

**CONTRACT FOR FIRE PROTECTION SERVICES BETWEEN MADISON COUNTY;
MISSISSIPPI AND THE TOWN OF FLORA**

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 Town of Flora (hereinafter referred to as the "Fire District"), which is governed by a Fire District Board of Commissioners 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 when manpower and equipment is available, 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 of 1972 Annotated §§ 83-1-39, 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, as indicated in Exhibit "A", as attached.

II. TERM

The term of this Contract shall be for the remainder of the current term of the Madison County Board of Supervisors. After approval, this contract shall be signed by the Insurance Commissioner of the State of Mississippi and by the President of the Madison County Board of Supervisors.

III. TERMINATION

Either party to this Contract may terminate this Contract by giving thirty-days (30 days) written notice to the other party.

IV. SERVICE AREA

The Fire District shall provide fire protection services, and other emergency services as may be required as a necessary and integral part of fire protection services within 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, property, buildings, motor vehicles, 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, as listed on Exhibit 'B' hereto and made a part hereof.

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.

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.

C. MAINTAINENCE OF COUNTY OWNED BUILDINGS AND EQUIPMENT

The County is responsible for repair and maintenance of building systems, including electrical, plumbing, HVAC (including filter replacement), fire suppression system, generator, roof, septic or sewer system, and related preventative maintenance.

The County provides service policies and pays the costs of annual certifications for certain equipment such as pumps and tires for fire trucks, etc., and the schedule for servicing for such will be coordinated by the Fire Coordinator.

VI. FIRE DISTRICT RESPONSIBILITIES

A. INSURANCE

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

The Fire District should maintain Worker's Compensation Insurance on any employee of the Fire District and provide certification of such coverage to the County.

B. REPORTING

The Fire District must report damage to all buildings and equipment owned by the County to the Fire Coordinator within 2 hours of occurrence.

For repair of damage to County vehicles, property, or equipment under the care of the Fire District, the Fire District is responsible for any insurance deductible.

If an accident occurs involving a motor vehicle that is owned by the County or an injury occurs to a volunteer fireman, the Fire District shall notify the County HR Director in order to determine whether circumstances exist which would necessitate the driver of the County owned vehicle to be drug tested by a qualified testing facility.

The Fire District shall comply with the reporting requirements of the State Commissioner of Insurance in order to receive funding through the County budget appropriation. Fire District responses to all fire alarms and fire calls shall be reported to the state through the state's online reporting system.

C. COMPLIANCE

The Fire District shall only allow licensed and trained personnel to operate motor vehicle equipment owned by the County. It is required that each driver must successfully complete an Emergency Driver Safety Course.

The Fire District shall not allow possession or use of alcoholic beverages or illicit drugs on County property and no person shall be allowed to respond to an emergency call while under the influence of alcohol or drugs.

The Fire District must comply with all state laws respecting the expenditure of funds by public entities whether originating from the County or from any other source.

VII. FINANCIAL SUPPORT

After certification of compliance with Section VI (B) of this contract by the Fire Coordinator, and upon approval and signature by both parties to this contract County shall pay to the Fire District the sum of Twenty Thousand (\$20,000.00) Dollars. Thereafter, after certification of compliance with Section VI (B) of this contract by the Fire Coordinator, the amount of Ten Thousand Dollars (\$10,000.00) shall be paid in October of each year from countywide fire protection tax money (as provided for in Miss. Code Ann. § 83-1-39) received by Madison County for the term of this Contract.

From time to time the County, in aid to the Fire District may make additional appropriations, but such appropriation shall be within the discretion of the County. The expenditure of County funds budgeted for the Fire District shall be according to the procedures and for the purposes authorized by state law. In order to facilitate major expenditures for fire fighting equipment, major repairs and/or capital construction, the County may pledge such budgeted funds as security.

VIII. EQUIPMENT AND BUILDING MAINTENANCE

The Fire District shall maintain all County-owned equipment, motor vehicles, and 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 District's operating funds, and shall return all County property in as good condition as when received, except for ordinary wear and depreciation.

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 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.

The Fire District shall be responsible for grounds maintenance, alarm systems, pest control, and all minor repairs (light bulb replacement, clogged sinks and toilets, etc.).

IX. 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(s) as shown on Exhibit "A" attached hereto.

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. However, it is expected that County equipment will not be abused and safety shall be a priority consideration in responding to calls.

X. 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.

XI. COUNTY LIMITATIONS

The County, its officers, and employees shall exercise no control over the Fire District's Board of Commissioners or 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. The Fire District Board of Commissioners determine how and when Fire District funds are spent but are required to adhere to all state laws for items and services purchased using funds received from the County.

XII. COOPERATION WITH COUNTY FIRE COORDINATOR

Pursuant to §83-1-39 (5)(a) MS Code of 1972 Ann., the County has employed 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 Fire District. Adherence by the Fire District to cooperate with the Fire Coordinator is expected and mandatory compliance with respect to notice of fire events and the tendering of other records is set forth in this Contract.

The Fire Coordinator is authorized by Madison County to assist the Fire District in responding to fire emergencies, and when on scene, the Fire Coordinator's principal role will be to act as Safety Officer, but, if necessary, may also assist and offer support to the Fire Department at the direction of the Chief of the Town of Flora.

XIII. EFFECTIVE DATE

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

WITNESS OUR SIGNATURES indicating Approval of the hereinabove Contract for Fire Protection Services between Madison County Board of Supervisors and the Town of Flora on this the _____ day of _____ 20_____.

Madison County, Mississippi


President, Board of Supervisors / Date

ATTEST:

Ronny Lott / Date
Chancery Clerk

Town of Flora - Mayor


President, Board of Commissioners / Date

ATTEST:


Secretary, Board of Commissioners / Date

APPROVED:

Commissioner of Insurance / Date
State of Mississippi

EXHIBIT "A"

FIRE DISTRICT GEOGRAPHICAL AREA
Town of Flora

EXHIBIT "B"

**BUILDINGS AND EQUIPMENT ASSIGNED BY MADISON COUNTY TO THE TOWN
OF FLORA**