

CHATHAM COUNTY

This Interlocal Agreement, (this "Agreement") is made and entered into this ____ day of December, 2018, by and between Chatham County ("the County") and the City of Durham, acting by and through its Fire and Rescue Department (the "Department"), pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes;

WITNESSETH

WHEREAS, County wishes to provide for the delivery of Fire and Rescue Services in that portion of the Parkwood Fire District located in Chatham County; and

WHEREAS, County has requested that the Department provide Fire and Rescue Services in the area described on Appendix 1, Parkwood Fire District (within Chatham County)," which is attached hereto and incorporated herein by reference (the "District"); and

WHEREAS, Fire and Rescue resources from the Department can respond more quickly and/or efficiently to the District than County's fire and rescue resources; and

WHEREAS, the Department has agreed to provide the Fire and Rescue Services in the District as described herein for the consideration described herein;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration hereinafter set forth, the parties agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following words or phrases shall have the meaning ascribed to them in this paragraph:

- (a) "Incident" means an incident to which fire or rescue vehicles are dispatched in response to a request for fire and/or rescue services.
- (b) "Rescue" means the furnishing of services to protect persons within the District from injury or death, including, without limitation rendering first aid treatment and transporting persons to hospitals or other medical facilities.
- (c) "First Responder" means the furnishing of services in emergencies in accordance with guidelines provided by the Chatham County Ordinance Regulating Emergency Management, First Responder and Rescue Services in the County for the protection of persons within the District from injury or death.

2. The County contracts and agrees that it will cause to be assessed or levied a special tax of up to fifteen cents (\$.15) per one-hundred dollars (\$100) valuation of all real and personal property in the District unless otherwise limited or prohibited by law or a vote of the people, and will collect said tax as part of the ad valorem taxes of the County; provided, however, the amount levied annually shall be based on the needs projected in the budget estimate submitted by the Department to the County as approved by the County.

3. A special or separate fund shall be maintained by the County for funds collected as a result of said special tax.

4. Ninety-nine percent (99%) of current and delinquent funds collected for real and personal property including funds collected for County billed motor vehicles taxes shall be remitted to the Department by the 10th of the month following the month of collection; provided, however, that the total sums remitted to the Department in any fiscal year hereunder shall not exceed the sum appropriated for said service during the said fiscal year.

5. The Department shall provide and furnish adequate fire protection services and will provide the necessary equipment, personnel, and other resources as determined necessary by the North Carolina Department of Insurance, Fire and Rescue Service Division, and the Insurance Service Office for all persons and property located within the District, and agrees to maintain at least a 9S insurance rating within the Insurance Rated portion of the District, and will furnish services free of charge to all persons and individuals within the District.

In addition, the Department may elect to provide and furnish Rescue and Emergency Medical Responder Services (“the Services”). In the event the Department elects to provide such Services, it shall notify the County in writing that it is providing the Services, and shall continue to provide the Services until it notifies the County that it is no longer providing the Services. In providing the Services, the Department agrees that it will provide at a minimum the necessary equipment, personnel and other resources as determined by the North Carolina Office of Emergency Medical Services and the Durham County EMS Medical Director. For purposes of this Agreement, the term “Rescue” shall be defined as the furnishing services in medical emergencies in accordance with the guidelines provided by the North Carolina Office of Emergency Medical Services and the Durham County EMS Medical Director.

Emergency Medical Responders and Emergency Medical Technicians may respond to emergency medical calls as dispatched provided all the requirements of Section 6 of Agreement have been met.

6. All current Department Emergency Medical Technicians must have official certification on file with the Department. All Department Emergency Medical Technicians must attend and participate in a minimum of twenty four (24) hours of Emergency Medical Technician continuing education annually and complete CPR and skills evaluations annually as prescribed by the North Carolina Office of Emergency Medical Services and the Durham County EMS Medical Director. Upon request, a roster of Department Emergency Medical Technicians and recertification documentation shall be submitted to the County by January 31st of each year. Any Emergency Medical Technician not meeting the minimum continuing education requirements and recertification requirements shall not be permitted to respond to emergency medical calls for assistance.

7. All funds paid to the Department by the County shall be used exclusively by the Department to provide the fire protection services within the District and, should the Department elect to provide Rescue and Emergency Medical Responder Services as provided in this Agreement within the District, such funds shall be used to pay those expenses as well, and to pay other legitimate fire, rescue, and Emergency Medical Responder expenses attributable to such services rendered within the District.

8. The Department shall operate in compliance and all applicable State and local laws and regulations including, but not limited to, the North Carolina Fire Incident Reporting System (N.C. G. S. 58-79-45, NC Administrative Code, §.0402). Upon request, the Department shall provide the County a copy of its Annual Training Report that is submitted to the NC Firefighter's Association, and shall provide applicable response equipment information to the County Fire Marshal for the County's resource tracking system no later than January 31st of each year.

9. It is agreed that the County may request to inspect books, records, and accounts of the Department applicable to this Contract at any reasonable time. It is further agreed that, as requested, the Department will provide County with its comprehensive annual financial report which shall be in conformity with Generally Accepted Accounting Practices (GAAP) and the North Carolina Local Government Commission.

10. The Fire Department agrees to comply with County budgeting procedures and other procedures provided for by state law and shall submit annual budget estimates in accordance with established County budget timetables. If the budget includes a proposed tax rate increase/decrease, a supporting letter containing its request for a proposed tax rate change will be included and signed by the chief or department head. The County will provide the Department with standard forms for budget submission and the Department shall use such standard forms.

11. The Department shall purchase and maintain, during the term of this Agreement, and any extension hereof, at least the following insurance coverage (as applicable) in amounts not less than those set forth below:

A. Comprehensive Automobile Liability Insurance with combined single limits of at least one-million dollars (\$1,000,000) per occurrence. Coverage shall be provided under the scope of Symbol 1, Any Auto. Coverage shall apply, on an excess basis for hired, borrowed, and non-owned vehicles. Coverage shall apply, on a primary basis, for commandeered vehicles. Volunteers or employees shall be considered insureds and volunteers and employees shall have coverage terms in excess of their personal auto liability limits when they are using their vehicles on behalf of the Department. Fellow member liability shall be provided. Auto pollution liability shall be included in the coverage.

B. Auto physical damage shall be provided on an agreed value basis. Coverage shall be included for hire, borrowed or commandeered vehicles without a limit of liability. Coverage shall be provided to bring replacement vehicle up to the most current national standards such as NFPA or DOT.

C. Coverage shall be provided to bring replacement vehicle up to the most current with limits of at least one-million dollars (\$1,000,000) per occurrence and two-million (\$2,000,000) aggregate. The aggregate shall apply per named insured and per insured location. The policy shall include the following coverage: Volunteers or employees as insureds, Medical Malpractice, Good Samaritan Liability Coverage, Intentional Acts Coverage for both bodily injury and or property damage, Fellow Member Liability, Non-owned Watercraft, Fire Damage Legal Liability with limits of one- million dollars (\$1,000,000), Pollution Liability arising out of emergency operations, training activities or equipment wash downs.

D. Directors and Officers Liability Insurance with limits of at least one-million dollars (\$1,000,000) per occurrence with two- million (\$2,000,000) aggregate. This policy shall include coverage for prior acts. The insureds shall include current volunteers and employees, former volunteers and employees, and any persons or organizations providing service to the Fire

Department under a mutual aid or similar agreement. Coverage shall include civil rights type suits such as discrimination and sexual harassment; liability arising out of the administration of benefit plans for employees or volunteers and employment related practice suites. Coverage shall include claims made for future compensation and benefits lost from wrongful termination of an employee.

E. Umbrella Liability Insurance with limits of at least one-million dollars (\$1,000,000) per occurrence and two-million (\$2,000,000) aggregate. The umbrella policy shall provide excess coverage over the Auto Liability Policy, General Liability Policy, and the Employer's Liability Section of the Workers' Compensation Policy. Volunteers and employees shall be included as insureds.

F. The Department shall maintain Property Insurance protecting against the risk of direct physical loss or damage. The policy covering any building used in connection with this Agreement shall be written on a Guaranteed Replacement Cost Basis, with coverage included for Building Ordinance, Flood, and Earthquake. Coverage shall include Commandeered Property in the amount of two-hundred fifty thousand dollars (\$250,000). Contents coverage shall be provided on a replacement cost basis. Coinsurance penalties shall not apply.

G. Portable Equipment Coverage shall be provided protecting against the risk of direct physical loss or damage, including electrical surges. Coverage shall be provided on a Guaranteed Replacement Cost Basis. Upon request, the Department shall furnish the County on or before July 1st of each year that this Agreement remains in force, Certificates of Insurance, issued by the respective insurance companies, showing the type of policy, limits of liability, name of insurance companies, policy numbers, effective dates and expiration dates of policies.

H. Workers' Compensation Insurance covering all volunteers and salaried firefighters meeting statutory limits in compliance with applicable State and Federal laws.

I. The Department shall require its insurance company or its insurance agent to provide the County the same notice that the Fire Department receives from the insurance company or its agent as to cancellation, nonrenewal, reduction in coverage, or other material change with respect to any policy on which the County is required by this Agreement to be named as an additional insured.

13. Attached to this Agreement as Appendix 2 is a list of the certifications, reports, records, and other submittals (collectively "Submittals") that the Department is requested to make to the County and the date each is due. The Department agrees to make each Submittal on or before its due date.

14. In connection with the performance of this Agreement, the Department agrees not to discriminate against any employee, member, or applicant for employment or membership because of race, religion, color, sex, age, disability or national origin. Employees, members and applicants must however, be competent and capable of performing the requirements of the job. The Department agrees to take all reasonable measures to ensure that qualified applicants are employed, and that employees are treated during their employment, without regard to their race, religion color, sex, age, disability or national origin.

15. This Agreement is effective beginning December 17, 2018 and ending June 30, 2019, at which time it shall automatically renew for successive terms of one (1) year beginning each July 1st and ending June 30th unless terminated as hereinafter provided. Either party may terminate this Agreement effective at the end of any fiscal year by giving the other party notice at least one (1) year in advance of the end of the fiscal year that the Agreement is to terminate.

16. This Agreement sets forth the entire understanding of the parties and supersedes any and all other prior agreements, arrangements, and understandings related to the subject matter hereto. This Agreement may not be changed or terminated except as provided herein, and no waiver or compliance with any provision or condition hereof shall be effective unless evidenced by an instrument in writing duly executed by the parties hereto.

17. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns, but this Agreement may not be assigned by either party without prior written consent of the other party, which may be withheld in the sole discretion of a party.

18. NOTICES. Any notice, report, or request to be given or made by a party hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested.

Notices to the Department:

Durham Fire Department
2008 E. Club Boulevard
Durham, North Carolina 27704

Notices to County:

Fire Marshal
Post Office Box 548
Pittsboro, North Carolina 27312

19. COMPLIANCE WITH LAWS. In addition to the other compliance requirements set forth in this Agreement, the Department agrees to operate in substantial compliance with all laws of the United States; the State of North Carolina; including, but not limited to, the rules and regulations promulgated by the Medical Care Commission of the North Carolina Medical Board; and ordinances and regulations of Chatham County existing as of the date service is rendered ; provided, however, that if any ordinance or regulation of Chatham County hereinafter enacted causes an increase in the cost of providing the services contracted for hereunder, County shall reimburse the Department the amount of such increased cost when paid and documented by the Department.

20. AMENDMENTS. This Agreement may be amended at any time by written instruments executed by the authorized officials of the Department and County.

21. SEVERABILITY. If any provision of this Agreement, or any portion hereof, is found to be invalid, illegal, or unenforceable, under any applicable statute or rule of law, then such provision or portion thereof shall be deemed omitted, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

22. MISCELLANEOUS.

(a) It is understood and agreed that the entire agreement between the parties related to subject matter of this Agreement is contained herein and that this Agreement supersedes all oral agreements, previous written agreements, and negotiations between the Department and County.

(b) Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

(c) The Department shall not be responsible for interruption in its Fire or Rescue system due to the forces of nature, war, manmade disasters or other such acts beyond the control of the Department.

(d) Each Fire Marshal for their respective county shall appoint the personnel necessary for the execution of its undertakings under this Agreement.

(e) This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Durham or the County of Chatham in the State of North Carolina.

23. Applicable provisions of North Carolina State Law, Federal Law, and any applicable local ordinance shall be considered as a part of this Agreement as though fully set forth herein.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written, pursuant to resolutions adopted by the governing boards of the parties hereto.

CITY OF DURHAM COUNTY

ATTEST:

By: _____
Thomas J. Bonfield, City Manager

Diana Schreiber, City Clerk

CHATHAM COUNTY

ATTEST:

By: _____
Dan LaMontange, Interim County Manager

Lindsay K. Ray, Clerk

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

By: _____
Vicki McConnell, Finance Director

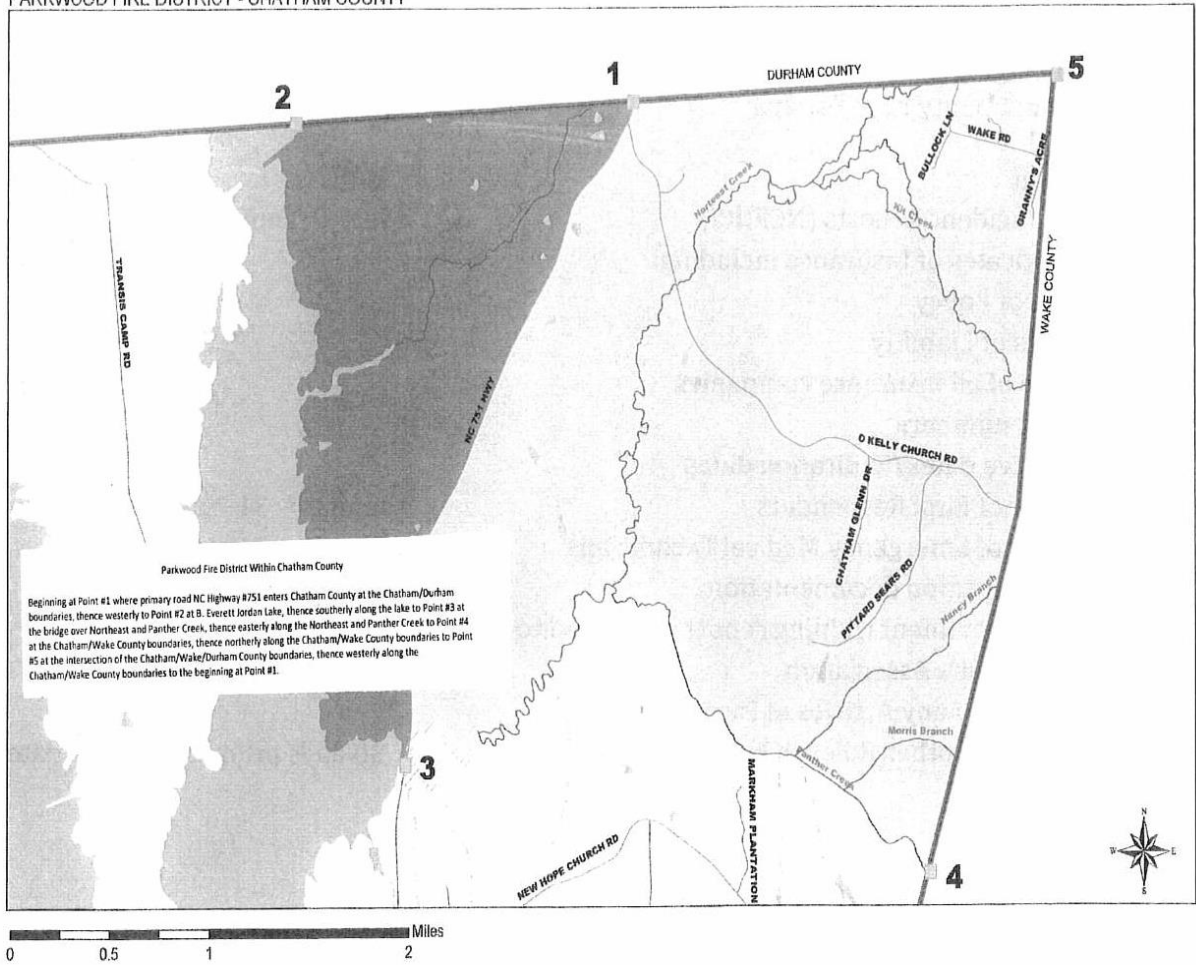
Date:

APPENDIX 1

Parkwood Fire District within Chatham County

PARKWOOD FIRE DISTRICT - CHATHAM COUNTY

EXHIBIT 1



APPENDIX 2
Fire Protection Contract
Between
Chatham County
And
City of Durham

County Reports are due to the Durham County Fire

Marshal:

Submittal

1. Fire Incident Reports (NCFIRS)
2. Certificates of Insurance including:
 - a) Type of Policy
 - b) Limits of Liability
 - c) Name of all insurance companies
 - d) Policy numbers
 - e) Effective dates/Expiration dates
3. Roster of First Responders
4. Roster of Emergency Medical Technicians
5. Recertification documentation
6. Fire Department training report submitted to NC Firefighter's Association
7. Changes to any Articles of Incorporation Bylaws, or other Rules of Procedures

Due Date

July 1st annually

January 31st annually

January 31st annually

January 31st annually

January 31st annually

30 days prior to effective date