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File #: 2022-281 **Version:** 1 **Name:**
Type: New Business **Status:** Passed
File created: 4/18/2022 **In control:** [Board of Commissioners](#)
On agenda: 10/20/2022 **Final action:** 10/20/2022
Title: BUDGET AMENDMENT AND CONTRACT APPROVAL: INTERLOCAL WITH THE CITY OF GREENSBORO FOR SUPPLEMENTAL FIRE PROTECTION AND ADDITION OF THREE (3) FIREFIGHTER POSITIONS
Attachments: 1. [GFD and GCES Rescue 50 supplemental agreement FINAL 10-14-22](#), 2. [ST50Contract2022.pdf](#)

History (0)	Agenda Cover
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TITLE

title

BUDGET AMENDMENT AND CONTRACT APPROVAL: INTERLOCAL WITH THE CITY OF GREENSBORO FOR SUPPLEMENTAL FIRE PROTECTION AND ADDITION OF THREE (3) FIREFIGHTER POSITIONS

end

SPONSOR

sponsor

Jim Albright

end

BACKGROUND

background

The City of Greensboro maintains a number of contract with County Fire Departments for co-response into areas of the city, with the intent to meet their Standards of Cover. Currently, the City has long standing agreements with the Pinecroft-Sedgefield Fire Department and Fire District 13. They have recently added contracts with Alamance Fire, Mt. Hope Fire, Whitsett Fire; and now seek to add a contract with Guilford County for the response of Rescue 50 on the eastern side of the City of Greensboro. This funding would be used to increase daily staffing of an existing response unit from 3 to 4 personnel, and the need for three (3) additional personnel (Firefighters work 24 hours on/48 hours off).

The addition of three (3) firefighter positions is estimated to cost \$225,000 per year in salary and benefits. The interlocal agreement would pay for \$170,000 per year to offset these costs, resulting in an annual impact to the County of \$55,000 in future budget cycles. The benefits to the County include: increased staffing on the unit for response predominantly on County fire responses and to assist EMS, a significant cost offset for the expansion, three (3) county fire districts being able to count the increased personnel numbers in their ISO ratings due to the location of the facility, and continued strong collaboration with our municipal fire partner.

The first year prorated costs is estimated to be \$85,000, offset by revenue from the City of Greensboro.
end

BUDGET IMPACT

budget impact

General Fund

\$85,000 increase in appropriation to *Emergency Services*

\$85,000 increase in *Other Revenues*

NO ADDITIONAL COUNTY FUNDS REQUIRED

end

REQUESTED ACTION

requested action

Approve an interlocal agreement with the City of Greensboro, in substantial form, in the amount of \$510,000 to be effective January 1, 2023 for a term of thirty-six (36) months, amend the General Fund to increase appropriation to *Emergency Services FY 22-23 Budget* by \$85,000 and increase *Other Revenues* by \$85,000 and authorize the addition of three (3) firefighter positions to meet the contract terms.

end

**NORTH CAROLINA
GUILFORD COUNTY**

**SUPPLEMENTAL FIRE PROTECTION AGREEMENT WITH
GUILFORD COUNTY EMERGENCY SERVICES**

This Agreement (the "Agreement" or "Interlocal Agreement"), is entered into as of January 1, 2023, (the "Effective Date") by and between the CITY OF GREENSBORO, NORTH CAROLINA, a municipal corporation organized under the laws of the State of North Carolina (hereinafter "City of Greensboro" or "City") on behalf of its Fire Department and **GUILFORD COUNTY, NORTH CAROLINA**, a public body politic and corporate (hereinafter "Guilford County" or "County") on behalf of its Emergency Services; collectively referred to herein as "the Parties."

WITNESSETH

THAT, WHEREAS, Rescue 50 operates within Guilford County and functions under Guilford County Emergency Services. Rescue 50 provides fire protection and technical rescue to all career/volunteer firefighting departments in Guilford County and, as such, owns firefighting equipment suitable for use in such area.

WHEREAS, Rescue 50 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 Rescue 50 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 Rescue 50 and City shall furnish supplemental fire protection service to the areas hereinafter defined and shall respond to fire calls, medical calls, and technical rescue calls with not less than one rescue apparatus with a minimum of four personnel effective January 1, 2023. See attachment A (map of response area).
2. That the provided rescue 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. 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.
4. That the identified units will respond to any fire, medical, and other responses in its assigned district and in support of other units according to normal operational procedures.
5. 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.
6. That the term of the agreement shall be for an initial term of thirty-six (36) months, and subject to thirty-six (36) month renewals thereafter (or such shorter period(s) to which the parties may agree) upon mutual, written agreement.
7. That the City of Greensboro shall pay to the Emergency Services Department the amount of \$170,000 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.
8. 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.
9. When the Rescue 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.
10. 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 Rescue 50 and personnel must be constantly aware of "City" communications and updates to General Operating Guidelines.
11. 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 Rescue 50 and multiple user accounts will be provided to personnel, until a county-wide Fire RMS program is implemented. All incident reports shall be complete prior to the end of shift.
12. That the "City" shall provide, and Rescue 50 shall participate in, at least four multiple company training sessions with those units normally assigned to the described area. Rescue 50 shall participate in other training sessions as provided by the City and at the discretion of the "City" Shift Supervisor.

13. Each Party agrees to be solely responsible for its own negligent acts or omissions and willful misconduct, and those of its employees, agents, and subcontractors, in the performance of services provided hereunder. That each party to this Agreement shall assume all workers compensation liability and responsibility for the death and/or injury to any personnel of their own command responding according to this Agreement.

14. That Rescue 50 and the "City" shall independently assume all liability and responsibility for damage to its own apparatus and/or equipment.

15. Without limiting City's payment obligation set out above, 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.

16. In the event of a conflict or formal grievance regarding either City's or County's performance under this Agreement, the matter will be directed to the Fire Chief and Emergency Services Director to resolve. If the Fire Chief and Emergency Services Director are unable to resolve, the Guilford County Assistant County Manager and the City of Greensboro Assistant City Manager of Public Safety shall be the hearers of such matters for resolution.

No Other Beneficiaries/No Waiver of Immunity

Notwithstanding any other language contained in this Agreement, this Agreement is only intended to benefit the City and the County. No other beneficiaries, direct or indirect, are intended. All rights, duties, and obligations created by this Agreement exist only as between the City and the County and create no rights, duties, obligations, or standards of care with respect to, or enforceable by, any other party. No immunity, right, or defense that City or County might otherwise have as to any other party is waived by this Agreement.

That each party shall assume all costs involving the use of its own apparatus, equipment, and tools used specifically in the 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 Guilford County Emergency Services or Rescue 50 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-six (36) month term, a 180 day written notice shall be provided to the other party. Any pre-paid money will be non-refundable.

NOTICES:

All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

County Manager
GUILFORD COUNTY
P.O. Box 3427
301 West Market Street
Greensboro, NC 27402-3427

City Manager
CITY OF GREENSBORO
PO Box 3136
Greensboro, NC 27402-3136

CONTRACT LANGUAGE:

Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" and "Memorandum of Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment", "Exhibit" and "Addendum" have the same meaning and may be used interchangeably throughout this document.

SEVERABILITY:

If any provision of this Contract is held unenforceable, then such provision will be modified in writing to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

ENTIRE AGREEMENT:

This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. Facsimile or electronic (e.g., pdf) versions of this Agreement shall have the same legal effect as originals, and all of which when fully executed, shall constitute one and the same instrument. All prior conversation or writings between the Parties hereto or their representatives are merged within and extinguished.

JURISDICTION:

This Contract is subject to the jurisdiction and laws of the State of North Carolina.

IN WITNESS WHEREOF, subject to approval by the City Council and the Board of County Commissioners, 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 Guilford County Emergency Services has likewise caused this instrument to be signed by County, all on the day and year first above written, and this Agreement is executed in triplicate.

CITY OF GREENSBORO

ATTEST:

DocuSigned by:

Trey Davis

9FED13725950429

Greensboro City Manager

Greensboro City Clerk

(CITY SEAL)

RECOMMENDED BY:

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

DocuSigned by:

G.J. Robinson

D6121B04BEC3470

G. J. Robinson, Fire Chief
Greensboro Fire Department

DocuSigned by:

Marlene Druza

A4ED9A732708433

City of Greensboro Finance Director

APPROVED AS TO FORM

DocuSigned by:

Andrea Harrell

24E887702590492

City Attorney

GUILFORD COUNTY

ATTEST:

DocuSigned by:

Erin Dunston

3/3/2023 | 11:32 AM EST

Erin Dunston

Guilford County Assistant Manager

DocuSigned by:

Robin B. Keller

3/6/2023 | 1:19 PM EST

Robin B. Keller

Guilford County Clerk to Board

(COUNTY SEAL)

APPROVED AS TO CONTENT:

DS

JLA

J. L. Albright, Director
Guilford County Emergency Services