

**RESOLUTION NO. 2005-05**

WHEREAS, Sharp County, Arkansas, by and through its County Judge, Harold Crawford, and its Quorum Court, has need of rural fire protection;

WHEREAS, the City of Cherokee Village, Arkansas is able and willing to provide rural fire protection;

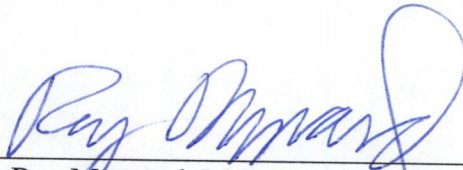
WHEREAS, Sharp County, Arkansas and the City of Cherokee Village have agreed in principal to contract, one with the other, for such services;

BE IT RESOLVED, THEREFORE, by the City of Cherokee Village that Mayor Ray Maynard be authorized to execute the Contract with Sharp County, Arkansas, to provide rural fire protection and related services as set forth in the Contract.

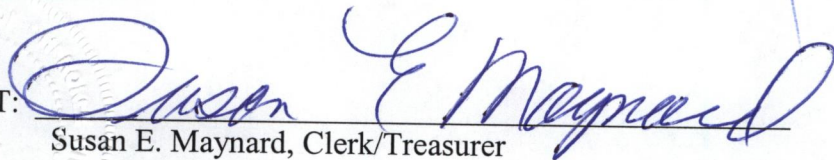
PASSED AND APPROVED BY THE CHEROKEE VILLAGE CITY COUNCIL.

DATED: February 17, 2005

APPROVED: \_\_\_\_\_

  
Ray Maynard, Mayor

ATTEST: \_\_\_\_\_

  
Susan E. Maynard, Clerk/Treasurer

## CONTRACT

Made and entered into by and between a governmental entity, Sharp County, Arkansas, by its County Judge, Honorable Harold Crawford. And its Quorum Court, hereinafter referred to as "COUNTY," and the Cherokee Village Fire Department, hereinafter referred to as "DEPARTMENT."

### WITNESSETH

1. For and in consideration of the amount approved by the Quorum Court, paid by COUNTY in quarterly installments, in addition to the dues and fees collected by the DEPARTMENT for services rendered, the DEPARTMENT hereby agrees to provide to their community, as more particularly described herein, structural fire protection, to-wit: (Territory or district will be described here.)
2. That, in addition to providing rural fire protection, the DEPARTMENT covenants and agrees that they will also engage in the following activities for the consideration paid herein, to-wit:
  - a. Promotion of fire safety; and
  - b. Maintenance of fire fighting and other life saving equipment; and
  - c. Provide necessary training and record keeping; and
  - d. Assist other fire departments in accordance with their mutual aid agreements.
3. That this contract shall commence on January 1, 2005, 12:00 a.m., and terminate at midnight on December 31, 2005.
4. It is understood and agreed by the parties hereto that if any part, term or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions shall not be effected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.
5. It is agreed there shall be no modification of this agreement except in writing, executed with the same formalities as this instrument.
6. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this contract shall supersede all previous communications, representations of agreements, either verbal or written, between the parties hereto.
7. That the DEPARTMENT herein states and covenants that the COUNTY is not liable in any way of any action taken or omission of the DEPARTMENT in rendering such fire

protection services. However, nothing in this contract shall preclude the COUNTY from providing workers' compensation coverage, if applicable to the DEPARTMENT, as required by Arkansas law.

**IN WITNESS WHEREOF**, the parties have set their hands this 17th day of February 2005.

CITY OF CHEROKEE VILLAGE

By: \_\_\_\_\_  
Ray Maynard, Mayor

Attest: \_\_\_\_\_  
Susan E. Maynard, City Clerk/Treasurer

SHARP COUNTY, ARKANSAS

By: \_\_\_\_\_  
Hon. Harold Crawford, Sharp County Judge

Attest: \_\_\_\_\_  
Tommy Estes, County & Circuit Clerk

## 14-284-401. Legislative findings.

It is hereby found and determined by the General Assembly of the State of Arkansas that additional funding is needed to improve the fire protection services in this state. It is further found and determined that the public policy of this state is to provide adequate fire protection services for property of citizens through the use of properly trained and equipped fire fighters, and that the provisions of § [26-57-614](#) and this subchapter, are necessary in furtherance of the public health and safety.

**History.** Acts 1991, No. 833, § 1.

## 26-57-614. Fire protection services - Additional tax.

(a) It is hereby found and determined by the General Assembly of the State of Arkansas that additional funding is needed to improve the fire protection services in this state. It is further found and determined that the public policy of this state is to provide adequate fire protection services for property of citizens through the use of properly trained and equipped fire fighters, and that the provisions of this section and §§ [14-284-401](#) - [14-284-409](#) are necessary in furtherance of the public health and safety.

(b) In addition to the premium taxes collected from insurers under other provisions of Arkansas law, each authorized insurer and each formerly authorized insurer shall pay to the Fire Protection Premium Tax Fund a tax at the rate of one-half of one percent (0.5%) on net direct written premiums for coverages upon real and personal property, including, but not limited to, fire, allied lines, farm owner and homeowner multiple peril, vehicle physical damage, and vehicle collision, or any combination thereof.

(c) This tax shall be collected by the Insurance Commissioner from the insurers at the same time and in the same manner as provided in the premium tax sections of the laws of this state under § [26-57-601](#) et seq. and deposited into the Fire Protection Premium Tax Fund.

(d) Assessments upon which this premium tax is based shall be made on forms prescribed by the Arkansas Insurance Commissioner.

(e) Premium tax payments shall be made upon company checks payable to the Fire Protection Premium Tax Fund.

(f) The provisions of this section and § [14-284-401](#) et seq. are intended to be supplemental to current provisions of Arkansas law, and shall not be construed as repealing or superseding any other laws applicable thereto.

**History.** Acts 1991, No. 833, §§ 1, 2, 8; 1992 (1st Ex. Sess.), No. 10, § 7.