

**North Carolina**

**Guilford County**

**INTERLOCAL AGREEMENT:**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the "Agreement," is entered into and effective as of this 1st day of July, 2021, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and City of High Point, a North Carolina municipal corporation, hereinafter referred to as the "CITY," collectively the "Parties."

**WITNESSETH:**

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes authorizes any unit of local government to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government; and,

WHEREAS, the governing bodies of the COUNTY and CITY, finding that this Agreement is in the best interest to the public safety and welfare, have ratified this Agreement by resolutions being recorded and spread upon their respective minutes; and,

WHEREAS, North Carolina General Statute §69-25.5 and §153A-233 provide that counties may provide for fire protection by contracting with cities; and,

WHEREAS, Chapter 159 of the North Carolina General Statutes 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 decisions embodied therein and provide for a fund for each special district whose taxes are collected by the county; and,

WHEREAS, the No. 18 (Deep River) Fire Protection District, Fire Service District Overlay, and Fire Insurance District (collectively the "District") have boundaries defined by description on file in the Guilford County Fire Marshal's Office; and,

WHEREAS, the City has owned and operated a fire station formerly owned by the Colfax Volunteer Fire Department, Inc. since July 1, 2005 that will serve the citizens of the District; and,

WHEREAS, there is an area heretofore within the Colfax Fire District(s) and served by the Colfax Volunteer Fire Department, Inc. that extends beyond five road miles from the Colfax Volunteer Fire Department, Inc.'s base of operations, which area the Parties anticipate has or

will become part of the District and a part of the area better served by the CITY under this Agreement; and

WHEREAS, GUILFORD COUNTY presently levies and collects special tax(es) and is responsible for appropriating the funds derived therefrom for fire protection, including emergency medical and rescue services, in Guilford County; and,

WHEREAS, the Parties expect that funding for the Services within the District that are contemplated by this Agreement will be derived from the No. 18 (Deep River) Fire Service District Overlay tax, and/or the No. 18 (Deep River) Fire Protection District tax; and,

WHEREAS, the COUNTY and CITY desire to enter into this Agreement for the CITY to furnish the Services within the District.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. CITY agrees to provide fire protection, medical first responder, rescue and emergency services as set out herein (the "Services") within the District.
2. COUNTY agrees to make funds available to the CITY from the proceeds of the District's fire tax(es).<sup>1</sup> The GUILFORD COUNTY Board of Commissioners from year to year shall determine the amount of such tax levy. The COUNTY will collect the funds from the special fire tax(es) as may be levied as provided by law. For each fiscal year, the funds payable to CITY shall be based on the needs projected in the budget request jointly submitted by the CITY, District Fire Commissioners (if a No. 18 (Deep River) Rural Fire Protection District Tax is also levied), and COUNTY staff to the GUILFORD COUNTY Board of Commissioners and as approved by and deemed necessary by the GUILFORD COUNTY Board of Commissioners for furnishing the Services within the District.
3. Collected fire taxes for the District will be paid monthly by the COUNTY to the CITY up to the amount appropriated by the GUILFORD COUNTY Board of Commissioners.
4. The CITY shall also furnish the following services to the areas served by the CITY pursuant to this Agreement: 9-1-1 communications and station alerting for appropriate response, fire and rescue protection needs analysis to maintain an appropriate ISO standard of cover.
5. The CITY shall provide the necessary equipment, personnel and those resources necessary for furnishing the Services in the District and other areas of response as agreed to. All equipment not owned by the CITY at the former Colfax station shall be removed by the COUNTY or its designee. The Services shall be in accordance with minimum standards set forth in this Agreement and all future amendments adopted in accordance with this Agreement.

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<sup>1</sup> In addition to *ad valorem* property taxes, such tax(es) include the District's allocation of sales tax and motor vehicles taxes.

The CITY shall furnish the Services without charge to all persons and property located in the District in an efficient and workmanlike manner. This provision shall not prohibit the CITY from entering into contracts with the Federal, State or local governments, or utility companies for the provision of fire protection services for a fee. Furthermore, this shall not prohibit the CITY from requesting reimbursement for specialized incidents.

6. Without limiting any county-wide mutual aid or automatic aid agreements, the CITY shall provide automatic aid of the appropriate level up to a full complement, with assistance coordinated by COUNTY through other contracted fire departments, to the area described in Appendix B. This area is not within the District but is within close proximity to an existing CITY fire station. National Fire Incident Reporting System (NFIRS) for automatic aid given shall be the responsibility of the CITY, and NFIRS reporting for automatic aid received shall be the responsibility of the receiving agency contracted by COUNTY.
7. The CITY agrees to present to the COUNTY an annual audit and accompanying management letter prepared according to generally accepted accounting principles (GAAP) and generally accepted auditing standards by an independent certified public accountant for the preceding fiscal year within one week of receipt of the same.
8. The CITY shall hold and use the monies paid to it under this Agreement and any property acquired with such monies solely and exclusively to provide the Services in the District and other areas of response as dispatched pursuant to this Agreement and to meet the performance standards as set forth in this Agreement. Such use encompasses payment of any necessary and lawful fire protection and emergency services expense including payment of principal and interest in satisfaction of any indebtedness incurred in acquisition of facilities and equipment for use in providing the Services in the District. Funding provided for fire protection operations by the COUNTY and CITY shall be fair and equitable to all citizens.
9. The CITY agrees that it shall continue to use the COUNTY's electronic budget reporting system furnished by COUNTY for budget preparation and presentation purposes. The CITY agrees to make these reports available upon request during normal business hours.
10. The CITY is self-funded for worker's compensation, comprehensive general liability, business auto policy, professional errors and omissions including officers and directors, and will provide documentation of same (or, if its self-funding status changes, of insurance coverages consistent with those required of other fire departments who contract with County to provide similar services) to County's reasonable satisfaction prior to inception and also upon request.
11. The CITY agrees to participate in the GUILFORD COUNTY Emergency Operations Plan.

12. The CITY agrees to participate in the GUILFORD COUNTY Emergency Medical System Plan.
13. The COUNTY agrees to make funds available for and the CITY agrees to provide the necessary equipment, personnel, and training to maintain an Insurance Services Office Fire Suppression Rating Schedule rating of no worse than 7 as determined by the Verisk Public Protection Classification (PPC) Insurance Services Office or the North Carolina Department of Insurance/Office of the State Fire Marshal. In districts in which a split rating may be applied, the worse of the two ratings shall be considered the district rating. The CITY agrees to participate in an inspection based upon the 9S criteria as defined by the North Carolina Department of Insurance/Office of the State Fire Marshal as a minimum standards inspection. ▸
14. **Liability/Independent Contractors.** To the extent permitted by North Carolina law and without waiving sovereign or governmental immunity, the Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses, and attorney fees resulting from, or attributable to, any and all of their individual acts or omissions to the extent allowable by law. The Parties shall operate as independent contractors for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer – employee, principal – agent, partners, or joint venturers between CITY (including its officers, agents, and employees) and COUNTY (including its officers, agents, and employees).
15. The COUNTY and the CITY agree that it is beneficial to the effective provision of the services identified in this Agreement to establish minimum performance standards. Performance standards will be in accordance with NFPA 1710 Standard of Cover, ISO rating criteria and International Fire Accreditation, and include the Performance Measures set out in Appendix A hereto. In any circumstance, whichever standard provides the strictest requirement shall apply. However, nothing herein shall require CITY to violate a standard applicable to CITY under NFPA 1710 Standard of Cover, its ISO rating criteria, or its International Fire Accreditation. Furthermore, the COUNTY and the CITY agree that performance standards shall be reviewed annually in accordance with normal CITY standards and updated as part of annual accreditation reporting, ISO and CITY mandated NFPA budget performance measures except that the performance measures detailed in **Appendix A** to this Agreement will be reviewed and updated as needed during the January meeting of the Guilford County Fire and Rescue Council, Fire Chief's Section. The Fire Chiefs in conjunction with the Fire Marshal will update each measure as needed.
16. This Agreement shall become effective as of July 1, 2021 and shall continue from fiscal year to fiscal year unless terminated by either Party in accordance with this Agreement, subject to the continued legal existence of the District (as it may be modified from time to time in accordance with law).

17. The terms of this Agreement may only be modified or amended with a written amendment executed by both Parties.
18. This Agreement may not be assigned by the CITY without the written consent of the COUNTY.
19. This Agreement may be terminated by either Party at the end of any fiscal year by giving written notice of intent to terminate to the other party at least one hundred eighty (180) days prior to the expiration of the then current fiscal year.
20. If the COUNTY determines that the CITY has failed to render the Services as provided in this Agreement, then the COUNTY shall give the CITY ninety (90) days notice that funds otherwise payable to CITY under this Agreement are subject to suspension. If during the ninety (90) day period, the CITY makes improvements satisfactory to the COUNTY, no suspension shall occur. During the ninety (90) day period and during any suspension of payment, the CITY is not relieved of its obligation to provide the Services in a manner consistent with the terms of this Agreement.
21. Failure of the COUNTY to enforce any of the provisions of this Agreement at any time, or to request performance by the CITY 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 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 COUNTY and the CITY as to the meaning and/or applicability of any section of the Agreement, the COUNTY and the CITY agree to select and share the cost (if any) of the services of a North Carolina Dispute Resolution Commission certified mediator to promptly mediate the disagreement.
22. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
23. This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties.
24. Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Agreement are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Appendix," "Attachment," "Exhibit," and "Addendum" have the same meaning and may be used interchangeably throughout this document.
25. This Agreement, including the Exhibits and/or Attachments, if any, sets forth the entire

agreement between the Parties regarding this subject matter. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished.

26. The Parties agree that North Carolina Courts shall have jurisdiction over this Agreement and any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
27. All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Michael Halford, County Manager (or successor)  
GUILFORD COUNTY  
301 West Market Street, Suite 201  
Greensboro, NC 27401

Randy McCaslin, Interim City Manager (or successor)  
CITY OF HIGH POINT  
211 S. Hamilton St.  
High Point, NC 27260

IN WITNESS WHEREOF, the COUNTY and the CITY have set their hands and seals, all pursuant to authority duly granted, as of the day and year first above written.

ATTEST:

GUILFORD COUNTY:

Clerk to the Board

County Manager

(COUNTY SEAL)

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

Finance Director

ATTEST:

CITY OF High Point:

City Clerk

City Manager

(CITY SEAL)

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

Finance Director

## APPENDIX A -- PERFORMANCE MEASURES

**Standards of Performance** - The CITY shall furnish the 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., and other pertinent federal, state and county laws, regulations and standards.

### 1. Staffing

The CITY shall 100% of the time provide 4 personnel to respond to a structure fire related event.

The CITY shall at least 90% of time provide 4 personnel to respond to all fire events other than structure fires.

The CITY shall at least 90% of the time provide 2 personnel to respond to a medical related event.

*\*Note staffing levels are concurrent with structure fire response per the NC Response Rating Schedule.*

### 2. Turn Out Time *(defined as the amount of time from dispatch to first unit responding)*

Emergency Response Turn Out Time

The CITY shall at least 90% of the time have the first unit responding within 120 seconds of dispatch.

Non-Emergency Response Turn Out Time

The CITY shall at least 75% of the time have the first unit responding within 120 seconds of dispatch.

***If within two minutes, a unit has not checked en route, dispatch will re-alert and add an additional out of district station.***

**3. Response Time** *(defined as the amount of time from first unit responding to first unit on scene)* To encourage the safe operation of emergency vehicles, response time is not addressed in this Contract.

### 4. Medical Certification of Personnel

The CITY shall have in place a program to ensure the wearing of respiratory protection by its Fire Department employees in accordance with the standards and expectations of the Respiratory Protection Standard, 29 CFR 1910.134.



**5. Background Checks**

The CITY shall have a policy to conduct background checks on its Fire Department members/employees.

**6. Participation in the North Carolina State Firefighters' Association (NCSFA)**

The CITY's Fire Department shall maintain membership in the NCSFA to ensure the related benefits are afforded to all members/employees.

**7. Auto/Mutual Aid**

The CITY's Fire Department shall participate in the most current auto/mutual aid agreements for response to calls for service with departments in Guilford County.

**8. Incident Reporting**

The CITY's Fire Department shall participate in the National Fire Incident Reporting System (NFIRS) system with the North Carolina Department of Insurance/Office of the State Fire Marshal.

**~~9.~~ Fire Prevention and Public Education**

**~~9.~~**

The CITY shall have an annual Fire Prevention and Public Education plan concurrent with the respective needs of the District as determined by the CITY.

**~~10.~~ 10.**

**North Carolina Motor Vehicle Laws**

The CITY shall promote that members/employees of its Fire Department as representatives of the CITY comply with all applicable motor vehicle laws. If a member/employee of the CITY's Fire Department is cited for a motor vehicle violation, this shall not negate this Contract. Disciplinary action shall be at the discretion of the CITY.

**11. Budget**

The CITY shall participate in the annual budgeting process as detailed by GUILFORD COUNTY.

**12. Fire Investigation**

The cause, origin, and circumstances of fires in the District shall be investigated in accordance with N.C.G.S. Chapter 59, Article 79. CITY and COUNTY shall generate at the staff level a written operational plan for carrying out those requirements.

**13. Training**

The CITY's Fire Department shall have an annual training plan to ensure appropriate training is conducted for new and existing members/employees.

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**14. Standard Operating Procedures, (SOPs), General Operating Guidelines (GOGs)**

The CITY shall maintain operational familiarity with all SOPs/GOGs approved by the Guilford County Fire and Rescue Council, Fire Chief's Section.

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