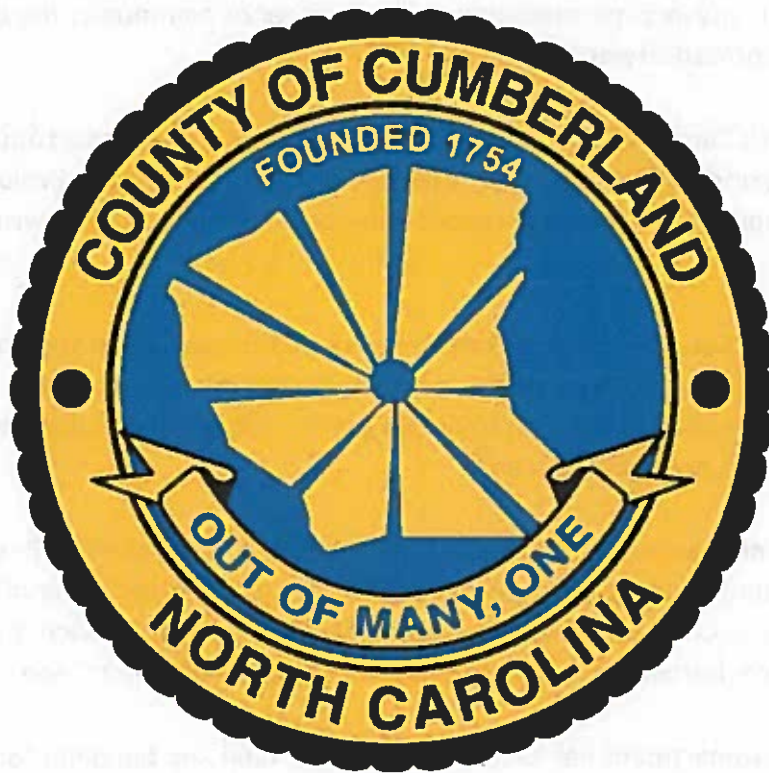


2019 FIRE PROTECTION AGREEMENT

Stoney Point Fire Department, Inc.



**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

THIS AGREEMENT, made and entered into this the 1st day of July, 2019, by and between CUMBERLAND COUNTY, hereinafter referred to as "County", and Stoney Point Fire Department, Inc., a nonprofit corporation organized under the laws of North Carolina, hereinafter referred to as "Fire Department";

RECITALS:

- A. WHEREAS, North Carolina General Statute § 69-25.5 provides that the board of county commissioners may provide for fire protection in a Rural Fire Protection District by contracting with any incorporated nonprofit volunteer or community fire department or with any incorporated city or town; and
- B. WHEREAS, North Carolina General Statute §153A-233 provides that a county may contract for fire-fighting or prevention services with one or more incorporated volunteer fire departments, and may for these purposes appropriate funds not otherwise limited as to use by law; and
- C. WHEREAS, North Carolina General Statute §153A-301 provides that the board of commissioners of a county may define a service district in order to finance, provide, or maintain fire protection in addition to or to a greater extent than it is financed, provided or maintained for the entire county; and
- D. WHEREAS, County has established the Stoney Point Fire Insurance and Response District of Cumberland County with boundaries defined by the most current description on file maintained by the Cumberland County Geographic Information Services in the County Manager's Office, hereinafter referred to as the "Response District;" and
- E. WHEREAS, Fire Department has secured equipment, land and buildings for the operation of its Fire Station or stations for the provision of fire services within the Response District; and
- F. WHEREAS, by Resolutions adopted June 5, 1989, and May 20, 2019, County's Board of Commissioners established a single Fire Protection Service District encompassing the territory of all the Rural Fire Protection Districts within the county for the purpose of financing, providing, or maintaining fire protection, to include emergency medical and/or rescue services medical services as defined by North Carolina General Statute § 153A-309, to a greater extent than provided or maintained for the entire county, hereinafter referred to as the "Service District;" and

G. WHEREAS, County and Fire Department desire to enter into this Service Provider Agreement for Fire Department to provide fire protection to include emergency medical and/or rescue services for and within the Response District.

AGREEMENT

Section 1. USE AND AMOUNT OF SERVICE TAX LEVIED

County shall fund Fire Department from the proceeds of the tax levied within the Service District. The amount of such Service District tax levy shall be determined by the Board of the County Commissioners from year to year. For each fiscal year, the funds provided from the Service District shall be based on the needs projected in the budget request jointly submitted by Fire Department and the County staff to the County Commissioners and as approved by and deemed necessary by the County Commissioners for furnishing fire protection within the Response District.

For all purposes in this agreement, fire protection services shall include emergency medical and rescue services.

All funds paid to Fire Department by County shall be used solely for fire department operations, and fire protection services in the Response District and other areas of response as dispatched and to meet the standards established by this Agreement.

The base funding for each fiscal year of this Agreement shall be that amount calculated to be what an equivalent of \$.10/\$100 valuation will generate within the Rural Fire Protection District in which Fire Department is located or is providing services under this Agreement.

Section 2. ACCOUNT MAINTAINED FOR RECEIPTS FROM SERVICE DISTRICT TAX

A separate account shall be maintained by County for the receipts from the special tax levied for the Service District. Out of this account:

- County will pay for the services that are specified in this Agreement.
- County will pay Fire Department its approved total budgeted appropriations as taxes are collected in monthly payments during the following month collection.

Section 3. SERVICES FURNISHED BY THE COUNTY

County shall furnish the following services to Fire Department for the term of this Agreement:

- a. Fire cause and determination investigation services through the Cumberland County Sheriff's Office, and
- b. Periodic Fire Inspections performed by staff of the Cumberland County Emergency Services Department in compliance with the North Carolina State Building Code – Fire Prevention, adopted appendix sections and associated state administrative code addressing frequency of periodic inspections. The County will confer with Fire Department's Fire Chief where the Fire Chief is the Authority Having Jurisdiction (AHJ).
- c. New construction fire inspections as required by the North Carolina State Building Code – Fire Prevention. Furthermore, County officials making such inspections will confer with Fire Department's Fire Chief where the Fire Chief is the Authority Having Jurisdiction (AHJ)
- d. Comply with national consensus standards for emergency communications, such as, but not limited to, NFPA 1221 – Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems. County is to determine realistic goals and performance measures then produce periodic performance reports related to County's actual compliance with national standards and provide such reports to Fire Department upon request.
- e. Assistance on emergency incidents by Cumberland County Emergency Services Staff as resources available to assist.

Section 4. SERVICES FURNISHED BY FIRE DEPARTMENT

Fire Department shall furnish fire protection services as set forth in this Agreement within the Response District and shall provide the equipment, personnel and those things necessary for providing these services. The services shall be provided in accordance with the minimum standards set forth in this Agreement and all future amendments adopted in accordance with this Agreement. Fire Department shall furnish fire protection services without charge to all persons and property located in the Response District in an efficient and workmanlike manner. This provision shall not prohibit Fire Department from entering into contracts with the Federal, State or local governments, or utility companies for the provision of fire protection services exceeding the scope of this Agreement for a fee. This requirement shall not prohibit Fire Department from billing for certain services, including but not limited to hazardous materials

mitigation responses and or responses to motor vehicle accidents, based on a fee schedule or other cost recovery program, provided that such fee schedule has been approved by the Cumberland County Board of Commissioners. Furthermore, this shall not prohibit the Fire Department from requesting reimbursement for specialized incidents.

Section 5. INSURANCE

Fire Department shall obtain and keep in force during the term of this agreement such insurance coverage as is required by law, and such other insurance coverage as its Board of Directors determines.

Section 6. AUDITS

Fire Department agrees to provide County an annual audit and accompanying management letter prepared according to generally accepted accounting principles (GAAP) and generally accepted auditing standards by an independent certified public accountant for the preceding fiscal year no later than 5:00 PM on the last working day of December of each fiscal year. Fire Department is responsible for submitting its data to the CPA in accordance with this timeline.

The financial records and data used for the audit shall be presented to the Cumberland County Manager, or specified designee, in the manner and format requested.

In the event that the audit or management letter reveals a reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, Fire Department shall provide a written statement that contains an explanation of such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide periodic reports to County on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of Fire Department's or County's auditor, Fire Department shall bear the full cost of obtaining such advice.

Section 7. COUNTY INSPECTION OF BOOKS OF ALL PUBLIC FUNDS

County may inspect the financial books and records of Fire Department at reasonable times during regular business hours of County with at least seven (7) business days' notice. Fire Department agrees that it will supply such financial books, records, and information or verification as may be requested by County. Fire Department shall maintain an accurate 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. Generally, thorough inspection of books and records by auditors will occur when there is not a clean audit.

Section 8. FIRE DEPARTMENT FINANCIAL MISMANAGEMENT

Fire Department agrees that if its financial records are judged to be un-auditable for purposes of audit or establishment of a budget by County's Director of Finance, or if a regular or special audit by a Certified Public Accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, Department's Board of Directors will immediately notify County, at which time County and Board of Directors will jointly name an independent, third-party trustee who will assume responsibility for management and financial decision-making for Fire Department until such time as County and the Fire Department's Board of Directors agree that Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement. In the event that Fire Department serves multiple local governments, County will notify the other impacted local government units regarding the designation of the independent third-party trustee and the reasons therefore.

Further, with reasonable notice, the Cumberland County Manager shall be entitled to utilize Internal County Audit staff to audit the financial records and operations of Fire Department at County's discretion.

Section 9. FIRE DEPARTMENT FAILURE OF PERFORMANCE

a. Non-Compliance by the Fire Department

If County's Finance Officer believes there is evidence that Fire Department has violated any provision of this Agreement, County will provide Fire Department written notice of the possible noncompliance and initiate an audit to verify compliance. If County determines that Fire Department has failed to render the fire protection and services as provided in this Agreement or has otherwise operated in a manner that violates the provisions of this Agreement, then County shall give Fire Department ninety (90) days advance written notice that the funds budgeted or allocated for Fire Department are subject to suspension and shall additionally provide a list of the corrections required for compliance. If during the ninety (90) days period, Fire Department makes the required corrections satisfactory to County, no suspension shall occur. During the ninety (90) days period, Fire Department is not relieved of its responsibility to provide fire protection services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) days period, Fire Department has failed to make the required corrections to comply with this Agreement, then County may suspend any or all the monthly payment of funds allocated to Fire Department pursuant to this Agreement.

b. Authority to maintain delivery of services

In the event that Fire Department's Board of Directors determines that Fire Department is unable to reliably deliver the services described herein, for reasons including, but not limited to, resignation or withdrawal of volunteer, part-time or full-time members or other withdrawal or loss of ability to deliver services, Fire Department's Board of Directors shall immediately notify the Cumberland County Manager, or designee, at which time Fire Department authorizes County to suspend the monthly payment to Fire Department and to use such Department facilities and equipment as are necessary to maintain the delivery of fire protection services in the Response District (to the extent the Fire Department exercises operational control and/or ownership interest over such facilities and equipment), so that an interruption of Fire Department's ability to deliver services will not interfere with the standards of fire protection service provided for in this Agreement.

c. Mismanagement Remedies

Should such use become necessary, upon the request of Fire Department, the Cumberland County Board of County Commissioners and Fire Department's Board of Directors will jointly select an independent third-party trustee who will regularly evaluate County's use of such Fire Department facilities, equipment and resources on behalf of Fire Department. During the time that Fire Department is unable to provide services; the Board of Directors of the Fire Department shall fully cooperate with County. County shall determine if and when Fire Department is able to resume delivery of reliable services. In the event that Fire Department serves multiple local governments, County will seek agreement from the other impacted local government units regarding the designation of the independent third-party trustee.

Section 10. BOARD OF DIRECTOR MEETINGS AND PUBLIC RECORDS

a. Because of Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in Fire Department's decision-making processes and decisions regarding the spending of those funds. To ensure public trust, Fire Department agrees that its Board of Directors' meetings will be open to the public and conducted as if the provisions of Article 33C of Chapter 143 of the North Carolina General Statutes, Meetings of Public Bodies, apply. Meetings of the Board of Directors shall only include those gatherings of a quorum of the directors for the purpose of transacting Fire Department's business. In addition, Fire Department, consistently with the statutes referenced in this section, shall: hold at least one annual meeting of the Board of Directors, which shall be advertised in accordance with the provisions of Article 33C as referenced above;

- b. provide public notice of all other meetings of Fire Department's Board of Directors in accordance with the provisions of Article 33C as referenced above;
- c. make and keep minutes of all meetings of its Board of Directors that would enable a person not in attendance to have a reasonable understanding of what happened, and to make draft minutes of those meetings available to the public within thirty (30) days of the meeting covered by the minutes.
- d. The bylaws of the Fire Department shall have reasonable provisions enabling citizens to participate in the affairs of the Fire Department.

Section 11. LIQUIDATION OR DISSOLUTION OR MERGER

In the event of a merger between Fire Department and another volunteer Fire Department, all assets purchased by the Fire Department with tax funds levied in either the Service District or a Rural Fire Protection District, shall be conveyed to the entity created by the merger agreement and continuing the provision of fire protections services within the Response District.

In the event of dissolution of the Fire Department's Non-Profit Corporation, all equipment and assets owned by the Fire Department will, upon dissolution, be distributed to the Fire Department which assumes the provision of services specified in this Agreement in the Response District. Any dissolution of the Fire Department shall be implemented pursuant to the Non-Profit Corporation Laws of the State of North Carolina and the relevant Firefighter's Relief Fund regulations or laws.

Section 12. BULK PURCHASING

Whenever possible, Fire Department will use bulk purchasing conducted between local fire departments and/or public safety agencies including Cumberland County Government.

Section 13. TRAINING LEVEL

Fire Department agrees to comply with all currently adopted standard operating procedures (SOPs) issued by the Cumberland County Fire Chiefs' Association related to initial and annual firefighter and fire officer training requirements. It is the desire of County that all firefighters in the county operate in a systematic method and follow best practices as well as industry standards to the greatest extent possible and practical. Should Fire Department not be able to meet any of these SOPs, Fire Department has the responsibility of notifying County in writing and immediately developing an improvement plan with a timeline to gain compliance.

Section 14. SPECIALIZED RESCUE SERVICES

Fire Department may choose to participate in specialized rescue services, provided Fire Department obtains a Certificate of Need issued by County which designates Fire Department a provider agency for the specialized rescue service. Participation is voluntary, however, each participating department must comply with state statutes and with the eligibility criteria established by the North Carolina Association of Rescue and Emergency Medical Services, Inc. If Fire Department chooses to provide specialized rescue services, it shall adopt guidelines that address the appropriate functions. Examples of specialized rescue services include:

- Agricultural Rescue (2012 v2)
- Ambulance Rescue Provider (2012 v2)
- Confined Space Rescue (2012 v2)
- Heavy Rescue (2012 v2)
- High Angle Rescue (2012 v2)
- Light Rescue (2012 v2)
- Medical Responder (2012 v2)
- Medium Rescue (2012 v2)
- Rescue Resource Provider (2012 v2)
- Structural Collapse Rescue (2012 v2)
- Trench Rescue (2012 v2)
- Water Rescue - Dive Rescue (2012 v2)
- Water Rescue - Surface Water Rescue (2012 v2)
- Water Rescue - Swift water Rescue (2012 v2)
- Wilderness Land Search & Rescue (2012 v2)

Fire Department must obtain a Certificate of Need from Cumberland County prior to initiating any specialized rescue service programs. Approval from County is needed if county tax dollars are required for the implementation and operation of any specialized rescue services. Likewise, Fire Department must give the County 180 days written notice of its intent to end or stop providing the specialized rescue service at the end of the fiscal year in which such notice is given. The fiscal year shall end on June 30.

Once County issues a Certificate of Need for specialized rescue services to a fire department, the fire department must fully comply with all current requirements for that specialized rescue service as defined and officially approved by the State of North Carolina and/or the North Carolina Association of Rescue and EMS, Inc.

Section 15. INSURANCE SERVICES OFFICE, INC. RATING

Fire Department shall make a good faith effort to maintain or improve its current rating with the North Carolina Department of Insurance, and Insurance Services Office, Inc. (ISO). Fire Department shall continuously comply with all applicable laws, ordinances and regulations. If Fire Department loses or receives a worsened ISO rating, this will be examined by the Cumberland County Manager, or designee, who will make a report to the Board of County Commissioners containing recommendations for corrective action. Fire Department shall within sixty (60) days present the Board of County Commissioners with a written corrective action plan and agree to implement said plan after its completion and approval subject to availability of funds as approved by the Board of Commissioners.

Cumberland County desires that all geographic areas of the County be rated at least at an ISO Class "5".

Section 16. STANDARDS OF PERFORMANCE

Fire Department shall furnish fire protection services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the North Carolina Department of Insurance, Insurance Services Office, Inc., and other pertinent federal, state and County laws, regulations and standards. Fire Department agrees to participate jointly with the County in development and implementation of countywide fire service system performance standards and make adjustments as necessary.

a. Staffing and Deployment Reporting

County desires that demonstrated performance for fire protection services throughout the county be benchmarked against the national consensus standard for volunteer and primarily volunteer combination fire departments – NFPA 1720 – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations and Special Operations to the Public by Volunteer Fire Departments.

Upon request from County, Fire Department shall report its actual performance as to a specific incident in reference to the NFPA 1720 standard in writing to the Cumberland County Manager, or designee.

Upon Fire Department's substantial failure to meet said standard, at the request from County, Fire Department shall also provide an improvement plan outlining specific steps being taken to meet this standard and a timeline for accomplishing this goal. Fire Department will submit this report within sixty (60) calendar days of a request by County.

Fire Department shall report its demonstrated performance in the following manner for all emergency calls occurring in their rated fire insurance district for the time period requested:

- 1) For 80% of all typical residential structure fire incidents, at least one initial arriving fire apparatus along with at least four (4) adequately trained firefighters (*including automatic aid responses*) arrived within 9 minutes total response time and prepared to take immediate action in accordance with department protocols.
- 2) For 80% of all typical residential structure fire incidents in areas equipped with fire hydrants, an effective force of at least fifteen (15) adequately trained firefighters (*including automatic aid responses*) arrived within 14 minutes total response time. The effective response force established a command, appointed a site safety officer, provided an uninterrupted water supply, advanced an attack line and back up line for fire control, complied with the OSHA requirements of two-in and two-out, completed, forcible entry, searched and rescued at-risk victims, ventilated the structure, controlled utilities, and performed salvage and overhaul. These Operations were completed in accordance with department standard operating protocols while providing for the safety of responders and the general public. This is considered a full complement response.
- 3) For 80% of all typical emergency medical response incidents, at least one initial arriving fire apparatus along with at least one (1) adequately trained firefighter(s) (*including automatic aid responses*) arrived within 9 minutes total response time and prepared to take immediate action in accordance with department protocols.

b. Turn out Time

If within two minutes after initial dispatch, a unit has not checked en route, dispatch will issue a second alert and add an additional out of district station in order to assure an emergency response.

c. Response Time

To encourage the safe operation of emergency vehicles, response time is not addressed in this Agreement. It is understood that ISO recognizes that each road mile of travel from a fire station represents approximately 141 seconds.

d. Medical Certification of Personnel

Fire Department shall have in place a program to ensure the wearing of respiratory protection meets the expectations of the Respiratory Protection Standard, 29 CFR 1910.134. Fire Department shall participate in the county respiratory pulmonary function test annually for firefighters that are sent into immediately dangerous to life and health (IDLH) environments.

e. Background Checks

Fire Department shall conduct background checks on members/employees which shall be conducted by the Cumberland County Sheriff's Office or the Provost Marshal. The Fire Department shall also conduct drug testing on members/employees in accordance with a written departmental policy that complies with applicable Federal laws.

f. Automatic and Mutual Aid

The General Assembly of North Carolina enacted into law an act to authorize automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send firefighters and apparatus beyond the territorial limits which they normally serve, codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina. The County has written automatic aid protocols which are maintained and utilized by the Cumberland County Communications Center and are utilized on all structure fires where they simultaneously dispatch the automatic aid departments. The purpose of this agreement is to provide each of the parties through their mutual cooperation, a predetermined plan; as agreed upon in dispatch protocol, by which each of them render aid to the other in case of any incident. It is deemed to be in the public interest for the department to provide automatic aid assistance 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.

- To activate automatic mutual aid, due to conflagration, holocaust, civil disorder or natural disaster, upon notification that an emergency does, in fact, exist and that aid is needed, the County will dispatch available apparatus equipment and manpower into action to assist the needed party.
- It shall be the responsibility of the 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.
- The party responding to the automatic 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.

- 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, tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance.
- When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under worker's compensation laws shall be extended to department personnel during the entire incident until completion.
- When any party contained in this agreement is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of carrying a minimum of 750 gallons of water.
- Fire Department shall comply with the above-stated requirements to provide automatic and mutual aid.

g. Incident Reporting

Fire Department shall participate in and comply with the requirements of the National Fire Incident Reporting System (NFIRS) system with the North Carolina Department of Insurance/Office of the State Fire Marshal.

h. Fire Prevention and Public Education

Fire Department shall have an annual Fire Prevention and Public Education plan as well as a Community Risk Reduction plan commensurate with the respective needs of its Response District, as determined by Fire Department. Fire Department shall have a goal of reaching at least 25% of the total population of their Response District each calendar year.

i. North Carolina Motor Vehicle Laws

Fire Department shall promote that members/employees as a representative of Fire Department comply with all applicable motor vehicle laws. If a member/employee is cited for a motor vehicle violation, this shall not be a breach of this Agreement. Disciplinary action shall be at the discretion of Fire Department; however; Fire Department shall have standard operating guidelines, or equivalent, that clearly address this issue for all members/employees.

j. Budget

Fire Department will cooperatively participate in the annual budgeting process of Cumberland County to include utilizing the County's format by which the budget data will be presented to the County and the schedule for presentation.

k. Fire Investigation

Fire Department shall attempt to determine the origin and cause of all fires within its Response District. Assistance may be requested from the Cumberland County Sheriff's Office.

l. Disposal of Surplus Equipment

Fire Department shall establish a written process for disposal of surplus equipment. This process shall address first offering surplus equipment to other departments within Cumberland County at a stated price (which could be \$0) before offering such surplus equipment to departments outside of Cumberland County. If Fire Department services multiple local governments, the process shall provide a fair method for offering for sale or donation of surplus equipment among departments in the multiple local governments' respective jurisdictions.

m. Training

Fire Department shall have an annual training plan to ensure appropriate training is conducted for new and existing members/employees, including communications and MAYDAY training. In addition, Fire Department shall establish a training plan for all departmental ranking officers to provide periodic instruction in management and leadership. This plan must be in compliance with the policies adopted by the Cumberland County Fire Chiefs' Association and shall address the level of training to a standard, leadership training with Emergency Management, involvement of communications center employees, annual training of all fire department employees and volunteers, and use of NFPA 1410 benchmarks.

n. Standard Operating Procedures, (SOPs), General Operating Guidelines (GOGs)

Fire Department shall adopt all SOPs/GOGs approved by the Cumberland County Fire Chiefs' Association and adhere to all operating policies agreed upon with other entities such as with Emergency Communications radio systems.

Section 17. RELATIONSHIP OF PARTIES

Fire Department is an independent contractor of the County and none of its employees shall be considered employees of County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms and County shall not be responsible for any of Fire Department's acts or omissions.

Section 18. TERM OF AGREEMENT

The term of this agreement shall be for five (5) years, beginning on July 1, 2019 and ending on June 30, 2024, unless terminated earlier in accordance with any provision in this Agreement. This term is subject to the continued legal existence of the Response District and Fire Department.

Section 19. NON-ASSIGNABILITY

This agreement may not be transferred, assigned, or subcontracted by Fire Department without the written consent of the County.

Section 20. NO WAIVER

Failure of County to enforce any of the provisions of this Agreement at any time, or to request performance by Fire Department pursuant to any of the provisions of this Agreement at any time, shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of County to enforce each and every provision. In the event there is disagreement between County and Fire Department as to the interpretation of, or operation under, this Agreement, the parties will endeavor in good faith to mediate the disagreement, and agree to select and share the cost (if any) of the services of a trained mediator to conduct the mediation. Nothing herein, however, shall be construed to prevent either party from seeking immediate legal or equitable relief in a court of competent jurisdiction with or without prior mediation.

Section 21. AMENDMENTS

Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective. All Agreement amendments shall become part of this Agreement.

Section 22. NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein bind and accrue exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity.

Section 23. ENTIRE AGREEMENT

The terms and provisions herein contained constitute the entire agreement by and between County and Fire Department and shall supersede all previous communications, representations or agreement, either oral or written between the parties with respect to the subject matter hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements

Section 24. NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the party under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by confirmed facsimile transmission, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to Cumberland County:

Cumberland County Manager
Cumberland County Courthouse
117 Dick Street
Fayetteville, North Carolina 28301

With copy to:

Cumberland County Attorney
Cumberland County Courthouse
117 Dick Street
Fayetteville, North Carolina 28301

If to Fire Department:

Stoney Point Fire Department, Inc.
7221 Stoney Point Road
Fayetteville, NC 28306-9726

With Copy to:

Yarborough, Winters & Neville, P.A.
115 E. Russell Street
Fayetteville, NC 28301

Email: spfd1301@nc.rr.com

Telephone: (910) 424-0694

Section 25. GOVERNING LAW

North Carolina law shall govern this Agreement.

Section 26. SEVERABILITY

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

Section 27. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

Section 28. VERIFICATION OF EMPLOYEE WORK AUTHORIZATION

Fire Department attests and affirms that it is aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

Section 29. ADDENDUMS

The Parties may add specific addendums to this Agreement that are for specific services or conditions unique to Fire Department or Response District. Any addendums shall supplement and become part of this Agreement. Examples of addendums include, but are not limited to:

- Low Wealth Fire Department Staffing Supplements
- Specialty Rescue Services
- Local Grant Funding Program

IN TESTIMONY WHEREOF, County has caused this instrument to be executed by the Cumberland County Manager, and 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.

DN 7/18/19

This the 1st day of July, 2019.

CUMBERLAND COUNTY

BY: Amy Cannon
Amy Cannon
Cumberland County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget

Victoria Evans
Finance Director

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CON-
TROL ACT.

The person responsible for monitoring the Agreement performance requirement is: _____

Printed name: Freddy L. Johnson Sr.
Title: Fire Chief

APPROVED FOR LEGAL SUFFICIENCY
BY: Thyler J. Jones
County Attorney's Office

Stoney Point Fire Department, Inc.

BY: Daniel C. Brown
President

[SEAL]



ATTESTED TO:

BY: Angus R. Pate
Printed Name: Angus R. Pate
Title: Secretary

Cumberland County
Contract No: 2020048



CONTRACT #: 2020048

IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Company Name: Stoney Point Fire Department Inc.

Daniel C. Brown

Date July 5, 2019

Authorized Signer