



# MEMORANDUM

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**To:** Mayor and City Councilors

**From:** Rich Olson, City Manager

**Date:** April 9, 2015

**Re:** Consideration – Authorization to Execute Contract for Fire Protection Services with Pasquotank County

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**BACKGROUND:**

The City of Elizabeth City has been providing fire protection to the Central Fire District in Pasquotank County since 1955. The City entered into a new fire protection contract with Pasquotank County in 2012. That agreement is a three-year agreement and included no increase in year one of the agreement and a 5% increase in the second and third years. City and County staff met several weeks ago to discuss the renewal of the agreement, which calls for a 3% per year increase beginning next fiscal year. The agreement's term ends in 2018. The structure of the agreement is the same as the previous agreement, only the dollar amounts in the agreement and several dates changed. Please refer to the attached agreement, which has been prepared in an add-delete format for easy reference.

**ANALYSIS:**

The contract provides needed services to the Central Fire District and assures that mutual aid will be received and given as needed, not only in the County but in the City limits. The City of Elizabeth City approved and updated the mutual aid agreement with Pasquotank County in 2010. The previous contract reflected the realignment of fire districts, which has not changed with this proposed renewal. The revised agreement calls for the City to receive \$386,038 in FY 2015-2016, \$397,619 in FY 2016-2017 and \$409,547 in FY 2017-2018, which is the last year of the agreement. If the County decides not to renew the agreement, they must notify the City by December 31, 2017.

I have been advised by County Manager Rodney Bunch that the Board of Commissioners approved the proposed new agreement contingent upon Council approval during their meeting of April 6, 2015.

***FINANCIAL:***

The Finance Committee discussed this matter during their meeting of April 9, 2015. Upon motion made by Mayor Peel, seconded by Councilman Donnelly, this consideration was unanimously recommended for approval by the full City Council during the meeting of April 13, 2015.

***STAFF RECOMMENDATION:***

By motion, authorize Mayor Joseph W. Peel to execute the attached Contract for Provision of Fire Protection Services to be effective July 1, 2015.

RCO/vdw

NORTH CAROLINA

CONTRACT FOR PROVISION OF  
FIRE PROTECTION SERVICES

PASQUOTANK COUNTY

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, ~~2012~~ 2015, by and between the CITY OF ELIABETH CITY, a body corporate and politic existing under the laws of the State of North Carolina, (the "City"), and the COUNTY OF PASQUOTANK, a body corporate and politic existing under the laws of the State of North Carolina, (the "County");

W I T N E S S E T H:

WHEREAS, the City and County are authorized by Article 20 of Chapter 160A of the General Statutes of North Carolina to enter into contracts or agreements with each other to execute any undertaking; and

WHEREAS, the City maintains a full-time fire department consisting of two stations; and

WHEREAS, the County is desirous of having the City provide fire protection for County's residents residing in that area known as the Pasquotank Central Fire District as identified on the map referred to below and attached to this agreement as Exhibit B, and further, to provide mutual aid assistance to certain County volunteer fire departments; and

WHEREAS, the various County volunteer fire departments are signatories to this contract for purposes of the mutual aid provisions contained in this contract.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement and other valuable consideration, the City and the County agree as follows:

1. The City agrees to furnish and provide continuing fire protection service to all property within the County lying within that area known as the Pasquotank Central Fire District, by dispatching upon call of any resident or property owner within the Pasquotank Central Fire District, necessary equipment and adequate personnel to operate the equipment. In cases of fires occurring simultaneously within the City's corporate limits and the Pasquotank Central Fire District, the obligation of the City to respond to calls under this Agreement shall be first to furnish and provide fire protection within the City's corporate limits and then the Pasquotank Central Fire District, which is more particularly described in Exhibit A attached to this contract and shown on a map entitled "Central 6 Mile Fire District" attached to this contract as Exhibit B and incorporated herein by reference.

2. Mutual Aid Assistance.

The rendering of assistance under the terms of this mutual aid section shall be subordinated to the responding party's duty to furnish fire defense, fire protection and response to entrapments within the responding party's territorial jurisdiction. The responding party shall assume no responsibility or liability for property damaged or destroyed due to the responding party's inability to respond to a request for mutual assistance because to respond would impose a

serious impairment to the fire defense and fire protection of the responding party's territorial jurisdiction.

a. The City will provide automatic mutual aid response to County's volunteer fire department to areas described in this paragraph. The County's volunteer fire departments shall also provide pursuant to the same conditions as set out above, mutual aid response to the City to areas described in this paragraph. Mutual aid response shall consist of response to all reported structure fires.

b. Upon receipt of a reported structure fire, the City or County volunteer fire departments will respond with fire apparatus and equipment pursuant to their departmental procedures.

c. All equipment responding from the City or County volunteer fire departments will be manned with sufficient personnel needed to perform the operation of the responding apparatus and equipment.

d. The incident command officer will provide the responding mutual aid units with information regarding the utilization of their apparatus and equipment.

e. The first officer of the City's fire department or a County volunteer fire department receiving a mutual aid response shall, upon arriving on scene, report to Central Communications as soon as possible whether mutual aid response is to continue.

f. The City shall provide automatic mutual aid response as provided in this paragraph to the following areas:

(1) In the Pasquotank-Providence Fire District that area extending from City's corporate limits along US 17 North up to and including Berea Church Road and from City's corporate limits along Main Street Extended to Berea Church Road including all areas bounded by the Pasquotank-Central Fire District. Pasquotank-Providence Volunteer Fire Department, Inc. shall provide mutual aid to the City along US 17 to the City's corporate limits and along Main Street Extended to the City's corporate limits. This shall include all unincorporated properties on Wellfield Road and up to the 400 block of Forest Park Road.

(2) In the Pasquotank-Nixonton Fire District, that area extending from City's corporate limits along Body Road to and including Blount Road and from City's corporate limits along Peartree Road to, its intersecting point with Pitts Chapel Road and Four Forks Road including all areas of the Pasquotank-Nixonton Volunteer Fire District within these parameters. Pasquotank-Nixonton Volunteer Fire Department, Inc. shall provide mutual aid to the City along Body Road and Peartree Road to the City's corporate limits. This shall include any unincorporated areas within these parameters.

(3) In the Inter-County Fire District that area extending from City's corporate limits along US 17 South to Old Hertford Highway and from City's corporate limits along Oak Stump Road to Simpson Ditch Road. The Inter-County Volunteer Fire Department, Inc. shall provide mutual aid along US 17 South Bypass, along US 17 South Business and along Oak Stump Road up to the City corporate limits. This shall include all unincorporated properties on the

Halstead Connector Road, Thunder Road, Church Street Extended and properties on and adjacent to Forest Park Road up to the 300 block.

(4) In the Weeksville Fire District, that area extending from City's corporate limits along Weeksville Road to, the bridge at Newbegun Creek, and on Florida Road to Newbegun Creek including all areas of the Weeksville Fire District within these parameters. Weeksville Volunteer Fire Department, Inc. shall provide mutual aid along Weeksville Road and Pitts Chapel Road to the City's corporate limits and to any unincorporated areas within these parameters.

3. The City shall obey any and all rules established by the Pasquotank County Water System when using the public water system located in the County. The County agrees to furnish to the City Fire Chief any and all rules established by the Pasquotank County Water System.

4. The County agrees to pay to the City the sum of ~~\$346,550.00~~ \$386,038.00 for the period July 1, ~~2012-2015~~ through June 30, ~~2013~~2016, the sum of ~~\$356,947.00~~\$397,619.00 for the period July 1, ~~2013-2016~~ through June 30, ~~2014~~2017, and the sum of ~~\$374,794.00~~\$409,547.00 for the period July 1, ~~2014-2017~~ through June 30, ~~2015~~2018, payable in quarterly installments.

If the County desires continuation of fire service after June 30, ~~2015~~2018, the County shall submit written notice to the City no later than December 31, ~~2014~~2017, at which time the City and County shall begin negotiating terms for continuation of City's fire service to County.

5. To the extent permitted by North Carolina law, each party shall hold the other harmless from all liabilities, obligations, losses, claims, damages,

actions, suits, proceedings, costs, expenses, including attorneys' fees, that arise in tort, in contract under 42 US Code Sect. 1983, and arise out of, are connected with, or result directly to indirectly from the service provided pursuant to this Agreement. The indemnification responsibilities created by this paragraph shall survive and be enforceable after the termination of this Agreement.

6. This Agreement shall be executed in duplicate originals by the parties. Each of the copies is an original of the Agreement.

7. This Agreement may be amended only by mutual agreement of the parties in a written addendum, except that in the event a provision of this Agreement becomes inconsistent with any state or local laws properly enacted, then such provision shall be deemed by both parties to this Agreement to be amended to conform to such state or local law without necessity of any further action by either party.

8. At any time during the period this Agreement is in effect, either party may terminate this Agreement for cause upon breach of or failure to perform the Agreement on the part of the other party; termination becomes effective on the date of breach or failure to perform, provided that the aggrieved party within a reasonable time after breach or failure to perform, shall provide written notice specifying breach or failure to perform and allow the party at fault thirty (30) days within which to cure or correct the breach or failure to perform. In the event the breach or failure to perform is cured or corrected within the thirty (30)-day period, the Agreement shall continue in effect as though the breach or failure to perform had not occurred; in the event there is no cure or correction of



the breach or failure to perform within the prescribed time, this Agreement shall terminate as provided.

9. This Agreement includes and incorporates the attached Exhibits A and B. It constitutes the entire and only agreement between the City and the County concerning its subject matter. It supersedes all prior negotiations, commitments, understandings, or agreements, whether oral or written, concerning its subject matter.

IN WITNESS WHEREOF, the City, the County and volunteer fire departments have caused this Agreement to be executed and sealed in their respective names on the date first above written by persons duly authorized to execute it and affix their respective corporate seals.

ATTEST:

CITY OF ELIZABETH CITY

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Mayor of Elizabeth City

(SEAL)

ATTEST:

COUNTY OF PASQUOTANK

\_\_\_\_\_  
Clerk to the Board

BY: \_\_\_\_\_  
Chairman of the Board of  
Commissioners

(SEAL)

[Signatures Continued on Next Two Pages]

PASQUOTANK-NIXONTON VOLUNTEER  
FIRE DEPARTMENT, INC.

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President

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Secretary

(SEAL)

PASQUOTANK-PROVIDENCE  
VOLUNTEER FIRE DEPARTMENT, INC.

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President

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Secretary

(SEAL)

[Signatures Continued on Next Page]

WEEKSVILLE VOLUNTEER FIRE  
DEPARTMENT, INC.

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President

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Secretary

(SEAL)

INTER-COUNTY VOLUNTEER FIRE  
DEPARTMENT, INC.

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President

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Secretary

(SEAL)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

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Finance Officer  
City of Elizabeth City

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Finance Officer  
Pasquotank County