

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

FIRE PROTECTION AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2021, by and between

TOWN OF PNEVILLE (hereinafter "Town"), a municipal corporation located in Mecklenburg County, North Carolina; and

THE PINEVILLE-MORROW VOLUNTEER FIRE DEPARTMENT AND RESCUE, INC. (hereinafter "Department"), a North Carolina nonprofit corporation.

WITNESSETH:

WHEREAS, the Town is a municipal corporation organized and existing to provide municipal services to its citizens the laws of the State of North Carolina; and

WHEREAS, the Town desires to provide fire protection services to its citizens; and

WHEREAS, the Department is a volunteer fire Department organized and existing under the laws of the State of North Carolina, and is presently providing fire protection to a geographically defined area which includes the Town; and

WHEREAS, the Department is capable, equipped, and competent to provide fire protection services to and on behalf of the Town and its citizens; and

WHEREAS, the Town recognizes that a valuable public service is performed for and on behalf of its citizens by the Department and that the existence of the Department makes it unnecessary for the Town to consider the provision of municipal firefighting Services at this time; and

WHEREAS, Section 160A-20.1 of the General Statutes of North Carolina authorizes the Town to enter into contacts with private entities to carry out public purposes.

WHEREAS, from time to time in the past, the Town has supported and assisted the Department in various ways in fulfilling its worthwhile activities and intends to continue to do so in the future, to the extent possible; and

WHEREAS, the laws of the State North Carolina permit the Town to make financial contributions to the operation of volunteer fire department within their jurisdiction, without requiring such support; and

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

1. The Department shall provide fire protection services within the corporate limits of the Town and Within any area subsequently annexed into the Town. The Department shall always in conducting its operations, comply with all local, state/ and federal laws and regulations with respect to personnel training, equipment, and other matters of like kind, as said laws and regulations exist and as they may be changed from time to time.
2. The Department shall appoint a fire chief, train, and provide fire fighters; establish, organize, equip, and maintain a fire Department; and prescribe the duties of the fire Department all on behalf of the Town. .
3. The Town shall provide access to, at no cost to the Department, the equipment, vehicles, land, structures, and other property
4. This shall commence on the date hereinabove written and shall continue in effect for a term of one (1) calendar year from said commencement date and shall be automatically renewed for successive of one (1) year, unless terminated by either party upon 180 days written notice prior to the year in which the Agreement is then in effect.
5. This Agreement may be terminated upon sixty (60) days written in the event the Department should lose its present rating. Further, the Department agrees to pursue improvement to its rating through whatever actions necessary.
6. The fire chief and fire fighters provided by the Department shall remain officers, employees, agents, and/or volunteer fire fighters under the authority of the Department and shall at no time be officers, agents, or employees of the Town, while acting in an official capacity with the Department. Nothing herein shall prohibit current or future officers or employees of the Town from accepting official duties with the Department as individuals and while on their own time.
7. Nothing herein shall prevent the Department from providing fire protection services outside the Town, provided the Department the capability to always provide protection services to the Town.
8. The Department shall provide at least the level of service to the Town that is being provided on the date hereof.
9. The Department shall require all active members to be subject to the drug screening policy of the Town.

10. So long as the Department shall be in full compliance with the provisions of this Agreement, the Town may make voluntary contributions in cash or in kind, from time to time, to assist the Department in carrying out its public service. It is the present intention of the Town to continue to assist the Department to the extent possible by making voluntary contributions in cash, or in kind in the future. The Town intends to continue working with the Department in a spirit of cooperation and mutual understanding toward providing the needs of the citizens of this community. To that end, the Town intends to continue to receive written requests from the Department for assistance in the performance of its responsibility and the Town further intends to consider any such reasonable request as part of its normal budgetary processes. The Department agrees that at no time shall any funds or in-kind contributions received by it from the Town inure to the benefit of any individual, firm or corporation, or be used for any purpose which is not directly related to the provision of fire protection services.

- a While the Town hopes that it be able to assist the Department in the future as it has in the past, the parties agree that nothing contained in this Agreement shall be construed so as to require the town to make any contributions in any year or at any time in cash or in kind, it being specifically agreed that it is the sole province of the Town as a governmental body to comply with all requirements for budgeting and expenditure of public funds; provided further that the parties agree that it is the sole discretionary responsibility of the Town Council of the Town to make such determinations as to the expenditure of public funds as it, in the exercise of its discretionary governmental responsibility, deems to be in the best interest of the citizens.
- b To the extent the Town may voluntarily budget an annual contribution to the Department in any fiscal year, the Town will pay whatever annual contribution may be budgeted in one payment, said payment to be made in December.
- c The Department agrees to provide a staff of three certified firefighters (not including volunteers) for 24 hour per day coverage, 7 days per week to ensure adequate coverage and to complete fire department related duties. Eligible staff must be members of the Department, meet minimum certification and agility standards, and have a current NC Emergency Medical Technician certification. Qualified applicants will be paid part-time employees of the Department the Town agrees to fund the program at an amount at least the amount appropriated at the time of this agreement annually; based on a set hourly wage per position. Payment will be made through reimbursement made directly to the Department Reimbursement will be made on a monthly basis upon receipt of an invoice and a monthly work report submitted by the Department. Funding of this program will be reviewed annually by the Town during its budget process, with consideration given to written requests provided by the Department. The Town reserves the right to adjust the amount annually as deemed appropriate.
- d The Town agrees to initially loan three full time employees to the Department to act in a Firefighter / Driver position who will remain employees of the Town. The Town reserves the right to adjust the amount annually as deemed appropriate.

11. The Department agrees that in any fiscal year in which the Town may contribute in cash or in kind, it shall have an audit of its books and records performed for that fiscal year by a licensed, certified public accountant who shall provide the Town with a copy of its said audit report.
12. The Department shall continue to solicit funds for its operation from sources other than the Town.
13. The parties agree that the Department is not a department of the Town and the Town assumes no responsibility for the training of the Department, or for the delivery of its services. The parties further agree that at no time shall the Department operate or appear to operate as an agent of the Town and that no such agency relationship has in the past, does now, or will in the future exist. The Department shall indemnify and hold harmless the Town from and against all damage, including injury to persons or property, expenses or other liability which may result from, arise out of, or be brought by reason of the implementation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement and by their appropriate officer all by authority duly given by its Board of Directors and/or Town Council the day and year above written for the uses and purposes contained herein.

Jack Edwards, Mayor

Jonathan Hennessy, President

Attest:

Barbara Monticello, Town Clerk

Michael Gerin, Fire Chief