

NORTH CAROLINA  
JACKSON COUNTY

**THIS CONTRACT FOR FIRE PROTECTION and AUTOMATIC AID ASSISTANCE** made and entered into, this the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **THE COUNTY OF JACKSON**, a body politic, existing under the laws of the State of North Carolina, hereinafter referred to as “County”, and **BALSAM-WILLETS-OGRE HILL VOLUNTEER FIRE DEPARTMENT, INCORPORATED**, a non-profit corporation duly organized and existing pursuant to the laws of the State of North Carolina, hereinafter referred to as “Department”.

WITNESSETH:

WHEREAS, the **BALSAM FIRE DISTRICT** is an unincorporated rural fire district, organized pursuant to the laws of the State of North Carolina; and

WHEREAS, the County of Jackson desires to contract with the Department to provide fire protection and emergency services within the boundaries of the **BALSAM FIRE DISTRICT**, a description of which is on file in the County Fire Marshal Office in Sylva, North Carolina, and which is incorporated herein by reference, said contract being entered into pursuant to N.C.G.S. 153A-233; and

WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send firemen and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina; and

WHEREAS, the County has written automatic aid protocols which is maintained and utilized by the Jackson County Communications Center and is utilized on all structure fires whereby they simultaneously dispatch automatic aid departments; and

WHEREAS, this contract will provide the Department, a pre-determined plan; as agreed upon in dispatch protocol, by which the Department will render aid to any other Fire Department or neighboring Fire District which has been established; and

WHEREAS, it is deemed to be in the public interest for the Department to enter into a contract for automatic aid assistance, in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection; and

WHEREAS, pursuant to N.C. Gen. Stat. 153A-13, 153A-233 and 153A-305, both the Department and the County desire to enter into a continuing contract to provide fire protection services in said Fire District and to have such agreement supersede and take the place of any contracts or agreements previously executed;

WHEREAS, by action of the undersigned officials, this contract was duly authorized;

NOW, THEREFORE, in consideration of mutual covenants and promises herein contained, the parties hereto contract and agree as follows:

(1) This contract shall commence upon execution by both parties and shall continue in full force and effect through June 30, 2022 or until terminated by either party hereto upon thirty (30) days written notice to the other party.

(2) During the term of this contract, the Department agrees to provide fire protection and emergency services as well as maintain and equip the fire station(s) located in their present location(s) and used as the fire station(s) for the **BALSAM FIRE DISTRICT**.

(3) The County agrees to allocate funds in the County's annual operating budget through a formula determined by the Board of Commissioners to partially offset the Department's annual operating costs.

(4) Department shall account for all county funds received pursuant to this contract and shall provide to the county a year-end financial statement prepared by a CPA or professional accountant detailing the use of county funds.

(5) The Department contracts and agrees to abide by its articles of incorporation and by-laws in effect in every respect, to follow all procedures set forth in its by-laws to change or amend its present bylaws, to permit only duly qualified members to participate in any election, and to only permit duly certified persons to be voting members of the Department, Inc., and to abide by all other laws, ordinances, rules and regulations of the State of North Carolina and the federal government.

(6) The Department shall maintain, at a minimum, a Fire Department rating, according to the NC Department of Insurance, Office of State Fire Marshal, of 9S. Should the Department cease to be certified by the NC Department of Insurance, Office of State Fire Marshal this contract shall be null and void.

(7) To activate the reciprocal automatic aid assistance as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification that an emergency does, in fact, exist and that aid is needed. The County will dispatch available apparatus, equipment and manpower into action to assist the needed Fire Department or neighboring Fire District.

(8) It shall be the responsibility of the Officer of the Department that all personnel responding to the assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the Department.

(9) The Department shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The Department shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.

(10) The Department shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that responds for duty under the terms of this contract and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the Department.

(11) When Department personnel respond pursuant to this contract, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers compensation laws shall be extended to Department personnel during the entire incident until completion.

(12) When the Department is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

(13) All prior contracts for fire protection entered between the Department and the County shall be deemed terminated as of the effective date of this Agreement and this Agreement shall be deemed to supersede any prior contracts or other agreements.

(14) The Department understands and agrees that, in entering into this contract and providing services, it is acting as an independent contractor; neither the Department nor its employees, members or personnel shall be deemed or construed to be employees of the County.

(15) The Department shall indemnify and save the County harmless from any and all liability and expenses including attorney's fees, court costs and other costs incurred by County which are caused the negligence of the Department, its agents, members, employees and personnel to the extent of the Department's insurance coverage. For this reason, the Department shall maintain insurance coverage of a type and of an amount satisfactory to the County's Finance Director and shall cause the County to be named as an "Additional Insured" for liability coverage on all policies procured and shall provide a copy of insurance coverage at the time of execution of this Contract.

(16) This contract may not be transferred or assigned by the Department without the prior written consent of the County.

(17) The Department shall comply with all applicable federal, state and local laws, rules and regulations. Failure to do so will be grounds for immediate termination of this Contract.

(18) Unless otherwise specified, this Contract shall be governed by the laws of the State of North Carolina. All litigation arising out of this Contract shall be brought in the General Court of Justice in the County of Jackson, North Carolina.

(19) The terms and provisions herein contained constitute the entire agreement by and between the County and the Department, and supersedes all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof.

(20) E-verify : the Department shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Department utilizes a subcontractor, the Department shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

(21) Iran Divestment Act Certification: As of the effective date of this agreement, the Department is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statute § 147-86.58 The Department hereby certifies that he or she is authorized to make the foregoing statement.

(22) All notices which may be required by this Contract or any rule of law shall be effective when deposited in an official depository of the United States Postal Service or when received by hand-delivery as follows:

As to the County: Jackson County Manager  
401 Grindstaff Cove Rd Suite A207  
Sylva, NC 28779

With a copy to: Jackson County Fire Marshal  
1620 US Highway 441  
Sylva, NC 28779

As to the Department: Balsam Volunteer Fire Department  
36 Mount Pleasant Church Road  
Sylva, NC 28779

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate originals, one of which is retained by each of the parties hereto, on the day and year first above written.

ATTEST:

COUNTY OF JACKSON

\_\_\_\_\_  
Angela M. Winchester, Clerk to Board

\_\_\_\_\_  
Brian Thomas McMahan, Chairman  
Board of Commissioners

(county seal)

BALSAM-WILLETS-OCHRE HILL  
VOLUNTEER FIRE DEPARTMENT, INCORPORATED

\_\_\_\_\_  
Randall Moss, President

NORTH CAROLINA  
JACKSON COUNTY

I, \_\_\_\_\_, a Notary Public, do hereby certify that BRIAN THOMAS McMAHAN personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that ANGELA M. WINCHESTER is Clerk to the Board, and that he is the Chairman of the Board of County Commissioners for Jackson County, North Carolina, the entity described in and which executed the foregoing and annexed instrument; that he knows the common seal of said County; that the seal affixed to the foregoing instrument is said common seal; that the name of the said Board of County Commissioners was subscribed thereto by said Chairman and that said Chairman and Clerk subscribed their names thereto and said common seal was affixed, all by order of the members of the Board of Commissioners for Jackson County, North Carolina, and said instrument is the act and deed of said Board of Commissioners.

Witness my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC My Commission Expires: \_\_\_\_\_

(SEAL)

NORTH CAROLINA  
JACKSON COUNTY

I, \_\_\_\_\_, a Notary Public, do hereby certify that RANDALL MOSS personally appeared before me this day acknowledging that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity as President of BALSAM-WILLETS-OCHRE HILL VOLUNTEER DEPARTMENT, INCORPORATED.

Witness my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC My Commission Expires: \_\_\_\_\_

(SEAL)

This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Finance Officer, Jackson County, North Carolina

NORTH CAROLINA  
JACKSON COUNTY

**THIS CONTRACT FOR FIRE PROTECTION and AUTOMATIC AID ASSISTANCE** made and entered into, this the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **THE COUNTY OF JACKSON**, a body politic, existing under the laws of the State of North Carolina, hereinafter referred to as “County”, and **CANADA VOLUNTEER FIRE & RESCUE DEPARTMENT**, a non-profit corporation duly organized and existing pursuant to the laws of the State of North Carolina, hereinafter referred to as “Department”.

W I T N E S S E T H:

WHEREAS, the **CANADA FIRE DISTRICT** is an unincorporated rural fire district, organized pursuant to the laws of the State of North Carolina; and

WHEREAS, the County of Jackson desires to contract with the Department to provide fire protection and emergency services within the boundaries of the **CANADA FIRE DISTRICT**, a description of which is on file in the County Fire Marshal Office in Sylva, North Carolina, and which is incorporated herein by reference, said contract being entered into pursuant to N.C.G.S. 153A-233; and

WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send firemen and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina; and

WHEREAS, the County has written automatic aid protocols which is maintained and utilized by the Jackson County Communications Center and is utilized on all structure fires whereby they simultaneously dispatch automatic aid departments; and

WHEREAS, this contract will provide the Department, a pre-determined plan; as agreed upon in dispatch protocol, by which the Department will render aid to any other Fire Department or neighboring Fire District which has been established; and

WHEREAS, it is deemed to be in the public interest for the Department to enter into a contract for automatic aid assistance, in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection; and

WHEREAS, pursuant to N.C. Gen. Stat. 153A-13, 153A-233 and 153A-305, both the Department and the County desire to enter into a continuing contract to provide fire protection services in said Fire District and to have such agreement supersede and take the place of any contracts or agreements previously executed;

WHEREAS, by action of the undersigned officials, this contract was duly authorized;

NOW, THEREFORE, in consideration of mutual covenants and promises herein contained, the parties hereto contract and agree as follows:

(1) This contract shall commence upon execution by both parties and shall continue in full force and effect through June 30, 2022 or until terminated by either party hereto upon thirty (30) days written notice to the other party.

(2) During the term of this contract, the Department agrees to provide fire protection and emergency services as well as maintain and equip the fire station(s) located in their present location(s) and used as the fire station(s) for the **CANADA FIRE DISTRICT**.

(3) The County agrees to allocate funds in the County's annual operating budget through a formula determined by the Board of Commissioners to partially offset the Department's annual operating costs.

(4) Department shall account for all county funds received pursuant to this contract and shall provide to the county a year-end financial statement prepared by a CPA or professional accountant detailing the use of county funds.

(5) The Department contracts and agrees to abide by its articles of incorporation and by-laws in effect in every respect, to follow all procedures set forth in its by-laws to change or amend its present bylaws, to permit only duly qualified members to participate in any election, and to only permit duly certified persons to be voting members of the Department, Inc., and to abide by all other laws, ordinances, rules and regulations of the State of North Carolina and the federal government.

(6) The Department shall maintain, at a minimum, a Fire Department rating, according to the NC Department of Insurance, Office of State Fire Marshal, of 9S. Should the Department cease to be certified by the NC Department of Insurance, Office of State Fire Marshal this contract shall be null and void.

(7) To activate the reciprocal automatic aid assistance as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification that an emergency does, in fact, exist and that aid is needed. The County will dispatch available apparatus, equipment and manpower into action to assist the needed Fire Department or neighboring Fire District.

(8) It shall be the responsibility of the Officer of the Department that all personnel responding to the assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the Department.



(9) The Department shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The Department shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.

(10) The Department shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that responds for duty under the terms of this contract and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the Department.

(11) When Department personnel respond pursuant to this contract, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers compensation laws shall be extended to Department personnel during the entire incident until completion.

(12) When the Department is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

(13) All prior contracts for fire protection entered between the Department and the County shall be deemed terminated as of the effective date of this Agreement and this Agreement shall be deemed to supersede any prior contracts or other agreements.

(14) The Department understands and agrees that, in entering into this contract and providing services, it is acting as an independent contractor; neither the Department nor its employees, members or personnel shall be deemed or construed to be employees of the County.

(15) The Department shall indemnify and save the County harmless from any and all liability and expenses including attorney's fees, court costs and other costs incurred by County which are caused the negligence of the Department, its agents, members, employees and personnel to the extent of the Department's insurance coverage. For this reason, the Department shall maintain insurance coverage of a type and of an amount satisfactory to the County's Finance Director and shall cause the County to be named as an "Additional Insured" for liability coverage on all policies procured and shall provide a copy of insurance coverage at the time of execution of this Contract.

(16) This contract may not be transferred or assigned by the Department without the prior written consent of the County.

(17) The Department shall comply with all applicable federal, state and local laws, rules and regulations. Failure to do so will be grounds for immediate termination of this Contract.

(18) Unless otherwise specified, this Contract shall be governed by the laws of the State of North Carolina. All litigation arising out of this Contract shall be brought in the General Court of Justice in the County of Jackson, North Carolina.

(19) The terms and provisions herein contained constitute the entire agreement by and between the County and the Department, and supersedes all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof.

(20) E-verify : the Department shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Department utilizes a subcontractor, the Department shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

(21) Iran Divestment Act Certification: As of the effective date of this agreement, the Department is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statute § 147-86.58 The Department hereby certifies that he or she is authorized to make the foregoing statement.

(22) All notices which may be required by this Contract or any rule of law shall be effective when deposited in an official depository of the United States Postal Service or when received by hand-delivery as follows:

As to the County: Jackson County Manager  
401 Grindstaff Cove Rd Suite A207  
Sylva, NC 28779

With a copy to: Jackson County Fire Marshal  
1620 US Highway 441  
Sylva, NC 28779

As to the Department: Canada Volunteer Fire & Rescue Department  
149 Charleys Creek Rd.  
Tuckasegee, NC 28783

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate originals, one of which is retained by each of the parties hereto, on the day and year first above written.

ATTEST:

COUNTY OF JACKSON

\_\_\_\_\_  
Angela M. Winchester, Clerk to Board

\_\_\_\_\_  
Brian Thomas McMahan, Chairman  
Board of Commissioners

(county seal)

CANADA VOLUNTEER FIRE & RESCUE DEPARTMENT

\_\_\_\_\_  
Harold Nicholson, President

NORTH CAROLINA  
JACKSON COUNTY

I, \_\_\_\_\_, a Notary Public, do hereby certify that BRIAN THOMAS McMAHAN personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that ANGELA M. WINCHESTER is Clerk to the Board, and that he is the Chairman of the Board of County Commissioners for Jackson County, North Carolina, the entity described in and which executed the foregoing and annexed instrument; that he knows the common seal of said County; that the seal affixed to the foregoing instrument is said common seal; that the name of the said Board of County Commissioners was subscribed thereto by said Chairman and that said Chairman and Clerk subscribed their names thereto and said common seal was affixed, all by order of the members of the Board of Commissioners for Jackson County, North Carolina, and said instrument is the act and deed of said Board of Commissioners.

Witness my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC My Commission Expires: \_\_\_\_\_

(SEAL)

NORTH CAROLINA  
JACKSON COUNTY

I, \_\_\_\_\_, a Notary Public, do hereby certify that HAROLD NICHOLSON personally appeared before me this day acknowledging that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity as President of CANADA VOLUNTEER FIRE & RESCUE DEPARTMENT.

Witness my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC My Commission Expires: \_\_\_\_\_

(SEAL)

This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Finance Officer, Jackson County, North Carolina

NORTH CAROLINA  
JACKSON COUNTY

**THIS CONTRACT FOR FIRE PROTECTION and AUTOMATIC AID ASSISTANCE** made and entered into, this the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **THE COUNTY OF JACKSON**, a body politic, existing under the laws of the State of North Carolina, hereinafter referred to as “County”, and **CULLOWHEE VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation duly organized and existing pursuant to the laws of the State of North Carolina, hereinafter referred to as “Department”.

W I T N E S S E T H:

WHEREAS, the **CULLOWHEE FIRE DISTRICT** is an unincorporated rural fire district, organized pursuant to the laws of the State of North Carolina; and

WHEREAS, the County of Jackson desires to contract with the Department to provide fire protection and emergency services within the boundaries of the **CULLOWHEE FIRE DISTRICT**, a description of which is on file in the County Fire Marshal Office in Sylva, North Carolina, and which is incorporated herein by reference, said contract being entered into pursuant to N.C.G.S. 153A-233; and

WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send firemen and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina; and

WHEREAS, the County has written automatic aid protocols which is maintained and utilized by the Jackson County Communications Center and is utilized on all structure fires whereby they simultaneously dispatch automatic aid departments; and

WHEREAS, this contract will provide the Department, a pre-determined plan; as agreed upon in dispatch protocol, by which the Department will render aid to any other Fire Department or neighboring Fire District which has been established; and

WHEREAS, it is deemed to be in the public interest for the Department to enter into a contract for automatic aid assistance, in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection; and

WHEREAS, pursuant to N.C. Gen. Stat. 153A-13, 153A-233 and 153A-305, both the Department and the County desire to enter into a continuing contract to provide fire protection services in said Fire District and to have such agreement supersede and take the place of any contracts or agreements previously executed;

WHEREAS, by action of the undersigned officials, this contract was duly authorized;

NOW, THEREFORE, in consideration of mutual covenants and promises herein contained, the parties hereto contract and agree as follows:

(1) This contract shall commence upon execution by both parties and shall continue in full force and effect through June 30, 2022 or until terminated by either party hereto upon thirty (30) days written notice to the other party.

(2) During the term of this contract, the Department agrees to provide fire protection and emergency services as well as maintain and equip the fire station(s) located in their present location(s) and used as the fire station(s) for the **CULLOWHEE FIRE DISTRICT**.

(3) The County agrees to allocate funds in the County's annual operating budget through a formula determined by the Board of Commissioners to partially offset the Department's annual operating costs.

(4) Department shall account for all county funds received pursuant to this contract and shall provide to the county a year-end financial statement prepared by a CPA or professional accountant detailing the use of county funds.

(5) The Department contracts and agrees to abide by its articles of incorporation and by-laws in effect in every respect, to follow all procedures set forth in its by-laws to change or amend its present bylaws, to permit only duly qualified members to participate in any election, and to only permit duly certified persons to be voting members of the Department, Inc., and to abide by all other laws, ordinances, rules and regulations of the State of North Carolina and the federal government.

(6) The Department shall maintain, at a minimum, a Fire Department rating, according to the NC Department of Insurance, Office of State Fire Marshal, of 9S. Should the Department cease to be certified by the NC Department of Insurance, Office of State Fire Marshal this contract shall be null and void.

(7) To activate the reciprocal automatic aid assistance as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification that an emergency does, in fact, exist and that aid is needed. The County will dispatch available apparatus, equipment and manpower into action to assist the needed Fire Department or neighboring Fire District.

(8) It shall be the responsibility of the Officer of the Department that all personnel responding to the assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the Department.

(9) The Department shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The Department shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.

(10) The Department shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that responds for duty under the terms of this contract and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the Department.

(11) When Department personnel respond pursuant to this contract, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers compensation laws shall be extended to Department personnel during the entire incident until completion.

(12) When the Department is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

(13) All prior contracts for fire protection entered between the Department and the County shall be deemed terminated as of the effective date of this Agreement and this Agreement shall be deemed to supersede any prior contracts or other agreements.

(14) The Department understands and agrees that, in entering into this contract and providing services, it is acting as an independent contractor; neither the Department nor its employees, members or personnel shall be deemed or construed to be employees of the County.

(15) The Department shall indemnify and save the County harmless from any and all liability and expenses including attorney's fees, court costs and other costs incurred by County which are caused the negligence of the Department, its agents, members, employees and personnel to the extent of the Department's insurance coverage. For this reason, the Department shall maintain insurance coverage of a type and of an amount satisfactory to the County's Finance Director and shall cause the County to be named as an "Additional Insured" for liability coverage on all policies procured and shall provide a copy of insurance coverage at the time of execution of this Contract.

(16) This contract may not be transferred or assigned by the Department without the prior written consent of the County.

(17) The Department shall comply with all applicable federal, state and local laws, rules and regulations. Failure to do so will be grounds for immediate termination of this Contract.

(18) Unless otherwise specified, this Contract shall be governed by the laws of the State of North Carolina. All litigation arising out of this Contract shall be brought in the General Court of Justice in the County of Jackson, North Carolina.

(19) The terms and provisions herein contained constitute the entire agreement by and between the County and the Department, and supersedes all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof.

(20) E-verify : the Department shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Department utilizes a subcontractor, the Department shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

(21) Iran Divestment Act Certification: As of the effective date of this agreement, the Department is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statute § 147-86.58 The Department hereby certifies that he or she is authorized to make the foregoing statement.

(22) All notices which may be required by this Contract or any rule of law shall be effective when deposited in an official depository of the United States Postal Service or when received by hand-delivery as follows:

As to the County: Jackson County Manager  
401 Grindstaff Cove Rd Suite A207  
Sylva, NC 28779

With a copy to: Jackson County Fire Marshal  
1620 US Highway 441  
Sylva, NC 28779

As to the Department: Cullowhee Volunteer Fire Department, Inc.  
4277 Little Savannah Road,  
Cullowhee, NC 28717

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate originals, one of which is retained by each of the parties hereto, on the day and year first above written.

ATTEST:

COUNTY OF JACKSON

\_\_\_\_\_  
Angela M. Winchester, Clerk to Board

\_\_\_\_\_  
Brian Thomas McMahan, Chairman  
Board of Commissioners

(county seal)



CULLOWHEE VOLUNTEER FIRE DEPARTMENT, INC.

\_\_\_\_\_  
Danny Lewis, President

NORTH CAROLINA  
JACKSON COUNTY

I, \_\_\_\_\_, a Notary Public, do hereby certify that BRIAN THOMAS McMAHAN personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that ANGELA M. WINCHESTER is Clerk to the Board, and that he is the Chairman of the Board of County Commissioners for Jackson County, North Carolina, the entity described in and which executed the foregoing and annexed instrument; that he knows the common seal of said County; that the seal affixed to the foregoing instrument is said common seal; that the name of the said Board of County Commissioners was subscribed thereto by said Chairman and that said Chairman and Clerk subscribed their names thereto and said common seal was affixed, all by order of the members of the Board of Commissioners for Jackson County, North Carolina, and said instrument is the act and deed of said Board of Commissioners.

Witness my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(SEAL)

NORTH CAROLINA  
JACKSON COUNTY

I, \_\_\_\_\_, a Notary Public, do hereby certify that DANNY LEWIS personally appeared before me this day acknowledging that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity as President of CULLOWHEE VOLUNTEER FIRE DEPARTMENT, INC.

Witness my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(SEAL)

This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Finance Officer, Jackson County, North Carolina

NORTH CAROLINA  
JACKSON COUNTY

**THIS CONTRACT FOR FIRE PROTECTION and AUTOMATIC AID ASSISTANCE** made and entered into, this the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **THE COUNTY OF JACKSON**, a body politic, existing under the laws of the State of North Carolina, hereinafter referred to as “County”, and **QUALLA VOLUNTEER FIRE & RESCUE DEPARTMENT, INCORPORATED**, a non-profit corporation duly organized and existing pursuant to the laws of the State of North Carolina, hereinafter referred to as “Department”.

WITNESSETH:

WHEREAS, the **QUALLA FIRE DISTRICT** is an unincorporated rural fire district, organized pursuant to the laws of the State of North Carolina; and

WHEREAS, the County of Jackson desires to contract with the Department to provide fire protection and emergency services within the boundaries of the **QUALLA FIRE DISTRICT**, a description of which is on file in the County Fire Marshal Office in Sylva, North Carolina, and which is incorporated herein by reference, said contract being entered into pursuant to N.C.G.S. 153A-233; and

WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send firemen and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina; and

WHEREAS, the County has written automatic aid protocols which is maintained and utilized by the Jackson County Communications Center and is utilized on all structure fires whereby they simultaneously dispatch automatic aid departments; and

WHEREAS, this contract will provide the Department, a pre-determined plan; as agreed upon in dispatch protocol, by which the Department will render aid to any other Fire Department or neighboring Fire District which has been established; and

WHEREAS, it is deemed to be in the public interest for the Department to enter into a contract for automatic aid assistance, in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection; and

WHEREAS, pursuant to N.C. Gen. Stat. 153A-13, 153A-233 and 153A-305, both the Department and the County desire to enter into a continuing contract to provide fire protection services in said Fire District and to have such agreement supersede and take the place of any contracts or agreements previously executed;

WHEREAS, by action of the undersigned officials, this contract was duly authorized;

NOW, THEREFORE, in consideration of mutual covenants and promises herein contained, the parties hereto contract and agree as follows:

(1) This contract shall commence upon execution by both parties and shall continue in full force and effect through June 30, 2022 or until terminated by either party hereto upon thirty (30) days written notice to the other party.

(2) During the term of this contract, the Department agrees to provide fire protection and emergency services as well as maintain and equip the fire station(s) located in their present location(s) and used as the fire station(s) for the **QUALLA FIRE DISTRICT**.

(3) The County agrees to allocate funds in the County's annual operating budget through a formula determined by the Board of Commissioners to partially offset the Department's annual operating costs.

(4) Department shall account for all county funds received pursuant to this contract and shall provide to the county a year-end financial statement prepared by a CPA or professional accountant detailing the use of county funds.

(5) The Department contracts and agrees to abide by its articles of incorporation and by-laws in effect in every respect, to follow all procedures set forth in its by-laws to change or amend its present bylaws, to permit only duly qualified members to participate in any election, and to only permit duly certified persons to be voting members of the Department, Inc., and to abide by all other laws, ordinances, rules and regulations of the State of North Carolina and the federal government.

(6) The Department shall maintain, at a minimum, a Fire Department rating, according to the NC Department of Insurance, Office of State Fire Marshal, of 9S. Should the Department cease to be certified by the NC Department of Insurance, Office of State Fire Marshal this contract shall be null and void.

(7) To activate the reciprocal automatic aid assistance as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification that an emergency does, in fact, exist and that aid is needed. The County will dispatch available apparatus, equipment and manpower into action to assist the needed Fire Department or neighboring Fire District.

(8) It shall be the responsibility of the Officer of the Department that all personnel responding to the assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the Department.

(9) The Department shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The Department shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.

(10) The Department shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that responds for duty under the terms of this contract and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the Department.

(11) When Department personnel respond pursuant to this contract, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers compensation laws shall be extended to Department personnel during the entire incident until completion.

(12) When the Department is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

(13) All prior contracts for fire protection entered between the Department and the County shall be deemed terminated as of the effective date of this Agreement and this Agreement shall be deemed to supersede any prior contracts or other agreements.

(14) The Department understands and agrees that, in entering into this contract and providing services, it is acting as an independent contractor; neither the Department nor its employees, members or personnel shall be deemed or construed to be employees of the County.

(15) The Department shall indemnify and save the County harmless from any and all liability and expenses including attorney's fees, court costs and other costs incurred by County which are caused the negligence of the Department, its agents, members, employees and personnel to the extent of the Department's insurance coverage. For this reason, the Department shall maintain insurance coverage of a type and of an amount satisfactory to the County's Finance Director and shall cause the County to be named as an "Additional Insured" for liability coverage on all policies procured and shall provide a copy of insurance coverage at the time of execution of this Contract.

(16) This contract may not be transferred or assigned by the Department without the prior written consent of the County.

(17) The Department shall comply with all applicable federal, state and local laws, rules and regulations. Failure to do so will be grounds for immediate termination of this Contract.

(18) Unless otherwise specified, this Contract shall be governed by the laws of the State of North Carolina. All litigation arising out of this Contract shall be brought in the General Court of Justice in the County of Jackson, North Carolina.

(19) The terms and provisions herein contained constitute the entire agreement by and between the County and the Department, and supersedes all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof.

(20) E-verify: the Department shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Department utilizes a subcontractor, the Department shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

(21) Iran Divestment Act Certification: As of the effective date of this agreement, the Department is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statute § 147-86.58 The Department hereby certifies that he or she is authorized to make the foregoing statement.

(22) All notices which may be required by this Contract or any rule of law shall be effective when deposited in an official depository of the United States Postal Service or when received by hand-delivery as follows:

As to the County: Jackson County Manager  
401 Grindstaff Cove Rd Suite A207  
Sylva, NC 28779

With a copy to: Jackson County Fire Marshal  
1620 US Highway 441  
Sylva, NC 28779

As to the Department: Qualla Volunteer Fire and Rescue Department, Inc.  
147 Shoal Creek Road  
Whittier, NC 28723

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate originals, one of which is retained by each of the parties hereto, on the day and year first above written.

ATTEST:

COUNTY OF JACKSON

\_\_\_\_\_  
Angela M. Winchester, Clerk to Board

\_\_\_\_\_  
Brian Thomas McMahan, Chairman  
Board of Commissioners

(county seal)

QUALLA VOLUNTEER FIRE & RESCUE DEPARTMENT, INCORPORATED

\_\_\_\_\_  
Lewis Smith, President

NORTH CAROLINA  
JACKSON COUNTY

I, \_\_\_\_\_, a Notary Public, do hereby certify that BRIAN THOMAS McMAHAN personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that ANGELA M. WINCHESTER is Clerk to the Board, and that he is the Chairman of the Board of County Commissioners for Jackson County, North Carolina, the entity described in and which executed the foregoing and annexed instrument; that he knows the common seal of said County; that the seal affixed to the foregoing instrument is said common seal; that the name of the said Board of County Commissioners was subscribed thereto by said Chairman and that said Chairman and Clerk subscribed their names thereto and said common seal was affixed, all by order of the members of the Board of Commissioners for Jackson County, North Carolina, and said instrument is the act and deed of said Board of Commissioners.

Witness my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(SEAL)

NORTH CAROLINA  
JACKSON COUNTY

I, \_\_\_\_\_, a Notary Public, do hereby certify that LEWIS SMITH personally appeared before me this day acknowledging that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity as President of QUALLA VOLUNTEER FIRE & RESCUE DEPARTMENT, INCORPORATED .

Witness my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(SEAL)

This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Finance Officer, Jackson County, North Carolina



NORTH CAROLINA  
JACKSON COUNTY

**THIS CONTRACT FOR FIRE PROTECTION AND AUTOMATIC AID ASSISTANCE** made and entered into, this the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **THE COUNTY OF JACKSON**, a body politic, existing under the laws of the State of North Carolina, hereinafter referred to as “County”, and **SAVANNAH VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation duly organized and existing pursuant to the laws of the State of North Carolina, hereinafter referred to as “Department”.

W I T N E S S E T H:

WHEREAS, the **SAVANNAH FIRE DISTRICT** is an unincorporated rural fire district, organized pursuant to the laws of the State of North Carolina; and

WHEREAS, the County of Jackson desires to contract with the Department to provide fire protection and emergency services within the boundaries of the **SAVANNAH FIRE DISTRICT**, a description of which is on file in the County Fire Marshal Office in Sylva, North Carolina, and which is incorporated herein by reference, said contract being entered into pursuant to N.C.G.S. 153A-233; and

WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send firemen and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina; and

WHEREAS, the County has written automatic aid protocols which is maintained and utilized by the Jackson County Communications Center and is utilized on all structure fires whereby they simultaneously dispatch automatic aid departments; and

WHEREAS, this contract will provide the Department, a pre-determined plan; as agreed upon in dispatch protocol, by which the Department will render aid to any other Fire Department or neighboring Fire District which has been established; and

WHEREAS, it is deemed to be in the public interest for the Department to enter into a contract for automatic aid assistance, in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection; and

WHEREAS, pursuant to N.C. Gen. Stat. 153A-13, 153A-233 and 153A-305, both the Department and the County desire to enter into a continuing contract to provide fire protection services in said Fire District and to have such agreement supersede and take the place of any contracts or agreements previously executed;

WHEREAS, by action of the undersigned officials, this contract was duly authorized;

NOW, THEREFORE, in consideration of mutual covenants and promises herein contained, the parties hereto contract and agree as follows:

(1) This contract shall commence upon execution by both parties and shall continue in full force and effect through June 30, 2027 or until terminated by either party hereto upon thirty (30) days written notice to the other party.

(2) During the term of this contract, the Department agrees to provide fire protection and emergency services as well as maintain and equip the fire station(s) located in their present location(s) and used as the fire station(s) for the **SAVANNAH FIRE DISTRICT**.

(3) The County agrees to allocate funds in the County's annual operating budget through a formula determined by the Board of Commissioners to partially offset the Department's annual operating costs.

(4) Department shall account for all county funds received pursuant to this contract and shall provide to the county a year-end financial statement prepared by a CPA or professional accountant detailing the use of county funds.

(5) The Department contracts and agrees to abide by its articles of incorporation and by-laws in effect in every respect, to follow all procedures set forth in its by-laws to change or amend its present bylaws, to permit only duly qualified members to participate in any election, and to only permit duly certified persons to be voting members of the Department, Inc., and to abide by all other laws, ordinances, rules and regulations of the State of North Carolina and the federal government.

(6) The Department shall maintain, at a minimum, a Fire Department rating, according to the NC Department of Insurance, Office of State Fire Marshal, of 9S. Should the Department cease to be certified by the NC Department of Insurance, Office of State Fire Marshal this contract shall be null and void.

(7) To activate the reciprocal automatic aid assistance as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification that an emergency does, in fact, exist and that aid is needed. The County will dispatch available apparatus, equipment and manpower into action to assist the needed Fire Department or neighboring Fire District.

(8) It shall be the responsibility of the Officer of the Department that all personnel responding to the assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the Department.

(9) The Department shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The Department shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.

(10) The Department shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that responds for duty under the terms of this contract and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the Department.

(11) When Department personnel respond pursuant to this contract, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers compensation laws shall be extended to Department personnel during the entire incident until completion.

(12) When the Department is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

(13) All prior contracts for fire protection entered between the Department and the County shall be deemed terminated as of the effective date of this Agreement and this Agreement shall be deemed to supersede any prior contracts or other agreements.

(14) The Department understands and agrees that, in entering into this contract and providing services, it is acting as an independent contractor; neither the Department nor its employees, members or personnel shall be deemed or construed to be employees of the County.

(15) The Department shall indemnify and save the County harmless from any and all liability and expenses including attorney's fees, court costs and other costs incurred by County which are caused the negligence of the Department, its agents, members, employees and personnel to the extent of the Department's insurance coverage. For this reason, the Department shall maintain insurance coverage of a type and of an amount satisfactory to the County's Finance Director and shall cause the County to be named as an "Additional Insured" for liability coverage on all policies procured and shall provide a copy of insurance coverage at the time of execution of this Contract.

(16) This contract may not be transferred or assigned by the Department without the prior written consent of the County.

(17) The Department shall comply with all applicable federal, state and local laws, rules and regulations. Failure to do so will be grounds for immediate termination of this Contract.

(18) Unless otherwise specified, this Contract shall be governed by the laws of the State of North Carolina. All litigation arising out of this Contract shall be brought in the General Court of Justice in the County of Jackson, North Carolina.

(19) The terms and provisions herein contained constitute the entire agreement by and between the County and the Department, and supersedes all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof.

(20) E-verify : the Department shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Department utilizes a subcontractor, the Department shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

(21) Iran Divestment Act Certification: As of the effective date of this agreement, the Department is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statute § 147-86.58 The Department hereby certifies that he or she is authorized to make the foregoing statement.

(22) All notices which may be required by this Contract or any rule of law shall be effective when deposited in an official depository of the United States Postal Service or when received by hand-delivery as follows:

As to the County: Jackson County Manager  
401 Grindstaff Cove Rd Suite A207  
Sylva, NC 28779

With a copy to: Jackson County Fire Marshal  
1620 US Highway 441  
Sylva, NC 28779

As to the Department: Savannah Volunteer Fire Department  
18 Ralph Tatham Road  
Sylva, NC 28779

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate originals, one of which is retained by each of the parties hereto, on the day and year first above written.

ATTEST:

COUNTY OF JACKSON

\_\_\_\_\_  
Angela M. Winchester, Clerk to Board

\_\_\_\_\_  
Brian Thomas McMahan, Chairman  
Board of Commissioners

(county seal)

SAVANNAH VOLUNTEER FIRE DEPARTMENT

\_\_\_\_\_  
Lloyd Green President

NORTH CAROLINA  
JACKSON COUNTY

I, \_\_\_\_\_, a Notary Public, do hereby certify that BRIAN THOMAS McMAHAN personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that ANGELA M. WINCHESTER is Clerk to the Board, and that he is the Chairman of the Board of County Commissioners for Jackson County, North Carolina, the entity described in and which executed the foregoing and annexed instrument; that he knows the common seal of said County; that the seal affixed to the foregoing instrument is said common seal; that the name of the said Board of County Commissioners was subscribed thereto by said Chairman and that said Chairman and Clerk subscribed their names thereto and said common seal was affixed, all by order of the members of the Board of Commissioners for Jackson County, North Carolina, and said instrument is the act and deed of said Board of Commissioners.

Witness my hand and notarial seal this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(SEAL)

NORTH CAROLINA  
JACKSON COUNTY

I, \_\_\_\_\_, a Notary Public, do hereby certify that LLOYD GREEN personally appeared before me this day acknowledging that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity as President of SAVANNAH VOLUNTEER FIRE DEPARTMENT .

Witness my hand and notarial seal this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(SEAL)

This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Finance Officer, Jackson County, North Carolina

NORTH CAROLINA  
JACKSON COUNTY

**THIS CONTRACT FOR FIRE PROTECTION and AUTOMATIC AID ASSISTANCE** made and entered into, this the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **THE COUNTY OF JACKSON**, a body politic, existing under the laws of the State of North Carolina, hereinafter referred to as “County”, and **THE TOWN OF SYLVA**, a municipal corporation duly organized and existing pursuant to the laws of the State of North Carolina, hereinafter referred to as “Department”.

W I T N E S S E T H:

WHEREAS, the **SYLVA FIRE DISTRICT** is an unincorporated rural fire district, organized pursuant to the laws of the State of North Carolina; and

WHEREAS, the County of Jackson desires to contract with the Department to provide fire protection and emergency services within the boundaries of the **SYLVA FIRE DISTRICT**, a description of which is on file in the County Fire Marshal Office in Sylva, North Carolina, and which is incorporated herein by reference, said contract being entered into pursuant to N.C.G.S. 153A-233; and

WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send firemen and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina; and

WHEREAS, the County has written automatic aid protocols which is maintained and utilized by the Jackson County Communications Center and is utilized on all structure fires whereby they simultaneously dispatch automatic aid departments; and

WHEREAS, this contract will provide the Department, a pre-determined plan; as agreed upon in dispatch protocol, by which the Department will render aid to any other Fire Department or neighboring Fire District which has been established; and

WHEREAS, it is deemed to be in the public interest for the Department to enter into a contract for automatic aid assistance, in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection; and

WHEREAS, pursuant to N.C. Gen. Stat. 153A-13, 153A-233 and 153A-305, both the Department and the County desire to enter into a continuing contract to provide fire protection services in said Fire District and to have such agreement supersede and take the place of any contracts or agreements previously executed;

WHEREAS, by action of the undersigned officials, this contract was duly authorized;

NOW, THEREFORE, in consideration of mutual covenants and promises herein contained, the parties hereto contract and agree as follows:

(1) This contract shall commence upon execution by both parties and shall continue in full force and effect through June 30, 2022 or until terminated by either party hereto upon thirty (30) days written notice to the other party.

(2) During the term of this contract, the Department agrees to provide fire protection and emergency services as well as maintain and equip the fire station(s) located in their present location(s) and used as the fire station(s) for the **SYLVA FIRE DISTRICT**.

(3) The County agrees to allocate funds in the County's annual operating budget through a formula determined by the Board of Commissioners to partially offset the Department's annual operating costs.

(4) Department shall account for all county funds received pursuant to this contract and shall provide to the county a year-end financial statement prepared by a CPA or professional accountant detailing the use of county funds.

(5) The Department contracts and agrees to abide by its articles of incorporation and by-laws in effect in every respect, to follow all procedures set forth in its by-laws to change or amend its present bylaws, to permit only duly qualified members to participate in any election, and to only permit duly certified persons to be voting members of the Department, Inc., and to abide by all other laws, ordinances, rules and regulations of the State of North Carolina and the federal government.

(6) The Department shall maintain, at a minimum, a Fire Department rating, according to the NC Department of Insurance, Office of State Fire Marshal, of 9S. Should the Department cease to be certified by the NC Department of Insurance, Office of State Fire Marshal this contract shall be null and void.

(7) To activate the reciprocal automatic aid assistance as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification that an emergency does, in fact, exist and that aid is needed. The County will dispatch available apparatus, equipment and manpower into action to assist the needed Fire Department or neighboring Fire District.

(8) It shall be the responsibility of the Officer of the Department that all personnel responding to the assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the Department.



(9) The Department shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The Department shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.

(10) The Department shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that responds for duty under the terms of this contract and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the Department.

(11) When Department personnel respond pursuant to this contract, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers compensation laws shall be extended to Department personnel during the entire incident until completion.

(12) When the Department is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

(13) All prior contracts for fire protection entered between the Department and the County shall be deemed terminated as of the effective date of this Agreement and this Agreement shall be deemed to supersede any prior contracts or other agreements.

(14) The Department understands and agrees that, in entering into this contract and providing services, it is acting as an independent contractor; neither the Department nor its employees, members or personnel shall be deemed or construed to be employees of the County.

(15) The Department shall indemnify and save the County harmless from any and all liability and expenses including attorney's fees, court costs and other costs incurred by County which are caused the negligence of the Department, its agents, members, employees and personnel to the extent of the Department's insurance coverage. For this reason, the Department shall maintain insurance coverage of a type and of an amount satisfactory to the County's Finance Director and shall cause the County to be named as an "Additional Insured" for liability coverage on all policies procured and shall provide a copy of insurance coverage at the time of execution of this Contract.

(16) This contract may not be transferred or assigned by the Department without the prior written consent of the County.

(17) The Department shall comply with all applicable federal, state and local laws, rules and regulations. Failure to do so will be grounds for immediate termination of this Contract.

(18) Unless otherwise specified, this Contract shall be governed by the laws of the State of North Carolina. All litigation arising out of this Contract shall be brought in the General Court of Justice in the County of Jackson, North Carolina.

(19) The terms and provisions herein contained constitute the entire agreement by and between the County and the Department, and supersedes all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof.

(20) E-verify: the Department shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Department utilizes a subcontractor, the Department shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

(21) Iran Divestment Act Certification: As of the effective date of this agreement, the Department is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statute § 147-86.58 The Department hereby certifies that he or she is authorized to make the foregoing statement.

(22) All notices which may be required by this Contract or any rule of law shall be effective when deposited in an official depository of the United States Postal Service or when received by hand-delivery as follows:

As to the County: Jackson County Manager  
401 Grindstaff Cove Rd Suite A207  
Sylva, NC 28779

With a copy to: Jackson County Fire Marshal  
1620 US Highway 441  
Sylva, NC 28779

As to the Department: Town of Sylva  
83 Allen Street  
Sylva, NC 28779

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate originals, one of which is retained by each of the parties hereto, on the day and year first above written.

ATTEST:

COUNTY OF JACKSON

\_\_\_\_\_  
Angela M. Winchester, Clerk to Board

\_\_\_\_\_  
Brian Thomas McMahan, Chairman  
Board of Commissioners

(county seal)

ATTEST:

TOWN OF SYLVA

\_\_\_\_\_  
Amanda W. Murajda, Town Clerk

\_\_\_\_\_  
Lynda Sossamon, Mayor

(seal)

NORTH CAROLINA  
JACKSON COUNTY

I, \_\_\_\_\_, a Notary Public, do hereby certify that BRIAN THOMAS McMAHAN personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that ANGELA M. WINCHESTER is Clerk to the Board, and that he is the Chairman of the Board of County Commissioners for Jackson County, North Carolina, the entity described in and which executed the foregoing and annexed instrument; that he knows the common seal of said County; that the seal affixed to the foregoing instrument is said common seal; that the name of the said Board of County Commissioners was subscribed thereto by said Chairman and that said Chairman and Clerk subscribed their names thereto and said common seal was affixed, all by order of the members of the Board of Commissioners for Jackson County, North Carolina, and said instrument is the act and deed of said Board of Commissioners.

Witness my hand and notarial seal this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(SEAL)

NORTH CAROLINA  
JACKSON COUNTY

I, \_\_\_\_\_, a Notary Public, do hereby certify that LYNDA SOSSAMON personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Mayor, and that AMANDA W. MURAJDA is the Town Clerk of TOWN OF SYLVA the corporation described in and which executed the foregoing instrument; that she knows the corporate seal of said Corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by said President; and that said President and Secretary subscribed their names thereto and said common seal was affixed, all by order of the Board of Directors of the corporation, and said instrument is the act and deed of said corporation.

Witness my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(SEAL)

This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Finance Officer, Jackson County, North Carolina