

STATE OF MISSISSIPPI
COUNTY OF HARRISON

**CONTRACT FOR FIRE PROTECTION SERVICES BY AND BETWEEN
HARRISON COUNTY, MISSISSIPPI, THE WEST HARRISON FIRE GRADING
DISTRICT AND THE WEST HARRISON VOLUNTEER FIRE DEPARTMENT,
INC.**

THIS CONTRACT is entered into by and between HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors, (the "County"), the West Harrison Fire Grading District, (the "District"), and the West Harrison Volunteer Fire Department, Inc., (the "Fire Department"), for the express purpose of providing fire protection services and other emergency services as may be necessary to save lives and protect property to any area of Harrison County under the circumstances herein below described members of the Fire Department may be trained to handle.

SECTION 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 (1972), as amended. The Fire Department is designated as the Fire Protection Services Provider for all of the area served by and assigned to the Fire Department.

SECTION II. Term. The term of this Contract shall be for the remainder of the current term of the Harrison County Board of Supervisors, commencing on the date of the approval by said Board and terminating on January 5, 2020. The parties may agree to an additional term of four (4) years provided any such renewal must be mutually agreed upon in writing by the parties and spread upon the minutes of the Harrison County Board of Supervisors.

SECTION III. Termination. Any party may terminate this Contract upon giving thirty (30) days written notice to all other parties.

SECTION IV. Service Area. The Fire Department shall provide fire protection services and other emergency services as may be necessary and integral to providing fire protection services in the geographical area described in Exhibit "A" attached hereto and incorporated herein. It is agreed that 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 Harrison County or adjoin counties.

SECTION V. County Responsibilities.

A. Equipment, Buildings and Inventory. The County shall make available to the Fire Department during the life of this Contract and any extension hereof, various items of firefighting equipment and other appropriate emergency equipment reasonably related to fire protection services, all of which shall be titled to the County and documented on the property inventory roll of the County. Other emergency equipment on loan from state or federal agencies and assigned by the County for use by 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 contained within this Section V (A) shall be construed as a limitation on the Fire Department or District's ability to own property or equipment.

B. Exclusions. Any equipment, devices or other items used to train firemen and others to respond to acts of domestic and international terrorism, weapons of mass destruction, and/or biochemical agents which are the subject(s) of specific Interlocal Agreements between Harrison County and other governing authorities on local, state or federal levels are not required to be titled to Harrison County or documented on the property inventory roll of the County. Any provisions pertaining to such equipment, devices, items or other subjects of these specific Interlocal Agreement(s) are specifically excluded from this Contract. Provisions pertaining to liability and insurance for such equipment are controlled by the specific Interlocal Agreements and are excluded from the scope of this Contract.

C. Insurance.

(i) The County shall pay the cost to provide comprehensive liability insurance on all County owned motor vehicles, firefighting equipment and buildings assigned for use by the Fire Department. The County shall also pay the cost to provide such liability insurance coverage as required by state law or the Mississippi Tort Claims Board to protect the Fire Department against the risk of claims or lawsuits for which it may be liable under the Mississippi Tort Claims Act. Excluded from this requirement is the equipment subject to the specific Interlocal Agreements identified in Section V (B) hereinabove.

(ii) It is agreed and understood that the Fire Department desires for its volunteers to be covered for any injury or death which may occur at any time the volunteer may be performing (1) a fire protection service call; (2) Fire Department duties and responsibilities; or (3) training exercises. It is recognized by the County that such coverage would encourage citizens to participate in Fire Department activities thereby enhancing fire protection services for the entire County. Additionally, it would be more economical and a cost savings to the County for all volunteers in all volunteer Fire Departments operating in the County to be covered under a special Workers' Compensation Rider for volunteers. Also, a master policy covering additional accidental death and dismemberment of all volunteers in all fire departments in the County would be more economical than separate policies to provide such Workers' Compensation coverage for volunteers as a rider on the County's regular Workers' Compensation coverage so long as it is offered by the insurance carrier for a reasonable sum. If not so offered by Harrison County's insurance carrier, then Harrison County will not be required to purchase Workers' Compensation coverage for volunteer firemen, and shall not incur any liability from declining the coverage. Reasonable costs for Workers' Compensation insurance coverage shall be paid by Harrison County from the County General Fund as appropriations in aid for fire departments pursuant to Miss. Code Ann. § 19-5-95 (1972), as amended. It shall be the duty of the Fire Department to maintain and provide to the County a current membership roster of all volunteers. It is specifically understood and agreed that Workers' Compensation coverage shall not extend to fund raising activities or events in which members of the Fire Department may be participating outside of normal fire protection activities or training unless such activities are deemed to be covered by Harrison County and its carrier. Prompt notification by the Fire Department to the County of changes in membership is required. Nothing herein shall be construed as designating volunteer fire fighters as employees of Harrison County. Harrison County shall not be liable to any volunteer firefighter on the basis of "Respondeat Superior". Harrison County shall not be liable to any Fire Department volunteer for (1) unemployment benefits; (2) health insurance benefits; or (3) claims for wrongful termination or civil rights' violations. Harrison County shall incur no liability or responsibility for Fire Department's failure to provide a current Fire Department membership roster and/or notify the

County of amendments or changes thereof. Nothing within this paragraph is to be construed as a limitation on the ability of the District or the Fire Department to secure other or additional insurance coverages.

SECTION VI. Financial Support. The undersigned Fire Department is one of six volunteer fire departments serving the unincorporated areas of Harrison County. Funding for the departments is derived through State Insurance Rebate Funds and the County Fire Protection Levy. Budgets for each department shall be provided by the Harrison County Fire Coordinator and shall include funding to provide for fire protection, EMS and rescue services throughout the unincorporated area of the County. Additional appropriations may be made by the County from time to time in aid of a particular department or for a particular special project. Special funding shall be at the sole discretion of Harrison County. The expenditure of County funds budgeted for the Fire Department shall be in accordance with Miss. Code Ann. §§ 45-11-10 and 83-1-39 (1972), as amended. In order to facilitate major expenditures for firefighting equipment and/or capital construction, the County may pledge such budgeted funds as security. The pledge of any funds as security shall be at the sole discretion of Harrison County. The Fire Department shall submit a detailed budget request for consideration by the County Fire Coordinator not later than June 1 of each year. Harrison County, by and through its County Fire Service, shall meet the reporting requirements of the State Commissioner of Insurance in order to receive funding through the County budget appropriation.

SECTION VII. Fire Department Membership. The Fire Department warrants that it is a duly chartered and active volunteer 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 and certifications as required by the Harrison County Fire Coordinator's Office and 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 Volunteer Fire Fighters, Level I." Only properly licensed and trained personnel 21 years of age or older will be allowed to operate a motor vehicle equipment owned by the County. It is required that each driver must successfully complete the

Emergency Driver Safety Course. The Fire Department shall maintain a membership roster containing the names, addresses, social security numbers, dates of birth and levels of completed training for all fire fighters. The roster shall be updated and filed with the County through 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 County premises assigned for use 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 responsibility of the Fire Department and the Fire Coordinator.

SECTION VIII. Fire Department Records. Records of all incidents of response provided through this Contract in addition to monthly reports to Harrison 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. The Fire Department must maintain accounting records or the receipt and expenditure of any and all funds which may be appropriated directly to the Fire Department from the County and a copy of the Fire Department's annual audit shall be provided to the County.

SECTION IX. Equipment and Building Maintenance. The Fire Department shall maintain all equipment, motor vehicles and County buildings assigned to it in a clean, reliable operating condition after each use relating to the training and performance of fire protection services, emergency medical services and search and rescue services. Maintenance and safety of equipment owned by Harrison County will be the exclusive responsibility of the County. The County will provide inspection, repair and preservation of the equipment on a specified regular schedule. Maintenance and safety of equipment owned by the Fire Department will be the exclusive responsibility of the Fire Department. Records of maintenance of all equipment used by the Fire Department shall be a part of the annual report filed by the County Fire Coordinator. The County and County Fire Coordinator shall be authorized to inspect all County property at any time. However, excluded from this Contract is the equipment subject

to the specific Interlocal Agreements pertaining to the response and training of firefighters and others to defend international terrorism, as set forth in Section V (B) above.

SECTION X. Equipment Usage. The equipment assigned to the Fire Department shall be used for the sole purpose of providing fire protection services normally provided by fire service organizations as training and equipment permits for the general public of the County with specific responsibility to the geographical area assigned to the Department as described in Exhibit "A" or as may be hereafter amended. Additionally, the Fire Department shall be responsible to mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Harrison 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 cooperate with all other fire departments or agencies responding. The Fire Department shall operate in conjunction with and under the Harrison County Fire Service's Standard Operating Procedures. All equipment and operations of the Fire Department employees and Harrison County Fire Service employees will be undertaken with the Fire Departments and public's safety in mind. Selection of personnel by the Fire Department must meet the standards of the Harrison County Fire Service and be approved by the Harrison County Fire Coordinator. Any and all personnel shall operate under Harrison County's General Rules and Regulations.

SECTION XI. Rating Improvements. Diligent effort shall be made by the Fire Department to attain the most effective fire insurance rating for the area or areas being served.

SECTION XII. County Limitations. Harrison County, its officers and employees shall exercise control over the operation of the Fire Department and 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. The voluntary Fire Department shall operate within the guidelines approved by the Board of Supervisors under Harrison County's Rules and Regulations and Standard Operating Procedures as they are adopted.

SECTION XIII. Cooperation with Harrison County Fire Coordinator. State law

requires that Harrison County employ a County Fire Coordinator to act as liaison between the Board of Supervisors, the Mississippi Commissioner of Insurance, the State Rating Bureau and the various volunteer fire departments within the County. The duties of the Fire Coordinator shall include, but not be limited to, administrative functions as requested by the Board of Supervisors related to all Fire Department actions. The Fire Departments and/or Fire Districts shall direct all contact with Harrison County through the Fire Coordinator. Rebate funds and insurance policies require accurate and timely reports that will be requested by 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.

SECTION XIV. Firefighters Working at Stations. Harrison County, through the Harrison County Fire Service, shall provide paid firefighters who will man stations and provide fire protection coverage as directed by the Fire Coordinator. This coverage shall include work day shifts (Monday through Friday with additional weekend coverage in high density response areas) with two (2) additional firefighters to act as relief for vacation or sick leave. Job descriptions and duties are set forth in Harrison County Fire Service's General Rules and Regulations.

If and when funds become available, Harrison County may consider 24 hour operations on an as needed basis.

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Approved and authorized by Harrison County, Mississippi, by and through its Board of Supervisors, on the 3rd day of April, 2017.

**HARRISON COUNTY, MISSISSIPPI and
WEST HARRISON FIRE GRADING DISTRICT**

Kent Jones

Kent Jones, President
Harrison County, Board of Supervisors

ATTEST:

John McAdams
John McAdams, Clerk of the Board

Approved and authorized by the West Harrison Volunteer Fire Department, Inc. on the 20th day of April, 2017.

WEST HARRISON VOLUNTEER FIRE DEPARTMENT, INC.

Gerald Smith
By: Gerald Smith
Its: Fire Chief

ATTEST:

By: _____

BY: [Signature]
Commissioner of Insurance

DATE: June 6, 2017