

COUNTY OF DURHAM
CITY OF DURHAM

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF CHATHAM AND
THE CITY OF DURHAM
FOR FIRE AND RESCUE SERVICES

This Interlocal Agreement, (this "Agreement") is made and entered into this the 10/21/2019, by and between Chatham County ("the County") and the City of City of Durham ("the City"), acting by and through its Fire Department (the "Department"), pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes;

WITNESSETH

WHEREAS, the County of Durham entered into an Interlocal Agreement on June 15, 2015, with Chatham County for Durham County to provide fire protection and prevention services within the Parkwood District; and

WHEREAS, the County of Durham assigned to the City on July 31, 2017, all its rights and interests under the June 15, 2015 Interlocal Agreement, which assignment was agreed to by Chatham County; and

WHEREAS, the County desires for the City to continue to provide Fire and Rescue Services in the area shown on Appendix 1 as "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 City's Department can respond more quickly and/or efficiently to the District than the 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 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. For purposes of this Agreement the term "Rescue" shall be defined as furnishing services in medical emergencies in accordance with the guidelines provided by the North Carolina Office of Emergency Medical Services and the Durham County Medical Director.

(c) "First Responder" means the furnishing of services in emergencies in accordance with guidelines provided by the NC Office of the State Fire Marshal.

2. This Agreement is effective beginning 10/21/2019 and running until 6/30/2020, 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 written notice at least one (1) year in advance of the end of the fiscal year that the Agreement is to terminate.
3. The Department shall provide and furnish adequate fire protection services for all persons and property located within the District, 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. The Department agrees to maintain at least a 9S insurance rating within the Insurance Rated portion of the District. These services will be furnished free of any charges additional to those specified in this Agreement.

In addition, the Department shall provide and furnish Rescue and Emergency Medical First Responder Services ("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 Medical Director.

All currently serving 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 Medical Director. 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 provide medical care on emergency medical calls for assistance.

4. The Department shall operate in compliance with 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). By January 31st of each year, the Department shall provide the County a copy of its Annual Training Report that is submitted to the NC Firefighter's Association
5. As payment for the fire protection and Emergency Medical Responder services provided by the City under this Agreement, the County shall annually pay the City

\$350,000, paid in monthly installments as the tax revenues from the District are received by the County with payment to be made by the 15th day of the month following the month of receipt. The \$350,000 shall be increased annually by the percentage change in the CPI-U for the Durham/Chapel Hill MSA as published by the Federal Bureau of Labor Statistics. If CPI-U has decreased, no change shall be applied to the annual payment. If call volume or the character of development changes substantially, the parties may renegotiate the rate of payment to be effective at the next annual renewal date.

6. For the first year of this Agreement only, being July 1, 2019 through June 30, 2020, should the tax revenues from the District be insufficient to pay the \$350,000 fee, the County will have until March 30, 2021 to make payment in full to the City for the services rendered in the prior year of the Agreement. During this "catch up" period, the County shall also make the monthly payments for the services rendered by the City for July, 2020- June, 2021.
7. The City will provide a Certificate of Insurance detailing applicable coverages not less than self-insured retention limits of \$1 million per occurrence with excess coverage limits of \$10 million shall be applicable to claims for workers' compensation, automobile liability, general liability and public officials' liability.
8. 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 available to the County and the date each should be available. The Department agrees to make the data available on or before its due date.
9. In connection with the performance of this Agreement, the Department agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or national origin. The Department agrees to take all reasonable measures to ensure that applicants are hired, and that employees are treated during their employment, without regard to their race, religion color, sex, age, disability or national origin. Employees and applicants must however, be competent and capable of performing the requirements of the job, and this basic requirement shall be paramount.
10. 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.
11. 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:

Fire Chief

2008 E. Club Blvd.
Durham, North Carolina 27704

Notices to Chatham:

Fire Marshal
Post Office Box 548
Pittsboro, North Carolina 27312

13. **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 applicable ordinances and regulations of the County existing as of the date service is rendered, as specified herein or attached hereto; provided, however, that if any ordinance or regulation of the County hereinafter enacted causes an increase in the cost of providing the services contracted for hereunder, the County shall reimburse the City the amount of such increased cost when paid and documented by the City.
14. **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.
15. **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 City and the County. The appendices attached are hereby made part of this Agreement. In case of conflict or ambiguity between the provisions of the main body of this Agreement and those of any such appendix or attachment, the provisions of the main body of this Agreement shall have priority.
 - (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. This Agreement may be amended at any time by written instruments executed by the authorized officials of both the City and the County.
 - (c) The City 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 City.
 - (d) The City Fire Chief shall appoint the personnel necessary for the execution of the City's undertakings under this Agreement. The County shall appoint

the personnel necessary for the execution of the County's 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.

[Execution section begins on the next page.]

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

Scott Hemm

FINANCE OFFICER

2/7/20

DATE

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

CITY OF DURHAM

By: Thomas J. Bonfield
Thomas J. Bonfield, City Manager

ATTEST:

Diana Schreiber
Diana Schreiber, City Clerk



CHATHAM COUNTY

By: _____
Dan LaMontagne, County Manager

ATTEST:

Lindsay K. Ray, Clerk

NORTH CAROLINA
COUNTY OF CHATHAM

ACKNOWLEDGEMENT OF COUNTY OF CHATHAM

I, a Notary Public in and for the aforesaid County and State certify that _____ personally appeared before me this day, and Acknowledged that he is the Chatham County Manager for the County of Chatham, an N.C. political subdivision, and that by authority duly given and as the act of the County, the foregoing Interlocal Agreement with the City of Durham was signed in its corporate name by the County Manager, sealed with its corporate seal, and attested by its said Clerk.

This the ____ day of _____, 2020.

Notary Public

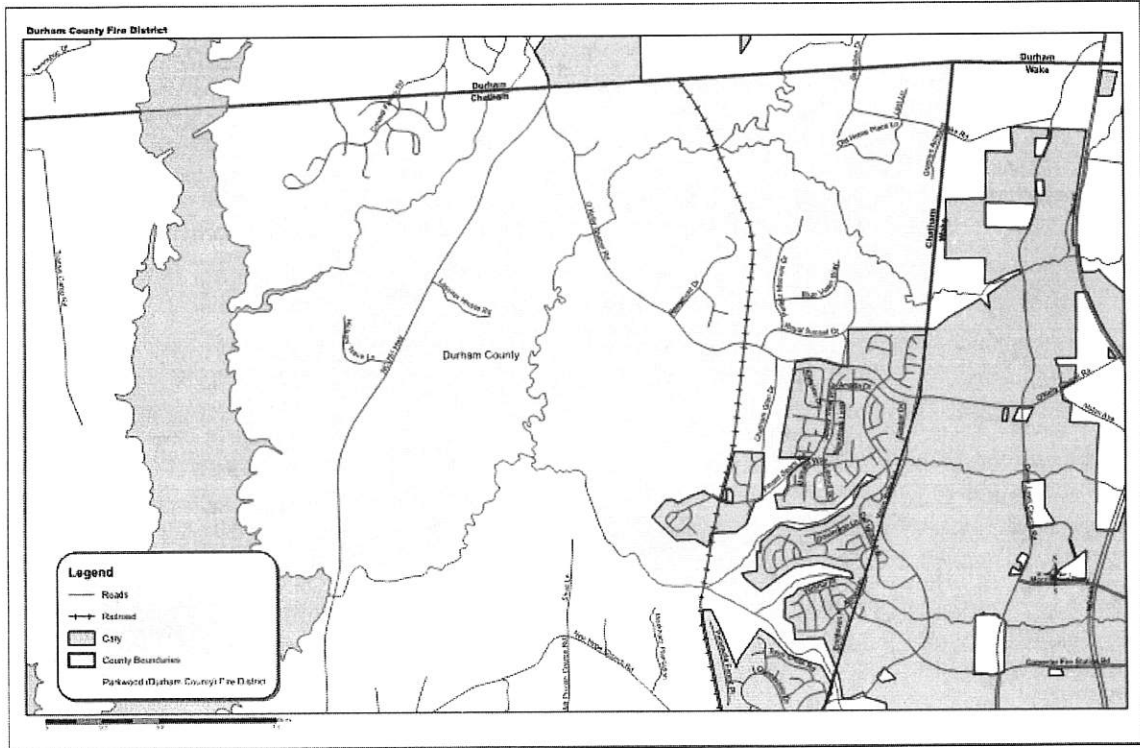
My commission expires: _____

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

By: _____
Vicki McConnell, Chatham County Finance Director

Date: _____

APPENDIX 1
City Fire District within
Chatham County



APPENDIX 2
Fire Protection and
Rescue Services
Reporting by
City of Durham

Updated reports are shall be provided as follows from the City of Durham Fire Chief:

Submittal

Date Provided By

- | | |
|--|--|
| 1. Fire Incident Reports (NFIRS) | July 1 st annually |
| 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 | Upon change in listed information |
| 3. Roster of First Responders | January 31 st annually |
| 4. Roster of Emergency Medical Technicians | January 31 st annually |
| 5. Recertification documentation (that occurred during the calendar year) | January 31 st annually |
| 6. Fire Department training report submitted to NC Firefighter's Association | January 31 st annually |
| 7. Changes to any policies or procedures which affect provision of services hereunder. | Prior to the respective effective date |