

NORTH CAROLINA

CHATHAM COUNTY

THIS AGREEMENT (this "Agreement"), made and entered into this day of , 2024 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and Moncure Volunteer Fire Department, Inc. (the "Fire Department"). Either the County or the Fire Department may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, North Carolina General Statutes § 69-25.5 provides methods by which counties may provide for fire protection in a fire district. One (1) method counties may use is to contract with an incorporated non-profit volunteer fire department; and

WHEREAS, the Fire Department is a non-profit corporation organized for fire protection service purposes as defined in North Carolina General Statutes § 69-25.5.4; and

WHEREAS, the Moncure Fire District (the "District") is a Special Tax District created pursuant to Chapter 69 of the North Carolina General Statutes; and

WHEREAS, the County levies and collects the taxes from the District for the provision of fire protection as defined in North Carolina General Statutes § 69-25.5.4; and

WHEREAS, the County desires to provide enhanced fire protection services to its residents and recognizes the need for a new training facility to ensure the Fire Department can maintain and improve its level of service; and

WHEREAS, the Fire Department has identified a suitable location for the new training facility and has developed preliminary plans for its construction; and

WHEREAS, the County and the Fire Department mutually agree that the construction of the new training facility will significantly benefit the community by providing improved training opportunities for firefighters and other public safety personnel, thereby enhancing public safety; and

WHEREAS, the County is willing to provide funding assistance for the construction of the new training facility, subject to the terms and conditions set forth herein;

NOW THEREFORE, for and in consideration of the premises and the respective benefits flowing to the parties, the County and the Fire Department, intending to be legally bound, contract and agree as follows:

1. Purpose of Agreement: The purpose of this agreement is to provide County funds to the Fire Department for the building of a fire training facility (the "Facility") on the grounds of Moncure Station 8. The Fire Department covenants and agrees that it will use the County funds appropriated and paid under this Agreement for the sole purpose of building and maintaining the training facility.
2. County Appropriation for Facility Construction: The County agrees to appropriate and pay funds to the Fire Department to be used to construct the Facility.
3. Compensation: The County shall pay the Fire Department the sum of \$600,000, payable within thirty (30) days in accordance with this Agreement.
4. Operation: The Facility shall be operated solely by the Fire Department and in compliance with this Agreement and the County shall have no involvement in, nor responsibility for, the operation or the cost of operation of the Facility.
5. Maintenance of Facility: The Fire Department shall at its sole cost and expense, keep the training facility in good order and condition and shall make or cause to be made all necessary repairs, alterations and/or replacements thereto, interior, exterior, structural and nonstructural to maintain the same in good order and

condition. The County shall have no responsibility whatsoever in respect to maintenance or repair, it being understood and agreed that the Fire Department shall have full responsibility for the maintenance of the Facility.

6. Term of Agreement: The term of this Agreement shall commence on August 1, 2024, and end on June 30, 2026, unless terminated hereinafter set forth.
7. Fire Department Additional Requirements: In addition to the primary obligations outlined in this contract, the Fire Department agrees to adhere to the following additional requirements.
 - a. Availability: The Fire Department shall ensure that the training facility is available for use by other emergency services agencies at reasonable times and on reasonable notice, subject to the Fire Department's own training schedule and operational requirements.
8. Insurance: The Fire Department shall keep the Facility, both during construction and after completion, constantly insured against loss by fire, windstorm, and other casualties and contingencies in such manner and with such companies and for such amounts as the Fire Department in its reasonable discretion determines are sufficient, but not less than the amount of funds provided by the County for the construction of said facility. The Fire Department shall purchase such insurance, pay all premiums thereon, and, upon request, shall deliver to the County copies of its insurance policies and evidence of premium payments. All proceeds from any insurance so maintained shall be applied to the repair or reconstruction of the Facility in the event of damage or destruction.
9. Termination: This agreement shall automatically terminate if a building permit has not been issued and substantial work to construct the Facility has not commenced on or before January 30, 2025 or if the Facility is not completed by June 30, 2026. If this contract is terminated, the Fire Department shall repay the county in full for any funds disbursed under this agreement. If the department is unable to repay in full, there will be a 5% reduction in payments by the County for each remaining year of the Parties' Fire Protection Contract until the full amount is repaid.
10. Notices: All notices, payments, or other correspondence given or made pursuant to this agreement shall be in writing, delivered in person, mailed by certified mail, return receipt requested, or delivered by a recognized overnight courier, postage or fees prepaid, addressed to a Party at the address given below, and shall be deemed effective upon the date received, via personal delivery, certified mail, or overnight delivery. The parties shall be responsible for notifying each other of any change of address.

Mailing addresses for Parties are as follows:

If to County:

Chatham County
Post Office Box 1809
Pittsboro, North Carolina 27312
Attention: County Manager

If to Fire Department:

Moncure Volunteer Fire Department, Inc.
Post Office Box 289
Moncure, NC 27559

11. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.

12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.
13. Entire Agreement: This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Indemnity: The Fire Department agrees to indemnify and hold harmless, the County, its officers, agents, servants, and employees from an all claims, actions, lawsuits, losses, damages, expenses, judgments or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of the Fire Department, its subcontractors, agents, or employees.
16. State and Federal Requirements: By signing this Agreement, the Fire Department certifies that (*if applicable*) the Fire Department, and any of the Fire Department's subcontractors are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <http://www.chathamcountync.gov/finance> A hard copy of the Terms and Conditions is available upon request.
17. E-Verify: The Fire Department shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the Fire Department utilizes a subcontractor, The Fire Department shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

IN WITNESS WHEREOF, Chatham County and Moncure Volunteer Fire Department, Inc. have executed this Agreement as of the day and year first written above.

CHATHAM COUNTY

MONCURE VOLUNTEER FIRE DEPARTMENT, INC.

By: _____
Dan LaMontagne, County Manager

By: _____
Tom Lewis, Board Chair

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

Roy Lynch, Finance Director