

**NORTH CAROLINA
FORSYTH COUNTY**

**RECIPROCAL AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION
CITY OF GREENSBORO**

THIS AGREEMENT, made and entered into this the 30 day of August, 2023 by and between Town of Kernersville, a municipal corporation of Forsyth County, North Carolina, hereinafter referred to as the "Town", and the City of Greensboro, a municipal corporation of Guilford County, North Carolina, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the City has operated a career firefighting department in the City and Guilford County and, as such, owns firefighting equipment suitable for use in such area.

WHEREAS, the City has provided supplemental fire services in areas of the town or in the Colfax Fire District under other supplemental fire services agreements: and,

WHEREAS, it is deemed to be in the public interest of the parties hereto that the City render assistance in fire protection within the areas as mutually agreed upon in order to supplement fire defenses, as well as providing reserves needed to assure the community of adequate protection.

WHEREAS, it is deemed to be in the public interest of the parties hereto that the Town 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 Town and City (together as "parties") shall furnish supplemental fire protection service to the areas mutually agreed upon and shall respond to fire calls with not less than one pumping apparatus with a minimum average of three personnel.
2. That the pumping apparatus shall carry all equipment as described in the current ISO Public Protection Rating Schedule.
3. Before response can begin, all personnel utilized to meet the requirements of this agreement shall be certified to a minimum level of Firefighter by the North Carolina Fire Commission and Emergency Medical Technician, with defibrillator certification, by the North Carolina Office of Emergency Medical Services. The operator of the pumping apparatus shall be certified by the Fire Chief of the "Town" as qualified to operate the apparatus. The operator of the pumping

apparatus shall be certified by the Fire Chief of the City as qualified to operate the apparatus.

4. That the identified units, per dispatch protocols, will respond to all fire, medical, rescue, 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 Town and the City exchange no funding in consideration of this agreement.

7. When the City unit(s) respond(s) on calls in the Town's service areas, the unit(s) will operate according to the Kernersville Fire Rescue Department General Operating Guidelines applicable to the nature of the response, report directly to, and operate as assigned by the incident commander or supervisor.

8. When Town unit(s) respond(s) on calls in the City's service area, the unit(s) will operate according to the Greensboro Fire Department General Operating Guidelines applicable to the nature of the response, report directly to, and operate as assigned by the incident commander or supervisor.

9. 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.

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

11. The Town 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.

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

13. 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.

14. In the event that either party utilizes specialized dry chemical or AFFF extinguishing agents to extinguish a fire or use such agents in preventative or

safety actions outside their jurisdiction, they will be reimbursed by the other party after submitting an invoice or memorandum.

15. That the Kernersville Fire Rescue Department shall provide, and the Greensboro Fire Department shall participate, in at least one multiple company training sessions annually with those units normally assigned to the described area.

16. The City of Greensboro is self-funded for liability losses, including professional and automobile. Any agreement signed by the City will be covered under the self-funded plan according to the provisions of the agreement and applicable law. The City agrees to provide a letter stating the same.

The Town agrees to secure and maintain throughout the term of the agreement insurance coverage for General Liability, Auto Liability and Workers Compensation and shall provide a certificate of insurance to the City. The Town shall name the City as Additional Insured and include waiver of subrogation and primary and non-contributory endorsements. All insurance policies shall be issued by companies rated no less than A VIII in most recent "AM Bests" insurance guide and licensed in the State of North Carolina

17. In the event of a conflict or formal grievance regarding either City of Greensboro or Town of Kernersville performance under this Agreement, the matter will be directed to the City of Greensboro Fire Chief, and Town of Kernersville Fire Rescue Chief. If the City of Greensboro Fire Chief and Town of Kernersville Fire Rescue Chief are unable to resolve, the Town Manager of the Town of Kernersville and the City of Greensboro Assistant City Manager of Public Safety shall be the hearers of such matters for resolution.

18. 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.

19. 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.

20. This agreement contains the entire understanding and agreement between the Parties relative thereto. This agreement shall not be modified except by written agreement and signed by both parties and otherwise in accordance with requirements of law. If any provisions of this agreement are held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

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:

That the term of the agreement shall be for fiscal year to fiscal year, subject to written notice from either party with a minimum one hundred eighty (180) day notice of cancellation.

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


Department Head Recommendation/Authorization


DocuSigned by:

 D6121D04BEC3470
 Signature

Fire Chief
 Title

ATTEST:

CITY OF GREENSBORO

DocuSigned by:

 96C8B43A83EC4CF
 City Clerk

By: 
 9EED13725959429
 City Manager

DocuSigned by:



City Clerk
City Clerks Stamp
Approved as to form:

DocuSigned by:

Nathaniel Davis

9FED13725959429...

By: _____
City Manager

DocuSigned by:

Kwame Opatra

73F0432FE1C3443

City Attorney

"This instrument has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act."

DocuSigned by:

Anita Wilson

A301EB7020F545D...

City Finance Officer

DocuSigned by:

R. Scott Alderman

DE4F05BAE714FA

RECOMMENDED BY: _____
Kernersville Fire Rescue Department Chief

ATTEST:

TOWN OF KERNERSVILLE

DocuSigned by:

DocuSigned by:

Keith Hooker

209E05A7A6C7447

Town Clerk



By:

DocuSigned by:

Curtis Swisher

E2116BA29747404

Town Manager

Approved as to form:

DocuSigned by:

Ed Powell

8B0F499FC0D84C3...

Town Attorney

"This instrument has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act."

DocuSigned by:

Franz Alder

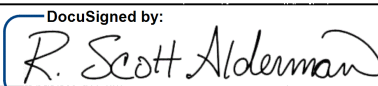
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Town Finance Officer

Company Name Kernersville Fire Rescue Department

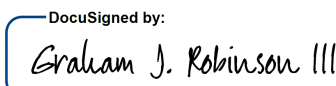
Title Fire Rescue Chief

Name R. Scott Alderman


Signature  DocuSigned by:
R. Scott Alderman
DE4F05BAE3114EA...

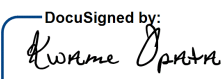
CITY OF GREENSBORO

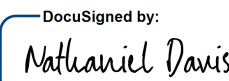
Department Head Recommendation/Authorization:

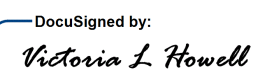
 DocuSigned by:
Graham J. Robinson III
D6121D04BEC3470... Fire Chief
Signature Title

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

Deputy Finance Officer:  DocuSigned by:
Anita Wilson
A361EB7020E545D Deputy Finance Officer
Signature Title

Approved as to form:
City Attorney's Office:  DocuSigned by:
Kwame Opata
73F9432FF1C3443... Atty J Kwame Opata
Signature Title

Authorized:
City Manager's Office:  DocuSigned by:
Nathaniel Davis
9FED13725959429... Assistant City Manager
Signature Title

Attested:
City Clerk's Office:  DocuSigned by:
Victoria L. Howell
96C8B13A83EC4CF... Deputy City Clerk
Signature Title

City Clerk's Stamp: DocuSigned by:

