

**NORTH CAROLINA,  
STANLY COUNTY.**

**AGREEMENT FOR FIRE PROTECTION, RESCUE, AND MEDICAL  
RESPONDER SERVICES BETWEEN THE TOWN OF NORWOOD  
AND THE CENTER RURAL FIRE DEPARTMENT**

THIS AGREEMENT for Fire Protection, Rescue, and Medical Responder Services, entered into as of June 23, 2016 by and between the Town of Norwood, North Carolina (the "Town"), a North Carolina municipal corporation with its offices located at 116 South Main Street, Norwood, North Carolina 28128, and the Center Rural Fire Department ("CRFD" or the "Corporation"), a not for profit corporation formed and operated under the laws of the State of North Carolina, with its offices located at 141 Blalock Street, Norwood, North Carolina 28128 .

WHEREAS, the Town and CRFD have heretofore cooperated in the provision of fire protection services to residents of the Town and the surrounding area by contractual agreement associated with providing such services; and

WHEREAS, the Town and CRFD desire to continue such cooperative efforts pursuant to the terms of this Agreement; and

WHEREAS, the Town desires to insure the stability of the fire protection services, rescue services, and medical first responder services provided by CRFD through this Agreement; and

WHEREAS, CRFD has the ability to provide fire protection to the citizens of the Town, and agrees to provide fire protection services, rescue services, and medical first responder services throughout the incorporated limits of the Town and its fire district.

NOW, THEREFORE , in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Town and CRFD, it is agreed as follows:

**1. TERM.** The term of this Contract shall begin on July 1, 2016 and shall continue until and through June 30, 2020. Either CRFD or the Town upon presenting written notice of termination to the other party at least one (1) year in advance of the termination date may terminate this Contract, unless both parties agree in writing to a shorter period. The Contract will automatically renew itself for a four (4) year extension period after June 30, 2020, and with a maximum of two (2) automatic four (4) year extensions, provided the Town and CRFD do not formally renew this contract or until it is superseded by a new agreement for the following fiscal year. This Agreement may,

during the initial term or any extension thereof, be amended or renewed by written agreement of both parties.

**2. SERVICES TO BE PROVIDED.** CRFD shall provide fire protection services, rescue services for which CRFD is qualified, and Medical First Responder service to the Town within the Town's corporate limits as those limits may be amended from time to time during the term of this Contract. The fire protection services, rescue services and Medical First Responder services provided by CRFD shall meet all reasonable applicable professional standards, promote goodwill in the community, and shall include fire safety educational services to the residents of the Town.

As of the date of this Agreement, the parties hereto are bound by the terms of a written contract for first responder services, and nothing in this Agreement shall modify or terminate any of the duties and responsibilities of the parties to such existing contract prior to the effective date of this Agreement.

**3. STAFFING REQUIREMENTS.** CRFD shall provide a sufficient number of competent, trained personnel to provide fire protection services, rescue services, and Medical First Responder services to satisfy its obligations in accordance with this Contract.

**4. COMPENSATION.** The Town of Norwood shall pay CRFD for services provided under paragraph two (2) of this Agreement as follows:

<u>Amount of Payment</u>	<u>Due Date of Payment</u>	<u>Purpose of Payment</u>
\$65,000.00	July 10, 2016	Fire Protection & Rescue Services
\$10,000.00	July 10, 2016	First Responder Services
\$15,000.00	July 10, 2016	Integration Fee
\$75,000.00*	July 10, 2017	Fire Protection, Rescue, & First Responder Services
\$75,000.00*	July 10, 2018	Fire Protection, Rescue, & First Responder Services
\$75,000.00*	July 10, 2019	Fire Protection, Rescue, & First Responder Services
\$76,875.00*	July 10, 2020	Fire Protection, Rescue, & First Responder Services
\$76,875.00*	July 10, 2021	Fire Protection, Rescue, & First Responder Services
\$76,875.00*	July 10, 2022	Fire Protection, Rescue, & First Responder Services
\$76,875.00*	July 10, 2023	Fire Protection, Rescue, & First Responder Services
\$78,750.00*	July 10, 2024	Fire Protection, Rescue, & First Responder Services
\$78,750.00*	July 10, 2025	Fire Protection, Rescue, & First Responder Services
\$78,750.00*	July 10, 2026	Fire Protection, Rescue, & First Responder Services
\$78,750.00*	July 10, 2027	Fire Protection, Rescue, & First Responder Services

\* NOTE: Provided Agreement remains in effect.

**5. SPECIAL CIRCUMSTANCES.** In the event unforeseen circumstances arise that materially affect the costs and circumstances of providing the services specified in paragraph two (2) of this Agreement, the parties agree to negotiate with each other and communicate in good faith so that the public safety of the citizens of Norwood is promoted, maintained, and enhanced.

**6. CORPORATION TO PROVIDE ADDITIONAL EQUIPMENT.** Unless the parties agree in writing otherwise, it shall be the responsibility of CRFD to purchase all fire apparatus, equipment, and materials required by or useful to CRFD to carry out its obligations under this Contract.

**7. RADIOS, PAGERS, & ELECTRONIC DEVICES.** The Town owns certain electronic devices specifically earmarked and utilized for fire protection services, rescue services, and medical first responders. The Town agrees to provide all radios, pagers, and electronic devices currently utilized and including all future radios, pagers, and electronic devices to be placed in the custody of CRFD for the public good. It shall be the responsibility of CRFD to maintain an inventory of these items and to keep them in good working order for their normal life expectancy and to insure such items on their commercial insurance policy. If at any time the Radios, Pagers, or Electronic Devices are no longer needed, they are to be returned to the Town Administrator to receive a return receipt for the asset return along with a complete description, model, serial number, date received, along with a summary condition report. A list of electronic items and equipment will be attached and made part of this Agreement as an attached Exhibit prior to final execution of the contract.

**8. FIRE HYDRANTS.** The Town shall not impose any fee upon CRFD for the use of the Town's fire hydrants, regardless of the location of the hydrant and so long as for it is for Fire Service Delivery or Training.

**9. FIRE HYDRANT INSPECTION AND MAINTENANCE.** The Town Administrator will be responsible for supervising the repair of hydrants and/or determining whether a hydrant is in satisfactory operating condition. In either case, the Town Administrator will report his findings and/or corrective actions back to the Fire Chief within 30 days of the Town receipt of a report from CRFD. The Town *or CRFD* will physically mark *non-operational or ineffective hydrants* by placing an orange bag (or other mutually agreed upon identification system) on any hydrant that is not operational. In addition, the Town Administrator (or other designee) will immediately notify the Fire Chief upon discovering a fire hydrant that is not operable. It shall be the Town's responsibility for all hydrant maintenance expense, including independent third party testing within the Town's municipal fire service district.

If a dispute arises between the parties concerning pressure or fire/flow problems, either party can request in writing an independent third party test and review to determine whether a hydrant is in satisfactory operating condition. Any expense from the third party review will be paid for in equal amounts by the Town and CRFD, unless otherwise agreed.

**10. TOWN BUDGET.** Each year the Town shall include in its annual budget ordinance, line items for Annual Fire Protection Service and medical first responders. The Town shall pay to CRFD the agreed upon amount through approval of the Town's annual budget process for Annual Fire Protection Service and medical first responders. The Town will notify the Corporation of the amounts budgeted by the Town for each line item for the upcoming fiscal year within forty-five (45) days of the Town's adoption of its budget. The Town will pay CRFD for annual fire protection service and medical first responders in a single payment according to the agreed upon PAYMENT SCHEDULE but no later than July 10<sup>th</sup> of each year.

**11. AUDIT FINDINGS.** in the event the audit of management letter reveals a reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, CRFD shall provide a written statement that contains an explanation of each such issue. If resolution of such issues and an action plan (with implementation timetable) for resolving each such issue, and shall provide periodic reports to the Town on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of that auditor, CRFD shall bear the cost of such advice.

**12. WORKERS' COMPENSATION.** CRFD shall provide such coverage for all employees/volunteers within statutory limits and in compliance with the applicable state and federal laws. The policy must include, at a minimum, employers' liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease for each employee, and \$500,000 bodily injury disease by policy limit.

**13. DESIGNATION OF ADDITIONAL INSURED.** The Town is to be included as an Additional Insured on the comprehensive general liability, business auto liability, property, and professional errors and omission liability.

**14. PROOF OF INSURANCE.** Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the Agreement. Renewal certificates shall be sent to the Town 30 days prior to any expiration date. To the extent possible there shall also be a 30-day notification to the Town in the event of cancellation or modification of any stipulated coverage. Certificates of insurance provisions shall be forwarded to the Town of Norwood.

**15. INDEMNIFICATION.** CRFD agrees to protect, defend, indemnify, and hold the Town of Norwood and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of the exercise by the Town and/or performance by CRFD of any right, privilege, or responsibility authorized or imposed by this Contract. CRFD further

agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. To the extent allowed by law, the Town agrees to protect, defend, indemnify, and hold CRFD its officers, employees and agents free and harmless from and against any claims and all losses, penalties, settlements, costs, charges, professional fees and expenses or liabilities of every kind and character in connection with the exercise by the Town, (including Town employees) of rights and authority imposed by law on or assumed by the Town in connection with fire safety and inspection services.

**16. COMPREHENSIVE GENERAL LIABILITY.** CRFD shall provide Comprehensive General Liability insurance coverage with minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability and \$3,000,000 aggregate. This shall include premises and operation, independent contractors, products and completed operations, board from property damage, a contractual liability endorsement, and XCU coverage if necessary.

**17. SERVICE RESPONSIBILITY - FIRE SUPPRESSION.** Throughout the term of this Agreement, the CRFD, its units and personnel shall be routinely dispatched by the Stanly County Communications Center to all structure related fire emergencies in the Town as defined by the Office of the State Fire Marshal. In addition the CRFD shall be dispatched to all non-structure related fire emergencies within its defined primary territory.

CRFD shall record and maintain an Alarm Record of each incident within the Town in accordance with State requirements.

CRFD shall be responsible for equipping and training its firefighters in a manner consistent with all current and future regulations of the North Carolina Department of Insurance.

CRFD shall provide the necessary equipment and personnel to furnish fire protection throughout the incorporated limits within the Town and in its fire district, as well as automatic and mutual aid to other fire departments as needed and as required by Agreement. CRFD shall maintain an insurance protection rating of at least a seven (7) for all properties within the Town provided the property is that within five (5) miles of CRFD current location or serviced by a CRFD owned or leased alternative location, as determined by the Office of the State Fire Marshal. Should CRFD move to a lesser rating than a seven (7), CRFD will develop a plan (within 90 days) to return to a rating of a seven (7) or better with the Office of the State Fire Marshal.

**18. SERVICE RESPONSIBILITY - EMERGENCY MEDICAL.** The Town does not provide emergency medical services, this being a function of Stanly County. However, as a result of this Agreement and through CRFD, CRFD is the first responder for emergency medical services. Further, CRFD shall provide to Town residents within its assigned primary territory whatever emergency medical services CRFD currently provides or may provide in the future on its own initiative or by agreement with the Town or Stanly County.

**19. MODIFICATIONS.** The Town and CRFD agree that this Agreement may be amended or modified from time to time; provided such amendments or modifications are in writing and signed by the parties hereto. Further, CRFD agrees that the provision of fire services, rescue services and medical first responders during the term of this Agreement is unpredictable and ever-changing and therefore agrees that any request for a Council-initiated change in the delivery of fire services by the Town shall not be unreasonably withheld, provided the Town agrees to cover CRFD's incremental costs associated with the Town's request.

**20. TERMINATION.** The Town and CRFD mutually covenant and agree that this Agreement for fire protection service, rescue service, and medical first responders may be terminated only for cause or upon the mutual agreement of the parties. Cause shall include the failure of either party to perform the material provisions of this Agreement and shall include, but not be limited to, the failure to meet the required standards of performance, audit findings, service responsibility, requirements of the Agreement.

If this Agreement is terminated by the Town for a reason other than cause or mutual agreement of the parties, CRFD shall be entitled to \$ 75,000 as liquidated damages. CRFD and Town acknowledge that the CRFD's actual damages in the event of a default by Town under this Agreement will be difficult to ascertain, that such liquidated damages represent CRFD's and Town's best estimate of such damages, and that the CRFD and Town believe such liquidated damages are a reasonable estimate of such damages. CRFD and Town expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of Town's default. Such liquidated damages shall be the sole and exclusive remedy of the CRFD by reason of a default by Town under this Agreement, and CRFD hereby waives and releases any right to sue Town, and hereby covenants not to sue Town, for specific performance of this Agreement or to prove that CRFD's actual damages exceed the amount which is herein provided the CRFD as full liquidated damages.

If CRFD terminates this Agreement for a reason other than cause or mutual agreement of the parties, the Town may exercise such rights and remedies as may be provided for or allowed by law or in equity. CRFD hereby acknowledges that Town's remedies include, without limitation, the right to seek, prove and recover (to the extent proven) monetary damages from CRFD in an amount equal to all actual out-of-pocket costs and expenses paid or incurred by Town, including, without limitation, reasonable attorney's fees. The minimum liquidated damages fee shall be \$75,000.

Upon termination of this Agreement by either the Town or CRFD, CRFD shall deliver to the Town all records, information and Town-owned real or personal property in the possession of CRFD relating to the services performed.

Termination of this Agreement shall not relieve the Town of its obligation to pay to CRFD monies due and unpaid, if any, at the time of termination or cancellation.

**21. GENERAL PROVISIONS.** The Recitals are incorporated herein by reference and constitute part of this Agreement. The parties agree that this Agreement shall in all respects and in all instances be governed by, enforced and construed in accordance with the internal laws (and not the laws of conflicts) of the State of North Carolina. Any dispute

arising out of or relating to this Agreement must be heard by a state or federal court sitting in North Carolina, and both the Town and the CFRD hereby submit and consent to the personal jurisdiction of such courts.

This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

No modification, termination or attempted waiver of this Agreement, or any provision hereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

**22. ENTIRE AGREEMENT.** This Agreement contains and includes the entire understanding of the parties. The terms of this Agreement shall not be amended or modified in any respect except and unless such amendment or modification is in writing signed by the parties. No failure of any party to strictly enforce performance by the other of obligations created by this Contract shall be deemed to constitute a waiver of the right to future enforcement of any term of this Agreement.

**23. NOTICES.** Except as otherwise specifically required by this Agreement, all notices required by this Agreement shall be delivered by personal service or by certified mail, return receipt requested as follows:

- a) to the Town — to the Town Administrator at 116 South Main Street, Post Office Box 697, Norwood, North Carolina 28128;
- b) to the Corporation — to Center Rural Fire Department Board Chair, at Post Office Box 1320, Norwood, North Carolina 28128.

**IN WITNESS WHEREOF**, the parties by and with the consent of their respective governing boards hereunder set their hands and seals, the date above written.

CENTER RURAL FIRE DEPARTMENT

BY: Ronnie Hatley  
Ronnie Hatley, CRFD Board Chairman

ATTEST:  
BY: Toby Taylor  
Toby Taylor, Sec./Treasurer

TOWN OF NORWOOD

BY: Linda Campbell  
Name & Title: Mayor Pro Tem

ATTEST:  
BY: Kelly Caudle  
Kelly Caudle, Town Clerk

This Instrument Has Been Preaudited In The  
Manner Required By The Local Government  
Budget And Fiscal Control Act  
Kelly Caudle  
Finance Officer



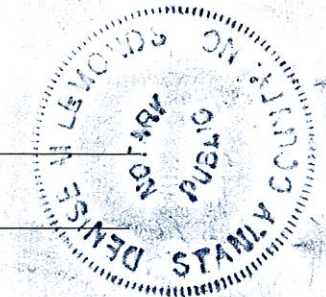
NORTH CAROLINA,  
STANLY COUNTY.

I, Denise M Lemonds, a Notary Public for said County and State, do hereby certify that Ronnie Hatley, in his capacity as Board Chairman of Center Rural Fire Department, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 23 day of June, 2016

Denise M Lemonds  
Notary Public

My commission expires: 6/9/21



NORTH CAROLINA,  
STANLY COUNTY.

I, Denise M Lemonds, a Notary Public for said County and State, do hereby certify that Linda Campbell, in his or her capacity as Mayor Pro Tem for the Town of Norwood, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 23 day of June, 2016

Denise M Lemonds  
Notary Public

My commission expires: 6/9/21

