

CONTRACT FOR FIRE PROTECTION SERVICES

Valley View Volunteer Fire Department

This contract is entered into by and between the Madison County Board of Supervisors, for and on behalf of Madison County, Mississippi (hereinafter referred to as the "County"), and the Valley View Volunteer Fire Department's Board of Commissioners, on behalf of the Valley View Volunteer Fire Protection District (hereinafter referred to as the "Fire Department"), for the express purpose of providing the fire protection services, and other emergency services as may be a necessary and integral part of fire protection services, to Madison County in the areas and under the circumstances herein below described:

I. AUTHORITY

This Contract is entered into pursuant to the authority of 83-1-39, 19-5-175, and 19-5-233 of the Mississippi Code. The Fire Department is designated as the Fire Protection Services Provider for all of the area served by and assigned to the Fire Department.

II. TERM

The term of this Contract shall be for the term of the Madison County Board of Supervisors, from the date of approval and signed by the Insurance Commissioner and the President of the Board of Supervisors, commencing on the date this Contract is approved by the Board of Supervisors and expiring on December 31, 2015.

III. TERMINATION

Any party may terminate this Contract by giving written notice to all other parties upon thirty (30) days notice, subject to reimbursement by the Fire Department to the County of Funds paid to date, prorated by that portion of the term of the Contract that has expired prior to termination.

IV. SERVICE AREA

The Fire Department shall provide fire protection services, and other emergency services as may be a necessary and integral part of the fire protection service, in the geographical area described in Exhibit "A" attached hereto and made a part hereof, but said designation of service area shall not inhibit or prevent the Fire Department from answering mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Madison County or adjoining Counties.

CONTRACT FOR FIRE PROTECTION SERVICES
Valley View Volunteer Fire Department

V. COUNTY RESPONSIBILITIES

A. EQUIPMENT, BUILDINGS, AND INVENTORY

The County may make available to the Fire Department during the life of this Contract and any extension hereof various items of fire-fighting equipment and other appropriate emergency equipment reasonably related to fire protection services, all of which shall be titled to Madison County and documented on the Property Inventory of the County. Any other emergency equipment on loan from state or federal agencies and assigned by the County to the use of the Fire Department shall be inventoried as County equipment.

All County owned buildings provided for the use of the Fire Department for the housing of equipment shall be inventoried by the County. This paragraph is not to be considered as a limitation on the ability of the Fire Department to own property.

B. INSURANCE

The County shall pay the cost to provide comprehensive and liability insurance coverage on all County owned motor vehicles, firefighting equipment and buildings assigned to the use of the Fire Department. The County shall also pay the cost to provide such liability insurance coverage as the Tort Claims Board of State Law determines to be necessary to protect the Fire Department against the risk of claims or lawsuits for which it may be liable under the Tort Claims Act.

VI. FINANCIAL SUPPORT

The Madison County Board of Supervisors agrees to provide and pay over to the Valley View Volunteer Fire Department, as funds become available to the County, an amount of Ten Thousand Dollars (\$10,000.00) of the State of Mississippi fire insurance rebate money received by Madison County for the terms of this Contract. The Valley View Fire Department must still follow State Laws on how insurance rebate money is spent. Additional appropriations may be made by the County from time to time in aid of particular fire departments or for a particular special project, but each additional appropriation shall be expressly within the sole discretion of the County. The expenditure of County funds budgeted for the Fire Department shall be according to the procedures and for the purposes provided by State Law. In order to facilitate major expenditures for firefighting equipment and/or capital construction, the County may pledge such budgeted funds as security. The Fire Department shall annually submit a detailed budget request through the County Fire Coordinator not later than the 1st day of July.

CONTRACT FOR FIRE PROTECTION SERVICES
Valley View Volunteer Fire Department

The Fire Department shall meet the reporting requirements of the State Commissioner of Insurance in order to receive funding through the County budget appropriation.

VII. JUNIOR MEMBERSHIP PROGRAM

The Fire Department warrants that it is a duly organized and existing code chartered fire department of the State of Mississippi, having an active fire department having a roster of qualified fire fighters of which not less than fifty percent (50%) have completed, or are in the process of completing training recommended by the State Fire Academy. Fire fighters must be at least the minimum age at which the Mississippi Fire Academy will accept students for training and testing as "Certified Fire Fighters, Level 1" and a Nationally registered Emergency Medical Technician. Only properly licensed and trained personnel will be allowed to operate motor vehicle equipment owned by the County. It is recommended that each driver must successfully complete an Emergency Driver Safety Course. It is understood that the Fire Department may, in its discretion, operate a Junior Membership Program for volunteers at least fifteen (15) years of age for the purpose of public interest, recruitment and education. However, such Junior Members shall not take part in emergency services provided by the Fire Department. Such Junior Members shall not be covered under the insurance described herein above and such Program shall be at the sole risk and under the sole control of the Fire Department. The Fire Department shall maintain a membership roster containing the names, addresses, social security number, driver's license numbers, dates of birth, and level of completed training for all fire fighters. The roster shall be updated and filed with the County through the County Fire Coordinator at least annually by the date set by the County Fire Coordinator. Any changes, additions, or deletions to the roster shall be immediately reported to the County Fire Coordinator. No alcoholic beverages shall be allowed on the County premises assigned to the use of the Fire Department or property owned by the Fire Department, and no fire fighter shall be allowed to respond to an emergency call while under the influence of alcohol or drugs. The monitoring of this requirement shall be the sole responsibility of the Fire Department. Any violations must be reported to the County through the County Fire Coordinator within 24 hours of the occurrence.

VIII. FIRE DEPARTMENT RECORDS

Records of all alarms and fire calls shall be maintained with combined monthly reports to the County through the Fire Coordinator. Documentation of all personal injuries, accidents or property damage must be recorded and reported to the County through the Fire Coordinator within 24 hours following the occurrence. The Fire Department must maintain auditable records or the receipt and expenditure of any and all funds which may be appropriated directly to the Fire Department from the County and a copy of the Fire Department's annual audit shall be provided to the County.

IX. EQUIPMENT AND BUILDING MAINTENANCE

The Fire Department shall maintain all equipment, motor vehicles and County buildings assigned to it in a clean, safe, reliable operating condition, and shall provide repairs,

CONTRACT FOR FIRE PROTECTION SERVICES
Valley View Volunteer Fire Department

maintenance, operating costs, and licenses from funds allocated or budgeted for such purposes by the County of from the Fire Department's own independently generated funds, and shall return the County property in as good condition as when received, except for ordinary wear and Depreciation. The maintenance and safety of the equipment will be the exclusive responsibility of the Fire Department. The Fire Department will provide inspection, repair, and preservation of the equipment on a specified regular schedule. Records of such shall be a part of the Fire Department's annual report filed with the County Fire Coordinator. The County and County Fire Coordinator shall be authorized to inspect all County property at any time.

X. USE OF EQUIPMENT

The equipment assigned to the Fire Department shall be used for the sole purpose of providing fire protection or other approved emergency services related to the providing of fire protection for the general public of the County with specific responsibility to the geographical area assigned to the Department and as described on Exhibit "A" or as may be hereafter amended. Additionally, the Fire Department shall be responsible for responding to mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Madison County or adjoining counties. When responding to such emergency calls, the Fire Department shall cooperate with all other fire departments or agencies responding. The Fire Department shall have complete control of the manner and method of operating the County's equipment, the selection of personnel, and the adoption of safety and other regulations, so as to provide to the Fire Department the complete control of the manner in which such equipment is operated. However, it is expected that County equipment will not be abused and safety shall be a priority consideration in responding to calls.

XI. RATING IMPROVEMENTS

Diligent effort shall be made by the Fire Department to attain the most effective fire rating for the area or areas being served.

XII. COUNTY LIMITATIONS

The County, its officers, and employees shall exercise no control over the operation of the Fire Department, and nothing contained herein shall be construed as an expressed or implied undertaking on the part of the county to contribute to the operation and performance of the Fire Department.

XIII. COOPERATION WITH COUNTY FIRE COORDINATOR

State law requires that the County employ a County Fire Coordinator to act as liaison between the Board of Supervisors, the State Department of Fire Services Development, the Commissioner of Insurance, the State Rating Bureau, and the various Fire Departments. The duties of the Fire Coordinator shall include, but not be limited to, administrative functions as requested by the Board relative to all Fire Department actions. The Fire Department, Fire

CONTRACT FOR FIRE PROTECTION SERVICES
Valley View Volunteer Fire Department

Departments and/or Fire Districts shall respect this responsibility and direct their contact with these parties through the Fire Coordinator. Rebate funds and insurance policies require accurate and timely reports that will be requested from the Fire Department by the Fire Coordinator. It is agreed and understood that the failure to file these reports can result in withdrawal of funds or insurance coverage. The Fire Coordinator shall, with participation from the Fire Departments, submit a five year plan of development for Board approval. The Fire coordinator shall report annually on progress.

XIV. EFFECTIVE DATE

This Contract shall be effective as the latest date executed by the parties and shall supersede all previous agreements between the parties.

Approved and authorized by the Madison County Board of Supervisors on the _____ day of _____, 2013.

MADISON COUNTY, MISSISSIPPI

President, Board of Supervisors

ATTEST:

Chancery Clerk/Clerk of the Madison County
Board of Supervisors

CONTRACT FOR FIRE PROTECTION SERVICES
Valley View Volunteer Fire Department, Mississippi

Approved and authorized by the Valley View Volunteer Fire Department, Mississippi, on
the _____ day of _____, 2013.

VALLEY VIEW VOLUNTEER FIRE DEPARTMENT

Valley View VFD Board President

ATTEST:

Secretary of Fire Department Board

APPROVED:

Commissioner of Insurance

Madison County Fire Coordinator