

NORTH CAROLINA  
RUTHERFORD COUNTY  
TOWN OF LAKE LURE

FIRE/RESCUE/MEDICAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the TOWN OF LAKE LURE, hereinafter referred to as the Town, and the FAIRFIELD MOUNTAINS VOLUNTEER FIRE DEPARTMENT, INC., hereinafter referred to as the Fire Department;

WITNESSETH:

WHEREAS, the Town of Lake Lure is responsible for fire protection inside the corporate limits and the Lake Lure Municipal Fire Department, charged with this responsibility, cannot cover the entire area from one fire station and meet ISO (Insurance Services Office) requirements; and

WHEREAS, North Carolina General Statute 160A -20.1 and 160A - 11 provides that Municipalities may provide for fire protection in a fire protection district by contracting with any incorporated nonprofit volunteer or community fire department; and

WHEREAS, the Fire Department is a nonprofit corporation organized to furnish fire protection to the citizens of its district; and

WHEREAS, the Town and the Fire Department desire to enter into this agreement for the Fire Department to provide aid with fire protection for and within the District inside the boundaries of the Town; and

WHEREAS, the Town and the Fire Department also desire to enter into this agreement for the Fire Department to provide aid with necessary emergency protective measures in times of emergencies/disasters. These measures include but are not limited to debris removal for access of emergency vehicles, traffic control, and other life saving and property protection within the scope of the Fire Departments resources; and

WHEREAS, the Town and the Fire Department also desire to enter into this agreement for the Fire Department to provide aid with rescue services and medical response to the extent of their training and ability; and

WHEREAS, the Town and the Fire Department also recognize that a positive working relationship based on mutual respect and trust between the departments is vital to providing the highest level of care possible to protect lives and equipment, not only of citizens but of department personnel.

NOW, THEREFORE, in consideration of the premises and of other good and valuable considerations, the parties hereto contract and agree as follows:

## SERVICES

1. FIRE PROTECTION. The Fire Department shall furnish adequate fire protection within the Town in cooperation with the Lake Lure Municipal Fire Department and shall provide the necessary equipment, personnel, water, and all things necessary for furnishing adequate fire protection in the Town. The services shall be in accordance with minimum standards set forth by the Rutherford County and the North Carolina Department of Insurance and in accordance with ISO recommendations. The Fire Department shall provide workmen's compensation insurance coverage applicable to all Fire Department personnel, regardless of status, at least to the extent required by law. The Fire Department shall furnish said fire protection without charge to all persons and property located in the Town limits in an efficient and workmanlike manner. The Fire Department shall discharge its obligations in a timely manner and perform its duties in a professional manner.
2. EMERGENCY RESPONSE. The Fire Department agrees to provide the following services in times of emergencies/disasters: debris removal for access of emergency vehicles, traffic control, and other life saving and property protection measures as necessary.
3. RESCUE & MEDICAL. Rescue and Medical service may be provided to the level of training, certification, and in accordance with medical contract with county.

## PROCEDURES

4. STANDARD OPERATING GUIDELINES. Per the Insurance Services Office requirements, the Lake Lure Municipal Fire Department and all contract departments shall work inside the Town with the same set of Standard Operating Guidelines (SOGs). This set of procedures will be the most recent version of procedures adopted by the Lake Lure Municipal Fire Department. Procedures will be based on sound practices and adopted standards in the professional fire service and developed by the department chiefs. Both the Lake Lure and contract departments will train at least annually on the procedures.
5. DISPATCHING AND CANCELLATION. Contract departments will be dispatched in conjunction with the Lake Lure Municipal department inside their contracted area of the Town, and to all structure fires inside Lake Lure Town Limits. Contract departments responding inside the Town of Lake Lure and arriving on scene before Lake Lure Fire Department will give an assessment via radio. If no further resources are needed, the responding department on scene may cancel additional resources under the following guidelines:
  - a. Care should be taken to not prematurely cancel calls, particularly where flare-ups may occur (structure or woods fires) or additional manpower, equipment or /expertise would be beneficial.
  - b. The Lake Lure Municipal Fire Department will respond to all structure fires within the town limits. In the event of structure fires where an officer from the contracted department determines that no additional resources are needed, the Lake Lure responders may be reduced to non-emergency traffic and will provide

support on scene for administrative tasks such as investigations and incident documentation.

6. TRAINING. All fire departments will participate in joint training to ensure better coordination of activities on the scene of incidents. All officers from each department will take officer training annually as recommended by ISO.
7. PERSONNEL. Lake Lure Municipal and contract departments will follow the county guidelines for identifying interior and non-interior firefighters based on fire firefighters who have met the standards for NFPA 1403. Each department will share a roster with each other department annually of members and their certifications to enhance safety and coordination of training.
8. MAINTENANCE OF STATUS. The Fire Department will maintain its current rating or better with the North Carolina Department of Insurance as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes and/or Section 501 (c) (3) of the Internal Revenue Code. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations.

#### EXPECTATIONS AND ISSUE RESOLUTION

9. COMMUNICATION. The Fire Department and Lake Lure Municipal Fire Department commit to working in a professional manner with each other and with all contracted departments. All communications, conversation, and working relationships will be such that they are not detrimental or derogatory toward any other department or its members. All members should treat each other with mutual respect. This shall hold true both on scene, training events and in general all members should speak positively of and promote each other's departments to promote public confidence and build good inter-department relations.
10. ISSUE RESOLUTION. Any concerns or issues one department may have with another will be addressed by the Chiefs of the two departments in a timely manner. Issues between individuals or departments on scene should be addressed after the incident and not on scene unless the issue is affecting the operations at the incident. Unresolved issues will be escalated to a meeting of the Department Chiefs for review and action, and to the Town Manager if necessary.
11. INCIDENT REVIEWS. With the aim of continuous improvement, the fire departments will jointly participate in after-action reviews of large scale incidents or incidents where difficulties were encountered in communication, cooperation, and or operations. These debriefings will not be an effort to assign blame, but to identify opportunities for improvement, to give appreciation and commendation. In some instances, the review may lead to revisions of the Standard Operating Procedures as agreed upon by the District Chiefs. Any Chief can request a debriefing of an incident.

## FUNDING

12. The Town of Lake Lure agrees that it will provide funding to the Fire Department in each fiscal year while this contract is in place. The amount of the funding will be determined annually, considering these factors:
  - a. The cost to the Fire Department for providing services within the Lake Lure Fire District, as projected in an annual budget request submitted to the Town Manager.
  - b. The cost to the Lake Lure Municipal Fire Department for providing services within the Lake Lure Fire District, as projected in an annual budget request submitted to the Town Manager.
  - c. The total funds projected to be available for fire service within the Town of Lake Lure fire district
  - d. The services and capabilities of the Fire Department and the contracted coverage area.
13. The funds shall be paid to the Fire Department within the fiscal year in two payments during the year. Payments shall not exceed the amount budgeted by the Town Council in the particular fiscal year for fire protection within the Town.
14. All funds paid to the Fire Department by the Town of Lake Lure shall be used to provide fire protection within the Town of Lake Lure except as may be otherwise provided through mutual aid agreements. The Fire Department shall use the funds subject to this agreement in accordance with the annual Budget of the funds, which is approved and adopted by the Town Council, which is incorporated automatically herein by reference each year. No change or alteration in the amount of money budgeted by the Town may be made without the express approval of the Town Council. The Budget detail may be amended with the approval of the Town Manager, within the funds made available by this agreement.
15. An annual financial audit will be performed as required by Rutherford County and a copy submitted to the Town as soon as available. The Fire Department agrees that it will supply such records, information or verification relating to expenditures of the funds or the operations of the Fire Department as may reasonably be requested by the Town. The Fire Department shall maintain a written accounting system which provides adequate documentation of all of its receipts and disbursements including those related to the funds subject to this agreement.
16. In the event the Fire Department fails to continue to render fire protection, or upon the failure of the Fire Department to meet the standards and expectations set forth herein, no further funds shall be paid by the Town to said Fire Department until remedied.

## PERIOD AND RENEWAL

17. This Agreement shall become effective as of \_\_\_\_\_, 2021 and remain in effect through the 2021/22 fiscal year. This agreement shall automatically renew annually with the adoption of the Town's fiscal year budget, unless either party has indicated in writing their intent to not renew the agreement.
18. This Agreement may not be transferred or assigned by the Fire Department without the written consent of the Town.

IN TESTIMONY WHEREOF, the Town has caused this instrument to be executed by the Mayor and Town Council and attested by the Town Clerk, and the Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by authorization of its Board of Directors duly given, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

TOWN OF LAKE LURE  
FIRE/RESCUE/MEDICAL SERVICES AGREEMENT

ATTEST:

\_\_\_\_\_  
Town Clerk- Michelle Jolley

By: \_\_\_\_\_  
Mayor- Carol Pritchett

Fairfield Mountains VFD

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary