

Original, correct contract

NORTH CAROLINA
HYDE COUNTY

THIS CONTRACT, made and entered into effective the 1st day of July, 2009 by and between HYDE COUNTY, a body politic and corporate of NORTH CAROLINA ("the county") and Fairfield Volunteer Fire Department, Inc., a North Carolina nonprofit corporation ("the department");

WITNESSETH:

WHEREAS, Chapter 153A-223 of the General Statutes of North Carolina provides that counties may provide for fire protection by contracting with an incorporated fire department;

WHEREAS, the department is a nonprofit corporation created pursuant to Chapter 55 of the General Statutes; and

WHEREAS, the county desires to enter into a one-year contract, renewable as herein stated, with the department to provide fire protection to an area of Hyde County.

NOW THEREFORE, for and in consideration of quarterly payments as approved by the Board of Commissioners from the county to the department, the county, and the department agree that;

1. The county will pay to the department an amount of at least \$1,000.00 ANNUALLY PLUS SUCH OTHER AMOUNT AS MAY BE APPROPRIATED FROM TIME BY THE BOARD OF COMMISSIONERS. (See attachment #1)
2. The department will provide the necessary equipment and personnel to furnish fire protection to the assigned district, as well as automatic or mutual aid to other departments as needed. The department shall maintain a fire protection rating of at least 9S, as determined by the Office of the State Fire Marshal. A loss of the 9S rating may result in the county, at the sole option of the county, discontinuing ANY payments until such time as the rating is re-obtained.
3. The department will provide for fire department related services such as vehicle extrication, initial hazardous materials response, mutual aid, etc. as prescribed in the Hyde County Emergency Operations Plan.
4. The department will assist other Hyde County Public Safety agencies as possible and where in the best interest of the public. Ancillary services such as fire prevention, heavy rescue, and other services may be performed at the discretion of the department; however such services should be coordinated with an Association of Fire Chiefs and/or the Hyde County Fire Marshal to limit duplication of efforts. The department will perform all necessary disaster response services as outlined in the Hyde County Emergency Operations Plan. Medical First Responder service may be performed if agreed to by the department, the ES Director and the Hyde County EMS Medical Director. Medical First Responder calls will be answered based on manpower availability whenever possible. A reimbursement fee of \$50.00 per call will be paid to the department by Hyde County EMS for

First responder
implement

general operating costs. A copy of the department Incident Report, CAD Call Report, and an invoice will be submitted monthly to the Emergency Services Director for payment.

5. Fire protection will be furnished at no charge to all persons and property, however where procedures exist in General Statutes and other regulations to recoup expenses (such as with Hazardous Materials), the department is allowed to bill for such services at rates approved by the departments Board of Directors in advance.
6. All funds remitted by the county to the department will be used exclusively for the provision of services in this contract, and the department will be solely responsible for paying its expenses. The departments will follow standard budgeting procedures and the department shall ensure that appropriate checks and balances exist in the maintenance of all department funds.
7. The department will provide the county a copy of its Financial Report for the previous fiscal year annually.
8. The department will maintain sufficient vehicle liability, general liability, and Worker's Compensation Insurance at all times, covering all persons affiliated with the Department.
9. The department will provide the county a Certificate of Insurance for each of the insurances listed in item 8 annually.
10. The department will maintain membership in the N. C. State Fireman's Association, annually submit the required 36 hours of training to the NCSFA, and annually submit the Report of Fire Conditions in a timely manner.
11. The department will ensure that all persons are trained in the Incident Command System, specifically ICS 700 and ICS 100 within 12 months of affiliation. Departmental Officers must be trained to the ICS 200 level within 12 months of appointment.
12. The department will provide the county with copies of its Articles of Incorporation, current Bylaws, and current Procedures and Guidelines with this contract and upon request of the county.
13. The county hereby releases the department and the department hereby releases the county, to the extent of their respective insurance coverage, from any liability.
14. The department will complete N. C. Incident Reports on all incidents or requests for assistance. The Chief of the department is required by General Statute 58-79-1 to determine the cause of all fires. The department will initiate investigation of any fire within three days (excluding Sunday) and complete a N. C. Incident Report detailing all known facts of the fire within one week. The department will maintain Incident Reports in a safe location indefinitely.
15. In the absence of the Fire Chief (or his designee), the Hyde County Fire Marshal, in combination with the Sheriff, is held responsible for fire investigation by General Statute 58-79-1. The department will notify the Fire Marshal and the Sheriff for assistance whenever necessary.

16. The department will forward copies of incident reports quarterly or upon request to the Hyde County Fire Marshal.
17. This contract will expire on June 30, 2010. HOWEVER, IT SHALL EXTEND ANNUALLY THROUGH JULY 1, 2014 AND RENEW ANNUALLY IN SUBSEQUENT YEARS UNLESS ONE PARTY NOTIFIES THE OTHER IN WRITING, NOT LESS THAN SIXTY DAYS PRIOR TO THE ANNUAL RENEWAL DATE OF THAT PARTY'S DESIRE NOT TO RENEW THIS CONTRACT. A

IN WITNESS WHEREOF, the county has caused this agreement to be signed by the Chairman of the Board of Commissioners, attested by the Clerk to said Board, and its official seal to be hereto affixed, all by authority of said Board duly given, and the Fairfield Volunteer Fire Department, Inc. has caused this agreement to be signed by its President, attested by its Secretary and Chief, and its corporate seal affixed, all by authority of its Board of Directors.

HYDE COUNTY

[Signature] _____ Date 7-15-09

Chairman of the Board of Commissioners

[Signature] _____ Date July 22, 2009

Hyde County Manager

[Signature] _____ Date 10/13/09

Hyde County Fire Marshal
INTERIM E.S. DIRECTOR

ATTEST: [Signature] _____ Date 07-22-2009

Clerk to the Board of Commissioners

FAIRFIELD VOLUNTEER FIRE DEPARTMENT, INC.

[Signature] _____ Date 4-Aug-09

President of the Board of Directors

[Signature] _____ Date 8-4-09

Chief of the Department

[Signature] _____ Date 8/4/09

Secretary of the Department

This disbursement has been approved as required by the Local Government Budget and Fiscal Control Act.

[Signature] _____ Date 7/31/09

Hyde County Finance Officer

