

RESOLUTION NO. 12-10-2007A

WHEREAS, the City has negotiated the terms and conditions of a new fire protection agreement with the City of West Fork.

WHEREAS, the Greenland City Council believes that providing the highest quality fire protection to its citizens is of utmost importance.

WHEREAS, the attached Fire Protection Agreement between the City of Greenland and the City of West Fork should be approved and confirmed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENLAND, ARKANSAS, THAT:

1. That the attached Fire Protection Agreement with the City of West Fork is hereby approved and accepted.

2. The Mayor and Recorder-Treasurer are authorized to take such steps as are necessary to execute the contract on behalf of the City obtaining for the citizens of Greenland the services described therein and to make payments as called for in said Agreement.

APPROVED this 10th day of December, 2007.



JOHN GRAY, Mayor

ATTEST:



DONNA CHEVERS, Recorder-Treasurer

FIRE PROTECTION AGREEMENT

This Agreement is entered into this 10th day of December, 2007 by and between the City of West Fork, Arkansas, hereinafter called "West Fork" and the city of Greenland, Arkansas, hereinafter called "Greenland", for the use and purposes and mutual considerations herein set forth.

1. PURPOSE

Recognizing that West Fork mans, equips and maintains an organized volunteer fire department, and recognizing that Greenland does not provide for itself organized fire protection through its own department, the parties hereto enter into this agreement for the purpose of West Fork providing stand-by fire and rescue assistance to Greenland for considerations mentioned herein.

2. TERM

The term of this agreement shall be for a period of five (5) years beginning on the 1st day of January, 2008, and expiring on the 1st day of January, 2013, unless termination shall occur sooner as provided herein.

3. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

The rights and responsibilities of the respective parties shall be as follows:

- a. West Fork, through its volunteer fire department during the term of this contract, shall provide stand-by fire protection and rescue services, machinery and equipment, and the personnel necessary for their operation to combat fires or conduct rescues within the city limits of Greenland.
- b. West Fork's response, and the parameters thereof, to any emergency located within Greenland, shall be conditioned upon and limited by a determination by the West Fork Fire Chief or his designee that the response will not substantially impair the ability of the West Fork Fire Department to provide adequate protection to West Fork and its citizens.
- c. In the event the Chief or his designee determines that a response to an emergency within Greenland would pose a risk to the department's ability to protect the citizens of West Fork, then in that event West Fork shall use its best efforts to provide the needed services to Greenland through existing mutual aid agreements with other fire departments.
- d. Nothing in this agreement shall be construed to require West Fork to provide any level of response to Greenland in the event that the West Fork Fire Chief or his designee makes a determination that such response would substantially impair the safety of lives or property within West Fork.
- e. Greenland shall provide at least two bays in an existing structure within Greenland to West Fork for housing and maintenance of such equipment as West Fork, at its option, desires to place in that facility.

- f. Greenland shall pay to West Fork the sum of Forty-five Thousand Dollars and no/100 Cents (\$45,000.00) yearly as consideration of the covenants contained herein. The sum shall be payable in four (4) equal quarterly installments of Eleven Thousand, Two Hundred Fifty Dollars and no/100 Cents (\$11,250.00), the first being due on the 1st day of January, 2008, and a like sum due each 1st day of each quarter thereafter. Failure to pay said sums in a timely manner will, at the option of West Fork, cause cancellation of this contract upon written notice as provided herein.
- g. Structures that would require special fire fighting equipment should be considered before they are approved and constructed.

4. **LIABILITY, HOLD HARMLESS**

Greenland and West Fork mutually agree to indemnify each other, their officers, agents, employees, or volunteers and to hold each other harmless from all claims, demands, actions and rights of action which shall or may arise by virtue of any thing done or omitted by either West Fork or Greenland as a result of this Agreement, whether such claims shall arise as a result of any action taken by or omitted by West Fork, or Greenland, or third parties, and whether such claims shall be asserted by Greenland, West Fork or third parties.

All members of the West Fork Fire Department engaged in performance of the rights and responsibilities contained herein shall be considered to be acting within the scope of their authority and in discharge of their duties, and shall not lose or forfeit any right or benefit in rank, pay, disability or retirement payments, or benefits as a result of performance under this contract.

Nothing herein, shall be construed to waive the tort immunity provided in Ark. Code Ann. 21-9-301, or by any other law, to the municipal parties, their agents, or employees.

5. **TERMINATION**

This contract may be terminated prior to the expirations of its term upon any of the following events:

- a. Non-payment of the consideration as set forth in Paragraph 3(f) hereinabove.
- b. After the expiration of ninety (90) days following written notice by West Fork to Greenland that significant annexations or growth have occurred within Greenland so as to make the consideration recited herein insufficient.
- c. Upon Greenland's failure to appropriate sufficient funds to pay for the consideration as set forth herein.
- d. By West Fork upon ninety (90) days written notice, should the City Council of the City of West Fork fail to ratify this agreement at the end of the five (5) year term.
- e. By Greenland upon ninety (90) days written notice to West Fork that the City Council of Greenland has failed to ratify this agreement at the end of the five (5) year term.

Nothing herein shall be construed to require West Fork to return any fees already paid by the City of Greenland should an event of termination occur.

6. **MODIFICATIONS**

Any modification of this contract shall be in writing signed by the appropriate officials of the respective parties, and shall be accompanied by resolution of the respective governing bodies of the parties authorizing such modification.

7. **NOTICES**

All notices required by this agreement shall be sent by certified mail, return receipt requested, to:

**City of West Fork
Attn: Mayor
P.O. Box 339
West Fork, AR 72774**

**City of Greenland
Attn: Mayor
P.O. Box 67
Greenland, AR 72737**

This agreement shall become effective upon the adoption of an appropriate resolution authorizing such agreement by the respective governing bodies, and upon the execution hereof by the appropriate officials of the parties.

IN WITNESS WHEREOF, this contract has been executed on the date first above written.

CITY OF WEST FORK, ARKANSAS

BY: _____
MAYOR

ATTESTED:

BY _____
**CITY CLERK
CITY OF WEST FORK, ARKANSAS**

CITY OF GREENLAND, ARKANSAS

BY: *John C. Gray* _____
MAYOR

ATTESTED:

BY *Donna Clevers* _____
**RECORDER-TREASURER
CITY OF GREENLAND, ARKANSAS**