

FIRE PROTECTION SERVICES AGREEMENT

(Amended April 1, 2019)

City of Canton

This Agreement is entered into by and between the Madison County Board of Supervisors, for and on behalf of Madison County, Mississippi (the “County”), and the City of Canton, Mississippi (the “City”) for the express purpose of providing 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 Agreement is entered into pursuant to the authority of Miss. Code Ann. §§ 21-25-5, 21-25-3, and 83-1-39. The City operates a municipal fire department (the “Fire Department”) that provides fire protection services, and other emergency services as may be a necessary and integral part of fire protection services, within the municipal boundaries of the City. The Fire Department also answers mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Madison County or adjoining counties.

II. TERM

The term of this Agreement shall be for the term of the Madison County Board of Supervisors, commencing on the date this Agreement is approved by the Board of Supervisors. After approval, this Agreement shall be signed by the Insurance Commissioner and the President of the Board of Supervisors.

III. TERMINATION

Any party may terminate this Agreement by giving written notice to the other party upon thirty (30) days’ notice, subject to reimbursement by the City to the County of funds paid to date under this Agreement, prorated by that portion of the term of the Agreement that has expired prior to termination.

IV. SERVICE AREA

Pursuant to the terms set forth herein, the City 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. **V.**

V. COUNTY RESPONSIBILITIES

A. EQUIPMENT, BUILDINGS, AND INVENTORY

The County may make available to the City during the life of this Agreement, and any extension thereof, 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 for the City to use for fire protection services shall be inventoried as County equipment.

Nothing in this section (V.) is to be considered as a limitation on the ability of the City 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 City for fire protection and related services.

The County may, at its option, purchase insurance on other equipment that is owned by the County and used by the City for fire protection and related services.

The District must maintain comprehensive and liability insurance on all City-owned vehicles, equipment, and buildings.

VI. FINANCIAL SUPPORT

The Madison County Board of Supervisors agrees to provide and pay over to the City, as funds become available to the County, an amount of forty three thousand two hundred and seventy three dollars (\$43,273.00)(as provided for in Miss. Code Ann. § 83-1-39) received by Madison County pursuant to the terms of this Agreement. On October 7, 2019, the County agrees to provide an additional twenty-one thousand ninety-one dollars (\$21,091.00) to the City for fire protection and related services provided that all reporting requirements are met. The City shall comply with state law and only expending said funds for the purposes permitted under Miss. Code Ann. § 83-1-39.

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 City for fire protection and related services shall be according to the procedures and for the purposes provided by state law. The City 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 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.

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 City must maintain auditable records of the receipt and expenditure of any and all funds, and a copy of the City's annual audit shall be provided to the County.

IX. EQUIPMENT AND BUILDING MAINTENANCE

The City shall maintain all equipment, and motor vehicles 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 City'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 City. The City will provide inspection, repair, and preservation of the equipment on a specified regular schedule. 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 City 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 City under this Agreement as described on Exhibit "A" or as may be hereafter amended. Additionally, the City 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 City shall cooperate with all other fire departments or agencies responding. The City 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 City 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 City 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 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 City, Fire Departments, and/or Fire Districts 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 City, the Fire Department(s), and the Fire Districts 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 and the City, submit a five year plan of development for Board approval. The Fire coordinator shall report annually on progress.

XIV. AMENDMENT

This Agreement amends and supersedes in its entirety that Contract for Fire Protection Services effective as of October 16, 2017 by and between the City of Canton and Madison

County. This Agreement may be amended, supplemented, or modified only by a written instrument duly executed and approved by or on behalf of each party hereto.

XIV. EFFECTIVE DATE

This Agreement 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 _____ 2019.

MADISON COUNTY, MISSISSIPPI

President, Board of Supervisors

ATTEST:

Chancery Clerk/Clerk of the Madison County
Board of Supervisors

Approved and authorized by the City of Canton, Mississippi, on the _____ day of _____, 20__.

Mayor, City of Canton

ATTEST:

City Clerk, City of Canton

APPROVED:

Madison County Fire Coordinator

Commissioner of Insurance