

CCFCA Mobile Radio Repeater Contract

**CONTRACT BETWEEN CUMBERLAND COUNTY AND
THE CUMBERLAND COUNTY FIRE CHIEFS' ASSOCIATION**

This contract is entered into this 28th day of January 2019, by and between Cumberland County, (hereinafter referred to as "County"), and the Cumberland County Fire Chiefs' Association, Inc., with its principal place of business located at 7221 Stoney Point Road, Fayetteville, North Carolina 28306, (hereinafter referred to as "CCFCA").

WITNESSETH:

WHEREAS, Cumberland County is the owner of a mobile radio repeater, a Futurecom Mobile Repeater, Futurecom 7V083X05-01, Mobexcom DVR 700 MHZ, Serial Number: 12030273 (hereinafter referred to as the "repeater"), and

WHEREAS, CCFCA seeks to use the repeater for emergency communications operations and agrees to have it available as needed throughout Cumberland County for emergency communications operations; and

WHEREAS, the parties seek to establish protocols for maintenance and insurance on the equipment and the provision of staff for operation of the repeater when requested for emergency use in Cumberland County.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Cumberland County shall retain ownership of the repeater. CCFCA shall retain physical possession of the repeater and may use it in its emergency communications operations as it deems fit.
2. CCFCA shall provide maintenance on the repeater as recommended by the radio manufacturer and shall be responsible for all costs associated with the programming, installation, use, and maintenance of the repeater.
3. CCFCA will make the repeater available to public safety agencies as needed throughout Cumberland County for emergency communications operations or disaster exercises and training as these are defined in dispatch protocols and at the request of an agency head such as a fire chief when available.
4. CCFCA member agencies shall supply staff for the operation of the repeater when it is deployed for emergency communications operations.
5. CCFCA agrees to maintain a complete and accurate inventory of the equipment and supplies associated with the repeater and to maintain a document listing of the location(s) of the equipment that can be produced upon request by an internal or external agency for the purpose of inspection, inventory, financial, or fiscal audits. CCFCA further warrants

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that the equipment will only be used for the purpose authorized under this contract.

6. CCFCA shall keep the repeater and equipment insured at its full replacement cost as to all hazards and risks of loss including theft and vandalism. The policy of insurance shall name Cumberland County the named insured.
7. CCFCA certifies that it is 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.
8. This contract may be terminated on June 30 of any year by the party wishing to terminate giving written notice to the other party's county manager or president by email or mail delivery before April 1 or 90 days of the effective termination.
9. The effective date of this contract is the date of the last signature below

IN WITNESS WHEREFORE, the parties hereto have executed this contract in triplicate originals, the day and year indicated above.


Recommended by:


Cumberland County Director of Emergency Services

COUNTY OF CUMBERLAND


Amy Cannon
Cumberland County Manager

CUMBERLAND COUNTY FIRE CHIEFS' ASSOCIATION, INC.


Freddy Johnson, President
Cumberland County Fire Chiefs' Association, Inc.

Approved for legal sufficiency:


Cumberland County Attorney