

NORTH CAROLINA

CHATHAM COUNTY

This Interlocal Agreement, (this "Agreement") is made and entered into this 15 day of June, 2015, by and between Chatham County ("Chatham"), and Durham County, 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, Chatham wishes to provide for the delivery of Fire and Rescue Services in that portion of the Parkwood Fire District located in Chatham County that has previously been served by the Parkwood Volunteer Fire Department (hereinafter "Parkwood; and

WHEREAS, Parkwood will cease the provision of Fire and Rescue Services in Durham and Chatham Counties on or about June 30, 2015; and

WHEREAS, Chatham has requested that the Department provide Fire and Rescue Services in the area described on Exhibit 1, Durham County Fire and Rescue 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 Chatham'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, 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 Chatham County for the protection of persons within the District from injury or death.

2. TERM. The term of this Agreement shall commence on July 1, 2015, and shall automatically renew for successive terms of one (1) year each unless terminated as hereinafter provided. Either party may terminate this Agreement effective June 30<sup>th</sup> 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.

3. SERVICES TO BE PROVIDED BY THE DEPARTMENT.

(a) The Department shall be responsible for the provision of direction and control and for meeting all other statutory and regulatory requirements of Chapter 69 of the North Carolina General Statutes, and the corresponding administrative rules promulgated by the North Carolina Department of Health and Human Services Office. All Fire and Rescue services and activities provided to Chatham under this Agreement shall be under the direct control of the Department unless the parties otherwise agree.

(b) The Department shall provide and furnish adequate fire protection services and agrees to provide the necessary equipment, personnel, and other resources as determined 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 will maintain not less than a 9S insurance rating for the District, and will furnish services free of charge to all persons and individuals within the District. The Department, at its election, shall provide and furnish rescue and first responder services, including the necessary equipment, personnel, and other resources as determined by the North Carolina Association of Rescue and Emergency Medical Services.

4. PAYMENT OF SERVICES:

(a) Chatham will cause to be assessed or levied a special tax of up to fifteen cents (\$0.15) 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 Chatham County; provided, however, the amount levied annually shall be based on the needs projected in the budget estimate submitted by the Department.

(b) A special or separate fund shall be maintained by Chatham for funds collected from said special tax.

- (c) Ninety-five percent (95%) of the special tax of current and delinquent funds collected for real and personal property, excluding motor vehicles, shall be remitted to the Department by the 10<sup>th</sup> day of the month following the month of collection. Funds collected by the State for motor vehicles shall be remitted to the Department by the 20<sup>th</sup> day 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.
- (d) All funds paid to the Department by Chatham shall be used exclusively by the Department to provide the fire protection services within the District, and the Department, may also, at its election, use said funds to provide first responder services within the District, and to pay other legitimate fire, rescue, and first responder expenses attributable to the services rendered with the District. The Department may provide an optional first responder service, in accordance with the guidelines governing the same or similar services in Durham County.
5. COMPLIANCE. The Department shall operate in compliance and with all applicable State and local laws and regulations including, but not limited to the North Carolina Fire Incident Reporting System (G.S. 58-79-45, NC Administrative Code, §.0402). The Department agrees to file with the Chatham Fire Marshal's Office a current roster of its personnel providing services under this Agreement, an annual training report, and a list of apparatus including pump and tank size, and specialized fire suppression equipment, not later than July 31, of each year.
6. AUDIT. It is agreed that Chatham may inspect all books and accounts of the Department upon reasonable notice during the Department's regular business hours at mutually agreeable times. The Department and Chatham shall agree on budgeting procedures and a submitted timetable for annual budget request by the Department along with a supporting letter of request for a proposed tax rate signed by the Durham County manager. Chatham will provide the Department with standard forms for budget submission and the Department shall use such standard forms.
7. 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 Marshal and Emergency Management  
2422 Broad Street  
Durham, North Carolina 27704

**Notices to Chatham:**

Fire Marshal  
Post Office Box 548  
Pittsboro, North Carolina 27312

8. RESPONSIBILITIES OF PARTIES. Neither party agrees to indemnify or hold harmless the other party. However, to the extent permitted by law, each party agrees to be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees, subcontractors, or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. In the event that a claim is made against both parties it is the intent of both parties to cooperate in the defense of said claim, However, either party shall have the right to take any and all actions they believe necessary to protect their interest, including, without limitation, the right to enforce the obligations of this Agreement against the other party and the right to recover damages caused by the other party arising out of the performance or nonperformance of this Agreement. This provision shall survive the termination of this Agreement.

9. 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, Chatham County shall reimburse the Department the amount of such increased cost when paid and documented by the Department.

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

11. 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.

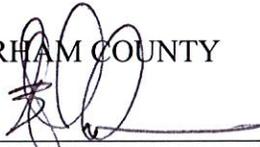
12. MISCELLANEOUS.

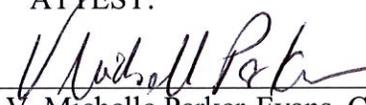
(a) It is understood and agreed that the entire agreement between the parties related to subject matter of this Agreement is contained herein and that this Agreement supersedes all oral agreements, previous written agreements, and negotiations between the Department and Chatham.

(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.
12. 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.

DURHAM COUNTY  
 By:   
 Wendell Davis, County Manager

ATTEST:  
  
 V. Michelle Parker-Evans, County Clerk



CHATHAM COUNTY  
 BY:   
 Charlie Horne, County Manager

ATTEST:  
  
 Lindsay K. Ray, County Clerk



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

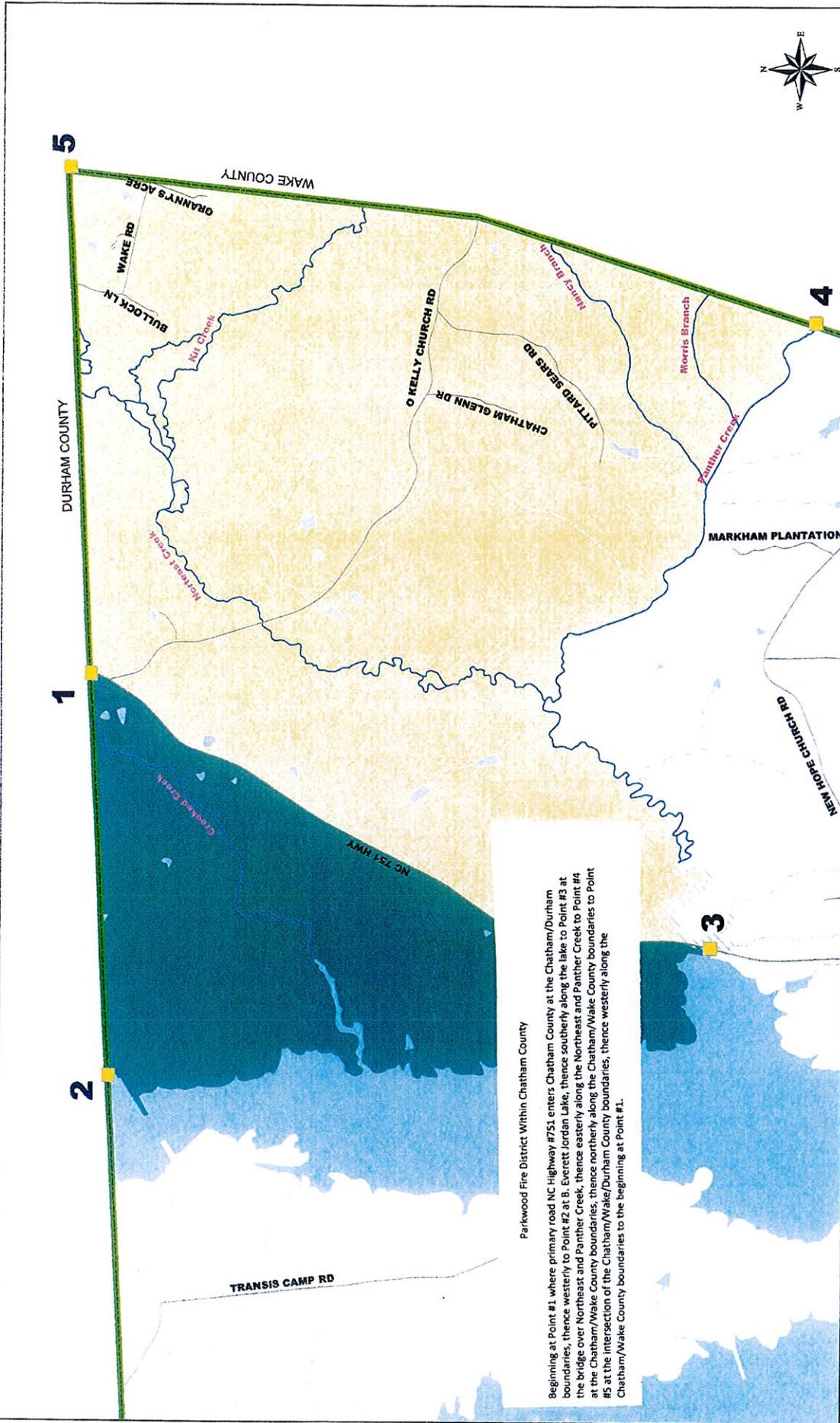
  
 Vicki McConnell, Finance Director

6/17/15  
 Date



PARKWOOD FIRE DISTRICT - CHATHAM COUNTY

EXHIBIT 1



Parkwood Fire District Within Chatham County

Beginning at Point #1 where primary road NC Highway #751 enters Chatham County at the Chatham/Durham boundaries, thence westerly to Point #2 at B. Everett Jordan Lake, thence southerly along the lake to Point #3 at the bridge over Northeast and Panther Creek, thence easterly along the Northeast and Panther Creek to Point #4 at the Chatham/Wake County boundaries, thence northerly along the Chatham/Wake County boundaries to Point #5 at the intersection of the Chatham/Wake/Durham County boundaries, thence westerly along the Chatham/Wake County boundaries to the beginning at Point #1.