



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Fire Marshal

Board Action

File #: 17-249

Commissioner Grant - Fire Marshal - To Approve An Automatic / Mutual Aid Fire Protection Service Contract Template for Use Between Gaston County and the Eight (8) Fire Departments Serving Incorporated Areas Within the County

STAFF CONTACT

Eric Hendrix - Fire Marshal - 704-866-3231

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The contracts between the County and the Volunteer Fire Departments (VFDs) to provide fire protection services throughout the unincorporated areas of the County were updated approximately two years ago. Much of the contract contents did not apply directly to the eight (8) fire departments that only provide service to incorporated areas, and at that time, it was decided to delay updating those contracts to allow additional time to make them more current / relevant. Due to an upcoming NC Response Rating System Survey inspection (ISO inspection) scheduled for September 11, 2017 for the City of Cherryville Fire Department, a new agreement was recently drafted that more accurately reflects the necessary documents required by the NC Office of State Fire Marshal to complete such surveys / inspections. This action will create a template to be used to update the contracts between the County and each of the eight (8) fire departments that serve incorporated areas within Gaston County. The eight (8) fire departments are listed below:

Belmont Fire Department
Bessemer City Fire Department
Cherryville Fire Department
Cramerton Fire Department

Dallas Fire Department
Gastonia Fire Department
Mt. Holly Fire Department
Stanley Fire Department

POLICY IMPACT

N/A

ATTACHMENTS

Proposed Draft Contract

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	Brown	Fraleigh	Grant	Hovis	Keigher	Philbeck	Worley	Vote
2017-174	07/25/2017	TP	BH	A	A	A	A	A	A	A	U

DISTRIBUTION:

Laserfiche Users

A=AYE, N=NAY, AB=ABSENT, ABS=ABSTAIN, U=UNANIMOUS

**AUTOMATIC AND MUTUAL AID AGREEMENT FOR FIRE PROTECTION SERVICES
(BETWEEN COUNTY AND MUNICIPALITIES)**

NORTH CAROLINA

GASTON COUNTY

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the _____, a bonafide fire department serving as an agency of the _____ and located in Gaston County, hereinafter referred to as the "Department," and ***Gaston County***, a political subdivision of the State of North Carolina, hereinafter referred to as the "County."

WITNESSETH:

THAT, WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize automatic and mutual aid assistance between fire departments whereby full authority may be exercised by fire departments to send firefighters and apparatus beyond the territorial limits which it normally serves, said act having been codified as Chapter 58-83-1 and similarly in Chapter 69-25.8 of the General Statutes of North Carolina; and

WHEREAS, the County has written automatic and mutual aid protocols which are utilized by the Gaston County 911 Communications Center on all fires and other emergencies whereby the dispatch of multiple departments is warranted; and

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan; by which each of them render aid to one another in case of a fire or other emergency incident; and

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic and mutual aid assistance, and 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, by action of the undersigned officials, on the _____ day of _____, _____, this agreement for reciprocal automatic and mutual aid assistance was duly authorized;

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. To activate the terms of this agreement as herein set forth, due to any fire or other emergency upon notification that an emergency does, in fact, exist and that aid is needed. The County will automatically dispatch available and/or requested personnel and apparatus into action to assist the needed party.

2. It shall be the responsibility of the commanding officer of the fire department of the responding party 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 party sending assistance.

3. The party responding to the request for automatic or mutual aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.

4. Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that responds for duty under the terms of this agreement and shall also assume all cost involving the use of apparatus,

equipment, and tools used specifically in response for aid and shall make no charge for such use to the party requesting assistance.

5. When any party contained in this agreement is providing automatic aid to a reported structural fire and/or alarm as part of a six (6) mile fire insurance district extension, it is agreed by said party to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water.

6. When fire department personnel respond pursuant to this agreement, 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.

7. Upon receipt of a request for assistance, and upon a determination by the appropriate fire department personnel that the request may be honored without impairing the capacity to provide fire protection within its own jurisdiction, the fire department may take such steps as necessary to furnish apparatus, personnel, and assistance to the requesting party as deemed appropriate. Such response shall remain solely the decision of the fire department of the responding party and no liability shall be incurred by any department on account of the absence from said jurisdiction of any or all of its firefighting apparatus, personnel, or equipment.

8. Signatory requirements for this agreement are as follows:

- (A) The City or Town Mayor / Manager shall execute this agreement on behalf of the Department and the City or Town Clerk shall attest the Mayor / Manager's signature and affix the official City or Town seal.
- (B) The County Manager shall execute this agreement on behalf of the County, and the Clerk to the Board of Commissioners shall attest the Manager's signature and affix the County seal.

9. Upon the execution of this agreement, all prior agreements between the parties shall be terminated and become void.

10. The term of this agreement shall become effective as of the date of execution by the parties hereto, and shall continue in force and effect for a period of one (1) year and shall automatically renew each year unless modified by mutual agreement or terminated by either party as provided herein.

11. The parties hereto may terminate this agreement upon thirty (30) days written notice to the other party, or for any breach of this agreement.

12. Notices required under the provisions of this agreement shall be made by registered mail, return receipt requested, to the following parties:

(A) If to County: County Manager
 P.O. Box 1578
 Gastonia, NC 28053

(B) If to Department: City or Town Mayor / Manager

13. This Agreement may not be amended except in writing signed by the parties hereto.

14. If any part of this Agreement is determined unconstitutional or illegal by a court of law, all other parts shall remain in effect.

15. E-Verify / ADA / Civil Right Statements:

APPLICABILITY: This certification is only required for individuals and business associations conducting business in the State of North Carolina and who employ twenty-five (25) or more employees in the state (not counting temporary seasonal workers employed nine months or less within a calendar year), regardless of the location of the vendor's headquarters. Subcontractors hired by in-state or out-of-state individuals or business associations, must also meet the aforementioned criteria. For information on E-Verify and methodology of compliance, see www.uscis.gov/e-verify; General Statute. 153A-449; Chapter 64, Article 2 of the North Carolina General Statutes.

CERTIFICATION: By signing and entering into this contract with Gaston County, I hereby certify that I comply with E-Verify, the aforementioned Federal program used to verify the work authorization of newly hired employees working in North Carolina. I certify compliance with the E-Verification program pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes. If applicable, I am also certifying that any subcontractor hired or used by me will comply with E-Verify, as described herein.

ADA AND CIVIL RIGHT CERTIFICATION OF COMPLIANCE: I hereby certify that I comply with all applicable federal civil rights laws, including the applicable provisions of the Americans With Disabilities Act.

IN WITNESS WHEREOF, the City / Town of _____ has caused this instrument to be duly executed in its corporate name by its Mayor / City-Town Manager, and attested by its City / Town Clerk and the County has caused this instrument to be duly executed in its name by the County Manager, pursuant to a resolution duly adopted by its Board of Commissioners.

This _____ day of _____.

ATTEST:

Town of

Clerk

Mayor / City-Town Manager

ATTEST:

GASTON COUNTY

Clerk to the Board

County Manager

County Attorney

I, _____, a Notary Public in and for Gaston County, North Carolina, do hereby certify that Donna S. Buff, this day, appeared before me and acknowledged that she is Clerk to the County Board of Commissioners of Gaston County and that pursuant to a resolution duly adopted by said Board, and as the act of Gaston County, the foregoing instrument was signed in its name by Earl Mathers, County Manager, sealed with its corporate seal and attested by herself as Clerk.

WITNESS my hand and Notarial Seal, this the _____ day of

_____.

Notary Public

SEAL

My Commission Expires: _____