

CONTRACT FOR FIRE PROTECTION SERVICES

Kearney Park Fire Protection District

This contract is entered into by and between the Madison County Board of Supervisors, for and on behalf of Madison County, Mississippi ("County"), and the Kearney Park Fire Protection District, Mississippi ("Fire District") 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. §§ 19-5-175 and 19-5-233. The Fire District is designated as the Fire Protection Services Provider for all of the area served by and assigned to the Fire District.

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 the Fire District's reimbursement to the County of all 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 District 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 District 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 District during the term 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 District shall be inventoried as County equipment.

All County owned buildings provided for the use of the Fire District 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 District 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 District.

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

The Fire District must maintain comprehensive and liability insurance on all vehicles, equipment, and buildings owned by the Fire District.

VI. FINANCIAL SUPPORT

The County agrees to provide and pay over to the Fire District \$46,911.11, said funds to be available to the Fire District immediately upon execution of this Contract.

The County further agrees to provide and pay over to the Fire District \$10,000.00 annually of county-wide fire protection tax money received by Madison County for the terms of this Contract. The Fire District must follow State Laws on how public 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 District 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 District shall annually submit a detailed budget request through the County Fire Coordinator not later than the 1st day of July.

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

VII. FIRE DISTRICT MEMBERS

The Fire District warrants that it is, or has contracted with, a duly organized and existing code chartered fire department of the State of Mississippi, having an active fire department with 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.

If the Fire District contracts with a duly organized and existing code-chartered fire department(s) of the State of Mississippi, the Fire District shall provide the County Administrator and the County Fire Coordinator with a copy of the contract between the Fire District and the fire department(s) within the Fire District.

The Fire District 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 District or property owned by the Fire District, 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 District. 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 District must maintain auditable records of the receipt and expenditure of any and all funds, and a copy of the Fire District’s annual audit shall be provided to the County.

IX. EQUIPMENT AND BUILDING MAINTENANCE

The Fire District shall maintain all equipment, motor vehicles and County buildings assigned to it in a clean, safe, and 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 District’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 District. The Fire District will provide inspection, repair, and preservation of the equipment on a specified regular schedule. Records of such shall be a part of the Fire District’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 initiated. All maintenance and repair expenses less than \$2,500.00 are to be paid by the Fire District.

X. USE OF EQUIPMENT

The equipment assigned to the Fire District 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 District and as described on Exhibit "A" or as may be hereafter amended. Additionally, the Fire District 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 District shall cooperate with all other fire departments or agencies responding. The Fire District 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 District 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 District 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 District, 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 District.

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 Districts shall coordinate their communications 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 District 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 Districts, 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 19th day of February, 2018

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 Fire District, Madison County, Mississippi, on the _____ day of _____, 20__.

President, Kearney Park Fire District

ATTEST:

Secretary, Kearney Park Fire District

APPROVED:

Madison County Fire Coordinator

Commissioner of Insurance