

**NORTH CAROLINA
GUILFORD COUNTY**

**SUPPLEMENTAL FIRE PROTECTION
PINECROFT-SEDFIELD FIRE DISTRICT, Inc.**

THIS AGREEMENT made and entered into this the _____ day of _____ 2020 by and between City of Greensboro, a municipal corporation of Guilford County, North Carolina, hereinafter referred to as the "City," and Pinecroft-Sedgefield Fire District, Inc., a corporation existing under the laws of the State of North Carolina, hereinafter referred to as the "Fire District".

WITNESSETH

WHEREAS, the Fire District has operated a combination career/volunteer firefighting department in the Pinecroft-Sedgefield Fire District 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: and

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 the Fire District 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 July 1, 2020.
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 Fire Fighter Level I by the North Carolina Fire Commission and Emergency Medical Responder 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.
4. That the contracted unit will respond to all 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 a period of sixty (60) months. At the completion of thirty-six (36) months, the City and the Fire District may renegotiate the monetary value of the contract.

7. That the City of Greensboro shall pay to the Fire District the amount of \$523,924 to be paid in two equal installments paid in advance by the thirty-first of August and the thirty-first of January.
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 contracted 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 under the direction of the incident or sector commander.
10. 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 under the direction of the incident commander.
11. That the contracted unit will be responsible for hydrant and preplan maintenance programs, according to City General Operating Guidelines, within the service area.
12. That the City shall provide incident reporting capability as currently being used by the Greensboro Fire Department in which to report activity in the above mentioned area.
13. That the Incident Commander of the Greensboro Fire Department shall relieve the Fire District from operations at the scene whenever it is deemed feasible.
14. That in the event of an existing emergency operating in the Fire District, and where the available pumping apparatus and crew is committed to the emergency operation, no response by the Fire District will be required. The Fire District shall notify the Guilford Metro 911 Communications Center of such an event and inability to respond.
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 shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The Fire District shall also 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. 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 the Fire District 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. In the event the Fire District utilized specialized dry chemical or AFFF extinguishing agents to extinguish a fire or use such agents in preventive or safety actions within the corporate city limits, the City shall replace or reimburse the Fire District for cost of extinguishing agents. Memorandum or invoice to be forwarded through Greensboro Fire Department.
21. That the Greensboro Fire Department 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 Fire District Shift Supervisor.

22. When the contracted unit is out of service due to normal or unavoidable circumstances, the City will attempt to cover the service areas defined by both the City and the Fire District by relocating a City unit to the fire District's Station #23. During this fill in time, the City unit will respond to all calls for service in both agency service areas.

23. The Fire District shall continue to provide protection to the Grandover Development, as it is built out and systematically annexed, under the terms of this contract and without additional compensation.

24. Upon termination of this Agreement, the City of Greensboro will assume complete control in providing fire protection in the above defined area within the corporate limits unless by mutual consent said Agreement shall be extended, revised or amended to provide continuing fire protection in said area by the "Fire District".

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 Pinecroft-Sedgefield Fire District 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 sixty (60) month term, a 180 day written notice shall be provided to the other party.

Upon termination of the contract, up to nine Pinecroft-Sedgefield Fire District firefighter positions, as determined by the Fire District, will be absorbed by the City as Firefighters or Senior Firefighters, contingent upon satisfactorily passing the city entrance physical examination, and existing job requirements for the similar City position.

If the Greensboro Fire Department, due to involuntary annexation, has absorbed or financially compensated any Pinecroft-Sedgefield Fire District personnel according to annexation legislation, the number of positions absorbed upon termination of the contract will be reduced by a like number.

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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 Pinecrott-Sedgefield Fire District 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:

PINECROFT-SEDFIELD FIRE DISTRICT, INC.

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