

CONTRACT ROUTING CONTROL SHEET

Routing Order: (1) Department Director, (2) Purchasing and Contract Manager (3) Legal,
(4) Risk Manager, (5) Vendor for Signature (6) Finance Director, (7) Town Clerk, (8) Town Council/Town Manager

EVERY SECTION MUST BE COMPLETED

DEPARTMENT: Fire	
Department Contact Person for Contract: Keith McGee	Extension: 1030
Contractor/Vendor Name and address: Wake County	
Contractor/Vendor Phone: Contractor/Vendor Contact Person: Diana McBride, 919-856-6490	
Purpose of Contract: Fire Protection Agreement for Apex Fire to provide fire protection services in unincorporated Wake County.	
Amount: Varies by year	Budget Code: Revenue
Type of Contract: <input type="checkbox"/> New <input checked="" type="checkbox"/> Renew <input type="checkbox"/> Amendment	Exhibits/Attachments included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
Department Director's Signature: Keith McGee	Digitally signed by Keith McGee Date: 2022.05.11 13:07:32 -04'00' Date: 5/11/2022
All Contracts should be sent to the Purchasing and Contract Manager (Steve Maynard). Steve will determine whether the contract will need to go to the Legal Department for review or not.	
LEGAL	
Reviewed by: Christopher Welch	Digitally signed by Christopher Welch Date: 2022.05.11 13:12:59 -04'00' Date: 05/11/2022
Comments: N/A	
<input checked="" type="checkbox"/> Town Council approval required <input type="checkbox"/> Town Manager authorized to approve	
<input type="checkbox"/> N/A – Purchasing and Contract Manager to forward	
<input type="checkbox"/> Other Approvals required/permitted:	
RISK MANAGER	
Reviewed by and approved: _____	Date: _____
<input type="checkbox"/> N/A – Purchasing and Contract Manager to forward	
<input type="checkbox"/> Insurance specifications meet requirements.	
<input type="checkbox"/> Insurance specifications have been revised.	
<input type="checkbox"/> A pre-project safety review between the contractor and contracting department is required.	
<i>Return to Department Contact Person to have contract signed by Contractor prior to forwarding to Finance Director Obtain a copy of Certificate of Insurance that includes the proper coverage and shows the Town as an additional insured</i>	
FINANCE DIRECTOR	
<input type="checkbox"/> Sufficient funds are available in the proper category to pay for this expenditure.	
<input type="checkbox"/> This contract is conditioned upon appropriation by the Town Council of sufficient funds.	
<input type="checkbox"/> A budget amendment is necessary before this agreement is approved.	
<input type="checkbox"/> A budget amendment is attached as required for approval of this agreement.	
Finance Director: _____	Date: ____ / ____ /20
TOWN CLERK	
Date Received: ____ / ____ /20	Signed by Contractor: <input type="checkbox"/> YES <input type="checkbox"/> NO--Return to Department
Council Action Required:-- forward to Town Manager Agenda Date: ____ / ____ /20	
Approved by Council: <input type="checkbox"/> YES <input type="checkbox"/> NO	
TOWN MANAGER	
This document has been reviewed and approval is recommended by the Town Manager: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Town Manager: _____	Date: ____ / ____ /20
After approval and signatures, contract will be sent to the Purchasing and Contracts Manager who will return it to the Department Contact Person for Department to administer.	
Scan signed contract to Department contracts folder (include Routing Sheet and copy of Certificate of Insurance)	

FIRE AGREEMENTS - MUNICIPAL

Department: 51 - Fire Services

Vendor: VC0000001131 - TOWN OF APEX

Description of Services: FY23 - FY25 Fire Protection Agreement

BOC Date Approved: 5/2/2022

Contract Start Date: 7/1/2022

Contract End Date: 6/30/2025

Max Amount Payable: \$1,328,609.00

Funding Source(s):

Federal State X County Grants Other None

BFY	Acct Template	Object	Description	Amount
2023	51F251	2451	Fire Protection Agreement	\$1,328,609.00

Competition:

RFP#: **Next Competition:** NOT APPL **Year Last Competed:** NOT APPL

Person Responsible for Monitoring the Contract Performance Requirements: Joe Vindigni

MUNICIPAL FIRE PROTECTION AGREEMENT

Town of Apex



FY2023 – FY2025

Table of Appendices

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Contract Number: EC00000000008493
(Please reference this number on your invoices for payment)

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

THIS AGREEMENT, made and entered into this the 1st day of, July 2022, by and between WAKE COUNTY, hereinafter referred to as the "County", and the Town of Apex hereinafter referred to as the "Town";

RECITALS:

- A. WHEREAS, North Carolina General Statutes §69-25.5 provides that the board of county commissioners may provide for fire protection in a fire protection district by contracting with any incorporated city or town; and
- B. WHEREAS, North Carolina General Statutes §153A-233 additionally provides that a county may contract for fire-fighting or prevention services with counties, cities, or other units of local government, and may for these purposes appropriate funds not otherwise limited as to use by law;
- C. WHEREAS, the Town agrees to contract with Wake County to provide fire protection services; and
- D. WHEREAS, North Carolina General Statutes §159-13 et seq. provides that the county budget ordinance may be in any form that the Board of County Commissioners of any County deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and
- E. WHEREAS, the Town is a municipal corporation authorized to establish, organize, equip, maintain, and furnish fire protection services and other services authorized by its charter to the citizens of its district pursuant to N.C.G.S. 160A-291; and
- F. WHEREAS, the Hipex Fire Insurance and Response District(s) of Wake County have boundaries defined by the most current description on file maintained by the Wake County Geographic Information Services in the Department of Fire Services Office, as illustrated by the map contained in Appendix A; and
- G. WHEREAS, the Town has secured equipment, land and buildings for the operation of Fire Station(s); and
- H. WHEREAS, Wake County presently levies and collects a special tax and is responsible for appropriating the funds derived there from for fire protection in Wake County; and

I. WHEREAS, the County and Town desire to enter into this Agreement for the Town to furnish fire protection for and within the described District.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto contract and agree as follows:

Section 1. RECITALS INCORPORATED

The recitals above are part of this Agreement and incorporated herein by reference.

Section 2. USE AND AMOUNT OF SERVICE TAX LEVIED

Wake County agrees to make funds, equipment, facilities and/or personnel available to the Town, from the proceeds of the tax levied from the special fire protection service tax district. The amount of such service tax levy shall be determined by the Board of the County Commissioners from year to year. The County will collect the funds from the special tax as may be levied as provided by law. For each fiscal year, the funds provided from the service tax district shall be based on the needs projected in the budget request jointly submitted by the Town and the County staff to the County Commissioners and as approved by and deemed necessary by the County Commissioners for furnishing fire protection and emergency services within the District.

Special fire district tax funds levied and collected by the County and paid to the Town by the County to provide fire protection pursuant to G.S. 69-25.5 shall be used solely for fire department operations, fire protection and emergency services in the Hipex Insurance and Response Districts as shown in Appendix A and other areas of response as dispatched and to meet the standards established by this Agreement.

Section 3. ACCOUNT MAINTAINED FOR RECEIPTS FROM SERVICE TAX

A separate account shall be maintained by the County for the receipts from the special tax levied for the service tax district. Out of this account:

- 3.1. The County will pay the retained fees for system-wide services provided in the unincorporated areas of the County, including forestry, fire training, communications (including WECO), County computer-aided dispatch fees for County areas no matter dispatched from Raleigh-Wake or Cary, 800 MHZ radio system and hazardous materials response, and any other fees that may be recommended by the Wake County Fire Commission, herein referred to "Fire Commission "and approved by the County.

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- 3.2. The County will pay the approved total appropriations for the Town, as calculated according to the cost share methodology in Section 16, in equal monthly payments to said Town in the third week of each month, provided that prior to and as a condition of payment, the Town has submitted such funding request to the Fire Commission in a line item budget format for the Fire Commission's review and recommendation, and the County's Board of Commissioners has reviewed and approved said funding request.

Section 4. SERVICE TAX REVENUES IN EXCESS OF APPROPRIATIONS

Any fire protection service tax district revenues collected annually in excess of the approved total appropriations and retained County fees shall be maintained in the separate account established by the County. The Wake County Fire Commission shall make recommendations to the County for distribution of these revenues. The Wake County Board of Commissioners will issue final approval of distribution.

Section 5. SERVICES FURNISHED BY THE COUNTY

The County shall furnish the following services to the contracting Town for the term of this Agreement:

- 5.1. such vaccinations as are deemed necessary for all full time, part time and volunteer members of the Town's fire department by the County's contracted medical provider in order to maintain such fire protection or special services throughout the County. Reimbursement shall be for the cost of the exam multiplied by the Town's Final Fiscal Year Cost Share Percentage (FFYCSP) as determined in Section 15
- 5.2. fire investigation and emergency scene assistance services as requested, and
- 5.3. annual Fitness for Duty medical examinations for Town fire department's fire suppression personnel
 - 5.3.1. Fitness for duty medical exams shall follow NFPA 1582 standards and evaluate the employee's physical ability to perform the essential functions of their job classification. Exams must conform to the Wake County Medical Exam Guidelines or best industry standards as found on the Wake Fire Services website under general documents. Cost for exams, provided by the County's contracted medical provider, shall be paid by the Town with reimbursement provided by the county. Reimbursement shall be for the cost of the exam multiplied by the Town's Final Fiscal Year Cost Share Percentage (FFYCSP) as determined in Section 16
 - 5.3.2. Towns shall have the option of obtaining fitness for duty medical exams for their fire suppression personnel through the department's own medical provider.

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- 5.3.3. In such event, physical exam costs eligible for reimbursement shall not exceed the County exam cost, as established through bid process. The actual reimbursement paid by the County shall equal the qualifying exam cost multiplied by the Town's Final Fiscal Year Cost Share Percentage (FFYCSP) as determined in Section 16.
- 5.3.4. Exams provided by Town fire department's medical provider must conform to the Wake County Medical Exam guidelines as found on the Wake County Fire Services website under general documents.
- 5.3.5. To be eligible for reimbursement, Town shall follow Wake County Fire Tax District Medical Program guidelines as outlined in the Wake County Medical Exam guidelines.

Section 6. SERVICES FURNISHED BY TOWN

The Town will furnish fire protection and other emergency services as determined and approved by the Town's governing body and as contracted for by the Board of Commissioners within the District and shall provide the necessary equipment, personnel and those things necessary for furnishing such protection in the District. The services shall be in accordance with minimum standards set forth in this Agreement and all future amendments adopted in accordance with Section 27 of this Agreement. The Town shall furnish said fire protection without charge to all persons and property located in the District in an efficient and workmanlike manner. This provision shall not prohibit the Town from entering into contracts with the Federal, State or local governments, or utility companies for the provision of fire protection services exceeding the scope of this Agreement for a fee. Wake County Fire Services Director or designee approval is required to utilize County Assets outside of the County for any purposes other than mutual aid and automatic aid responses or other agreements. This requirement shall not prohibit the Town from billing for certain services, including but not limited to inspection services, false alarm responses, and hazardous materials mitigation responses, based on a fee schedule or other cost recovery program, provided that such fee schedule has been approved by the governing body.

Section 7. BOOKS AND RECORDS

The County may inspect the financial books and records of the Town at reasonable times during regular business hours of the Town. The Town agrees that it will supply such financial books, records, staff and information or verification as may be reasonably requested by the County. The Town shall maintain an accounting system which provides adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds subject to this Agreement at a minimum as required by law.

Section 8. ANNUAL REPORT

The Town shall provide to the County an annual audit and accompanying management letter prepared in accordance with generally accepted accounting principles and generally accepted auditing standards

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for the preceding fiscal year as soon as the Town's audit is completed by the Town's auditor, according to the legally established deadlines for municipalities.

In the event that the audit, management letter or self-reporting reveals any reportable and/or material issue(s) with regard to accounting processes; compliance with laws, regulations, or agreement provisions; fraud or abuse; or other financial mismanagement, the Town shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each such issue, and shall provide periodic reports to the County on progress made in resolution of each issue.

Should the Town fail to submit its audit report, unaudited financial statements, and/or any requested follow up documentation to the County within 30 days from time of submittal to the LGC pursuant to G.S. 159-24., the County may suspend all funds immediately until the audit, financial statements, or documentation is delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Town is unable to deliver the audit, financial statements or documentation for reasons beyond the control of the Town.

Section 9. DECISION MAKING PROCESS OPEN TO PUBLIC

The Town acknowledges that it is a public body subject to the provisions of N.C.G.S. Chapter 143, Article 33C and agrees to comply with all provisions of said statute in conducting any decision-making process required by the terms of this Agreement.

Section 10. NON-COMPLIANCE BY TOWN

If the County has a reasonable belief that the Town has violated any provision of this Agreement, the County will provide the Town written notice of the possible noncompliance and initiate an audit to verify compliance. If the County determines that the Town has failed to render the fire protection and services as provided in this Agreement or has otherwise operated in a manner that violates the provisions of this Agreement, then the County shall give the Town ninety (90) days advance written notice that the funds allocated are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety (90) day period, the Town makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Town is not relieved of their responsibility to provide fire protection and emergency services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Town has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Town pursuant to Section 2 herein.

Section 11. AUTHORITY TO MAINTAIN DELIVERY OF SERVICES

In the event that the Town's governing body determines that the Town is unable to reliably deliver the services described herein, for reasons including, but not limited to, resignation or withdrawal of volunteer, part-time or full-time members or other withdrawal or loss of ability to deliver services, the

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Town shall immediately so notify the County, at which time the Town authorizes the County or its agents to suspend the monthly payment to the Town and the Town authorizes the County, as limited by this Section, to use such Town facilities and equipment as are necessary to maintain the delivery of fire services in the Town's contracted county unincorporated service area (to the extent the Town exercises operational control and/or ownership interest over such facilities and equipment), so that an interruption of the Town's ability to deliver fire services will not interfere with the standards of fire protection service provided for in this Agreement. Notwithstanding anything to the contrary in this Section, the County and Town recognize and agree that the Town has an obligation to continue to provide fire protection services within the Town's corporate limits and that existing Town facilities and equipment are necessary and intended for such purposes and therefore no use of Town facilities or equipment by the County shall interfere with, hinder, impede, prevent, or compromise the Town's ability to continue to provide fire protection services with the Town's corporate limits even if the Town ceases to provide services to the county unincorporated service area. The Town's fire chief shall have sole discretion in determining the use and operation of Town facilities and equipment during any period in which the Town is not providing services to the county unincorporated area.

Should such use become necessary, upon the request of the Town, the County and the Town's governing body will jointly select an independent third-party trustee who will regularly evaluate the County's use of such Town facilities, equipment and resources on behalf of the Town. The Wake County Fire Tax District and the Town will be responsible for paying the trustee fees associated with the study. The Town's cost will be based on the current cost share amount at the time of the request. During the time that the Town is unable to provide services, the governing body of the Town shall cooperate with the Fire Commission. The Fire Commission shall determine if the Town is able to resume delivery of reliable service.

Section 12. FINANCIAL COMPLIANCE

The Town acknowledges that it is a local government subject to the provisions of N.C.G.S. Chapter 159, Article 3, "The Local Government and Fiscal Control Act" and agrees to comply and conform with all provisions of said statute in conducting any budget and financial activities required by the terms of this Agreement.

Section 13. DISCONTINUATION OF TOWNS FIRE OPERATIONS

In the event of voluntary (e.g. reorganization or restructuring of services) or involuntary (e.g. bankruptcy or failure to appropriate funding) of the Town's Fire Operations, the Town's inability to provide fire protection services to the district, or the termination of this Agreement, all assets and equipment that have been acquired using solely County funds shall be returned to the County.

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13.1. Real property (including equipment) owned by the Town that was acquired using partial County funding shall either be sold, and the proceeds distributed between the Town and County based upon the original funding Agreement, or the Town shall pay the County an amount equal to their share (based upon the proportions of the original funding Agreement) of the fair market value of the property, which shall in no event be less than the tax value of the property.

Section 14. TOWN’S USE OF FUNDS

The Town shall use the funds subject to this Agreement in accordance with the annual Department Budget. This budget may be amended by the Town within the approved total appropriations made available by this Agreement, provided that all appropriations must be used for furnishing fire protection within said district, and amendments providing for any expenditure that establishes a new operating expense that will extend beyond the current fiscal year shall conform with the requirements of N.C.G.S. Chapter 159, Article 3 “The Local Government Budget and Fiscal Control Act and the requirements of N.C.G.S. Chapter 143, Article 3 “Purchases and Contracts”, and N.C.G.S 143 Article 8 “ Requirements for Certain Building Contracts “ which apply to the Town as a local unit of government.

Section 15. TOWN’S BUDGET PREPARATION

The Town agrees that it shall continue to use the County’s electronic financial reporting method, furnished by Wake County for budget preparation and presentation purposes only, based upon the County’s “chart of accounts” which provides accurate documentation of all of its receipts and disbursements, including (but not limited to) those related to the funds subject to this agreement, and the Town and County will use the product(s) of that reporting system in the development and analysis of the budget for FY 2023 and subsequent fiscal years.

Section 16. COST SHARE METHODOLOGY

16.1. Annually, as part of the budget process, the County shall calculate the percentage of Town Fire Department’s annual operating budget of which the County shall base the Town’s annual fiscal year’s appropriation on. At Town’s request, the County agrees to provide reasonable substantiation and additional financial information to permit the Town to audit the County’s cost share calculation. The Town and County shall communicate prior to budget submission on potential budget increases outside of uncontrollable expenses.

16.2. The cost share percentage (CSP) shall be calculated by using the ratio of County versus Municipal portions of the following elements:

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16.2.1. Geographic area (GA) – geographic area (in square miles) of the fire insurance district in relation to the geographic area of the municipal corporate limits.

16.2.2. Total property valuation (TPV) – property valuation, as determined by Wake County Tax Administration Department, of the fire insurance district in relation to the property valuation of the municipality.

16.2.3. Total heated square footage (THSF) – total heated square footage of structures within the fire insurance district in relation to the total heated square footage within the municipality.

16.2.4. Fire Department service demand (FDSD) – The workload (calls for service) of the fire department within the fire insurance district in relation to the fire department’s workload within the municipality.

16.2.5. Total population (TP) – population as determined by the Wake County Department of Community Services. The population estimates are done by isolating “residential units” from the wake county parcel data and selecting the total parcels for each fire insurance district. The total units are summed then multiplied by the occupancy rate and average person per household based off of US census information.

16.3. Each data element shall carry the following weight in calculation of the overall cost share percentage:

16.3.1. Geographic area – 7.5 %

16.3.2. Total property valuation – 20.0%

16.3.3. Total heated square footage – 7.5%

16.3.4. Fire Department service demand – 35.0%

16.3.5. Total population – 30.0%

16.4. Data for each element shall be derived from the following sources on January 1 of each calendar year.

16.4.1. Geographic area - Wake County GIS shape file of municipal corporate limits and fire insurance district (current as approved by NCDOL)

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16.4.2. Total property valuation - Wake County Department of Tax Administration

16.4.3. Total heated square footage - Wake County Department of Tax Administration

16.4.4. Fire Department service demand

16.4.4.1. Annual dispatch incident data from Raleigh Wake Emergency Call Center (RWECC) and Town of Cary Emergency Call center (if needed) for last completed calendar year.

16.4.4.2. Responses for out-of-county incidents shall not be included in cost share calculations

16.4.4.3. Incident responses to any county unincorporated region shall be counted as a "county" response (Responses to the Town of Wendell shall be credited as a "county" response)

16.4.4.4. Incident responses within this contracted cost shares municipal boundaries shall count as a "municipal" response. Responses to other municipal boundaries shall not be counted as a municipal response to departments providing auto or mutual aid. .

16.4.5. Total population - Wake County Department of Community Services

16.5. Calculation of **Final Fiscal Year Cost Share Percentage** (FFYCSP) shall be the based on a rolling average of the last three calendar year's CSPs. Fiscal year appropriations shall be based on the approved Wake County Fire Department municipal operating budget multiplied by the FFYCSP.

16.6. Municipal staffing levels funded by county cost share shall be based on approved Wake County Fire Commission staffing levels. County cost share funded municipal fire positions exceeding approved staffing levels but in existence prior to 2017 shall be grandfathered. The funding of additional staffing levels will be consistent with data driven reports that are in accordance with Wake County Long Range Plan Standards & Guiding Principles for on scene personnel in the unincorporated areas of Wake County based on response minimums and Effective Response Force as required. Staffing levels unfunded by Wake County that can be shown to contribute to the arrival of the required staffing levels and Effective Response Force, should be considered for cost share funding first prior to adding additional staffing levels for the Municipal Department. Requested Staffing expansions that address other system needs included but not limited to, geographic coverage, service demand workload, and response time

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goals that are consistent with Wake County Standards & Principles should be considered for funding by Wake County Fire Services, Wake County Fire Commission and Wake County Board of Commissioners.

16.7. Wake County Fire Services and Emergency Management along with Wake County Budget & Management Services shall meet with Town representatives during the budget process to properly vet requested budget Increases that are considered controllable or new operational expenditures outside of additional staffing requests and/or items that are a part of the Wake County Fire Tax District Capital Replacement program. Uncontrollable budget increases such as, but not limited too; utility increases, fuel increases, insurance increases, retirement system changes, etc. shall be approved based on documentation provided. If the total submitted budget is below the County's modeled target base (5% increase based on previous fiscal year operating appropriation), the associated funding requested will be included in the Fire Tax District operating budget for consideration. For expansions that cause more than a 5% increase to the total budget submitted, the County and Municipality must agree to the expansion. All budget increases are ultimately at the discretion of the recommending body of the Wake County Fire Commission and contingent upon approval of the Wake County Board of Commissioners.

16.8. The calculated FFYCSP shall be applied to the municipal fire department's operating budget, as reviewed and approved by Wake County Fire Services. Items excluded from cost share calculations include:

16.8.1. 800 MHz Radio costs

16.8.2. Computer Aided Dispatch costs (RWECC or Cary Dispatch)

16.8.3. NC Forestry – Wildfire Prevention costs

16.8.4. Tone and Voice Pager Maintenance costs

16.8.5. Hazardous Materials Response Program costs

16.8.6. RWECC Dispatch Service costs

16.8.7. Mobile Data Terminal (MDT) connectivity fees

16.8.8. Target Solutions Base Module

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16.8.9. First Due Pre-plan Module

16.9. Cost sharing of Capital purchases

16.9.1. The county provides for the following cost sharing of municipal capital expenditures:

16.9.1.1. Firefighter Personnel Protective Equipment (PPE) – The county utilizes an RFP process to obtain bid prices for PPE purchases. PPE purchased by the Town will be reimbursed up to the current Wake County PPE bid price multiplied by the Town’s FFYCSP according to the established Wake County replacement schedule.

16.9.1.2. Self-Contained Breathing Apparatus (SCBA) The county utilizes an RFP process to obtain bid prices for SCBA purchases. SCBA purchased by the Town will be reimbursed up to the current Wake County SCBA bid price multiplied by the Town’s FFYCSP according to the established Wake County replacement schedule.

16.9.1.3. Thermal Imaging Cameras (TIC) - The county utilizes an RFP process to obtain bid prices for TIC purchases. TICs purchased by the Town will be reimbursed up to the current Wake County TIC bid price multiplied by the Town’s FFYCSP according to the established Wake County replacement schedule.

16.9.1.4. Cardiac Defibrillators (Defib) - The county utilizes an RFP process to obtain bid prices for Defib purchases. Defibs purchased by the Town will be reimbursed up to the current Wake County Defib bid price multiplied by the Town’s FFYCSP according to the established Wake County replacement schedule.

16.9.1.5. Large firefighting vehicles (LFFV) - The county utilizes an RFP process to obtain bid prices for LFFV purchases. LFFVs purchased by the Town will be reimbursed up to the current Wake County LFFVs bid price multiplied by the Town’s FFYCSP according to the established Wake County replacement schedule.

16.9.1.6. Small firefighting vehicles (SFFV) - The county utilizes an RFP process to obtain bid prices for SFFV purchases. SFFV purchased by the Town will be

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reimbursed up to the current Wake County SFFV bid price multiplied by the Town's FFYCSP according to the established Wake County replacement schedule.

16.9.1.7. Facility renovations and repairs – The county will reimburse the Town for facility renovations and repairs which have been recommended by the Wake County Fire Commission and approved by the Wake County Board of Commissioners in the annual budget process. Reimbursement shall be the actual cost of the renovation/repair multiplied by the FFYCSP.

16.9.1.8. Mobile Data Terminals – The County will communicate with the Town and identify replacement cycles for all associated equipment to operate Mobile Data Terminals. Wake County will invoice the Town for its cost share portion of the replacements

16.9.2. New station construction

16.9.2.1. Wake County cost share participation on a new municipal fire stations shall be considered based on the Fire Commission adopted policies and funding matrix adopted in November of 2020;

16.9.2.2. Wake County's cost-share financial obligation in support of a new facility will be paid in annual installments of no less than 10 years to the municipality on a schedule that coincides with the terms of the loan

16.9.2.3. Total funding provided by Wake County as a whole should never exceed 49% of the total construction project cost

16.9.2.4. A funding "cap" equal to the municipality's cost-share percentage should be maintained

16.9.2.5. A deduction equal to the weighted total for county "area" in the approved cost share metrics should be applied to the total funding amount when significant response improvements are not realized in the county

16.9.2.6. Any station rebuild or relocation shall not create district outside of any departments 5-mile response boundaries

16.9.2.7. The approval of the Wake County Board of Commissioners is required for all new station construction involving cost share participation by Wake County.

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Section 17. INSURANCE

The Town shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, providing the Wake County Finance Department with a certificate of insurance upon each policy renewal. Insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of Wake County's Finance Department. Coverage shall be maintained continuously during the term of this agreement. Any request for consideration of alternate insurance coverage must be approved by Wake County PRIOR TO final execution of this Agreement.

- 17.1. Worker's Compensation, covering both regular employees and volunteers, with minimum limits for Coverage A: Statutory for State of North Carolina, and Coverage B – Employers Liability: \$100,000 each accident/\$100,000 disease each employee/\$500,000 disease.
- 17.2. Commercial General Liability, Including Medical Malpractice/Errors and Omissions, with minimum limits of \$1,000,000 per occurrence or incident, including contractual liability.
- 17.3. Commercial Auto Liability, with minimum limits of \$1,000,000 per accident for bodily injury liability and property damage, including coverage for owned, hired, and non-owned vehicles.
- 17.4. Auto Physical Damage Coverage for any vehicle, including permanently attached equipment, listed by the Fire Department on the Fire Tax District replacement schedule, regardless of whether owned by County or Town. Each vehicle shall be insured on an Agree Value basis. Values will be provided by Wake Fire Services at the end of each calendar year. Wake County shall be included as Loss Payee for any County-owned or leased vehicle used in the provision of agreement services; the certificate of insurance must list County-owned vehicles. For the purpose of this section, "Agreed Value" is the value agreed upon by the insured and the insurer at the beginning of the policy period but may be amended by endorsement.
- 17.5. Portable Equipment Coverage for equipment used in the provision of agreement services. For any equipment not insured at replacement cost coverage, Town agrees

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that adequate resources exist to cover any difference between the cost to replace and insurance proceeds in the event of a loss.

17.6. Management/Public Officials Liability, with minimum limits of \$1,000,000 per claim and \$2,000,000 aggregate.

17.7. Umbrella or Excess Liability, with minimum limits of \$2,000,000, extending coverage over the underlying Employer's Liability; General Liability including Medical Malpractice/Errors and Omissions Liability; Auto Liability; and Management/Public Officials Liability. There shall not be any "drop down deductibles" in areas where underlying coverage is not required but the Umbrella Policy provides coverage.

17.8. Fidelity/Employee Dishonesty Coverage, covering all employees and volunteers, with limits not less than \$100,000.

17.9. Wake County shall be included as additional insured on the General Liability, including Medical Malpractice/Errors and Omissions; Auto Liability, Management/Public Officials Liability; Umbrella Liability; and loss payee on any policy covering vehicles or other property owned by Wake County or where Wake County has funds at risk.

17.10. Claims Made Coverage: Any claims made policy must include either 1. a retroactive date prior to or equal to the effective date of this agreement, or 2. full prior acts coverage. If any policy written on a claims made basis is canceled or non-renewed, it must be replaced with another claims made policy with the same retroactive date as the canceled or non-renewed policy. If this agreement is terminated and not renewed, extended reporting period ("tail") coverage must be purchased and maintained for a period of three years beyond the date of termination. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

Section 18. INDEMNIFICATION

To the extent permitted by N.C. law, the Town shall indemnify and save harmless Wake County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by Wake County which are caused by the negligence or willful misconduct of the Town, its agents, or employees, provided that such liability arises out of acts for which any defense of governmental, statutory, or common law immunity is not available. The indemnification provided for herein shall not be construed as a waiver of any applicable defense of governmental, statutory, or common law immunity, and shall not prevent the Town from asserting any defense of such immunity; provided that if a court of competent jurisdiction determines that no such immunity applies, then the indemnity provided for herein shall apply.

Section 19. INSURANCE SERVICES OFFICE, INC. RATING

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The Town shall make a good faith effort to maintain its current rating, or better, with the North Carolina Department of Insurance, and Insurance Services Office, Inc. The Town shall continuously comply with all applicable laws, ordinances and regulations. Cases in which a Town's fire operation loses or receives a reduced rating will be examined by the Wake County Department of Fire Services. The Wake County Director of Fire Services shall make a report to the Wake County Fire Commission containing recommendations for corrective action.

In the event the Town's fire operation ISO rating falls below a Class 6 public protection classification for fire insurance grading purposes in contracted unincorporated areas, the Town shall prepare and submit to the County a plan to obtain a minimum of a Class 6 public protection classification, such classification to be in effect no later than July 1, 2022. If the Town has a public protection classification equal to or better than a Class 6, the Town is not required to downgrade to a Class 6.

The Town agrees to implement said plan after its completion subject to availability of funds as recommended by the Fire Commission and approved by the Town's governing body.

The Wake County Board of Commissioners reserves the right to alter or merge insurance district boundaries in their sole discretion. The Department of Fire Services will notify the Town when considering insurance district boundary changes. The Town agrees to cooperate with Wake County Fire Services in developing and implementing any County Commission approved insurance and response district changes. Any changes which occur during the life of this agreement shall be identified in an amended insurance and response area map to be attached in Appendix A.

Section 20. STANDARDS OF PERFORMANCE

The Town shall furnish fire protection and emergency services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the North Carolina Department of Insurance, Insurance Services Office, Inc., Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, and other pertinent federal, state and County laws, regulations and standards. The Town agrees to participate jointly with the County in development and implementation of countywide fire service system performance standards through the Fire Commission including (but not limited to) staffing, turnout time, response time, fire and emergency-event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures.

The following minimal standards of performance are agreed to by the County and the Town and are a part of this agreement:

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20.1. STAFFING ON SCENE: The Town shall have adopted standard operating guidelines that are in line with the Wake County Long Range Plan Standards & Guiding Principles that addresses the appropriate number of firefighters needed on all types of fire calls. A current copy of the Town's guideline shall be made available to Wake County Department of Fire Services upon request.

20.2. AUTOMATIC AID AGREEMENTS: The Town shall provide automatic aid service for all calls for service as documented in Appendix C. Each fire department shall participate in countywide automatic aid through the quickest unit response program. Appropriate units will be dispatched based on quickest response as configured in computer aided dispatch system and automatic vehicle location. Fire stations that are not continuously staffed on a 24 hour a day / 7 day a week basis may or may not participate in quickest unit response inside a municipality's corporate limits.

20.3. MUTUAL AID AGREEMENTS: The Town shall cooperate and participate in the most current Wake County Mutual Aid system plan. The Raleigh Wake Emergency Communication Center (RWECC) and Town of Cary Emergency Call Center will automatically dispatch the nearest mutual aid department after failure in 2 minutes and 30 seconds of the initially dispatched department to acknowledge the call. This shall apply to all calls. Wake County will supply the Town with a copy of the officially adopted mutual aid system plan. The agreement can be found as Appendix B of this agreement.

20.4. TRAINING: The Town shall have formally adopted written guidelines for appropriate initial training of firefighters and continuing education of firefighters that meet or exceed all state requirements ("Training Guidelines"). The Town shall be responsible for providing Wake County Department of Fire Services with a current, valid copy of the Town's training guidelines and any amendments of the training guidelines that go into effect during this agreement upon request by the County. The training guidelines shall include the following minimum standards:

20.4.1. Initial firefighter training shall include education on hazardous materials responder, National Fire Protection Association (NFPA) 1001 – Standard for Firefighter Professional Qualifications, incident command system, and blood borne pathogens.

20.4.2. The Town shall annually conduct and/or participate in a minimum of one (1) live fire training exercise.

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20.4.3. The Town shall annually participate in a minimum of one (1) multi-company and one (1) multi-department training exercise.

20.4.4. No member of the Town's fire department shall engage in structural firefighting without having first completed the Wake County Essentials of Firefighting course or equivalent course as determined by the Town's fire department's chief officer.

20.5. DEPRECIATION: Town shall have a depreciation schedule for equipment and property valued over \$25,000.00.

20.6. COMMUNITY RISK REDUCTION: The Town shall develop and utilize programs for providing public fire and life safety education to a variety of age groups and occupancies within their service area, based upon the needs of the area served. Documentation of the programs and number of attendees will be maintained by the Town, and be available for review by the County, when desired. The Town shall support public fire education programs through assistance of materials, equipment and personnel from the Wake County Department of Fire Services.

20.7. PRE-FIRE INCIDENT SURVEYS: The Town shall develop pre-fire incident surveys and update them annually for all commercial buildings within the fire district. Facilities, which should be given priority, are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Town shall work with local fire code enforcement officials to determine hazards and occupancies. Upon request, the Wake County Department of Fire Services staff shall assist the Town in developing pre-fire incident surveys for buildings within Wake County Department of Fire Services' fire code enforcement service area.

20.8. FIRE INVESTIGATIONS: The Town fire officer in charge at all fire scenes, occurring in the unincorporated area of the county, shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause OR if the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Wake County Fire Services Department to assist. The Town shall provide reasonable assistance is needed by Wake County staff at the fire scene. The responsibilities under this section shall be in addition to, and not in replacement of the responsibilities outlined under subsection 20.9 "Post Incident Review".

20.9. POST INCIDENT REVIEW: In order to provide a systematic and consistent approach for reviewing and evaluating fire response, the Town shall be required to conduct a post incident review for the following incidents occurring in the unincorporated areas of the county: fires resulting in fatalities, fires resulting in more than \$400,000 property loss, fires resulting in civilian injury fires resulting in firefighter injury, and any other incident

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as determined by the Town. Post incident reviews will be facilitated by a fire service member that has completed a post-incident review training program approved by the Fire Commission, or equivalent training as determined by the Fire Commission.

20.10. FIRE HYDRANTS: The Town shall have an adopted guideline that addresses fire hydrant testing and maintenance.

20.11. MEDICAL FIRST RESPONDER: Town shall participate in the Wake County Medical First Responder Program. The Town shall conform to the Wake County Medical First Responder policies and procedures and direction of the Wake County Medical Director and Emergency Medical Services Director. The Town shall have an adopted guideline that addresses the Medical First Responder Program and Operation. The most current Medical Responder Guidelines can be found on the Wake Fire Services website under Fire District Documents

20.12. EMERGENCY DISASTER RESPONSE: The Town shall follow the Wake County Emergency Operations All Hazards Plan and all applicable appendices.

20.13. DISPOSING OF EQUIPMENT: For any equipment acquired wholly or partially with county funding which the town has deemed necessary to sell or donate, the Town shall, to the extent permitted by North Carolina surplus property laws, offer such equipment for sale or donation to other Fire Departments in Wake County prior to offering to outside agencies. All sold or donated items should be within their NFPA-specified service life, in serviceable condition, and retested or recertified by the manufacturer or certified third-party testing organization. For a sale, the Town shall provide the cost share percentage, at the time of original purchase, proceeds of the sale back to the County.

20.14. PERSONNEL: The Town agrees to adopt and to initiate compliance with, and enforcement of personnel rules for compensated and volunteer members that are in compliance with FLSA and any other applicable federal or state law, and not substantially and materially different from, or inconsistent with the current Fire Compensation Administrative Guidelines adopted by the Fire Commission or within 30 (thirty) days of Fire Commission revision of such guidelines for volunteer members.

20.15. USE OF COUNTY-OWNED VEHICLES

20.15.1. Vehicle Use. The Town agrees that in the event it uses or leases County-owned vehicles in the performance of duties under this Agreement, the Department shall not make these vehicles available to individual employees or volunteers for

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personal use or other employment not provided for under the Fire Services Contract.

20.16. AUXILIARY SERVICES: The Town may choose to provide additional Emergency Services and programs within their response districts. Participation is voluntary. Any Town or fire department choosing to participate in these programs shall have adopted guidelines that address the appropriate functions.

20.17. FIRE COMPENSATION ADMINISTRATIVE GUIDELINES: The County and Town agree to meet or exceed the minimum job requirements contained in the Wake County Fire Compensation Administrative Guidelines as approved by the Wake County Board of Commissioners on October 20, 2003 and as they may be amended from time to time during the existence of the Agreement. The Town acknowledges review and acceptance of the most current Wake County Fire Compensation Administrative Guidelines originally effective July 1, 2003 as updated November 2020.

20.18. ADVERSE FINDINGS: The Town agrees to notify the Wake County Department of Fire Services within 30 days of any adverse finding by any Municipal, State or Federal agency against the Department, pertaining to employment practices, employee safety, environmental issues, North Carolina Department of Insurance Rating Violations, etc.

20.19. EMERGENCY ALERTING: The County agrees to maintain both primary and secondary methods of emergency dispatch alerting for fire department personnel, including but not limited to tone/voice paging systems and countywide alphanumeric paging. The Town agrees to rely only on the countywide alphanumeric and tone/voice paging systems for emergency alerting and response purposes that originate from Raleigh-Wake Communication Center or Town of Cary Communication Center.

20.20. WEAPONS: With the exception of sworn law enforcement officers, operating within their jurisdiction, no weapons of any sort are permitted to be carried by Town fire department personnel while performing services under this Agreement within county-owned department vehicles or buildings, or while on calls for service within county fire districts. This applies to all weapons whether concealed or visible. This includes firearms, knives, conducted electrical weapons and chemical irritants, such as mace and pepper spray, but shall exclude any equipment required for the performance of services under this Agreement. This shall not prohibit a lawful concealed handgun permittee from securing a firearm in a locked personal motor vehicle within the trunk, glove box, or other enclosed compartment on or near county owned vehicles or property.

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Section 21. RELATIONSHIP OF PARTIES

The Town, including any officer, employee, or agent of the Town is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. County and the Town agree that the Town shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Town's acts or omissions. Neither the Town, any officer, employee, or agent of the Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or performance thereof.

Section 22. TERM OF AGREEMENT

The term of this agreement shall be for three (3) years, beginning on July 1, 2022 and ending on June 30, 2025, unless earlier terminated by either party in accordance with Section 24 of this agreement. This term is subject to the continued legal existence of the District(s) and the Town.

Section 23. NON-ASSIGNABILITY

This agreement may not be transferred, assigned, or subcontracted by the Town without the written consent of the County.

Section 24. TERMINATION

This agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least three hundred sixty-five (365) days prior to termination. Failure of the County and the Town to agree upon the amount of funding shall terminate this agreement in accordance with this section of this Agreement. The Town acknowledges that the 365-day prior notice requirement is calculated to allow sufficient time to provide alternate fire protection for the covered district in the event of a termination. Unless the parties mutually agree in writing to an earlier termination, the Town is required to provide fire protection up until the effective date of termination. Upon termination of this agreement, Town agrees to reimburse County for the County's share of equipment, apparatus and facilities funded, in part, by the Fire Tax District. Reimbursement shall be based upon current value of said items multiplied by the cost share percentage in effect at time of item purchase.

Section 25. RESERVATION OF RIGHTS

Wake County reserves the right to provide the highest level of fire protection and emergency services possible, subject to the availability of funding.

Section 26. NO WAIVER

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Town pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or

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any part thereof, or the right of the County to enforce each and every provision. In the event that there is disagreement between representatives of the County Department of Fire Services and the Town as to the meaning and/or applicability of any section of the Agreement, the County and the Town shall endeavor in good faith to mediate the disagreement and agree to select and share the cost (if any) of the services of a trained community mediator to mediate the disagreement. However, nothing herein shall be construed to prevent either party from seeking legal or equitable relief in a court of competent jurisdiction.

Section 27. AMENDMENTS

It is recognized and agreed to by the County and the Town that specific amendments may be necessary on an individual department-by-department basis. Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective. All contract amendments shall be listed in Appendix E

Section 28. NO THIRD-PARTY BENEFICIARIES

This contract is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

Section 29. ENTIRE AGREEMENT

The terms and provisions herein contained constitute the entire agreement by and between the County and the Town and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

Section 30. NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, or by confirmed Electronic Version of Contract. Town may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

If to Wake County:
Mr. Darrell Alford
Wake County Department of Fire Services
P.O. Box 550
331 South McDowell Street
Raleigh, North Carolina

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(Please reference this number on your invoices for payment)

Telephone: (919) 856-6349

Facsimile: (919) 856-6236

If to Town:

Town of Apex
Catherine Crosby, Town Manager
73 Hunter Street
Apex, NC 27502

Telephone: (919) 249-1042

Section 31. GOVERNING LAW

The Parties acknowledge that North Carolina law shall govern this Agreement.

Section 32. SEVERABILITY

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

Section 33. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

Section 34. NO WAIVER OF SOVEREIGN IMMUNITY

The County and the Town agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law. Nothing herein shall be construed to constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

Section 35. VERIFICATION OF EMPLOYEE WORK AUTHORIZATION

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

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Section 36. IRAN DIVESTMENT. By signing this agreement, Town certifies that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Town shall not utilize any subcontractor that is identified on the Final Divestment List. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

Section 37. NON-DISCRIMINATION. In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Agreement.

Section 38. EFFECTIVE DATE OF AGREEMENT

The effective date of this Agreement shall be the date upon which Wake County executes this agreement. This date shall be reflected in the first paragraph of this Agreement. The terms and conditions of this Agreement shall apply to the entire Term as set forth in Section 22 or as amended by the parties.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the Wake County Manager, and the Town has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by authorization of its Board of Directors duly given.

This the _____ day of _____, 20_____.

Contract Number: EC0000000008493
(Please reference this number on your invoices for payment)

WAKE COUNTY

BY: _____
David Ellis or designee
Wake County Manager

BY: _____
Darrell Alford
Wake County Fire Services & Emergency Management Director

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

Finance Director or designee

This person is responsible for monitoring the contract performance requirement is Joe Vindigni.

_____ Department Head Initials

Town of Apex

BY: _____
Town Manager

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BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the 1st day of July, 2022, by and between WAKE COUNTY, hereinafter referred to as "Covered Entity", and TOWN OF APEX, hereinafter referred to as "Business Associate"; also referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 directs the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, Covered Entity is or may be subject to the requirements of 42 U.S.C. Section 1320(d) *et seq* enacted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder at 45 CFR Parts 160 and 164 (the "Privacy Regulations" and "Security Regulations"); and

WHEREAS, Covered Entity and Business Associate are or may be subject to the requirements of Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), codified at 45 CFR Part 160 and Part 164, subparts A and C (the "Security Rule"), subparts A and D (the "Breach Notification Rule"), and subparts A and E (the "Privacy Rule") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") (collectively the "HIPAA Rules") which expands the scope of privacy and security protections available under HIPAA to Protected Health Information managed via electronic health records; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity ("Services Agreement"), and, pursuant to such Services Agreement, Business Associate is or may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules; and

WHEREAS, Business Associate may have or require access to Protected Health Information as defined in the HIPAA Rules in fulfilling its responsibilities under such Services Agreement;

THEREFORE, in consideration of the Parties' continuing obligations under the Services Agreement, compliance with the HIPAA Rules, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following provisions in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

SECTION I

DEFINITIONS

1.1 **Catch-All definition:**

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 **Specific definitions:**

"*Business Associate*" shall generally have the same meaning as the term "business associate" in 45 CFR §160.103, and in reference to the party to this agreement, shall mean TOWN OF APEX .

"*Covered Entity*" shall generally have the same meaning as the term "covered entity" at 45 CFR §160.103, and in reference to the party to this agreement, shall mean Wake County.

“HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 and Subtitle D of the Health Information Technology for Economical and Clinical Health Act which is Title XIII of the American Recovery and Reinvestment Act of 2009.

“HITECH or HITECH Standards” means the privacy, security, and security breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economical and Clinical Health Act which is Title XIII of the American Recovery and Reinvestment Act of 2009.

SECTION II

COORDINATION WITH HIPAA RULES

- 2.1 In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, as amended, the HIPAA Rules in effect at the time shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.
- 2.2 The parties agree that, in the event that any documentation of the Services Agreement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate’s use and disclosure of Protected Health Information.

SECTION III

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- 3.1 Business Associate acknowledges and agrees that all Protected Health Information that is created, received, stored or transmitted by the Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or created, received, stored or transmitted by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.
- 3.2 Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Services Agreement or as required by law.
- 3.3 Business Associate agrees to use appropriate safeguards to prevent any use or disclosure of Protected Health Information other than as provided by this Agreement, and to comply with Subpart C of 45 CFR Part 164 and HITECH Standards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement.
- 3.4 Business Associate agrees to report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information as required by at 45 CFR § 164.410, and any Security Incident of which it becomes aware. Business Associate will make this report to the Covered Entity’s Privacy Officer and Security Officer within twenty-four (24) hours after discovery. This report will include at least the following information (a) nature of the non-permitted or violating use or disclosure or Security Incident; and (b) the PHI used or disclosed (c) the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during the breach (d) any other information requested by Covered Entity that must be included in the notification to the individual pursuant to at 45 CFR § 164.404.

- 3.5 In the event of a potential or actual Breach, Business Associate shall cooperate with the Covered Entity to investigate, perform risk analyses, notify appropriate government, regulatory authorities, media, or individuals as required by law or generate statute and to mitigate any harmful effect that is known to Business Associate and the Covered Entity as a result of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. The Business Associate shall be responsible for the direct costs of implementing these efforts to the extent that the actual or potential Breach is caused by the willful neglect, material breach or violation of the Agreement by the Business Associate.
- 3.6 In accordance with 45 CFR § 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate may disclose protected health information to a downstream business associate that is an agent or subcontractor and may allow the agent or subcontractor to create, receive, maintain, or transmit Protected Health Information on its behalf only if the Business Associate enters and maintains a written agreement with the agent or subcontractor pursuant to which the agent or subcontractor agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information. This requirement applies to any person or entity who performs functions or activities that involve access to information created, received, maintained, or transmitted by the Business Associate. Nothing in this Section shall be deemed to permit a Business Associate to use an agent or subcontractor not approved by Covered Entity to perform work as may be provided in the Services Agreement.
- 3.7 Business Associate agrees to make available Protected Health Information in a designated record set to the Covered Entity to the extent and in the manner required by 45 CFR § 164.524.
- 3.8 Business Associate agrees to make amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR § 164.526; or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526.
- 3.9 Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 CFR § 164.528.
- 3.10 Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information created, received, maintained, or transmitted by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of Health and Human Services.
- 3.11 Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required under 45 CFR § 164.528.

SECTION IV

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules and/or HITECH Section 13405(a) if done by Covered Entity.
- 4.2 Business Associate may use or disclose Protected Health Information as required by law.
- 4.3 Business Associate agrees to make and use reasonable efforts to limit disclosures and requests for Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request consistent with 45 CFR § 164.502(b).

SECTION V

TERM AND TERMINATION

- 5.1 **Term.** The term of this agreement shall be effective as of the date first written above, and shall terminate upon the last to occur of 1) termination of the Services Agreement 2) when all of the Protected Health Information or Electronic Protected Health Information provided by Covered Entity to Business Associate, or created, received, stored or transmitted by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, if it is infeasible to return or destroy Protected Health Information or Electronic Protected Health Information, until protections are extended to such information, in accordance with the termination provisions in this Section.
- 5.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the Services Agreement.
- 5.3 **Obligations of Business Associate upon Termination.**
- a. Upon termination of this Agreement for any reason, or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, received, stored or transmitted by Business Associate on behalf of Covered Entity that the Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate, their subcontractors, or agents shall retain no copies of the Protected Health Information.
 - b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. Business Associate shall return to Covered Entity, or if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate, its agents, or subcontractors when the conditions that make return or destruction infeasible no longer exist.

SECTION VI

MISCELLANEOUS

- 6.1 **No Rights in Third Parties.** Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties.
- 6.2 **Survival.** The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Services Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.
- 6.3 **Amendment.** This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that this Agreement will be automatically amended to conform to any changes in the HIPAA Rules as is necessary for a Covered Entity to comply with.
- 6.4 **Assignment.** No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

- 6.5 **Independent Contractor.** None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.
- 6.6 **Governing Law.** This Agreement will be governed by the laws of the State of North Carolina.
- 6.7 **No Waiver.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 6.8 **Interpretation.** Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.
- 6.9 **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- 6.10 **Notice.** Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative's position with the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

BUSINESS ASSOCIATE:

COVERED ENTITY:

TOWN OF APEX

WAKE COUNTY

By: _____

By: _____

Name: Catherine Crosby

Name:

Title: Town Manager

Title:

Dated: _____

Dated: _____

Fire Protection Agreement
Appendix A
Fire Insurance and Response District Map

HIPEX FIRE INSURANCE DISTRICT

Legend

- ▲ Fire Stations
- ▭ DISTRICT
- ▭ HIPEX

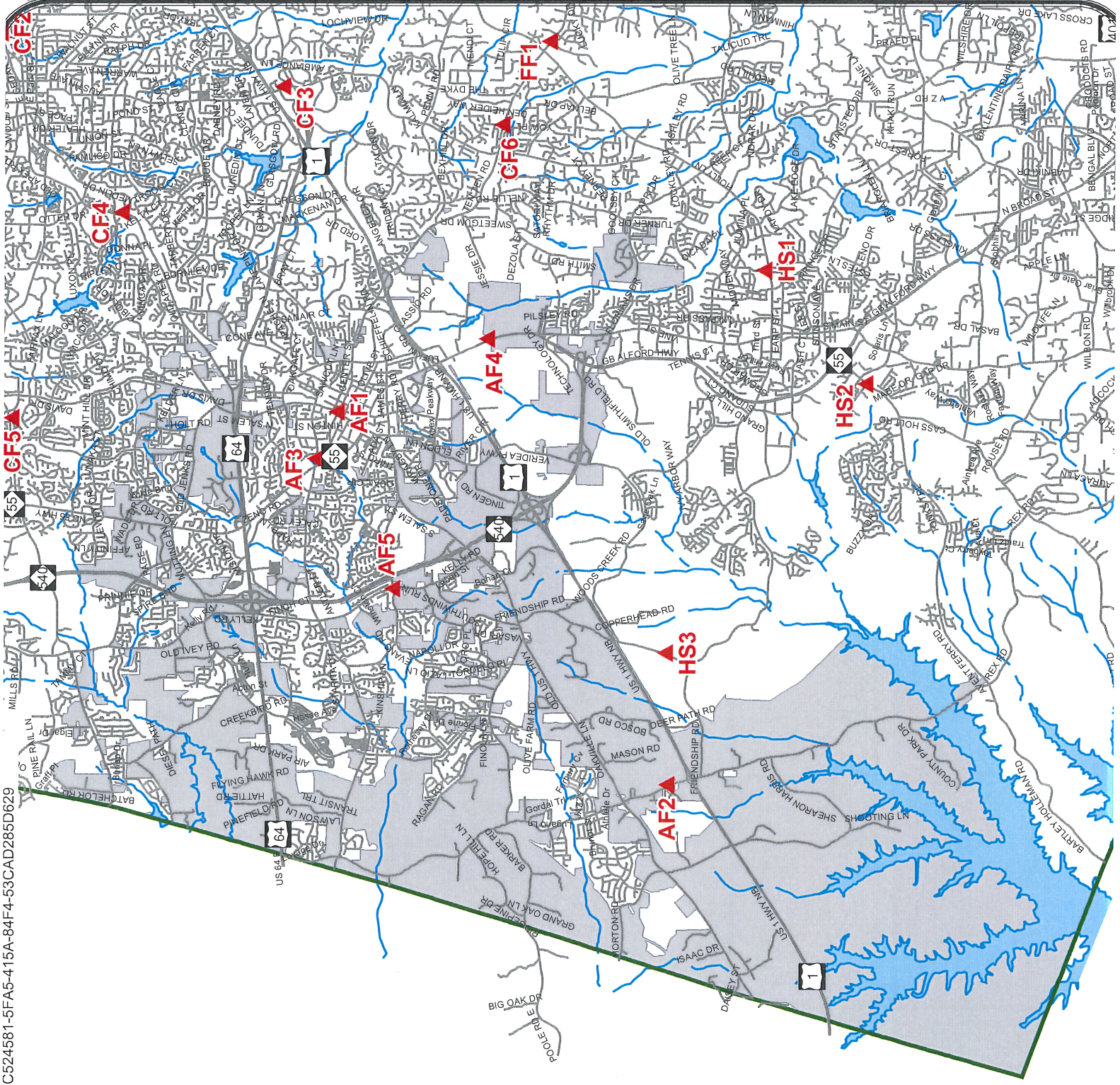


Information depicted hereon is for reference purposes only and is derived from best available sources. Wake County assumes no responsibility for errors arising from misinterpretation of this map.

Prepared by: Marvin Catlsen
Wake County GIS
919-856-6377
May 2022

Map Information:

The gray color coded shaded areas represent the fire insurance district boundary.



Fire Protection Agreement
Appendix B
Mutual Aid Agreement

WAKE COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT
WAKE COUNTY, NORTH CAROLINA

THIS AGREEMENT made and entered into this 1st day of July, 2022, by and between COUNTY OF WAKE, the TOWN OF APEX FIRE DEPARTMENT, INC., NORTHERN WAKE FIRE DEPARTMENT, INC., TOWN OF CARY, DURHAM HIGHWAY FIRE PROTECTION ASSOCIATION, INC., FAIRVIEW RURAL FIRE DEPARTMENT, INC., TOWN OF FUQUAY VARINA FIRE DEPARTMENT, INC., GARNER VOLUNTEER FIRE-RESCUE, INC., TOWN OF HOLLY SPRINGS FIRE DEPARTMENT, INC., HOPKINS FIRE DEPARTMENT, INC., TOWN OF KNIGHTDALE FIRE DEPARTMENT INC., TOWN OF MORRISVILLE FIRE DEPARTMENT INC., ROLESVILLE RURAL FIRE DEPARTMENT, INC., SWIFT CREEK RURAL FIRE DEPARTMENT, INC., TOWN OF WAKE FOREST FIRE DEPARTMENT, INC., WAKE-NEW HOPE VOLUNTEER FIRE DEPARTMENT INC., WENDELL-HOLMES RURAL FIRE DEPARTMENT, INC., WESTERN WAKE FIRE RESCUE FIRE DEPARTMENT, INC., TOWN OF ZEBULON FIRE DEPARTMENT, and the (referred to herein as “the parties”).

WITNESSETH:

WHEREAS, N.C. Gen Stat. § 58-83-1 authorizes counties, municipal corporations and fire protection districts to send (or decline to send) firefighters and firefighting equipment beyond the response areas that they normally serve (a practice generally known as “mutual aid”), provides for retention of rights, privileges and immunities enjoyed by firefighters in their response areas when those firefighters respond beyond those response areas, and further provides for retention of rights, privileges and immunities of counties, municipal corporations and fire protection districts enjoyed by those agencies in their response areas when those agencies respond beyond those response areas; and

WHEREAS, it is in the best interests of Wake County, municipal corporations within Wake County and private non-profit corporation fire departments with which Wake County contracts for fire services to engage in the practice of mutual aid and this commitment has previously been formalized in a written Mutual Aid Agreement;

WHEREAS, the parties desire to reaffirm their commitment to the Mutual Aid Agreement and update the Mutual Aid Agreement to reflect the current parties to the Mutual Aid Agreement.

WHEREAS, the previous Mutual Aid Agreement and mutual aid between fire departments extended pursuant to N.C. Gen. Stat. § 58-83-1 without a written agreement is acknowledged as valid and nothing herein shall be construed to the contrary.

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and among the parties hereto, it is hereby agreed as follows:

1. The following definitions are herewith adopted as part of this Agreement:

- a. FIRE CHIEF means the chief operating officer of a lawfully organized fire department;
- b. FIRE DEPARTMENT means any subdivision of County or municipal government that delivers fire protection services, or a private non-profit corporation that delivers fire protection services within Wake County pursuant to a contract with Wake County;
- c. MEMBER means (and is limited to) a bona fide employee or member in good standing of a subdivision of County or municipal government or private non-profit corporation fire department that delivers fire protection services, and that is party to this Agreement.
- d. FIRE PROTECTION SERVICES includes (but is not limited to) firefighting, hazardous-materials release control, emergency medical event response, technical rescue response (including, but not limited to, structural collapse rescue, confined-space rescue, and water rescue) and such other emergency response activities that are customarily associated with fire department response, or are otherwise authorized by state law, subject to the limitations contained elsewhere in this Agreement.
- e. MUTUAL AID RESPONSE is a response of the personnel and equipment of a fire department party to this Agreement requested by the fire chief of a fire department party to this Agreement, or his or her designee, in command of an emergency response activity, and is in addition to, and does not supersede or void any automatic-aid response.

2. Each fire department party to this Agreement agrees to:

- a. Provide for a written standard operating procedure that gives direction to fire department members on how a mutual aid response will be summoned (on the part of a requesting fire department) or undertaken (on the part of a responding fire department);
- b. Procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, and worker's compensation.
- c. Assume responsibility for implementation and coordination of an incident command system at a mutual aid event that incorporates the operations of responding departments into that system, including delivery of assignments, information and direction to the ranking officer of the responding fire department present at the mutual aid scene;
- d. Except in cases of willful misconduct, gross negligence, or bad faith, waive any and all claims of liability against a fire department requesting mutual aid for death or injury of any member, for damage, theft, loss or

destruction of any fire department equipment or personal property of fire department members in connection with response to, operation at, and/or return from a mutual aid event;

- e. To the extent permitted by law, indemnify and hold harmless any fire department, fire chief or fire department member responding to a request for mutual aid from third-party claims arising from third-party personal injury or property damage in connection with provision of fire protection services at that mutual aid event, or any fire department that elects to respond to a mutual aid request in a manner different from the request, or any fire department that elects not to respond to a mutual aid request because of immediate community protection needs of its own. All activities performed under this agreement are deemed to be governmental functions;
 - f. Waive any and all claims against a fire department requesting mutual aid for any costs incurred in connection with response to, operation at, and/or return from a mutual aid event, including (but not limited to) salaries, reimbursements or other compensation (nominal or otherwise) and costs of apparatus and other equipment operation, except that a responding department that expends materials that, by their nature, are consumed in connection with their intended use (such as firefighting foams and substantially similar extinguishing, foaming, sealing or other agents) in connection with delivery of fire protection services may present to the requesting department an itemized statement of costs for such materials, upon receipt of which such materials shall be paid for by the requesting department;
 - g. Refrain from undertaking any fire protection service activity, including (but not limited to) technical rescue activities, when the responding department is neither trained nor equipped to undertake such activity, and so advise the requesting department's incident commander upon request for delivery of such service; and
 - h. Upon request, to furnish to the Wake County Fire Marshal information on fire protection service equipment, capabilities and personnel so that the Fire Marshal may maintain a "mutual aid resource database" for use by all parties to the Agreement.
3. This Agreement shall remain in effect from the date of execution until June 30, 2023, and, thereafter shall renew automatically on July 1 of each subsequent year, except that:
- (a) A party to this Agreement may elect to terminate its participation upon Sixty-day written notice, mailed via registered mail-return receipt requested to the Wake County Fire Marshal; or

- (b) A party to this Agreement may propose an amendment to this Agreement, applicable to all parties, to the Wake County Fire Commission for public discussion and review, and for approval by the Wake County Board of Commissioners. An amendment applicable to all parties requires the joinder of all Parties.
4. Upon initiation of this Agreement, and not less frequently than annually, the Wake County Fire Services shall furnish to all parties to this agreement a list of all parties to this Agreement. In the event that a party to this Agreement elects to terminate its participation, the Fire Services Director shall notify all other parties to the Agreement of such action by conventional mail, electronic mail and facsimile as soon as possible after the Fire Marshal's receipt of notice of such termination. The joinder of the other Parties is not required for a Party to terminate. The termination is not effective until sixty days from the Director of Fire Services and Emergency Management receipt of written notice from the terminating Party.
 5. Nothing in this Agreement will be deemed to interfere with the right of any party to enter into a mutual aid agreement with a fire department outside of Wake County.
 6. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.
 7. Nothing in this Agreement shall be construed to mandate purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485 or County pursuant to N.C.G.S. 153A-435 to in any way waive any parties' defense of sovereign or governmental immunity from any cause of action alleged or brought against any party for any reason if otherwise available as a matter of law. No officer, agent or employee of any party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.
 8. This Agreement and its signature pages may be executed in several counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the day and year first written above.

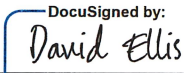
Dated this _____ day of _____, 2022.

This person is responsible for monitoring the contract performance requirement is:

Joseph Vindigni


 Department Head Initials

WAKE COUNTY


BY:  DATE: 6/28/2022
David Ellis or designee
Wake County Manager

BY:  DATE: _____
R. Darrell Alford
Wake County Fire Services Director

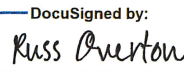
TOWN OF APEX

BY:  DATE: 6/17/2022
Catherine (Katy) Crosby
Town Manager

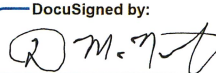
BAYLEAF VOLUNTEER FIRE DEPARTMENT, INC. d/b/a
NORTHERN WAKE FIRE DEPARTMENT, INC.

BY:  DATE: 6/20/2022
Gary Vickerson
Board President

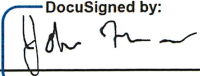
TOWN OF CARY

BY:  DATE: 6/15/2022
Russ Overton
Deputy Town Manager

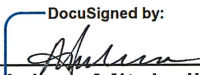
DURHAM HIGHWAY FIRE PROTECTION ASSOCIATION, INC.

BY:  DATE: 6/15/2022
David B. McNulty
Fire Chief

FAIRVIEW RURAL FIRE DEPARTMENT, INC.

DocuSigned by:
BY:  DATE: 6/15/2022
John Maser
Board President

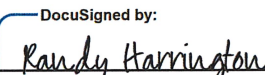
TOWN OF FUQUAY VARINA

DocuSigned by:
BY:  DATE: 6/24/2022
Adam Mitchell
Town Manager

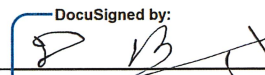
GARNER VOLUNTEER FIRE-RESCUE, INC.

DocuSigned by:
BY:  DATE: 6/15/2022
Steve Woodall
Board President

TOWN OF HOLLY SPRINGS

DocuSigned by:
BY:  DATE: 6/15/2022
Randy Harrington
Town Manager

HOPKINS FIRE DEPARTMENT, INC.

DocuSigned by:
BY:  DATE: 6/20/2022
David Burn
Board President

TOWN OF KNIGHTDALE

DocuSigned by:
BY:  DATE: 6/15/2022
Bill Summers
Town Manager

TOWN OF MORRISVILLE

DocuSigned by:
BY:  DATE: 6/20/2022
Scott Ciddle
Fire Chief

ROLESVILLE RURAL FIRE DEPARTMENT, INC.

BY: ^{DocuSigned by:} Charles Spencer Jones DATE: 6/17/2022
Charles Spencer Jones
Board President

SWIFT CREEK RURAL FIRE DEPARTMENT, INC.

BY: ^{DocuSigned by:} Ian S. Toms DATE: 6/15/2022
Ian S. Toms
Board President

TOWN OF WAKE FOREST

BY: ^{DocuSigned by:} Ronald Early DATE: 6/17/2022
Ronald Early
Fire Chief

WAKE-NEW HOPE VOLUNTEER FIRE DEPARTMENT INC.,

BY: ^{DocuSigned by:} Jimmy Massey DATE: 6/16/2022
Jimmy Massey
Board President

WENDELL-HOLMES RURAL FIRE DEPARTMENT, INC.

BY: ^{DocuSigned by:} Brian Staples DATE: 6/17/2022
Brian Staples
Fire Chief

WESTERN WAKE FIRE RESCUE FIRE DEPARTMENT, INC.

BY: ^{DocuSigned by:} Brian McFeaters DATE: 6/15/2022
Brian McFeaters
Board President

TOWN OF ZEBULON FIRE DEPARTMENT

BY: ^{DocuSigned by:} Christopher C. Perry DATE: 6/15/2022
Christopher C. Perry
Fire Chief

Fire Protection Agreement
Appendix C
Automatic Aid Agreement

WAKE COUNTY FIRE PROTECTION AUTOMATIC AID AGREEMENT
WAKE COUNTY, NORTH CAROLINA

THIS AGREEMENT made and entered into this 1st day of July, 2022, by and between the TOWN OF APEX FIRE DEPARTMENT, NORTHERN WAKE FIRE DEPARTMENT, INC., TOWN OF CARY, DURHAM HIGHWAY FIRE PROTECTION ASSOCIATION, INC., FAIRVIEW RURAL FIRE DEPARTMENT, INC., TOWN OF FUQUAY VARINA FIRE DEPARTMENT, GARNER VOLUNTEER FIRE-RESCUE, INC., TOWN OF HOLLY SPRINGS FIRE DEPARTMENT, HOPKINS FIRE DEPARTMENT, INC., TOWN OF KNIGHTDALE FIRE DEPARTMENT, TOWN OF MORRISVILLE FIRE DEPARTMENT, ROLESVILLE RURAL FIRE DEPARTMENT, INC., SWIFT CREEK RURAL FIRE DEPARTMENT, INC., TOWN OF WAKE FOREST FIRE DEPARTMENT, WAKE-NEW HOPE VOLUNTEER FIRE DEPARTMENT INC., WENDELL-HOLMES RURAL FIRE DEPARTMENT, INC., WESTERN WAKE FIRE RESCUE FIRE DEPARTMENT, INC., TOWN OF ZEBULON FIRE DEPARTMENT, and the COUNTY OF WAKE.

WITNESSETH:

WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send firemen and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina; and

WHEREAS, the parties to this Agreement are bodies politic and corporate, municipalities or fire departments ("Parties") desiring to participate in Automatic Aid; and

WHEREAS, the Parties desire to provide the highest level of fire protection possible to their respective fire districts along with the lowest possible ISO public protection classification ratings; and

WHEREAS, the Parties desire to enter into an agreement whereby automatic aid assistance as described therein will be provided for all fire calls as provided in closest unit dispatch based on Computer Aided Dispatch Rules and Automatic Vehicle Location; and

WHEREAS, Wake County has written automatic aid protocols which are maintained and utilized by the Raleigh Wake and Cary Communications Center (RWCCC) and utilized on all structure fires whereby RWCCC simultaneously dispatches the automatic aid departments;

WHEREAS, the purpose of this agreement is to provide each of the Parties hereto, through their mutual cooperation, a pre-determined plan; as agreed upon in dispatch protocol, by which each of them render aid to the other in case of any incident;

WHEREAS, it is deemed to be in the public interest for the Parties hereto to enter into an Agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection.

WHEREAS, by action of the undersigned officials, this agreement for reciprocal automatic aid assistance was duly authorized.

NOW THEREFORE, in consideration of the mutual covenants contained herein by and among the parties hereto, it is hereby agreed:

1. That automatic aid assistance will be provided in the areas within the Incorporated and Unincorporated areas of Wake County, without boundaries or district lines based on Computer Aided Dispatch Rules.
2. The Automatic Aid department shall be dispatched with the initial alarm.
3. Automatic Aid assistance received for all structure related calls will be a minimum engine for first arriving unit, and or other units as needed to complete the required compliment to fill the assignment. The Fire Chief, Officer in Charge or Incident Commander of the Fire Department in whose community or fire district where the emergency exist should in all instances be in command or participate as to aspects of strategy, fire control tactics and overall direction of the operations if same is available on scene.
4. It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
5. That each party to this agreement shall assume all costs of salaries, wages, bonuses, or other compensation for its own personnel that responds for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance.
6. Pursuant to N.C.G.S. § 58-83-1, a party that responds to an emergency incident outside the territorial limits which it normally serves shall have all authority, rights, privileges and immunities, including coverage under Workers' Compensation Laws, as it has when responding to a call and while working at an emergency inside the territorial limits normally served.
7. The party responding to the automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
8. All parties will work with their respective Emergency Communications Center Directors to maintain accurate information pertaining to this automatic aid agreement.
9. This Agreement shall remain in effect from the date of execution until June 30, 2023, and thereafter shall renew automatically on July 1 of each subsequent year with no lapse.
10. With the authority of its governing board, a party to this Agreement may terminate its participation by giving sixty (60) days' written notice, mailed via registered mail-return receipt requested to the Wake County Director of Fire Services and Emergency Management.

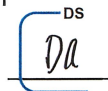
- 11. A party to this Agreement may propose an amendment to this Agreement, applicable to all parties, to the Wake County Fire Commission for public discussion and review, and for approval by the Wake County Board of Commissioners. An amendment applicable to all parties requires the approval and signature of all Parties.
- 12. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.
- 13. Nothing in this Agreement shall be construed to mandate purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485 or County pursuant to N.C.G.S. 153A-435 to in any way waive any parties' defense of sovereign or governmental immunity from any cause of action alleged or brought against any party for any reason if otherwise available as a matter of law. No officer, agent or employee of any party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.
- 14. This Agreement and its signature pages may be executed in several counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the day and year first written above.

Dated this _____ day of 6/28/2022, 2022.

This person is responsible for monitoring the contract performance requirement is:

Joseph Vindigni

 Department Head Initials

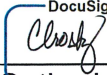
WAKE COUNTY

BY: 
David Ellis or designee
Wake County Manager

DATE: 6/28/2022

BY: 
R. Darrell Alford
Wake County Fire Services Director

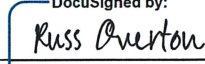
TOWN OF APEX

BY: DocuSigned by:  DATE: 6/16/2022
Catherine (Katy) Crosby
Town Manager

BAYLEAF VOLUNTEER FIRE DEPARTMENT, INC. d/b/a
NORTHERN WAKE FIRE DEPARTMENT, INC.

BY: DocuSigned by:  DATE: 6/20/2022
Gary Vickerson
Board President

TOWN OF CARY

BY: DocuSigned by:  DATE: 6/15/2022
Russ Overton
Deputy Town Manager

DURHAM HIGHWAY FIRE PROTECTION ASSOCIATION, INC.

BY: DocuSigned by:  DATE: 6/15/2022
David B. McNulty
Board President

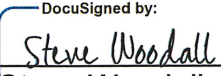
FAIRVIEW RURAL FIRE DEPARTMENT, INC.

BY: DocuSigned by:  DATE: 6/22/2022
John Maser
Board President

TOWN OF FUQUAY VARINA

BY: DocuSigned by:  DATE: 6/24/2022
Adam Mitchell
Town Manager

GARNER VOLUNTEER FIRE-RESCUE, INC.

BY: DocuSigned by:  DATE: 6/15/2022
Steve Woodall
Board President

TOWN OF HOLLY SPRINGS

DocuSigned by:
BY: Randy Harrington DATE: 6/15/2022
Randy Harrington
Town Manager

HOPKINS FIRE DEPARTMENT, INC.

DocuSigned by:
BY: David Burn DATE: 6/17/2022
David Burn
Board President

TOWN OF KNIGHTDALE

DocuSigned by:
BY: Bill Summers DATE: 6/21/2022
Bill Summers
Town Manager

TOWN OF MORRISVILLE

DocuSigned by:
BY: Scott Criddle DATE: 6/20/2022
Scott Criddle
Fire Chief

ROLESVILLE RURAL FIRE DEPARTMENT, INC.

DocuSigned by:
BY: Charles Spencer Jones DATE: 6/17/2022
Charles Spencer Jones
Board President

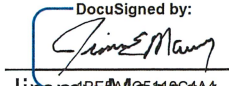
SWIFT CREEK RURAL FIRE DEPARTMENT, INC.

DocuSigned by:
BY: Ian S. Torne DATE: 6/15/2022
Ian S. Torne
Board President

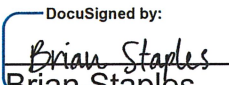
TOWN OF WAKE FOREST

DocuSigned by:
BY: Ron Early DATE: 6/17/2022
Ron Early
Fire Chief

WAKE-NEW HOPE VOLUNTEER FIRE DEPARTMENT INC.,

BY:  _____ DATE: 6/16/2022
Jimmy Massey
Board President

WENDELL-HOLMES RURAL FIRE DEPARTMENT, INC.

BY:  _____ DATE: 6/17/2022
Brian Staples
Fire Chief

WESTERN WAKE FIRE RESCUE FIRE DEPARTMENT, INC.

BY:  _____ DATE: 6/15/2022
Brian McFeaters
Board President

TOWN OF ZEBULON FIRE DEPARTMENT

BY:  _____ DATE: 6/15/2022
Christopher C. Perry
Fire Chief

Fire Protection Agreement
Appendix D
FEMA Disaster Services

STATE OF NORTH CAROLINA
COUNTY OF WAKE

MEMORANDUM OF AGREEMENT
FEMA DISASTER SERVICES

WHEREAS, the Wake County Department of Public Safety and Wake County Fire Departments agree to provide and promote the highest level of emergency/disaster services possible for the citizens of Wake County, and

WHEREAS, the Fire Department is currently under contract with Wake County Government to provide fire protection and emergency services and is a participant in the Wake County Mutual Aid Plan, and

WHEREAS, the Fire Department voluntarily agrees to accept emergency/disaster services for a designed geographical area, and

NOW THEREFORE, the APEX VOL. Fire Department agrees to become a participating party in this agreement.

It is further understood that the participating party agrees to provide the following services upon request during time of emergencies/disasters: 1) Debris Removal; 2) Debris Clearance; 3) Traffic Control; 4) other life saving and property protection measures as necessary.

This Memorandum of Agreement will be in effect from September 5, 1996 until such time as either party desires to withdraw.

Executed this the 5th day of September, 1996.

[Signature]
President
Chief Administrative Officer of the Fire Department

9/5/96
Date

[Signature]
Wake County Fire / Rescue Director

9/5/96
Date

Fire Protection Agreement
Appendix E
Business Associate Agreement

Fire Protection Agreement
Appendix F
Contract Amendments