

**NORTH CAROLINA
GUILFORD COUNTY**

**SUPPLEMENTAL FIRE PROTECTION
FIRE DISTRICT #13, 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 Fire District #13, 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 volunteer/paid firefighting department in Fire District #13 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 average 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 presently identified and illustrated. See attached map of the areas 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 \$471,532 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 as assigned by the incident commander or supervisor.
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 as assigned by 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 annually 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 #55. During this fill in time, the City unit will respond to all calls for service in both agency service areas.

E-Verify Compliance:

The contractor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

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.

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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 Fire District 13 inc., 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:

FIRE DISTRICT #13 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 pre-audited in the manner required by the Local Government Budget and Fiscal Control Act."

Finance Officer