

BILL NO. 45

ORDINANCE NO. 44

AN ORDINANCE AUTHORIZING THE PRESIDENT AND CLERK OF THE NORMANDY FIRE PROTECTION DISTRICT TO ENTER INTO MUTUAL AID CONTRACTS WITH CERTAIN OTHER FIRE PROTECTION DISTRICTS AND MUNICIPALITIES; PROVIDING FOR THE TERMS OF SUCH CONTRACTS; AND AUTHORIZING AND DIRECTING THE PRESIDENT AND CLERK OF THE DISTRICT TO EXECUTE SUCH CONTRACTS ON BEHALF OF THE DISTRICT.

WHEREAS, pursuant to the provisions of Section 70.220 and Section 321.220, Revised Statutes of Missouri, 1969, as amended, fire protection districts and municipalities may cooperate and contract with one another for common services, and

WHEREAS, it is the intent of the Board of Directors of the Normandy Fire Protection District to better protect the persons and property within said district by means of mutual aid contracts with other fire protection districts and with municipalities,

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

SECTION 1: The Normandy Fire Protection District of St. Louis County, Missouri, is hereby authorized to contract for the provision of common services, either jointly or separately with any fire protection district or municipality located in St. Louis County, Missouri; the City of St. Louis, Missouri; St. Charles County, Missouri; Franklin County, Missouri; and Jefferson County, Missouri.

SECTION 2: Sub-section (1): The contract or contracts authorized in Section 1 of this Ordinance shall provide in substance as follows:

(a) That each party to such contract agrees to respond to a call for fire-fighting assistance made by any other party to such contract, unless the party called upon for assistance is unable to provide assistance because it is engaged in rendering services within its own district or municipality or within some other district or municipality with which it has a mutual aid contract.

(b) That all duties, services, and obligations arising under any such contract shall be reciprocal and shall be equally binding on all parties thereto.

(c) That no party to any such contract shall receive or be entitled to receive any compensation for services rendered under such contract, or to receive compensation for losses or damages sustained in connection with the rendition of services under such contract or for failure to render services under such contract.

(d) That no officer or employee of any party to such contract shall be considered or deemed to be an officer or employee of any other party to such contract by reason of his performance of duties arising by reason of such contract.

(e) That any officer or employee of any party to such contract shall be liable to the laws of the jurisdiction in which he is performing his duties pursuant to such contract.

(f) That each party to such contract shall maintain an adequate communication system for the transmission and receipt of calls for assistance under such contract.

(g) This contract shall continued in full effect and force until terminated by the parties hereto; any party desiring to terminate its obligations and liabilities arising under the terms of this contract may do so by serving written notice upon every other party hereto of its intention to so terminate its obligations and liabilities arising hereunder, such notice to be served not less than sixty (60) days prior to the effective date of such termination; such notice shall be served upon the Clerk of each municipality which is a party hereto and upon the Secretary of each fire protection district which is a party hereto.

(h) That an executed copy of any such contract shall be filed in any office required by the laws of the State of Missouri or by the ordinances of any municipality or fire protection district which is a party thereto.

(i) That if the parties to any such contract should establish a joint Board or Commission to administer the rendition of services called for under such contract, each party thereto shall appoint one or more persons to such joint Board or Commission.

SECTION 2: Sub-Section (2): The contract or contracts authorized in Section 1 hereof may contain such other terms and conditions, not inconsistent with the provisions of Sub-Section (1) of Section 2 as the Board of Directors of the district deem to be advantageous to the Normandy Fire Protection District.

SECTION 3: Upon a resolution of the Board of Directors of the Normandy Fire Protection District approving the entry into any contract provided for in Sections 1 and 2 of this Ordinance, the President of the District and the Secretary of the District are hereby authorized and directed to execute such a contract on behalf of the District.

PASSED AND APPROVED THIS 17 DAY OF April, 1974.

Emmett L. Rosenman
DIRECTOR

J. Paul Rosenman
DIRECTOR

Robert L. Rosenman
DIRECTOR