

AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION

Cumberland County

North Carolina

This agreement, made and entered into this 23rd day of July 2018 by the Fire Departments, non-profit corporations of Cumberland County, North Carolina, and the Municipal Corporations of Cumberland County, North Carolina.

THAT, WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send firemen and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina;

WHEREAS, the county has written automatic aid protocols which is maintained and utilized by the Cumberland County Communications Center and is utilized on all structure fires whereby they simultaneously dispatch the automatic aid departments;

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan; as agreed upon in dispatch protocol, by which each of them render aid to the other in case of any incident;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an Agreement for automatic aid assistance, and 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;

WHEREAS, by action of the undersigned Fire Chiefs, this agreement for reciprocal automatic aid assistance was duly authorized;

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

1. To activate the terms of this agreement as herein set forth, 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.
2. 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.

3. 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.
4. 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.
5. Either party may, at any time, terminate this agreement, through its Board of Directors, Councils or Managers and upon the serving of a thirty-day written notice to The Cumberland County Fire Chief's Association Executive Committee. The executive committee will inform the appropriate emergency services agency responsible for dispatching.
6. When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers compensation laws shall be extended to department personnel during the entire incident until completion.
7. 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.
8. This agreement will be reviewed and updated as needed or every 60 months (5 Years).

CUMBERLAND COUNTY FIRE DEPARTMENTS

Agreement for Automatic Aid on all Reported Structure Fires

The purpose of this agreement is to provide fire protection for Cumberland County and to meet the requirements for a 9S NCDOT rating for six mile districts.

We the Fire Departments of Cumberland County agree to the automatic aid dispatch of fire apparatus for all reported conflagration, holocaust, civil disorder, natural disasters or structure fires, to assist the Fire Department whose district the incident is occurring within. A list of all roads in the county with initial fire station and the station responsible for dispatch of automatic aid fire apparatus is on file within the Cumberland County and the City of Fayetteville 911 Dispatch Center.

Automatic Aid Agreement 2018 Fire Chief Signature Page


Beaver Dam Fire Department – Fire Chief


Bethany Fire Department – Fire Chief


Cotton Fire Department – Fire Chief


Cumberland Road Fire Department – Fire Chief



Eastover Fire Department – Fire Chief

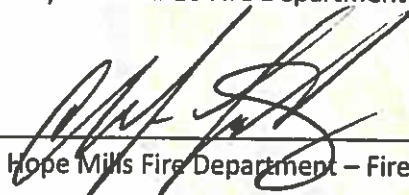

Fayetteville Fire Department – Fire Chief


Fort Bragg Fire Department – Fire Chief



Godwin – Falcon Fire Department – Fire Chief


Grays Creek # 18 Fire Department – Fire Chief


Grays Creek # 24 Fire Department – Fire Chief


Hope Mills Fire Department – Fire Chief


Pearce's Mill Fire Department – Fire Chief


Spring Lake Fire Department – Fire Chief


Stedman Fire Department – Fire Chief


Stoney Point Fire Department – Fire Chief


Vander Fire Department – Fire Chief


Wade Community Fire Department – Fire Chief


Westarea Fire Department - Fire Chief