

NORTH CAROLINA
DAVIE COUNTY

FIRE DEPARTMENT AND RESCUE SQUAD
AGREEMENT

THIS AGREEMENT, made and entered into this the 8th day of May, ~~2015~~ ²⁰¹⁶ by and between the County of Davie, hereinafter referred to as the "County" and the Mocksville Fire Department/Rescue Squad, hereinafter referred to as the "Department".

WITNESSETH:

WHEREAS, the Department service areas of Davie County shall have boundaries defined by description on file in the Davie County Fire Marshal's Office, which boundaries shall be defined and agreed upon by the Department and the County; and,

WHEREAS, the County levies and collects taxes from the citizens of Davie County for the use and benefit of the citizens, including fire protection, which the County uses to help supplement the Departments; and,

WHEREAS, the Department shall furnish fire protection and other services, as mutually agreed upon as defined and dictated by Federal and State laws and regulations and the North Carolina Department of Insurance, within their service area and shall provide the necessary equipment, personnel and those things necessary for furnishing such protection in its area. The services shall be in accordance with the minimum standards set forth by the North Carolina Department of Insurance, the State Fire Marshall's Office, all Federal and State regulations and statutes and the standards set forth in this agreement and all future agreements. This provision shall not prohibit the Department from entering into contracts with the Federal, State or local governments, or utility companies for the provisions of emergency protection services for a fee or contracting with other departments, with or without fee, to provide and/or receive mutual aid.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the parties do agree as follows:

1. It is agreed that the County may inspect all books and accounts for the Department at any time that it shall desire, upon reasonable notice. It is further agreed that the Department will present the County Commissioners with an annual audit by a certified CPA, which shall be in conformity with general accepted accounting principles. Further, the Department agrees to comply with County budgeting procedures and other procedures provided for by state law and agrees to submit budget estimates to the Board of Commissioners on the standard forms used by the Davie County departments on an annual basis. Department that do not file an annual audit with the Davie County Fire Marshal's Office and the County Manager's office within six month of the close of their fiscal year will automatically have funding stopped by the Finance Office. The Department also agrees to submit required fire call reports at the required intervals.

2. The Department agrees to file with the Fire Marshal's Office a true copy of its Articles of Incorporation, existing Bylaws and any changes made thereto from time to time. Further, the Department agrees to adopt Bylaws which meet all minimum legal requirements and which Bylaws, in addition thereto, have reasonable provisions enabling citizens of the community to participate in the affairs of the Department in at least an annual meeting and vesting in a Board of Directors the authority to manage the affairs of the Department without a vote of the membership to the extent permitted by the North Carolina Nonprofit Corporation Act.
3. In the event of a liquidation or dissolution of the Department, all equipment and assets will be distributed in accordance with the North Carolina Nonprofit Corporation Act. In addition, any equipment purchased with County funds, as seen on the attached Exhibit "A" which is incorporated by reference, shall revert to the County. This Exhibit "A" shall be allowed to be modified as additional items need to be added.
4. The Department shall obtain and keep in force during the term of this agreement the following minimum insurance coverage:
 - a. Worker's Compensation: Coverage for all paid and volunteer emergency workers for statutory limits in compliance with all applicable State and Federal laws.
 - b. Comprehensive General Liability, Liability, Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate combined single minimum for bodily injury liability and property damage liability.
 - c. Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired vehicles and all non-owned vehicles of employees.
 - d. Management or Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
 - e. Umbrella Liability: Coverage with a minimum limit of \$1,000,000.00 with underlying coverage of auto liability, general liability and employer's liability, and \$2,000,000.00 aggregate.
 - f. County as Additional Insured: The County shall be named as an additional insured on the auto liability, comprehensive general liability, Management or Directors and Officers liability and Umbrella policy. The Department shall furnish the County Fire Marshall's office and the County Manager's office with a certificate of insurance annually.
 - g. Indemnity Agreement: The Department shall indemnify and save harmless the County from any and all liability and expenses, including attorney's fees, court cost and other cost incurred by the County caused by the negligence of the department, its volunteers, agents, employees and officers.
5. The Department shall maintain a minimum rating of 9S or better with the North Carolina Department of Insurance as well as its present nonprofit corporation status with the North Carolina Secretary of State's office. The Department shall continuously comply with all applicable laws, ordinances and State regulations pertaining to Emergency Services.

6. The Department, furnishing fire protection, shall submit a written plan of how they will either maintain or upgrade current insurance rating to the Davie County Fire Marshal either when Department of Insurance inspects for insurance rating or every 5 years at a minimum.

7. The following minimum performance standards are agreed by the County and the Department and are a part of this agreement:
 - A. DISPATCHING PROTOCOLS: Each Department shall comply with the Davie County dispatching protocols.

 - B. RESPONSE TIME: Each Department should have the goal of having an average response time (time of dispatch until time of arrival) of 9 minutes or less for structural fire calls within the N.C. Department of Insurance recognized mileage of fire area.

 - C. PERSONNEL (ON SCENE): Each Department should have an adopted standard operating guideline that addresses the appropriate number of firefighters needed on all types of emergency calls. A current, valid copy of the Department's guideline should be kept on file with the Davie County Fire Marshal's Office. Each Department should have the goal of placing sufficient personnel on the scene when making an initial attack on all structure fire calls.

 - D. TRAINING: Each Department shall have the minimum standard training requirements set forth by the state for providing Fire and Rescue services provided by the Department. Each Department shall maintain records showing that each firefighter on the active roster has had a minimum of 36 hours of training per year.

 - E. FIRE INVESTIGATIONS: The Department officer in charge at all emergency scenes shall assist in the attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause of the fire or if the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Davie County Fire Marshal's Office to assist. The Department should provide whatever assistance is needed by the Davie County Fire Marshal's Office at the fire scene (incident).

 - F. REPORTS: Each Department shall keep all records on site for at least 5 years. All State and county required reports and rosters shall (pursuant to GS 58-79-45 (b)) be submitted by the requested deadline.

 - G. MEDICAL FIRST RESPONDER: Each Department may choose to participate in the County Medical First Responder Program. Participation is fully voluntary. However, each Department, which participates in the program, shall conform to the Davie County First Responder's policies and procedures.

 - H. EMERGENCY DISASTER RESPONSE: Each Department shall follow the Davie County Emergency Operations Plan when responding to an emergency disaster.

I. STATE OF EMERGENCY: The County requests the Departments to assist with the following services but not limited to before, during and following times of emergencies/disasters: 1) Debris removal; 2) Debris Clearance; 3) Traffic Control; 4) Search and Rescue; 5) Evacuation; 6) Medical Services as identified by the County; and 7) Other life saving and property protection measures as necessary. All operations shall be in accordance with the Davie County Emergency Operations Plan and Davie County Emergency Management Ordinance.

J. DAVIE COUNTY FIREFIGHTER'S ASSOCIATION: Each Department should try to have a representative present at all association meetings to provide an exchange of information between the County and each Department unless there are extenuating circumstances that would prevent someone attending.

K. FIRE CALLS: Fire calls for county and out of county assist departments are to be dispatched by Davie County Emergency Operations Center as received through 911. Every member of the Department should be equipped with a tone alert type pager or other devices. Departments located outside of Davie County are not required to be equipped with tone alert type pagers if the department can be directly dispatched by Davie County Communications.

L. EQUIPMENT LIST: Each Department shall submit to the Davie County Fire Marshal's Office a list of all equipment carried on each vehicle along with type of vehicle owned by the Department, after each Department of Insurance inspection.

M. NORTH CAROLINA STATE FIREMAN'S ASSOCIATION: All Department members shall, at their discretion, hold a valid membership with the North Carolina Firemen's Association in order to be eligible for pension fund, death benefits and other services that are provided for all firefighters.

N. OSHA STANDARDS: The Department shall comply with North Carolina OSHA regulations as they apply to the departments. All Department personnel shall receive appropriate training before engaging in any emergency duties to ensure that they can work safely and effectively at incident scenes. All personnel shall use and maintain safety equipment in accordance with departmental regulations. Each emergency responder shall receive a vaccination for Hepatitis B or file an approved waiver form as required by OSHA.

O. PERSONNEL IDENTIFICATION: All active members of the Department in good standing shall have identification to identify themselves as bonafide firefighters. No one other than an active member in good standing shall be allowed to have this identification in his or her possession.

P. HAZARDOUS MATERIAL TRAINING: The Department members shall be trained to recognize and deal with emergencies involving hazardous materials. The level of training shall be set up by each department as to the level of service.

Q. COMPLIANCE WITH LAWS: The Department shall meet the requirements of and comply with all rules and regulations of the North Carolina Department of Insurance, Insurance Services Office, Inc., and North Carolina General Statutes, (including but not

limited to all open meeting laws as set forth in G.S. 143-318.12), and all other pertinent Federal, State and County laws.

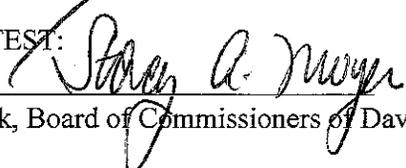
8. In the event of a merger between the Fire Department and another entity located outside or inside Davie County, all assets purchased by the Fire Department with non-County funds will remain the property of the Fire Department; and, all any equipment purchased with County funds, as seen on the attached Exhibit "A" which is incorporated by reference, shall revert to the County. This Exhibit "A" shall be allowed to be modified as additional items need to be added.
9. As provided by law, there shall be fire response areas adopted by the County and insurance rating districts, (as defined by the N.C. Department of Insurance and approved by the Office of the State Fire Marshall of the North Carolina Department of Insurance.). These fire response areas and fire insurance districts shall be established as provided by law, (after discussion with each fire department bordering each area/boundary). A copy of the adopted fire response areas and fire insurance districts descriptions shall remain at all times in the Davie County Fire Marshal's office and the County Manager's office and a copy shall be distributed to each fire department.
10. It is recognized and agreed to by County and Fire Department that specific amendments may be necessary. Any amendment to this Agreement shall be made in writing and signed by both parties 60 days before such amendment becomes effective.
11. The terms and provisions herein contained constitute the entire agreement by and between County and Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.
12. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.
13. The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C.G.S. 153A-435 or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.
14. The effective date of this Agreement shall be the date upon which Davie County executes this agreement which is reflected in the first paragraph of this Agreement. This Agreement shall remain in full force and effect and continue unless terminated by either party upon written notice of at least one hundred eighty (180) days.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS THEREOF, Davie County has caused this agreement to be signed by the Chairman and attested by the Clerk of the Board of Commissioners of Davie County, and its official seal to be hereto affixed, all by authority of said Board duly given, and the Department, has caused this Agreement to be signed by the ~~President~~^{Chief} and the ~~Chairman of the Board of Directors~~^{Mayor} of Mocksville Vol. Fire Dept., and attested by the Secretary of the Department, all by authority of its Board duly given.

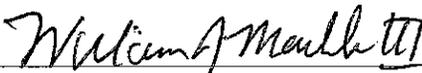
DAVIE COUNTY

BY: 
Chairman, Board of Commissioners

ATTEST: 
Clerk, Board of Commissioners of Davie County

Mocksville Fire DEPARTMENT, INC.

By: 
Chief

By: 
Chairman of the Board of Directors
Mayor

ATTEST:

Clayton W. Bealley
Secretary Clerk

EXHIBIT "A"

(Items Purchased by County or with County Funds):

1. 800 Radios an inventory list held by the Davie County Fire Marshal
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