

AGENDA APPOINTMENT FORM

October 3, 2011

Name: Harold Henrich

Name of Organization: Vance County Fire and EMS

Purpose of appearance: Present Proposed VFD Policies and Procedures

Request of Board: Action as Necessary

STATE OF NORTH CAROLINA
VANCE COUNTY
Fire Protection Contract

DRAFT

This Contract, made and entered into this ____ day of ____, 2011, by and between the Vance County, a political subdivision of the State of North Carolina, hereinafter referred to as the County, and the _____ Volunteer Fire Department, Incorporated, a non-profit corporation or division of a municipal government and existing under the laws of the State of North Carolina, hereinafter referred to as the Fire Department;

Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties hereto contract and agree as follows:

- 1) The County agrees that it will cause to be assessed or levied a special fire tax within statutory limits of the County; and will collect said fire tax as a part of the ad valorem taxes of the Vance County.
- 2) Funds collected by the County as a result of said special fire tax shall be distributed in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in Vance County and the provisions established by the Vance County Finance Office.
- 3) The County will compensate the _____ Volunteer Fire Department the sum of \$ 50,000 annually or such amount set by the County, payable monthly on or before the 10th day of each month during the term of this agreement, as compensation for providing fire protection and prevention service to those citizens living in the _____ Fire District.
- 4) Fire Protection service tax district (N.C. General Statute 153A-301) funds levied and collected by the County and paid to the Fire Department by the County shall be used for fire department operations: Fire protection and emergency services in the Fire District and other areas of response as dispatched and to meet the standards established by this agreement.
- 5) The Fire Department will furnish fire protection and related emergency services, as authorized by the Board of Directors of the Fire Department, within the Fire District and shall provide the necessary equipment, personnel, and those things necessary for furnishing such protection in the Fire District. The services shall be in accordance with minimum standards set forth in this agreement and all future amendments adopted in accordance with paragraph 25 of this agreement. The Fire Department shall furnish said fire protection without charge to all persons and property located in the Fire District in an efficient and workmanlike manner. This provision shall not prohibit the Fire Department from recouping costs and expense from incidents or from entering into contracts with the Federal, State, or local governments or utility companies for the provisions of emergency protection services for a fee.
- 6) The County may inspect the financial books and records of the Fire Department at reasonable times during regular business hours of the County. The Fire Department agrees that it will supply such financial books, records and information or verification as may be reasonably requested by the County. The Fire Department shall maintain a written accounting system which provides adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds subject to this agreement.

- 7) The Fire Department shall provide to the County an annual audit and accompany management letter prepared in accordance with generally accepted accounting principles and generally accepted auditing standards for the preceding fiscal year no later than 5:00PM on the last working day of October of the current fiscal year. The County agrees, upon the timely written request of the Fire Department, to make available an audit conducted at the Fire Department expense by an independent certified public accountant.
- 8) The Fire Department also agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the revenues to be collected by the County in the tax district served by the Fire Department as projected by the County for the upcoming year. Proof of such bonding shall be provided to the County prior to the disbursement of any funds by the County to the Fire Department. The Fire Department shall follow the applicable statutory procedures for letting of public contracts for fire apparatus, equipment, and construction.
- 9) The Fire Department shall submit an annual budget to the Vance County Fire Marshal no later than the last business day of February each year, containing financial needs of the Fire Department for the upcoming fiscal year commencing the 1st day of July, to the extent that such financial requirements are to be satisfied out of the Fire District tax revenues. Budget requests must be in writing with all supporting documentation and justification. The Fire Marshal shall review all budget requests and upon review, recommend these requests to the County Manager and County Commissioners for consideration.
- 10) All requests for loans that require a resolution of support by the Board of Commissioners must be presented to the Vance County Fire Marshal 45 days prior to the Board adopting the resolution. The Fire Marshal will review all resolution requests for recommendation to the Board of Commissioners. The Fire Department must submit all supporting documentation for justification.
- 11) The Fire Department, during the period of this contract is in effect, shall remain incorporated and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A true copy of the Articles of Incorporation, existing By-Laws, and any changes made from time-to-time to either will be filed with the County. The Fire Department will adopt By-Laws, which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Fire Department Board of Directors shall be representative of the citizens within the fire district and are encouraged to include non-member citizens.
- 12) In the event of a liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department's Charter and the Internal Revenue Service Nonprofit 501(c)(3) Corporation Act. In the event there is no plan for distribution of assets, all assets and equipment shall be dispersed to other departments under direction of the County.
- 13) Failure to provide protection or meet conditions as contemplated in this contract may result in the County withholding any and all funds unless a plan for compliance or resolution is made.

- 14) The Fire Department shall obtain and keep in force during the term of this contract the following minimum insurance coverage:
- a. Worker's Compensation
 - i. Coverage for all paid and volunteer emergency workers for statutory limits in compliance with applicable state and federal laws.
 - b. Comprehensive General Liability, Malpractice and Errors and Omissions
 - i. \$100,000.00 for property damage per occurrence
 - ii. \$500,000.00 for property damage aggregate
 - iii. \$500,000.00 for personal bodily injury to any one person; and
 - iv. \$1,000,000.00 for bodily injury aggregate per single accident or occurrence.
 - c. Business Auto Policy
 - i. \$1,000,000.00 for bodily injury and consequent death per occurrence
 - ii. \$500,000.00 for bodily injury and consequent death to any one person; and
 - iii. \$500,000.00 for property damage per occurrence.
 - d. Upon request, the Fire Department shall furnish the County a certificate of insurance.
 - e. The Fire Department agrees to fully indemnify and hold harmless the County, its officers, agents, employees, boards, commissions, and agencies against all loss, liability, claims or actions for damages to persons or property arising out of omissions of the Fire Department, its employees, or agents, or to which the Fire Department's negligence shall in any way contribute.
- 15) The Fire Department shall provide services within the _____ Fire Insurance District (N.C. General Statute 153a-233) and maintain a minimum of a 9S rating or better with the North Carolina Department of Insurance, Office of State Fire Marshal, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations. The Vance County Fire Marshal shall conduct an annual inspection of the department to verify that these standards are being met.
- 16) The Fire Department shall maintain a copy of all emergency responses for a minimum of five (5) years and shall provide upon request a copy of same to the Vance County Fire Marshal's Office or other appropriate agency. The Fire Department shall submit fire reports electronically to OSFM in a timely manner, utilizing NFIRS Incident Reporting software.
- 17) The Fire Department shall provide annually to the Vance County Fire Marshal's Office a current and complete roster of members of the Fire Department to include contact numbers for the Chief and Assistant Chief(s).

- 18) The Fire Department shall be responsible for the training of all its personnel in accordance with the rules and regulations of the North Carolina Office of state Fire Marshal, North Carolina Office of Emergency Medical Service, Vance County EMS First Responder Program and other federal, state agencies or otherwise with commonly accepted professional standards, so as to qualify such personnel to perform the services required by this contract.
- 19) The Fire Department will be required annually to join and become a member in good standing with the Vance County Firemen's Association. The Fire Department will be required to attend and to participate in the Vance County Firemen's Association meetings and shall be required to attend a minimum of six (8) Association meetings. If the department misses a meeting it shall be the Fire Chief's responsibility to obtain any pertinent information that was discuss at the meeting from the President.
- 20) The Fire Department agrees to provide automatic and mutual aid services to other emergency services providers in Vance County. The Fire Department understands that other agencies will maintain their own liability policies and be responsible for their own expenses. The Fire Department further agrees that it will be responsible for its own expenses while responding mutual aid to another agency within the county. The current automatic aid agreement is included in Appendix A of this contract.

In areas where the district has been extended to six miles, the Fire Department agrees to maintain agreements with adjoining districts to respond with a minimum of one apparatus capable of transporting a minimum of 1,000 gallons of water to all alarms involving reported structure fires. This apparatus will be dispatched simultaneously with the department whose district the incident is occurring within.

- 21) The following minimal performance standards are agreed upon by the County and the Fire Department and are part of this contract:
 - a. The Fire Department shall comply with the procedures for radio communications and established protocols for the dispatch of emergencies as defined by the Vance County Communications Center Protocols.
 - b. The Fire Department officer in charge at all fire scenes shall contact the Vance County Fire Marshal's Office to determine the origin and cause of every fire.
 - c. The Fire Department shall keep all records on site for minimum period of five (5) years. All State and County required reports and rosters shall be submitted by the requested deadlines.
 - d. If pressurized fire hydrants are located within the district, the Fire Department shall adhere to the guidelines established by the City of Henderson Public Utilities Department for the flowing of hydrants. The Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system.
 - e. The Fire Department shall follow the Vance County Emergency Operations Plan when responding to an emergency or disaster.

- f. During a declared State of Emergency affecting the County the Fire Department shall assist, within the limits of its personnel and equipment and capabilities and with deference to its primary response district, to the extent possible with the following services: 1) Debris removal from roadways; 2) Traffic Control; 3) Alert and notification; 4) Search and rescue; 5) Evacuation; and 6) other life saving and property protection measures as necessary. Request for additional assistance outside the primary response district shall be directed to the Fire Chief or designee. All operations shall be in accordance with the Vance County Emergency Operations Plan.
- g. The Fire Department should have a public fire/life safety education program or similar activities for, at a minimum, educating persons regarding life safety from fire.
- h. Each Fire Department may elect to voluntarily participate in certain services. Each department that provides these services shall be contracted or franchised for the operation of such service, pursuant to the rules set forth by the Vance County Board of Commissioners. Vance County recognizes that responses to these calls are within the limits of its available personnel. If the Fire Department has chosen to participate in any of these programs, the agreements can be found as Appendices of this contract:

SERVICE	APPENDIX #
First Responder Program	B
Rescue Services	C
Other Services	D

- 22) This agreement shall become effective the _____ day of _____, 2011 and remain in effect for a period not to exceed two years, subject to the continued legal existence of the Fire District and the Fire Department, and further subject to the termination provisions of paragraph 24 hereof.
- 23) This agreement may not be transferred or assigned by the Fire Department, nor may the services contracted for herein be sub-contracted to other parties unless approved by Vance County.
- 24) This contract may be terminated by either party upon advance notification to the other party by certified mail at least sixty (60) days prior to termination.
- 25) Either party may propose an amendment to this agreement by submitting the amendment in writing at least sixty (60) days in advance of the amendment's proposed effective date. Amendments to this agreement must be approved by both the County and the Fire Department prior to becoming effective.
- 26) If any part of this Contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate, distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this Contract.

- 27) This contract is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are partied hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 28) The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representations, or agreements, either oral or written between the parties hereto with respect to the subject matter hereof.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the Chairman of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and the Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, all by the authorization of its Board of Directors duly given.

Vance County Board of County Commissioners

By: _____
Chairman: Eddie Wright

Attest:

Clerk to the Board

Fire Department

By: _____
President, Board of Directors

Fire Department

By: _____
Fire Chief

Fire Department

Attest:

Secretary

State of North Carolina
Vance County

Fire Protection Contract

Appendix A

County Automatic Aid Agreement

**Automatic/Mutual Aid Agreement Between
The
Fire Departments Serving Vance County**

**State of North Carolina
County of Vance**

THIS AGREEMENT made and entered into this the 16th day of February 2007 among and between the rated fire departments of Vance County, North Carolina.

WITNESSETH:

That whereas, the General Assembly of North Carolina did enact into law, the act codified as 58-83-1, Authority to send firemen and apparatus beyond territorial limits; privileges and immunities, of the General Statutes of North Carolina, stating: "A county, municipal corporation, fire protection district, sanitary district or incorporated fire department shall have full authority to send, or to decline to send, firemen and apparatus beyond the territorial limits which it normally serves.

When responding to a call and while working at a fire or other emergency outside the territorial limits which it normally serves, members and employees of county, municipal corporation, fire protection district, sanitary district and incorporated fire department shall have all authority, rights, privileges and immunities including coverage under the Worker's Compensation Laws, as they have while working at a fire or other emergency inside the territorial limits normally served.

A county, municipal corporation, fire protection district, sanitary district, or incorporated fire department, in attending an emergency or answering a call outside the limits of the county, municipal corporation, fire protection district, sanitary district, or other area normally served, shall have all authority, rights, privileges, and immunities that it would have in attending an emergency or answering a call inside the territorial limits normally served.

WHEREAS, any out of county request for assistance will be conveyed to the chief of the fire department or his designated representative so as to render a decision in conjunction to the authority, rights, privileges and immunities granted by North Carolina General Statute 58-83-1;

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a predetermined format to address the procedures and responsibilities by which each of them might render aid to the other in a routine daily response, or, as well as in the case of conflagration, holocaust, a civil disorder or natural disaster, any of which demand fire services to a degree beyond the existing capabilities of either party.

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for mutual assistance in order to provide for an enhance fire protection and in order to increase fire defenses and to assure their respective community and Vance County of adequate protection:

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

1. Upon receiving a report of a structure fire, the Vance County Communication Center will dispatch the fire department that provides primary coverage to the area. In addition to the primary provider, an automatic aid fire department that is closest in geographical proximity to the fire scene will be dispatched as well.
2. It shall be the responsibility of the chief of the fire department of the responding party that all personnel responding to the request for assistance shall be properly trained, at a minimum for interior structure firefighting properly equipped with personal protective equipment to perform any needed tactical or support functions, are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
3. Automatic aid shall consist of a rated tanker with a minimum of 1,000 gallons of water and up to five (5) additional firefighters to respond from the station. Automatic aid shall be utilized on any residential, business, manufacturing, industrial, assembly, or educational structure. Any additional mutual aid departments and/or resources will be dispatched to an incident by the Vance County Communications Center as requested by the fire chief or officer in charge (OIC).
4. All departments should have in place policies and procedures to address request for assistance to assembly at the station prior to an incident to minimize radio traffic.
5. In all responses involving automatic aid or mutual aid, the fire chief or the designated representative of the district in which an emergency occurs shall be ultimately responsible for the direction and control of fire ground operations. All incoming providers of automatic aid or mutual aid will report to the designated staging area or to the OIC. All fire ground operations shall be geared towards ICS-200 procedures for managing the incident as practically as possible.
6. Each party to this agreement shall assume all liability and responsibility for the death of, or injury to, any personnel of their own department responding to the request for automatic aid or mutual aid.

7. The party responding under the terms of this agreement shall assume no responsibility or liability for property damaged or destroyed at the actual scene of any civil disorder, holocaust, conflagration or natural disaster due to firefighting and/or rescue operations, fire control tactics and strategy or other operations as may be required or ordered; said liability and responsibility shall rest solely with the party requesting such aid and within who boundaries the property shall exist, or the incident occurs.
8. The party responding to the request for 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 their own apparatus while in route to or returning from a specific location.
9. The party who requests automatic aid or mutual aid shall be in no way deemed liable or responsible for the personal property of the members of the fire department of the responding party which may be lost, stolen or damaged while performing their duties under the response terms herein.
10. Each party to this agreement shall assume all costs of compensation for its own personnel that responds for duty under the terms of this agreement, and shall also assume all costs involving the use request for aid and shall make no charge for such use to the party requesting assistance.
11. Upon receipt of a request for mutual aid by the chief or officer in charge receiving the request and upon a determination by the chief or officer in charge that the request may be honored without impairing the capability to provide for fire protection within its own jurisdiction the chief or officer in charge of the fire department may take steps as necessary to furnish apparatus, manpower and assistance to the requesting party as he deems appropriate. Such response shall remain solely the decision of the chief or officer in charge of the fire department of the responding party.
12. The fire department in whose community the emergency exists, and who places the request for assistance, shall in all instances be in command of the emergency as to the aspects of strategy, fire control tactics and overall direction of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the chief firefighting officer in command of the responding party.
13. No party to mutual aid shall be bound to send apparatus, personnel, or equipment to the assistance of the other, but every effort should be made to furnish such assistance. Appropriate equipment, if in the judgment of the chief or officer in charge of the fire department of either party that such dispatch would not impose upon his own respective community a serious impairment to the fire defenses and fire protection.

14. In the event of a major fire operation dictating the commitment of a major compliment of apparatus and personnel from a specific area, the need for a change of quarters of apparatus and/or personnel by move-up should be addressed by the fire chief or officer in charge. When implementing "move-up" of resources, the Vance County Communication Center shall dispatch the requested department to a specified station or location for stand-by. A move departmental response shall consist of one (1) engine company that is adequately staffed with four (4) personnel to provide independent response until additional resources may arrive from a remote location. "Move-up" resources shall remain on post until released by the fire chief or officer in charge requesting their assistance.
15. Any response to a hazardous materials incident shall be by personnel trained at a minimum of operations level and equipped with structure firefighting protective clothing and positive pressure self-contained breathing apparatus.
16. Any response to a wild land fire incident shall be by personnel equipped with wild land fire suppression clothing and it shall be the responsibility of the chief of the fire department of the responding party that all personnel responding to the request for assistance shall be properly trained.
17. All provisions of mutual aid during times of man-made and/or natural disasters shall follow the guidelines spelled out in the Vance County Emergency Operations Plan. As spelled out within this plan, the responsibility of the fire department shall parallel their routine duties with the Emergency Services Office serving as the liaison and facilitator of overall disaster fire operations.
18. Either party may, at any time, withdraw from this agreement through their respective Board of Directors and the Vance County Firefighters Association upon serving of a thirty (30) day written notice.
19. When fire department personnel are sent to another community pursuant to this agreement, the jurisdiction, authority, rights, privileges and immunities, including coverage under the Workers Compensation Laws, which they like benefits and authorities are, or could be afforded to the area located between their respective communities, when said personnel are acting within the scope of the authority conferred by this agreement;

WHEREFORE, the rated fire departments of Vance County have caused this instrument to be signed by their duly authorized officers the day and year first above written in multiple originals, with each rated fire department to retain a signed copy of the original for its records. This agreement supersedes all previous automatic aid and mutual aid agreements and shall remain in full force until amended.

The attached signatures are binding for the entire automatic aid and mutual aid agreement among and between the rated fire departments serving Vance County dated this the 16th date of February 2007.

ATTEST:

Bearpond Fire Department

Michael K. Anderson
Chief

Stephen J. Lybe
President

City of Henderson Fire Department

David E. Wilbur
Chief

Robert B. Blaylock
Assistant Chief

Cokesbury Fire Department

Michael J. Coghill
Chief

Michael J. Coghill
President

Drewry Fire Department

Charles Holtzman
Chief

Charles Holtzman
President

Epsom Fire Department

Randy Seal
Chief

Steve High
President

Hicksboro Fire Department

Chris Blum
Chief

Gregory A. Faulkner
President

Kittrell Fire Department

Lawrence K. Pull
Chief

William M. Taylor
President

Townsville Fire Department

Paul W. Taylor
Chief

Keith S. Clark
President

Vance County Fire Department

James E. Wilburn
Chief

Robert B. Floyd
Assistant Chief

Watkins Fire Department

Steven S. Clayton
Chief

Ann B. Overton
President

State of North Carolina
Vance County

Fire Protection Contract

Appendix B

First Responder Program

State of North Carolina
Vance County

Medical First Responder Agreement

WHEREAS, Vance County and all emergency medical providers desire to promote better medical care for its constituency: and,

WHEREAS, that in cases of severe life threatening illness and or trauma, the intervention of trained personnel at the earliest possible time can greatly enhance the chances of recovery by the victim; and,

WHEREAS, Fire Departments agreeing to participate in the First Responder Program have been franchised by Vance County Government for that purpose;

THEREFORE, let it be resolved that Bearpond Fire Department agrees to become a participating party in the Vance County First Responder Program and that the following provisions and conditions will be in force and that the parties to this understanding agree to abide by the following:

- A. The Fire Department will organize and maintain a first responder unit that will comply with the applicable terms of the Vance County EMS System Plan.
- B. The Fire Department will be available for response twenty-four hours daily to the extent possible, realizing that the number of first responders may be limited.
- C. The Fire Department first responders will respond to the scene of a medical emergency when dispatched by Vance County Communications.
- D. The Fire Department will assure that all first responder designated personnel receive adequate first responder training annually (24 hours).

This agreement will be in effect from July 1, 2011 until such time as either party terminates the agreement upon sixty (60) day written notice to withdrawal from the program.

Executed this the 1st day of July, 2011

EMS Director
Vance County

President / Chief
Bearpond Fire Department

Appendix C

Rescue Services

State of North Carolina
Vance County

Rescue Services Agreement

WHEREAS, Vance County and the Vance County Fire Departments desire to provide and promote the highest level of emergency services possible for Vance County; and,

WHEREAS, the Fire Department is currently under contract with Vance County to provide fire protection and first responder and is a participant in the Vance County Mutual Aid Agreement; and,

WHEREAS, the Fire Department voluntarily agrees to accept additional emergency duties for its designated geographic area; and,

NOW THEREFORE, let it be resolved that Bearpond Fire Department agrees to become a participating party in the program(s) indicated below:

- Extrication Services Provider
- Light Rescue Provider (as outlined by N.C. Association of Rescue and EMS)
- Medium Rescue Provider (as outlined by N.C. Association of Rescue and EMS)
- Heavy Rescue Provider (as outlined by N.C. Association of Rescue and EMS)
- Water Rescue

AND THEREFORE, let it be resolved that the following provisions and conditions will be in force and that the parties to this understanding agree to abide by the following:

- A. The Fire Department will maintain the necessary equipment to provide the service(s) indicated above.
- B. The Fire Department will ensure that members involved are properly trained to provide the service(s) indicated above.
- C. The Fire Department will be available for response twenty-four hours daily to the extent possible, realizing that the number of responders may be limited.

This agreement will be in effect from July 1, 2011 until such time as either party terminates the agreement upon sixty (60) days written notice to withdraw.

Executed this the 1st day of July, 2011

Fire Marshal
Vance County

President / Chief
Bearpond Fire Department