

FIRE PROTECTION SERVICES AGREEMENT

Kearney Park Fire Protection District

This Agreement is entered into by and between the Madison County Board of Supervisors, for and on behalf of Madison County, Mississippi (hereinafter "County") and the Kearney Park Fire Protection District hereinafter ("Fire District"), which is governed by a Fire District Board of Commissioners, for the express purpose of providing fire protection services to Madison County in the areas and under the circumstances as below described:

I. AUTHORITY.

This Agreement is entered into pursuant to the authority of §83-1-39, 19-5-175, and 19-5-233 MS Code (Annotated.) The Fire District is designated as the Fire Protection Services Provider for all the areas served by and as assigned to the Fire District.

II. TERM.

The term of this Agreement shall be for the remaining term of the Madison County Board of Supervisors, as of December 31, 2027, and commences on the date that this Agreement is approved by the Madison County Board of Supervisors, signed by its President, and adopted for entry upon its official minutes. After approval, this Agreement shall be signed by the Mississippi Insurance Commissioner.

III. TERMINATION.

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

IV. SERVICE AREA.

The Fire District shall provide fire protection services and other emergency services as may be necessary and considered integral to fire protection service in the geographical area described as Exhibit "A" attached hereto but said designation of service shall not inhibit or prevent the Fire Department from

answering mutual assistance calls from other fire department, districts, 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 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 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 is to be considered as a limitation on the ability of the Fire District to own property and equipment.

B. Insurance:

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

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

VI. FINANCIAL SUPPORT.

The Madison County Board of Supervisors agrees to provide and pay over to the Fire District, as funds become available to the County, the sum of Ten Thousand Dollars (\$10,000.00) annually, of county-wide fire protection tax money received by Madison County for the term of this Agreement. The Fire District must follow state laws regarding how public funds are to be spent. Additional appropriations may be made by County from time to time in aid of

fire departments for a particular special project, but each additional allocation shall be at the sole the discretion of 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.

To facilitate major expenditures for firefighting equipment, and/or capital construction, County may pledge such budgeted funds as security. The Fire District shall annually submit a detailed budget request through the County's Fire Coordinator, not later the 1st day of July.

The Fire District shall meet the reporting requirements of the State Commissioner of Insurance to receive funding through the County's 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 property licensed and trained personnel will be allowed to operate motor vehicle equipment owned by County. It is recommended that each driver must successfully complete the Emergency Driver Safety course of instruction.

The Fire Department shall maintain a membership roster containing the names, addresses, social security numbers, driver's license numbers, dates of birth, and level of completed training for all fire fighters. The roster shall be updated and filed with County through the County's 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, or non-prescription drugs of any kind, shall be allowed on County premises assigned to the use of 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 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 County through the County Fire Coordinator. Documentation of all personal injuries, accidents or property damage must be recorded and reported to County through the Fire Coordinator with 24-hours following the occurrence.

When an accident occurs involving a motor vehicle that is owned by 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 all funds, and a copy of the Fire District's annual audit shall be provided to 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, reliable operating condition, and shall provide repairs, maintenance, operating costs and licenses from funds allocated or budgeted for such purposes by County or from Fire District's funds that are independently generated, if any, and shall return County property in as good condition as when received, except for depreciation and ordinary wear and tear.

The maintenance and safety of the equipment shall be the exclusive responsibility of the Fire District. The Fire District shall provide inspection, repair and preservation of the equipment on a specified regular schedule. Records of same shall be a part of the Fire District's annual report filed with the County Fire Coordinator. 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 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 District shall be used for the sole purpose of providing fire protection or other approved emergency services related to the provision of fire protection to the public within the County, with specific responsibility to the geographic areas assigned to the Fire District, as described on Exhibit "A", or as may be amended hereinafter.

Additionally, the Fire District shall be responsible for responding to mutual assistance calls from other fire departments or entities pursuant to mutual assistance agreements with other fire departments in Madison County, or from adjacent 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 such regulations, so as to provide to the Fire District the complete control of the manner in which such equipment said equipment is operated. However, it is expected that County equipment will not be abused and that considerations of safety will be paramount when responding to calls.

XI. RATING IMPROVEMENTS.

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

XII. COUNTY LIMITATIONS.

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 County to contribute to the operation and performance of the Fire District.

XIII. COORDINATION WITH COUNTY FIRE COORDINATOR.

Mississippi state law requires that 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 shall respect this designation and shall interact with the Fire Coordinator directing all contacts through the Fire Coordinator. Accurate and timely reports regarding insurance and expenditure of funds shall be given to the Fire Coordinator by

the Fire Department, when requested. It is agreed and understood by all parties that the failure to file said reports could result in withdrawal of funds and insurance coverage by County.

The Fire Coordinator with participation from the Fire District, shall submit a five-year progress plan of development to the Fire Coordinator, for presentment and approval by the Madison County Board of Supervisors.

XIV. EFFECTIVE DATE.

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

APPROVED AND AUTHORIZED BY THE MADISON COUNTY BOARD OF SUPERVISORS ON THIS THE _____ DAY OF JUNE 2024.

For: **MADISON COUNTY**

By: _____

Gerald Steen, President, Board of Supervisors

ATTEST:

Ronny Lott, Chancery Clerk

ATTEST:

Secretary, Kearney Park Fire Protection District

APPROVED:

Minor Norman, County Fire Coordinator

APPROVED:

Commissioner of Insurance

