

**CONTRACT FOR FIRE PROTECTION, EMERGENCY PARAMEDIC
SERVICES AND MEDICAL TRANSPORT SERVICES
BY AND BETWEEN
PALMERDALE FIRE DISTRICT AND THE CITY OF PINSON, ALABAMA**

THIS AGREEMENT is made and entered into on this 4th day of FEB, 2016, by and between Palmerdale Fire District (hereinafter "the District"), through its Board of Trustees and the City of Pinson, Alabama (hereinafter "the City"), through its Mayor and City Council, for the purpose of providing fire protection, emergency paramedic services and medical transport services (hereinafter collectively referred to as "fire/medical protection services") to the City.

WHEREAS, the City is desirous of continuing its contract for and maintaining fire/medical protection services for the benefit of its citizens, and the District is in the business of providing said fire/medical protection services as authorized by Act 79 of the Alabama Legislature, Special Session of 1966, as amended, and the Alabama Constitutional Amendment 369, as amended.

WHEREAS, the City is vested by the laws of the State of Alabama with the authority to provide fire/medical protection services and the like for its citizens pursuant to § 11-43-140 Code of Alabama, 1975, and the District is vested by the laws of the State of Alabama, pursuant to Act 79 of the Alabama Legislature, Special Session of 1966 as amended by Act 841, of the Alabama Legislature, 1971, with the authority to enter into contracts to offer fire/medical protection services.

The purpose of this Contract is to state the terms and conditions under which the District will furnish fire/medical protection services to the City and its citizens.

It is therefore agreed between the parties hereto as follows:

Territory

1. The territory in which the District is to provide fire/medical protection services under this Contract shall be that area situated within the corporate limits of the City and also within the District (hereafter referred to as the "Service Territory"). The Service Territory does not include any area within the City that is not also within the area served by the District.

2. To the extent that there are any changes in the Service Territory due to an alteration of the City's corporate limits, the City shall make reasonable efforts to provide the District with updated information concerning the same. The City's provision of updated corporate boundary information to the managers of the Jefferson County GIS database (used by both the District and the City at the time of this contract) shall constitute such "reasonable

efforts” as required by this Section 2.

3. The District agrees to provide the City with written and/or oral notice of any structure fire in the Service Territory that is within or near the Pinson City Limit, where such property is not within another city, within 3 days of the structure fire. The notice may be sent to bjones@thecityofpinson.com and hsanders@thecityofpinson.com, or faxed to 680-5554 (or provided to such other addressees as the City may request via a written request to the District). The City may use this information in order to monitor the property’s compliance with municipal codes and state laws.

Fire/Medical Protection Services

4. The District shall furnish fire/medical protection services to include, without limitation, responding to 911 calls, calls for advanced life support, and/or emergency calls for fire or medical service, and/or the combating and extinguishing of any and all types of fires, and to do all other acts consistent with the provision of fire/medical protection services for the City.

5. All District equipment utilized by the District in carrying out this contract shall remain the sole and exclusive property of the District. From time to time the City may donate funds or provide equipment to the District upon such terms as may then be agreed, and the District can use any such equipment provided to it by the City elsewhere within the area served by the District, so long as it does not impede its use within the City. Unless otherwise agreed, the District may use such funds and/or equipment in a manner of its choosing.

6. The District may, from time to time, call upon the City for assistance in connection with traffic issues, downed trees, ice/snow, flood conditions, and/or other matters related to the District’s provision of fire/medical protection services, and, depending on available resources, the City will give reasonable consideration to such requests. The City reserves its authority to secure efficient fire protection service (as well as its other police powers) set forth in § 11-43-140 of the *Code of Alabama*, and elsewhere. Furthermore, the City reserves its inherent authority to control and regulate traffic, and may be available, depending on availability, to assist the District with respect to traffic if needed during the District’s provision of fire/medical protection services in the City, in the City’s police jurisdiction, or an area served by the District or where requested to aid in a sister jurisdiction, such as in times of natural disaster, emergency declaration, etc.

Applicable Statutes, Ordinances, Regulations and Insurance

7. The District shall abide by all current and future applicable statutes, ordinances and regulations governing its operation while providing fire/medical protection services under this contract.

Service Charges

8. The District will bill the property owners within the Service Territory each year for the dues owed on such property, whether residential, commercial or vacant land. All billing and collection procedures will be carried out in accordance with the District's ordinance(s) and Alabama state Law. Any changes in the billing and collection procedures shall be in accordance with the District's ordinance(s) and Alabama state law and do not require the approval of the City. The District shall give the City written notification at least ten (10) working days prior to the effective date of any such changes by the District.

9. The amount of fire protection services dues charged shall be in accordance with the normal and generally applicable schedule of service charges for the District, and any subsequent new ordinances, rules, or regulations which may become effective. The amount of dues on said schedule will be determined by the District, its ordinance(s) and controlling Alabama state law. Any changes in the schedule of service charges shall be in accordance with Alabama state law and do not require the approval of the City. The District shall provide the City with notice of such changes at the same time that the District publishes notice to the general public.

Term of Contract

10. The term of this Contract shall begin on the date it is signed by all of the parties hereto, and it shall end on December 31, 2020. However, on the yearly anniversary date, the term shall be automatically extended for one year unless either party gives 60 days written notice to the other 60 days before said anniversary date of their desire not to extend. Following a decision not to extend the contract, the contract will terminate two (2) years from the next anniversary date.

Miscellaneous Provisions

11. **Applicable Law:** This Contract shall be construed under and in accordance with the laws of the State of Alabama, and all obligations of the parties created under this Contract are performable in Jefferson County, Alabama.

12. **Binding on Parties:** This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Contract and to the extent Alabama state law allows.

13. **Legal Construction:** In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision. This Contract shall

be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

14. **Assignability and Modification:** This Contract shall not be assigned or modified by either party unless by the express written agreement of the parties.

15. **Prior Agreements Superseded:** This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understandings or written or oral agreements, promises or contracts between the parties respecting the subject matter of this Contract.

16. **Exceptions:** This Agreement does not modify, abrogate or relieve the responsibility of the City or the property owners within the City, or any properties annexed thereto after the date of incorporation of the City, to pay to the District an amount equal to six times the amount of fire dues for the preceding year on any properties which are or have been annexed from the District into the City as provided for in Section 1 of Act 604 of the Alabama Legislature, 1976 or amendments thereto (to the extent that this law remains in effect) (the "Act 604"). However, since the City and the District have agreed that the District will continue to serve those properties, the District agrees that it will not challenge or dispute any annexation carried out, initiated, or pursued by the City of Pinson, because that annexation did not provide for the payment of the amounts set forth in Act 604 prior to the effective date of the annexation. The City and the District further agree that the payment responsibility in Act 604 shall not apply or go into effect unless the City terminates this Agreement, but in that event, at the time of such termination, (i) the District will be owed the amounts that are required by Act 604, and (ii) the City agrees to waive any statute of limitations defense concerning a claim by the District to recover the amounts owed pursuant to Act 604.

17. **Attorney's Fees:** If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which the party may be entitled.

18. **Indemnification:** (A) The District shall unconditionally indemnify and keep indemnified, defend and hold harmless The City, and its Mayor, council members, employees, agents, members, officers, officials, heirs, executors, administrators, and assigns, as applicable, their predecessors, successors and assigns, and their respective members as the case may be, (the "Indemnified Parties") from and against any and all liabilities, losses, injuries, damages, attorney's fees, costs or expenses whatsoever, of any kind or nature, including, without limitation, legal fees and expenses necessary to enforce this, which any of the Indemnified Parties may sustain or incur arising out of any of the following:

- (i) any negligence or wrongful conduct of the District and/or any of its authorized representatives including but not limited to claims for personal injuries and damages sustained by reason of the performance of

Operations - \$3,000,000 each
Bodily Injury and Property Damage - \$1,000,000 per Occurrence
Personal Injury per Person/Organization - \$1,000,000
Medical Payments - \$5,000 per Person
Professional Liability - \$3,000,000 per Person

NOTE: Coverage must include Premises and Operations, Personal Injury, Independent Contractors, Products and Completed Operations, Blanket Broad Form Contractual, Host Liquor Liability, Employee Benefit Liability and Professional Liability.

Policy shall be endorsed to name the City as an additional Insured and to Waive the Right of Subrogation against the City.

- (c) **Automobile Liability:** Combined single limit of liability of \$1,000,000 each occurrence for Bodily Injury and/or Property Damage for all Owned, Leased, Hired and Non-Owned automobiles.

NOTE: City of Pinson named as Additional Insured

- (d) **Umbrella Excess Liability:** \$1,000,000 each occurrence and \$2,000,000 aggregate

NOTE 1: City of Pinson named as additional insured

NOTE 2: Coverage's 1, 2 and 3 above are to be shown as underlying on the Umbrella Policy

- (e) **Property Coverage:** The District shall carry Fire, Extended and Vandalism Coverage along with the All Risk or Broad Form Endorsement on the Building occupied as the Fire Station in the City. The limit shall be equal to the full replacement cost as determined by an Insurance Company or other qualified professional appraiser.

Certificate of Insurance: Upon the City's request, the District will issue/provide the City a certificate of Insurance on Policies (a), (b), (c), (d), and (e) above. It will include a 30-day notice of cancellation, non-renewal or material change.

Minimum Rating:

No Insurer with an A.M. Best Rating of less than A- will be acceptable to the City of Pinson.

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PALMERDALE FIRE DISTRICT

By: Thomas Ray Mauldin
Name: Thomas Ray Mauldin
Its: Board President
Date: 2/9/2016

Address: 5340 Miles Spring Road, Pinson, AL 35126

CITY OF PINSON, ALABAMA

By: Hoyt Sanders
Name: Hoyt Sanders
Its: Mayor
Date: 4 FEB 16

Address: 4410 Main Street, Pinson, AL 35126

Attest:

Mari Se
City Clerk