



CONT. # 4336

AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION

**North Carolina
Corolla District, Currituck County
Town of Kitty Hawk**

This agreement, made and entered into this 1st. day of _____ by the Fire Departments, non-profit corporations of Currituck County, North Carolina, Corolla Volunteer Fire & Rescue Department, Currituck County Fire & EMS, and the Town of Kitty Hawk Fire Department, 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 firefighters 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 Currituck County Communications Center and Dare 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 officials, 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, Board of Commissioners, and upon the serving of a thirty-day written notice to the Currituck County and Town of Kitty Hawk Fire Marshal.
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 500 gallons of water with a minimum of 4 to 6 qualified firefighters.
8. Each party within this agreement will coordinate 2 training evaluations within their respected response district and participate in at least 4 training evaluations annually.
9. If circumstances arise in which a party is unable to provide a response, that said party will not be held liable for failure to respond, but must be aware that other aid agreements will still be in service, causing other emergency equipment to move through their respected fire districts.

CURRITUCK COUNTY, NORTH CAROLINA FIRE DEPARTMENTS

Corolla Volunteer Fire & Rescue Department

By: _____

President, Board of Directors

Date

11/21/2022

By: _____

Fire Chief

Date

11/21/2022

By: _____

Secretary, Board of Directors

Date

Currituck County Fire & Ems Department

By: _____

Chairman, Board of Commissioners

Date

By: _____

County Manager

Date

By: _____

Fire / EMS Chief

Date

11-28-2022

TOWN OF KITTY HAWK, NORTH CAROLINA FIRE DEPARTMENTS

Town of Kitty Hawk Fire Department

By: _____

Chairman, Board of Directors

Date

12/12/2022

By: _____

Town Manager

Date

12/12/2022

By: _____

Fire Chief

Date

12/12/2022

ATTEST:

COUNTY OF CURRITUCK

By: _____ By: _____ (SEAL)

Clerk to the Board of Commissioners

Donald I. McRee, Jr. County Manager

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

Sandra Hill

Finance Officer