

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
DEPARTMENT OF PUBLIC SAFETY,  
DIVISION OF EMERGENCY MANAGEMENT  
AND  
THE CITY OF GREENSBORO**

**I. SUBJECT**

To ensure adequate preparedness for a response to emergencies within the State of North Carolina, the Division of Emergency Management will loan the City of Greensboro Fire Department one (1) 1995 International Crew Cab Tractor with 250 HP engine (Prime Mover).

**II. PURPOSE**

The North Carolina Department of Public Safety, Division of Emergency Management will enter into an agreement to loan one (1) 1995 International Crew Cab Tractor with 250 HP engine (Prime Mover) to be used on-scene by first responders and state personnel to prepare for threatened or actual WMD or domestic terrorist attacks, major disasters, and other emergencies to protect human life, property, and the environment. This memorandum of agreement details the roles and responsibilities of each agency to properly use and maintain the equipment being loaned.

**III. PARTIES**

The parties to this Memorandum of Agreement (MOA) are: North Carolina Department of Public Safety, Division of Emergency Management, henceforth referred to in this document as NCEM, and the City of Greensboro Fire Department.

**IV. BACKGROUND**

The City of Greensboro Fire Department is an integral part of North Carolina's emergency response program. Strategically located in North Carolina's Central Region, the City of Greensboro serves as a hub for regional emergency response activities and is a partner agency with NC Emergency Management Urban Search and Rescue Task Force 6 and Hazardous Materials Regional Response Team 5.

**V. AUTHORITY**

The parties enter into this MOA under the authority of North Carolina General Statute § 166A-19.12.

## **VI. DUTIES & RESPONSIBILITIES OF NCEM**

NCEM agrees to:

- A. Temporarily loan the City of Greensboro Fire Department one (1) 1995 International Crew Cab Tractor with 250 HP engine (Prime Mover);
- B. Maintain operational deployment authorization at the NCEM Central Regional Coordination Center (RCC Central);
- C. Conduct annual inventory of the tractor during the annual scheduled fixed asset inventory for other state equipment currently on loan; and
- D. Obtain vehicle insurance for the tractor.

## **VII. DUTIES AND RESPONSIBILITIES OF CITY OF GREENSBORO FIRE DEPARTMENT**

The City of Greensboro Fire Department agrees to:

- A. Store one (1) 1995 International Crew Cab Tractor with 250 HP engine (Prime Mover) within the City of Greensboro;
- B. Use the tractor as needed during a state or local emergency and document such use;
- C. Notify the RCC Central when the tractor is in use or when tractor is sub-loaned to another jurisdiction;
- D. Deploy the tractor to other counties in the NCEM Central Branch area as directed by the RCC Central;
- E. Maintain the tractor and all resources within in good working order in accordance with manufacturer and county preventative maintenance guidelines;
- F. Assist NCEM in the annual fixed asset inventory process when requested; and
- G. Return the tractor in the same condition as issued back to NCEM upon request.

## **VIII. FUNDING AND COMPENSATION**

Maintenance, inventory, upkeep and operation of the one (1) 1995 International Crew Cab Tractor with 250 HP engine (Prime Mover) loaned, all resources within, and all costs associated thereof are the responsibility of the City of Greensboro Fire Department.

## **IX. MODIFICATION OF THE AGREEMENT**

Modifications of this agreement must be in writing and upon approval of both parties.

## **X. PROPERTY**

All property furnished under this agreement is the property of NCEM. The City of Greensboro Fire Department is responsible for the custody and care of any property furnished for use in connection with the performance of this agreement. NCEM will not be held responsible for any equipment, parts or services purchased by the City of Greensboro Fire Department.

## **XI. COMMUNICATIONS**

To provide consistent and effective communication between the City of Greensboro Fire Department and the NCEM, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The NCEM contact shall be Justin Graney, RRT Coordinator. The City of Greensboro Fire Department contact shall be Chief Charles Whitworth.

## **XII. COMPLIANCE WITH THE LAW**

The City of Greensboro Fire Department shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the requirements performed under this MOA, including those of federal requirements and State and local agencies having appropriate jurisdiction.

## **XIII. WARRANTY**

The City of Greensboro Fire Department shall hold the Grantee harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act.

## **XIV. ANTITRUST LAWS**

This Agreement is entered into in compliance with all State and Federal antitrust laws.

## **XV. TERMINATION**

This MOA may be terminated upon submission of a 30-day advance written notice of termination, or upon request by NCEM during or after a state declaration of emergency.

## **XVI. ENTIRE AGREEMENT**

This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

## XVII. EXECUTION

This MOA will become effective upon execution of all parties to the MOA. The date of execution shall be the date of the last signature which shall be that of Mr. Michael Sprayberry, Director, North Carolina Division of Emergency Management.

ORIGINAL

CONTRACTING AGENCY  
DIVISION OF EMERGENCY MANAGEMENT  
DEPARTMENT OF PUBLIC SAFETY

BY: \_\_\_\_\_  
MICHAEL SPRAYBERRY, DIRECTOR  
NORTH CAROLINA DIVISION OF EMERGENCY MANAGEMENT

DATE: \_\_\_\_\_

BY:   
GREG GRAYSON, CHIEF  
CITY OF GREENSBORO FIRE DEPARTMENT

DATE: 11-12-14

APPROVED AS TO PROCEDURE:

BY:   
JAMES J. CHEROKE, CONTROLLER  
NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

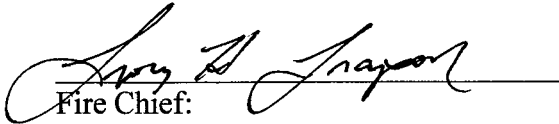
DATE: James J. Cherokee 9/19/14

APPROVED AS TO FORM:

BY:   
WILLIAM POLK, SPECIAL COUNSEL  
NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

DATE: 9/12/2014

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, the day and year indicated below.

  
\_\_\_\_\_  
Fire Chief:  
The City of Greensboro Fire Department

Date: 11-12-14

\_\_\_\_\_  
Deputy City Manager:  
The City of Greensboro

Date: \_\_\_\_\_

\_\_\_\_\_  
Deputy Finance Officer:  
City of Greensboro

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Deputy City Attorney  
City of Greensboro/Legal Office

Date: \_\_\_\_\_

\_\_\_\_\_  
Deputy City Clerk  
City of Greensboro/Clerks Office

Date: \_\_\_\_\_