

**INTERLOCAL COOPERATION AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES**

This Agreement to Provide Fire Protection Services is entered into this 1st day of JAN 2023, to be effective on the date and for the term herein provided, by and between the Holiday Island Suburban Improvement District, a political subdivision of the State of Arkansas (hereinafter referred to as "H.I.S.I.D.") and the City of Holiday Island, Arkansas, an Arkansas municipal corporation (hereinafter referred to as "City" or "Holiday Island").

WHEREAS, H.I.S.I.D. has established a municipal volunteer combination fire department known as the Holiday Island Volunteer Fire Department (hereinafter referred to as the "Department") to provide fire protection and emergency response services to its citizens; and

WHEREAS, Holiday Island does not currently have a fire department or the funding or resources to establish a fire department in order to provide fire protection and emergency response services specified herein to its citizens; and

WHEREAS, Holiday Island desires to contract with H.I.S.I.D. to provide the services specified herein; and

WHEREAS, H.I.S.I.D. agrees to perform the fire protection and other services provided herein for Holiday Island under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, conditions and stipulations hereinafter set forth, H.I.S.I.D. and Holiday Island agree as follows:

**SECTION ONE  
AUTHORITY**

This Agreement is entered into under the authority and pursuant to the Constitution and laws of the State of Arkansas, including Arkansas Code of 1987 Annotated, Title 25, Chapter 20, Subchapter 1, the Interlocal Cooperation Act (the "Act").

**SECTION TWO  
REPRESENTATIONS**

H.I.S.I.D. and Holiday Island each represent that it has the authority to operate a fire department and provide fire protection and emergency response services to its own inhabitants. Holiday Island represents that it does not currently have a fire department or the funding or resources to establish its own fire department to provide fire protection and emergency response services to its inhabitants. H.I.S.I.D. is willing to provide the same fire protection and emergency response services that it provides its own inhabitants to the inhabitants of Holiday Island.

**SECTION THREE  
SERVICES TO BE PROVIDED BY THE HOLIDAY ISLAND SUBURBAN  
IMPROVEMENT DISTRICT**

H.I.S.I.D. shall provide fire protection and emergency response services of the same type as are provided within its own corporate limits within the corporate limits of Holiday Island, including, but not limited to, the following:

- a. inspections of residential, commercial, industrial and other structures;
- b. public education programs;
- c. fire suppression services;
- d. fire prevention services;
- e. fire protection services;
- f. emergency medical services;
- g. rescue services;
- h. hazardous material response;
- i. make provision for receiving alarms and dispatching personnel and equipment;
- j. investigation and recording on the cause and origin of fires, and if appropriate reporting the same to the appropriate law enforcement agency; and
- k. such other related services as may be requested by the City from time to time.

In connection herewith, H.I.S.I.D. shall cooperate with Holiday Island in a concerted effort to provide said services.

**SECTION FOUR  
ADMINISTRATION**

For purposes of the Act, the parties agree it is in their best interest to establish a joint board that shall consist of the District Manager of H.I.S.I.D. and the Mayor of Holiday Island to oversee the performance of this Agreement.

**SECTION FIVE  
TERM**

This Agreement shall be effective upon signing by the parties and shall remain in force for a period of one (1) year, unless terminated earlier in accordance with Section Thirteen herein. This Agreement shall automatically renew from year to year for proceeding and consecutive one (1) year periods unless, not less than sixty (60) days prior to the annual renewal date, either party gives written notice to the other party of its intention to terminate this Agreement at the end of the then-current term.

**SECTION SIX  
CONSIDERATION**

In consideration of the services to be provided by H.I.S.I.D. pursuant to the provisions of this Agreement, Holiday Island shall pay H.I.S.I.D. in accordance with the following schedule:

- a. \$5,000.00 annually for the year beginning January 1, 2023 and ending December 31, 2023 and \$5,000.00 annually thereafter unless adjusted by ordinance.

The foregoing amounts shall be paid in one annual installment that shall be due and payable on December 1st of each calendar year.

## **SECTION SEVEN FACILITIES, EQUIPMENT AND APPARATUS**

During the term of this Agreement, H.I.S.I.D. shall provide all firefighting facilities, equipment and apparatus deemed necessary by H.I.S.I.D., in its sole discretion, for fulfilling its obligations pursuant to this Agreement. Upon termination of this Agreement, all facilities, equipment and apparatus shall remain the property of H.I.S.I.D.

## **SECTION EIGHT PERSONNEL**

H.I.S.I.D. shall provide for all personnel deemed necessary by H.I.S.I.D., in its sole discretion, to fulfill its duties and obligations under this Agreement. All personnel shall be employees or agents of H.I.S.I.D., and H.I.S.I.D. shall provide any applicable compensation or other benefits. H.I.S.I.D. shall be responsible for all record keeping and administrative matters relating to all of H.I.S.I.D. personnel. All personnel shall be trained in accordance with all applicable laws, regulation, standards and requirements established by the State of Arkansas.

## **SECTION NINE RECORDS AND REPORTS**

H.I.S.I.D. shall keep and maintain all records and reports required by the State of Arkansas and any other applicable law. In connection therewith, some of the records to be maintained by the District shall be as follows:

- a. Daily Log of Activities.
- b. Emergency Response Records.
- c. Daily Duty Rosters.
- d. Training Records.
- e. Daily Apparatus Inspection Records.
- f. Fire Prevention Records.
- g. Equipment Inventories.

In addition to the foregoing, the H.I.S.I.D. shall maintain and submit to Holiday Island a written monthly report of fire protection services provided within Holiday Island. The report shall include the following:

- a. List of all emergency responses and action taken.

- b. Summary of training activities.
- c. Fire prevention activities.
- d. Other activities of interest.

## **SECTION TEN LIABILITY AND WAIVER**

All wage and disability payments, pension and workmen's compensation claims, damage to equipment and clothing, medical expense shall be paid by H.I.S.I.D.

H.I.S.I.D. and Holiday Island waive as to each other, any and all claims against the other for compensation for any loss for any loss, damage, personal injury or death, that shall arise in consequence of the performance under this Agreement. Neither H.I.S.I.D. nor Holiday Island shall, under any circumstances, be held liable for any loss or damage by reason of its failure to effectively combat or handle the fire protection services and/or emergency response services contemplated by the parties in this Agreement problem in the territory of the other. This waiver by both parties shall survive the expiration or termination of this Agreement as to any liability event, occurrence or omission which occurred in whole or in part during the period of time this Agreement was in force.

## **SECTION ELEVEN COMPLIANCE WITH LAWS**

The parties enter into this Agreement with the intent of conducting their relationship in full compliance with all applicable state, local, and federal law. In connection herewith, the parties shall adhere to all local, state and federal rules, regulations, codes, ordinances and charters, as they apply to the services to be provided pursuant to this Agreement.

## **SECTION TWELVE MISCELLANEOUS**

a. Legislative/Regulatory Change. The requirements of this Agreement, having been entered into pursuant to the provisions of the Act, shall, except to the extent otherwise required by a subsequent amendment to the Act or the laws of the State of Arkansas, be construed in accordance with the provision of the Act and the laws of the State of Arkansas.

If there is a change in any applicable statute, rule or regulation or a change in the manner in which the applicable rules and regulations are enforced, such that it affects the continuing legality of some or all of this Agreement, the parties agree to negotiate in good faith to amend this Agreement to conform to existing laws or regulations. If a mutually acceptable agreement that conforms to such changed rules and/or regulations cannot be reached within thirty (30) days (or such earlier time as may be required by such changed rules or regulations), this Agreement may be terminated immediately by either party by written notice to the other.

b. Binding Agreement. The rights and obligations of the parties under this Agreement

shall inure to the benefit of and shall be binding upon the successors and assigns of the parties. However, unless otherwise agreed to in writing by the parties, neither this Agreement or any benefits thereof or any interest herein or claim or duties hereunder, shall be assigned, transferred or delegated by either party to any third party or parties.

c. Severability. If any part, term, clause, section or provision of this Agreement shall contravene or be invalid under the laws of the particular jurisdiction where used, construed or enforced, such contravention or invalidity shall not invalidate the whole Agreement, but instead this Agreement shall be construed as if not containing the particular provision or provisions held to be invalid in the particular jurisdiction, the validity of the remaining portions or provisions not being affected thereby, and the rights of the parties hereto shall be construed and enforced accordingly.

d. Default. In the event of any default by either party under this Agreement, such default shall not entitle the aggrieved party to rescind this Agreement, but rather the aggrieved party shall be entitled to specific performance of this Agreement as adjudicated by any court of competent jurisdiction. In the event of any default under or breach of all or any provisions of this Agreement by either party, the other party shall be entitled to any and all expenses and costs incurred by such party in enforcing this Agreement. Such expenses shall include, but shall not be limited to, any reasonable attorneys' fees incurred by the non-defaulting party.

e. Amendment and Modification. This Agreement may be amended, from time to time, by mutual written agreement of the parties hereto, provided, however, that any such amendment shall be submitted to the Attorney General of the State as required by law prior to the execution and delivery of any such amendment, and such amendment shall not be effective until approved by the Attorney General or such time has expired as would constitute the approval by the Attorney General under the Act. No modification or amendment of any of the terms, conditions or provisions hereby may be made unless by written agreement signed by the parties hereto.

f. Authority. Both parties represent and warrant that (a) the provisions of this Agreement required to be approved by their governing body have been so approved and authorized, (b) the execution and delivery of this Agreement has been duly authorized, and (c) the individuals executing and delivering this Agreement on behalf of the respective parties have the authority and legal capacity to do so.

g. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. There are no representations, warranties, conditions or obligations except as herein specifically provided.

h. Notices. Any and all notices, demands, requests, consents, approvals, or communications required or permitted to be given hereunder, shall be in writing and shall be delivered by personal delivery, facsimile transmission, overnight delivery, or via United States, certified or registered mail. Irrespective of the manner of delivery used, all such notices shall be properly addressed and directed, with postage or delivery charges prepaid, to the parties at their respective addresses or facsimile numbers set forth below or to such other address or facsimile number which the parties may from time to time designate in writing delivered in accordance with this provision:

If to H.I.S.I.D.: Holiday Island District Administration Office  
Attn: Danny Presley, District Manager or current Dist. Mgr.  
110 Woodsdale Drive  
Holiday Island, Arkansas 72631

If to Holiday Island: City of Holiday Island  
Attn: Daniel Kees, Mayor or current Mayor  
110 Woodsdale Dr. Suite 103  
Holiday Island, Arkansas 72631

Notices sent by personal delivery shall be deemed given upon actual receipt. Notices sent by facsimile transmission shall be deemed given on the date of transmission if such transmission is evidenced by an acknowledgment of receipt by the recipient's facsimile machine and a copy of the transmission is deposited in the United States mail as set forth above on the date of the transmission. Notices sent via overnight delivery shall be deemed given no later than five (5) business days from mailing.

i. Consent or Waiver of Breach. The consent to any act or the waiver of a breach of any provision of this Agreement by any party hereto, shall not operate or be construed as a consent or waiver of act or breach by any party or as a waiver or modification of the provisions of this Agreement.

j. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one instrument.

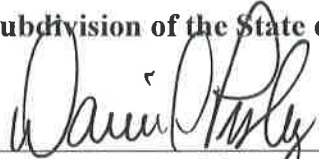
k. Construction of Agreement. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions hereof. The use of the singular form of pronoun shall be construed to include the plural and the plural the singular where the number of the parties and the context indicates that intent. Likewise, the use of the masculine gender shall include the feminine.

l. Governing Law. This Agreement, or any extension or renewal hereof, shall be construed in accordance with and governed by the laws of the State of Arkansas, without regards to the conflicts of laws or provisions thereof.

Any and all claims or causes of action shall and must be filed only in the courts of the State of Arkansas for Carroll County or the United States District Court for the Western District of Arkansas, which shall have exclusive jurisdiction over any and all disputes which arise between the parties under this Agreement, whether in law or in equity. The parties expressly agree, consent, and stipulate that venue shall be exclusively within said courts. Further, the parties expressly agree, consent and stipulate to the exercise of personal jurisdiction over it and subject matter jurisdiction over any such controversy arising between the parties being only in the courts listed herein.

WITNESS our hands and seals on the date shown above.

**H.I.S.I.D., a political subdivision of the State of Arkansas**

By:   
Danny Presley, District Manager

**City of Holiday Island, an Arkansas Municipal Corporation**

By:   
Daniel Kees, Mayor

ATTEST:   
Wesley Stille, Recorder/Treasurer