

**NORTH CAROLINA
GUILFORD COUNTY**

**SUPPLEMENTAL FIRE PROTECTION AGREEMENT WITH
WHITSETT FIRE DEPARTMENT, INC.**

THIS AGREEMENT, made and entered into this the ___ day of _____, 2021 by and between City of Greensboro, a municipal corporation of Guilford County, North Carolina, hereinafter referred to as the "City," and the Whitsett Fire Department, corporation existing under the laws of the State of North Carolina, hereinafter referred to as the "Fire District".

WITNESSETH

THAT, WHEREAS, the Fire District has operated a combination career/volunteer firefighting department in Whitsett Fire Department and, as such, owns firefighting equipment suitable for use in such area.

WHEREAS, the Fire District has provided supplemental fire services in areas of the city under other supplemental fire services agreements.

WHEREAS, it is deemed to be in the public interest of the parties hereto that the Fire District render assistance in fire protection within the area as hereinafter defined in order to supplement fire defenses, as well as providing reserves needed to assure the community of adequate protection.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. That both the Fire District and City shall furnish supplemental fire protection service to the areas hereinafter defined and shall respond to fire calls with not less than one pumping apparatus with a minimum of three personnel effective January 1, 2021.
2. That the provided pumping apparatus be furnished with one Mobile Computer Terminal (MCT) for the purposes of AVL dispatch. This device should be configured to current "City" specifications.
3. That the pumping apparatus shall carry all equipment as described in the current ISO Public Protection Rating Schedule.

4. Before response can begin, all personnel utilized to meet the requirements of this agreement shall be certified to a minimum level of Fire Fighter Level I by the North Carolina Fire Commission and Emergency Medical Technicians with defibrillator certification. The operator of the pumping apparatus shall be certified by the Fire Chief of the "Fire District" as qualified to operate the apparatus.
5. That the identified units will respond to all fire, medical, and other responses in its assigned district and in support of other units according to normal operational procedures.
6. That the defined area to which this Agreement shall apply includes response areas as presently identified and illustrated. See attached maps of the area identified as Exhibit A, incorporated herein by reference.
7. That the term of the agreement shall be for a period of thirty (30) months.
8. That the City of Greensboro shall pay to the Fire District the amount of \$75,000 to be paid in two equal installments paid in advance by the thirty-first of August and the thirty-first of January annually for the extent of the contract.
9. That should either party decide to terminate this agreement, written notice shall be given to the other party at least 180 days prior to termination.
10. When the District unit responds on calls in the City service area, the unit will operate according to the City General Operating Guidelines applicable to the terms of the agreement, report directly to, and operate as assigned by the incident commander or supervisor.
11. When a "City" unit responds on calls in the Fire District service area, the unit will operate according to the Fire District General Operating Guidelines applicable to the nature of the response, report directly to, and operate as assigned by the incident commander or supervisor.
12. That the contracted unit will be responsible for hydrant and preplan maintenance programs, according to City General Operating Guidelines, within the service area. One Power DMS license will be given to the "Fire District" and personnel must be constantly aware of "City" communications and updates to General Operating Guidelines.
13. That the contracted unit will be responsible for all fire reports, according to City General Operating Guidelines, within the service area. One Firehouse license will be given to the "Fire District" and multiple user accounts will be provided to personnel. All incident reports shall be complete prior to the end of shift.

14. That the "City" shall provide, and the Fire District shall participate in, at least four multiple company training sessions with those units normally assigned to the described area. The Fire District shall participate in other training sessions as provided by the City and at the discretion of the "City" Shift Supervisor.

15. That each party to this Agreement shall assume all liability and responsibility for the death and/or injury to any personnel of their own command responding according to this Agreement.

16. That the "Fire District" and the "City" shall independently assume all liability and responsibility for damage to its own apparatus and/or equipment. In addition, the "Fire District" and City shall independently assume all liability and responsibility for any damage caused by its own apparatus while in route to or from a specific location.

17. That the City shall in no way be deemed liable or responsible for the personal property of the members of the "Fire District" which may be lost, stolen, or damaged while performing their duties under the terms of the Agreement.

18. The Fire District shall in no way be deemed liable or responsible for the personal property of the members of the City which may be lost, stolen, or damaged while performing their duties under the terms of the Agreement

19. That each party to this Agreement shall assume all cost of salaries, wages, bonuses, or other compensation, including coverage under Workers Compensation Laws, for its own personnel responding under the terms of this Agreement.

20. That each party shall assume all costs involving the use of its own apparatus, equipment, and tools used specifically in response under the terms of this Agreement.

E-Verify Compliance:

The contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "contractor," "its subcontractors," and "comply" shall have the meanings intended by NCGS 160A-20.1(b). The City is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

Iran Divestment Act Certification:

As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statutes Chapter 147 Article 6E and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Agreement on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.

TERMINATION:

In the event Whitsett Fire Department merges services with the Greensboro Fire Department or should either party elect to terminate this agreement for other reasons prior to the end of the thirty (30) month term, a 180 day written notice shall be provided to the other party. Any pre-paid money will be non-refundable.

IN WITNESS WHEREOF, City of Greensboro has caused this instrument to be signed in its corporate name by its City Manager, attested by its City Clerk and its corporate seal affixed, and Whitsett Fire Department has likewise caused this instrument to be signed in its corporate name by its President and attested by its Secretary, all on the day and year first above written, and this Agreement is executed in triplicate.

ATTEST: Whitsett Fire Department

Secretary By: _____
President

RECOMMENDED BY: _____
Greensboro Fire Chief

ATTEST: CITY OF GREENSBORO

City Clerk By: _____
City Manager

Approved as to form:

City Attorney

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.”

Finance Officer