



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 10

Meeting Date: 02.20.12

Presenter(s): Justin Gibbs

Title: Acting Director

Agency/Dept.: Emergency Management

Item Title: Volunteer Fire Department Contract (first reading)

Attachments: Yes

Description: Last year, the agreement with the local volunteer fire departments for fire suppression included the agreement for first responder services as well. This contract automatically renewed in June. At the request of the Board, these agreements have been revamped, with input from the Chiefs of the fire departments, and with the County attorney. These contracts are presented today for a first reading.

Times Read: First

Impact on Budget: Does not increase the budget.

Recommendation: Listen for understanding, ask questions

MOTION MADE BY:

_____ A. Byrd
 _____ B. Swindell
 _____ D. Styron
 _____ D. Tunnell
 _____ S. Spencer

MOTION SECONDED BY:

_____ A. Byrd
 _____ B. Swindell
 _____ D. Styron
 _____ D. Tunnell
 _____ S. Spencer

Vote:

A. Byrd
 B. Swindell
 D. Styron
 D. Tunnell
 S. Spencer

Aye

Nay

**NORTH CAROLINA
HYDE COUNTY**

THIS CONTRACT, made and entered into effective the _____, 2012 by and between HYDE COUNTY, a body politic and corporate of NORTH CAROLINA ("the County") and Swan Quarter Volunteer Fire Department, Inc., a North Carolina nonprofit Corporation ("the Department").

~~Deleted: THIS CONTRACT will supersede any previous agreement between the County and the Department.~~

WITNESSETH:

WHEREAS, CHAPTER 153A-233 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 parties hereto have previously entered into other contracts and agreements. This contract will supersede any previous contract or agreement and will render the previous ones null and void; 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 (this area needs to be defined) of Hyde County defined by the fire and mutual aid districts being served by the Department,~~

~~NOW THEREFORE, for and inconsideration of quarterly payments as provided herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the County and the Department agree as follows:~~

~~Deleted: by the Board of Commissioners from~~

~~Deleted: to~~

~~Deleted: , the County, and the Department agree that;~~

1. The County will pay to the Department an amount of at least \$4,312.50 quarterly.
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 (this just doesn't read right to me, let's discuss) 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, landing zones, 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 any 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. Copies of the Department's Incident Reports and Computer Aided Dispatch (CAD) Call Reports will be provided to the County whenever requested.

5. Fire protection will be furnished at no charge to all persons and property. However, where procedures exist in the General Statutes and other regulations to recoup expenses (such as with hazardous material incidents), the Department is allowed to bill for such services at rates pre-approved by the Department's Board of Directors.
6. All funds remitted by the County to the Department will be used exclusively for the provision of services defined this contract and the Department will be solely responsible for paying its expenses. The Department 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 and its current budget whenever requested by the County.
8. The Department will maintain sufficient (Should we dictate an amount?) 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 of this contract annually.
10. The Department will maintain membership in the North Carolina State Fireman's Association, and annually submit at least the required 36 hours of training for each Department member to the North Carolina State Fireman's Association, 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 any 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 a North Carolina Incident Report on all incidents or requests for assistance, regardless of whether a response is initiated, or not. This should be done through NFIRS Incident reporting.
15. 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 (3) days (excluding Sunday) and complete a North Carolina Incident Report detailing all known facts of the fire within one (1) week. The Department will maintain Incident Reports in a safe location indefinitely.
16. In the absence of the Fire Chief (or the chiefs 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.

17. This contract will expire on June 30, 2013. HOWEVER, IT SHALL EXTEND ~~AUTOMATICALLY AND RENEW ANNUALLY FOR A PERIOD OF FIVE (5) YEARS~~ UNLESS ONE PARTY NOTIFIES THE OTHER IN WRITING, NOT LESS THEN SIXTY DAYS PRIOR TO THE ANNUAL RENEWAL DATE OF THAT PARTY'S DESIRE NOT TO RENEW THIS CONTRACT.

~~Deleted: THROUGH JUNE 30, 2017~~
~~Deleted: AND RENEW ANNUALLY IN SUBSEQUENT YEARS~~

18. The County or the Department can request in writing to renegotiate this contract at any time during the contract period, but the County and the Department must agree in writing at least ten (10) days prior to the change becoming effective.

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 Swan Quarter 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

Chairman of the Board of Commissioners

Date

Hyde County Manager

Date

Hyde County Fire Marshal

Date

Attest: _____
Clerk to the Board of Commissioners

Date

SWAN QUARTER VOLUNTEER FIRE DEPARTMENT, INC.

President of the Board of Directors

Date

Chief of the Fire Department

Date

Secretary of the Fire Department

Date

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

Hyde County Finance Officer

Date