

**STATE OF NORTH CAROLINA
ORANGE COUNTY**

FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement"), made and entered into this 7th day of March , 2024 by and between Orange County, hereinafter referred to as the "County" and Town of Carrboro, hereinafter referred to as the "Town", both referred to herein as "Party" and/or jointly as the "Parties".

WITNESSETH:

1. County created the South Orange Fire Service District (the "District") as a County Service District to this Agreement pursuant to Chapter 153A, Article 16 of the North Carolina General Statutes and desires to contract with the Town for fire protection and other services as set out herein.
2. Pursuant to §NCGS 153A-307, the County agrees that it will cause to be assessed or levied a special tax of not more than fifteen cents (\$.15) per one-hundred dollar (\$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 a part of the ad valorem taxes of Orange County; provided however, the amount levied annually shall be based on the needs projected in the budget estimate submitted by the Town to the County as approved by the County.
3. That a special or separate fund shall be maintained by the County for funds collected as a result of said special tax.
4. That from said special tax ninety-eight and one-half percent (98.5%) of current delinquent funds collected on real and personal property excluding motor vehicles shall be remitted to the Town in quarterly payments by the 15th day of the first month of each quarter for the first three quarters and the final quarterly payment will be made based on the County Finance Director's estimate of overall tax collections through the fiscal year end not to exceed the appropriation amount.
5. The Town shall provide and furnish adequate fire protection services and shall 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. Town will furnish fire and rescue services free of charge to all persons and individuals within the District (excluding non-public commercial transportation). Fire Department shall strive to maintain the current ISO rating of 4 or look to achieve an ISO rating of 3 or better. Town will furnish fire, rescue, community risk reduction and medical responder services on the same basis and in the same manner as it provides such services within the Town free of charge to all persons and individuals within the district, provided, however that this Agreement shall not prevent the Town from imposing fees, so long as such fees are the same for properties in the District and in the Town. By way of illustration, but not limitation, in the event the Town was to establish a charge for responding to a false alarm, it may assess such fees within the District to the same extent that such fees are assessed to properties within the Town.

6. That all funds paid to the Town by the County shall be used exclusively by the Town to provide fire protection services within the District, and the Town may also use said funds to provide Emergency Medical Technician and rescue services within the District, and to pay other legitimate fire, rescue, and Emergency Medical Technician expenses attributable to the services rendered within the District.
7. The Town shall provide Emergency Medical Technician Services within the District to provide basic emergency medical care to the residents within the District on the same manner in which such services are provided within the Town. Emergency Medical Technician Services are defined as the provision of basic life support treatment as needed until such time as more highly trained personnel arrive on scene. Such Emergency Medical Technician Services may be provided through mutual aid agreements or through third party contracts.
8. The Fire Department shall provide Hazardous Materials Response Services according to the North Carolina Department of Insurance North Carolina Fire Rescue Commission Haz-Mat 1 Responder level for all operational responses in the district. Hazardous Materials Response Services are defined as defensive actions necessary to protect life, property and the environment from the effects of the release.
9. The Town shall provide rescue services within the District to provide basic rescue services to the citizens within the District in the same manner in which such services are provided within the Town. Rescue services are defined as the removal, extrication, or freeing of individuals from vehicle confinement or danger. Currently the fire department is certified through the Rescue Association in Light Rescue. The Fire Department shall maintain current rescue certifications through the Rescue Association. Such rescue services may be provided through mutual aid agreements or through third party contracts.
10. In providing the services contemplated herein the Town 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 (G.S. 58-79-45, NC Administrative Code, §.0402). The Town shall submit electronic incident reports on a quarterly basis to the North Carolina Department of Insurance and shall provide written notification to the Orange County Emergency Services' Fire & Life Safety Division at the time of submission to the State. Town further agrees to file with Orange County Emergency Services' Fire & Life Safety Division a current list of its Town Council no later than 14 days after members take office. The Town shall provide a copy of the certified personnel roster submitted to the N.C. State Firefighter Association to the Orange County Emergency Services' Fire & Life Safety Division at the time of submission to the association. Accompanying the roster shall be an annual training report. The Town shall provide confirmation of criminal history checks for all members on the roster in accordance with N.C. General Statute § 143B-943. The fire department agrees to work with Emergency Management to resource type personnel, apparatus including pump and tank size, and specialized fire suppression equipment in Salamander or other software used by Emergency Services. The County shall have the right to inspect all books and accounts for the Town Fire Department at any time. Said inspection shall be conducted by the Orange County Emergency Services' Fire & Life Safety Division and/or Orange County Finance Office and/or their designee. The following minimal

performance standards are agreed upon by the County and the Town and are a part of this contract:

- A. Dispatching Protocols. Town shall comply with Orange County dispatching protocols and policies. The County shall consult with the Town prior to implementing new or changing said protocols.
- B. Response Time. Town should have the goal of having a response time that exercises due diligence to responding to all emergencies when notified of the emergency.
- C. Personnel on Scene. Town should have adopted standard operating guidelines that address the appropriate number of firefighters needed on all type fire calls. The National Incident Management System shall be used at all incidents to manage personnel.
- D. Training. Town shall have the minimum standard training requirements set forth by the State of North Carolina and NC Department of Labor for providing fire and emergency services provided by the Fire Department. For purposes of this agreement emergency services includes both Emergency Medical Technician services, hazardous materials services, and rescue services.
- E. Fire Investigations. The Town officer in charge at all fire scenes shall attempt to determine the cause and origin of every fire. When the officer in charge cannot determine the cause and origin of the fire, the officer in charge may request assistance from the Orange County Emergency Services' Fire & Life Safety Division.
- F. Reports. Town shall keep all records according to state law for retention. All State and county required reports and rosters shall be submitted by the applicable deadlines.
- G. Fire Hydrants. Fire hydrants in the Town shall be tested by the Orange Water and Sewer Authority on the same schedule and in the same manner as OWASA test hydrants in the Town.
- H. Emergency/Disaster Response. Town shall follow the Town of Carrboro and Orange County Emergency Operations Plan (EOP) when responding to an emergency or disaster in the District.
- I. State of Emergency. County requests that the Town, when available, assist with the following services, but not limited to, before, during, and following times of emergency/disaster: 1) Debris Removal; 2) Traffic Control; 3) Alert and Notification; 4) Search and Rescue; 5) Evacuation Notification and Coordination; and 6) other lifesaving and property protection measures as necessary. All operations shall be in accordance with the Town and Orange County Emergency Operations Plan.

- J. Medical Responder Services. When Town provides Emergency Medical Technician Services assistance, it shall be done in accordance with the protocols set forth by the Orange County Medical Director.
11. The Town shall present the County with an annual audit by a Certified Public Accountant, which shall be in conformity with General Accepted Accounting Principles. Such audit to be provided and be in conformity with the most recent audit policies of the North Carolina Local Government Commission. Further, the Town agrees to comply with County budgeting procedures including a mid-year financial statement for its fire department and other procedures provided for by State Law and agree to submit budget estimates to the Board of Commissioners on the standard forms used by County departments. The Town agrees to have the annual audit published for Public review. The Town also agrees to use standard line items for accounting as requested by the County Finance Department.
- A. In the event that the audit reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, or any material weakness or significant deficiencies, the Town shall provide a written statement to the county that contains an explanation of each issue and an action plan (with implementation timetable) for resolving each such issue, weakness and/or deficiency, and shall provide periodic reports to the county on progress made in resolution of each issue, weakness and/or deficiency. If resolution of such issues, weakness or deficiencies requires professional advice on the part of the Town (or county's) auditor, the Town shall bear the cost of such advice.
 - B. Should the Town fail to submit its audit report to the county within the above time period, the county will suspend all funds immediately until the audit is delivered as set forth above, except that the county's Chief Financial Officer may grant a reasonable submittal extension if the Town is unable to deliver the audit for reasons beyond the control of the fire department or the auditor.
 - C. The Town agrees that if its financial records are judged to be un-auditable for purposes of an audit or establishment of a budget by the county's chief financial officer or, if a regular or special audit by a certified public accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the Town Council will be notified by the County. At that time, the County and Town Council may jointly name a trustee who will assume responsibility for management and financial decision-making for the fire department until such time as the county and Town agree that the Town fire department's finances have been stabilized to the extent required to satisfy the financial management provisions of this contract.
12. The Town shall comply with the County budgeting procedures and purchasing procedures provided for by state law and shall submit annual budget estimates for the Town Fire Department in accordance with established County budget timetables along with a supporting letter of request for the proposed tax rate shall be signed by the Town's Town Manager upon approval of its Town Council. The County will provide

the Town with standard forms for budget submission and the Town shall use such standard forms.

13. The Town agrees to the extent allowed by law to hold harmless and indemnify the County from and against any and all liability and expenses including attorney fees, court costs and other costs incurred by the County caused by any act or omission of the Town, its agents and employees. The Town shall purchase and maintain, during the term of this Agreement, and any extension hereof, at least the following insurance coverage:

- A. Workers Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.
- B. Comprehensive General Liability: Shall have minimum limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.
- C. Business Auto Policy: Shall have minimum limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles and employee non-ownership.
- D. Special Requirements: The Town of Carrboro will name Orange County as the additional insured on the Comprehensive General Liability policy.
- E. Current, valid insurance policies meeting the above requirements shall be maintained. Renewal certificates shall be sent to Orange County thirty (30) days prior to any expiration date. There shall also be a 30-day notification to Orange County in the event of cancellation or modification of any stipulated insurance coverage. Certificates of Insurance on an Acord 25 (8/84) or similar form meeting the required insurance provisions shall be forwarded to Orange County. Wording on the certificate of insurance which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.

14. In connection with the performance of this Agreement, the Town agrees not to discriminate against any employee, member, or applicant for employment or membership because of race, color, national origin, religion, creed, ethnicity, sex, sexual orientation, age, disability, political affiliation, and Vietnam-Era or disabled

veteran status. Employees, members and applicants must be competent and capable of performing the requirements of the job. The Town agrees to take all reasonable measures to ensure that applicants are employed, and that employees are treated appropriately, during their employment, without regard to their race, color, national origin, religion, creed, ethnicity, sex, sexual orientation, age, disability, political affiliation, and Vietnam-Era or disabled veteran status.

15. This Agreement shall continue for a term of five (5) years unless terminated as hereinafter provided. This Agreement may be renewed for two additional five-year terms upon mutual agreement of the Parties. 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 prior agreements, arrangements, and understandings related to the subject matter hereto. This Agreement may not be changed or terminated except in writing and as provided herein, and no notice shall be effective unless evidenced by a written instrument duly executed by the Party or Parties, hereto and delivered as follows:

If to County
Orange County
Attn: County Manager
P.O. Box 8181
Hillsborough, NC 27278

If to Town
Town of Carrboro
Attn: Town Manager
301 West Main Street
Carrboro, NC 27510

17. That this agreement shall be binding upon and ensure 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. No act or failure to act by the County or the Town shall constitute a waiver of any right or duty granted to the Parties by the terms of this Agreement. Nor shall any act or failure to act constitute any approval except as specifically agreed to in writing.

IN WITNESS WHEREOF, the County has caused this instrument to be executed by the Chairperson of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and the Town has caused this instrument to be signed in its corporate name by its Town Manager, attested by its Clerk, and its corporate seal hereto affixed.

Acknowledged and agreed to the day and date first above recorded.

ORANGE COUNTY

Town of Carrboro

BY: _____
Chair

BY: _____
Town Manager

ATTEST:

ATTEST:

Clerk Board of Commissioners

Town Clerk

(County Seal)

(Corporate Seal)

County Clerk attests date this the
____ day of _____, 2024.

Town Clerk attests date this the
____ day of _____, 2024.

Approved as to Form & Authorization

Town Attorney

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

Finance Officer

Fire Chief

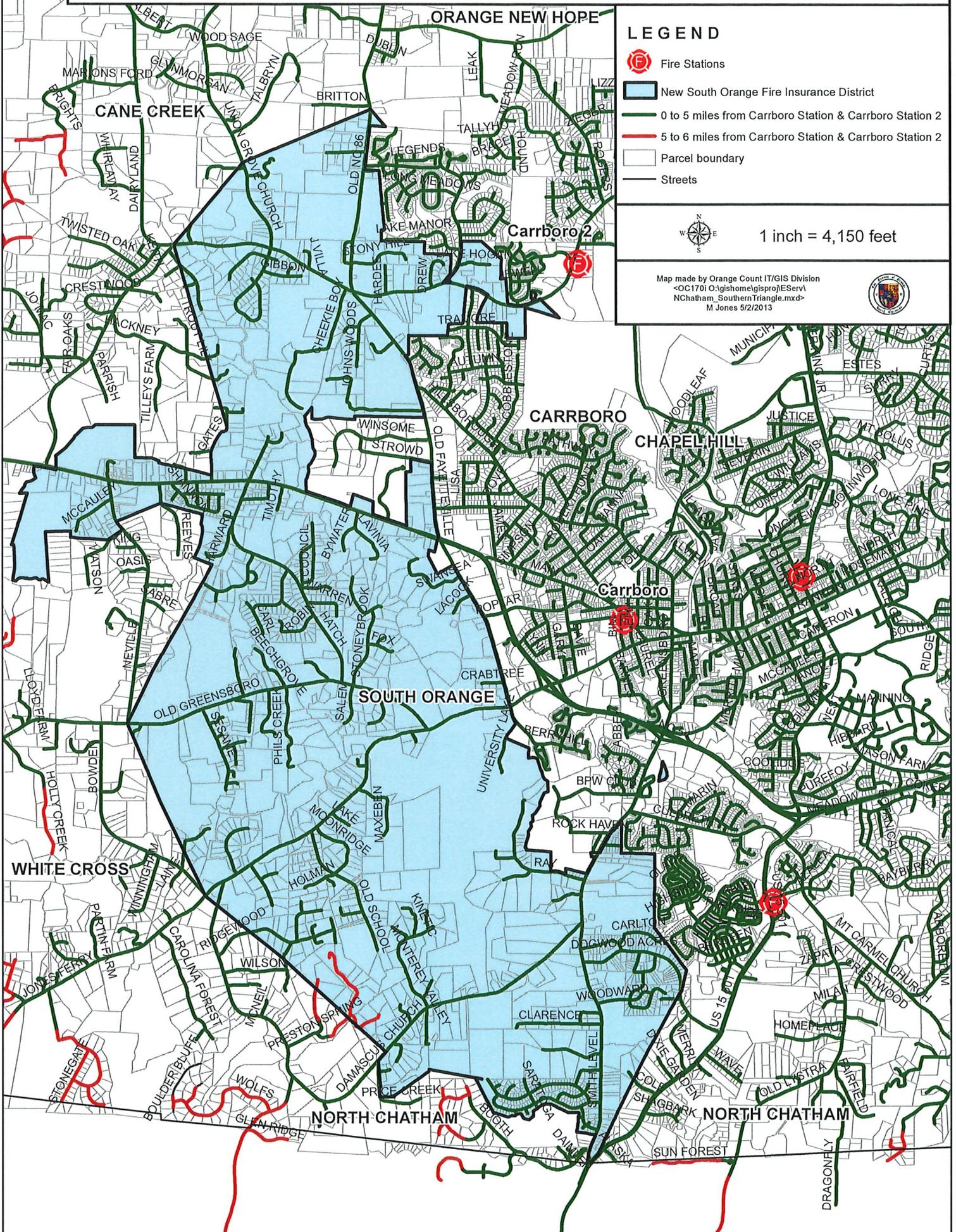
Dollar Thresholds in North Carolina Public Contracting Statutes



Dollar limits and statutory authority current as of November 1, 2015

| Requirement | Threshold | Statute |
|---|--|---------------------------------|
| Formal bidding | | |
| | <i>(estimated cost of contract)</i> | |
| Construction or repair contracts | \$500,000 and above | G.S. 143-129 |
| Purchase of apparatus, supplies, materials, and equipment | \$90,000 and above | G.S. 143-129 |
| Informal bidding | | |
| | <i>(actual cost of contract)</i> | |
| Construction or repair contracts | \$30,000 to formal limit | G.S. 143-131 |
| Purchase of apparatus, supplies, materials, and equipment | \$30,000 to formal limit | G.S. 143-131 |
| Construction methods authorized for building projects | | |
| | Over \$300,000 | G.S. 143-128(a1) |
| Separate Prime | <i>(estimated cost of project)</i> | |
| Single Prime | | |
| Dual Bidding | | |
| Construction Management at Risk (G.S. 143-128.1) | | |
| Design-Build and Design-Build Bridging (G.S. 143-128.1A; G.S. 143-128.1B) | | |
| Public Private Partnership (P3) (G.S. 143-128.1C) | | |
| Historically Underutilized Business (HUB) requirements | | |
| Building construction or repair projects | | |
| – Projects with state funding (<i>verifiable 10% goal required</i>) | \$100,000 or more | G.S. 143-128.2(a) |
| – Locally funded projects (<i>formal HUB requirements</i>) | \$300,000 or more | G.S. 143-128.2(j) |
| – Projects in informal bidding range (<i>informal HUB requirements</i>) | \$30,000 to \$500,000* | G.S. 143-131(b) |
| *Note: Formal HUB requirements should be used for informally bid projects costing between \$300,000 and \$500,000 | | |
| Limit on use of own forces (force account work) | | |
| | <i>(not to exceed)</i> | G.S. 143-135 |
| Construction or repair projects | \$500,000 (total project cost) or \$200,000 (labor only cost) | |
| Bid bond or deposit | | |
| Construction or repair contracts (<i>at least 5% of bid amount</i>) | Formal bids (\$500,000 and above) | G.S.143-129(b) |
| Purchase contracts | Not required | |
| Performance/Payment bonds | | |
| Construction or repair contracts (<i>100% of contract amount</i>) | Each contract over \$50,000 of project costing over \$300,000 | G.S. 143-129(c); G.S. 44A-26 |
| Purchase contracts | Not required | |
| General contractor's license required | | |
| | \$30,000 and above | G.S. 87-1 |
| Exemption | Force account work (<i>see above</i>) | |
| Owner-builder affidavit required | Force account work (<i>see above</i>) | G.S. 87-14(a)(1) |
| Use of licensed architect or engineer required | | |
| Nonstructural work | \$300,000 and above | G.S. 133-1.1(a) |
| Structural repair, additions, or new construction | \$135,000 and above | |
| Repair work affecting life safety systems | \$100,000 and above | |
| Selection of architect, engineer, surveyor, construction manager at risk, or design-build contractor | | |
| "Qualification-Based Selection" procedure (QBS) | All contracts unless exempted | G.S. 143-64.31 |
| Exemption authorized | Only projects where estimated fee is less than \$50,000 | G.S. 143-64.32 |

South Orange Fire Service District / New South Orange Fire Insurance District



LEGEND

- Fire Stations
- New South Orange Fire Insurance District
- 0 to 5 miles from Carrboro Station & Carrboro Station 2
- 5 to 6 miles from Carrboro Station & Carrboro Station 2
- Parcel boundary
- Streets



1 inch = 4,150 feet

Map made by Orange County IT/GIS Division
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M Jones 5/2/2013

