

An ordinance authorizing the Mayor and the Comptroller of the City of St. Louis in behalf of said City to enter into and execute a Cooperation Agreement by and between the City of St. Louis, a municipal corporation of the State of Missouri and McDonnell Douglas Corporation, a corporation organized and existing under the laws of the State of Missouri, whereby the parties agree to assist each other in connection with fire fighting, crashes, rescue operations and other emergencies at St. Louis International Airport and on the property of McDonnell Douglas Corporation and also at places adjacent thereto and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:

Section One. The Mayor and the Comptroller of the City of St. Louis in behalf of said City shall be and are hereby authorized to enter into and execute a Cooperation Agreement by and between said City and McDonnell Douglas Corporation.

Section Two. Said Cooperation Agreement shall provide substantially as follows:

COOPERATION AGREEMENT

The CITY OF ST. LOUIS (City) acting through the St. Louis Airport Commission, the St. Louis Fire Department and other agencies of the City, and McDONNELL DOUGLAS CORPORATION (MDC) agree to assist each other in connection with fire fighting, crashes, rescue operations and other emergencies at St. Louis International Airport (Airport) and on the property of MDC and also at places adjacent thereto, upon the following terms:

1. Assistance will be rendered only if the assisting party can release emergency forces and equipment from its own needs.
2. The assisted party shall indemnify and save the assisting party, its officers, agents and employees, harmless from all losses, costs, fees, expenses and damages because of bodily injury (including death), actual or alleged to any person including, but not limited to, any employee of either party, and including any third party and because of damage to property,

actual or alleged, including, but not limited to, the property of any employee of either party, and including the property of any third party, if such bodily injury or property damage is caused by the acts or omissions, negligent or otherwise, of the assisting party, its agents or employees.

3. This Agreement may be terminated at any time by either party by notice in writing to the other.

Signed at St. Louis, Missouri this _____ day of _____

1971.

THE CITY OF ST. LOUIS

ATTEST:

By _____ Mayor

City Registrar

By _____ Comptroller

APPROVED AS TO FORM ONLY:

Approved: _____

City Counselor

Board of Estimate and
Apportionment

Secretary

ATTEST:

McDONNELL DOUGLAS CORPORATION

Secretary

President

STATE OF MISSOURI

COUNTY OF ST. LOUIS

ss.

On this _____ day of _____, 1971, before me appeared _____

_____ to me personally known, who being by me duly sworn, did say that he is _____ of McDONNELL DOUGLAS CORPORATION,

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed

in behalf of said corporation by authority of its Board of Directors, and said

_____ acknowledged said instrument to be the free act and

dead of said corporation.

Given under my hand and official seal the day and year above written.

Notary Public

My Commission Expires:

STATE OF MISSOURI }
CITY OF ST. LOUIS } ss.

On the _____ day of _____, 1971, before me personally
appeared _____ and _____

_____ to me personally known to be the persons described in and
who executed the foregoing instrument, and who being first duly sworn did say
that they are the Mayor and Comptroller of the City of St. Louis, Missouri, a
municipal corporation; that the seal affixed to the foregoing instrument is the
corporate seal of said City; that said instrument was duly executed by said

Mayor and Comptroller by virtue of the authority of Ordinance _____
duly enacted by the Board of Aldermen of said City and approved by the Mayor
thereon _____ and the said _____

and _____ acknowledged said instrument to be the
free act and deed of said municipal corporation, the City of St. Louis, aforesaid,
and of themselves as Mayor and Comptroller thereof, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal at my office in the City of St. Louis, State of Missouri, the day
and year first above written.

Notary Public

My Commission Expires:

Section Three. This being an ordinance providing for the public peace,
health and safety, it is hereby declared to be an emergency measure within the
meaning of Section 20 of Article IV of the Charter of the City of St. Louis and
shall become effective upon its passage and approval by the Mayor.