

NORTH CAROLINA
JACKSON COUNTY

THIS CONTRACT FOR FIRE PROTECTION and AUTOMATIC AID ASSISTANCE made and entered into, this the ____ day of _____, 2021, 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 **CASHIERS-GLENVILLE 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 **CASHIERS-GLENVILLE FIRE SERVICE DISTRICT** is an unincorporated rural fire district, organized pursuant to the laws of the State of North Carolina; and

WHEREAS, the County may levy and collect taxes for the use and benefit of the citizens in the designated county service district; and

WHEREAS, the County of Jackson desires to contract with the Department to provide fire protection and other emergency services within the boundaries of the **CASHIERS-GLENVILLE FIRE SERVICE 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, 2025 or until terminated by either party hereto upon ninety (90) days written notice to the other party.

(2) During the term of this contract, the Department agrees to provide fire protection and other 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 **CASHIERS-GLENVILLE FIRE SERVICE DISTRICT**.

(3) The County agrees to pay an amount reflected in the annual budget of the County for the Cashiers-Glenville Volunteer Fire Department. The County shall remit to the Department by the 15th day of each month the sum equivalent to one-twelfth (1/12th) of the total amount of the annual budget for the fiscal year in effect for the Term of this Contract as set forth in paragraph (1) above.

(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. Upon no less than ten (10) days notice and no more often than once every fiscal year, County may audit or use a reputable accounting firm to audit the Contractor's financial records relating to its performance under the Contract and shall make its records available to County or County's accounting firm for this purpose.

(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

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

Angie Winchester, Clerk to Board

Brian McMahan, Chairman
Board of Commissioners

(county seal)

ATTEST:

CASHIERS-GLENVILLE VOLUNTEER
FIRE DEPARTMENT, INC.

Bentley Fowler, Secretary

Glen R. Cone, President

NORTH CAROLINA
JACKSON COUNTY

I, _____, a Notary Public, do hereby certify that BRIAN McMAHAN personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that ANGIE 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 _____, 2021.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

(corporate seal)

NORTH CAROLINA
JACKSON COUNTY

I, _____, a Notary Public, do hereby certify that GLEN R. CONE personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that he is the President, and that BETTY FOWLER is the Secretary of CASHIERS-GLENVILLE VOLUNTEER FIRE DEPARTMENT, INC. the corporation described in and which executed the foregoing instrument; that he 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 _____, 2021.

Notary Public

(SEAL)

My Commission Expires:

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

This the _____ day of _____, 2021

By: _____
Finance Officer, Jackson County, North Carolina