

NORTH CAROLINA

FIRST AMENDMENT TO AGREEMENT FOR SERVICE

CHATHAM COUNTY

THIS FIRST AMENDMENT (“FIRST AMENDMENT”) TO THE AGREEMENT FOR SERVICE (“AGREEMENT”), made and entered into this 15th day of April, 2024 by and between **Chatham County**, a body politic and corporate of the State of North Carolina, whose address for notices hereunder is Post Office Box 1890, Pittsboro, North Carolina 27312 (hereinafter referred to as “the County”), and **Chatham County Rescue Squad of Siler City, Inc.**, a North Carolina nonprofit corporation located in Chatham County, whose address for notices hereunder is Post Office Box 542, Siler City, North Carolina 27344, (hereinafter referred to as “the Squad”);

W I T N E S S E T H

WHEREAS, the County entered into the AGREEMENT in 2017 with the Squad whereby the Squad represented to the County that it is capable of providing ambulance and rescue services to the portion of Chatham County as defined in the AGREEMENT; and

WHEREAS, in consideration of the services provided by the Squad as defined by the AGREEMENT, the County agreed to assist the Squad and to provide financial and other assistance as set forth in the AGREEMENT to augment and improve the quality of rescue and ambulance services provided to the residents of the County; and

WHEREAS, the AGREEMENT specifies the method by which monthly payments to the Squad is determined; and

WHEREAS, the monthly payment is to be made at 100% (one hundred percent) of the budgetary allotment if the Squad responds to a minimum of 85% (eighty five percent) of calls that are dispatched by the County in the Primary Response District, as defined by the AGREEMENT; and

WHEREAS, the AGREEMENT further specifies that a prorated monthly payment to the Squad is to be remitted if the Squad responds to less than the stated minimum of calls that are dispatched by the County in the Primary Response District; and

WHEREAS, the Squad consistently preforms at a rate less than the minimum of calls that are dispatched by the County in the Primary Response District as a result of a decrease in volunteer Squad members and a decrease in the response consistency of remaining members of the Squad; and

WHEREAS, as a method to recruit and retain volunteer Squad members, and to incentivize higher call response by volunteer members, the Squad desires to change its volunteer model by compensating volunteer Squad members when members respond to calls; and

WHEREAS, to aid in the Squad's ability to compensate volunteer members, the County desires to suspend the minimum response provision of the AGREEMENT and remit 100% (one hundred percent) of the annual budgeted allocation of the 2024 Fiscal Year to the Squad; and

WHEREAS, the Squad and the County recognizes that continued inability of the Squad to perform at the minimum level as defined by the AGREEMENT will result in the termination of the AGREEMENT and discontinuation of County financial support to the Squad;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the County and the Squad agree as follows:

1. To suspend the portion of Section 5 of the AGREEMENT that requires a minimum of 85% (eighty five percent) of calls that are dispatched by the County in the Primary Response District as a measure of performance and payment methodology, where the effective amended language of the AGREEMENT in this section is as follows:

~~The Squad agrees to follow the County budgetary process to request funding. Any and all requests must be submitted to the Emergency Operations Director before October 1st of each year. The County shall pay the Squad an amount not to exceed the amount approved pursuant to the County budgetary process. The actual amount paid will depend upon the performance of the Squad. It is the County's expectation that the Squad will respond to a minimum of 85% of calls that are dispatched by the County in the Primary Response District, and if so the Squad will be paid 100% of the monthly rate. The number of calls responded to will be based on the confirmed number of radio transmissions. If the 85% expectation is not met, the amount paid will be determined as follows: The number of the calls the Squad responds to in the Primary Response District each month shall be divided by the number of calls the Squad was dispatched during the month in the Primary Response District, determine the percentage of calls the Squad responded to in the Primary Response District that month. The approved budgetary amount will be divided by 12 to get a monthly rate, and that number (the "monthly rate") will be multiplied by the percentage of calls the Squad responds to in the Primary Response District each month calculated as set forth above.~~

2. The suspension of the stated portion of Section 5 of the AGREEMENT is effective for the 2024 Fiscal Year, where the minimum performance measure and payment methodology is reactivated beginning July 1, 2024.

IN WITNESS WHEREOF, the parties have executed this First Amendment in their official capacities with legal authority to do so.

CHATHAM COUNTY

By: _____
Dan LaMontagne, County Manager

CHATHAM COUNTY RESCUE SQUAD OF SILER CITY, INC.

By: _____

Print Name: _____

Title: _____