

BILL NO. 17

ORDINANCE NO. 17

AN ORDINANCE CONTRACTING WITH THE CITY OF BERKELEY, IN ST. LOUIS COUNTY, MISSOURI, FOR AN INTERCHANGE OF SERVICE OF FIRE DEPARTMENTS OF THE NORMANDY FIRE PROTECTION DISTRICT AND SAID CITY OF BERKELEY, PROVIDING THE TERMS AND PROVISIONS OF THE AGREEMENT FOR SUCH INTERCHANGE OF SERVICE AND PROVIDING THAT THE AGREEMENT MAY BE TERMINATED BY EITHER PARTY ON WRITTEN NOTICE.

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE NORMANDY FIRE PROTECTION DISTRICT, OF ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

That the President and Secretary of the Board be authorized to execute a contract with the City of Berkeley, whose boundaries are contiguous with the western boundaries of the Normandy Fire Protection District, in accordance with the provisions of an Act of Legislature (Laws of Missouri, 1947, Volume 1, pages 401-404), providing that municipalities and political subdivisions of the State may contract and cooperate with each other for a common service, which said contract shall be as follows:--

SECTION 1. It is hereby stipulated and agreed by and between the City of Berkeley and the Normandy Fire Protection District, that the fire departments of the parties to this contract shall provide each other supplemental fire protection and interchange of the services of their respective fire departments, upon the conditions and provisions herein contained.

SECTION 2. The Fire Department of the City of Berkeley shall respond to fire alarms on call in any part of the Normandy Fire District, by the Normandy Fire District's Fire Department, and the Fire Department of the Normandy Fire District shall respond to fire alarms on call in any part of the City of Berkeley by the Berkeley Fire Department.

SECTION 3. This Contract shall take effect as of the 18 day of Nov, 1959, and shall remain in full force and effect for a period of one year from the date of this contract, unless sooner terminated as provided by Section 4 of this Agreement, and shall automatically be extended from year to year at the expiration date of this contract, unless either party hereto shall have given the other party notice of the termination of this contract, in writing, at least thirty days before the anniversary date of this contract or as provided in Section 4 hereof.

SECTION 4. This Contract may be terminated at any time during its term on the passage of an ordinance or resolution to that effect by the legislative body of either of said parties hereto and written notice thereof given to the other party hereto by serving on the City Clerk or Secretary of such municipality or district, a certified copy of such ordinance or resolution terminating this agreement. The termination shall take effect thirty (30) days from date of service of such written notice.

SECTION 5. The consideration for the services of the Fire Department of each party shall be the services given for the protection of the lives and property in each municipality or district, by the service of the Fire Department of the other party hereto, and no compensation shall accrue or be paid by either party for the services of the Fire Department of the other party hereto.

SECTION 6. Neither party to this Contract shall be liable to the other for failure to respond to any call by the other party or for delay or neglect or mistake in receiving or responding to such call, nor shall this contract be interpreted as being an agreement for the benefit of any third person.

SECTION 7. Neither party to this contract shall be liable by any reason of this contract to any fireman, official or employee of the other, nor shall any fireman, official or employee of either party be considered for any purpose a fireman, official, or employee of any municipality or district other than the one by which he is regularly employed.

SECTION 8. In case of loss or damage to the equipment or property of either party while responding to fire alarms, such loss or damage shall be borne by the respective city or district owning such equipment or property.

SECTION 9. It is further agreed that each of the parties hereto shall maintain telephone service at its fire station, to be used exclusively for fire calls, with a man available at all times to receive such fire calls.

SECTION 10. It is the intent and purpose of this contract that each party in responding to a fire call of the other shall determine for itself, without any responsibility to the other, the amount of equipment and the personnel that shall be sent in response to the call.

SECTION 11. Except as otherwise provided in this ordinance, when the Fire Department of the Normandy Fire Protection District responds to an alarm in the City of Berkeley, it shall during the time that the equipment and personnel are in the City of Berkeley have the same status and be subject to all the rules and ordinances of the City of Berkeley that have application to the Ferguson Fire Department, and when the Berkeley Fire Department responds to an alarm in the Normandy Fire Protection District, it shall during the time that the equipment and personnel are in the Normandy Fire Protection District have the same status and be subject to all the laws and ordinances of the Normandy Fire Protection District applicable to the Fire Department of the Normandy Fire Protection District.

SECTION 12. In the event any paragraph, section or part or parts thereof contained and appearing in this ordinance shall be held or declared to be 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 13. This Ordinance being deemed emergent, shall take effect and be in force from and after its passage and adoption by the Board of Directors of the Normandy Fire Protection District and of the Board of Aldermen of said City of Berkeley.

ADOPTED this 18 day of Nov, 1959.

(SEAL)

Louis P. Bradley
Chairman of the Board and President
of Normandy Fire Protection District

Attest

John A. Dick
Secretary, Board of Directors