale;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions hereafter provided, IT IS AGREED by and between Kirkwood and Glendale (individually a “Party” or collectively the “Parties”) as follows:

**Section 1.0 Kirkwood Obligations to Provide Police, EMS and Fire Emergency Dispatching Services**

- 1.1. Kirkwood shall provide and maintain sufficient and suitable equipment, personnel and facilities that meet the requirements and specifications of a dispatching center as may be required by state law, federal law or applicable standards, in order to

- provide prompt, reliable and efficient emergency police, EMS, and Fire dispatch services to Glendale and Warson Woods.
- 1.2. Kirkwood will receive and dispatch emergency police, EMS, and fire calls for Glendale and Warson Woods in accordance with and in the same manner and fashion it receives and dispatches such calls for the City of Kirkwood. Kirkwood maintains sole discretion and control over the manner in which it receives and dispatches emergency police, EMS, ambulance, and fire calls for Glendale and Warson Woods.
  - 1.3. Kirkwood will assist Glendale with the entry of Glendale and Warson Woods response plans into Global CAD as required.
  - 1.4. Kirkwood GIS will input current mapping data accessible by Global CAD as provided by Glendale and Warson Woods, and with the assistance from Glendale, as necessary.
  - 1.5. Kirkwood will permit Glendale and Warson Woods PDs to hold prisoners in the Kirkwood holding facility at no expense, consistent with the policies and practices of the Kirkwood Police Department. However, Glendale and Warson Woods shall be responsible for addressing any bonds, warrants and the releasing of such prisoners.
  - 1.6. Kirkwood will allow Glendale to forward all calls from their non-emergency police phone number to Kirkwood Dispatch after business hours, on weekends, and on City of Glendale holidays.

## **Section 2.0 Glendale Obligations in Regard to Police, EMS and Fire Emergency Dispatching**

- 2.1. Glendale will, at its own expense, provide sufficient and current information to regarding Glendale and Warson Woods to allow Kirkwood to maintain and operate its current mapping data system which supports the computer aided dispatch (“CAD”) system. This data shall be in a digital format compatible with Kirkwood’s data system; data shall include, but not be limited to, streets, intersections, speed limits, lot parcels, left and right segment numerics and any such ancillary data that would enhance the mapping data for Glendale and Warson Woods. Glendale shall provide regular updates and corrections to all such data.
- 2.2. The Glendale Police and Fire Chief, or an appropriate alternate designee, shall be responsible for creating and maintaining response plans for Glendale and entering them into Global CAD with the assistance of Kirkwood and for updating them, as necessary.
- 2.3. Glendale will, at its own expense, have and maintain any client and connectivity software necessary (mreach, NetMotion, etc.) to integrate with Kirkwood’s Global CAD dispatching system so that it is fully compatible with the system owned and maintained by Kirkwood.
- 2.4. Glendale shall be responsible for any separate licensing fees of Global CAD pertaining solely to Global CAD for Glendale and Warson Woods, if any .
- 2.5. Glendale will be responsible for providing and maintaining mobile CAD laptops in Glendale and Warson Woods vehicles for which Kirkwood will provide dispatching services, and for wireless connectivity hardware and connectivity fees as necessary.

- 2.6. Glendale will be responsible for any costs associated with using the Active 911 Global CAD service, if Glendale and Warson Woods choose to add this optional feature.
- 2.7. Glendale will be responsible for any costs associated with obtaining an interface from Global CAD to the Fire reporting software used by Glendale, and for obtaining any such interface.
- 2.8. Glendale will be responsible for providing and maintaining any hardware necessary (informer, pagers) for Glendale and Warson Woods to be fully compatible with Kirkwood's station alerting system.
- 2.9. Glendale will be responsible for providing and maintaining a rip and run printer, and for any connectivity or programming costs associated.
- 2.10. Glendale will be responsible for any REJIS charges for Global CAD configuring or programming necessary to set the program up for dispatching Glendale and Warson Woods Police calls, and Glendale Fire and EMS calls.
- 2.11. Glendale will be responsible for costs from the St. Louis County Emergency Communication Commission for radio re-programming, if any.
- 2.12. Glendale will be responsible for any wireless communication of Glendale cardiac monitors, to allow transmission of EKG signals to the hospital(s).
- 2.13. Glendale will be responsible for any costs associated with the rerouting of 911 calls in the Glendale and Warson Woods service area to Kirkwood.
- 2.14. Glendale will be responsible for any costs associated with the reprogramming of the fractal analysis program used by Kirkwood, so that it can analyze data for Glendale and Warson Woods .
- 2.15. Glendale may, at its own expense, provide a video monitor to be mounted in the dispatch center, to carry live footage from surveillance and security cameras at Glendale City Hall and Police Department. Kirkwood Dispatchers will monitor said footage in a manner consistent with their monitoring of Kirkwood camera footage.

### **Section 3.0 Effective Date, Term and Cancellation**

- 3.1. Kirkwood shall begin providing services under this Agreement at 00.00:01 hours on January 1, 2026 ("Effective Date") and, unless cancelled earlier as provided herein, end as 23:59:59 hours on December 31, 2029 (the "Term").
- 3.2. Kirkwood may, in its sole discretion, cancel this Agreement, to be effective as of 23:59:59 hours on any December 31 during the Term hereof, provided that Kirkwood provides written notice to Glendale of its intent to cancel no later than the January 1st immediately preceding the cancellation date.
- 3.3. Glendale may, in its sole discretion, cancel this Agreement, to be effective as of 23:59:59 hours on any December 31 during the Term hereof, provided that Glendale provides written notice to Kirkwood of its intent to cancel no later than the January 1st immediately preceding the cancellation date. In the event the required notice of cancellation hereunder is not provided, Glendale may nonetheless cancel this Agreement and become responsible for its own emergency dispatching services, provided, however, that in such event, Glendale shall pay Kirkwood a cancellation fee equal to one-quarter (1/4) of the annual Service Fee.

- 3.4. If not previously terminated and if neither Party has provided at least a six-month notice prior to the expiration of the Term of its intent not to renew this Agreement, the Term shall automatically renew for consecutive one-year periods with the annual service fee for dispatching services not increasing more than 3.0% above that for the prior year.

**Section 4.0 Annual Service Charge for Dispatching**

- 4.1. For calendar year 2026 and the two (2) calendar years thereafter, which comprise the Term hereof, Glendale shall pay an annual service charge (the “Service Fee”) for Police, EMS and fire emergency services dispatching as set forth in the following schedule:

2026	\$175,439
2027	\$184,211
2028	\$193,422

- 4.2. Such annual amount will be billed by Kirkwood on a pro-rated quarterly basis and due within thirty (30) days of Glendale receiving an invoice for payment. Amounts not paid within sixty (60) days will bear interest at the rate of six percent (6%) until paid in full.
- 4.3. The Service Fee schedule is based on an estimated annual volume of Glendale EMS and fire calls of 743 and police calls of 7,683 as published in the CAD nature summary report. If the actual volume of EMS and fire calls in Glendale and Warson Woods exceeds 891 in any one calendar year or the actual volume of police calls in Glendale and Warson Woods exceeds 9,220 in any one calendar year, then Kirkwood will have the right prior to October 1 of the following calendar year, to provide notice that starting on the next January 1st, it will revise the Service Fee schedule, save that no annual increase will exceed 10%.

**Section 5.0 Agreement Acknowledgements**

- 5.1. Glendale understands that the process of emergency Police, EMS and fire dispatching is under the control of Kirkwood. Kirkwood will provide a clearly defined process to ensure that any dispatching errors or other concerns are handled promptly and consistently. The Kirkwood Fire Chief, Kirkwood Police Chief or their designees, will meet at least quarterly with Glendale Police Chief, Glendale Fire Chief or designee(s), to discuss operational issues in an effort to provide the best service possible to the citizens and businesses of the respective communities.
- 5.2. Kirkwood will be solely responsible for hiring, employing, training, and managing all dispatchers providing services hereunder. As part of the quarterly meetings referenced in Section 5.1 above, the Parties will discuss the performance of the dispatchers providing services hereunder, with Glendale dispatchers considered as internal candidates for the purpose of hiring.
- 5.3. Kirkwood dispatchers will provide Emergency Medical Dispatch (EMD) services according to protocols for EMD calls and utilize Priority Dispatch ProQA computer based emergency medical dispatch protocols.

- 5.4. Kirkwood will continue to provide training for all dispatch personnel in police, fire and EMS procedures. This will include initial training and annual refresher training. All dispatchers will be certified as Emergency Medical Dispatchers.
- 5.5. Kirkwood will provide an on-going Quality Assurance of emergency medical dispatch services by reviewing all EMS calls for service through a variety of methods that include the ProQA AQUA review program. Glendale will have the opportunity to have a Fire Department representative participate in quarterly meetings with the medical director.
- 5.6. Costs associated with the conversion to dispatching through Kirkwood shall be the responsibility of Glendale as they relate to Section 2 above.
- 5.7. Unless otherwise specified herein, all equipment and facilities owned by Kirkwood and Glendale, respectively, shall continue to be owned by each respective Party and nothing in this Agreement will affect said ownership.

### **Section 6.0 Limited Liability**

- 6.1. Neither Party agrees to indemnify or hold harmless the other Party. The Parties acknowledge that this Agreement does not, and is not intended to, transfer, delegate or assign to the other Party any legal responsibility, duty, obligation or liability associated with any governmental function delegated and/or entrusted to either Party under any existing law or regulation and that Kirkwood and Glendale remain responsible for their own acts and omissions, including the acts and omissions of their officials and employees.
- 6.2. In the event that a claim is made against both Parties it is the intent of both Parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both Parties shall have the right to take any and all actions deemed necessary to protect their interests.

### **Section 7.0 Miscellaneous**

- 7.1. If any Party breaches or allegedly breaches its obligations under this Agreement, then the non-breaching Party must give thirty (30) days' written notice to the allegedly breaching Party to cure the breach before any legal action may be brought based on the breach of this Agreement. Any legal action arising from or related to this Agreement must be filed in the St. Louis County Circuit Court, State of Missouri, and the Parties consent to the jurisdiction of said court.
- 7.2. This Agreement contains the entire understanding of the Parties. No modification, amendment or waiver of any of the provisions of this Agreement shall be valid unless in writing, specifically referring hereto and signed by the authorized representatives of both Parties.
- 7.3. Both Parties to this Agreement represent that they have properly authorized this Agreement according to any applicable charter, code or law.
- 7.4. This Agreement and its interpretation shall be governed by Missouri law.
- 7.5. In the event any provision of this Agreement is invalid or unenforceable, such invalid or unenforceable provision shall not invalidate or affect the other provisions of this Agreement which shall remain in effect and be construed as if such provision was not a part hereof, provided that if the invalidation or unenforceability of such

provision shall, in the opinion of either Party to the Agreement, have a material effect on such Party's rights or obligations under this Agreement, then the Agreement may be terminated by either Party upon thirty (30) days' written notice by such Party to the other Party.

- 7.6. Nothing herein shall be construed or deemed as a waiver of any rights and immunities of any Party, official or employee under Mo. Rev. Stat. § 537.610.
- 7.7. The Agreement supersedes all other agreements and understandings of the Parties, either oral or written, relating to the subjects hereto. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 7.8. Each Party shall comply with the privacy and security provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder ("HIPAA"). All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

City of Kirkwood, Missouri

City of Glendale, Missouri

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

AN ORDINANCE APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL SHARED ADMINISTRATION AGREEMENT WITH THE CITY OF KIRKWOOD, MISSOURI, FOR THE PROVIDING OF SHARED ADMINISTRATION OF THE GLENDALE FIRE DEPARTMENT BY THE CITY OF KIRKWOOD WITH THE PROVIDING OF FIRE CHIEF AND RELATED SERVICES AND AUTHORIZING THE EXECUTION OF SAID AGREEMENT ON BEHALF OF THE CITY OF GLENDALE, MISSOURI

**WHEREAS**, the Cities of Kirkwood, Missouri (“Kirkwood”) and Glendale, Missouri (“Glendale”) (collectively, the “Cities”) have a longstanding history of working and assisting each other cooperatively;

**WHEREAS**, pursuant to their authorities under Chapters 67, 79 and 82 of the Missouri Revised Statutes, Kirkwood and Glendale maintain, operate, and have existing contractual arrangements for the operation of fire services for the benefit of their residents;

**WHEREAS**, the provisions of Sections 70.210 through 70.320 of the Missouri Revised Statutes authorize municipalities such as Kirkwood and the City of Glendale, Missouri (“Glendale”), to enter into contracts to provide a common service;

**WHEREAS**, in December 2020, the Cities entered into a shared fire administration agreement to facilitate greater efficiencies and economies of scale through unified management and cost sharing, while preserving the high level of fire, ambulance, and other services Kirkwood currently provides to the citizens, residents, taxpayers and businesses of Kirkwood and the City of Oakland, Missouri, and while preserving the high level of fire, ambulance, and other services Glendale currently provides to the citizens, residents, taxpayers and businesses of Glendale and the City of Warson Woods, Missouri; and

**WHEREAS**, Glendale provides fire services to the City of Warson Woods for the benefit of their residents;

**WHEREAS**, the Cities now desire to amend and restate that agreement in its entirety to revise the scope of work, funding structure, and duration of the agreement; and

**WHEREAS**, the Board of Aldermen of the City of Glendale, Missouri, has determined that it is in the best interest of the City of Glendale and for the benefit of the health, safety and welfare of the residents of Glendale that the City enter into the Agreement in substantially the form attached hereto as Exhibit A.

**NOW, THEREFORE** BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF GLENDALE, MISSOURI, AS FOLLOWS:

**SECTION ONE:** The Board of Aldermen of the City of Glendale hereby approves the Intergovernmental Shared Administration Agreement between the Cities of Kirkwood and Glendale in substantially the form attached hereto as Exhibit A for the purpose of providing for shared administration of the Glendale Fire Department during the term of January 1, 2026, to December 31, 2030.

**SECTION TWO:** The City shall, and the Mayor and other appropriate officers, agents, and employees of the City are hereby authorized to sign the Agreement in substantially the form attached hereto as Exhibit A and to take such further actions and execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**SECTION THREE:** In the event any word, words, phrase, phrases, sentence, sentences, paragraph, paragraphs, section, sections contained and appearing in this ordinance, shall be held or declared invalid, unlawful or unconstitutional for any cause or reason, then it is hereby declared that the remaining such portions and provisions of this ordinance shall be and remain unaffected thereby and shall remain in full force and effect.

**SECTION FOUR:** This Ordinance shall be in full force and effect from and after its passage and approval.

Read two times and finally passed by the Board of Aldermen of the City of Glendale, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2025.

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Michael A. Wilcox  
Mayor, City of Glendale

ATTEST:

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Frank Johnson  
City Administrator/City Clerk

## Exhibit A

### AMENDED AND RESTATED INTERGOVERNMENTAL SHARED ADMINISTRATION AGREEMENT

This Amended and Restated Intergovernmental Shared Administration Agreement (“Agreement”) is made and entered into effective as of the 1<sup>st</sup> day of January, 2026 by and between the City of Kirkwood, a municipal corporation of the State of Missouri, (“Kirkwood”) and the City of Glendale, a municipal corporation of the State of Missouri, (“Glendale”) (collectively referred to as “Cities”).

#### RECITALS

A. The Cities are authorized pursuant to Section 70.210 to 70.325 of the Revised Statutes of Missouri, as amended, to contract and cooperate with each other in connection with providing services to the respective communities;

B. The Cities have a longstanding history of working and assisting each other cooperatively;

C. The Cities entered into a Memorandum of Understanding outlining the general terms of a comprehensive, mutual approach to fire prevention, fire suppression, review, inspection services, emergency medical services, emergency hazardous substances response services, and other services incidental to the protection of person and property within their respective participating communities;

D. The Cities entered into an Intergovernmental Shared Administration Agreement effective January 1, 2021 (“Original Agreement”) for the purpose of facilitating greater efficiencies and economies of scale through unified management and cost sharing, while preserving the high level of fire, ambulance, and other services each City currently provides to the citizens, residents, taxpayers and businesses;

E. The Original Agreement was for a five-year term, with additional options to renew, beginning January 1, 2021;

F. The Cities wish to amend and restate the Original Agreement in its entirety to revise the scope of work and extend the term of the agreement; and

G. The City Council of the City of Kirkwood authorized the execution of this Agreement by Resolution adopted on the \_\_\_\_ day of \_\_\_\_\_, 2025 and the Board of Aldermen of the City of Glendale authorized the execution of this Agreement by Ordinance adopted on the \_\_\_\_ day of \_\_\_\_\_, 2025.

#### AGREEMENT

In consideration of the foregoing recitals, and the mutual promises and covenants contained herein and other good and valuable consideration, the Cities hereby agree that the Original Agreement is amended and restated in its entirety as follows:

#### TERMS OF AGREEMENT

1. Each City will have direct management and control of their respective Fire Departments and/or governmental units, except as such management and control is delegated herein.

2. **Scope of Work:** Effective January 1, 2026, the Fire Departments of the respective Cities shall engage in joint administration as follows.

(a) Kirkwood and the Kirkwood Fire Department shall provide the position of “Fire Chief,” “Assistant Fire Chief,” and ½ “Administrative Associate” for the shared administration of the Glendale Fire Department.

(b) The aforementioned Fire Chief and Assistant Fire Chief are responsible for operational & administrative services; fire suppression, Emergency Medical Services (EMS), training, education, public relations, and strategic planning.

(c) The Fire Chief and designated command staff members will respond to emergency incidents in Glendale and Warson Woods, and be responsible to assist in the mitigation of those emergency events.

(d) The Fire Chief will inform and work with the Glendale City Administrator and the Kirkwood Chief Administrative Officer regarding departmental activities, operations, and budgeting needs.

(e) The Fire Chief shall, on a biweekly basis, hold office hours at the City of Glendale Fire Department. The Fire Chief shall be physically present at the fire station during the established hours and shall make every effort to ensure the office hours follow a consistently routine schedule.

3. **Funding:** Glendale shall provide annual funding to Kirkwood for the shared administrative services. The associated cost for shared administrative services shall be \$87,569 in the initial year. This shared administrative service fee is calculated on the following formula:

- 10% equally shared
- 20% x proportion of population
- 20% x proportion of area
- 20% x proportion of calls
- 30% x proportion of personnel

This formula is calculated and applied to the salaries of the Fire Chief, Assistant Fire Chief, and ½ of the Fire Department’s Administrative Associate. The annual fees will be adjusted with additional annual wage increases. The same cost ratio or any hybrid funding system agreeable to all parties may be utilized for future shared administrative positions.

4. **Working Relationship:** The Fire Chief and the Assistant Fire Chief shall continue to be employees of Kirkwood and will maintain worker’s compensation protection from Kirkwood during all times pertinent herein.

5. **Effective Date/Duration/Termination:** The Agreement shall take effect January 1, 2026, and shall remain in effect for five (5) years with the option to renew unless it is dissolved or terminated by either City by providing written notice at least ninety (90) days prior to termination.

6. **Indemnification:** Each City expressly waives any and all claims against the other resulting from the discretionary commands or instructions and the decisions made by any Incident Commander in the course of responding to and managing any incident under this Agreement, excepting only commands, instructions or decisions made with malicious intent or with intentional disregard for the rights of others.

7. **Sovereign Immunity:** Nothing in this Agreement shall be deemed to waive any governmental or sovereign immunity to which either City hereto is entitled by operation of law.

8. **Default/Breach, Remedy:** Except as otherwise provided for herein, in the event of a default or breach on the part of either City in the performance or fulfillment of one or more material term(s), promise(s), or condition(s) of this Agreement (“Default”) and such City shall fail to cure such Default within a period of sixty (60) days following delivery of written notice from the other City, in accordance with notice specifying the Default and the date on which the right to terminate the Agreement may be exercised if such Default is not cured within the sixty (60) day time period, then the Agreement shall terminate. However, if the Default is a failure to appropriate funds and pay funds to Kirkwood, the Default must be cured by making available funds or making a payment within thirty (30) days from the date of written notice from Kirkwood, unless the Kirkwood Chief Administrative Officer agrees in writing to extend the deadline.

9. **Order and Decision of Kirkwood Fire Chief Binding:** In each and every instance of operational management and control of the Fire Departments, the decision, direction, and order of the Kirkwood Fire Chief shall be final, binding, and non-appealable. All human resources issues related to Glendale firefighters, such as: hiring, promotion, disciplinary actions, and grievance procedures, will be resolved in accordance with the Policy Manual of Glendale and with the Collective Bargaining Agreement between Glendale and the International Association of Firefighters. All human resource issues will be consulted with the Glendale City Administrator for resolution. The Kirkwood Fire Chief shall assist the management of the City of Glendale in any negotiations of the Collective Bargaining Agreement between Glendale and the International Association of Firefighters.

10. **Fire Prevention and Suppression:** Glendale reserves and will remain responsible for fire prevention and suppression, periodic fire safety inspections, and issuance of building permits and certificates of occupancy within its jurisdictional boundaries. Recognizing the importance of the Kirkwood Fire Department being acquainted with structures in Glendale, as well as fire prevention measures that would protect the lives of Kirkwood firefighters, Glendale, through its Fire Marshal, agrees to cooperate and coordinate with the Kirkwood Fire Department with respect to fire prevention activities, and the Kirkwood Fire Department will be notified and afforded the opportunity to participate in fire prevention activities upon sufficient prior notice.

11. **Emergency Medical Services:** Glendale shall directly provide and/or arrange by separate contract or by other means, for ambulance transport services to be provided within the jurisdictional boundaries of the Glendale Fire Department.

12. **Arson and Fire Investigations:** Kirkwood shall, together with staff from the Glendale Fire Department, perform all “cause and origin” fire investigations within the jurisdictional boundaries of the Glendale Fire Department, consistent with Kirkwood’s investigative practices and procedures within Kirkwood. The Kirkwood Fire Department will work in conjunction with the Glendale Fire Department and respective Police Departments on all fire and arson investigations which involve or result from the commission of a criminal act within the jurisdictional boundaries of the Glendale Fire Department.

13. **Rolling Stock, Buildings, Fixtures, Equipment, and Station Facilities:** Each City shall retain and maintain ownership of its own current and future rolling stock, buildings, fixtures, equipment, and fire facilities, and at all times shall keep the same insured, solely at its own expense, for liability and comprehensive at replacement value. The Kirkwood Fire Chief shall make all management, direction, and use decisions as to the acquisition, maintenance, repair, replacement, and use of all rolling stock, buildings, fixtures, equipment, and fire facilities through direct consultation and agreement with the Glendale City Administrator, and, where necessary, the Glendale Board of Aldermen. Each City, however, shall be solely responsible for all costs, expenses, fees, borrowing, and expenditures arising from and/or pertaining to same.

14. **Payments:** Each City hereto shall be solely responsible for the compensation and benefits of its own personnel and for all its own capital items.

15. **Limitations:** This Agreement is not intended to, and shall not be construed to, alter or amend any collective bargaining agreement now in effect. In addition, Kirkwood shall have no responsibility or financial liability for and will not administer any differential pay or severance obligations that the Glendale Fire Department now has and/or may have for its paid and unpaid personnel, and shall have no responsibility or financial liability for any obligations that the Glendale Fire Department may have to said personnel based upon their service to and employment and/or use by the Glendale Fire Department including, but not limited to, payouts, leave, benefits, overtime, compensatory time, disability, workers compensation, merit pay, bonuses, pensions, litigation claims.

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF KIRKWOOD

\_\_\_\_\_  
By: Liz Gibbons, Mayor

\_\_\_\_\_  
By: Russell Hawes, Chief Administrative Officer

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF GLENDALE

\_\_\_\_\_  
By: Mike Wilcox, Mayor

\_\_\_\_\_  
By: Frank Johnson, City Administrator



**Internal Memorandum**

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TO: Frank Johnson, City Administrator  
FROM: Terry Jones, Public Works Superintendent *TJ*  
DATE: November 4, 2025  
RE: Public Works Mutual Aid Agreement

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Frank,

Like the Police and Fire communities, local Public Works agencies have developed a Mutual Aid Agreement to facilitate the requesting and providing of assistance among participating municipalities during natural or manmade disasters.

The Agreement defines the procedures for requesting and providing mutual aid, establishes payment terms between the recipient and provider of aid, and clarifies the roles and responsibilities of all involved parties.

Participation in this Agreement is non-binding—if aid is requested from Glendale, the city is not obligated to respond. There is also no cost to Glendale for participation unless aid is provided, in which case the recipient reimburses the provider for personnel, equipment, and materials costs.

Currently, 15 municipalities are enrolled in the Agreement. Municipalities wishing to become signatories must adopt the Agreement by Ordinance and submit their signed documents by February 6, 2026.

Given the increase in natural disasters over the past decade, it is possible that Glendale may one day require assistance. Moreover, it is both prudent and expected that we support neighboring communities when feasible.

For these reasons, I recommend that the city enter into the Public Works Mutual Aid Agreement.

Please let me know if you have any questions.

AN ORDINANCE APPROVING AND AUTHORIZING THE CITY OF GLENDALE, MISSOURI, TO ENTER INTO THE PUBLIC WORKS EMERGENCY RESPONSE MUTUAL AID AGREEMENT AND AUTHORIZING THE EXECUTION OF SAID AGREEMENT ON BEHALF OF THE CITY.

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

**WHEREAS**, local public works agencies in the St. Louis region have developed a Public Works Emergency Response Mutual Aid Agreement to facilitate the requesting and providing of assistance among participating municipalities during natural or manmade disasters; and

**WHEREAS**, the Agreement establishes the procedures for requesting and providing aid, clarifies the roles and responsibilities of the parties, and provides for reimbursement of personnel, equipment, and material costs when assistance is rendered; and

**WHEREAS**, participation in the Agreement is non-binding and does not obligate the City of Glendale to respond to requests for aid when the City determines in good faith that it is necessary to withhold resources to provide reasonable and adequate protection for the City of Glendale, but allows the City to both request and provide assistance when feasible and appropriate; and

**WHEREAS**, the Board of Aldermen finds it is in the best interest of the citizens of Glendale to participate in this cooperative Agreement to ensure the availability of mutual assistance during public works emergencies and to support neighboring communities when possible.

**NOW, THEREFORE** BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF GLENDALE, MISSOURI, AS FOLLOWS:

**SECTION ONE:** The Board of Aldermen of the City of Glendale hereby approves the Public Works Emergency Response Mutual Aid Agreement in substantially the form attached hereto as Exhibit A.

**SECTION TWO:** The City shall, and the Mayor and other appropriate officers, agents, and employees of the City are hereby authorized to sign the Agreement in substantially the form attached hereto as Exhibit A and to take such further actions and execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**SECTION THREE:** In the event any word, words, phrase, phrases, sentence, sentences, paragraph, paragraphs, section, sections contained and appearing in this ordinance, shall be held or declared invalid, unlawful or unconstitutional for any cause or reason, then it is hereby declared that the remaining such portions and provisions of this ordinance shall be and remain unaffected thereby and shall remain in full force and effect.

**SECTION FOUR:** This Ordinance shall be in full force and effect from and after its passage and approval.

Read two times and finally passed by the Board of Aldermen of the City of Glendale, Missouri,  
this \_\_\_\_ day of \_\_\_\_\_, 2025.

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Michael A. Wilcox  
Mayor, City of Glendale

ATTEST:

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Frank Johnson  
City Administrator/City Clerk

## PUBLIC WORKS MUTUAL AID AGREEMENT – FEBRUARY 6, 2026

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.

## PUBLIC WORKS MUTUAL AID AGREEMENT – FEBRUARY 6, 2026

**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.

PUBLIC WORKS MUTUAL AID AGREEMENT – FEBRUARY 6, 2026

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;

## PUBLIC WORKS MUTUAL AID AGREEMENT – FEBRUARY 6, 2026

(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;

## PUBLIC WORKS MUTUAL AID AGREEMENT – FEBRUARY 6, 2026

(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.

## PUBLIC WORKS MUTUAL AID AGREEMENT – FEBRUARY 6, 2026

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

## PUBLIC WORKS MUTUAL AID AGREEMENT – FEBRUARY 6, 2026

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.

PUBLIC WORKS MUTUAL AID AGREEMENT – FEBRUARY 6, 2026

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** \_\_\_\_\_

**Ordinance or Resolution Number** \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Title \_\_\_\_\_

PUBLIC WORKS MUTUAL AID AGREEMENT - FEBRUARY 6, 2026

City of Glendale

**Resource List**

<u>Resource</u>	<u>Number</u>
Arrow Boards	
Backhoes	1
Bucket Trucks	0 - tow behind platform - 52'
Chainsaws	5
Changeable Message Boards	2
Chippers	1
Dump Trucks	3
Front End Loader	0
Generators	0
Light Towers	0
Mini Excavators	0
Skid Steers	1
Street Sweeper	0 - sweeper attachment for skid steer

PUBLIC WORKS MUTUAL AID AGREEMENT - FEBRUARY 6, 2026

City of Glendale

**DULY AUTHORIZED REPRESENTATIVE(S)**

Name: Terry Jones Title: Public Works Superintendent

Address: 721 Bismark Ave

City/State/Zip: Glendale, MO 63122

Office Phone: 314-968-8157 Cell Phone: 314-575-3282

E-Mail: tjones@glendalemo.org

Name: Brandon Trusty Title: Public Works Foreman

Address: 721 Bismark Ave

City/State/Zip: Glendale, MO 63122

Office Phone: 314-968-8157 Cell Phone: 314-540-9310

E-Mail: btrusty@glendalemo.org

Name: Frank Johnson Title: City Administrator

Address: 424 N. Sappington Rd

City/State/Zip: Glendale, MO 63122

Office Phone: 314-965-3600 Cell Phone: \_\_\_\_\_

E-Mail: fjohnson@glendalemo.org

# MUTUAL AID CONTACT INFORMATION – 5/27/2025

<b>Ballwin</b> 200 Park Dr Ballwin, MO 63011 (PW)	Rob Farek; Superintendent of Public Works Phone: (636) 227-9000 After Hours: (314)482-7127 rfarek@ballwin.mo.us	Jim Link; Director of Public Works Phone: (636) 227-9000 After Hours: (314) 220-5519 jlink@ballwin.mo.us	Eric Sterman; City Administrator Phone: (636) 227-9000 After Hours: (314) 369-6540 esterman@ballwin.mo.us
<b>Brentwood</b> 8330 Manchester Rd Brentwood, MO 63144	Dan Gummshheimer, Public Works Dir Phone: 314-963-8642 After Hours: dgummshheimer@brentwoodmo.org	Kyle Allen, PW and Sanitation Supervisor Phone: 314-963-8642 After Hours: 314-662-2794 Kallen@brentwoodmo.org	Eric Lake, Project Manager Phone: 314-963-8642 After Hours: 314-662-6035 elake@brentwoodmo.org
<b>Chesterfield</b> 690 Chesterfield Pkwy W Chesterfield, MO 63017	David Barley; Supt. Of Maintenance Ops Phone: (636) 812-9608 After Hours: (314) 814-6023 dbarley@chesterfield.mo.us	James Eckrich; Public Works Director Phone: (636) 537-4764 After Hours: (314) 680-9803 jeckrich@chesterfield.mo.us	Mike Geisel; City Administrator Phone: (636) 537-4760 After Hours: (314) 680-9802 mgeisel@chesterfield.mo.us
<b>Clayton</b> 10 N Bemiston Ave Clayton, MO 63105	Matt Malick; Director of Public Works Phone: (314) 290-8547 After Hours: (314) 704-6288 mmalick@claytonmo.gov	John Wulf; Assistant Director of PW Phone: (314) 290-8546 After Hours: (314) 605-1022 jwulf@claytonmo.gov	Michael Leady; Public Works Supt Phone: (314) 290-8550 After Hours: (314) 565-0251 mleady@claytonmo.gov
<b>Des Peres</b> 12325 Manchester Rd Des Peres, MO 63131	Stephen Meyer; Director of Public Works Phone: (314) 835-6133 After Hours: (314) 640-1883 smeyer@desperesmo.org	Dave Hahn; Street Superintendent Phone: (636) 299-6608 After Hours: (314) 440-0408 dhahn@desperesmo.org	Dave Mieger; Streets Foreman Phone: (314) 799-2503 After Hours: (314) 799-2503 dmieger@desperesmo.org
<b>Ellisville</b> 1 Weis Ave Ellisville, MO 63011	Grant Lay; Field Supervisor Phone: (636) 591-6666 After Hours: (217) 430-0989 glay@ellisville.mo.us	Mike Hartwig; Asst City Engineer Phone: (636) 227-9660 After Hours: (314) 280-5483 mhartwig@ellisville.mo.us	Bill Schwer, City Manager Phone: (636) 227-9660 After Hours: (314) 228-8527 bschwer@ellisville.mo.us
<b>Frontenac</b> 10555 Clayton Rd Frontenac, MO 63131	Jeff Wappelhorst; Director of Public Works Phone: (314) 994-0646 After Hours: (314) 393-7481 Jwappelhorst@cityoffrontenac.org	James Griffin; Foreman of Public Works Phone: (314) 994-9861 After Hours: (314) 393-7540 Jim@cityoffrontenac.org	Jaysen Christensen; City Admin Phone: 314-373-6503 After Hours: 314-228-8527 jchristensen@cityoffrontenac.org
<b>Ladue</b> 9345 Clayton Rd Ladue, MO 63124	Anne Lamitola; Director of Public Works Phone: (314) 993-5665 After Hours: (314) 623-3552 alamitola@cityofladue-mo.gov	Scot Bollinger; Public Works Supt. Phone: (314) 993-5665 After Hours: (314) 737-1422 sbollinger@cityofladue-mo.gov	Craig Schwalbert, Crew Leader Phone: (314) 993-5665 After Hours: (314) 302-5485 cschwalbert@cityofladue-mo.gov
<b>Manchester</b> 14318 Manchester Rd Manchester, MO 63011	Errol Tate; Public Works Director Phone: (636) 227-1385 ext. 154 After Hours: (314) 913-0156 etate@manchestermo.gov	Todd Welker; Public Works Supv. Phone: (636) 227-1385 ext. 130 After Hours: (314) 393-2104 twelker@manchestermo.gov	Justin Klocke; City Administrator Phone: (636) 227-1385 ext. 106 After Hours: (573) 205-1213 jklocke@manchestermo.gov
<b>Maryld Hts</b> 11911 Dorsett Rd Maryland Hgts 63043	Cliff Baber; Director of Public Works Phone: (314) 738-2258 After Hours: (314) 393-1436 cbaber@marylandheights.com	James Phillips; Operations Manager Phone: (314) 738-2277 After Hours: (314) 486-2375 Jphillips@marylandheights.com	
<b>Olivette</b> 1200 N Price Rd Olivette, MO 63132	Bruce McGregor; Director of Public Works Phone: (314) 994-2451 After Hours: (314) 568-2663 BMcGregor@OlivetteMO.com	Walter Taylor; Public Works Crew Leader Phone: (314) 993-0252 After Hours: (314) 448-3480 WTaylor@OlivetteMO.com	
<b>O'Fallon</b> 100 N Main St O'Fallon, MO 63366	Steve Bender; Director of Public Works Phone: (636) 379-5560 After Hours: (314) 568-0643 sbender@ofallon.mo.us	Jay Herigodt; Assistant Director of PW Phone: (636) 379-3801 After Hours: (314) 581-7219 jherigodt@ofallon.mo.us	
<b>Univ. City</b> 6801 Delmar Blvd Univ. City, MO 63130	VACANT; Streets Superintendent Phone: (314) 505-8585 After Hours: TBD First initial last name@ucitymo.org	Darin Girdler; Director of Public Works Phone: (314) 505-8572 After Hours: (618) 971-8276 dgirdler@ucitymo.org	
<b>Valley Park</b> 320 Benton St Valley Park, MO 63088	Gerald Martin; Public Works Director Phone: (636) 225-5171 After Hours: (314) 565-4086 gmartin@valleyparkmo.org	Nathan Schauf; City Administrator Phone: (636) 225-5171 After Hours: (636) 215-3173 Nschauf@valleyparkmo.org	Chandra Webster, Mayor Phone: (314) 448-6465 After Hours: (314) 448-6465 Not provided
<b>Wentzville</b> 1001 Schroeder Creek Wentzville, MO 63385	Daryl Hampel; Director of Public Works Phone: (636) 639-2030 After Hours: (636) 538-3280 Daryl.Hampel@wentzvillemo.gov	Kevin Ell; Streets & Signals Superintendent Phone: (636) 290-6190 After Hours Phone: Same Kevin.Ell@wentzvillemo.gov	Douglas Lee, City Administrator Phone: (314) 220-4571 Douglas.Lee@wentzvillemo.gov
<b>St. Louis County PW</b>	Stephanie Leon Streeter; Director Phone: (314) 615-8119 After Hours: (314) 269-4347 sleonstreeter@stlouiscountymo.gov	Craig Boyles, Mg of Fleet / Disaster Coord Phone: (314) 615-6289 After Hours: (314) 615-6289 cboyles@stlouiscountymo.gov	Jeremy Faust; Safety Manager Phone: (314) 615-8502 After Hours: (314) 399-5686 jfaust@stlouiscountymo.gov
<b>St. Louis County EM</b>	Michelle Ryan; OEM Director Phone: (314) 615-9508 Phone: (314) 598-0540 mryan@stlouisco.com	Matt Gabrian; Deputy Director Phone: (314) 267-4144 Cell: (314) 267-4144 mgabrian@stlouiscountymo.gov	

**MODOT**Traffic Management Center  
Staffed 24/7/365  
314-275-1500

<b>Cities</b>	<b>Backhoes</b>	<b>Bucket Trucks</b>	<b>Chainsaws</b>	<b>Chippers</b>	<b>Generators</b>	<b>Light Towers</b>	<b>Skid Steers</b>	<b>Traffic Control Devices</b>	<b>Wheel Loaders</b>
Ballwin	1	2	8	2	5	0	6	2 CMBs	1
Brentwood	1	0	10	1	2	0	1	1 Arrow	0
Chesterfield	2	2	10	5	5	1	8	2 Arrow, 2 CMBs	1
Clayton	0	3	18	2	4	1	3	5 CMBs	1
Des Peres	2	1	8	1	1	0	2	2 CMB	0
Ellisville	2	2	13	2	2	1	3	5 CMBs	0
Frontenac	1	0	2	1	0	0	1	0	0
Ladue	1	0	10	0	1	0	2	1 CMB	2
Manchester	2	1	9	2	5	0	3	1 CMB	0
Maryland Hts	1	2	8	2	2	1	4	3 CMBs	1
Olivette	2	1	5	1	2	0	1	0	0
O'Fallon	3	2	12	1	9	0	11	6 CMBs, 3 Arrow	3
Univ. City	0	1	3	1	1	0	1	0	2
Valley Park	1	1	6	1	3	0	2	1 CMB's	0
Wentzville	2	1	5	1	2	1	4	8 CMB, 2 Arrow, 2 Port Traf Sig	1

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF KIRKWOOD, MISSOURI, FOR THE PROVISION OF AMBULANCE SERVICE AND AUTHORIZING THE EXECUTION OF SAID AGREEMENT ON BEHALF OF THE CITY OF GLENDALE, MISSOURI

**WHEREAS**, the City of Kirkwood (“Kirkwood”) owns and operates three (3) ambulances in order to provide on-scene EMS services and transportation of patients on an emergency basis to area hospitals;

**WHEREAS**, the provisions of Sections 70.210 through 70.320 of the Missouri Revised Statutes authorize municipalities such as Kirkwood and the City of Glendale, Missouri (“Glendale”), to enter into contracts to provide a common service, including ambulance services;

**WHEREAS**, pursuant to their authorities under Chapters 67, 79 and 82 of the Missouri Revised Statutes, Kirkwood and Glendale maintain, operate, and have existing contractual arrangements for the operation of ambulance and fire services for the benefit of their residents;

**WHEREAS**, Glendale provides ambulance and fire services to the City of Warson Woods (“Warson Woods”) for the benefit of their residents;

**WHEREAS**, Glendale desires to contract with Kirkwood for the provision of ambulance services for persons and businesses located in Glendale and Warson Woods;

**WHEREAS**, Kirkwood has the ability to render such ambulance services and agrees to provide the subject ambulance services to the persons and businesses located in Glendale and Warson Woods upon certain conditions as set forth in that certain Agreement for Ambulance Service (the “Agreement”), a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS**, the Board of Aldermen of the City of Glendale, Missouri, has determined that it is in the best interest of the City of Glendale and for the benefit of the health, safety and welfare of the residents of Glendale that the City enter into the Agreement in substantially the form attached hereto as Exhibit A.

**NOW, THEREFORE** BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF GLENDALE, MISSOURI, AS FOLLOWS:

**SECTION ONE:** The Board of Aldermen of the City of Glendale hereby approves the Agreement for Ambulance Service between the Cities of Kirkwood and Glendale in substantially the form attached hereto as Exhibit A for the provision of ambulance service within the Cities of Glendale and Warson Woods during the term of January 1, 2026 through December 31, 2029.

**SECTION TWO:** The Mayor and other appropriate officers, agents, and employees of the City are hereby authorized to sign the Agreement in substantially the form attached hereto as Exhibit A, and to take such further actions, and to execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**SECTION THREE:** In the event any word, words, phrase, phrases, sentence, sentences, paragraph, paragraphs, section, sections contained and appearing in this ordinance, shall be held or declared invalid, unlawful or unconstitutional for any cause or reason, then it is hereby declared that the remaining such portions and provisions of this ordinance shall be and remain unaffected thereby and shall remain in full force and effect.

**SECTION FOUR:** This Ordinance shall be in full force and effect from and after its passage and approval.

Read two times and finally passed by the Board of Aldermen of the City of Glendale, Missouri, this \_\_\_ day of \_\_\_\_\_, 2025.

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Michael Wilcox  
Mayor, City of Glendale

ATTEST:

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Frank Johnson  
City Administrator/City Clerk

**Exhibit A**

**AGREEMENT FOR AMBULANCE SERVICE**

THIS AGREEMENT FOR AMBULANCE SERVICE (“Agreement”) made this \_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Kirkwood, Missouri, a municipality organized and existing under the laws of the State of Missouri (hereinafter “Kirkwood”) and the City of Glendale, Missouri, a municipality organized and existing under the laws of the State of Missouri (hereinafter “Glendale”).

WITNESSETH:

WHEREAS, Kirkwood owns and operates three (3) ambulances in order to provide on scene EMS services and transport of patients on an emergency basis to area hospitals, and

WHEREAS, the provisions of Sections 70.210 through 70.320 of the Missouri Revised Statutes authorize municipalities such as Kirkwood and Glendale to enter into contracts to provide a common service; and

WHEREAS, pursuant to their authorities under Chapters 67, 79 and 82 of the Missouri Revised Statutes, Kirkwood and Glendale maintain, operate, and have existing contractual arrangements for the operation of ambulance and fire services for the benefit of their residents; and

WHEREAS, Glendale provides ambulance and fire services to the City of Warson Woods for the benefit of their residents; and

WHEREAS, Glendale desires to contract with Kirkwood for the provision of ambulance services for persons and businesses located in Glendale and Warson Woods; and

WHEREAS, Kirkwood has the ability to render such ambulance services, and agrees to provide the subject ambulance services to the persons and businesses located in Glendale and Warson Woods upon certain conditions as set forth herein; and

WHEREAS, Kirkwood has duly enacted and approved Resolution No. \_\_\_\_ authorizing the Mayor to enter into this Agreement on behalf of the City of Kirkwood; and

WHEREAS, Glendale has duly enacted and approved Ordinance No. \_\_\_\_ authorizing the Mayor to execute this Agreement on behalf of the City of Glendale;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions hereafter provided, IT IS AGREED by and between Kirkwood and Glendale (individually a “Party” or collectively the “Parties”) as follows:

**Section 1.0 Terms for Providing Ambulance Services**

- 1.1. Kirkwood shall provide twenty-four (24) hour Emergency ambulance services seven (7) days per week on behalf of Glendale for all such services that originate within the city limits of Glendale and an area in Warson Woods that Glendale has responsibility for contractually (jointly referred to in this section as “Glendale”).

- 1.2. Kirkwood shall provide ambulance services to Glendale at the Advanced Life Support (ALS) level. Kirkwood shall respond to a request for ambulance services with no less than two (2) personnel and at least one (1) such personnel shall be an Emergency Medical Technician-Paramedic (EMT-P).
- 1.3. In providing ambulance services Kirkwood shall provide properly trained and appropriately licensed Emergency Medical Technicians. Kirkwood will provide ambulance services at least to the level of training and quality of care as provided the residents of Kirkwood, Missouri at the time of execution of this Agreement. The ambulance services provided pursuant to this Agreement shall include the services of the Kirkwood's Medical Director. The clinical oversight and clinical protocols for ambulance services provided in Glendale and Warson Woods shall be the same as those provided for ambulance services to persons located in Kirkwood. Kirkwood shall provide ambulance services in Glendale and Warson Woods at least to the level of training and quality of care as provided the persons in Kirkwood.
- 1.4. Glendale agrees to utilize the same Medical Control as Kirkwood to standardize patient care transition between Glendale Fire and Kirkwood. Kirkwood will be responsible for the cost of Medical Control, and this cost is derived on a fee per call basis. Kirkwood will submit incident data to Medical Control on an annual basis for the calculation and invoicing of this fee. Glendale will continue to maintain its licensure through the State of Missouri as an Emergency Medical Response Agency and report data to the State through its ePcr product. Glendale agrees to procure and utilize the same ePcr reporting software (ESO ePcr Suite, including the HDE module) required by the Medical Control agency utilized by Kirkwood.
- 1.5. "Emergency" means a life threatening emergency as determined in accordance with Kirkwood's policies. "Response Time Measurement" means a response time as measured via the Computer Aided Dispatch System of Kirkwood from received until arrival at the Incident Location. "Arrival at the Incident Location" means the moment an ALS City of Kirkwood Ambulance notifies its Dispatch Center that it has arrived at the scene of an Emergency (e.g., the entrance to an apartment building, not merely the entrance to the apartment complex in general; or an actual accident scene not merely an approach location with sight of an accident scene). This Agreement is not intended to modify mutual aid ALS response to all Emergencies by Glendale or other mutual aid agencies.
- 1.6. Kirkwood shall respond to Emergencies originating from Glendale or Warson Woods within nine (9) minutes or less on not less than seventy five percent (75%) of all such response requests in Glendale and Warson Woods and Kirkwood shall respond to Emergencies originating from Glendale or Warson Woods within twelve (12) minutes or less on one-hundred percent (100%) of all such response requests in Glendale and Warson Woods measured on a three-month rolling average period commencing thirty (30) days after the execution of this Agreement.
- 1.7. A Glendale fire apparatus, if in service, shall respond to all EMS calls in the contracted service area. A Glendale fire apparatus arriving on the scene of the incident is considered the same as a City of Kirkwood Ambulance notifying the Dispatch Center that it has arrived at the scene of the Emergency, thus stopping the "Response Time Measurement described in 3.6"

- 1.8. In consideration of the ambulance services provided by Kirkwood pursuant to this Agreement, Kirkwood shall have the right to the funds it receives for service billings and collections resulting from the ambulance services Kirkwood renders, including but not limited to, billings to insurance companies, GEMT Program, Medicare, Medicaid and individuals who receive services pursuant to this Agreement.
- 1.9. Kirkwood shall be responsible for assessing, billing and collecting all costs and payments associated with ambulance services provided pursuant to this Agreement and may charge the nonresident rate set forth in the Ambulance Service Fee Schedule for the City of Kirkwood, as such schedule may be amended from time to time at Kirkwood's sole discretion. Kirkwood will not charge fees for ambulance transport of Glendale employees who are hurt on the job/in the line of duty.
- 1.10. Glendale shall primarily utilize Kirkwood for the performance of all Emergency ambulance services and Kirkwood shall be the primary provider of all Emergency ambulance services originating within Glendale and Warson Woods other than when Kirkwood ambulances are unavailable due to maintenance or responding to other calls or unable to meet the mandated twelve-minute response time whereupon ambulance services may be provided through mutual aid agreements or separate contractual agreements.
- 1.11. Kirkwood shall furnish to Glendale a written report of mutually agreed upon data on at least a quarterly basis. Upon request, a Kirkwood representative will attend Glendale Board of Aldermen meetings and when requested will provide written or oral reports regarding responses in Glendale and Warson Woods in addition to those furnished in the written quarterly report. Reports shall not include any personal health information protected from disclosure pursuant to the *Health Insurance Portability and Accountability Act of 1996* (HIPAA).

## **Section 2.0 Effective Date, Term and Cancellation**

- 2.1. Kirkwood shall begin providing services under this Agreement at 00.00:01 hours on January 1, 2026 ("Effective Date") and, unless cancelled earlier as provided herein, end as 23:59:59 hours on December 31, 2029 (the "Term").
- 2.2. Kirkwood may, in its sole discretion, cancel this Agreement, to be effective as of 23:59:59 hours on any December 31 during the Term hereof, provided that Kirkwood provides written notice to Glendale of its intent to cancel no later than the January 1st immediately preceding the cancellation date.
- 2.3. Glendale may, in its sole discretion, cancel this Agreement, to be effective as of 23:59:59 hours on any December 31 during the Term hereof, provided that Glendale provides written notice to Kirkwood of its intent to cancel no later than the January 1st immediately preceding the cancellation date. In the event the required notice of cancellation hereunder is not provided, Glendale may nonetheless cancel this Agreement and become responsible for its own ambulance services.
- 2.4. If not previously terminated and if neither Party has provided at least a six-month notice prior to the expiration of the Term of its intent not to renew this Agreement, the Term shall automatically renew for consecutive one-year periods.

### **Section 3.0 Agreement Acknowledgements**

- 3.1. Kirkwood will be solely responsible for hiring, employing, training, and managing all Fire department personnel providing ambulance response and transport services as part of this Agreement.
- 3.2. Unless otherwise specified herein, all equipment and facilities owned by Kirkwood and Glendale, respectively, shall continue to be owned by each respective Party and nothing in this Agreement will affect said ownership.

### **Section 4.0 Limited Liability**

- 4.1. Neither Party agrees to indemnify or hold harmless the other Party. The Parties acknowledge that this Agreement does not, and is not intended to, transfer, delegate or assign to the other Party any legal responsibility, duty, obligation or liability associated with any governmental function delegated and/or entrusted to either Party under any existing law or regulation and that Kirkwood and Glendale remain responsible for their own acts and omissions, including the acts and omissions of their officials and employees.
- 4.2. In the event that a claim is made against both Parties it is the intent of both Parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both Parties shall have the right to take any and all actions deemed necessary to protect their interests.

### **Section 5.0 Miscellaneous**

- 5.1. If any Party breaches or allegedly breaches its obligations under this Agreement, then the non-breaching Party must give thirty (30) days' written notice to the allegedly breaching Party to cure the breach before any legal action may be brought based on the breach of this Agreement. Any legal action arising from or related to this Agreement must be filed in the St. Louis County Circuit Court, State of Missouri, and the Parties consent to the jurisdiction of said court.
- 5.2. This Agreement contains the entire understanding of the Parties. No modification, amendment or waiver of any of the provisions of this Agreement shall be valid unless in writing, specifically referring hereto and signed by the authorized representatives of both Parties.
- 5.3. Both Parties to this Agreement represent that they have properly authorized this Agreement according to any applicable charter, code or law.
- 5.4. This Agreement and its interpretation shall be governed by Missouri law.
- 5.5. In the event any provision of this Agreement is invalid or unenforceable, such invalid or unenforceable provision shall not invalidate or affect the other provisions of this Agreement which shall remain in effect and be construed as if such provision was not a part hereof, provided that if the invalidation or unenforceability of such provision shall, in the opinion of either Party to the Agreement, have a material effect on such Party's rights or obligations under this Agreement, then the Agreement may be terminated by either Party upon thirty (30) days' written notice by such Party to the other Party.

- 5.6. Nothing herein shall be construed or deemed as a waiver of any rights and immunities of any Party, official or employee under Mo. Rev. Stat. § 537.610.
- 5.7. The Agreement supersedes all other agreements and understandings of the Parties, either oral or written, relating to the subjects hereto. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 5.8. Each Party shall comply with the privacy and security provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder (“HIPAA”). All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

City of Kirkwood, Missouri

City of Glendale, Missouri

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



## ***Internal Memorandum***

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### **Office of the City Administrator**

**To:** Honorable Mayor Mike Wilcox  
Members of the Board of Aldermen

**From:** Frank Johnson, City Administrator

**Subject:** Traffic Safety Taskforce Recommendations

**Date:** November 7, 2025

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In evaluating the formation of a Traffic Safety Taskforce for Glendale, staff looked at the approaches taken by the neighboring municipalities of Webster Groves, Kirkwood and Crestwood. Each municipality had significant overlap and differences in how they structured and implemented their respective committees.

Each city allowed for some mechanism for residents to directly request traffic calming features, such as speed humps, and establish a formal, metrics-based process for evaluating those requests. Kirkwood and Crestwood handled it completely with internal staff committees, while Webster Groves has a standing citizen committee that makes recommendations for staff consideration.

We are recommending an approach and structure like that of Crestwood that is more appropriately tuned for the capacity and resources of a city the size of Glendale. The major components are outlined below.

### **COMPOSITION AND MEETING STRUCTURE**

- Staff committee comprised of the City Administrator, the Public Works Director, the Police Chief, the Fire Chief and the City Engineer.
- Meet on a regular basis with established agendas. Meeting cadence could be monthly, bimonthly or quarterly, depending on how much activity we anticipate.
- Residents would have the ability to petition for the Taskforce for traffic calming improvements. The Taskforce would be responsible for evaluating requests using data-driven metrics and making recommendations to the Board of Aldermen. The Board of Aldermen must approve any traffic calming infrastructure.

### **PRIORITIES AND ACTION ITEMS**

The Taskforce would develop plans and action items around four main areas:

- Policy: Developing plans, ordinances, regulations, studies and other policies related to traffic calming. This would include the potential citywide parking restriction study that has been previously discussed.

- Infrastructure: Creating a framework for evaluating resident requests and developing recommendations on traffic calming infrastructure.
- Community Engagement: Developing public service campaigns and hosting events around traffic safety issues, such as electric bike and scooter usage.
- Enforcement: Reporting on traffic stops/enforcement, developing specific enforcement priorities, considering grants or other additional funding.

#### POLICY DOCUMENT

As part of its formation, the Traffic Safety Taskforce would draft a policy document to serve as a framework and guide for its activities. This document would expand upon the basics outlined above and be reviewed and approved by the Board of Aldermen. The Crestwood Traffic Calming Policy is attached as an example. The Glendale policy would contain:

- Basic information on the Traffic Safety Taskforce, definitions of what we mean by "traffic calming", and the composition and objectives of the Taskforce.
- A detailed outline on the process for residents requests of traffic calming infrastructure.
- Examples of various traffic calming measures and best practices for their implementation.