

**NORTH CAROLINA
AVERY COUNTY**

DRAFT

THIS CONTRACT, made and entered into effective the ___ day of ____, 2014, by and between the AVERY COUNTY FIRE COMMISSION, hereinafter referred to as the “Commission” and the _____ hereinafter referred to as “VENDOR”.

Inconsideration of the promises, it is covenanted and agreed by the Commission and by the VENDOR as follows:

1. The Commission shall provide the VENDOR with operational funding based on the annual budget submitted by the VENDOR, recommended by the Commission and approved by the Board of County Commissioner of Avery County. The VENDOR shall receive the sum of \$_____ for operating expenses. (These funds are hereinafter collectively referred to as “Funds”.) Payments under this contract shall be made by the Avery County Finance Officer in equal monthly payments subject to the terms herein.

2. For all equipment with a purchase cost over \$500.00 purchased in part or in full with Funds shall be inventoried by the VENDOR in such a manner as to account for said equipment over the life span of the equipment. A current list of all inventoried equipment shall be made available for inspection by the Commission upon request.

3. The VENDOR is encouraged to seek other funding including Grants, both public and private, fundraising and private donations. Private funds are expressly outside the scope of this agreement.

4. All expenditures by the VENDOR of Funds shall be pursuant to and in accordance with an operating budget which has been submitted by the VENDOR and approved by the Commission. The operating budget shall be in a form consistent with the provisions of the Local Government Budget and Fiscal Control Act, (NCGS 159-7-39).

5. The VENDOR shall select a responsible member to act as finance officer, who shall submit a monthly financial report, with a due date of the 15th of

each month to the Commission on a form approved by the County Finance Officer. The VENDOR shall obtain and maintain a fidelity bond on the Finance Officer in an amount not less than \$25,000.00.

6. The VENDOR Finance Officer shall establish and maintain a financial record keeping system for the Funds in a format approved by the County Financial Officer and in compliance with the Local Government Budget and Fiscal Control Act. (NCGS 159-7-39) Audits of the VENDOR financial records for the Funds will be performed by the Avery County Auditors on a periodic basis in compliance with the Local Government Budget and Fiscal Control Act. (NCGS 159-7-39).

7. The VENDOR shall submit annually to an inspection of all department equipment and operational records to include training records, equipment maintenance records, equipment testing records and personnel response records. VENDORS engaged in Fire Suppression activities shall be in accordance with the requirements of the North Carolina Department of Insurance Rating Bureau for a Grade 9S rating. Personnel conducting the inspection shall be qualified for such inspection on behalf of the North Carolina State Fire Marshal's Office. The current North Carolina State Fire Marshals requirements for the 9S rating are incorporated herein a part of this agreement.

8. The VENDOR shall formally adopt an agreement to provide Automatic Aid and/or Mutual Aid to all adjacent Avery County Fire and/or Rescue Departments. A copy of each agreement for Auto-Aid and/or Mutual Aid shall be filed with the Avery County Fire Marshal's Office.

9. The term of this contract is for a period of ____ months, beginning on _____ 1, 2014. At the end of this term, if a new agreement has not been adopted, this agreement shall remain in effect for a period not to exceed sixty (60) days during such time the parties shall in good faith make every effort to adopt an agreement. If after sixty (60) days the parties cannot agree, both parties shall present their differences to the Board of County Commissioners at a regularly scheduled public meeting. The Board of County Commissioner shall then determine the final language of the proposed agreement.

IN WITNESS WHEREOF, the parties set their hands and seals.

Chairman, Avery County Fire Commission

Attest:

(VENDOR Name , Inc.)

By: _____ President

Attest:

Fire Chief (VENDOR Name)