

TO: [REDACTED]
FROM: COUNTY OF STOKES
SUBJECT: FIRE AND RESCUE PROTECTION AND MUTUAL AID AGREEMENT
DATE: JUNE 12, 2017

THIS AGREEMENT made and entered into effective as of **July 1, 2017**, by and between the **COUNTY OF STOKES**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the **COUNTY**, and [REDACTED] - a voluntary non-profit association, hereinafter referred to as the **AGENCY**.

Agreed upon by the parties hereto, together with the mutual covenants hereinafter set forth, agree as follows:

1. The **AGENCY** shall provide fire protection and rescue squad services in its respective service district (the "Service District"), to the citizens of Stokes County as agreed upon by the parties hereto. This agreement shall commence effective **July 1, 2017** and shall continue from **fiscal year to fiscal year in accordance with the annual protection and rescue services within the Service District and to the extent funds are appropriated to continue this agreement** and may be terminated by one or both of the parties hereto in accordance with Section 6 of this agreement.
2. [REDACTED] agrees to develop and submit a proposed budget according to the Stokes County Fire Commission's Policy for Fire Service District and Fire Commission and Use of Service District Funds for each fiscal year. The Agency also agrees to submit an audit prior to October 31st of each covered year, to the Stokes County Fire Commissioners and the Stokes County Board of Commissioners along with a copy of the final revised budget detailing any amendments to expenditures and revenues during the prior fiscal year. If the auditors are unable to complete the audit by October 31st of any covered year and the auditors have given written notification of their desire for a 30 day extension of time for said completion, the submission date for the audit shall be extended for an additional 30 days by the County Manager provided the County Manager has received the written request from the auditors prior to October 31st.
3. This agreement shall automatically renew at the end of each fiscal year. The amount of compensation shall be determined by the Stokes County Board of Commissioners on an annual basis pursuant to the *Local Government Budget and Fiscal Control Act*. Payments to the Agency, prorated according to percentage of revenues collected, shall be made each month for services rendered during the previous month. Services rendered during the previous month shall be defined as the **AGENCY** being ready, willing and able to provide fire protection and/or rescue squad services in their respective response districts to the citizens of Stokes County regardless of whether such services were needed during such period.
4. The **AGENCY** understands and agrees that by entering into this agreement and providing fire and rescue protection services, it is acting as an independent contractor, neither the **AGENCY** nor its employees, members or personnel shall be deemed or construed to be employees of the **COUNTY**. The **AGENCY** shall at all times carry liability insurance on its employees, members or personnel, and equipment relieving the **COUNTY** from any responsibility for damages or claims arising from the activities of its employees, members and personnel, or from the Operation of its equipment. The **COUNTY** shall be named as an

personnel, or from the Operation of its equipment. The **COUNTY** shall be named as an additional insured on all liability policies and the **AGENCY** shall furnish a Certificate of Insurance to the **COUNTY** annually.

5. The **AGENCY** agrees that it will indemnify and save the **COUNTY** harmless from any and all claims, suits, losses, damages, costs or other expenses. Attachment 2 reflects the **AGENCY's** insurance coverage. It is understood and agreed that the **AGENCY** is an independent corporation, that the **COUNTY** is not responsible for the **AGENCY's** governance and management, and that the **COUNTY** is not liable for the decisions and actions of the **AGENCY**. It is expressly understood and agreed that the **COUNTY**, by entering into this agreement, assumes no responsibility for the **AGENCY's** debts. It is understood that there will be no reduction of annual funding for debt service to the **AGENCY** until an item that is already part of the **AGENCY's** debt prior to the effective date of this contract has been paid by the **AGENCY** in full. It is further understood and agreed that tax revenues shall not be available to fund any of the **AGENCY's** debt, incurred after July 1, 2007, that is financed unless such debt has been reviewed by the Stokes County Fire Commissioners and approved by the Stokes County Board of Commissioners.
6. Each party shall have the right to terminate this agreement by giving the other party thirty (30) days written notice of termination. In the event of termination, the **AGENCY** agrees to refund to the **COUNTY** all monies received by the **AGENCY** under the terms of this agreement which the **AGENCY** retains as of the effective date of termination. In addition, the **AGENCY** shall provide the **COUNTY** with a financial accounting, as required by the **COUNTY**, for all funds received by the **AGENCY** and on-hand up to the date of termination.
7. The parties agree that this agreement is not transferable or assignable by either party without the written consent of the parties to the agreement.
8. This agreement constitutes the entire understanding of the parties and contains all the terms agreed upon with reference to the subject matter hereto. No modification or revision of this agreement shall be effective unless evidenced by a written document signed by both parties to this agreement.
9. In time of need, the **AGENCY** agrees to provide automatic and mutual aid to other Fire and Rescue Districts in the **COUNTY**. The **AGENCY** agrees to respond with a piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water to each structural fire related or structural alarm related call where the **AGENCY** is dispatched to provide automatic aid assistance with rural water supply areas of the county. Providing this automatic and mutual aid is only conditional upon the fact that the mutual aid does not unduly jeopardize the safety of the citizens within the **AGENCY's** response district as determined by the Chief Officer or his designee.
10. The Agency shall maintain a rating of 9s/9E or better with the North Carolina Department of Insurance as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and regulations. The Bylaws of the Fire Department shall have reasonable provisions enabling citizens of the District to participate in affairs of the Fire Department.
11. In the event of the dissolution of the Agency, or the Agency's failure to continue to render the fire protection and rescue services to the Service District as provided in the Agency's Charter and this Agreement, the Agency shall convey all of its net assets to the County or another qualifying 501(c3) or 501(c4) organization which will provide fire and rescue protection services within the same Service District that the services were provided by the Agency.

12. Each Fire Department should have representation at the Stokes County Fire and Rescue Association Meetings where important information is disseminated.
13. IN WITNESS WHEREOF, the **COUNTY** has caused this Agreement to be executed in its name by the Chairman of the Board of County Commissioners and its seal to be impressed hereon and attested to by the Clerk to the Board of County Commissioners, and the **AGENCY** has caused this Agreement to be executed in its name by its duly authorized officers and its seal to be hereto affixed by authority of its Board of Directors, each as the date herein below set forth.

Date: 



Attest: 
Secretary

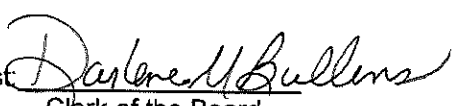
By: 
Chairman — Board of Director


Chief Officer



Date: 6-12-17

COUNTY OF STOKES

Attest: 
Clerk of the Board

By: 
Chairman, Board of County Commissioners

Provisions for the payment of this Agreement have been made by an appropriation duly made as required by the "Local Government Budget and Fiscal Control Act".

Date: 6-12-17


County Finance Director

Approved as to Form and Legal Sufficiency

Date: _____

Documentation Attached
County Attorney Tyrone Browder



BROWDER | OVERBY
— ATTORNEYS AT LAW —

J. TYRONE BROWDER
tybrowder@browder-overby.com

NICHOLAS J. OVERBY
nickoverby@browder-overby.com

ADAM L. HALL
adamhall@browder-overby.com

JENNIFER OAKLEY MICHAUD
jennifer@browder-overby.com

TO: County Manager Rick Morris
CC: Darlene Bullins, Clerk to Board
FROM: County Attorney J. Tyrone Browder
DATE: June 13, 2017
RE: Agreement Approval - Agreement made and entered into by and between the County of Stokes, and Stokes County Service District

This memorandum serves as documentation that the above referenced Agreement has been approved as to Form and Legal Sufficiency.

A handwritten signature in cursive script that reads "J. Tyrone Browder".

J. Tyrone Browder
County Attorney