



## STATE FIRE MARSHAL'S OFFICE

DIVISION OF THE MISSISSIPPI INSURANCE DEPARTMENT

**MIKE CHANEY**  
Commissioner of Insurance  
State Fire Marshal

**RICKY DAVIS**  
State Chief Deputy Fire Marshal

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JACKSON, MISSISSIPPI 39202  
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**MAILING ADDRESS**  
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Jackson, Mississippi 39205-0079  
TELEPHONE: (601) 359-1061  
FAX: (601) 359-1076

February 21, 2018

Tom Lariviere  
Madison County Fire Coordinator  
1633 West Peace Street  
Canton, MS 39046

Dear Tom,

We are in receipt of your rural fire protection agreement between the Madison County Board of Supervisors and the Kearney Park Volunteer Fire Department. As Commissioner of Insurance, I approve this document on behalf of the Department of Insurance, and herein return it to you for execution.

Your contract will expire January 6, 2020. We appreciate the continued support which the Madison County Board of Supervisors has shown for its rural fire protection progress. Please let me know if I can assist you further.

Sincerely,

Mike Chaney  
Commissioner of Insurance

MC/tlc

Enclosure

## **CONTRACT FOR FIRE PROTECTION SERVICES**

### **Kearney Park 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 Kearney Park Volunteer Fire Department, Mississippi (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 Miss. Code Ann. §§ 83-1-39, 19-5-175, and 19-5-233. 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, commencing on the date this Contract is approved by the Board of Supervisors. After approval, this contract shall be signed by the Insurance Commissioner and the President of the Board of Supervisors.

#### **III. TERMINATION**

Any party may terminate this Contract by giving written notice to the 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.

## **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.

Nothing in this section (V.) is to be considered as a limitation on the ability of the Fire Department to own property or equipment.

### **B. INSURANCE**

The County shall pay the cost to provide comprehensive and liability insurance coverage on all County owned motor vehicles and buildings assigned to the use of the Fire Department.

The County may, at its option, purchase insurance on other equipment that is owned by the County and used by the Fire Department.

The Department must maintain comprehensive and liability insurance on all Department owned vehicles, equipment, and buildings.

## **VI. FINANCIAL SUPPORT**

The Madison County Board of Supervisors agrees to provide and pay over to the Kearney Park Volunteer Fire Department an amount of Seventy Thousand Dollars (\$70,000.00) from funds previously collected to fund fire protection efforts in the area served by the Department. Additionally, the Madison County Board of Supervisors agrees to provide and pay over to the Kearney Park Volunteer Fire Department, as funds become available to the County, an amount of Twenty Thousand Dollars (\$20,000.00) for the 2018 fiscal year and Ten Thousand Dollars (\$10,000.00) annually (to be paid in October) of county-wide fire protection tax money (as provided for in Miss. Code Ann. § 83-1-39) received by Madison County for the terms of this Contract. The Kearney Park Volunteer Fire Department must follow State Laws on how public money is spent. The Fire Department shall annually submit a detailed budget request through the County Fire Coordinator not later than the 1<sup>st</sup> day of July.

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. FIRE DEPARTMENT MEMBERS**

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.

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. When an accident occurs involving a motor vehicle that is owned by the County, the driver of the vehicle (at the time of the accident) must be drug-tested by a qualified testing facility within two hours of the accident. The Fire Department must maintain auditable records of the receipt and expenditure of any and all funds, 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, maintenance, operating costs, and licenses from funds allocated or budgeted for such purposes by the County or 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.

Any maintenance or repair required to be made to a County motor vehicle or building in excess of \$2,500.00 should be reported to the County Fire Coordinator before any purchase obligation is entered into.

#### **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 Fire Department, Fire Departments and/or Fire Departments shall respect this responsibility and direct their contact with these parties through the Fire Coordinator. Expenditure of 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 16th day of October, 2017.

MADISON COUNTY, MISSISSIPPI

\_\_\_\_\_  
President, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Chancery Clerk/Clerk of the Madison County  
Board of Supervisors

Approved and authorized by the Kearney Park Volunteer Fire Department, Madison County, Mississippi, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

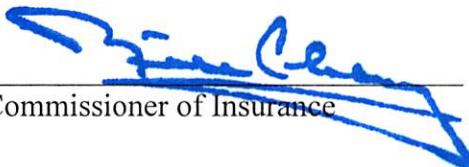
  
\_\_\_\_\_  
President, Kearney Park Volunteer Fire Department

ATTEST:

  
\_\_\_\_\_  
Secretary, Kearney Park Volunteer Fire Department

APPROVED:

  
\_\_\_\_\_  
Madison County Fire Coordinator

  
\_\_\_\_\_  
Commissioner of Insurance

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Yours sincerely,  
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