

**MEMORANDUM OF AGREEMENT
BETWEEN
ONslow COUNTY, by and through Onslow County EMS
AND
TOWN OF SWANSBORO, by and through Swansboro Fire Department**

THIS AGREEMENT ("Agreement") is entered into by and between ONSLOW COUNTY ("County") and TOWN OF SWANSBORO ("Town").

WHEREAS Town owns a Fire Station ("Station") with ambulance bays and facilities to house an EMS unit and store equipment and supplies for the same,

WHEREAS County desires to lease both dedicated space in the Station's ambulance bays and storage facilities, and shared space within to the Station personnel facilities and parking areas, for the purpose of housing a County EMS unit and storing equipment and supplies for the same,

WHEREAS County and Town desire a formal Memorandum of Agreement between the two parties to lease County both dedicated space and shared space in the Station for the above stated purposes.

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

BOTH PARTIES HEREBY AGREE:

1. That Town will lease to County shared space within Town's fire station to access and occupy ambulance bays with County ambulances, service County personnel, and store County equipment, all under the terms and conditions set forth in this Agreement.
2. That this Agreement will be effective upon its execution date, as memorialized below, and will remain in force and effect until terminated or modified by the parties as provided in this Agreement.
3. That County will pay to Town a monthly rent of THREE HUNDRED DOLLARS AND 00/100 CENTS (\$300.00), with the first payment to be made within thirty (30) days of this Agreement's execution date, and the following payments to be made on or before the first day of each month.
4. That Town will permit County to utilize one of the Station's ambulance bays for the purpose of housing a County EMS unit, said bay to be designated by the Town. Furthermore, Town will designate and permit County to utilize storage space for the storage of equipment and supplies, including medical supplies. All medical and other supplies stored in the Station by the County in the designated storage space shall be secured with a lock and accessible only to members of the

Onslow County EMS department. No hazardous materials (any chemical, substance, material, or waste or component thereof which is now or hereafter listed, defined, or regulated as a hazardous or toxic chemical, substance, material, or waste or component thereof by any federal, state, or local governing or regulatory body having jurisdiction) shall be brought into or stored in the Station by the County. The County shall not dispose of medical waste in the Station. The bay assigned to the County and the storage space will be considered dedicated spaces, to be held and used solely by County.

5. That Town will provide County with full use and access to any shared spaces that may be used for both County and Town personnel, including the following:
 - a. Personnel facilities, including lockers, changing rooms, bathrooms, on-call rooms, recreation facilities, decontamination facilities, etc.
 - b. Parking for County employees' vehicles.
6. That each party will be responsible for any daily maintenance, such as sweeping, picking up trash, mopping, etc., of those portions of the Station occupied by their personnel.
7. That County will not be responsible for the cost of any general building maintenance, repairs, and improvements, such as painting, roof repairs and replacement, air conditioning repairs and replacement, etc., and any of the above costs will be borne solely and entirely by Town.
8. That utility accounts will be in the name of Town, and the cost of any utilities will be borne entirely by Town.
9. That County will bear the cost of repairing any damages to the Station arising out of or in connection with County's use of the Station, reasonable wear and tear excepted.
10. That the term of this Agreement will be on a year-to-year basis, and either party may terminate this Agreement upon sixty (60) day written notice to the other party.
11. That should County fail to pay rent when due or fail to comply with any other provision of this Agreement, County will have thirty (30) days upon written notice and demand from Town to cure any breach, after which Town may immediately terminate this Agreement and require County to remove its equipment and personnel from the Station.
12. That the County shall not assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without prior written consent of the Town. If an approved assignment, subcontract, or transfer of rights does occur in accordance with this Agreement, this Agreement shall be binding upon

and inure to the benefit of the parties hereto and their respective successors or assigns, and such assignee shall acknowledge in writing that it has assumed the rights and obligations of the County hereunder.

13. To the extent allowed by law, the County shall indemnify and hold the Town harmless from and against any loss, cost, or obligation the Town may incur arising out of the County's use of the Station.
14. That this Agreement contains the entire understanding between the parties, and supersedes any and all prior agreements, understandings, and arrangements between the parties relating to the subject matter hereof. No amendment, change, modification, or alteration of the terms and conditions hereof shall be binding unless evidenced by a writing signed by the parties hereto.

Executed this the 27th day of JUNE, 2018.

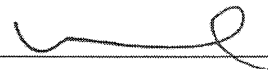


Name: David Cotton
County Manager
Onslow County, North Carolina



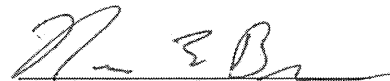
Name: J. Scott Chase
Town Manager
Town of Swansboro, North Carolina

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



Finance Officer

Reviewed by Department Head



Signature

Date Reviewed 6-26-18