

AGENDA



Keith Wood, Chairman
Wayne Barneycastle, Vice Chairman
Brad Chandler, Commissioner
Sonya Cox, Commissioner
Rick Morris, Commissioner

REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
Monday, September 8, 2025
1014 MAIN STREET
DANBURY, NC 27016
6:00 PM

Call to Order

Invocation

Pledge of Allegiance

I. Approval of the Agenda

II. Public Comments

III. Comments - Managers/Commissioners

IV. Conflicts Of Interest

V. Consent Agenda

a. Minutes

b. Danbury Planning Board ET J Member Reappointment

VI. Information Agenda

a. Stokes County Inclusion on UAL

VII. Discussion Agenda

a. Offer to Purchase Real Property

b. Fire Service Agreement Revisions

c. Pine Hall Elementary School Property

d. Request to Consider a Sunday Brunch Ordinance

VIII. Action Agenda

a. ACAB Hunting Organization Member and Chair Appointment

b. Offer to Purchase Real Property

IX. Adjournment

*Anyone with a disability(is) who needs an accommodation to participate in this meeting is requested to inform us 48 hours prior to the scheduled time of the affected group meeting

*Attachments may be delivered before or at the time of the meeting

*Times may vary due to times preset for agenda items



Board of County Commissioners
September 8, 2025
6:00 PM

Item number: V.a.

Minutes

Contact: Olivia Jessup, Clerk to the Board

Summary:

Minutes for Approval:

- August 11, 2025 Special Meeting Minutes
- August 11, 2025 Regular Meeting Minutes
- August 25, 2025 Regular Meeting Minutes

ATTACHMENTS:

Description	Upload Date	Type
2025.09.11 Special Minutes	9/5/2025	Cover Memo
2025.09.11 Regular Minutes	9/5/2025	Cover Memo
2025.09.25 Regular Minutes	9/5/2025	Cover Memo

STATE OF NORTH CAROLINA)
)
COUNTY OF STOKES)
)

OFFICE OF THE
COMMISSIONERS
STOKES COUNTY
GOVERNMENT
DANBURY, NORTH
CAROLINA
MONDAY AUGUST 11, 2025

Special Meeting of the Stokes County Board of Commissioners

The Board of Commissioners of the County of Stokes, State of North Carolina, met for a Regular Meeting in the Stokes County Administration Building in the Commissioners Chambers located in Danbury, North Carolina on Monday, August 11 at 4:45 pm with the following members present:

Board of Commissioners Present: Chairman Keith Wood, Vice-Chairman Wayne Barneycastle, Commissioner Brad Chandler, Commissioner Sonya Cox, and Commissioner Rick Morris.

County Administration Present: County Manager Jeff Sanborn, Assistant County Manager Amber Brown, Clerk to the Board Olivia Jessup, and County Attorney Jennifer Michaud.

CALL TO ORDER

Chairman Wood called the meeting to order.

INVOCATION

Chairman Wood invited those in attendance to join the Board in the Invocation, if desired.

Vice-Chair Barneycastle delivered the Invocation.

PLEDGE OF ALLEGIANCE

Chairman Wood invited those in attendance to join the Board in the Pledge of Allegiance.

CLOSED SESSION

Chairman Wood entertained a motion to enter closed session at 4:49 pm.

Commissioner Chandler moved to go into closed session for the following rationales:

- To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged pursuant to G.S. 143-318011(a)(3)

Vice-Chair Barneycastle seconded the motion.

With no discussion, the motion passed unanimously.

The Board entered closed session.

Adjournment

The Board reentered open session.

Chairman Wood entertained a motion to adjourn.

Commissioner Cox moved to adjourn at 5:53 pm.

Commissioner Morris seconded. The motion Passed.

Olivia Jessup
Clerk to the Board

Keith Wood
Chair

STATE OF NORTH CAROLINA)
)
COUNTY OF STOKES)
)

OFFICE OF THE
COMMISSIONERS
STOKES COUNTY
GOVERNMENT
DANBURY, NORTH
CAROLINA
MONDAY AUGUST 11, 2025

Regular Meeting of the Stokes County Board of Commissioners

The Board of Commissioners of the County of Stokes, State of North Carolina, met for a Regular Meeting in the Stokes County Administration Building in the Commissioners Chambers located in Danbury, North Carolina on Monday, August 11 at 6:00 pm with the following members present:

Board of Commissioners Present: Chairman Keith Wood, Vice-Chairman Wayne Barneycastle, Commissioner Brad Chandler, Commissioner Sonya Cox, and Commissioner Rick Morris.

County Administration Present: County Manager Jeff Sanborn, Assistant County Manager Amber Brown, Clerk to the Board Olivia Jessup, Director of Finance Tammy Keaton, and County Attorney Jennifer Michaud.

CALL TO ORDER

Chairman Wood called the meeting to order.

INVOCATION

Chairman Wood invited those in attendance to join the Board in the Invocation, if desired.

Commissioner Chandler delivered the Invocation.

PLEDGE OF ALLEGIANCE

Chairman Wood invited those in attendance to join the Board in the Pledge of Allegiance.

APPROVAL OF AGENDA

Chairman Wood entertained a motion to amend or approve tonight's agenda.

Clerk to the Board Olivia Jessup noted that the agenda needed to be amended to add a closed session.

Commissioner Morris moved to approve the agenda as amended.

Vice-Chair Barneycastle seconded the motion. The motion Passed.

Public Comments

Chairman Wood noted that there were no individuals signed up to speak tonight in Public Comments.

COMMENTS - Managers/Commissioners

Commissioner Chandler commented:

- I want to thank everyone for being here tonight in person, and as always, people that are tuning in via social media. I'll save some time and just say a couple things in public comments. I didn't want to add anything to our agenda for discussion. But one thing that I'd like to talk about, and it deals with transparency and being open. And I don't want to get into the Manager's presentation later, but on the survey document -- I've read it quite extensively, and one of the things that jump out at me, that I think that we need to improve on in the County is the part where we're below the regional average and also the national average, and we don't really score that High when it comes to communication with community.
- Now, I'm not saying it's just from the Board of Commissioners, but it's Stokes County government, and we lead Stokes County government, so, and I've always been open and transparent. So, the one thing that that I think that might be troubling people or vague in the agenda coming up on the consent agenda is the \$50,000 transfer money into accounts that we can spend for litigation. Well, the litigation is we were sued about eight weeks ago over the solar farm public record. It's been public record since the lawsuit was filed, you can read it. And that's really all I can say, but the County's been sued, and yes, we do have to pay an attorney to represent us.

Commissioner Morris commented:

- I welcome everybody. We appreciate your participation and feedback. As always. I don't want to get to Jeff's report, but this survey thing, I found it really interesting and the part about better communication that Brad just mentioned, over 300% I think we can put a focus on doing that, and that'll be a major improvement to our government and allowing us to do a better job for the folks that elected us. So, I'm really looking forward to getting into that and discussing it with the public. That's all I have.

Vice-Chair Barneycastle commented:

- Again, I'll reiterate what they said. Appreciate everybody being here tonight. Going back to the survey, I read over it and looked at it, and I thought there were some good

numbers come back on it. I see some weak areas in the county, and some things that we could work on. And I think it was a good thing.

- I would like to send out a special thank you to Chief Robertson, the Chief of City of King, was sworn in this weekend as president of the State Fire Association. So that's a big plus for our county, and he put a lot of hard work into that. So, our King should be proud that we've got someone to serve as president of the State Fire Association. That's all I got.

Commissioner Cox commented:

- Just welcome everybody that's here and watching online and like has been mentioned, the survey results that we're going to go over later. It's very eye-opening, very interesting. And I think this is something, I don't know if we'll do it yearly or every few years, however we decide. But I think we can take this and maybe look at some of the answers and tweak it a little bit. I don't foresee it to be the same questions every time, but maybe we can even drill deeper, do a deeper dive on some of the things that that have been brought out by the survey.
- I just thank everybody that took the time to take it and give us their feedback. I think it's important that we know what the climate of the county is at this time and moving forward and what we can do better at so I'm all for feedback. I think it's important, and it's important that we use that feedback. So that's all I've got. Thank you.

County Manager Sanborn commented:

- I'd like to comment on one thing. I think everybody knows that there's a lot of concern and uncertainty out there about where we're going with improvement and final adoption of this new fire service contract. So, I wanted to update everybody on that. A couple of days before your last meeting, I sent over a recommendation to the Fire Commission on how we might move forward together. And a day after your last meeting, I got confirmation back from Steven Robertson that they agreed with that framework, and they are moving forward. With that framework now, I just want to share that with everybody.
- The Fire Commission is working to provide direct feedback in the form of a red line to the existing draft, and to do that, they're holding a series of special meetings and the idea is that they would be able to get that back to me by the end of August, and then then turn that around and give that feedback to you as well as the any other helpful comments that I can add to what their to their recommendations and then during the month of September, you as the Board of County Commissioners would approve the next version of the draft, and then we would turn around and send that that out for comment to all the various fire departments, and those fire departments would have about a month to provide feedback to us.
- Then myself and the Fire Commission would get together and consider that feedback and again make another red line version that we can bring back to you, hopefully by about the end of November, for your consideration, approval or modification where you see fit. Then we would be able to get back out to the to the Fire Chiefs again for their contemplation, with their boards on final adoption.

- The timeline that I proposed would allow for us transitioning to that new contract on the first of February, but we all recognize that sometimes there are complications, and so if we need to slip that back, we can. But at least, given the fact that we have this decision-making process kind of codified on paper, we'll know whether we're on track or not, and whether or not we're going to need to make adjustments. So that's where we're headed.

Assistant County Manager Brown commented:

- Just welcome everybody. I think most people know by now, but former Commissioner Mendenhall's mother passed away last week, and I think her services were this past weekend, if I'm not mistaken. I didn't get to be there but just remember them in our thoughts and prayers.

Chair Wood commented:

- I was honored to be with Jeff to have breakfast with Senator Ted Budd last Friday. It was an invitation only. Wayne was out of town, not able to make it. It was Assistant Chairs and County Managers and all the mayors. I didn't hear that much politics discussed. It was just lunch with Ted Budd, so that was that was fun. Other than that, let's get this meeting going.

Conflicts Of Interest

No conflicts of interest were stated by the Board.

CONSENT AGENDA

All attachments presented on the Agenda are available in the attachments of the Agenda on the County Website and are available upon request from the Clerk, with the exception of the minutes approved which are located on the County Website under the minutes tab.

Minutes

Pine Hall Facility Deed

Budget Amendments

Chairman Wood entertained a motion to approve the Consent Agenda.

Commissioner Chandler moved to approve the Consent Agenda as presented.

Commissioner Cox seconded the motion. The motion Passed.

INFORMATION AGENDA

All attachments presented on the Agenda are available in the attachments of the Agenda on the County Website and are available upon request from the Clerk, with the exception of the minutes approved which are located on the County Website under the minutes tab.

North Carolina Forest Service Stokes County Annual Report

Chairman Wood turned the floor over to Stokes County Ranger Jonathan Young to present the North Carolina Forest Service Stokes County Annual Report 2025.

Young went over data for causes of fires and how many acres of land and homes had been protected. He highlighted the two largest fires dealt with during FY 2025. Additionally, he covered other areas of forestry such as insect and disease protection and forest management.

The Board thanked Young for his work around the County and for his presentation.

Resident Survey Results 2025

Chairman Wood turned the floor over to County Manager Jeff Sanborn to present the Resident Survey Results 2025.

Sanborn presented the results from the first residential survey and how it was designed for legitimacy and diversity of the County population. He highlighted the areas of Stokes County that residents had deemed more important to them and their feelings on how well the County was doing in those aspects. Additionally, he covered which areas Stokes County was behind or ahead of regional and national averages.

The Board discussed their interest in the findings and the areas that require improvement.

Stokes County Health Dept. SOTCH Report and Strategic Plan

Chairman Wood turned the floor over to Health Director Tammy Martin to present the Stokes County Health Department SOTCH Report and Strategic Plan.

For the SOTCH Report, Martin discussed the new Community Health Assessment, the reduction of overdoses in the county, flu clinics, co-op classes, the increased use of the diaper bank, and doing Narcan education in the community.

For the Strategic Plan, Martin noted that it is updated annually, and they are planning to increase Mental Health and Substance Abuse services. There are also plans to increase physical activity in the community and access to care through telehealth, as well as decrease the wait time for environmental health inspections.

The Board appreciated the work being done to serve the community and requested updated numbers for overdoses in the community when next available.

DISCUSSION AGENDA

All attachments presented on the Agenda are available in the attachments of the Agenda on the County Website and are available upon request from the Clerk, with the exception of the minutes approved which are located on the County Website under the minutes tab.

SCOPE Funding Request

Chairman Wood turned the floor over to Health Director Tammy Martin to present the SCOPE Funding Request.

Martin presented the SCOPE funding resolution which had been amended to ensure that their current position would stay at the current rate of pay and not be brought to the same level as the new position.

After some discussion, the Board moved the item to the action agenda for tonight's meeting.

Salary Study Results

Chairman Wood turned the floor over to HR Director Jamie Clark to present the Salary Study Results.

Clark presented the findings from the internal salary study. The study involved a comprehensive review of each department's pay scale, with particular attention given to areas where salary disparities were noted. It was shown that there needed to be an increase in the Department of Social Services as well as Emergency Management Services.

With some discussion, the Board moved the item to the action agenda for tonight's meeting.

ACAB Bylaws Amendments

Chairman Wood turned the floor over to Animal Control Director Tommy Reeves to present the Animal Control Advisory Board Bylaws Amendments.

Reeves noted that due to the busyness around the Health Department Director, it was decided to amend the Animal Control Advisory Board bylaws to remove the requirement for her to serve and for the position to be replaced by a member that serves as a representative for a hunting organization. Additionally, it was added that the Board would appoint someone to serve as the Chair of the ACAB for 4 years.

With some discussion, the Board moved the item to the action agenda for tonight's meeting.

ACTION AGENDA

All attachments presented on the Agenda are available in the attachments of the Agenda on the County Website and are available upon request from the Clerk, with the exception of the minutes approved which are located on the County Website under the minutes tab.

SCOPE Funding Request

Chairman Wood entertained a motion to approve the item as presented.

Commissioner Cox moved to approve the SCOPE Funding Request.

Commissioner Morris seconded the motion. The motion Passed.

Salary Study Results

Chairman Wood entertained a motion to approve the item as presented.

Commissioner Chandler moved to approve the Salary Study Results.

Vice-Chair Barneycastle seconded the motion. The motion Passed.

ACAB Bylaws Amendments

Chairman Wood entertained a motion to approve the item as presented.

Commissioner Morris moved to approve the ACAB Bylaw Amendments.

Vice-Chair Barneycastle seconded the motion. The motion Passed.

CLOSED SESSION

Chairman Wood entertained a motion to enter closed session at 7:30 pm.

Commissioner Cox moved to go into closed session for the following rationales:

- To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged pursuant to G.S. 143-318011(a)(3)

Commissioner Chandler seconded the motion.

With no discussion, the motion passed unanimously.

The Board entered closed session.

Adjournment

The Board reentered open session.

Chairman Wood entertained a motion to adjourn.

Vice-Chair Barneycastle moved to adjourn at 8:05 pm.

Commissioner Chandler seconded. The motion Passed.

Olivia Jessup
Clerk to the Board

Keith Wood
Chair

STATE OF NORTH CAROLINA)
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COUNTY OF STOKES)
)

OFFICE OF THE
COMMISSIONERS
STOKES COUNTY
GOVERNMENT
DANBURY, NORTH
CAROLINA
MONDAY AUGUST 25, 2025

Regular Meeting of the Stokes County Board of Commissioners

The Board of Commissioners of the County of Stokes, State of North Carolina, met for a Regular Meeting in the Stokes County Administration Building in the Commissioners Chambers located in Danbury, North Carolina on Monday, August 25 at 2:00 pm with the following members present:

Board of Commissioners Present: Chairman Keith Wood, Vice-Chairman Wayne Barneycastle, Commissioner Brad Chandler, Commissioner Sonya Cox, and Commissioner Rick Morris.

County Administration Present: County Manager Jeff Sanborn, Assistant County Manager Amber Brown, Clerk to the Board Olivia Jessup, Director of Finance Tammy Keaton, and County Attorney Jennifer Michaud.

CALL TO ORDER

Chairman Wood called the meeting to order.

INVOCATION

Chairman Wood invited those in attendance to join the Board in the Invocation, if desired.

Chairman Wood delivered the Invocation.

PLEDGE OF ALLEGIANCE

Chairman Wood invited those in attendance to join the Board in the Pledge of Allegiance.

APPROVAL OF AGENDA

Chairman Wood entertained a motion to amend or approve tonight's agenda.

Commissioner Morris moved to approve the agenda as presented.

Vice-Chair Barneycastle seconded the motion. The motion Passed.

Public Comments

Chairman Wood opened the floor for public comments at 2:02 pm.

The following individuals signed up to speak in public comments:

Michael Goodman
0 Jewel Road
Danbury NC
RE: Noise Ordinance

Kathleen Edwards
1726 Rogers Road
Mount Airy, NC
RE: ACAB Hunting Org Member

Chairman Wood closed the floor for public comments at 2:10 pm.

COMMENTS - Managers/Commissioners

Chairman Wood opened the floor for comments from the manager and commissioners.

Commissioner Cox commented:

- Today, but thank you all for being here and your participation and your comments, and we can just get right on with the meeting.

Vice-Chair Barneycastle commented:

- It's great to see everybody today. Welcome everybody. Thanks for coming after the double meeting, and God bless with another beautiful day, another day of life.

Commissioner Morris commented:

- I'd like to also welcome everybody thank you for your participation. We always really appreciate that. Like to recognize Brandon Hooker for the genealogy program that he put on this past weekend over at the Arts Place. First time I've been involved in that and it's really interesting stuff, and he and his participants in that program did an outstanding job. I think it'll be back again next year. So, I highly, highly recommend folks attend to that if, if that's something you're interested in, that's all I have.

Commissioner Chandler commented:

- Welcome everybody. It's good to see everybody. We appreciate the two public comment speakers. We always, always want to hear from people in the community looking ahead to next week. Let's don't forget it's Labor Day weekend, so please remember that while a lot of us will be enjoying the holiday. Don't forget our troops

that are overseas. Our troops are even with the National Guard, they're in DC. Don't forget them. And of course, our public safety, our Sheriff's Office, Highway Patrol and our fire departments and, of course, our medical emergency services, they'll still be working 24/7.

County Manager Sanborn commented:

- Mr. Chairman, couple things I'd like to comment on. The first is that we are continuing our collective effort to work on the new Fire Department contract mechanism, and I'm pleased to report that on Friday, I got the draft back from the fire commission one week ahead of schedule. I've not really had a good chance to review that document yet, but we're in position now where we'll be able to get that on your next agenda for you to consider updating you know this most of a more current version of the draft that we can send out to the fire departments for review after you do approve that.
- The second thing I'd like comment on is that I spent the tail end of last week in Greenville at the Association of County Commissioners conference. It's an annual event. First time I've been able to attend one of those. It was very well run, very well attended, except maybe not quite so much for the counties on the western side of the state, for obvious reasons. That's quite a long drive to get over there. They had a lot of great breakout sessions and classes that I was able to participate in, and was able to connect a lot of people, and reconnect with a lot of people that I did previously. So, it was good event. Thank you.

Assistant County Manager Brown had no comment.

Clerk to the Board Jessup had no comment.

Chair Wood commented:

- First of all, I like to thank you, Jeff for taking one for us by going to Greenville and then and being a voting representative. I don't even know what y'all were voting on.

County Manager Sanborn commented:

- To be honest, I got I was ill at the end of the last week. I came home before the business session on Saturday afternoon, but it was the new voting on the new power structure.

Chair Wood commented:

- No big deal. And then Rick stole my thunder. I was also attending the event that Mr. Hooker put on Saturday. It was probably 35 people there? It was well attended, and it was from outside the county too. And this was the third one. He does plan more for people that's interested in that type of stuff. They're doing something similar the 27th of September at the Madison Library in Rockingham. So, if you're in your family tree, you can get some good information, or good sources. They're going to have a guy from

Wilkesboro. If you got an old deed in your family history, he can take it and show you where it is this day and time on the map, which I'm very interested in.

- Also, 60 plus food giveaway. I haven't mentioned them lately, and they reached out to me last week. I think they were 30 pounds short of three tons of food they give away. They helped 120 families. And if he informed me, this is their third year, I can't believe that, because that's an average about that amount, and that's that just shows you how needy people in this county and surrounding counties are and I'm sure they could take help, and they kind of wing it by themselves, so but that's just one of many things that goes on helping the needy in this county.

Conflicts Of Interest

No conflicts of interest were stated by the Board.

CONSENT AGENDA

All attachments presented on the Agenda are available in the attachments of the Agenda on the County Website and are available upon request from the Clerk, with the exception of the minutes approved which are located on the County Website under the minutes tab.

Budget Amendments

Tax Office Agenda

Pay and Benefit Policy Amendment

King Planning Board ETJ Alternate

Chairman Wood entertained a motion to approve the Consent Agenda.

Commissioner Cox moved to approve the Consent Agenda as presented.

Commissioner Chander seconded the motion. The motion Passed.

INFORMATION AGENDA

All attachments presented on the Agenda are available in the attachments of the Agenda on the County Website and are available upon request from the Clerk, with the exception of the minutes approved which are located on the County Website under the minutes tab.

NIBRS Crime Stats FY25

Chairman Wood turned the floor over to Chief Deputy Eric Cone to present NIBRS Crime Stats for FY 2025.

Chief Deputy Cone presented an update on the Sheriff's Office including public service events, employee training, the Citizen's Academy, and new RMS and JMS systems. He showcased

how many calls had been received through January 1, 2025, to June 30, 2025, and what those calls were for. Total calls for service neared 9,500.

Additionally, Chief Deputy Cone presented the numbers through the National Incident-Based Reporting System which showed a majority of incidents falling into the category of assault, drug/narcotic violations, damage/destruction/vandalism of property, other larceny, and breaking and entering.

The Board thanked Chief Deputy Cone for the presentation and for the work that the Sheriff's Office has done for the community.

Soil and Water Annual Report

Chairman Wood turned the floor over to Soil and Water Conservation Director Amelia Harold to present Soil and Water Annual Report.

Director Harold discussed the NC Agriculture Cost Share Program, Agricultural Water Resources Assistance Program, USDA-Natural Resources Conservation Service Programs, and Streamflow Rehabilitation Assistance Program, as well as how those program funds were allocated. She also mentioned their staff trainings and public education work within Stokes County. Director Harold thanked her Board, and all those who volunteer their time towards conservation efforts.

The Board thanked Director Harold for the presentation and the efforts made by the whole Soil and Water Conservation team. They also wished her the best in her new role as Director after the retirement of Janice Pack.

DISCUSSION AGENDA

All attachments presented on the Agenda are available in the attachments of the Agenda on the County Website and are available upon request from the Clerk, with the exception of the minutes approved which are located on the County Website under the minutes tab.

Pine Hall Elementary School Property

Chairman Wood turned the floor over to County Manager Sanborn to present the Pine Hall Elementary School Property.

County Manager Sanborn noted that the Stokes County Board of Education had determined that the Pine Hall Elementary School property is no longer needed for public school purposes. The Stokes County Board of Commissioners have the first opportunity to acquire the property. Price will be fair market or otherwise negotiated and agreed upon with the Board of Education.

The Board discussed a potential timeline and the need for public input on what the property may become prior to acquiring Pine Hall Elementary School.

The item was moved to the discussion agenda for the next meeting.

Animal Control Advisory Board Hunting Organization Member Applications

Chairman Wood turned the floor over to Clerk to the Board Jessup to present the Animal Control Advisory Board Hunting Organization Member Applications.

Clerk to the Board Jessup noted that the advertisement for the Hunting Organization member was posted and open until August 22. One application was received, Ken Sevier.

The Board nominated Ken Sevier for the Hunting Organization Member on the Animal Control Advisory Board.

The item was moved to the Action Agenda for the next meeting.

Board of Health Member Status

Chairman Wood turned the floor over to County Attorney Jennifer Michaud to discuss the Board of Health Member Status.

Attorney Michaud explained that the Board of Health Chair Chad Jarvis was arrested on August 2nd, 2025, and is facing several charges related to domestic violence. Under North Carolina General Statute 130A-35, the Board may discuss the matter and come to a consensus on whether any action will need to be taken in response.

The Board debated if it was better to take action now or to wait until the first court date has happened to move forward. After some discussion, the Board agreed that they would ask Jarvis to resign willing with the stipulation that if he was proven innocent then he would be reinstated.

ACTION AGENDA

All attachments presented on the Agenda are available in the attachments of the Agenda on the County Website and are available upon request from the Clerk, with the exception of the minutes approved which are located on the County Website under the minutes tab.

Child Support Awareness Month Resolution

Chairman Wood entertained a motion to approve the item as presented.

Commissioner Cox moved to approve the Child Support Awareness Month Resolution.

Commissioner Morris seconded the motion. The motion Passed.

Adjournment

Chairman Wood entertained a motion to adjourn.

Vice-Chair Barneycastle moved to adjourn at 3:48 pm.

Commissioner Chandler seconded. The motion Passed.

Olivia Jessup
Clerk to the Board

Keith Wood
Chair



**Board of County Commissioners
September 8, 2025
6:00 PM**

Item number: V.b.

Danbury Planning Board ETJ Member Reappointment

Contact: Olivia Jessup, Clerk to the Board

Summary:

Danbury Planning & Zoning Board ETJ member Donnie Mabe's term will expire on October 15, 2025. Article II of the Danbury Zoning Ordinance requires a board member to be reappointed or replaced at the end of a three-year term.

Mr. Mabe indicated his willingness to be considered for reappointment to serve as ETJ Member on the Danbury Planning & Zoning Board for the term beginning October 16, 2025. The Town of Danbury requested that Mr. Mabe be reappointed to the Planning Board.

ATTACHMENTS:

Description	Upload Date	Type
Reappointment Request	8/26/2025	Cover Memo

Town of Danbury

201 Courthouse Circle

P.O. Box 4

Danbury, NC 27016

(336) 593-2002

Fax- (336) 593-2019

Email – admin@townofdanbury1957.org

Gary East, Mayor Pro-tem
W. Eugene Russell, Town Attorney

Mike Barsness, Town Administrator
Renea Brown, Town Clerk

August 26, 2025

Amber Brown
Stokes County Assistant Manager
PO Box 20
Danbury, NC 27016

RE: Danbury ETJ Reappointment

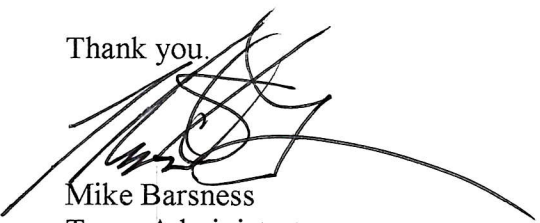
Amber,

The term for Danbury Planning & Zoning Board ETJ member Donnie Mabe will expire on October 15, 2025. Article II of the Danbury Zoning Ordinance requires a board member to be reappointed or replaced at the end of a three-year term.

Mr. Mabe has indicated his willingness to be considered for reappointment to serve as ETJ Member on the Danbury Planning & Zoning Board for the term beginning October 16, 2025. The Town finds Mr. Mabe to be a valuable contributor to planning efforts.

Please present this request to the Stokes County Board of Commissioners for consideration at the appropriate time and advise us of their decision at your earliest convenience.

Thank you.



Mike Barsness
Town Administrator



**Board of County Commissioners
September 8, 2025
6:00 PM**

Item number: VI.a.

Stokes County Inclusion on UAL

Contact: Tammy Keaton, Finance Director

Summary:

We were recently notified that Stokes County will be included on the Unit Assistance List (UAL) compiled based on the fiscal year 2024 audited financial statements.

Finance Director Tammy Keaton will discuss this inclusion and next steps.

Attached is the email correspondence. Findings documents are available upon request.

ATTACHMENTS:

Description	Upload Date	Type
UAL Notification Email	9/5/2025	Cover Memo

This courtesy email is being sent to email addresses we have on record for your local government. A physical copy is being sent by first-class mail to the primary mailing address on file.

Stokes County Board of Commissioners
PO Box 20
Danbury, North Carolina 27016

Stokes County Board of Commissioners:

Based on a review of the fiscal year 2024 audited financial statements for Stokes County and an analysis of available information related to the unit's financial health and fiscal management practices, **Stokes County will be included on the Unit Assistance List (UAL) compiled based on the fiscal year 2024 audited financial statements.**

We are keenly aware of the financial challenges that local governments in North Carolina and across the country face. We are committed to assisting local governments to maintain strong fiscal health that serves their communities well.

Our Coach Team will be contacting you within the next several weeks to establish the monitoring requirements you will be expected to meet. Additionally, by working together, your staff and the Coach Team member will identify the specific challenges your unit is facing, outline the resources that will be offered by LGC staff, and connect you with external resource providers who may be able to provide further assistance.

Please note that under North Carolina statutes, units on the most recently published Unit Assistance List have specific statutory obligations. Details on these additional requirements can be found on our website [link here](#) and are detailed below:

- UAL units **must** obtain LGC approval of financing contracts for the purchase, lease, or lease with an option to purchase motor vehicles where the contract amount equals or exceeds \$50,000. [See G.S. 159-148.](#)
- UAL units **must** obtain LGC approval of financing contracts relating to the lease, acquisition, or construction of capital assets, with terms that exceed 3 years and \$50,000 (and meet other criteria). [See G.S. 159-148.](#)
- City and county managers of UAL units **must** complete a minimum of six clock hours of education including fiscal management and the requirements of Chapter 159 of the General Statutes (the Local Government Finance Act). [See G.S. 160A-148 \(city managers\)](#) and [G.S. 153A-82 \(county managers\)](#).

If you have any questions related to your inclusion on the UAL, please contact me at (919) 814-4297.

Sincerely,
Kendra Boyle
Kendra Boyle
Director, Fiscal Management Section
State and Local Government Finance Division



**Board of County Commissioners
September 8, 2025
6:00 PM**

Item number: VII.a.

Offer to Purchase Real Property

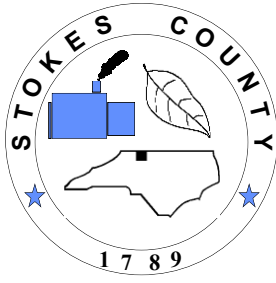
Contact: Glenda Pruitt, Purchasing/Project Manager

Summary:

An offer to purchase real property was received on August 19, 2025, for parcel number 5974-72-9981 located on High Bridge Road Pinnacle, NC 27043.

ATTACHMENTS:

Description	Upload Date	Type
Memo Offer to purchase real property	9/4/2025	Cover Memo
Deeds & Plat	9/4/2025	Backup Material
GS 160A-269 & UNC School of Govt.	9/4/2025	Backup Material
Offer to Purchase	9/4/2025	Resolution Letter
Resolution Authorizing Upset Bid Process 5974-72-9981	9/4/2025	Resolution Letter



Stokes County
Purchasing Department

Memorandum

To: Stokes County Board of Commissioners

From: Glenda Pruitt, Purchasing/Project Manager

Date: September 3, 2025

Re: Surplus Real Property 5974-72-9981

An offer to purchase was received on August 19, 2025, for parcel number 5974-72-9981 located on High Bridge Road Pinnacle, NC 27043. This property was acquired by the county on December 17, 2020, deed book 728, page 257 & deed book 728, page 260 described as lots 1 & 2 on plat book 18, page 24. I have discussed the offer with Tax Administrator Richard Brim and County Manager Jeff Sanborn and they both agree that this offer is fair. The offer received is detailed below:

James Kemerling & Rebecca Kemerling
Offer received \$40,000.00
5% Bid deposit of \$2,000.00 received

I would like to request the Boards approval to move the resolution to action and start the upset bid process per GS 160A-269. County Attorney Jennifer Michaud has reviewed and approved the resolution.

Approved by Stokes County Tax Administration

NCGS 161-31(A) and NCGS 105-303(a2)

KA Date 12/17/2020

FILED	Dec 17, 2020
AT	04:17 PM
BOOK	00728
START PAGE	0257
END PAGE	0259
INSTRUMENT #	06728
EXCISE TAX	\$65.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax \$65.00 Recording Time, Book and Page
Parcel ID No.: 5974-82-1706 & a portion of 5974-72-7994

Mail after recording to County of Stokes
P O Box 20, Danbury, NC 27016

This instrument was prepared by J. Tyrone Browder, Attorney at the request of GRANTOR

Brief description for the Index Lot 2, PB 18, PG 24

THIS DEED made this _____ day of December, 20 20, by and between

GRANTOR

THE PINNACLE VOLUNTEER FIRE
AND RESCUE DEPARTMENT, INC.,
(Formerly The Pinnacle Volunteer Fire
District, Inc.)
P O Box 450
Pinnacle, NC 27043

GRANTEE

COUNTY OF STOKES
(A Political Subdivision of the
State of North Carolina)
P O Box 20
Danbury, NC 27016

Enter in appropriate block for each party: name, address, and if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, Yadkin Township, Stokes County, North Carolina, and more particularly described as follows:

BEING that certain property as more particularly described on the attached Exhibit A and incorporated herein by reference,

The foregoing property () does (x) does not include the primary residence of the Grantor(s).

submitted electronically by "Browder, Overby, Hall & Michaud, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Stokes County Register of Deeds.

The property hereinabove described was acquired by Grantor by instrument recorded in DB 586, PG 1069 AND DB 348, PG 712

A map showing the above described property is recorded in Plat Book 18 at Page 24

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claim of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Easements and restrictions of record, if any.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its _____ President, the day and year first above written.

The Pinnacle Volunteer Fire and Rescue Department, Inc.
(Corporate Name)

(SEAL)

By: Jeremy Bowman

Jeremy Bowman, Chairman of the Board

(SEAL)

SEAL-STAMP

NORTH CAROLINA, STOKES COUNTY.

I, a Notary Public of the County and State aforesaid, certify that Jeremy Bowman

personally came before me this day and acknowledged that he is Chairman of the Board of

The Pinnacle Volunteer Fire and Rescue Department, Inc., a North Carolina corporation, and that by

authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by

him as its Chairman of the Board.

Witness my hand and official stamp or seal this 17th day of December, 20 20.

My Commission Expires: 5/6/2025

Traci Pillow Notary Public

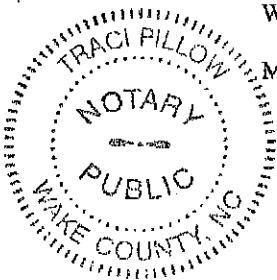


EXHIBIT A

BEING all of Lot 2, containing 2.377 acres as shown on the plat entitled "Survey for Stokes County" recorded in PB 18, PG 24 in the Stokes County Register of Deeds Office.

Approved by Stokes County Tax Administration
NCGS 161-31(A) and NCGS 105-303(a2)

KA Date 12/17/2020

FILED	Dec 17, 2020
AT	04:17 PM
BOOK	00728
START PAGE	0260
END PAGE	0261
INSTRUMENT #	06729
EXCISE TAX	\$0.00

QUIT-CLAIM DEED

Mall to: County of Stokes, P O Box 20, Danbury, NC 27016

This instrument was prepared by: J. Tyrone Browder, Attorney

STATE OF NORTH CAROLINA, STOKES County.

THIS DEED, Made and entered into this _____ day of December, 2020, by and between
The Pinnacle Volunteer Fire and Rescue Department, Inc. (formerly The Pinnacle Volunteer Fire District, Inc.) of Stokes
County and State of North Carolina, hereinafter called Grantor, and The County of Stokes, a Political Subdivision of the State of
North Carolina of Stokes County and State of North Carolina, hereinafter called Grantee, whose permanent mailing
address is P O Box 20, Danbury, NC 27016;

WITNESSETH:

That said Grantor, for valuable consideration, the receipt of which is hereby acknowledged, has remised and released and by
these presents does remise, release, convey, and forever quitclaim unto the Grantee, his heirs and/or successors and assigns, all right,
title, claim and interest of the Grantor in and to a certain lot or parcel of land lying and being in Yadkin Township, Stokes
County, North Carolina, and more particularly described as follows:

BEING all of Lot 1 containing 0.025 acre as shown on the plat entitled "Survey for Stokes County" recorded in PB 18, PG 24
in the Stokes County Register of Deeds Office.

The above described Lot 1 is located at the southwest corner of the Lot 2 as shown on the above referenced plat.

To have and to hold the aforesaid lot or parcel of land and all privileges thereunto belonging to him, the Grantee, his heirs
and/or successors and assigns, free and discharged from all right, title, claim or interest of the Grantor or anyone claiming by, through
or under him.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall
include singular, plural, masculine, feminine or neuter as required by context. Grantor makes no warranty express or implied
concerning the title to the above referenced property.

Submitted electronically by "Browder, Overby, Hall & Michaud, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Stokes County Register of Deeds.

IN WITNESS WHEREOF, The Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

The Pinnacle Volunteer Fire and Rescue Department, Inc.

By: *Jeremy Bowman* (SEAL)
Jeremy Bowman, Chairman of the Board

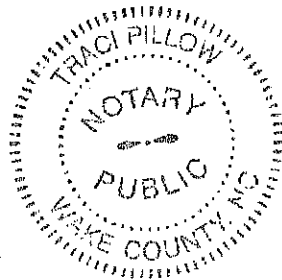
SEAL-STAMP

NORTH CAROLINA, STOKES COUNTY.

I, a Notary Public of the County and State aforesaid, certify that Jeremy Bowman personally came before me this day and acknowledged that he is Chairman of the Board of The Pinnacle Volunteer Fire and Rescue Department, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its Chairman of the Board.

Witness my hand and official stamp or seal this 17th day of December, 20 20.

My Commission Expires: 5/6/2025 Traci Pillow Notary Public



§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)



Local Government Property Disposal Procedures

Sale by Negotiated Offer and Upset Bid (G.S. 160A-269)

Listed below are the basic procedures required under state law for disposing of personal and real property by the negotiated offer and upset bid procedure.

- Step 1** Unit receives an offer to purchase property. The unit may solicit offers informally, and may negotiate with a prospective buyer prior to initiating the upset bid procedure.
- Step 2** Governing board adopts a resolution accepting the offer and authorizing the upset bid procedure. The offeror deposits 5% of bid amount with clerk while upset procedure takes place.
- Step 3** Publish advertisement for upset bids in a newspaper of general circulation within the jurisdiction (electronic advertisement is not authorized). The advertisement must describe the property to be sold, the terms and conditions of the sale, and the requirements for submitting a qualifying upset bid within 10 days after the date of publication: a qualifying upset bid must be an amount at least 10% of the first \$1000 of the original offer and 5% of the remainder. Bidders must submit qualifying upset bids within 10 days after date of advertisement and their bids must be accompanied by a 5% bid bond or deposit.
- Step 4** If a qualifying upset bid is received, repeat the advertisement and upset bid process until no additional qualifying upset bid is received.
- Step 5** After no additional qualifying upset bids have been received, governing board awards to the highest responsive, responsible bidder or rejects all bids.

**NORTH CAROLINA
STOKES COUNTY**

Offer To Purchase Property

I, James Kemerling
Rebecca Kemerling, am offering to purchase from the County of Stokes tax parcel

5974-72-9981, Deed Book/Page 728/260 + 728/257 for the sum of \$ 40,000

Plat Book/Page 18/24 - Lot 2 + Lot 1

James C. Kemerling
Rebecca Kemerling
Signature
JAMES C. KEMERLING
Rebecca Kemerling
Print Name

19 AUGUST 2025
Date

When offer is received by the Purchasing/Project Manager the offer will be taken to the Tax Administer & County Manager for approval. Once approval is received from both you will be contacted to place a 5% bid bond, and procedures will be followed per GS 160A-269.

Paid Deposit \$2,000.^{00/}
9/3/2025 *AB*

Resolution Authorizing Upset Bid Process

WHEREAS, the County of Stokes owns certain real property, parcel number 5974-72-9981 located on High Bridge Road Pinnacle, NC and

WHEREAS, North Carolina General Statute § 160A-269 permits the county to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the County has received an offer to purchase the property described above, in the amount of \$40,000, submitted by James Kemerling and Rebecca Kemerling; and

WHEREAS, James Kemerling and Rebecca Kemerling has paid the required five percent (5%) deposit on his offer;

THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF STOKES RESOLVES THAT:

The County Board authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

The county clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset. Any person may submit an upset bid to the office of the county clerk within 10 days after the notice of sale is published. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The county will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The county will return the deposit of the final high bidder at closing. Once a qualifying higher bid has been received, that bid will become the new offer. If a qualifying higher bid is received, the county clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Commissioners.

The terms of the final sale are that

- the Board of Commissioners must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed, and
- the buyer must pay with cash cashier's check, or certified check at the time of closing.

The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate county officials are authorized to execute the instruments necessary to convey the property to James Kemerling and Rebecca Kemerling.

Adopted this the 8th day of September, 2025.

Keith Wood- Chairman

Wayne Barneycastle Vice Chairman

Sonya Cox- Commissioner

Rick Morris- Commissioner

Brad Chandler – Commissioner

Attest:

Olivia Jessup –Clerk to the Board



**Board of County Commissioners
September 8, 2025
6:00 PM**

Item number: VII.b.

Fire Service Agreement Revisions

Contact: Jeff Sanborn, County Manager

Summary:

County Manager Jeff Sanborn will present updated drafts of the new, standard Fire Service Agreement that will serve as the contractual agreement between Stokes County and the Fire Departments that provide services to our County Fire Service District.

The Fire Commission met several times over a month-long period to carefully consider each provision of the agreement based on their professional experience and knowledge, as well as feedback they received from many of our rural fire departments.

Attached for review:

- Cover Memo
- Fire Commission's red-line revision
- County Manager's red-line revision to Fire Commission's draft
- Clean Copy incorporating all changes

ATTACHMENTS:

Description	Upload Date	Type
Cover Memo	9/5/2025	Cover Memo
Fire Commission Comments on Draft	9/5/2025	Cover Memo
Management Revision of Fire Commission Draft	9/5/2025	Cover Memo
Clean Copy Incorporating All Changes	9/5/2025	Cover Memo

From:

Jeff Sanborn, County Manager

Board of County Commissioners,

I am pleased to present this updated draft to the new, standard Fire Service Agreement that will serve as the contractual agreement between Stokes County and the Fire Departments that provide services to our County Fire Service District.

Primarily as a result of our Fire Commission's exception work, this updated draft is a vast improvement on the original draft. The Fire Commission met several times over a month-long period to carefully consider each provision of the agreement based on their professional experience and knowledge, as well as feedback they received from many of our rural fire departments.

I agree with the vast majority of the Fire Commission's recommendations. There are a few significant points I do not agree with:

1. In section 3, I added back the requirement that Departments agree to refrain from using fire department property for political purposes. These assets were purchased, build and/or maintained using tax revenues collected from ALL county property owners, regardless of political affiliation. Using those assets to support political interests is not appropriate.
2. In section 8, I added back the frank notice that performance indicator data can affect future funding decisions. I did this to be transparent and open.
3. In section 10, the Fire Commission wished to grant Departments full authority to design buildings, select contractors and oversee construction for future facilities. I modified this language to provide the opportunity for the BOCC to approve a design before funding construction so that you will know what you are paying for.
4. I made several changes to the draft associated with risk management and a desire to protect the interests of County taxpayers. In section 14, I added back the requirement for Departments to include the County as an additionally insured party in their liability coverage policies. While I hesitantly agreed to remove the specific insurance policy requirements that were in an exhibit of the original draft, I kept the majority of those provision in an exhibit describing suggested insurance requirements. So that we can better understand our risk profile as a County, I added back the requirement that Departments share their insurance policy language with us. Finally, I added back more succinct indemnification language that holds the County harmless for any potential unapproved Department activities and behavior.

While we never expect our teammates to cause such problems, this contract needs to protect us from the unexpected.

5. I added back a requirement that departments share medical response reports with our Emergency Medical Services Department. Dr. Nelson has informed us that he believes that provision needs to stay in the contract.
6. I added back the requirement for departments to maintain mutual aid agreements with each other.
7. I clarified and overhauled the breach of contract language. Of note, in these edits I added provisions that address the potential that one or more departments might find the County in breach of contract. Previous language was very one-sided.
8. In section 22, I added back the requirement that departments ensure that the County is listed as a lien holder for property purchased with tax dollars. Recent events involving one of our departments help to illustrate why this is important.

In this agenda item's materials, I have included three documents:

1. The marked-up draft I received from the Fire Commission with their suggested edits.
2. A draft that I created by first incorporating all of the edits suggested by the Fire Commission and then provided my suggestions in mark-up form.
3. A clean copy that incorporates all of the Fire Commission's edits followed by my suggested edits. I also improved the formatting in this clean copy.

In accordance with the agreed upon Fire Department Contract Refinement & Adoption Process & Timeline, I ask that you approve a new draft, either in the form I have provided or based on changes to that product that you collectively desire. We will then distribute your approved draft to the various departments for comments to be collected by the Fire Marshal's Office. The timeline allows approximately one month for departments to provide feedback.

FIRE SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into this first day of XXXX, 20XX by and between STOKES COUNTY, hereinafter referred to as the "County," and ____ VOLUNTEER FIRE DEPARTMENT hereinafter referred to as the "Department." (collectively, the "Parties" and individually as a "Party").

WITNESSETH:

WHEREAS, the Department has a recognized history of dedicated service, having provide essential fire protection and other related emergency services to the citizens of Stokes County for all of the years of its existence; and

WHEREAS, the County and Department desire to contract with each other for the mutually agreed and mutually recognized goal of attempting to achieve the highest levels of protection to the persons who live, work, or are otherwise present in the County; and

WHEREAS, North Carolina General Statutes §69-25.5 states that counties may provide for fire and rescue protection in a designated district by contracting with any incorporated nonprofit volunteer or municipal fire department; and

WHEREAS, this Agreement is authorized by North Carolina General Statutes Sections 153A11 and 153A-13 and N.C.G.S. Chapter 153A, Article 11; and

WHEREAS, the Department is incorporated pursuant to Chapter 55A of the North Carolina General Statutes and is operating as an independent nonprofit volunteer fire department within Stokes County, North Carolina; and

WHEREAS, the fire districts of Stokes County have boundaries defined by descriptions on file in the Stokes County Fire Marshal's Office; and

WHEREAS, the Department has acquired and owns equipment, land, and buildings for the operation of the Department; and

WHEREAS, the Department's goal is to MAY employ trained, experienced and skilled personnel; however, the majority of its workforce is composed of trained, experienced and skilled volunteers; and

WHEREAS, the County levies and collects Service District taxes from its citizens to assist in the funding of fire protection services for its citizens living in the service district areas; and,

WHEREAS, the County is contracting with the Department to provide service within the area as further defined in Section 1 (12) (the "District")

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

1. DEFINITIONS

Agreed-upon Procedure: A procedure in which a CPA is engaged to carry out those procedures

Commented [1]:

Ryan G. Mitchell
Contracts should be separate for Fire and EMS.

Commented [2]:

Consider adding "Goal"

Commented [3]:

Roberson comments:
What is the consequence if part time or fulltime employee number is greater than volunteer numbers?

Commented [4]:

Fire Commission Review with Summarized Feedback from Stakeholders:
Terms in the definitions that are not used in the contract should be removed, example: "Failure to Respond, Response District, etc"

of an audit nature to which the auditor and the entity and any appropriate third parties have agreed and to report on factual findings pursuant to that agreed-upon procedure as it is specifically described in Exhibit "A." attached hereto. In no event SHALL agreed-upon procedures vary in any way from GAAP and GAAS.

Agreement: This Fire Services Agreement, together with Exhibits "A," "B," "C," "D" and "E" each of which is incorporated herein by reference as an integral part of this Agreement.

Annual Budget: The budget for the operation of the Department prepared by the Department and approved by its Board of Directors.

- 1.1. Annual County Allocation: The amount of County funds allocated by the County Commissioners for the support of the Department during the applicable Fiscal Year.
- 1.2. Applicable Law: All laws, rules, regulations, ordinances, codes, standards, orders, and actions of any and all governmental bodies, agencies, authorities, and courts that may now or hereafter be applicable to the performance of duties under this Agreement.
- 1.3. Approved Merger: A merger to which the Department is a party, and:
 - 1.3.1. The other party to the merger is a Fire Department having its principal office and place of business in Stokes County and is a department which has entered into a Fire Services Agreement with Stokes County containing the same terms and conditions as this Agreement; or
 - 1.3.2. The other party to the merger and the Plan of Merger has been approved by the Fire Marshal, Fire Commission, and the Board of County Commissioners.
- 1.4. Authority Having Jurisdiction: The individual fire department
- 1.5. Board of Commissioners: The Stokes County Board of Commissioners.
- 1.6. Fire Commission: The Stokes County Fire Commission
- 1.7. Board or "Board of Directors": The Department's Board of Directors, as defined in N. C. G.
- 1.8. S. § 55A-1- 40 (2) is: " ... the group of natural persons vested by the corporation with the management of the Department's affairs whether or not the group is designated as directors in the articles of incorporation or bylaws."
- 1.9. Capital Expenditure: All expenditures for purchases of buildings, building additions, alterations, repairs or improvements and all expenditures for or purchases of additional or replacement furniture, machinery, vehicles or equipment, hardware or software, where the cost of such expenditure or purchase is twenty five thousand dollars (~~\$2510,000-00~~) or more, or

Commented [5]:

From Dwayne Young:
Not all of the exhibits belong in the contract. Some are operational and administrative documents that are subject to change on a regular basis and would require another contract signature and approve process.

Commented [6]:

Roberson comments:
What are examples of depreciable life items?

Commented [7]:

Budget Online defines capital as \$10,000 - should this match?

where the depreciable life of the applicable item is in excess of three (3) years.

1.10. Capital Item: The actual property which was purchased or otherwise received by the Department as a Capital Expenditure.

1.11. CPA: Certified Public Accountant.

1.12. Department: A fire department receiving funding from the fire service district.

1.13. CPA: Certified Public Accountant.

Response District: The designated response area that the Department contracts to serve, which for purposes of this Agreement is the Volunteer Fire Response District, as further shown on the Fire Districts Map.

1.14. Effective Date: The effective date of this Agreement is the date this contract is signed and executed.

1.15. Fire District: The primary District of the Department includes the property lying within the boundaries of the district.

1.16. SCEMS: Stokes County Emergency Medical Services

1.17. EM: Stokes County Emergency Management

Existing Debt: Any legally enforceable secured or unsecured obligation to pay money.

1.18. Chief: The Chief of a Fire or Rescue Department.

Fire Districts Map: The most current version of the Stokes County Fire Insurance Districts Map on file in the office of the Fire Marshal.

1.19. Fire Marshal: Any representative from the Stokes County Fire Marshal's Office.

1.20. Fiscal Year: Stokes County Fiscal Year is from July 1st through June 30th. The Department's Fiscal Year is: July 1st through June 30th.

1.21. GAAP: Generally accepted accounting principles.

1.22. GAAS: Generally accepted auditing standards.

Failure to Respond: Failure to respond is considered not getting an Apparatus enroute to a scene within twenty minutes or less.

1.23. IC: Incident Commander

Paid Staff: Any person hired part-time or full-time to provide fire and EMS services in a fire department.

1.24. Services: Fire protection, heavy/technical rescue, medical responder, and associated emergency- related services (as defined in Section 3), and those activities undertaken by the Department in furtherance of fulfilling the

Commented [8]:

From Dwayne Young:

NFPA 1720 – Volunteer First Alarm Assignments
This standard applies to Volunteers. In general, 1720 provides the following benchmarks:
Urban Zones with greater than 1000 people/square mile
Calls for 15 staff to assemble an attack in 9 minutes, 90% of the time
Suburban Zones with 500-1000 people/square mile
Calls for 10 staff to assemble an attack in 10 minutes, 80% of the time
Rural Zones with less than 500 people/square mile
Calls for 6 staff to assemble an attack in 14 minutes, 80% of the time
Remote Zones with a travel distance equal to 8 miles
Calls for 4 staff, once on scene, to assemble an attack in 2 minutes, 90% of the time.

Commented [9]:

From: Ryan Mitchell
Apparatus needs to be defined.

Commented [10]:

Roberson comments:
Where is this referenced from, NC regulations, NFPA.... Some incidents can be over within 20 minutes. We also have a current protocol where POV times are used for incidents, especially public service, and medical incidents.

Commented [11]:

Fire Commission Review with Summarized Feedback from Stakeholders:
This has the parameters of a metric or service level agreement. First, these should be reserved for the same section in the document (example: Exhibit, etc). Second, the Metric/SLA is requiring 100% compliance which is aspirational at best and will render each station non-compliance at some point. Third, what is the governance plan to monitor and manage this expectation.

above.

2. PURPOSE

- 2.1. The purpose of this Agreement is to establish the terms and conditions under which the County is contracting with the Department to provide firefighting and fire prevention services and other emergency services (as defined in [Section 3](#)) during emergencies and disasters, and to provide for efficient firefighting and emergency services to the persons who live, work and/or are otherwise present in the County.

3. SERVICES FURNISHED BY THE DEPARTMENT

- 3.1. The Department AGREES to provide its Services throughout the District and elsewhere in accordance with the standards and other requirements in a manner that complies with all Applicable Law, including by illustration, but not limited to, those applicable rules and regulations of the North Carolina [Department of Insurance and the Insurance Services Office, Inc.](#) [State Fire Marshal's Office](#).
- 3.2. The Department AGREES to establish safeguards to prevent the appearance of or actual conflicts of interest or personal gain including, but not limited to the adoption of an ethics policy, and to abide by the ethics policy and to perform its services without the appearance or the actuality of conflicts of interest.
- 3.3. The Department FURTHER AGREES to provide the Services in accordance with the requirements set forth in this Agreement in a professional, efficient and workmanlike manner to all persons and property in its assigned District.
- 3.4. [The Department SHALL notify the 5 appropriate municipal or county public utilities a minimum of 48 hours in advance of any scheduled live burn training event if the Department intends to use a Stokes County fire hydrant, and the Department SHALL provide the address and date of the training event, in order to meet possible water demands for the training event.](#)
- 3.5. The Department AGREES to provide the following services upon request during times of emergencies:
- 3.5.1. To furnish and provide continuing fire protection service and other emergency services to all residents of the fire district, to all persons present in the District, and to all real and personal property lying within the boundaries of the District and to other areas of the County as may be agreed to in automatic mutual aid agreements with other fire departments within the County.
- 3.5.2. [The Department SHALL meet and operate at the minimum level set](#)

Commented [12]:

Fire Commission Review with Summarized Feedback from Stakeholders:
Master Service Agreements establishes T&C that govern long term partnerships and activities. A Service Contract/Scope of Work describes the work required for a specific time that is governed by the MSA. It will list SLAs and KPIs. It may require a deliverable of an Operations Plan/Playbook/Process or Procedures. The document begins by describing a MSA then morphs into a combination of a Service Agreement and a prescriptive operations process. Placing all three in a single document is not recommended. As an example, requiring a report out when 4 individual arrive at a home for a fire who mean a contract revision to change the amount of people, to change when they report, to include businesses along with homes. An alternative is requiring each station to provide a operations plan for approval.

Commented [13]:

Roberson Comments: The North Carolina Department of Insurance no longer regulates fire departments. The General Assembly in 2024 made removed the Office of State Fire Marshal out of NCDOI and made it an independent department. The only tie back between OSFM and NCDOI is HR and some budget sections.

Commented [14]:

Fire Commission Review with Summarized Feedback from Stakeholders:
Use MUST for Absolute Obligation (is definitive)
Use SHALL for Obligation (is a duty)
Use WILL for Condition (is required)
Use MAY for Discretion (is possible)
Use AGREE for Consideration (work out details later)

Commented [15]:

Fire Commission Review with Summarized Feedback from Stakeholders: without compromising response availability within primary fire district.

Commented [16]:

Roberson Comments:
NC Association of Rescue and EMS is not a regulatory agency. They are a voluntary membership driven organization. The requirements within the NCAREMS were developed by their board of directors and have no state regulatory authority. I believe the Stokes County EMS System plan as well as the Stokes County EMS ...

Commented [17]:

Roberson Comments: Conflict of Interest – who defines the conflict of interest?

Commented [18]:

Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors:

The Department shall meet and operate at the minimum level set fourth by the standards of the NC Rescue and EMS Association Medical Responder, the Department shall adhere to the requirements of the N ...

forth by the standards of ~~the NC Rescue and EMS Association Medical Responder, the Department SHALL adhere to the requirements of the NC Rescue and EMS Association, and the EMS system guidelines~~ established for the operation of a Medical Responder program in Stokes County and SHALL adhere to the Stokes County EMS System Continuing Education Program ~~defined in Appendix D. Any department providing a higher level of rescue service than medical responder SHALL meet the requirement set forth by the NC Rescue and EMS Association, and be inspected and approved by the NC Rescue and EMS Association. The Department SHALL submit the application to the Fire Marshal, County Manager, and EMS Director before being approved to operate in Stokes County.~~

- 3.5.3. The Department SHALL give the Fire Marshal, ~~Emergency Services Director, and the County Manager~~ a minimum of 120 days' notice of any change in the level of medical services, ~~and any Department who chooses not to participate in the Medical Responder program SHALL see a reduction in funding.~~
- 3.5.4. ~~Any changes in the level of service that necessitate funding adjustments will be presented to the Fire Commission.~~
- 3.5.5. ~~The Department SHALL submit to the Fire Marshal's Office annually a copy of the departments NC Fire Association Certified Rosters by February 1st of each year that is in compliance with North Carolina State law and federal regulations to protect employee privacy.~~
- 3.5.6. ~~To dispatch upon the call of any person within the District the equipment necessary to answer the call and adequate personnel to operate such equipment is the sole judgment of the Chief or his/her designee; however, if, at the time of the call or dispatch, the Department is actively engaged in providing services to another incident, such that the type of equipment and personnel needed is not available, this Agreement does not require the Department to stop rendering services to the emergency it is still actively engaged in assisting in order to provide services to another location. To dispatch upon the call of any person within the District the equipment and personnel necessary to answer the call and to operate such equipment is the sole judgment of the Chief or his/her designee; however, if, at the time of the call or dispatch, the Department is actively engaged in providing services to another incident, such that the type of equipment and personnel needed is not available, this Agreement does not require the Department to stop rendering services to the emergency it is still actively engaged in assisting in order to provide services to another location.~~

Commented [19]:

Fire Commission Review with Summarized Feedback from Stakeholders: Operational requirements needs to be updated or removed.

From Dwayne Young: Wordy and not properly formatted. Too many thoughts in one standard.

Commented [20]:

From Dwayne Young: Is there a reason that one notification can't be made to the County (Fire Marshal) and then disseminated to the proper staff?

Commented [21]:

Roberson Comments:
Notice given to either Fire Marshal or EMS Director. The main point of this notice is about funding, but Fire Commission is reference or considered. How do we implement funding changes mid-year? How do we calculate?

3.5.7. To provide fire investigation services as provided in N. C. G. S. 58-79-1 and as detailed in Section 22 of this Agreement.

3.5.8. To provide technical rescue services as defined by the Authority Having Jurisdiction, if all the following conditions are met:

3.5.8.1. The Department holds a certification through the North Carolina Association of Rescue and Emergency Medical Services or has obtained training on a rescue service discipline; and, such services SHALL be performed inside the scope of practice of the certification(s) or training, to the County and within the District and other locations when called to provide those services by the County or another fire department(s) or rescue squad(s). A change in the level of technical rescue services SHALL require a 120-day notice to the Fire Marshal, Emergency Services Director, and County Manager;

3.5.8.2. The technical rescue services requested SHALL be inside the scope of practice of the certification(s) or training the Department has received; and,

3.5.8.3. If the County dispatches the Department to help with the technical rescue activity.

3.5.9. To provide lifesaving and property protection measures as necessary;

3.5.10. To provide assist in search and rescue services assistance as requested by EM;

3.5.11. To perform assist in and preform evacuation assistance as requested by EM;

3.5.12. To respond to motor vehicle accidents;

3.5.13. To clear or assist other agencies to clear public primary and secondary state maintained roads and rights of way of storm of debris to allow emergency service vehicles for a least one lane of travel to reach their destinations as needed.

3.5.14. To respond to emergency calls dispatched by the 911 Communications center.

Commented [22]:

Roberson Comments:

1. The NCAREMS doesn't issue certification. The NC Fire and Rescue Commission is the certifying body through the General Assembly.
2. It seems ridiculous to notify that many people. The Fire Marshal is the liaison between the fire department and the county. The fire department can notify the Fire Marshal, and they can notify any other pertinent agency.
3. Again, this has a budget impact and Fire Commission isn't considered.

Commented [23]:

From Dwayne Young: Same as earlier. One notification to Fire Marshall

Commented [24]:

From: Ryan Mitchell:

Should be requested by the Fire Chief.

Commented [25]:

Fire Commission Review with Summarized Feedback from Stakeholders: What if FD doesn't provide search and rescue. All lost/missing person incidents are the responsibility of Sheriff's office.

Commented [26]:

Fire Commission Review with Summarized Feedback from Stakeholders: Operational and needs to be moved out of the contract or change to descriptive.

What is the intent? Is EM in charge of the search or requesting/coordinating on behalf of the FD?

Commented [27]:

Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors:

To respond to motor vehicle accidents; Why single out one particular response type? Unnecessary wording. It's captured in previous statements and requirement.

Commented [28]:

Fire Commission Review with Summarized Feedback from Stakeholders: Technically this would mean a clear road to allow the passage of emergency vehicles. Th

Commented [29]:

Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors:

Commented [30]:

Fire Commission Review with Summarized Feedback from Stakeholders: Operational and needs to be moved out of the contract or change to descriptive.

Commented [31]:

Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors: To respond to emergency calls dispatched by the 911 Communications center. Redundant

3.5.15. The Department SHALL provide the County Fire Marshal's Office with a list providing the names of all the Board of Directors for the previous year including the Chair, Vice Chair, Secretary, Treasurer, Fire Chief within 30 days of the corporation meeting. It is advisable to avoid these roles in codependent relationships or any situations that could potentially create conflicts of interest. The Department AGREES that no Board Members are related to one another or the Chief in any of the categories listed below:

Father/Mother _____ Son/Daughter

Brother/Sister _____ Husband/Wife

Father-in-Law/Mother-in-Law Son-in-

Law/Daughter-in-Law Brother-in-

Law/Sister-in-Law _____

Uncle/Aunt

Nephew/Niece _____ Grandfather/Grandmother

Grandchild _____ Others Living in the same household

3.5.16. SHALL submit the most recent copy of the Department's Bylaws, Articles of Incorporation, and Charter. Any revisions to the Department's bylaws or Articles of Incorporation which it has adopted since the last budget submission.

The Department AGREES to refrain from using department assets, buildings, vehicles, etc. for political purposes, partisan or otherwise.

4. SERVICES FURNISHED BY THE COUNTY

In accordance with this Agreement, and at the County's sole expense outside the scope contractual funding of the Department pursuant to this Agreement, the County agrees to furnish the following services to the Department:

4.1.911 communications and dispatch;

Fire investigation services as provided in N. C. G. S. 58-79-1 and as detailed in Section 22 of this agreement;

4.2. Maintenance and repair of the County water system including Pressurized Fire Hydrant replacement and or repair when needed immediately. To ensure that the Department receives full credit for having access to a working set of

Commented [32]:

Keith Bost: Seems like they are controlling who can be Board Members, but our Conflict Policies cover it, and our bylaws address is also.

Commented [33]:

From Dwayne Young:
Too restrictive. There are enough checks and balances to ensure proper management of personnel and decisions for avoid conflicts.

Commented [34]:

Fire Commission Review with Summarized Feedback from Stakeholders: Change this language to roles and who should not be related with co-dependent roles. Or anything that could be a conflict of interest.

Examples:

Fire Chief, Treasure, Chair, Vice Chair should not be related in the following categories:

Commented [35]:

Fire Commission Review with Summarized Feedback from Stakeholders: If we are limiting relatives on the board then we should limit relatives that volunteer. We are having a challenging time finding people willing to volunteer as firefighters and board members.

Why is this an issue?

Commented [36]:

Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors:

This is rural Stokes County with departments built by the community in which we live. This list goes way to far. Too restrictive. There are enough checks and balances to ensure proper management of personnel and decisions for avoid conflicts.

Commented [37]:

Remove: Many are polling stations.

From Dwyane Young: No voting locations yet the schools can?

From Steven Roberson: The department's Board of Directors control this not the county. Many times the departments allow their meeting rooms to be used by ...

Commented [38]:

Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors: Wording? Doesn't make sense...

Commented [39]:

Fire Commission Review with Summarized Feedback from Stakeholders:

1. Compare to 4.12 and 4.2

2. Add "when requested by the Fire Chief or incident commander.

fire hydrants, the County agrees that it will repair any non-working fire hydrants within forty-five (45) days of being notified by the Department that a fire hydrant is not working, pending National Supply availability of equipment and parts;

4.3. Emergency scene assistance services in support of the Department's efforts;

4.4. Maintenance of the County radio system;

4.5. Assistance to the Department with fire prevention and community awareness programs within the Department's District;

4.6. A staffed EMS Transport Unit ambulance and/or medical services rehab unit with certified Advanced Life Support (ALS) personnel at all confirmed structure fires or other emergency scenes with extended time periods for the medical monitoring of the firefighters and other emergency workers on the scene; if requested by the IC;

4.7. A staffed EMS ambulance and medical services rehab unit as requested on the scene of any live fire training within the District, provided that the Department has given at least thirty (30) days' notice to the SCEMS Operations Manager of such live burn. and when staffing is available; The Community College or Live Burn Instructor mandating a EMS unit to be on scene during the training burn SHALL be responsible for the cost of the EMS Stand-by at the approved rate by the Board of County Commissioners.

4.8. A common incident reporting software, (ESQ) as agreed to by all Departments, and when applicable and necessary, software updates and annual software support, provided that personnel information and data entered into such software SHALL be the sole and exclusive property of the Department, except as may otherwise be required by law or by court order; any and all departments receiving funds from Stokes County SHALL enter reports into the incident reporting system approved for use and grant access to the County from the parent umbrella account for reporting to the County Officials. All incident reports must be entered into the reporting system by the 5th day of the following month that is in compliance with North Carolina State law and federal regulations to protect employee privacy.

4.9. Such additional services and support may be needed and mutually agreed between the County and the Department as circumstances may dictate from time to time.

4.10. Inspections of all public buildings as set forth in the North Carolina Building Code and the North Carolina General Statutes.

4.11. Investigations of fires, arsons, fire deaths, and fire injuries when requested by the Chief or Designee of the District in which the fire occurred.

Commented [40]:

From Dwayne Young: To what extent? Portables, reprogramming, etc.

Commented [41]:

From: Ryan Mitchell
County should provide radios.

Commented [42]:

Lawsonville Fire and Rescue Dwayne Young,
Chairman, Board of Directors:

To what extent? Infrastructure? Radio? Programming? Reprogramming? Tower Maintenance? State versus county for VIPER?

Commented [43]:

Fire Commission Review with Summarized Feedback from Stakeholders: This has a direct effect on department insurance rating. Scores show we don't score well in this area. The county should increase their score.

Commented [44]:

Fire Commission Review with Summarized Feedback from Stakeholders: this should be a transport unit. Firefighters have an increased risk for cardiovascular events due to the nature of our job. Expedient transport is critical to reduce damage. We are also taught from day one that we look out for ourselves first. This is not the norm in Stokes County when it comes to EMS standbys for structure fires. This needs to change.

Commented [45]:

Delete

Commented [46]:

Fire Commission Review with Summarized Feedback from Stakeholders: slap in the face to the fire departments. We don't have live fire training every weekend. This is insulting to charge another emergency service agency.

Commented [47]:

Lawsonville Fire and Rescue Dwayne Young,
Chairman, Board of Directors

Commented [48]:

Commented [49]:

Remove

Commented [50]:

Fire Commission Review with Summarized Feedback from Stakeholders: Disagree with giving access to

Commented [51]:

Too prescriptive - delete.

Commented [52]:

From Dwayne Young: To what extent?

Commented [53]:

Commented [54]:

- 4.12. Provide National Fire Protection Association resource materials on fire prevention, instructional or fire service standards that ~~SHALL~~ be made available through the Fire Marshal's office electronically or in print.

~~Evaluate and provide prior approval for all requests for fire alarm testing.~~

Commented [55]:

Fire Commission Review with Summarized Feedback from Stakeholders: Implications of shall (National Fire Protection Association resource materials) will require license agreement for all users.

Commented [56]:

Review 4.11

5. DEPARTMENT'S NON-PROFIT CORPORATION STATUS

- 5.1. The ~~Department~~ **AGREES** to maintain its nonprofit corporation status pursuant to Applicable Law, including without limitations the United States Internal Revenue Service (IRS) regulations and Chapter 55A of the North Carolina General Statutes at all times during the term of this Agreement.

Commented [57]:

From Dwayne Young: Create further subpoints to ensure clarity. Too much in one point.

- 5.1.1. ~~In the event that the Department loses its non-profit corporation status with the Internal Revenue Service, the Department SHALL promptly, but in any event no later than five (5) days from the time when the Department receives notice thereof, report the loss of the non-profit corporation status to the County. In the event that the Department loses its non-profit corporation status with the Internal Revenue Service, the Department SHALL promptly, but in any event no later than five (5) days from the time when the Department receives notice thereof, report the loss of the non-profit corporation status to the County.~~

Commented [58]:

Keith Bost: Need to state that the FD has 60-days to get the status back, if lost, as we seen this used against a Yadkin County FD within the last few months, but we got it back within 45 days.

- 5.1.2. The **Department WILL** establish safeguards to prevent the appearance of or actual conflicts of interest or personal gain including, but not limited to the adoption of an ethics policy.

- 5.1.3. The **Department WILL** comply with all State and Federal laws applicable to the Department as a non-profit corporation.

6. NORTH CAROLINA OFFICE OF STATE FIRE MARSHAL RATING AND INSPECTIONS ~~INSURANCE SERVICES OFFICE RATING~~

- 6.1. The ~~Department~~ **AGREES** to engage in efforts to maintain or improve its rating (as of the Effective Date of this Agreement) with the North Carolina ~~Department of Insurance and the Insurance Services Office, Inc., ("ISO")~~ Office of State Fire Marshal Rating and Inspections Division throughout the term of this Agreement.

Commented [59]:

From Dwayne Young: Too much in one standard. Create substandards and consider consolidation of thoughts and condensing.

The majority of this does not belong in the ISO section. These belong in a separate section or, need to be brought into a policy procedure document.

- 6.1.1. The ~~Department~~ **AGREES** that its goal will be to have an ~~ISO~~ Property Protection Class rating no ~~less poorer~~ than a 9S ~~(but its goal will be to strive to achieve a Class 7)~~ rating for the territory within five (5) road miles of the main station or substation(s), and no ~~poorer less~~ than a 9E for the territory more than (5) road miles but less than six (6) miles from the main station or substation(s).

Commented [60]:

Bad grammar "no poorer"

Commented [61]:

Keith Bost: I am glad to see they spelled it out, as I try to get all Counties to do this, but they want.

- 6.1.2. If any part of the fire district lies further than six (6) road miles from the main station or substation and is classified as a Class 10 rated area, the Department SHALL endeavor in good faith and with due diligence to eliminate such areas. The Department AGREES to endeavor in good faith to make changes to its internal systems to obtain the Class 7 rating or below for all of the structures within its District.

The Department SHALL give Stokes County Public Works forty eight (48) hours' notice and receive prior approval from Stokes County Public Works prior to flushing, testing or using fire hydrants located within the County, except for use during an actual emergency.

The Department SHALL meet the then current North Carolina Response Rating Schedule (NCRRS) requirements for fire hydrant testing and maintenance (at least once every five years) to receive full credit under the NCRRS. The Department SHALL coordinate with Stokes County Public Works Water Department on all hydrant testing and agree upon a schedule for testing and procedure. The Department SHALL not perform hydrant flushing activities between Memorial Day and Labor Day. The Department SHALL allow the County to review and copy the Department's hydrant flow, and maintenance records. A copy of all hydrant flow data SHALL be provided to the utility after completion. Records of fire hydrant tests and water point maintenance conducted by the Department SHALL be available for review by the Fire Marshal's Office.

The Department AGREES that it will refer all requests from citizens to get water from a hydrant to Stokes County Public Works. At no point should a department use municipal water for any purpose other than an emergency or when approved by Stokes County Public Works. To ensure that the Department receives full credit for having access to a working set of fire hydrants, the County agrees that it will repair any non-working fire hydrants within forty five (45) days of being notified by the Department that a fire hydrant is not working, pending National Supply availability of equipment and parts.

The Department SHALL notify the Stokes County Public Works Department a minimum of 48 hours in advance of any scheduled live burn training event if the Department intends to use a Stokes County fire hydrant, and the Department SHALL provide the address and date of the training event, in order to meet possible water demands for the training event.

In the event that the Department's ISO rating is lost solely due to the Department's inability to meet the required ISO standards, or if the Department is placed on probation by the North Carolina Department of Insurance, the Department AGREES immediately to undertake and to implement such reasonable actions as may be deemed advisable by the Department to improve its ISO rating to a level reasonably achievable under the circumstances as they exist at that time.

Commented [62]:

From Dwayne Young: Doesn't belong in this section. May not belong in the contract at all as this is procedural and subject to change creating a situation to redo and contract unnecessarily

Commented [63]:

Fire Commission Review with Summarized Feedback from Stakeholders: The water system has employees they can do this inspection/maintenance/testing. This is an additional burden on the fire departments for something they don't have ownership or control of.

Sauratown and Pinnacle FD are on the King Water System.

Commented [64]:

From: Ryan Mitchell
Why? Should be when available.

Commented [65]:

From Dwayne Young: Not for this section. Again, procedural

Commented [66]:

Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors
Too long. This should be considered essential and urgent. County should maintain inventory of essential parts and supplies to as to not interrupt service due to supply chain issues.

Commented [67]:

Fire Commission Review with Summarized Feedback from Stakeholders: county public utilities only and define the relationship with municipal public utilities.

Commented [68]:

From: Ryan Mitchell
Not 45 days. Should be immediate.

Commented [69]:

From: Ryan Mitchell
Do not agree. Why notify Public Works?

Commented [70]:

From Dwayne Young: Create subsections to achieve clarity

Commented [71]:

Keith Bost: This is fair

6.2. The Department SHALL, in the event that the Department's Property Protection Class rating is lost solely due to the Department's inability to meet the required Property Protection Class standards, or if the Department is placed on probation by the North Carolina Office of the State Fire Marshal, the Department AGREES to prepare and submit to the County Fire Marshal and County Manager a plan to obtain its previous ISO Property Protection Class rating again within a one (1) year period.

Commented [72]:
Keith Bost: This is fair

6.2.1. The plan SHALL be submitted within 30 days of the time when the Department is notified of having a rating increase.

6.2.2. The plan SHALL include specific steps to be taken to attain the previous ISO Property Protection Class rating, including, without limitation, a project timeline and the projected costs associated with taking the corrective action.

6.2.3. In the event the Department believes its rating increased due to the action of the County, the Department SHALL notify the County Manager Fire Marshal. For example: If points are deducted from the Department's ISO rating because the County's communication center or the County's water system is not functioning adequately, the County SHALL endeavor in good faith and with due diligence to work with the Department to quickly improve any of its systems which have caused the ISO rating to increase.

7. RESPONSE TIMES AND RESPONDING PERSONNEL

Commented [73]:
Roberson Comments: without compromising response availability within primary fire district

7.1. The Department and the County mutually agree that Department's response times, and the amount of trained personnel on emergency scenes are an essential component of providing an acceptable level of service to the community. The Department AGREES to monitor response times, on-scene staffing levels and to develop strategies to address any response time, and/or on-scene staffing issues if they arise.

~~Response times will be measured beginning with dispatch time as reported in the Computer Aided Dispatch ("CAD") Event Report and ending with the On Scene Time as reported in the CAD Event Report. For fire or rescue calls, On Scene Times will be measured when the first fire apparatus arrives on the scene.~~

Commented [74]:
Fire Commission Review with Summarized Feedback from Stakeholders: Anything time reported, or failure should be operationally managed by the first on scene and should not be contractual obligation.

Commented [75]:
Fire Commission Review with Summarized Feedback from Stakeholders: Inconsistent with Fire Service District Document.

Commented [76]:
Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors
Should not be restricted to apparatus for service districts.

Commented [77]:
From Dwayne Young: Needs to include arrival of personnel given the nature of volunteer and rural providers responding from home, work, or otherwise.

7.1.1. If the Department fails to respond to emergency calls dispatched in their primary district for five Percent 5 % or more of the incidents of rescue or fire during any one fiscal year when the Department is dispatched but does not respond, those failures to respond may constitute a breach of contract.

7.1.2. If the Department has 5- five Percent or more such failures, the Fire Commission SHALL assess the events and the circumstances then

Commented [78]:
Keith Bost: Needs to be 5%

existing, and the Department's ability to respond.

- 7.1.3. After its investigation, if the Fire Commission is of the opinion that the Department could have responded to the calls using the existing resources, the Fire Commission may recommend that the County deem this Agreement to have been breached, or may recommend that the County not deem the Agreement to have been breached.

8. The Fire Department SHALL meet the minimum response of one Engine and four personnel on scene required by NCOSFM and the Mutual Aid agreement for fire related calls.
9. For Medical Calls the Department SHALL meet the standard of an apparatus with minimum of one responder set by the Stokes County Fire Department/Medical First Responder Contract. (Exhibit D)

- 9.1. The County SHALL receive reports from the Stokes County Dispatch Software as well as the Fire Incident Reporting Software to show the following Key Performance Indicators:

- 9.1.1. Dispatch to the first unit responding and/or the first responding personnel.

Dispatch to a fully staffed unit on scene with trained personnel

- 9.1.2. Non-Responses (Fire and Medical)

ISO Rating

Any other data requested by the Manager or County Commissioners

- 9.2. Department performance against these measurements will influence future County resourcing and policy decisions.

Fire Command on the scene of a call SHALL report to Stokes Communications when four responders from the initial department are on scene. Stokes Communications will document this time in the CAD.

10. DEPARTMENT TRAINING

- 10.1. The Department AGREES to adopt provide initial guidelines, no later than ninety (90) days from the Effective Date of this Agreement, which address appropriate initial training and continuing education and maintain records of firefighters members of the Department. These guidelines will ensure that such initial training and continuing education strive in good faith to meet or exceed all requirements of the State of North Carolina, including, without limitation, a minimum standard of thirty-six (36) hours of fire training per Department member annually.

Commented [79]:

Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors
Makes no sense. Clarify! For medical response, official apparatus on scene time is not the most appropriate measurement in rural fire and EMS services. Certified personnel at the patient's side rendering care is most appropriate. CPR, airway management, bleeding control, etc. are essential tracking points and should be captured and should be counted in response times.

Commented [80]:

Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors
Very open ended and seems very subjective. Need to provide more objective criteria. At what point will this assessment occur in relation to the budget cycle? Is this going to be the same time line for all departments? Annually based on calendar year or fiscal year? Is this a unanimous determination or majority vote from the commission? Is there an appeal process? How long do they have to conduct the review and comment/recommend? Consequences of the breach? Do consequences vary based on 5%? 10%? Repeat years? Way too open ended.

Commented [81]:

From: Ryan Mitchell
Should state 1st arriving, omit apparatus.

Roberson Comments:

Commented [82]:

Commented [83]:

From: Ryan Mitchell

Commented [84]:

Commented [85]:

Commented [86]:

Commented [87]:

Commented [88]:

Commented [89]:

Commented [90]:

Commented [91]:

Commented [92]:
who defines trained personnel?

Commented [93]:
Needs to be defined.

Commented [94]:
Remove

Commented [95]:

Commented [96]:

Commented [97]:
Roberson Comment:

10.2. ~~The Department SHALL also maintain training records for each volunteer or employee on its roster.~~

10.3. Training records SHALL include, but not be limited to, the following: names of courses that have been completed, time spent in training for each course, the course dates, instructors, and the place where the course was held.

10.4. Appropriate information SHALL be entered into ~~the Record Management System Emergency Reporting Database~~ on all training held by the Department or attended by its volunteers and employees.

Commented [98]:

From Dwayne Young: Create subpoints or clarity

Commented [99]:

From Dwayne Young: Too general. Define appropriate

11. PROCESS FOR FIRE DEPARTMENT FUNDING

11.1. In order to assist the County with establishing the amount of the annual appropriation to the Department for providing the Services, the Department AGREES to conform to the County's budget calendar and to participate in the County's budget processes for adoption of the Fiscal Year budget. The Department AGREES to submit a budget approved by its Board of Directors to the Fire Marshal's Office as secretary to the Fire Commission based upon the Department's estimate of the costs of providing service for the upcoming fiscal year. The Department AGREES to provide its budget submittal request in a form specified by the County Fire Commission electronically. The Department SHALL provide in its budget request sufficient information for the County Fire Commission to determine the source(s) and estimated amounts of all revenue anticipated by the Department for the coming Fiscal Year fiscal year.

Commented [100]:

Roberson Comment:
"The Department agrees to provide its budget submittal request in a form specified by the County."

Change County to Fire Commission

"The Department shall provide in its budget request sufficient information for the county...."

Change county to Fire Commission

Commented [101]:

Fire Commission Review with Summarized Feedback from Stakeholders: Inconsistent with the Service District Funding or does this dissolve the Fire Commission?

Commented [102]:

From Dwayne Young: Separate each thought or point.

Commented [103]:

Significant change to current model.

11.2. The Department SHALL coordinate all construction of new facilities with the Fire Commissioners and the Stokes County BOCC. The Department SHALL retain all control and decision-making authority regarding the bid process and the design and building processes. The Department SHALL comply with all applicable laws related to the construction process of building a new station or sub-station, except that to save public funds, the Parties agree that the County may waive all fees related to building new stations or sub-stations and may grant variances to the Zoning Ordinance, but is not obligated to do either.

11.3. To plan for budget allocations for the next fiscal year, and for the future, the Department AGREES:

~~to submit annual budget estimates electronically to the Stokes County Fire Marshal's Office on standard forms used by the Stokes County Fire/Rescue Departments.~~

Commented [104]:

Fire Commission Review with Summarized Feedback from Stakeholders: Redundant

- 11.3.1. ~~to~~To items submit ~~and~~ to the Fire Marshal/Fire Commission a current and complete replacement schedule for Capital items and a listing of capital equipment items that are planned to be purchased within the next fiscal year;

~~SHALL submit a copy of the last IRS Form 990 which the Department filed; the CPA audit for the immediate past fiscal year;~~

- 11.3.2. ~~SHALL~~To allow the County Fire Marshal's Office, or designee, upon reasonable notice, to visit any of the Department's stations and perform an inventory of all Capital items; and complete a NCOSFM 9S inspection packet Bi-Annually conducted by the Stokes County Fire Marshal's Office

~~SHALL submit any revisions to the Department's bylaws or Articles of Incorporation which it has adopted since the last budget submission;~~

- 11.3.3. ~~SHALL submit to the Fire Marshal's Office annually a copy of the departments NC Fire Association, and NC Rescue Association Certified Rosters by February 1st of each year;~~

~~SHALL submit a roster of paid staff personnel along with copies of certifications by February 1st of each year to the Fire Marshal's Office. All paid staff personnel SHALL hold minimum certifications/licenses as North Carolina Firefighter, North Carolina EMR.~~

- 11.3.4. Paid Staff Funding is allotted to pay individuals to respond to calls. This SHALL not be used to pay Administration Staff, Secretary, Treasurer, or reimbursement for anything other than ~~Firefighter~~emergency services.

~~After notice to the Department's Board Chairperson, the County Manager may suspend payments for the current financial year by the County to the Department until such time as the Department SHALL meet the requirements of this Agreement.~~

12. COLLECTION OF FIRE TAXES - ANNUAL COUNTY ALLOCATION

- 12.1. It is understood and agreed by the parties that the amount of the Service District Taxes imposed by and through the Board of Commissioners is an estimate of the taxes required to generate anticipated revenues. The total amount of revenue generated is contingent upon the collection rate in a given Fiscal Year.

Commented [105]:
From Dwayne Young: As needed.

Commented [106]:
Fire Commission Review with Summarized Feedback from Stakeholders: If county is managing audit is this necessary?

Commented [107]:
Fire Commission Review with Summarized Feedback from Stakeholders: Not related to Budget, move to other sections.

Commented [108]:
From: Ryan Mitchell
Will County come out and do 9S.

Commented [109]:
Redundent and can be deleted.

Commented [110]:
From: Ryan Mitchell
Do we work for the Fire Marshall?

Commented [111]:
Fire Commission Review with Summarized Feedback from Stakeholders: Not related to budget and has personally identification information. This is privacy.

Commented [112]:
Keith Bost: While you should fully support the County's need to verify eligibility and compliance for service delivery, you should not agree to the submission of full NC Fire and Rescue Association Certified Rosters as currently structured in the provision.

These rosters contain highly sensitive personally identifiable information (PII) including Social Security numbers, dates of birth, home addresses, and other protected data. Disclosure of such data, even to a government entity, creates substantial privacy, cybersecurity, and legal liability risks for both the department and the County.

Unlike municipal agencies, nonprofit emergency service providers are not subject to public personnel ...

Commented [113]: ...

Commented [114]:
From: Ryan Mitchell
Not state regulated.

Commented [115]:
From: Ryan Mitchell ...

Commented [116]:
From Dwayne Young: This needs to be detailed out. This is too open ended and allows for varying time lin ...

Commented [117]:
Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors: ...

Commented [118]: ...

Commented [119]: ...

12.2. Pursuant to the budgetary authority set forth in N.C.G.S § 159-13, the amount appropriated to the Department for Fiscal Year 20XX/20XX, and for any fiscal year thereafter that this Agreement remains in effect, is ultimately determined and adopted since the last budget submission by the Board of Commissioners as deemed in its discretion. But shall not be less than or more than (set the bottom rate and top rate)

12.3. When determining the Annual County Allocation, the County Fire Commission SHALL consider whether or not the Department provides Medical Responder services, and those Departments which do provide Medical Responder services may be funded at a higher comparative level than Departments which do not provide the service.

13. PAYMENT OF FUNDS TO THE FIRE DEPARTMENT

13.1. After the Department and the County have properly executed this Agreement, the County agrees to pay the Department the Annual County Allocation appropriated by the Board of Commissioners for the fiscal year. The County will remit payments to the fire departments as service district taxes are collected. The County will withhold the monies appropriated for salaries and will distribute them monthly.

13.2. The Fire Department WILL receive twelve equal payments of funds for staffing, and at the end of each month.

13.2.1. The remainder of the unused staffing funds will be held in reserve in fire district fund balance.

13.2.2. The Department SHALL submit a detailed report of hours worked and salaries paid. This report SHALL show time of day covered, employee salaries for that month that is in compliance with North Carolina State law and federal regulations to protect employee privacy. the county will then reimburse the department based on funds utilized in the previous month.

13.3. The Department WILL receive twelve equal payments of funds for operations each month.

The remainder of the unused staffing funds will be held to use for debt services or staffing.

The Department SHALL submit a detailed report of hours worked and salaries paid. This report SHALL show time of day covered, employee salaries for that month.

13.4. Any fire or rescue agency that fails to comply or make satisfactory improvements to comply with the Fire and Rescue Protection Agreement, SHALL have all future allocated payments suspended or revoked by the County until sustainable improvement has been demonstrated and approved

Commented [120]:

From Dwayne Young: Is it not better to just state funding will be based on the level of services provided and detail those specifics that are already spelled out? Fire Protection, EMS, Technical Rescue, Medical Transportation (which isn't even addressed in the contract), etc.

Commented [121]:

Is this about Paid Staffing? Or about ALL funds for the Fire Department?

Commented [122]:

Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors
Contradictory - one statement indicates annual allocation and then retracts that for salaries. The department Board of Directors is responsible for the proper allocation of annual funds as well as the authority. Each department has the appropriate staff and oversight to properly manage the requested funds without the use of county administration. Checks and balances are in place and have been for years. If a particular department is not compliant or misusing their funds, then address them individually. Allow the departments to manage their budgets and staff as is deemed appropriate. This is overreach given the nature of community elected board members given the authority to establish and then appropriate their funds ...

Commented [123]:

This should be 12 equal payments.

Commented [124]:

Remove because it creates additional administrative burden on the teams

Commented [125]:

From Dwayne Young: This makes not sense. If that is what you are going to us it for them allow the department to determine that through their boards and finance staff.

Commented [126]:

From Dwayne Young: This makes not sense. If that is what you are going to us it for them allow the department to determine that through their boards and finance staff.

Commented [127]:

Keith Bost: Turning this over to the County will make it public information. ...

Commented [128]:

From Dwayne Young: Again, inappropriate punitive actions that can be handle by other means that to impede the ability of the department to respond due to lack of funding that has already been allocated. I'm ...

Commented [129]:

Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors
Last resort only and only with more than the county manager's opinion. ...

by the Stokes County Fire Commission, subject to the provisions set forth in Section ~~26XX~~ below

BOOKS AND RECORDS OF THE DEPARTMENT

As an independent non-profit corporation, the Department AGREES to generate and maintain all required records and data and SHALL maintain such records and data in accordance with Generally Accepted Accounting Principles (GAAP). The Department AGREES that the County will have reasonable access to all books, financial records and audit reports. The Department AGREES to provide the County adequate documentation of all of its receipts and disbursements, including without limitation, those related to the expenditure of any funds appropriated and disbursed to the Department under this Agreement.

The Department AGREES to allow the County, or its authorized agent, at the expense of the service district funds, to perform a full audit, inspect and examine all records described above on a date and at a time mutually agreed between the County and the Department within thirty (30) days of the County's written request for such an inspection. The County, in turn, agrees that any and all records, data, receipts and other documents examined by the County pursuant to this Section are and will remain in the sole possession and ownership of the Department. The Departments SHALL provide a copy of the IRS Form 990s, the Department's audit, and the auditor's accompanying memorandum. The Department SHALL provide a copy of other records, data, receipts and other documents to the independent Certified Public Accountant.

14. STOKES COUNTY FIRE AND RESCUE ASSOCIATION OR ANY OTHER LIKE KIND ENTITY ADOPTED BY THE CHIEFS

14.1. The Department MAY and is encouraged to participate, through membership, in the Stokes County Fire and Rescue Association or any other like kind association adopted by the Chiefs, in an effort to meet the following objectives:

- 14.1.1. To coordinate the efforts of the Fire Departments of Stokes County.
- 14.1.2. To promote the exchange of information among all fire departments;
- 14.1.3. To assist in the training of all firefighters within Stokes County;
- 14.1.4. To keep all fire departments informed of the quality and quantity of equipment being used among the fire departments in Stokes County; and
- 14.1.5. To keep all fire departments informed about new or existing equipment, and ways that fire departments are being operated across the United States, North Carolina, and locally.
- 14.1.6. To maintain a liaison with Stokes County, to assist in promoting excellence in fire protection; and
- 14.1.7. To keep all fire departments within Stokes County abreast of the

Commented [130]:

Fire Commission Review with Summarized Feedback from Stakeholders: If the country wants a full audit the county should pay for it through GF

From Dwayne Young: Separate out the points for clarity. Also consider more efficient wording to say the same thing without the wordiness.

Commented [131]:

Fire Commission Review with Summarized Feedback from Stakeholders: The county requires this, it should coordinate all efforts and funding of the audits.

Commented [132]:

From: Ryan Mitchell
Will receipts need to be submitted for all spending?

Commented [133]:

Keith Bost: I think with this Agreement, it would be hard to meet the requirements of case laws to show "Independent."

If I was an employee, and one of the FDs did something wrong, I would show all the control in this Agreement, and say that you and the County are joint-employers.

Commented [134]:

Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors
If the Department already performs independent audits, why spend additional county funds to repeat that at the County level? Simply ask to review the audit report from each year and then provide questions as necessary to clarify any concerns.

Commented [135]:

Fire Commission Review with Summarized Feedback from Stakeholders: At the expense of County General Funds

benefits (local, state and federal) available to firefighters and their families.

15. INSURANCE REQUIREMENTS

- 15.1. The ~~Department SHALL~~ maintain insurance coverage as specified in Exhibit B. The ~~Department MAY WILL~~ purchase ~~such other~~ coverage as it may deem appropriate for the protection of the Department, its employees, members or personnel. ~~Copies of all certificates of insurance SHALL be provided to the County.~~

INDEPENDENT CONTRACTOR

~~The Department is an independent contractor providing a necessary public service to citizens of Stokes County. No board member, officer, employee, or agent of the Department is or SHALL be considered an employee of the County. The relationship between the parties SHALL be limited to the performance of this Agreement in accordance with its terms.~~

~~The County and the Department agree that the ~~Department 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 Department's acts or omissions. Being a party to this contract and performing it SHALL not create any liability for the County to provide any benefits, including, without limitations, participation in pension plans, to the Department, its officers, agents, or employees.~~

~~The Department understands and agrees that by entering into this agreement and providing fire and rescue protection services, it is acting as an independent contractor, neither the Department nor its employees, members or personnel SHALL be deemed or construed to be employees of the County. The ~~Department SHALL~~ at all times carry liability insurance on its employees, members or personnel, and equipment relieving the County from any responsibility for damages or claims arising from the activities of its employees, members and personnel, or from the Operation of its equipment. The County SHALL be named as an additional insured on all liability policies and the Department ~~SHALL~~ furnish a Certificate of Insurance to the County annually.~~

~~The ~~Department AGREES~~ that it will indemnify and save the County harmless from any and all claims, suits, losses, damages, costs or other expenses. It is understood and agreed that the Department is an independent corporation, that the County is not responsible for the Department governance and management, and that the County is not liable for the decisions and actions of the Department. It is expressly understood and agreed that the County, by entering into this agreement, assumes no responsibility for the Departments debts. It is understood that there will be no reduction of annual funding for debt service to the Department until an item that is already part of the Departments debt prior to the effective date of this contract has been paid by the Department in full. It is further understood and agreed that tax revenues SHALL not be available to fund any of the Department's debt, incurred after July 1, 2007, that is financed unless such debt has been reviewed by the Stokes County~~

Commented [136]:

Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors
See next section - meetings are not public yet agreement states board must have opening public meetings and post its meeting schedule. How can the County require that?

Commented [137]:

From: Ryan Mitchell
If they are being paid by the county, the county needs to assume responsibility.

Commented [138]:

Keith Bost: Good Luck!

If one of your employees needs a good lawyer, I can help you, as I bet this Agreement enforces way to much control.

We had an employee in Iredell County sue on a 1st Amendment issue, and argued that they were a government entity and arm of the County, and VFIS settled, because the lawyer was worried.

Commented [139]:

From Dwayne Young: Condense. Very wordy and repetitive.

Commented [140]:

Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors
Why? If the department is independent, then the County by default is not responsible. If it's stated the department staff are not employees of the county, then why is the County named in the policy?

Fire Commissioners and approved by the Stokes County Board of Commissioners.

INDEMNIFICATION, AND ADDITIONAL INSURED COVERAGE

The Department AGREES to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of any kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action arising solely and singularly from any act or omission by the Department, its officers, agents, and employees, up to the limits of insurance as detailed herein. The indemnification provided for herein SHALL not be construed as a waiver of any applicable defense of governmental, sovereign, qualified, public official, statutory, or common law immunity, and SHALL not prevent the County 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. The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy SHALL name the County of Stokes as an additional insured.

The Department SHALL furnish the County of Stokes with certificates of insurance showing the type of policy, limits of liability, the name of insurance companies, policy numbers, effective dates and expiration dates of policies each year when submitting the department budget to the Fire Marshal Office.

FIRE, RESCUE AND MEDICAL REPORTS

The Department AGREES to complete an incident report immediately following all fires, or as soon thereafter as reasonably practicable. The incident report should be entered timely into the National Incident Reporting Software (NFIRS), according to NFIRS guidelines.

The Department SHALL maintain fire incident reports and make the reports available to property owners, upon request.

The Fire Department also agrees to make medical reports available to the County's EMS provider. The disclosure of medical reports or other data pertaining to personally identifiable health information SHALL be made to the EMS provider in accordance with all Applicable Law.

After notice to the Department's Board Chairperson, the County Manager may suspend payments by the County to the Department until such time as the Department SHALL meet the minimum requirements of this Agreement.

16. FINANCIAL AUDIT AND FINANCIAL INFORMATION

16.1. The County will contract with a CPA firm of the County's choosing to perform the Agreed Upon Procedure, and to provide an accompanying management letter. The Agreed Upon Procedure and accompanying management letter SHALL be prepared in accordance with the definition of the Agreed- Upon Procedure in this Agreement and the Exhibits that are a part of it. The Service District Funds SHALL be used to pay all fees and expenses charged by the CPA firm that is hired.

Commented [141]:
Keith Bost: One-sided

Commented [142]:
Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors:
Based on what objective criteria? This seems vindictive and punitive without causes explained or listed. Too open ended and should not be allowed without Board of Commissioner approval and after extensive review and corrective actions. This should be the most extreme response and as a last resort only to not impede service provisions.

Commented [143]:
Changes NFIRS to NRIS

Commented [144]:
From: Ryan Mitchell
5 days or reasonably practical?

Commented [145]:
Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors
Again, suspend funding based on medical and fire reporting requirements? This is just not appropriate language for this section and should be parsed out to a separate section that is defined in objective details as to when and why funding could or should be withheld or suspended.

Commented [146]:
Roberson Comment
Since the country chooses audit firms, the country can pay for audit.
What is delivery method of documents?
When will the audit be conducted?
This section is very "wordy." I think the same intent can be met with less words.

Commented [147]:
From Dwayne Young: Why?

16.2. The Department understands that Agreed-Upon Procedure and the management letter are agreed to in consideration of not only the funding provided under this Agreement, but also the other consideration provided to the Department by the County, including, without limitation, those services set forth herein.

16.3. The Department AGREES to provide the CPA firm with access to all records needed to perform the Agreed-Upon Procedure and the accompanying management letter. All required information will be delivered to the CPA firm's office. The Agreed-Upon Procedure will be completed by March 1st of the then-current Fiscal Year, and the County agrees to provide the Department a copy of findings of the CPA firm and the accompanying management letter within thirty (30) days of completion.

16.4. The County and the Department mutually recognize, acknowledge and agree that all documents and data owned by the Department and entrusted to the auditors SHALL remain private and confidential between the auditors and the Department. Under no circumstance SHALL any documents or data owned by the Department as an independent non-profit corporation and used in any way by the auditors to conduct the Agreed Upon Procedure and memorandum, be made a matter of public record, except the Department's last five (5) years' IRS Form 990s, its audit, and the auditor's accompanying memorandum, and otherwise as by law provided or by order of the Courts.

16.5. In the event that the auditor identifies any deficiencies during the course of the Agreed Upon Procedure, the Department SHALL provide to the County an explanation for any such deficiencies. If the County deems the deficiency to be a breach of this Agreement, the procedure in Section 26 SHALL be followed.

PUBLIC MEETINGS, RECORDS, AND INPUT

The Parties agree that the Department is a non-profit corporation formed pursuant to Chapter 55A of the General Statutes of North Carolina, and that it has been granted Section 501(c) status by the Internal Revenue Service. It is an independent contractor. It is not an agency of the County. Its employees are not county employees. It is not one of the non-profit corporations required by G. S. 55A-3-07 to comply with Article 33C of Chapter 143. It is not an agency over which the County has supervisory responsibilities and control, except as provided in this agreement. It is not a public body within the meaning of Article 33 C, of Chapter 143 of the General Statutes; and its meetings are not public meetings, and its records are not public records as that term is defined in North Carolina General Statutes Chapter 132-1, except to the extent that they may come into the possession of the County pursuant to the terms of this Agreement.

The Department AGREES that it will:

Post a schedule of the all the regular meetings of the Board of Directors on its website or Facebook page, if it has either of those, and post notice of the Board meetings on a sign on the

Commented [148]:

From Dwayne Young: Again, there are more effective ways than jumping to funding. That's a last resort, not a first line of defense. Too threatening.

Commented [149]:

Roberson Comments:
Not sure if this is legal with a private organization. I think this has been tried before and isn't legal upheld. Again, this hasn't been a problem so why are we making it a problem?

From Dwayne Young: Several redundancies. If so, why require section 19.2.1 and 19.2.2

Fire Department premises at least 5 days before each regularly scheduled board meeting if there is a sign on the premises to post the notice of meeting.

Hold regularly scheduled open board meetings and allow the public to attend

Take minutes of all such regular, non-closed meetings that would enable a person not in attendance to have a reasonable understanding of the general topic(s) addressed therein, and if requested

The Department AGREES herein that it SHALL endeavor in good faith to conduct its meetings in an open and public fashion and on a regular basis but SHALL reserve for itself all of the rights conferred upon it as a non-profit corporation to conduct such other non-public meetings as are required in the best interests of the corporation. Upon request of the County the Department SHALL provide to the County regular non-closed meeting minutes after such meeting minutes have been adopted formally by the Department's Board of Directors.

Additionally, the Department AGREES that its bylaws have reasonable provisions enabling citizens of the district to participate in the affairs of the Department, as determined necessary by the Board of Directors.

NEW FIRE STATIONS AND SUB-STATIONS

The Department SHALL coordinate all construction of new facilities with the Fire Commissioners and the Stokes County BOCC. The Department SHALL retain all control and decision making authority regarding the bid process and the design and building processes. The Department SHALL comply with all applicable laws related to the construction process of building a new station or sub-station, except that to save public funds, the Parties agree that the County may waive all fees related to building new stations or sub-stations and may grant variances to the Zoning Ordinance, but is not obligated to do either. The Department SHALL upon completion of the structure list the County as a lien holder on the property.

17. DISASTER PLANNING

17.1. The County and the Department SHALL cooperate in establishing disaster plans and in conducting exercises pursuant to disaster plans administered by the Stokes County Department of Emergency Management.

18. FIRE INVESTIGATIONS

18.1. The Department AGREES to ensure that its officer in charge at all fire scenes attempts to determine the origin and cause of every fire (as outlined in NCGS 58-79-1). When the officer in charge cannot determine the origin and cause of a fire, or if the cause is suspected to be incendiary in nature, the officer in charge SHALL request a representative from the Fire Marshal's Office to conduct an investigation and provide scene security.

18.2. The Department SHALL also MAY request for a response from the Fire Marshal's Office for all situations that include injuries or deaths involving fires, explosions, or burns.

18.3. Fire department operations SHALL not cease for the purpose of protecting

Commented [150]:

Remove - does not add value and delivers no results. The articles will be a source at the department level.

Commented [151]:

Remove.

From: Ryan Mitchell
County needs to be responsible if they are the lien holder.

Commented [152]:

Roberson Comment:
That would require County EM to actually involve and respect the volunteer departments. Our volunteer departments are not respected by the county emergency service departments.

Commented [153]:

Remove

the integrity of the scene and subsequent investigation prior to the arrival of the County Fire Marshal's Office. All suspicious or incendiary woods, grass, or brush fires SHALL be reported immediately to the North Carolina Forest Ranger and the fire scene SHALL be secured until the Forest Ranger arrives.

- 18.4. The Department AGREES to provide whatever reasonable assistance that is needed by the Fire Marshal's Office staff and/or North Carolina Forest Ranger at the fire scene.

The Fire Marshal's Office agrees, at the conclusion of the fire origin and cause determination, to complete the investigation module of the incident report in the County's records management system and to provide the Department with a copy of the County's basic NIFRS incident report in a timely manner for the Department's records when requested.

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

The National Incident Management System (NIMS) is a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly and manage incidents involving all threats and hazards regardless of cause, size, location, or complexity in order to reduce loss of life, property and harm to the environment. NIMS guidelines and policies currently in effect are published by the Department of Homeland Security and were originally established by Presidential Directive. The Department SHALL use NIMS on all incidents.

19. FIRE DISTRICT

- 19.1. The primary District of the Department includes the property lying within the boundaries of the district as described in Exhibit "C."

MUTUAL AID AGREEMENT

N.C.G.S. § 58-83-1, authorizes mutual aid assistance between fire departments. Fire departments are allowed to exercise full authority to send firefighters and apparatus beyond the territorial limits of the primary District which they normally serve.

The Department AGREES that it will enter Mutual Aid Agreements with other Departments which are independent corporations only for the purposes of assisting with emergency situations and complying with the terms of this Agreement. The Emergency Management Department, the Fire Marshal's Office, or another agency may notify the Department that its automatic or mutual aid is needed. When the Department is notified that an emergency does in fact exist and Department's aid is needed, the Chief or another person delegated that authority by the Chief, SHALL have the authority to order available apparatus, equipment, and personnel as may be required and available to respond to assist with the emergency. The Chief or other person delegated authority by the Chief SHALL first determine that the automatic aid or mutual aid request may be honored without impairing the Department's capacity to provide protection within its own jurisdiction. When that determination is made, the Chief or other person delegated authority by the Chief, may take appropriate action with regard to furnishing the requested aid.

~~The Department aiding SHALL be responsible for the conduct and actions of its personnel and the costs arising out of the use of its personnel and the use of apparatus, equipment or tools.~~

~~The Department waives any claim it may have against the County which claim may be based on the fact that the Department entered into a Mutual Aid Agreement, or that the County requested or required that mutual aid be provided to another Department.~~

20. BREACH OF CONTRACT – SUSPENSION OF FUNDING PROCEDURE

20.1. In the event the Department fails to comply with the requirements of this Agreement, the payment of County funds may be suspended. The parties understand and agree that fire protection and other emergency services are critical to the health, safety, and welfare of the citizens of Stokes County, and that it is impossible for the Department to provide those services without adequate funding. If the County determines that the Department has failed to comply with the requirements of this Agreement, including the requirements that the Department maintain its non-profit status with the Internal Revenue Service and the requirement that the Department maintain its corporate status by making regular filings and payments to the Secretary of State's office, before the County suspends the ~~quarterly~~ monthly payments, the parties will proceed as follows to prevent the disruption of services.

20.1.1. ~~The~~ County SHALL notify the Chief, Fire Commission and Chairperson of the Department's Board of Directors in writing of the deficiencies, specifying all items to be changed, improved, or stopped. Service of notice on the Chief and the Department's Board Chairperson SHALL be notice to the Department.

20.1.2. After it receives notice, the Department SHALL have thirty (30) days to ~~provide an action plan to address~~ any such deficiencies to the Fire Marshal's Office and the Fire Commission. Failure to submit an approved action plan may result in Breach of Contract. ~~At the expiration of the 30-day cure period, the County SHALL make a second inspection to determine if the deficiencies have been cured, or if appropriate steps have been completed which are likely to cure the deficiencies.~~

20.2. If, after the inspection, the ~~County's Fire Marshal's Office~~ Fire Marshal's Office and the Fire Commission determines that the deficiency or deficiencies have not been ~~cured~~ rectified, and that sufficient efforts to ~~cure~~ rectify the deficiency or deficiencies have not been undertaken, the Fire Marshal's Office SHALL notify the County Manager and Chairman of the Department's Board of Directors, of the County Fire Commission's recommendation and Chairman of the Department's Board of Directors in writing. Service of notice on the Department's Board Chairperson SHALL be notice to the Department.

20.3. After notice to the Department's Board Chairperson, the County Manager

Commented [154]:

Fire Commission Review with Summarized Feedback from Stakeholders: In OSFM - remove

Commented [155]:

Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors:
Based on what objective criteria? This seems vindictive and punitive without causes explained or listed. Too open ended and should not be allowed without Board of Commissioner approval and after extensive review and corrective actions. This should be the most extreme response and as a last resort only to not impede service provisions.

Commented [156]:

Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors
Suggestion to remove any and all previous references to suspension of funding and to include them in this section with stated objective criteria on when and why funding is to be suspended or withheld as a last resort and after all other means have failed to resolve any stated issues with the contract or performance of duties. This should not be a disciplinary measure but purely a fiscal function.

Commented [157]:

Keith Bost: Not bad, but conflicts with Section 9 above.

Commented [158]:

From Dwyane Young: This does not require these departments concerning automatic aide. This is primarily handled by communications. Outside agency or other county/state resources should follow the proper channel to handle any legal aspects of response across county boundaries.

Commented [159]:

Lawsonville Fire and Rescue Dwayne Young, Chairman, Board of Directors
My opinion - this should not be a unilateral decision. Funding is controlled by the Board of Commissioners. Any changes or amendments to the budget (and withholding funding is altering the budget) must be approved by the BOC. This is too much power in one person and should be made in a collective manner after proper presentation of objective reasons consistently measured across all districts.

may suspend payments by the County to the Department until such time as the Department SHALL meet the minimum requirements of this Agreement.

21. TERM AND TERMINATION

21.1.Term: This Agreement SHALL commence on the Effective Date and SHALL remain in full force and effect for an initial period ending on XXXXX, at midnight ("Initial Term") unless earlier terminated as provided herein. Upon the expiration of the Initial Term and each subsequent renewal term, this Agreement SHALL be voted on by the County Commissioners for an additional term of one year thereafter, based on the County's fiscal year period from **July 1st** through **June 30th** of each year; unless modified by mutual Agreement or terminated by either party as provided herein.

21.2.Termination: This Agreement may be terminated as follows:

21.3.For Cause: By either party, hereto in the event the other party breaches any of its material obligations if the procedure set forth in Section 26 has been completed, and the breach continues to exist. Certain specific situations are of such consequence that the Agreement may be terminated For Cause without following the procedure set forth in Section ~~26XX~~.

The following specific actions by the Fire Department SHALL allow the County to terminate the Agreement for Cause upon five (5) days' notice:

Bankruptcy or Receivership: If the Fire Department:

~~Is placed in a Receivership pursuant to Article 38 of Chapter 1 of the General Statutes or is placed in any type of bankruptcy pursuant to 11~~

~~U.S. Code 101, et. seq.; and~~

~~If the proceeding is not discharged or vacated within sixty (60) days of being filed; and~~

~~If termination of the Agreement is approved by the Court administering the bankruptcy or receivership.~~

~~Insolvency: If the Fire Department is adjudicated insolvent, under state and/or federal regulation, or by a Court having jurisdiction to make that determination.~~

~~Cessation of Operation: If the Department ceases to do business or otherwise terminates its business operations.~~

~~Non-Approved Merger: If the Department is a party to a merger other than an Approved Merger as defined in this Agreement.~~

~~Transfer of Assets: If the Department makes a transfer of assets that does not comply with Section 28.~~

~~Accounting Deficiencies: If the Department is unable or unwilling to make a satisfactory plan for correcting any deficiencies found to exist by an auditor.~~

~~Loss of Non-profit Status: If the Department loses its non-profit status with the Internal~~

Commented [160]:

From Dwayne Young: Poor organization of this section and you are getting into procedural items outside the scope of the contract. The contract should be succinct and objective. How the process will be monitored and managed is outside the contract.

Very disturbing that the first thing mentioned in a breach of the contract is suspension of funding. Again, there needs to be a define policy and procedure outside the scope of this contract to handle compliance issues. Simply stating funding will be withheld is not appropriate without very detailed discussions of what was implemented before hand. Again, funding suspension is a last resort outside of willful and criminal misuse of funds.

~~Revenue Service of the State of North Carolina.~~

~~Municipal Takeover: The County or Department MAY terminate this Agreement on one-hundred and eighty days (180) days' prior written notice in the event a municipality or municipalities within Stokes County begin(s) to provide the Services provided by the Department or otherwise contracts independently with the Department for the Services within the municipal limits such that the County loses jurisdiction for providing the Services within all or substantially all of the Department's District.~~

~~Without Cause upon Notice: Either party hereto, upon notice of one-hundred and eighty days (180), may terminate this contract.~~

21.4. The County may terminate the contract during any one-year term.

21.4.1. Non-Renewal Notice: The parties hereto may terminate this Agreement at the end of the term upon written notice to the other party no later than one-hundred and eighty days (180) days prior to the expiration of the Agreement.

21.4.2. Notices: Notices required in this Section SHALL be reasonably specific concerning the cause for termination and SHALL specify the effective date and time of termination.

21.4.3. Effect of Termination: Termination of this Agreement for any reason SHALL not release any party hereto from obligations incurred under this Agreement prior to the date of termination. All services required to be performed under the terms of this Agreement SHALL be provided through the effective date of termination, and all payments which come due from the County to the Department through the effective date of termination SHALL be paid. Termination of this Agreement for any reason SHALL not form the basis of any claim for loss of anticipated profits by either party.

21.5. In the event this Agreement is terminated, or it expires, and is not renewed, and if, as a result, the Department ceases to conduct business, the provisions of Section ~~28XX~~ SHALL control any disposition of the Department's net assets.

22. ACQUISITION AND DISPOSITION OF DEPARTMENT PROPERTY

22.1. County's Interests: The County has an interest in being assured that the Department's assets will be acquired and disposed of in a legal manner and for written consent of the use of the taxpayers of Stokes County because it assists with the funding for ongoing operations of the Department. The County also has an interest in being assured that the net assets purchased with County funds be used to provide a service

22.2. to its residents. ~~The County of Stokes SHALL be listed as a lien holder on all current and future apparatus and real properties purchased with service tax~~

Commented [161]:

Keith Bost: Just seen this show up in a Gaston County Agreement, and never seen it before.

Commented [162]:

Keith Bost: None of the above matter, as this allows them to terminate the Agreement and basically, stops you from arguing the breach in court.

Commented [163]:

Roberson Comment:

Why would we want to go through this annually? Once a contract is agreed upon, I think a 3, 5 or auto renewing contract would be appropriate.

Lot so reason to terminate contract. Is the county ready to assume fire protection for the county if they terminate a contract?

dollars.

22.3. Applicable Law Limitations on the Department's Legal Ability to Disposition of its Assets: The Department is required by this Agreement to follow all Applicable Law in conducting its business. The Department cannot agree to a term of this Agreement which contravenes Applicable Law. Examples (but not an exhaustive listing) of Applicable Laws which may control whether the Department has any net assets to be disposed of are as follows:

22.3.1. Merger: In the event of an Approved merger, the Department WILL comply with the provisions of its Articles of Incorporation, its Bylaws, and the provisions of Article 11 of Chapter 55A of the General Statutes of North Carolina and with its Plan of Merger. Fire Departments regularly merge with other neighboring Fire Departments in order to limit administrative and other costs, to provide better leadership, to provide more uniform and improved types of services, to make more efficient use of resources and for other reasons. Ordinarily, when two non-profit Fire Departments merge, one of them assumes all the debts, obligations and contractual obligations of the other and receives all the assets and contractual rights of the other. Existing Agreements are not terminated, but they continue in effect and are honored by the surviving Department. It is not the intention of either party to prevent the Department from being a party to an Approved Merger as that term is defined in this Agreement. In the event of an Approved Merger, there will be no net assets to be disposed of. If there are remaining assets to be disposed, they will be disposed of as provided in this Section. If the Department is a party to an Approved Merger, it SHALL arrange that the surviving entity to whom assets may be transferred will complete payment of all its debts and obligations.

22.3.2. Transfer of Assets: The Department WILL only make a transfer of assets in compliance with the provisions of its Articles of Incorporation, its Bylaws, the provisions of Article 12 of Chapter 55A of the General Statutes of North Carolina, the Internal Revenue Code, and with this Section of this Agreement.

22.3.3. Dissolution. In the event of dissolution, the Department WILL comply with the provisions of its Articles of Incorporation, its Bylaws, and the provisions of Article 14 of Chapter 55A of the General Statutes of North Carolina and all other Applicable Law and with this Section of this Agreement.

22.3.4. Distribution: The Department WILL not make a distribution except upon dissolution. If the Fire Department disposes of some of its

Commented [164]:

From Dwayne Young: Not currently in the contract. Need legal grounds for this to be provided. Distribution of resources is already defined in other laws, rules, and procedures.

Commented [165]:

From Dwayne Young: Addressed in previous points. Consolidate

Commented [166]:

From Dwayne Young: Redundant

property during the course of normal business operations, it SHALL do so as provided in this Section. In the event of distribution upon dissolution, the Department WILL comply with the provisions of its Articles of incorporation, its Bylaws, and the provisions of Article 13 of Chapter 55A of the General Statutes of North Carolina, all other Applicable Law, and with this Section 28 of this Agreement. Any remaining assets SHALL be distributed as provided in this Section.

22.3.5. Mortgages and Security Agreements: At times, a Department MAY place a lien upon its property to secure a loan in the course of normal business operations. If there is a lien attached to an item of real or personal property, the lienholder must be paid and satisfied before that property can be transferred to any other entity. Any net assets remaining SHALL be disposed of as provided in this Agreement. A Department SHALL not cause a lien to be placed on any property which is owned by the County, including but not limited to any radio equipment purchased by the County and loaned to the Department without consent by the County Manager.

22.3.6. Bankruptcy and Receivership: The Department WILL comply with the terms of the United States Bankruptcy Code if it is placed in bankruptcy, or with the terms of Article 38 of Chapter 1 of the General Statutes of North Carolina if a Receiver is appointed by the North Carolina Courts to control its operations. Any net assets remaining SHALL be distributed as provided by this Section.

22.4. Acquisition of Property with Funds from a Federal Agency: If the Department receives any funding from a federal agency, the Department SHALL adopt a procurement policy that meets federal standards.

Commented [167]:
From Dwayne Young: This needs to be researched.

22.5. Disposition of Property Acquired Before the Date of this Agreement During the Normal Course of Business: Within the confines of its Articles of Incorporation, its Bylaws and Chapter 55A of the General Statutes, and other Applicable Law, the Department WILL obtain a reasonable value for any property it owns having a substantial value of more than \$5,000.00, which property has been purchased in whole or in part with County funding. The County, as well as Fire Departments within the County, SHALL have the option to purchase the property prior to the property being offered to an outside organization. Any proceeds obtained from the sale of property acquired, in whole or in part, with Fire Tax SHALL be used in the same manner as Fire Tax.

22.6. Disposition of Property Purchased After the Effective Date of Agreement. Any equity remaining either as assets or as proceeds from the sale of assets which were purchased with Fire Tax Funds and/or County general funds after the effective date of this Agreement and which remains after the

Department complies with all Applicable Law SHALL be returned to the County within ten days of the time it is determined to be excess, unless otherwise agreed to by the fire or rescue agency and County Manager.

22.7. Disposition of Assets upon Dissolution. If the Department is dissolved, Chapter 55A and all other Applicable Law requires the Department to liquidate its assets and pay its debts. To the extent that all Applicable Law allows, the **Department SHALL** distribute all assets remaining after the payment of debts in the following order of priority:

22.7.1. To a non-profit entity or government entity providing fire protection within the District of the Department.

22.7.2. If there is not a non-profit entity as described in 1. above which wants the property, then the **Department SHALL** transfer its remaining assets to a non-profit entity which provides fire and or rescue services to Stokes County.

22.7.3. If there is not a non-profit entity as described in 2. above which wants the remaining assets, the **Department SHALL** transfer its remaining assets to the County.

22.8. When Section Not Applicable. Paragraph F. of this Section SHALL not apply if the County terminates this Agreement and begins to provide fire protection and rescue services through a County Agency, notwithstanding the facts (1) that the Department is in compliance with this Agreement, and (2) has not breached the Agreement, and (3) the Department is able and willing to continue to comply with this Agreement.

~~COMPLIANCE WITH LAWS ABOUT EMPLOYING IMMIGRANTS, IRAN DIVESTMENTS, ISRAEL, AND CONSTITUTIONAL LIMITS ON INDEMNIFICATION~~

~~At all times when this agreement is in effect, neither Party to it SHALL do, or encourage the doing of any act or omission which does or possibly could place the Party in any jeopardy of being accused of violating any of the following State or Federal laws, and each Party SHALL comply with them fastidiously and to the letter:~~

~~E-Verify Certification: At all times during the performance of the Agreement, all parties SHALL fully comply with Article 2 of Chapter 64 of the General Statutes, and SHALL ensure compliance by any subcontractors utilized. All parties SHALL execute an affidavit verifying such compliance upon request by County.~~

~~Iran Divestment Act Certification: All parties executing this Agreement thereby affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to Article 6A of the Iran Divestment Act, nor SHALL they utilize any subcontractor in the performance of the Agreement that is identified upon said list.~~

~~Divestment from Companies that Boycott Israel: All parties hereby certify that they are not on the North Carolina State Treasurer's list, prepared pursuant to NCGS 147-86.80 et. seq., of companies engaged in a boycott of Israel, and that they will not utilize in the~~

Commented [168]:

Roberson comments:
Section 28 – 40 can be minimized and shortened to have the same meaning with less sections.

~~representation of the County pursuant to this Agreement any firm on said list.~~

~~Constitutional Limitation on County Indemnification: The parties acknowledge and understand that an unlimited indemnification by County constitutes a violation of the North Carolina Constitution, and is void and unenforceable by operation of law. Any indemnifications given by County to any party under the Agreement SHALL be deemed to be given only to the fullest extent allowed by law.~~

~~Constitutional Limitation on Eminent Domain: All Parties certify and agree that without regard to the provisions of this agreement, neither Party SHALL deprive the other of property without just compensation, as provided in Amendment V of the United States Constitution. 20.~~

TERMS & CONDITIONS RIDER

~~The Department and the County agree to abide by the North Carolina Local Government Contractual Terms and Conditions Rider that is included as EXHIBIT E to this Agreement.~~

23. SEVERABILITY

23.1. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions SHALL remain in full force and effect and SHALL not thereby be affected unless such ruling SHALL make further performance hereunder impossible or impose an unconscionable burden upon one of the parties. The parties SHALL endeavor in good faith to replace any invalid, illegal, or unenforceable provisions with a valid provision, the rights, and obligations of which come as close as practicable to that of the invalid, illegal, or unenforceable provision.

24. DISPUTE RESOLUTION AND FORUM SELECTION

24.1. This Agreement SHALL be governed by and in accordance with the laws of the State of North Carolina without regard to its conflict of laws rules. All actions relating in any way to this Agreement SHALL be brought in the General Courts of Justice in Stokes County, North Carolina. Any mediation of any dispute arising under this agreement SHALL be conducted in Stokes County, North Carolina unless both parties agree on some other location. The County and the Department recognize, acknowledge and agree that either party's resort to formal legal proceedings may involve substantial commitments of time and resources and may cause unnecessary disruption of the service each party provides to the community; therefore, to the extent that either party contends the other has failed to meet the obligations of this Agreement, the parties agree that they will follow the pattern for dispute resolution set forth hereafter:

24.1.1. Injunctive Relief. Notwithstanding the provisions of this Section 32, either party may bring an action in a court having jurisdiction in equity for immediate and emergency injunctive relief. Any such action

or actions in a court exercising its emergency powers in equity for preliminary or permanent injunctive relief SHALL be deemed an exception to the requirement that any claim be first submitted to mediation as detailed herein.

- 24.1.2. Mandatory Pre-filing Mediation. Except as provided in Subsection 32 A, before either Party initiates a lawsuit, the parties agree to participate in mediation. Mediation SHALL be conducted within forty-five (45) days (or such other period as is mutually agreeable to the parties) from the time when one party sends written demand to the other. Unless the parties agree otherwise, the Mediator SHALL be a mutually agreed upon and Certified North Carolina Superior Court Mediator. The mediation SHALL be conducted in accordance with the Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions and in accordance with the rulings of the N. C. Dispute Resolution Commission. Unless otherwise agreed, each Party will bear its expenses in pursuing mediation, and the parties will share equally in the fees charged by the Mediator. Any statute of limitations will be tolled for
- 24.1.3. the period from the demand for mediation through the conclusion of the mediation.
- 24.1.4. Litigation If Mediation Unsuccessful. In the event that the Parties participate in mediation as provided in Section 32 B, but do not resolve the issues between them in the mediation process, or if a Party violates this agreement by refusing to participate in mediation, either Party may file a lawsuit in the General Court of Justice in Stokes County.

24.2.NOTICES

- 24.2.1. All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement SHALL be sufficient in all respects if given in writing and delivered in person; by overnight courier; or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following addresses:

IF TO STOKES COUNTY:

County Manager

P.O. Box 20

Danbury NC 27016

IF TO FIRE DEPARTMENT-:

25. AMENDMENT/ASSIGNMENT

25.1. This Agreement may not be amended except in writing signed by the parties hereto. Except in the case of an Approved Merger as provided in Section 28, this Agreement is not transferable or assignable by either party without the written consent of the other party to this Agreement which SHALL not be unreasonably withheld.

26. NO WAIVER

26.1. Failure of a party to enforce any of the provisions of this Agreement at any time, or to request performance by the other party pursuant to any provision of this Agreement SHALL in no way be construed as a waiver of any such provision, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the non-enforcing party to enforce each and every provision of this Agreement.

27. MUTUALLY-DRAFTED AGREEMENT

27.1. The Department and the County hereby acknowledge that each participated in the negotiation and drafting of this Agreement. Accordingly, the Department and the County agree that any rule of construction of contracts allowing for the interpretation of this Agreement to be construed against the drafting party is inapplicable to this Agreement.

28. HEADINGS

28.1. The Section headings used herein are for reference and convenience only and SHALL not enter into or affect the interpretation and enforcement of this Agreement by either party.

29. ENTIRE AGREEMENT; MERGER

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

30. COUNTERPARTS

30.1. This Agreement may be executed in several counterparts, all of which SHALL constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the same counterpart.

31. AUTHORIZATION

31.1. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery, and performance by it of the

Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

EXHIBIT "A": AGREED UPON PROCEDURE

The Department AGREES to provide the CPA who is selected by the County to perform auditing procedures the following information for each fiscal year:

1. Detailed trial balance or general ledger of all the bank accounts and details of all withdrawals and deposits including dates and amounts of each transaction for the previous fiscal year. Detailed trial balances or general ledgers should list activity for each account (checks/deposits), date and amount of each transaction. In addition, each account within the detailed report should subtotal to a balance.
2. Bank statements and bank reconciliations for all accounts, including CDs and payroll, for the previous fiscal year, credit card statements (July-June) and receipts for all credit cards used by the unit, if applicable.
3. All invoices and supporting documentation for expenditures, including payroll disbursements, throughout the fiscal year.
4. All deposit slips and supporting documentation for revenues received throughout the fiscal year.
5. All monthly and/or annual financial statements prepared by bookkeepers or other qualified persons, including Balance sheets, income statements, trial balances, and any other year-end report. Reports should be on the last day of the previous fiscal year.
6. Check registers for ALL bank accounts from the previous fiscal year.
7. List of checks (date and amount) written from the County to the unit from the previous fiscal year.

List of Chief and Board Member names for the Department for the previous year, and whether any Board Members are related to one another or the Chief in any of the categories on the following list:

Father/Mother Son/Daughter

Brother/Sister Husband/Wife

Father-in-law/Mother-in-law Son-

in-law/Daughter-in-law

Brother-in-law/Sister-in-law Uncle/Aunt

Nephew/Niece

Grandfather/Grandmother Grandchild

Commented [169]:

Roberson Comments:

Is the county paying for the audit?

Can this information be placed in the audit section of the contract?

Delete subsection 8.

From Dwayne Young: Redundant - unnecessary if addressed in the body of the contract.

Others living in the household

Relationships may be created by marriage (either current or former), birth, adoption, foster care or in loco parentis (in the place of a parent), and include those living in the same household who share a relationship comparable to immediate family members as well as the various combinations of half- and step-relationships that can be derived from such degrees of kinship.

The CPA contracted by the County SHALL, at a minimum, perform the following analyses with the items collected:

1. ~~Compile a statement of cash receipts and disbursements.~~
2. ~~Summarize any expenditures that may appear unrelated to fire protection operations.~~
3. ~~Match the samples to supporting documentation in order to verify the amounts of the disbursements with the bank statement and their account classifications~~
4. ~~Track County disbursements to the Fire / Rescue Department to see that the check was deposited into the bank within ten (10) business days of issue.~~
5. ~~Match disbursements to the Chief and board members with supporting documentation and bank statement.~~
6. ~~Review board members and treasurer relationship to one another and Fire Chief.~~
7. ~~Make recommendations to the Board of County Commissioners regarding any improvements that should be considered.~~

EXHIBIT "B": INSURANCE REQUIREMENTS

The Department SHALL take out and maintain, during the life of this Agreement, the following Insurance coverage:

1. ~~Comprehensive Automobile Liability Insurance with combined single limits of at least~~
2. ~~\$1,000,000.00 per occurrence. Coverage SHALL be provided under a symbol "1". Coverage SHALL apply, on an excess basis for hired, borrowed and non-owned vehicles. Coverage SHALL apply, on a primary basis, for commandeered vehicles. Volunteers or employees SHALL be considered insured, and volunteers and employees SHALL have coverage excess of their personal auto liability limits when they are using their vehicles on behalf of their insured department. Fellow members' liability SHALL be provided. Auto pollution liability SHALL be included in the coverage.~~
3. ~~Automobile collision and comprehensive coverage for emergency vehicles, other than private passenger vehicles, SHALL be provided on an agreed value basis. Coverage SHALL apply to owned and/or leased vehicles. The Department should attempt to set the agreed value at an amount that will replace the vehicle with a new vehicle, built to similar specifications and brought up to current NFPA, DOT or other national specifications. Coverage SHALL apply, on a primary basis, to hired, borrowed and commandeered vehicles. Coverage will be on an actual cash value basis for the hired, borrowed and commandeered vehicles.~~
4. ~~Comprehensive General Liability Insurance with limits of at least \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. The aggregate SHALL apply per named insured and per insured location. The policy SHALL include the following coverage: Volunteers or Employees as Insured, Medical Malpractice, Good Samaritan Liability Coverage, Intentional Acts Coverage for both Bodily Injury or Property Damage, fellow Member Liability, Non-owned Watercraft, Fire Damage Legal Liability with Limits of \$1,000,000.00, Pollution Liability arising out of Emergency Operations away from the Department's Premises, Training Activities or Equipment Washdowns.~~
5. ~~Directors and Officers Liability Insurance with Limits of at least \$1,000,000.00 per occurrence with \$3,000,000.00 aggregate. This policy SHALL include coverage for prior acts.~~
6. ~~The Insured SHALL include current volunteers and employees, former volunteers and employees and any persons or organizations providing service to the Department under an automatic aid Agreement and mutual assistance contract or similar Agreement.~~
7. ~~Umbrella Liability Insurance with Limits of at least \$1,000,000.00 per occurrence and~~
8. ~~\$2,000,000.00 aggregate. The umbrella policy SHALL provide excess coverage over the~~

Commented [170]:

Roberson Comment:

From memory I believe this is standard coverage that departments have with VFIS. If not, this will be a significant cost insurance on an already strained budget. The fire departments use a company that specifically works with fire departments. I believe they should be consulted regarding this section.

Why does the county care about the amount of coverage? The county is not held responsible for this contract.

Why does the county have to be an additional insured? What is the purpose for #8?

~~Auto Liability Policy, General Liability Policy and the Employer's Liability Section of the Workers Compensation Policy. Volunteers and employees SHALL be included as Insured.~~

9. ~~The Department SHALL maintain Property Insurance protecting against the risk of direct physical loss or damage. The policy covering the building SHALL be written on a Guaranteed Replacement Cost Basis with coverage included for Building Ordinance, Flood and Earthquake. Coverage SHALL include the replacement cost of Commandeered Property including coverage for Loss of Use. Contents coverage SHALL be provided on a replacement cost basis. Coinsurance penalties SHALL not apply.~~
10. ~~Portable Equipment Coverage SHALL be provided protecting against the risk of direct physical loss or damage, including electrical surges. Coverage SHALL be provided on a Guaranteed Replacement Cost Basis.~~
11. ~~The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy SHALL name the County of Stokes as an additional insured. The Department SHALL furnish the County of Stokes with certificates of insurance showing the type of policy, limits of liability, the name of insurance companies, policy numbers, effective dates and expiration dates of policies.~~
12. ~~The Department SHALL obtain a Fidelity Bond for at least one and one-half times~~
13. ~~the department's annual budget that covers anyone within the Department that handles the funds of the Department.~~
14. ~~Worker's Compensation—Coverage for all paid and volunteer emergency workers for statutory limits in compliance with all applicable State and Federal laws.~~

EXHIBIT "C": FIRE DISTRICT

The Department's fire response district is the area delineated as the response district for the Department on the attached Map as adopted by the Stokes County Board of County Commissioners on the 4th day of March, 2024 and approved by the North Carolina Department of Insurance.

INSERT MAP HERE

EXHIBIT D: Stokes County Fire Department/Medical First Responder Contract 2024

First Responder Medical Program Requirements:

~~Per 10A NCAC 13P .0201 EMS System Requirements, Stokes County Emergency Medical Services (SCEMS) is an established EMS system. Fire Departments/Rescue Squads operating as medical responders within the geographical boundaries of Stokes County are part of the Stokes EMS System.~~

~~Fire Departments/Rescue Squads operating within Stokes County as a primary medical first responder and/or via mutual aid agreements, but geographically located outside Stokes County, will follow their home county medical protocols and process for training and credentialing.~~

~~Regardless of geographical location, Fire Departments/Rescue Squads operating as a primary medical first responder in Stokes County are responsible for the following (King Fire Department operates at the ALS level and is not included in this agreement):~~

~~Must be an approved and an established Fire Department/Rescue Squad by the EMS Director and EMS Medical Director.~~

~~New Fire Departments/Rescue Squads who desire to establish a medical first responder program must notify SCEMS and the EMS Medical Director with a written request, as well as follow all established guidelines set forth by the NC Office of EMS.~~

~~Fire Department/Rescue Squads who desire to change the level of medical response or Expanded Scope Tier (defined later) will notify SCEMS and the EMS Medical Director with a written request within 120 days of proposed change date.~~

~~Fire Department/Rescue Squads will assign at least one member (training officer) to administer the medical first responder program and ensure monthly and annual training, credentialing, and re-credentialing of all EMR and EMT members is completed.~~

~~Fire Department/Rescue Squads will maintain and retain all training hours of continuing education and topics for EMR and EMT members for a total of 5 years.~~

~~A medical first responder is defined as an approved NC-credentialed medical personnel, which include the following levels: EMR, EMT, AEMT, and Paramedic.~~

~~ONLY NC CREDENTIALLED and approved medical first responders will respond to medical calls and provide medical care, including patient assessment and treatment. Exception on following page.~~

~~Fire Department/Rescue Squads with transport unit capabilities will make every effort to staff with at least a minimum of one EMT, one Driver and utilize such units when called upon by SCEMS due to EMS unit status in the county.~~

~~***Exception:~~

Commented [171]:

From Dwayne Young: Including the entire language of this portion in the contract opens the door for regular contract revisions given the medical director and EMS, and the NCOEMS can alter such requirements outside the timeline of this contract. A simple reference to this document in the medical response section would suffice.

Commented [172]:

Roberson Comments:

This entire section is pointless. This section is operational in nature and should not be placed under a contract.

The Stokes EMS System Plan and Peer Review Manual would be a document for this section.

Open communication with fire departments regarding is also necessary versus the current process of telling an independent agency what they are going to do.

I do not support any of this remaining in the contract.

This isn't accurate for current county staff.

Not feasible for a volunteer system. Again, written without the vision of what/how a volunteer operates.

reference new county driving policy.

show respect and meet with neighboring fire

departments about this. This is an additional burden on the department.

is there a written agreement with FTCC?

mandatory is tough on volunteers. Online recording will help with this. Again, this is operational and not contractual.

mandating a lot on departments but want them to pay for necessary resources and training.

In the event Stokes County 911 Communications dispatches or notifies responding units that CPR instructions are being given, any Fire Department/Rescue Squad member, who is trained in CPR (AHA, ARC, or SCEMS Team-Focused CPR) may respond to the scene and provide chest compressions.

All NC-credentialed medical first responders will maintain a current "ACTIVE" status through the NC Office of EMS (NCOEMS) and will maintain up-to-date demographics and contact information in the NCOEMS Continuum platform.

NC medical certifications are valid for 4 years and will be honored in the SCEMS medical first responder program if the member remains in good standing and in "ACTIVE" status with the NCOEMS, the department, and the SCEMS system as well as if required continuing education hours are completed and verified.

Medical first responders who allow their credential to expire for any reason SHALL follow the guidelines outlined by the NCOEMS to reactive their credential.

Fire Departments/Rescue Squads will review Continuum at least annually, with updates completed by January 31st and within 30 days of membership changes to maintain an accurate department roster. <https://oems.nc.gov/continuum/>

Fire Department/Rescue Squad will submit an annual up-to-date report to the SCEMS Operations Manager/Training Officer. The report will outline a roster of medical first responder members, level of NC credential, and the previous year's total continuing education hours by January 31st.

Fire Department/Rescue Squad will notify the SCEMS Operations Manager/Training officer of a new medical first responder member and level of NC credential no later than 30 days of start date.

Each Fire Department/Rescue Squad will establish the position of Medical Training Officer (may be

combined with another position) to oversee the department's medical first responder program.

Departments which have AEMT and Paramedic members, understand that during medical response, those individuals may only provide medical care at the EMT Expanded Scope Level based on the

department's choice of Expanded Scope Tier described in the SCEMS Expanded Scope Protocols.

A Department MAY have a physician, physician assistant, nurse practitioner, or registered nurse (independently licensed), who do not have a NC medical credential as described in part L.(c.)
Recommendations:

~~Encourage member to obtain NCOEMS credential of EMT or EMT.~~

~~If a department has members who respond to medical incidents who do not have a NC Credential through NCOEMS, the fire Department SHALL conduct a criminal background check annually on that member.~~

~~Obtain written verification that an independently licensed member, who is not a NC credentialed EMT, EMT, AEMT, or Paramedic, is covered under the departments medical malpractice liability policy.~~

~~Verify independently licensed member understands NCCEP Standards Policy: Disposition Policy Section – Physician on Scene.
<https://www.ncmhtd.com/owncloud/index.php/s/nNBsFHwLWb18G5k%20#pdfviewer>~~

~~Provide immediate medical first response care to the citizens, visitors, and patrons within Stokes County, including immediate medical assessment and treatment as outlined within SCEMS Protocols and Procedures and SCEMS Expanded Scope Protocols for medical first responders.~~

~~Provide monthly medical training, evaluation, and review of NC credentialed members.~~

~~Adherence to these guidelines for training, operations, and other requirements.~~

~~These guidelines may change without prior notification by SCEMS and will be updated as needed to remain compliant with the SCEMS Systems and Education plan and NC Office of EMS.~~

~~The SCEMS Operations Manager/Training Officer SHALL provide medical first responder oversight, recertification, and assist Forsyth Technical College (FTCC) with BLS Continuing Education.~~

~~A medical first responder Training Committee meeting will be held at least twice annually and at the discretion of the SCEMS Operations Manager/Training Officer and all communications for any reason will be relayed to the department Training Officer and/or Command Staff via email.~~

~~Department Training Officers will be present for all training committee meetings. Should the department Training Officer be unable to attend the meeting, a department representative may be assigned to attend.~~

~~The Stokes County Medical Director will be actively involved in the medical first responder program.~~

~~Should any questions or concerns arise; the first responder should report directly to their Training Officer and/or Command Staff who will report to the SCEMS Operations Manager/Training Officer. Should further action be needed, the~~

~~SCEMS Operations Manager/Training Officer will involve the EMS Director and/or Medical Director as outlined in the Stokes County Performance Improvement Manual.~~

~~Medical First responders SHALL follow local medical protocols, procedures, and policies as outlined by SCEMS and the NC Office of EMS.~~

~~*Medical Response Operations:*~~

~~Medical first responders should wear clothing/uniform which identifies them by last name and the department (where possible), and they should introduce themselves to patients by name and department, as well as credential level.~~

~~Medical responders will use "due regard" for personal safety and the safety of the public, as well as all motor vehicle laws and regulations when responding to medical incidents.~~

~~Medical first responders should provide patient information, assessment, and treatment(s) to the responding SCEMS unit based on the MIST report, as referenced in the SCEMS Expanded Scope Protocols.~~

~~Medical first responders can transfer care to a credentialed medical provider at the same level, or above, the provider's NC credential level.~~

~~Medical first responders will function as a cohesive medical care team with SCEMS and will report any concerns to the senior SCEMS Paramedic, or EMS supervisor, on scene.~~

~~In the event SCEMS asks a medical first responder to operate a SCEMS ambulance during the transfer of a seriously ill or injured patient to maximize ALS care during transport, the medical first responder will use "due regard" for personal safety and the safety of the public, as well as all motor vehicle laws and regulation.~~

~~If a fire department has 4 or less active NC Credentialed providers that live in the district, Stokes County EMS will require a dual response to all medical incidents in that district.~~

~~A fire department that operates a patient transport unit must fulfill 85% of transport requests by Stokes County EMS due to them being out of units, transporting to area hospitals locally and to surrounding counties.~~

~~*Equipment:*~~

~~Fire Department/Rescue Squads are required to maintain medical equipment for response to medical emergencies as outlined in the SCEMS Expanded Scope Protocols.~~

~~Medications for expanded scope protocols may be purchased by the Fire Department/Rescue Squad. The medical director will provide a signed medication/equipment order form annually upon request of each department.~~

Commented [173]:

From Dwayne Young: Again, should this be altered by the EMS System or NCOEMS or other governing bodies, it would require a contract revision given the actual language is in the contract. Make reference to these documents and state a requirement for compliance with the EMS System Plan as updated and distributed by EMS

Patient Refusal of Assessment, Care, or Transport:

~~Medical first responders may obtain a patient refusal of assessment, assessment and treatment, treatment, and/or transport.~~

~~Medical first responders will follow the patient refusal protocol as outlined in the SCEMS Expanded Scope Protocols. A capacity assessment will be performed and documented per the SCEMS Universal Patient Protocol UP-1 and the SCEMS Expanded Scope Refusal of Care Protocol.~~

~~Fire Department/Rescue Squad refusal documentation form must be completed on the Standard Patient Refusal Report that SCEMS uses and remain on file within the department's record keeping system. SCEMS will furnish departments refusal of care documentation forms as well as aftercare instructions upon request.~~

~~Refusal of care forms must be signed by the patient, witnessed (preferably by a patient relative or law enforcement officer) and signed by the witness. A full capacity assessment and a medical assessment, to the extent allowed by the patient, should be completed and documented, including vital signs, heart rate, respiratory rate, blood pressure, pulse oximetry (if available), and temperature.~~

Medical First Responder Program Training Requirements:

~~SCEMS and FTCC will work together to ensure adequate and appropriate BLS continuing medical education annually.~~

~~Continuing medical education topics and hours must be met within the 4-year recert period to be approved for recredential. An outline may be obtained through the NC Office of EMS website. The following hours are required per the NC Office of EMS: EMR (32, 8 hours each year) EMT (80,~~

~~20 hours each year) AEMT (100, 25 hours each year) Paramedic (120, 30 hours each year.) SCEMS requires minimum annual hours to be completed.~~

~~At times, a medical education topic may be listed as "Mandatory" and thus will be required for each medical first responder to attend. Scheduling options will be available to assist in maintaining compliance with the directive.~~

~~Every medical first responder will be required to attend and successfully complete an annual skills evaluation to ensure appropriate knowledge base and skill performance. Scheduling options will be available to assist in maintaining compliance with the directive. SCEMS Operations Manager/Training Officer will coordinate this across all departments.~~

~~SCEMS has an approved 911 e-Learning Solutions. Fire Department/Rescue Squads may purchase access to this platform, which provides accredited/ approved continuing education topics. Topics must be approved by SCEMS and the medical director to receive credit for hours~~

obtained.

Any medical first responder that does not adhere to the outlined training requirements, will be either dismissed from the SCEMS system or placed in "suspended status" until deficiencies are corrected.

The medical first responder is ultimately and personally responsible for maintaining a record of their continuing medical education, each Fire Department/Rescue Squad is responsible for maintaining a record of their medical first responders continuing education hours as well.

Performance Improvement:

SCEMS has the right to deny and/or approve the participation of any medical first responder and/or department within the SCEMS system.

The SCEMS Medical Director has the right to suspend, reject, and/or revoke all privileges of participation to any first responder operating within the SCEMS medical first response program.

Where a clinical care concern arises involving a medical first responder or Fire Department/Rescue Squad, a medical investigation will be conducted as outlined in the SCEMS Performance Manual. Due Process strategies are outlined within the document.

Where a medical first responder has a credential that is placed "under investigation," SCEMS reserves the right to suspend all medical care activities until the investigation is completed by the NCOEMS.

Patient Care Documentation Requirements:

All incidents where a patient is encountered SHALL be documented in the department's documentation program/platform.

Each Department WILL maintain a documentation program that allows an incident to be tracked and reviewed.

Documentation reports must be made available to SCEMS, Peer Review/Compliance Committee, Medical Director, and/or the NC Office of EMS upon request.

No incident documentation SHALL be falsified or altered to state any nonfactual information that did not occur or hide any factual evidence. Any altered or incorrect documentation will be reviewed by the department Training Officer and/or Command staff as well as SCEMS.

All rescue squads SHALL ensure that their form of documentation of patient transports are reported to the NCOEMS

SCEMS will assist any department to ensure and improve proper documentation and reporting as needed.

~~All medical first responders, Fire Departments/Rescue Squads will all adhere to HIPAA guidelines and provide annual HIPAA training for their assigned medical first responders.~~

~~*Medical Response Medical Malpractice Insurance:*~~

~~Fire Department/Rescue Squads should maintain medical malpractice coverage for medical first response operations.~~

~~Medical first responders will NOT be covered under Stokes County Worker's Compensation insurance program. Provision of workers' compensation is the responsibility of each independent Fire Department/Rescue Squad.~~

EXHIBIT E: STANDARD NORTH CAROLINA LOCAL GOVERNMENT CONTRACTUAL TERMS & CONDITIONS RIDER

(the "LGR") Effective: August 6, 2018

This LGR is hereby made and entered into by and between STOKES COUNTY (the "**County**") and any and all parties entering into any contract, memorandum of understanding, or other agreement of any kind, for the provision of goods, services, or other consideration of any kind, to the County referencing its existence or inclusion as a part thereof.

Any such instrument(s) together with any and all exhibits, addenda, riders and/or any other instruments attached to, or incorporated by reference therein, SHALL be collectively referred to hereinafter as the "**Contract**".

WITNESSETH:

WHEREAS, County is a body politic of the State of North Carolina, subject by operation of law to certain additional rules, regulations, and laws applicable to public and/or governmental bodies including without limitation certain operational and contractual requirements; and

WHEREAS, the risk of financial default under a contract entered into by such a governmental body is substantially lower than the ordinary risk of financial default attributable to private or commercial entities; and

WHEREAS, County has established this LGR for the non-exclusive purposes of expediting its contract review and approval process, to document notice of its governmental status, and to protect its citizens and the public at large from illegal or unfair obligations otherwise imposed under certain adhesion contracts; and

WHEREAS, County is prohibited by applicable law from executing the Contract without modification by this LGR, or has otherwise determined it is not in the best interests of its citizens and the public at large to do so without the additional terms and conditions of this LGR being made a part thereof.

NOW THEREFORE, in exchange of the mutual covenants made herein, and for other good and valuable consideration exchanged between the parties, the sufficiency of which is hereby acknowledged, including but not limited to the inducement of County to enter into the Contract as modified by this LGR, the parties agree as follows:

Commented [174]:

From Dwayne Young: Again, if this is amended it will require a contract revision and renewal based on another agreement or document. Reference the document and its necessity but do not include the exact language.

Commented [175]:

Fire Commission Review with Summarized Feedback from Stakeholders: Exhibit E appears to be a master agreement that would govern all contracts for the county and not just the Fire Service contract. It should be referenced but not repeated here. Remove and reference only

PART A: AMENDED CONTRACT TERMS:

~~Contract Incorporation: The terms and provisions of this LGR SHALL be deemed fully and completely incorporated into, agreed to and accepted by, all parties entering into any contract which references their existence in any way; including to the fullest extent permitted by law, incomplete or non-specific references to their existence where any party could with reasonable due diligence has ascertained the existence and content of its terms. Each party entering into any such Contract further agrees that the incorporation of this LGR into the terms and conditions of the Contract SHALL be deemed to be a material condition precedent to County's acceptance of such Contract, and to the validity and enforceability of said Contract against County by any~~

~~party thereto. Partial performance by any party under such a Contract without formal execution thereof, SHALL be considered as agreement to, and acceptance of, these LGR terms and conditions.~~

~~Contractual Conflict & Precedence: Notwithstanding any statement or provision within the contract to the contrary, and except for any "Additional Terms & Conditions" agreed to between the parties pursuant to the immediately following paragraph, the terms and conditions of this LGR SHALL supersede, control over, and prevail in the event of any conflict with any differing or contrary terms or conditions of the contract. Except to the extent they are inconsistent with or modified by this LGR, the terms and conditions of the contract SHALL remain in full force and effect.~~

~~Additional Terms & Conditions: To the extent the parties require any additional or specific modifications or amendments to the Contract, or to this LGR itself, the same SHALL be reduced in writing and attached to the Contract labeled as "Additional Terms & Conditions" which SHALL clearly reference the Contract to which it applies, SHALL state that it takes precedence over, and SHALL control in the event of any conflicts with, both the Contract and any Local Government Rider", and SHALL be separately signed by all parties concurrently with their execution of the Contract instrument(s).~~

PART B: STANDARD LOCAL GOVERNMENT PROVISIONS:

~~Public Records & Confidentiality: County is required to comply with certain applicable statutes of the State of North Carolina regarding open meetings and/or open records. Notwithstanding anything to the contrary within the Contract, County SHALL not be liable to any party for disclosing the Contract, or any documents or communications made or received in relation thereto, to any third party or the public at large, if such disclosure is made by County in a good faith effort within its sole discretion, to comply with any public records request or other applicable laws.~~

~~Limitation on Contractual Authority: Only the County Board of Commissioners, the County Manager, or another agent specifically designated in writing by either to exercise their respective authority related to the Contract SHALL be authorized to enter into, modify, or~~

otherwise bind the County to the Contract in any way. Any such action SHALL be taken only by the signed written consent thereof, and no party SHALL rely upon any verbal communications, or otherwise upon the authority of any other agent of the County in lieu thereof. This provision SHALL apply to prevent any inadvertent or passive modifications to the terms of the Contract through communications between the parties as may otherwise be allowed by law, including but not limited to any such provisions of the North Carolina Uniform Commercial Code, if applicable.

Limitation Upon Partial/Progress Payments for Goods/Materials to be Delivered: Payment (partial or otherwise) for any physical goods or materials to be provided to the County pursuant to the Contract, SHALL not be due or owed by the County until after actual delivery and acceptance of any such physical items.

E-Verify Certification: At all times during performance of the Contract, all parties SHALL fully comply with Article 2 of Chapter 64 of the General Statutes, and SHALL ensure compliance by any subcontractors utilized. All parties SHALL execute an affidavit verifying such compliance upon request by County.

Iran Divestment Act Certification: All parties executing this Contract thereby affirm they are not listed on the Final Divestment List created by the State Treasurer pursuant to Article 6A of the Iran Divestment Act, nor SHALL they utilize any subcontractor in the performance of the Contract that is identified upon said list.

Divestment from Companies that Boycott Israel: All parties hereby certify that they are not on the North Carolina State Treasurer's list, prepared pursuant to NCGS 147-86.80 et. seq.,

of companies engaged in a boycott of Israel, and that they will not utilize in the representation of the County pursuant to this Contract any firm on said list.

Constitutional Limitation on County Indemnification: The parties acknowledge and understand that an unlimited indemnification by County constitutes a violation of the North Carolina Constitution, and is void and unenforceable by operation of law. Any indemnifications given by County to any party under the Contract SHALL be deemed to be given only to the fullest extent allowed by law.

Contingent Funding/Non-Appropriations Clause: Notwithstanding anything to the contrary within the Contract or this LGR, all financial obligations of the County under the Contract are dependent upon, and subject to, the continuing allocation of funds by the County Board of Commissioners for such purpose. The Contract SHALL automatically terminate if such funds cease to be allocated or available for any reason.

Commented [176]:
Fire Commission Review with Summarized Feedback from Stakeholders: Redundant and repetitive with no added value.

PART C: OTHER GENERAL PROVISIONS

Notwithstanding anything within the Contract to the contrary:

1. ~~Choice of Law, Forum, & Pre-Litigation Mediation: This Contract is made and entered into in Stokes County, North Carolina and SHALL be governed by and construed in accordance with North Carolina law. Any claim for breach or enforcement of this Contract SHALL be filed in the appropriate court located in the jurisdiction of Stokes County, North Carolina. The parties agree in good faith to first submit any disputes to that formal process known as mediation being that process which is described by North Carolina in its Alternative Dispute Resolution Program through the Dispute Resolution Commission. The parties agree that they will attempt to agree on a North Carolina Certified Superior Court Mediator with the understanding that this list is maintained by the North Carolina Dispute Resolution Commission. Should the parties be unable to agree, then that mediator who is next to be assigned on a case by Court Administration in Stokes County will be used as the mediator. The parties SHALL share the costs of mediation~~
2. ~~equally and the parties agree to mediate in good faith.~~
3. ~~Construction & Headings: No rule of construction SHALL apply against any party as the drafter of the Contract which is the result of an arms-length negotiation between the parties. The titles/captions/headings of any and all portions of the Contract are intended for reference purposes only, and SHALL not be deemed to affect the meaning or interpretation of the Contract terms and conditions.~~
4. ~~Merger: The Contract is the entire agreement between the parties with respect to the foregoing matter and there are no other verbal or written agreements with respect thereto between the parties which have not been reduced to writing and specifically incorporated into the Contract.~~
5. ~~Modification: No modifications of the Contract SHALL be valid unless reduced to writing signed by all parties hereto.~~
6. ~~Severability: The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction SHALL, as to such portion and/or jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.~~
7. ~~Signature Warranty: Any party executing the Contract as a corporate or other legal entity represents to the other parties hereto that such entity is duly organized, validly existing, and in good standing under the laws of the State of~~

North Carolina or otherwise under the laws of the State of its formation, and is qualified to transact the business contemplated herein within the State of North Carolina, and further that any such party executing the Contract on behalf thereof, has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Contract.

8. **Additional Limitation of Scope of County Indemnification:** If applicable, any indemnification given by County SHALL be deemed and further limited to indemnify against claims or actions arising from the action or inaction of County's own officers, officials, employees or agents only; and SHALL not be deemed to indemnify any party against claims or actions arising from any action or inaction of any other parties.
9. **Waiver of Consequential/Punitive Damages:** Under no circumstances whatsoever, SHALL any party be entitled to recover, and all parties hereby waive their right to seek, any indirect, punitive, special or consequential damages of any kind whatsoever, incurred in connection with any breach of the Contract. Notwithstanding the foregoing, the reasonable costs incurred in connection with successfully enforcing the Contract against another party, including court costs, fees, and reasonable attorneys' fees associated therewith SHALL be recoverable by such a prevailing party.
10. **Savings Provision:** County SHALL not be held in default of the Contract or otherwise deemed in breach thereof, unless it has first failed to cure any condition causing such default within thirty days (30) days written notice thereof by the party alleging such default. If County cures any default within that period, no breach of the Contract SHALL be deemed to have occurred.
11. **Electronic and/or Duplicate Execution & Order of Execution:** The Contract may be executed in multiple counterparts, in which event each executed copy SHALL be deemed an original document as between the parties. An electronic signature and/or copy of the Contract SHALL have the same force and affect as the original. Due to the need to comply with statutory auditing requirements, all parties contracting with County SHALL execute the Contract first and deliver a fully signed copy thereof (preferably via electronic form) to the County for its counter-execution and delivery of a fully signed copy to all parties.

~~IN WITNESS WHEREOF~~ the Department, pursuant to a resolution duly adopted by its Board of Directors, has caused this instrument to be duly executed in its name by the Chairperson/President of its Board of Directors and attested by its Secretary and Chief, and the County has caused this instrument to be duly executed in its name by the County Manager, pursuant to a resolution duly adopted by the County Board of Commissioners, and attested by its Clerk.

FIRE SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into this first day of XXXX, 20XX by and between

STOKES COUNTY, hereinafter referred to as the "County," and ____ VOLUNTEER FIRE DEPARTMENT hereinafter referred to as the

"Department." (collectively, the "Parties" and individually as a "Party").

WITNESSETH:

WHEREAS, the Department has a recognized history of dedicated service, having provide essential fire protection and other related emergency services to the citizens of Stokes County for all of the years of its existence; and

WHEREAS, the County and Department desire to contract with each other for the mutually agreed and mutually recognized goal of attempting to achieve the highest levels of protection to the persons who live, work, or are otherwise present in the County; and

WHEREAS, North Carolina General Statutes §69-25.5 states that counties may provide for fire and rescue protection in a designated district by contracting with any incorporated nonprofit volunteer or municipal fire department; and

WHEREAS, this Agreement is authorized by North Carolina General Statutes Sections 153A11 and 153A- 13 and N.C.G.S. Chapter 153A, Article 11; and

WHEREAS, the Department is incorporated pursuant to Chapter 55A of the North Carolina General Statutes and is operating as an independent nonprofit volunteer fire department within Stokes County, North Carolina; and

WHEREAS, the fire districts of Stokes County have boundaries defined by descriptions on file in the Stokes County Fire Marshal's Office; and

WHEREAS, the Department has acquired and owns equipment, land, and buildings for the operation of the Department; and

WHEREAS, the Department's goal is to employ trained, experienced and skilled personnel; ~~however, and~~ the workforce is composed of trained, experienced and skilled members; and

WHEREAS, the County levies and collects Service District taxes from its citizens to assist in the funding of fire protection services for its citizens living in the service district areas; and,

WHEREAS, the County is contracting with the Department to provide service within the area as further defined in Section 1 (12) (the "District")

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

1. DEFINITIONS

1.1. Annual County Allocation: The amount of County funds allocated by the County Commissioners for the support of the Department during the

applicable Fiscal Year.

1.2.Applicable Law: All laws, rules, regulations, ordinances, codes, standards, orders, and actions of any and all governmental bodies, agencies, authorities, and courts that may now or hereafter be applicable to the performance of duties under this Agreement.

1.3.Approved Merger: A merger to which the Department is a party, and:

1.3.1. The other party to the merger is a Fire Department having its principal office and place of business in Stokes County and is a department which has entered into a Fire Services Agreement with Stokes County containing the same terms and conditions as this Agreement; or

1.3.2. The other party to the merger and the Plan of Merger has been approved by the Fire Marshal, Fire Commission, and the Board of County Commissioners.

~~1.4.Authority Having Jurisdiction: The individual fire department~~

~~1.5.1.4.~~Board of Commissioners: The Stokes County Board of Commissioners.

~~1.6.1.5.~~Fire Commission: The Stokes County Fire Commission

~~1.7.1.6.~~Board or "Board of Directors": The Department's Board of Directors, as defined in N. C. G.

~~1.8.1.7.~~ S. § 55A-1- 40 (2) is: " ... the group of natural persons vested by the corporation with the management of the Department's affairs whether or not the group is designated as directors in the articles of incorporation or bylaws."

~~1.9.1.8.~~Capital Expenditure: All expenditures for purchases of buildings, building additions, alterations, repairs or improvements and all expenditures for or purchases of additional or replacement furniture, machinery, vehicles or equipment, hardware or software, where the cost of such expenditure or purchase is ten thousand dollars (\$10,000) or more, or where the depreciable life of the applicable item is in excess of three (3) years.

~~1.10.1.9.~~Capital Item: The actual property which was purchased or otherwise received by the Department as a Capital Expenditure.

~~1.11.1.10.~~CPA: Certified Public Accountant.

~~1.12.1.11.~~Department: A fire department receiving funding from the fire service district.

~~1.13.1.12.~~Effective Date: The effective date of this Agreement is the date this contract is signed and executed.

~~1.14.1.13.~~Fire District: The primary District of the Department includes the property lying within the boundaries of the district.

~~1.15.~~1.14.SCEMS: Stokes County Emergency Medical Services

~~1.16.~~1.15.EM: Stokes County Emergency Management

~~1.17.~~1.16.Chief: The Chief of a Fire or Rescue Department.

~~1.18.~~1.17.Fire Marshal: Any representative from the Stokes County Fire Marshal's Office.

~~1.19.~~1.18.Fiscal Year: Stokes County Fiscal Year is from July 1st through June 30th. The Department's Fiscal Year is: July 1st through June 30th.

~~1.20.~~1.19.GAAP: Generally accepted accounting principles.

~~1.21.~~1.20.Failure to respond: Failure to meet response criteria of one engine and four qualified firefighters to fire related calls within the department's service district or one qualified medical responder with appropriate lifesaving supplies and equipment for medical related calls within the department's service district

~~1.22.~~IC: Incident Commander

~~1.23.~~1.21.Services: Fire protection, heavy/technical rescue, medical responder, and associated emergency- related services (as defined in Section 3), and those activities undertaken by the Department in furtherance of fulfilling the above.

2. PURPOSE

2.1.The purpose of this Agreement is to establish the terms and conditions under which the County is contracting with the Department to provide firefighting and fire prevention services and other emergency services (as defined in [Section 3](#)) during emergencies and disasters, and to provide for efficient firefighting and emergency services to the persons who live, work and/or are otherwise present in the County.

3. SERVICES FURNISHED BY THE DEPARTMENT

3.1.The Department AGREES to provide its Services throughout the District and elsewhere in accordance with the standards and other requirements in a manner that complies with all Applicable Law, including by illustration, but not limited to, those applicable rules and regulations of the North Carolina State Fire Marshal's Office.

3.2.The Department AGREES to establish safeguards to prevent the appearance of or actual conflicts of interest or personal gain including, but not limited to the adoption of an ethics policy, and to abide by the ethics policy and to perform its services without the appearance or the actuality of conflicts of interest.

3.3.The Department further AGREES to provide the Services in accordance with

the requirements set forth in this Agreement in a professional, efficient and workmanlike manner to all persons and property in its assigned District.

- 3.4. The Department SHALL notify the ~~S~~-appropriate municipal or county public utilities a minimum of 48 hours in advance of any scheduled live burn training event if the Department intends to use a Stokes County or municipal fire hydrant, and the Department SHALL provide the address and date of the training event, in order to meet possible water demands for the training event.
- 3.5. The Department AGREES to provide the following services upon request during times of emergencies:
- 3.5.1. To furnish and provide continuing fire protection service and other emergency services to all residents of the fire district, to all persons present in the District, and to all real and personal property lying within the boundaries of the District and to other areas of the County as may be agreed to in automatic mutual aid agreements with other fire departments within the County.
- 3.5.2. The Department SHALL meet and operate at the minimum level set forth by the standards of the EMS system guidelines established for the operation of a Medical Responder program in Stokes County and SHALL adhere to the Stokes County EMS System Continuing Education Program.
- 3.5.3. The Department SHALL give the Fire Marshal a minimum of 120 days' notice of any change in the level of medical services.
- 3.5.4. Any changes in the level of service that necessitate funding adjustments will be presented to the Fire Commission.
- 3.5.5. The Department SHALL annually submit ~~to the Fire Marshal's Office~~ annually a copy of the department's NC Fire Association Certified Rosters to the Fire Marshal's Office by February 1st of each year that is in compliance with North Carolina State law and federal regulations to protect employee privacy.
- 3.5.6. To dispatch upon the call of any person within the District the equipment and or personnel necessary to answer the call and to operate such equipment is the sole judgment of the Chief or his/her designee; however, if, at the time of the call or dispatch, the Department is actively engaged in providing services to another incident, such that the type of equipment and personnel needed is not available, this Agreement does not require the Department to stop rendering services to the emergency it is still actively engaged in assisting in order to provide services to another location.
- 3.5.7. To provide fire investigation services as provided in N. C. G. S. 58-79-1

and as detailed in Section 22 of this Agreement.

3.5.8. To provide technical rescue services as defined by the Authority Having Jurisdiction.

3.5.9. To assist in search and rescue services as requested by EM;

3.5.10. To assist in and preform evacuation as requested by EM;

3.5.11. To respond to motor vehicle accidents;

3.5.12. To clear primary and secondary state maintained roads of debris to allow emergency service vehicles for a least one lane of travel to reach their destinations as needed.

3.5.13. To respond to emergency calls dispatched by the 911 Communications center.

3.5.14. The Department SHALL provide the Fire Marshal's Office with a list providing the names of all the Board of Directors for the previous year including the Chair, Vice Chair, Secretary, Treasurer, Fire Chief within 30 days of the corporation meeting. It is advisable to avoid these ~~roles in codependent~~ close familial relationships or any situations that could potentially create conflicts of interest among people in positions of authority.

3.5.15. The Department SHALL submit the most recent copy of the Department's Bylaws, Articles of Incorporation, and Charter ~~- and Any~~ revisions to the Department's bylaws or Articles of Incorporation which it has adopted since the last budget submission.

~~3.5.15-3.5.16.~~ The Department AGREES to refrain from using department assets, buildings, vehicles, etc. for political purposes, partisan or otherwise.

4. SERVICES FURNISHED BY THE COUNTY

In accordance with this Agreement, and at the County's sole expense outside the scope contractual funding of the Department pursuant to this Agreement, the County agrees to furnish the following services to the Department:

4.1.911 communications and dispatch;

4.2. Maintenance and repair of the County water system including Pressurized Fire Hydrant replacement and or repair ~~when immediately~~. To ensure that the Department receives full credit for having access to a working set of fire hydrants, the County agrees that it will repair any non-working fire hydrants within forty-five (45) days of being notified by the Department that a fire hydrant is not working, pending ~~National S~~ supply availability of equipment and parts;

- 4.3. Emergency scene assistance services in support of the Department's efforts;
- 4.4. Maintenance of the County radio system;
- 4.5. Assistance to the Department with fire prevention and community awareness programs within the Department's District;
- 4.6. A staffed EMS Transport Unit with certified Advanced Life Support (ALS) personnel at all confirmed structure fires or other emergency scenes with extended time periods for the medical monitoring of the firefighters and other emergency workers on the scene;
- 4.7. A staffed EMS ambulance and medical services rehab unit as requested on the scene of any live fire training within the District, provided that the Department has given at least thirty (30) days' notice to the SCEMS Operations Manager of such live burn.
- 4.8. A common incident reporting software, ~~as agreed to by all Departments~~ selected in consultation with all departments, and when applicable and necessary, software updates and annual software support, provided that personnel information and data ~~that is treated~~ in compliance with North Carolina State law and federal regulations to protect employee privacy.
- 4.9. Such additional services and support may be needed and mutually agreed between the County and the Department as circumstances may dictate from time to time.
- 4.10. Inspections of all public buildings as set forth in the North Carolina Building Code and the North Carolina General Statutes.
- 4.11. Investigations of fires, arsons, fire deaths and fire injuries ~~when requested by the Chief or Designee of the District in which the fire occurred.~~
- 4.12. Provide National Fire Protection Association resource materials on fire prevention, instructional or fire service standards that SHALL be made available through the Fire Marshal's office electronically or in print.

5. DEPARTMENT'S NON-PROFIT CORPORATION STATUS

- 5.1. The Department AGREES to maintain its nonprofit corporation status pursuant to Applicable Law, including without limitations the United States Internal Revenue Service (IRS) regulations and Chapter 55A of the North Carolina General Statutes at all times during the term of this Agreement.
 - 5.1.1. In the event that the Department loses its non-profit corporation status with the Internal Revenue Service, the Department SHALL promptly, but in any event no later than five (5) days from the time when the Department receives notice thereof, report the loss of the non-profit

corporation status to the County.

5.1.2. The Department WILL establish safeguards to prevent the appearance of or actual conflicts of interest or personal gain including, but not limited to the adoption of an ethics policy.

5.1.3. The Department WILL comply with all State and Federal laws applicable to the Department as a non-profit corporation.

6. NORTH CAROLINA OFFICE OF STATE FIRE MARSHAL RATING AND INSPECTIONS

6.1. The Department AGREES to engage in efforts to maintain or improve its rating (as of the Effective Date of this Agreement) with the North Carolina Office of State Fire Marshal Rating and Inspections Division throughout the term of this Agreement.

6.1.1. The Department AGREES that its goal will be to have an Property Protection Class rating no ~~less-poorer~~ than a 9S rating for the territory within five (5) road miles of the main station or substation(s), and no ~~less-poorer~~ than a 9E for the territory more than (5) road miles but less than six (6) miles from the main station or substation(s).

6.1.2. The Department AGREES to endeavor in good faith to make changes to its internal systems to obtain the Class 7 rating or below for all of the structures within its District.

6.2. In the event that the Department's Property Protection Class rating is ~~lost~~ adversely impacted solely due to the Department's inability to meet the required Property Protection Class standards, or if the Department is placed on probation by the North Carolina Office of the State Fire Marshal, the Department AGREES to prepare and submit to the County Fire Marshal a plan to obtain its previous Property Protection Class rating again within a one (1) year period.

6.2.1. The plan SHALL be submitted within 30 days of the time when the Department is notified of having a rating increase.

6.2.2. The plan SHALL include specific steps to be taken to attain the previous Property Protection Class rating, including, without limitation, a project timeline and the projected costs associated with taking ~~the~~ corrective action.

6.2.3. In the event the Department believes its rating increased due to the action of the County, the Department SHALL notify the Fire Marshal.

7. RESPONSE TIMES AND RESPONDING PERSONNEL

7.1. The Department and the County mutually agree that Department's response times, and the amount of trained personnel on emergency scenes are an

essential component of providing an acceptable level of service to the community. The DEPARTMENT AGREES to monitor response times, on-scene staffing levels and to develop strategies to address any response time, and/or on-scene staffing issues if they arise.

7.1.1. If the Department fails to respond to emergency calls dispatched in their primary district for five ~~Percent-percent~~ (5%) or more of the incidents during any ~~one~~ fiscal year when the Department is dispatched but does not respond, those failures to respond may constitute a breach of contract.

7.1.2. If the Department has ~~5%~~ five ~~Percent-percent~~ (5%) or more such failures, the Fire Commission SHALL assess the events and the circumstances then existing, and the Department's ability to respond.

7.1.3. After its investigation, if the Fire Commission is of the opinion that the Department could have responded to the calls using the existing resources, the Fire Commission may recommend that the County deem this Agreement to have been breached, or may recommend that the County not deem the Agreement to have been breached.

8. SERVICE PERFORMANCE MEASUREMENT

8.1. The County ~~SHALL receive~~ will gather reports from the Stokes County Dispatch Software as well the Fire Incident Reporting Software to show the following ~~Key~~-Performance Indicators, at a minimum:

8.1.1. Dispatch ~~to the first unit responding and/or the first responding personnel~~ response times.

8.1.2. ~~Non-Responses~~ failures to respond.

8.2. Property Protection Class ratings as well as performance indicator data will be considered by the County when drafting and adopting future-year budgets.

9. DEPARTMENT TRAINING

9.1. The Department AGREES to provide initial training and continuing education and maintain records of members of the Department. These guidelines will ensure that such initial training and continuing education strive in good faith to meet or exceed all requirements of the State of North Carolina, including, without limitation, a minimum standard of thirty-six (36) hours of fire training per Department member annually.

9.2. Training records SHALL include, but not be limited to, the following: names of courses that have been completed, time spent in training for each course, the course dates, instructors, and the place where the course was held.

- 9.3. Appropriate information SHALL be entered into a Record Management System on all training held by the Department or attended by its volunteers and employees.

10. PROCESS FOR FIRE DEPARTMENT FUNDING

- 10.1. In order to assist the County with establishing the amount of the annual appropriation to the Department for providing the Services, the Department AGREES to conform to the County's budget calendar and to participate in the County's budget processes for adoption of the fiscal year budget. The Department AGREES to submit a budget approved by its Board of Directors to the Fire Marshal's Office as secretary to the Fire Commission based upon the Department's estimate of the costs of providing service for the upcoming fiscal year. The Department AGREES to electronically provide its budget submittal request in a form agreed upon between ~~by~~ the Fire Commission and the County Manager ~~electronically~~. The Department SHALL provide in its budget request sufficient information for the Fire Commission and County management to determine the source(s) and estimated amounts of all revenue anticipated by the Department for the coming fiscal year.
- 10.2. The Department SHALL coordinate all construction of new facilities with the Fire Commissioners and the Stokes County BOCC. The Stokes County BOCC will initially provide funding for design. Upon their approval of building design, the Stokes County BOCC will provide funding for construction. The Department SHALL retain all other control and decision-making authority regarding the bid process and ~~the design and~~ building processes. The Department SHALL comply with all applicable laws related to the construction process of building a new station or sub-station, except that to save public funds, the Parties agree that the County may waive all fees related to building new stations or sub-stations and may grant variances to the Zoning Ordinance, but is not obligated to do either.
- 10.3. To plan for budget allocations for the next fiscal year, and for the future, the Department AGREES:
- 10.3.1. To submit to the Fire Marshal/Fire Commission a current and complete replacement schedule for Capital items and a listing of capital equipment items that are planned to be purchased within the next fiscal year;
- 10.3.2. To allow the County Fire Marshal's Office, or designee, upon reasonable notice, to visit any of the Department's stations and perform an inventory of all Capital items; and complete a NCOSFM 9S inspection packet Bi-Annually conducted by the Stokes County Fire Marshal's Office.

- 10.3.3. Paid Staff Funding is allotted to pay individuals to respond to calls. This SHALL not be used to pay Administration Staff, Secretary, Treasurer, or reimbursement for anything other than emergency services.

11. COLLECTION OF FIRE TAXES - ANNUAL COUNTY ALLOCATION

- 11.1. It is understood and agreed by the parties that the amount of the Service District Taxes imposed by and through the Board of Commissioners is an estimate of the taxes required to generate anticipated revenues. The total amount of revenue generated is contingent upon the collection rate in a given Fiscal Year.
- 11.2. Pursuant to the budgetary authority set forth in N.C.G.S § 159-13, the amount appropriated to the Department for ~~Fiscal Year 20XX/20XX~~ any fiscal year, and for any fiscal year thereafter that this Agreement remains in effect, is ultimately determined and adopted ~~since the last budget submission~~ by the Board of County Commissioners as deemed in its sole discretion. ~~But shall not be less than or more than (set the bottom rate and top rate)~~
- 11.3. When determining the recommended Annual County Allocation, the County Fire Commission and County management SHALL consider whether or not the Department provides Medical Responder services, and those Departments which do provide Medical Responder services may be funded at a higher comparative level than Departments which do not provide the service.

12. PAYMENT OF FUNDS TO THE FIRE DEPARTMENT

- 12.1. ~~After the Department and the County have properly executed this Agreement, t~~he County agrees to pay the Department the Annual County Allocation appropriated by the Board of Commissioners for the fiscal year. ~~The County will remit payments to the fire departments as service district taxes are collected. The County will withhold the monies appropriated for salaries and will distribute them monthly.~~
- 12.2. Each month, The Fire Department WILL receive ~~twelve equal~~ a ~~payments~~ equal to their expenditures for qualifying staffing expenses for the previous month. ~~of funds for staffing each month.~~
- 12.2.1. The remainder of the unused staffing funds will be held in reserve in fire district fund balance.
- 12.2.2. The Department SHALL submit a detailed report of hours worked and salaries /wages/benefits paid. This report SHALL show time of day covered, employee salaries for that month that is in compliance with North Carolina State law and federal regulations to protect employee privacy.
- 12.3. For non-staffing operational funding, the County will disperse funds in a

manner and with timing consisted with that used in the prior year unless notification is provided to all departments of intended changes prior to January 1 of the prior fiscal year. Changes may be made with less notification if agreed upon by all departments. The Department WILL receive twelve equal payments of funds for operations each month.

- 12.4. Any fire or rescue agency that fails to comply or make satisfactory improvements to comply with the Fire and Rescue Protection Agreement, SHALL have all future allocated payments suspended or revoked by the County until sustainable improvement has been demonstrated and approved by the Stokes County Fire Commission, subject to the provisions set forth in Section ~~XX-20~~ below.

13. STOKES COUNTY FIRE AND RESCUE ASSOCIATION OR ANY OTHER LIKE KIND ENTITY ADOPTED BY THE CHIEFS

- 13.1. The Department ~~MAY and~~ is encouraged to participate, through membership, in the Stokes County Fire and Rescue Association or any other like kind association adopted by the Chiefs, in an effort to meet the following objectives:

- 13.1.1. To coordinate the efforts of the Fire Departments of Stokes County.
- 13.1.2. To promote the exchange of information among all fire departments;
- 13.1.3. To assist in the training of all firefighters within Stokes County;
- 13.1.4. To keep all fire departments informed of the quality and quantity of equipment being used among the fire departments in Stokes County; and
- 13.1.5. To keep all fire departments informed about new or existing equipment, and ways that fire departments are being operated across the United States, North Carolina, and locally.
- 13.1.6. To maintain a liaison with Stokes County, to assist in promoting excellence in fire protection; and
- 13.1.7. To keep all fire departments within Stokes County abreast of the benefits (local, state and federal) available to firefighters and their families.

14. INSURANCE REQUIREMENTS

- 14.1. The Department WILL purchase coverage as it may deem appropriate for the protection of the Department, its employees, members or personnel. The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy SHALL name the County of Stokes as an

additional insured.

- 14.2. To facilitate the County's understanding of its risk profile in association with being a potential second insured party, the Department will provide a copy of its insurance policies to the Fire Marshal's Office at the time of each annual budget request.

15. INDEMNIFICATION

- 15.1. The Department AGREES to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of any kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, debts, or causes of action arising solely and singularly from any act or omission by the Department, its officers, agents, and employees, up to the limits of insurance as detailed herein.
- 15.2. The indemnification provided for herein SHALL not be construed as a waiver of any applicable defense of governmental, sovereign, qualified, public official, statutory, or common law immunity, and SHALL not prevent the County 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.

16. MEDICAL REPORTING: The Department AGREES to make medical reports available to the County's EMS Department. The disclosure of medical reports or other data pertaining to personally identifiable health information SHALL be made to the EMS Department in accordance with all applicable law.

16.17. FINANCIAL AUDIT AND FINANCIAL INFORMATION

- ~~16.1.~~ 17.1. The County will contract with a CPA firm of the County's choosing to perform the Agreed Upon Procedure, and to provide an accompanying management letter. The Agreed Upon Procedure and accompanying management letter SHALL be prepared in accordance with the definition of the Agreed- Upon Procedure in this Agreement and the Exhibits that are a part of it. The Service District Funds SHALL be used to pay all fees and expenses charged by the CPA firm that is hired.
- ~~16.2.~~ 17.2. The Department understands that Agreed-Upon Procedure and the management letter are agreed to in consideration of not only the funding provided under this Agreement, but also the other consideration provided to the Department by the County, including, without limitation, those services set forth herein.
- ~~16.3.~~ 17.3. The Department AGREES to provide the CPA firm with access to all

records needed to perform the Agreed-Upon Procedure and the accompanying management letter. All required information will be delivered to the CPA firm's office. The Agreed-Upon Procedure will be completed by March 1st of the then-current Fiscal Year, and the County agrees to provide the Department a copy of findings of the CPA firm and the accompanying management letter within thirty (30) days of completion.

~~16.4.~~17.4. The County and the Department mutually recognize, acknowledge and agree that all documents and data owned by the Department and entrusted to the auditors SHALL remain private and confidential between the auditors and the Department. Under no circumstance SHALL any documents or data owned by the Department as an independent non-profit corporation and used in any way by the auditors to conduct the Agreed Upon Procedure and memorandum, be made a matter of public record, except the Department's last five (5) years' IRS Form 990s, its audit, and the auditor's accompanying memorandum, and otherwise as by law provided or by order of the Courts.

~~16.5.~~17.5. In the event that the auditor identifies any deficiencies during the course of the Agreed Upon Procedure, the Department SHALL provide to the County an explanation for any such deficiencies. If the County deems the deficiency to be a breach of this Agreement, the procedure in Section ~~26-20~~ SHALL be followed.

~~17.18.~~ **FIRE INVESTIGATIONS**

~~17.1.~~18.1. The Department AGREES to ensure that its officer in charge at all fire scenes attempts to determine the origin and cause of every fire (as outlined in NCGS 58-79-1). When the officer in charge cannot determine the origin and cause of a fire, or if the cause is suspected to be incendiary in nature, the officer in charge SHALL request a representative from the Fire Marshal's Office to conduct an investigation and provide scene security.

~~17.2.~~18.2. The Department MAY request for a response from the Fire Marshal's Office for all situations that include injuries or deaths involving fires, explosions, or burns.

~~17.3.~~18.3. Fire department operations SHALL not cease for the purpose of protecting the integrity of the scene and subsequent investigation prior to the arrival of the County Fire Marshal's Office. All suspicious or incendiary woods, grass, or brush fires SHALL be reported immediately to the North Carolina Forest Ranger and the fire scene SHALL be secured until the Forest Ranger arrives.

18.4. The Department AGREES to provide whatever reasonable assistance that is needed by the Fire Marshal's Office staff and/or North Carolina Forest Ranger at the fire scene.

~~18.19.~~ **MUTUAL AID.**

~~18.1.~~19.1. The Department AGREES to maintain mutual aid agreements that cover the entire Stokes County Service District.

~~18.2.~~19.2. The Department MAY establish, maintain, modify or revoke mutual aid agreements that cover other geographical areas at their sole discretion.

19.20. BREACH OF CONTRACT

~~19.1.~~20.1. In the event the Department or the County fails to comply with the requirements of this Agreement, either may declare a breach of contract. In such cases, the payment of County funds may be suspended. However, if the parties understand and agree that fire protection and other emergency services are critical to the health, safety, and welfare of the citizens of Stokes County, and that it is impossible for the Department to provide those services without adequate funding. If the County determines that the Department has failed to comply with the requirements of this Agreement, including the requirements that the Department maintain its non-profit status with the Internal Revenue Service and the requirement that the Department maintain its corporate status by making regular filings and payments to the Secretary of State's office, In the event that either party declares a breach of contract before the County suspends monthly payments, the parties will proceed as follows to prevent the disruption of services.

~~19.1.1.~~20.1.1. The County Declaring party SHALL notify the Chief Board of Directors of the other party and, the Fire Commission and Chairperson of the Department's Board of Directors in writing of the deficiencies, specifying all items to be changed, improved, or stopped. Service of notice on the Chief and the Department's to the Board Chairperson SHALL serve as notice to the Department entire organization.

~~19.1.2.~~20.1.2. After it receives receiving notice, the County or Department SHALL have thirty (30) days to provide an action plan to address any such deficiencies to the other party's Board of Directors and the Fire Marshal's Office and the Fire Commission. Failure to submit an approved action plan may result in Breach of Contract.

~~19.2.~~20.2. If, after the inspection 30 days, the declaring party Fire Marshal's Office and the Fire Commission determines that the deficiency or deficiencies have not been rectified, and that sufficient efforts to rectify the deficiency or deficiencies have not been undertaken, the Fire Marshal's Office declaring party SHALL notify the other party's Board of Directors in writing of intent to terminate the contract or intent to allow more time for the breaching party to resolve remaining deficiencies. County Manager and Chairman of the Department's Board of Directors, of the Fire Commission's recommendation in writing. Service of notice on the Department's Board Chairperson SHALL be notice to the Department.

~~19.3.~~20.3. After notice to the Department's Board Chairperson In the event of a

Department Breach of Contract, after the initial 30 day resolution period, the County Manager may suspend payments by the County to the Department until such time as the Department SHALL meet the minimum requirements of this Agreement.

20.21. TERM AND TERMINATION

20.1.21.1. Term: This Agreement SHALL commence on the Effective Date and SHALL remain in full force and effect for an initial period ending on ~~XXXXXthe~~ following June 30, at midnight ("Initial Term") unless earlier terminated as provided herein. Upon the expiration of the Initial Term and each subsequent renewal term, this Agreement SHALL be ~~voted on by the County Commissioners~~ automatically renew for an additional term of one year thereafter, based on the County's fiscal year period from **July 1st** through **June 30th** of each year; unless modified by mutual Agreement or terminated by either party as provided herein.

20.2.21.2. Termination: This Agreement may be terminated as follows:

~~20.2.1.21.2.1.~~ For Cause under Section 20 of this Contract: By either party, hereto in the event the other party breaches any of its material obligations, and if the procedure set forth in Section ~~26-20~~ has been completed, and the breach continues to exist.

~~20.2.2.~~ For Cause under Certain other Conditions: Certain specific situations are of such consequence that the Agreement may be terminated For Cause without following the procedure set forth in Section 20. The following specific actions by the the Department SHALL allow the County to terminate the agreement for Cause upon (5) days' notice: 20.

(a) Bankruptcy or Receivership:

1. If the Fire Department is placed in a Receivership pursuant to Article 38 of Chapter 1 of the General Statutes or is placed in any type of bankruptcy pursuant to 11 U.S. Code 101, et. seq.; and
2. If the proceeding is not discharged or vacated within sixty (60) days of being filed; and
3. If termination of the Agreement is approved by the Court administering the bankruptcy or receivership.

(b) Insolvency: If the Fire Department is adjudicated insolvent, under state and/or federal regulation, or by a Court having jurisdiction to make that determination.

(c) Cessation of Operation: If the Department ceases to do business or otherwise terminates its business operations.

- (d) Non-Approved Merger: If the Department is a party to a merger other than an Approved Merger as defined in this Agreement.
- (e) Transfer of Assets: If the Department makes a transfer of assets that does not comply with Section 28.
- (f) Accounting Deficiencies: If the Department is unable or unwilling to make a satisfactory plan for correcting any deficiencies found to exist by an auditor.

~~20.3.21.3.~~ ~~The County may terminate the contract during~~ Termination at the end of any one-year term.

~~20.3.1.21.3.1.~~ Non-Renewal Notice: The parties hereto may terminate this Agreement at the end of the term upon written notice to the other party no later than one- hundred and eighty days (180) days prior to the expiration of the Agreement.

~~20.3.2.21.3.2.~~ Notices: Notices required in this Section SHALL be reasonably specific concerning the cause for termination and SHALL specify the effective date and time of termination.

~~20.3.3.21.3.3.~~ Effect of Termination: Termination of this Agreement for any reason SHALL not release any party hereto from obligations incurred under this Agreement prior to the date of termination. All services required to be performed under the terms of this Agreement SHALL be provided through the effective date of termination, and all payments which come due from the County to the Department through the effective date of termination SHALL be paid. Termination of this Agreement for any reason SHALL not form the basis of any claim for loss of anticipated profits by either party.

~~20.4.21.4.~~ In the event this Agreement is terminated, or it expires, and is not renewed, and if, as a result, the Department ceases to conduct business, the provisions of Section ~~XX-21~~ SHALL control any disposition of the Department's net assets.

~~21.22.~~ ACQUISITION AND DISPOSITION OF DEPARTMENT PROPERTY

~~21.1.22.1.~~ County's Interests: The County has an interest in being assured that the Department's assets will be acquired and disposed of in a legal manner and for written consent of the use of the taxpayers of Stokes County because it assists with the funding for ongoing operations of the Department. The County also has an interest in being assured that the net assets purchased with County funds be used to provide a service to its residents.

~~21.2.22.2.~~ ~~to its residents~~ The County of Stokes SHALL be listed as a lien holder on all current and future apparatus and real property purchases with service tax dollars.

~~21.3.2~~22.3.3. Applicable Law Limitations on the Department's Legal Ability to Disposition of its Assets: The Department is required by this Agreement to follow all Applicable Law in conducting its business. The Department cannot agree to a term of this Agreement which contravenes Applicable Law. Examples (but not an exhaustive listing) of Applicable Laws which may control whether the Department has any net assets to be disposed of are as follows:

~~21.3.1-22.3.1~~22.3.1. Merger: In the event of an Approved merger, the Department WILL comply with the provisions of its Articles of Incorporation, its Bylaws, and the provisions of Article 11 of Chapter 55A of the General Statutes of North Carolina and with its Plan of Merger. Fire Departments regularly merge with other neighboring Fire Departments in order to limit administrative and other costs, to provide better leadership, to provide more uniform and improved types of services, to make more efficient use of resources and for other reasons. Ordinarily, when two non-profit Fire Departments merge, one of them assumes all the debts, obligations and contractual obligations of the other and receives all the assets and contractual rights of the other. Existing Agreements are not terminated, but they continue in effect and are honored by the surviving Department. It is not the intention of either party to prevent the Department from being a party to an Approved Merger as that term is defined in this Agreement. In the event of an Approved Merger, there will be no net assets to be disposed of. If there are remaining assets to be disposed, they will be disposed of as provided in this Section. If the Department is a party to an Approved Merger, it SHALL arrange that the surviving entity to whom assets may be transferred will complete payment of all its debts and obligations.

~~21.3.2-22.3.2~~22.3.2. Transfer of Assets: The Department WILL only make a transfer of assets in compliance with the provisions of its Articles of Incorporation, its Bylaws, the provisions of Article 12 of Chapter 55A of the General Statutes of North Carolina, the Internal Revenue Code, and with this Section of this Agreement.

~~21.3.3-22.3.3~~22.3.3. Dissolution. In the event of dissolution, the Department WILL comply with the provisions of its Articles of Incorporation, its Bylaws, and the provisions of Article 14 of Chapter 55A of the General Statutes of North Carolina and all other Applicable Law and with this Section of this Agreement.

~~21.3.4-22.3.4~~22.3.4. Distribution: The Department WILL ~~not~~ NOT make a distribution except upon dissolution. If the Fire Department disposes of some of its property during the course of normal business operations, it SHALL do so as provided in this Section. In the event of distribution upon dissolution, the Department WILL comply with the provisions of

its Articles of incorporation, its Bylaws, and the provisions of Article 13 of Chapter 55A of the General Statutes of North Carolina, all other Applicable Law, and with this Section 28 of this Agreement. Any remaining assets SHALL be distributed as provided in this Section.

~~21.3.5~~22.3.5. Mortgages and Security Agreements: At times, a Department MAY place a lien upon its property to secure a loan in the course of normal business operations. If there is a lien attached to an item of real or personal property, the lienholder must be paid and satisfied before that property can be transferred to any other entity. Any net assets remaining SHALL be disposed of as provided in this Agreement. A Department SHALL ~~not~~ NOT cause a lien to be placed on any property which is owned by the County, including but not limited to any radio equipment purchased by the County and loaned to the Department without consent by the County Manager.

~~21.3.6~~22.3.6. Bankruptcy and Receivership: The Department WILL comply with the terms of the United States Bankruptcy Code if it is placed in bankruptcy, or with the terms of Article 38 of Chapter 1 of the General Statutes of North Carolina if a Receiver is appointed by the North Carolina Courts to control its operations. Any net assets remaining SHALL be distributed as provided by this Section.

~~21.4~~22.4. Acquisition of Property with Funds from a Federal Agency: If the Department receives any funding from a federal agency, the Department SHALL adopt a procurement policy that meets federal standards.

~~21.5~~22.5. Disposition of Property Acquired Before the Date of this Agreement During the Normal Course of Business: Within the confines of its Articles of Incorporation, its Bylaws and Chapter 55A of the General Statutes, and other Applicable Law, the Department WILL obtain a reasonable value for any property it owns having a substantial value of more than \$5,000.00, which property has been purchased in whole or in part with County funding. The County, as well as Fire Departments within the County, SHALL have the option to purchase the property prior to the property being offered to an outside organization. Any proceeds obtained from the sale of property acquired, in whole or in part, with Fire Tax SHALL be used in the same manner as Fire Tax.

~~21.6~~22.6. Disposition of Property Purchased After the Effective Date of Agreement. Any equity remaining either as assets or as proceeds from the sale of assets which were purchased with Fire Tax Funds and/or County general funds after the effective date of this Agreement and which remains after the Department complies with all Applicable Law SHALL be returned to the County within ten days of the time it is determined to be excess, unless otherwise agreed to by the fire or rescue agency and County Manager.

~~21.7.~~22.7.Disposition of Assets upon Dissolution. If the Department is dissolved, Chapter 55A and all other Applicable Law requires the Department to liquidate its assets and pay its debts. To the extent that all Applicable Law allows, the Department SHALL distribute all assets remaining after the payment of debts in the following order of priority:

~~21.7.1.~~22.7.1. To a non-profit entity or government entity providing fire protection within the District of the Department.

~~21.7.2.~~22.7.2. If there is not a non-profit entity as described in 1. above which wants the property, then the Department SHALL transfer its remaining assets to a non- profit entity which provides fire and or rescue services to Stokes County.

~~21.7.3.~~22.7.3. If there is not a non-profit entity as described in 2. above which wants the remaining assets, the Department SHALL transfer its remaining assets to the County.

~~21.8.~~22.8.When Section Not Applicable. Paragraph F. of this Section SHALL not apply if the County terminates this Agreement and begins to provide fire protection and rescue services through a County Agency, notwithstanding the facts (1) that the Department is in compliance with this Agreement, and (2) has not breached the Agreement, and (3) the Department is able and willing to continue to comply with this Agreement.

~~22.~~23. **SEVERABILITY**

~~22.1.~~23.1.The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions SHALL remain in full force and effect and SHALL not thereby be affected unless such ruling SHALL make further performance hereunder impossible or impose an unconscionable burden upon one of the parties. The parties SHALL endeavor in good faith to replace any invalid, illegal, or unenforceable provisions with a valid provision, the rights, and obligations of which come as close as practicable to that of the invalid, illegal, or unenforceable provision.

~~23.~~24. **DISPUTE RESOLUTION AND FORUM SELECTION**

~~23.1.~~24.1.This Agreement SHALL be governed by and in accordance with the laws of the State of North Carolina without regard to its conflict of laws rules. All actions relating in any way to this Agreement SHALL be brought in the General Courts of Justice in Stokes County, North Carolina. Any mediation of any dispute arising under this agreement SHALL be conducted in Stokes County, North Carolina unless both parties agree on some other location. The County and the Department recognize, acknowledge and agree that either party's resort to formal legal proceedings may involve substantial commitments of time and resources and may cause unnecessary disruption

of the service each party provides to the community; therefore, to the extent that either party contends the other has failed to meet the obligations of this Agreement, the parties agree that they will follow the pattern for dispute resolution set forth hereafter:

~~23.1.1.~~24.1.1. Injunctive Relief. Notwithstanding the provisions of this Section 32, either party may bring an action in a court having jurisdiction in equity for immediate and emergency injunctive relief. Any such action or actions in a court exercising its emergency powers in equity for preliminary or permanent injunctive relief SHALL be deemed an exception to the requirement that any claim be first submitted to mediation as detailed herein.

~~23.1.2.~~24.1.2. Mandatory Pre-filing Mediation. Except as provided in Subsection 32 A, before either Party initiates a lawsuit, the parties agree to participate in mediation. Mediation SHALL be conducted within forty-five (45) days (or such other period as is mutually agreeable to the parties) from the time when one party sends written demand to the other. Unless the parties agree otherwise, the Mediator SHALL be a mutually agreed upon and Certified North Carolina Superior Court Mediator. The mediation SHALL be conducted in accordance with the Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions and in accordance with the rulings of the N. C. Dispute Resolution Commission. Unless otherwise agreed, each Party will bear its expenses in pursuing mediation, and the parties will share equally in the fees charged by the Mediator. Any statute of limitations will be tolled for

~~23.1.3.~~24.1.3. the period from the demand for mediation through the conclusion of the mediation.

~~23.1.4.~~24.1.4. Litigation If Mediation Unsuccessful. In the event that the Parties participate in mediation as provided in Section 32 B, but do not resolve the issues between them in the mediation process, or if a Party violates this agreement by refusing to participate in mediation, either Party may file a lawsuit in the General Court of Justice in Stokes County.

~~23.2.~~24.2. NOTICES

~~23.2.1.~~24.2.1. All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement SHALL be sufficient in all respects if given in writing and delivered in person; by overnight courier; or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following addresses:

IF TO STOKES COUNTY:

County Manager
P.O. Box 20
Danbury NC 27016

IF TO FIRE DEPARTMENT-:

24.25. AMENDMENT/ASSIGNMENT

24.1.25.1. This Agreement may not be amended except in writing signed by the parties hereto. Except in the case of an Approved Merger as provided in Section 28, this Agreement is not transferable or assignable by either party without the written consent of the other party to this Agreement which SHALL not be unreasonably withheld.

25.26. NO WAIVER

25.1.26.1. Failure of a party to enforce any of the provisions of this Agreement at any time, or to request performance by the other party pursuant to any provision of this Agreement SHALL in no way be construed as a waiver of any such provision, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the non-enforcing party to enforce each and every provision of this Agreement.

26.27. MUTUALLY-DRAFTED AGREEMENT

26.1.27.1. The Department and the County hereby acknowledge that each participated in the negotiation and drafting of this Agreement. Accordingly, the Department and the County agree that any rule of construction of contracts allowing for the interpretation of this Agreement to be construed against the drafting party is inapplicable to this Agreement.

27.28. HEADINGS

27.1.28.1. The Section headings used herein are for reference and convenience only and SHALL not enter into or affect the interpretation and enforcement of this Agreement by either party.

28.29. ENTIRE AGREEMENT; MERGER

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

29.30. COUNTERPARTS

29.1.30.1. This Agreement may be executed in several counterparts, all of which

SHALL constitute one agreement binding on all parties hereto,
notwithstanding that all parties have not signed the same counterpart.

30.31. AUTHORIZATION

31.1. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery, and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

Stokes County:

By: _____ Date: _____

Chairman of the Board of Commissioners

Department Name: _____

By: _____ Date: _____

Chairman of the Board of Directors

Exhibit A, attached

EXHIBIT "A": SUGGESTED INSURANCE REQUIREMENTS

In the interest of promoting a mutually beneficial risk profile, the following insurance coverage guidelines are suggested for the Department:

1. Comprehensive Automobile Liability Insurance with combined single limits of at least \$1,000,000.00 per occurrence. Coverage to be provided under a symbol "1". Coverage to apply, on an excess basis for hired, borrowed and non-owned vehicles. Coverage to apply, on a primary basis, for commandeered vehicles. Volunteers or employees to be considered Insured, and volunteers and employees to have coverage excess of their personal auto liability limits when they are using their vehicles on behalf of their insured department. Fellow members' liability to be provided. Auto pollution liability to be included in the coverage.
2. Automobile collision and comprehensive coverage for emergency vehicles, other than private passenger vehicles, to be provided on an agreed value basis. Coverage to apply to owned and/or leased vehicles. The Department should attempt to set the agreed value at an amount that will replace the vehicle with a new vehicle, built to similar specifications and brought up to current NFPA, DOT or other national specifications. Coverage to apply, on a primary basis, to hired, borrowed and commandeered vehicles. Coverage will be on an actual cash value basis for the hired, borrowed and commandeered vehicles.
3. Comprehensive General Liability Insurance with limits of at least \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. The aggregate to apply per named insured and per insured location. The policy to include the following coverage: Volunteers or Employees as Insured, Medical Malpractice, Good Samaritan Liability Coverage, Intentional Acts Coverage for both Bodily Injury or Property Damage, fellow Member Liability, Non- owned Watercraft, Fire Damage Legal Liability with Limits of \$1,000,000.00, Pollution Liability arising out of Emergency Operations away from the Department's Premises, Training Activities or Equipment Washdowns.
4. Directors and Officers Liability Insurance with Limits of at least \$1,000,000.00 per occurrence with \$3,000,000.00 aggregate. This policy to include coverage for prior acts.
5. The Insured to include current volunteers and employees, former volunteers and employees and any persons or organizations providing service to the Department under an automatic aid Agreement and mutual assistance contract or similar Agreement.
6. Umbrella Liability Insurance with Limits of at least \$ 1,000,000.00 per occurrence and
7. \$2,000,000.00 aggregate. The umbrella policy to provide excess coverage over the Auto Liability Policy, General Liability Policy and the Employer's Liability Section of the Workers Compensation Policy. Volunteers and employees to be included as Insured.
8. Property Insurance protecting against the risk of direct physical loss or damage. The

policy covering the building to be written on a Guaranteed Replacement Cost Basis with coverage included for Building Ordinance, Flood and Earthquake. Coverage to include the replacement cost of Commandeered Property including coverage for Loss of Use. Contents coverage to be provided on a replacement cost basis. Coinsurance penalties to not apply.

9. Portable Equipment Coverage to be provided protecting against the risk of direct physical loss or damage, including electrical surges. Coverage to be provided on a Guaranteed Replacement Cost Basis.

10. The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy to name the County of Stokes as an additional insured.

11. The Department SHOULD obtain a **Fidelity Bond** for at least one and one-half times

12. Worker's Compensation - Coverage for all paid and volunteer emergency workers for statutory limits in compliance with all applicable State and Federal laws.

FIRE SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into this first day of XXXX, 20XX by and between

STOKES COUNTY, hereinafter referred to as the "County," and ____ VOLUNTEER FIRE DEPARTMENT hereinafter referred to as the

"Department." (collectively, the "Parties" and individually as a "Party").

WITNESSETH:

WHEREAS, the Department has a recognized history of dedicated service, having provide essential fire protection and other related emergency services to the citizens of Stokes County for all of the years of its existence; and

WHEREAS, the County and Department desire to contract with each other for the mutually agreed and mutually recognized goal of attempting to achieve the highest levels of protection to the persons who live, work, or are otherwise present in the County; and

WHEREAS, North Carolina General Statutes §69-25.5 states that counties may provide for fire and rescue protection in a designated district by contracting with any incorporated nonprofit volunteer or municipal fire department; and

WHEREAS, this Agreement is authorized by North Carolina General Statutes Sections 153A11 and 153A- 13 and N.C.G.S. Chapter 153A, Article 11; and

WHEREAS, the Department is incorporated pursuant to Chapter 55A of the North Carolina General Statutes and is operating as an independent nonprofit volunteer fire department within Stokes County, North Carolina; and

WHEREAS, the fire districts of Stokes County have boundaries defined by descriptions on file in the Stokes County Fire Marshal's Office; and

WHEREAS, the Department has acquired and owns equipment, land, and buildings for the operation of the Department; and

WHEREAS, the Department's goal is to employ trained, experienced and skilled personnel and the workforce is composed of trained, experienced and skilled members; and

WHEREAS, the County levies and collects Service District taxes from its citizens to assist in the funding of fire protection services for its citizens living in the service district areas; and,

WHEREAS, the County is contracting with the Department to provide service within the area as further defined in Section 1 (12) (the "District")

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

1. DEFINITIONS

- 1.1. Annual County Allocation: The amount of County funds allocated by the County Commissioners for the support of the Department during the applicable Fiscal Year.

- 1.2. Applicable Law: All laws, rules, regulations, ordinances, codes, standards, orders, and actions of any and all governmental bodies, agencies, authorities, and courts that may now or hereafter be applicable to the performance of duties under this Agreement.
- 1.3. Approved Merger: A merger to which the Department is a party, and:
 - 1.3.1. The other party to the merger is a Fire Department having its principal office and place of business in Stokes County and is a department which has entered into a Fire Services Agreement with Stokes County containing the same terms and conditions as this Agreement; or
 - 1.3.2. The other party to the merger and the Plan of Merger has been approved by the Fire Marshal, Fire Commission, and the Board of County Commissioners.
- 1.4. Board of Commissioners: The Stokes County Board of Commissioners.
- 1.5. Fire Commission: The Stokes County Fire Commission
- 1.6. Board or "Board of Directors": The Department's Board of Directors, as defined in N. C. G.S. § 55A-1- 40 (2) is: " ... the group of natural persons vested by the corporation with the management of the Department's affairs whether or not the group is designated as directors in the articles of incorporation or bylaws."
- 1.7. Capital Expenditure: All expenditures for purchases of buildings, building additions, alterations, repairs or improvements and all expenditures for or purchases of additional or replacement furniture, machinery, vehicles or equipment, hardware or software, where the cost of such expenditure or purchase is ten thousand dollars (\$10,000) or more, or where the depreciable life of the applicable item is in excess of three (3) years.
- 1.8. Capital Item: The actual property which was purchased or otherwise received by the Department as a Capital Expenditure.
- 1.9. CPA: Certified Public Accountant.
- 1.10. Department: A fire department receiving funding from the fire service district.
- 1.11. Effective Date: The effective date of this Agreement is the date this contract is signed and executed.
- 1.12. Fire District: The primary District of the Department includes the property lying within the boundaries of the district.
- 1.13. SCEMS: Stokes County Emergency Medical Services
- 1.14. EM: Stokes County Emergency Management
- 1.15. Chief: The Chief of a Fire or Rescue Department.
- 1.16. Fire Marshal: Any representative from the Stokes County Fire Marshal's Office.
- 1.17. Fiscal Year: Stokes County Fiscal Year is from July 1st through June 30th. The Department's Fiscal Year is: July 1st through June 30th.

- 1.18. GAAP: Generally accepted accounting principles.
- 1.19. Failure to respond: Failure to meet response criteria of one engine and four qualified firefighters to fire related calls within the department's service district or one qualified medical responder with appropriate lifesaving supplies and equipment for medical related calls within the department's service district
- 1.20. Services: Fire protection, heavy/technical rescue, medical responder, and associated emergency- related services (as defined in Section 3), and those activities undertaken by the Department in furtherance of fulfilling the above.

2. PURPOSE

- 2.1. The purpose of this Agreement is to establish the terms and conditions under which the County is contracting with the Department to provide firefighting and fire prevention services and other emergency services (as defined in Section 3) during emergencies and disasters, and to provide for efficient firefighting and emergency services to the persons who live, work and/or are otherwise present in the County.

3. SERVICES FURNISHED BY THE DEPARTMENT

- 3.1. The Department AGREES to provide its Services throughout the District and elsewhere in accordance with the standards and other requirements in a manner that complies with all Applicable Law, including by illustration, but not limited to, those applicable rules and regulations of the North Carolina State Fire Marshal's Office.
- 3.2. The Department AGREES to establish safeguards to prevent the appearance of or actual conflicts of interest or personal gain including, but not limited to the adoption of an ethics policy, and to abide by the ethics policy and to perform its services without the appearance or the actuality of conflicts of interest.
- 3.3. The Department further AGREES to provide the Services in accordance with the requirements set forth in this Agreement in a professional, efficient and workmanlike manner to all persons and property in its assigned District.
- 3.4. The Department SHALL notify the appropriate municipal or county public utilities a minimum of 48 hours in advance of any scheduled live burn training event if the Department intends to use a Stokes County or municipal fire hydrant, and the Department SHALL provide the address and date of the training event, in order to meet possible water demands for the training event.
- 3.5. The Department AGREES to provide the following services upon request during times of emergencies:
 - 3.5.1. To furnish and provide continuing fire protection service and other emergency services to all residents of the fire district, to all persons present in the District, and to all real and personal property lying within the boundaries of the District and to other areas of the County as may be agreed to in automatic mutual aid agreements with other fire departments within the County.
 - 3.5.2. The Department SHALL meet and operate at the minimum level set forth by the

standards of the EMS system guidelines established for the operation of a Medical Responder program in Stokes County and SHALL adhere to the Stokes County EMS System Continuing Education Program.

- 3.5.3. The Department SHALL give the Fire Marshal a minimum of 120 days' notice of any change in the level of medical services.
- 3.5.4. Any changes in the level of service that necessitate funding adjustments will be presented to the Fire Commission.
- 3.5.5. The Department SHALL annually submit a copy of the department's NC Fire Association Certified Rosters to the Fire Marshal's Office by February 1st of each year that is in compliance with North Carolina State law and federal regulations to protect employee privacy.
- 3.5.6. To dispatch upon the call of any person within the District the equipment and or personnel necessary to answer the call and to operate such equipment is the sole judgment of the Chief or his/her designee; however, if, at the time of the call or dispatch, the Department is actively engaged in providing services to another incident, such that the type of equipment and personnel needed is not available, this Agreement does not require the Department to stop rendering services to the emergency it is still actively engaged in assisting in order to provide services to another location.
- 3.5.7. To provide fire investigation services as provided in N. C. G. S. 58-79-1 and as detailed in Section 22 of this Agreement.
- 3.5.8. To provide technical rescue services as defined by the Authority Having Jurisdiction.
- 3.5.9. To assist in search and rescue services as requested by EM;
- 3.5.10. To assist in and preform evacuation as requested by EM;
- 3.5.11. To respond to motor vehicle accidents;
- 3.5.12. To clear primary and secondary state maintained roads of debris to allow emergency service vehicles for a least one lane of travel to reach their destinations as needed.
- 3.5.13. To respond to emergency calls dispatched by the 911 Communications center.
- 3.5.14. The Department SHALL provide the Fire Marshal's Office with a list providing the names of all the Board of Directors for the previous year including the Chair, Vice Chair, Secretary, Treasurer, Fire Chief within 30 days of the corporation meeting. It is advisable to avoid these close familial relationships or any situations that could potentially create conflicts of interest among people in positions of authority.
- 3.5.15. The Department SHALL submit the most recent copy of the Department's Bylaws, Articles of Incorporation, and Charter and any revisions to the

Department's bylaws or Articles of Incorporation which it has adopted since the last budget submission.

3.5.16. The Department AGREES to refrain from using department assets, buildings, vehicles, etc. for political purposes, partisan or otherwise.

4. SERVICES FURNISHED BY THE COUNTY: In accordance with this Agreement, and at the County's sole expense outside the scope contractual funding of the Department pursuant to this Agreement, the County agrees to furnish the following services to the Department:

- 4.1. 911 communications and dispatch;
- 4.2. Maintenance and repair of the County water system including Pressurized Fire Hydrant replacement and or repair. To ensure that the Department receives full credit for having access to a working set of fire hydrants, the County agrees that it will repair any non-working fire hydrants within forty-five (45) days of being notified by the Department that a fire hydrant is not working, pending supply availability of equipment and parts;
- 4.3. Emergency scene assistance services in support of the Department's efforts;
- 4.4. Maintenance of the County radio system;
- 4.5. Assistance to the Department with fire prevention and community awareness programs within the Department's District;
- 4.6. A staffed EMS Transport Unit with certified Advanced Life Support (ALS) personnel at all confirmed structure fires or other emergency scenes with extended time periods for the medical monitoring of the firefighters and other emergency workers on the scene;
- 4.7. A staffed EMS ambulance and medical services rehab unit as requested on the scene of any live fire training within the District, provided that the Department has given at least thirty (30) days' notice to the SCEMS Operations Manager of such live burn.
- 4.8. A common incident reporting software selected in consultation with all departments, and when applicable and necessary, software updates and annual software support, provided that personnel information and data is treated in compliance with North Carolina State law and federal regulations to protect employee privacy.
- 4.9. Such additional services and support may be needed and mutually agreed between the County and the Department as circumstances may dictate from time to time.
- 4.10. Inspections of all public buildings as set forth in the North Carolina Building Code and the North Carolina General Statutes.
- 4.11. Investigations of fires, arsons, fire deaths and fire injuries.
- 4.12. Provide National Fire Protection Association resource materials on fire prevention, instructional or fire service standards that SHALL be made available through the Fire Marshal's office electronically or in print.

5. DEPARTMENT'S NON-PROFIT CORPORATION STATUS

- 5.1. The Department AGREES to maintain its nonprofit corporation status pursuant to Applicable Law, including without limitations the United States Internal Revenue Service (IRS) regulations and Chapter 55A of the North Carolina General Statutes at all times during the term of this Agreement.
 - 5.1.1. In the event that the Department loses its non-profit corporation status with the Internal Revenue Service, the Department SHALL promptly, but in any event no later than five (5) days from the time when the Department receives notice thereof, report the loss of the non-profit corporation status to the County.
 - 5.1.2. The Department WILL establish safeguards to prevent the appearance of or actual conflicts of interest or personal gain including, but not limited to the adoption of an ethics policy.
 - 5.1.3. The Department WILL comply with all State and Federal laws applicable to the Department as a non-profit corporation.

6. NORTH CAROLINA OFFICE OF STATE FIRE MARSHAL RATING AND INSPECTIONS

- 6.1. The Department AGREES to engage in efforts to maintain or improve its rating (as of the Effective Date of this Agreement) with the North Carolina Office of State Fire Marshal Rating and Inspections Division throughout the term of this Agreement.
 - 6.1.1. The Department AGREES that its goal will be to have an Property Protection Class rating no poorer than a 9S rating for the territory within five (5) road miles of the main station or substation(s), and no poorer than a 9E for the territory more than (5) road miles but less than six (6) miles from the main station or substation(s).
 - 6.1.2. The Department AGREES to endeavor in good faith to make changes to its internal systems to obtain the Class 7 rating or below for all of the structures within its District.
- 6.2. In the event that the Department's Property Protection Class rating is adversely impacted solely due to the Department's inability to meet the required Property Protection Class standards, or if the Department is placed on probation by the North Carolina Office of the State Fire Marshal, the Department AGREES to prepare and submit to the County Fire Marshal a plan to obtain its previous Property Protection Class rating again within a one (1) year period.
 - 6.2.1. The plan SHALL be submitted within 30 days of the time when the Department is notified of having a rating increase.
 - 6.2.2. The plan SHALL include specific steps to be taken to attain the previous Property Protection Class rating, including, without limitation, a project timeline and the projected costs associated with taking corrective action.
 - 6.2.3. In the event the Department believes its rating increased due to the action of the County, the Department SHALL notify the Fire Marshal.

7. RESPONSE TIMES AND RESPONDING PERSONNEL: The Department and the County mutually agree that Department's response times, and the amount of trained personnel on emergency scenes are an essential component of providing an acceptable level of service to the community. The DEPARTMENT AGREES to monitor response times, on-scene staffing levels and to develop strategies to address any response time, and/or on-scene staffing issues if they arise.

- 7.1. If the Department fails to respond to emergency calls dispatched in their primary district for five percent (5%) or more of the incidents during any fiscal year when the Department is dispatched but does not respond, those failures to respond may constitute a breach of contract.
- 7.2. If the Department has five percent (5%) or more such failures, the Fire Commission SHALL assess the events and the circumstances then existing, and the Department's ability to respond.
- 7.3. After its investigation, if the Fire Commission is of the opinion that the Department could have responded to the calls using the existing resources, the Fire Commission may recommend that the County deem this Agreement to have been breached, or may recommend that the County not deem the Agreement to have been breached.

8. SERVICE PERFORMANCE MEASUREMENT

- 8.1. The County will gather reports from the Stokes County Dispatch Software as well the Fire Incident Reporting Software to show the following Performance Indicators, at a minimum:
 - 8.1.1. Dispatch response times.
 - 8.1.2. failures to respond.
- 8.2. Property Protection Class ratings as well as performance indicator data will be considered by the County when drafting and adopting future-year budgets.

9. DEPARTMENT TRAINING

- 9.1. The Department AGREES to provide initial training and continuing education and maintain records of members of the Department. These guidelines will ensure that such initial training and continuing education strive in good faith to meet or exceed all requirements of the State of North Carolina, including, without limitation, a minimum standard of thirty-six (36) hours of fire training per Department member annually.
- 9.2. Training records SHALL include, but not be limited to, the following: names of courses that have been completed, time spent in training for each course, the course dates, instructors, and the place where the course was held.
- 9.3. Appropriate information SHALL be entered into a Record Management System on all training held by the Department or attended by its volunteers and employees.

10. PROCESS FOR FIRE DEPARTMENT FUNDING

- 10.1. In order to assist the County with establishing the amount of the annual appropriation

to the Department for providing the Services, the Department AGREES to conform to the County's budget calendar and to participate in the County's budget processes for adoption of the fiscal year budget. The Department AGREES to submit a budget approved by its Board of Directors to the Fire Marshal's Office as secretary to the Fire Commission based upon the Department's estimate of the costs of providing service for the upcoming fiscal year. The Department AGREES to electronically provide its budget submittal request in a form agreed upon between the Fire Commission and the County Manager. The Department SHALL provide in its budget request sufficient information for the Fire Commission and County management to determine the source(s) and estimated amounts of all revenue anticipated by the Department for the coming fiscal year.

- 10.2. The Department SHALL coordinate all construction of new facilities with the Fire Commissioners and the Stokes County BOCC. The Stokes County BOCC will initially provide funding for design. Upon their approval of building design, the Stokes County BOCC will provide funding for construction. The Department SHALL retain all other control and decision-making authority regarding the bid process and building processes. The Department SHALL comply with all applicable laws related to the construction process of building a new station or sub-station, except that to save public funds, the Parties agree that the County may waive all fees related to building new stations or sub-stations and may grant variances to the Zoning Ordinance, but is not obligated to do either.
- 10.3. To plan for budget allocations for the next fiscal year, and for the future, the Department AGREES:
 - 10.3.1. To submit to the Fire Marshal/Fire Commission a current and complete replacement schedule for Capital items and a listing of capital equipment items that are planned to be purchased within the next fiscal year;
 - 10.3.2. To allow the County Fire Marshal's Office, or designee, upon reasonable notice, to visit any of the Department's stations and perform an inventory of all Capital items; and complete a NCOSFM 9S inspection packet Bi-Annually conducted by the Stokes County Fire Marshal's Office.
 - 10.3.3. Paid Staff Funding is allotted to pay individuals to respond to calls. This SHALL not be used to pay Administration Staff, Secretary, Treasurer, or reimbursement for anything other than emergency services.

11. COLLECTION OF FIRE TAXES - ANNUAL COUNTY ALLOCATION

- 11.1. It is understood and agreed by the parties that the amount of the Service District Taxes imposed by and through the Board of Commissioners is an estimate of the taxes required to generate anticipated revenues. The total amount of revenue generated is contingent upon the collection rate in a given Fiscal Year.
- 11.2. Pursuant to the budgetary authority set forth in N.C.G.S § 159-13, the amount appropriated to the Department for any fiscal year is ultimately determined and

adopted by the Board of County Commissioners as deemed in its sole discretion.

- 11.3. When determining the recommended Annual County Allocation, the Fire Commission and County management SHALL consider whether or not the Department provides Medical Responder services, and those Departments which do provide Medical Responder services may be funded at a higher comparative level than Departments which do not provide the service.

12. PAYMENT OF FUNDS TO THE FIRE DEPARTMENT

- 12.1. The County agrees to pay the Department the Annual County Allocation appropriated by the Board of Commissioners for the fiscal year.
- 12.2. Each month, The Fire Department WILL receive a a payment equal to their expenditures for qualifying staffing expenses for the previous month.
 - 12.2.1. The remainder of the unused staffing funds will be held in reserve in fire district fund balance.
 - 12.2.2. The Department SHALL submit a detailed report of hours worked and salaries/wages/benefits paid. This report SHALL show time of day covered, employee salaries for that month that is in compliance with North Carolina State law and federal regulations to protect employee privacy.
- 12.3. For non-staffing operational funding, the County will disperse funds in a manner and with timing consisted with that used in the prior year unless notification is provided to all departments of intended changes prior to January 1 of the prior fiscal year. Changes may be made with less notification if agreed upon by all departments.
- 12.4. Any fire or rescue agency that fails to comply or make satisfactory improvements to comply with the Fire and Rescue Protection Agreement, SHALL have all future allocated payments suspended or revoked by the County until sustainable improvement has been demonstrated and approved by the Stokes County Fire Commission, subject to the provisions set forth in Section 19 below.

13. STOKES COUNTY FIRE AND RESCUE ASSOCIATION OR ANY OTHER LIKE KIND ENTITY

ADOPTED BY THE CHIEFS: The Department is encouraged to participate, through membership, in the Stokes County Fire and Rescue Association or any other like kind association adopted by the Chiefs, in an effort to meet the following objectives:

- 13.1. To coordinate the efforts of the Fire Departments of Stokes County.
- 13.2. To promote the exchange of information among all fire departments;
- 13.3. To assist in the training of all firefighters within Stokes County;
- 13.4. To keep all fire departments informed of the quality and quantity of equipment being used among the fire departments in Stokes County; and
- 13.5. To keep all fire departments informed about new or existing equipment, and ways that fire departments are being operated across the United States, North Carolina, and locally.

- 13.6. To maintain a liaison with Stokes County, to assist in promoting excellence in fire protection; and
- 13.7. To keep all fire departments within Stokes County abreast of the benefits (local, state and federal) available to firefighters and their families.

14. INSURANCE REQUIREMENTS

- 14.1. The Department WILL purchase coverage as it may deem appropriate for the protection of the Department, its employees, members or personnel. The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy SHALL name the County of Stokes as an additional insured.
- 14.2. To facilitate the County's understanding of its risk profile in association with being a potential second insured party, the Department will provide a copy of its insurance policies to the Fire Marshal's Office at the time of each annual budget request.

15. INDEMNIFICATION

- 15.1. The Department AGREES to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of any kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, debts, or causes of action arising solely and singularly from any act or omission by the Department, its officers, agents, and employees, up to the limits of insurance as detailed herein.
- 15.2. The indemnification provided for herein SHALL not be construed as a waiver of any applicable defense of governmental, sovereign, qualified, public official, statutory, or common law immunity, and SHALL not prevent the County 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.

16. MEDICAL REPORTING: The Department AGREES to make medical reports available to the County's EMS Department. The disclosure of medical reports or other data pertaining to personally identifiable health information SHALL be made to the EMS Department in accordance with all applicable law.

17. FINANCIAL AUDIT AND FINANCIAL INFORMATION

- 17.1. The County will contract with a CPA firm of the County's choosing to perform the Agreed Upon Procedure, and to provide an accompanying management letter. The Agreed Upon Procedure and accompanying management letter SHALL be prepared in accordance with the definition of the Agreed- Upon Procedure in this Agreement and the Exhibits that are a part of it. The Service District Funds SHALL be used to pay all fees and expenses charged by the CPA firm that is hired.
- 17.2. The Department understands that Agreed-Upon Procedure and the management letter are agreed to in consideration of not only the funding provided under this

Agreement, but also the other consideration provided to the Department by the County, including, without limitation, those services set forth herein.

- 17.3. The Department AGREES to provide the CPA firm with access to all records needed to perform the Agreed-Upon Procedure and the accompanying management letter. All required information will be delivered to the CPA firm's office. The Agreed-Upon Procedure will be completed by March 1st of the then-current Fiscal Year, and the County agrees to provide the Department a copy of findings of the CPA firm and the accompanying management letter within thirty (30) days of completion.
- 17.4. The County and the Department mutually recognize, acknowledge and agree that all documents and data owned by the Department and entrusted to the auditors SHALL remain private and confidential between the auditors and the Department. Under no circumstance SHALL any documents or data owned by the Department as an independent non-profit corporation and used in any way by the auditors to conduct the Agreed Upon Procedure and memorandum, be made a matter of public record, except the Department's last five (5) years' IRS Form 990s, its audit, and the auditor's accompanying memorandum, and otherwise as by law provided or by order of the Courts.
- 17.5. In the event that the auditor identifies any deficiencies during the course of the Agreed Upon Procedure, the Department SHALL provide to the County an explanation for any such deficiencies. If the County deems the deficiency to be a breach of this Agreement, the procedure in Section 19 SHALL be followed.

18. FIRE INVESTIGATIONS

- 18.1. The Department AGREES to ensure that its officer in charge at all fire scenes attempts to determine the origin and cause of every fire (as outlined in NCGS 58-79-1). When the officer in charge cannot determine the origin and cause of a fire, or if the cause is suspected to be incendiary in nature, the officer in charge SHALL request a representative from the Fire Marshal's Office to conduct an investigation and provide scene security.
- 18.2. The Department MAY request for a response from the Fire Marshal's Office for all situations that include injuries or deaths involving fires, explosions, or burns.
- 18.3. Fire department operations SHALL not cease for the purpose of protecting the integrity of the scene and subsequent investigation prior to the arrival of the County Fire Marshal's Office. All suspicious or incendiary woods, grass, or brush fires SHALL be reported immediately to the North Carolina Forest Ranger and the fire scene SHALL be secured until the Forest Ranger arrives.
- 18.4. The Department AGREES to provide whatever reasonable assistance that is needed by the Fire Marshal's Office staff and/or North Carolina Forest Ranger at the fire scene.

19. MUTUAL AID.

- 19.1. The Department AGREES to maintain mutual aid agreements that cover the entire Stokes County Service District.

- 19.2. The Department MAY establish, maintain, modify or revoke mutual aid agreements that cover other geographical areas at their sole discretion.

20. BREACH OF CONTRACT

- 20.1. In the event the Department or the County fail to comply with the requirements of this Agreement, either may declare a breach of contract. In such cases, the payment of County funds may be suspended. However, the parties understand and agree that fire protection and other emergency services are critical to the health, safety, and welfare of the citizens of Stokes County, and that it is impossible for the Department to provide those services without adequate funding. If the County determines that the Department has failed to comply with the requirements of this Agreement, including the requirements that the Department maintain its non-profit status with the Internal Revenue Service and the requirement that the Department maintain its corporate status by making regular filings and payments to the Secretary of State's office, In the event that either party declares a breach of contract the parties will proceed as follows to prevent the disruption of services.
- 20.1.1. The Declaring party SHALL notify the Board of Directors of the other party and the Fire Commission in writing of the deficiencies, specifying all items to be changed, improved, or stopped. Service of notice to the Board Chairperson SHALL serve as notice to the entire organization.
- 20.1.2. After receiving notice, the County or Department SHALL have thirty (30) days to provide an action plan to address any such deficiencies to the other party's Board of Directors and the Fire Commission. Failure to submit an approved action plan may result in Breach of Contract.
- 20.2. If, after 30 days, the declaring party determines that the deficiency or deficiencies have not been rectified, and that sufficient efforts to rectify the deficiency or deficiencies have not been undertaken, the declaring party SHALL notify the other party's Board of Directors in writing of intent to terminate the contract or intent to allow more time for the breaching party to resolve remaining deficiencies.
- 20.3. In the event of a Department Breach of Contract, after the initial 30 day resolution period, the County Manager may suspend payments by the County to the Department until such time as the Department SHALL meet the minimum requirements of this Agreement.

21. TERM AND TERMINATION

- 21.1. Term: This Agreement SHALL commence on the Effective Date and SHALL remain in full force and effect for an initial period ending on the following June 30, at midnight ("Initial Term") unless earlier terminated as provided herein. Upon the expiration of the Initial Term and each subsequent renewal term, this Agreement SHALL be automatically renew for an additional term of one year thereafter, based on the County's fiscal year period from July 1st through June 30th of each year; unless modified by mutual Agreement or terminated by either party as provided herein.

21.2.Termination: This Agreement may be terminated as follows:

21.2.1. For Cause under Section 19 of this Contract: By either party, hereto in the event the other party breaches any of its material obligations, and if the procedure set forth in Section 19 has been completed, and the breach continues to exist.

(a) For Cause under Certain other Conditions: Certain specific situations are of such consequence that the Agreement may be terminated For Cause without following the procedure set forth in Section 19. The following specific actions by the the Department SHALL allow the County to terminate the agreement for Cause upon (5) days' notice: 19.Bankruptcy or Receivership:

1. If the Fire Department is placed in a Receivership pursuant to Article 38 of Chapter 1 of the General Statutes or is placed in any type of bankruptcy pursuant to 11 U.S. Code 101, et. seq.; and
2. If the proceeding is not discharged or vacated within sixty (60) days of being filed; and
3. If termination of the Agreement is approved by the Court administering the bankruptcy or receivership.

(b) Insolvency: If the Fire Department is adjudicated insolvent, under state and/or federal regulation, or by a Court having jurisdiction to make that determination.

(c) Cessation of Operation: If the Department ceases to do business or otherwise terminates its business operations.

(d) Non-Approved Merger: If the Department is a party to a merger other than an Approved Merger as defined in this Agreement.

(e) Transfer of Assets: If the Department makes a transfer of assets that does not comply with Section 28.

(f) Accounting Deficiencies: If the Department is unable or unwilling to make a satisfactory plan for correcting any deficiencies found to exist by an auditor.

21.3.Termination at the end of any one-year term.

21.3.1. Non-Renewal Notice: The parties hereto may terminate this Agreement at the end of the term upon written notice to the other party no later than one-hundred and eighty days (180) days prior to the expiration of the Agreement.

21.3.2. Notices: Notices required in this Section SHALL be reasonably specific concerning the cause for termination and SHALL specify the effective date and time of termination.

21.3.3. Effect of Termination: Termination of this Agreement for any reason SHALL not release any party hereto from obligations incurred under this Agreement prior

to the date of termination. All services required to be performed under the terms of this Agreement SHALL be provided through the effective date of termination, and all payments which come due from the County to the Department through the effective date of termination SHALL be paid. Termination of this Agreement for any reason SHALL not form the basis of any claim for loss of anticipated profits by either party.

- 21.4. In the event this Agreement is terminated, or it expires, and is not renewed, and if, as a result, the Department ceases to conduct business, the provisions of Section 21 SHALL control any disposition of the Department's net assets.

22. ACQUISITION AND DISPOSITION OF DEPARTMENT PROPERTY

- 22.1. County's Interests: The County has an interest in being assured that the Department's assets will be acquired and disposed of in a legal manner and for written consent of the use of the taxpayers of Stokes County because it assists with the funding for ongoing operations of the Department. The County also has an interest in being assured that the net assets purchased with County funds be used to provide a service to its residents.

- 22.2. The County of Stokes SHALL be listed as a lien holder on all current and future apparatus and real property purchases with service tax dollars.

- 22.3. Applicable Law Limitations on the Department's Legal Ability to Disposition of its Assets: The Department is required by this Agreement to follow all Applicable Law in conducting its business. The Department cannot agree to a term of this Agreement which contravenes Applicable Law. Examples (but not an exhaustive listing) of Applicable Laws which may control whether the Department has any net assets to be disposed of are as follows:

- 22.3.1. Merger: In the event of an Approved merger, the Department WILL comply with the provisions of its Articles of Incorporation, its Bylaws, and the provisions of Article 11 of Chapter 55A of the General Statutes of North Carolina and with its Plan of Merger. Fire Departments regularly merge with other neighboring Fire Departments in order to limit administrative and other costs, to provide better leadership, to provide more uniform and improved types of services, to make more efficient use of resources and for other reasons. Ordinarily, when two non-profit Fire Departments merge, one of them assumes all the debts, obligations and contractual obligations of the other and receives all the assets and contractual rights of the other. Existing Agreements are not terminated, but they continue in effect and are honored by the surviving Department. It is not the intention of either party to prevent the Department from being a party to an Approved Merger as that term is defined in this Agreement. In the event of an Approved Merger, there will be no net assets to be disposed of. If there are remaining assets to be disposed, they will be disposed of as provided in this Section. If the Department is a party to an Approved Merger, it SHALL arrange

that the surviving entity to whom assets may be transferred will complete payment of all its debts and obligations.

- 22.3.2. Transfer of Assets: The Department WILL only make a transfer of assets in compliance with the provisions of its Articles of Incorporation, its Bylaws, the provisions of Article 12 of Chapter 55A of the General Statutes of North Carolina, the Internal Revenue Code, and with this Section of this Agreement.
- 22.3.3. Dissolution. In the event of dissolution, the Department WILL comply with the provisions of its Articles of Incorporation, its Bylaws, and the provisions of Article 14 of Chapter 55A of the General Statutes of North Carolina and all other Applicable Law and with this Section of this Agreement.
- 22.3.4. Distribution: The Department WILL NOT make a distribution except upon dissolution. If the Fire Department disposes of some of its property during the course of normal business operations, it SHALL do so as provided in this Section. In the event of distribution upon dissolution, the Department WILL comply with the provisions of its Articles of incorporation, its Bylaws, and the provisions of Article 13 of Chapter 55A of the General Statutes of North Carolina, all other Applicable Law, and with this Section 28 of this Agreement. Any remaining assets SHALL be distributed as provided in this Section.
- 22.3.5. Mortgages and Security Agreements: At times, a Department MAY place a lien upon its property to secure a loan in the course of normal business operations. If there is a lien attached to an item of real or personal property, the lienholder must be paid and satisfied before that property can be transferred to any other entity. Any net assets remaining SHALL be disposed of as provided in this Agreement. A Department SHALL NOT cause a lien to be placed on any property which is owned by the County, including but not limited to any radio equipment purchased by the County and loaned to the Department without consent by the County Manager.
- 22.3.6. Bankruptcy and Receivership: The Department WILL comply with the terms of the United States Bankruptcy Code if it is placed in bankruptcy, or with the terms of Article 38 of Chapter 1 of the General Statutes of North Carolina if a Receiver is appointed by the North Carolina Courts to control its operations. Any net assets remaining SHALL be distributed as provided by this Section.
- 22.4. Acquisition of Property with Funds from a Federal Agency: If the Department receives any funding from a federal agency, the Department SHALL adopt a procurement policy that meets federal standards.
- 22.5. Disposition of Property Acquired Before the Date of this Agreement During the Normal Course of Business: Within the confines of its Articles of Incorporation, its Bylaws and Chapter 55A of the General Statutes, and other Applicable Law, the Department WILL obtain a reasonable value for any property it owns having a substantial value of more than \$5,000.00, which property has been purchased in whole or in part with County funding. The County, as well as Fire Departments within the County, SHALL have the

option to purchase the property prior to the property being offered to an outside organization. Any proceeds obtained from the sale of property acquired, in whole or in part, with Fire Tax SHALL be used in the same manner as Fire Tax.

- 22.6. Disposition of Property Purchased After the Effective Date of Agreement. Any equity remaining either as assets or as proceeds from the sale of assets which were purchased with Fire Tax Funds and/or County general funds after the effective date of this Agreement and which remains after the Department complies with all Applicable Law SHALL be returned to the County within ten days of the time it is determined to be excess, unless otherwise agreed to by the fire or rescue agency and County Manager.
- 22.7. Disposition of Assets upon Dissolution. If the Department is dissolved, Chapter 55A and all other Applicable Law requires the Department to liquidate its assets and pay its debts. To the extent that all Applicable Law allows, the Department SHALL distribute all assets remaining after the payment of debts in the following order of priority:
- 22.7.1. To a non-profit entity or government entity providing fire protection within the District of the Department.
- 22.7.2. If there is not a non-profit entity as described in 1. above which wants the property, then the Department SHALL transfer its remaining assets to a non-profit entity which provides fire and or rescue services to Stokes County.
- 22.7.3. If there is not a non-profit entity as described in 2. above which wants the remaining assets, the Department SHALL transfer its remaining assets to the County.
- 22.8. When Section Not Applicable. Paragraph F. of this Section SHALL not apply if the County terminates this Agreement and begins to provide fire protection and rescue services through a County Agency, notwithstanding the facts (1) that the Department is in compliance with this Agreement, and (2) has not breached the Agreement, and (3) the Department is able and willing to continue to comply with this Agreement.

23. SEVERABILITY

- 23.1. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions SHALL remain in full force and effect and SHALL not thereby be affected unless such ruling SHALL make further performance hereunder impossible or impose an unconscionable burden upon one of the parties. The parties SHALL endeavor in good faith to replace any invalid, illegal, or unenforceable provisions with a valid provision, the rights, and obligations of which come as close as practicable to that of the invalid, illegal, or unenforceable provision.

24. DISPUTE RESOLUTION AND FORUM SELECTION

- 24.1. This Agreement SHALL be governed by and in accordance with the laws of the State of North Carolina without regard to its conflict of laws rules. All actions relating in any way to this Agreement SHALL be brought in the General Courts of Justice in Stokes

County, North Carolina. Any mediation of any dispute arising under this agreement SHALL be conducted in Stokes County, North Carolina unless both parties agree on some other location. The County and the Department recognize, acknowledge and agree that either party's resort to formal legal proceedings may involve substantial commitments of time and resources and may cause unnecessary disruption of the service each party provides to the community; therefore, to the extent that either party contends the other has failed to meet the obligations of this Agreement, the parties agree that they will follow the pattern for dispute resolution set forth hereafter:

- 24.1.1. Injunctive Relief. Notwithstanding the provisions of this Section 32, either party may bring an action in a court having jurisdiction in equity for immediate and emergency injunctive relief. Any such action or actions in a court exercising its emergency powers in equity for preliminary or permanent injunctive relief SHALL be deemed an exception to the requirement that any claim be first submitted to mediation as detailed herein.
- 24.1.2. Mandatory Pre-filing Mediation. Except as provided in Subsection 32 A, before either Party initiates a lawsuit, the parties agree to participate in mediation. Mediation SHALL be conducted within forty-five (45) days (or such other period as is mutually agreeable to the parties) from the time when one party sends written demand to the other. Unless the parties agree otherwise, the Mediator SHALL be a mutually agreed upon and Certified North Carolina Superior Court Mediator. The mediation SHALL be conducted in accordance with the Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions and in accordance with the rulings of the N. C. Dispute Resolution Commission. Unless otherwise agreed, each Party will bear its expenses in pursuing mediation, and the parties will share equally in the fees charged by the Mediator. Any statute of limitations will be tolled for
- 24.1.3. the period from the demand for mediation through the conclusion of the mediation.
- 24.1.4. Litigation If Mediation Unsuccessful. In the event that the Parties participate in mediation as provided in Section 32 B, but do not resolve the issues between them in the mediation process, or if a Party violates this agreement by refusing to participate in mediation, either Party may file a lawsuit in the General Court of Justice in Stokes County.
- 24.2. NOTICES: All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement SHALL be sufficient in all respects if given in writing and delivered in person; by overnight courier; or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following addresses:

IF TO STOKES COUNTY:

County Manager
P.O. Box 20
Danbury NC 27016

IF TO FIRE DEPARTMENT:

- 25. AMENDMENT/ASSIGNMENT:** This Agreement may not be amended except in writing signed by the parties hereto. Except in the case of an Approved Merger as provided in Section 28, this Agreement is not transferable or assignable by either party without the written consent of the other party to this Agreement which SHALL not be unreasonably withheld.
- 26. NO WAIVER:** Failure of a party to enforce any of the provisions of this Agreement at any time, or to request performance by the other party pursuant to any provision of this Agreement SHALL in no way be construed as a waiver of any such provision, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the non-enforcing party to enforce each and every provision of this Agreement.
- 27. MUTUALLY-DRAFTED AGREEMENT:** The Department and the County hereby acknowledge that each participated in the negotiation and drafting of this Agreement. Accordingly, the Department and the County agree that any rule of construction of contracts allowing for the interpretation of this Agreement to be construed against the drafting party is inapplicable to this Agreement.
- 28. HEADINGS:** The Section headings used herein are for reference and convenience only and SHALL not enter into or affect the interpretation and enforcement of this Agreement by either party.
- 29. ENTIRE AGREEMENT; MERGER:** The terms and provisions herein contained constitute the entire agreement by and between the County and the Department and SHALL supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; except, that this Agreement SHALL not be construed to supersede any existing and applicable Automatic Mutual Aid Agreements.
- 30. COUNTERPARTS:** This Agreement may be executed in several counterparts, all of which SHALL constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the same counterpart.
- 31. AUTHORIZATION:** Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery, and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

Stokes County:

By: _____

Date: _____

Chairman of the Board of Commissioners

Department Name: _____

By: _____

Date: _____

Chairman of the Board of Directors

Exhibit A, attached

EXHIBIT "A": SUGGESTED INSURANCE REQUIREMENTS

In the interest of promoting a mutually beneficial risk profile, the following insurance coverage guidelines are suggested for the Department:

1. Comprehensive Automobile Liability Insurance with combined single limits of at least \$1,000,000.00 per occurrence. Coverage to be provided under a symbol "1". Coverage to apply, on an excess basis for hired, borrowed and non-owned vehicles. Coverage to apply, on a primary basis, for commandeered vehicles. Volunteers or employees to be considered Insured, and volunteers and employees to have coverage excess of their personal auto liability limits when they are using their vehicles on behalf of their insured department. Fellow members' liability to be provided. Auto pollution liability to be included in the coverage.
2. Automobile collision and comprehensive coverage for emergency vehicles, other than private passenger vehicles, to be provided on an agreed value basis. Coverage to apply to owned and/or leased vehicles. The Department should attempt to set the agreed value at an amount that will replace the vehicle with a new vehicle, built to similar specifications and brought up to current NFPA, DOT or other national specifications. Coverage to apply, on a primary basis, to hired, borrowed and commandeered vehicles. Coverage will be on an actual cash value basis for the hired, borrowed and commandeered vehicles.
3. Comprehensive General Liability Insurance with limits of at least \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. The aggregate to apply per named insured and per insured location. The policy to include the following coverage: Volunteers or Employees as Insured, Medical Malpractice, Good Samaritan Liability Coverage, Intentional Acts Coverage for both Bodily Injury or Property Damage, fellow Member Liability, Non- owned Watercraft, Fire Damage Legal Liability with Limits of \$1,000,000.00, Pollution Liability arising out of Emergency Operations away from the Department's Premises, Training Activities or Equipment Washdowns.
4. Directors and Officers Liability Insurance with Limits of at least \$1,000,000.00 per occurrence with \$3,000,000.00 aggregate. This policy to include coverage for prior acts.
5. The Insured to include current volunteers and employees, former volunteers and employees and any persons or organizations providing service to the Department under an automatic aid Agreement and mutual assistance contract or similar Agreement.
6. Umbrella Liability Insurance with Limits of at least \$ 1,000,000.00 per occurrence and
7. \$2,000,000.00 aggregate. The umbrella policy to provide excess coverage over the Auto Liability Policy, General Liability Policy and the Employer's Liability Section of the Workers Compensation Policy. Volunteers and employees to be included as Insured.
8. Property Insurance protecting against the risk of direct physical loss or damage. The

policy covering the building to be written on a Guaranteed Replacement Cost Basis with coverage included for Building Ordinance, Flood and Earthquake. Coverage to include the replacement cost of Commandeered Property including coverage for Loss of Use. Contents coverage to be provided on a replacement cost basis. Coinsurance penalties to not apply.

9. Portable Equipment Coverage to be provided protecting against the risk of direct physical loss or damage, including electrical surges. Coverage to be provided on a Guaranteed Replacement Cost Basis.
10. The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy to name the County of Stokes as an additional insured.
11. The Department SHOULD obtain a **Fidelity Bond** for at least one and one-half times
12. Worker's Compensation - Coverage for all paid and volunteer emergency workers for statutory limits in compliance with all applicable State and Federal laws.



**Board of County Commissioners
September 8, 2025
6:00 PM**

Item number: VII.c.

Pine Hall Elementary School Property

Contact: Jeff Sanborn, County Manager

Summary:

The Stokes County Board of Education had determined that the Pine Hall Elementary School property is no longer suitable or necessary for public school purposes. Therefore, the Stokes County Board of Commissioners have the first opportunity to acquire the property. It is listed by the Stokes County Tax Office as Parcel Identification Number 6694101400.

If additional information is needed, counsel to the Stokes County Board of Education, Fredrick C. Johnson will provide it.

ATTACHMENTS:

Description	Upload Date	Type
BOE Pine Hall Property Letter	8/19/2025	Cover Memo

FAW | FOLGER | JOHNSON, P.C.

ATTORNEYS AND COUNSELLORS AT LAW

August 19, 2025

Mr. Jeff Sanborn
Stokes County Manager
P.O. Box 20
Danbury, NC 27016

**RE: STOKES COUNTY BOARD OF EDUCATION
PINE HALL ELEMENTARY SCHOOL PROPERTY**

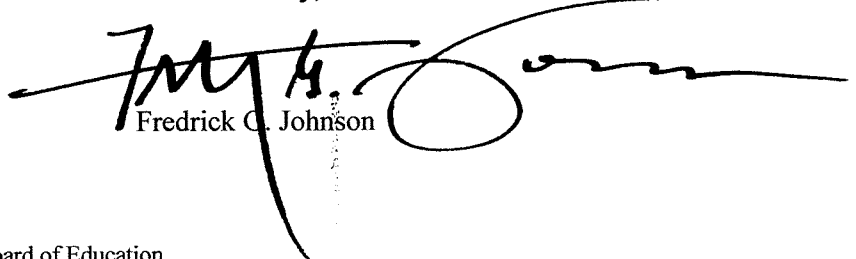
Dear Mr. Sanborn:

As counsel to the Stokes County Board of Education, I am writing to notify you, pursuant to N. C. Gen. Stat. § 115C-518, that the Board of Education has determined that the Pine Hall Elementary School property is no longer suitable or necessary for public school purposes; therefore, the Board of Commissioners has the first opportunity to acquire this property from the Board of Education. The property is identified by the Stokes County Tax Office as Parcel Identification Number 6694101400.

I respectfully request on behalf of the Board of Education that you present this matter to the Board of Commissioners to determine whether or not it desires to exercise its statutory authority to acquire ownership of the Pine Hall Elementary School property. Should the Board of Commissioners elect to acquire this property, our respective boards will negotiate the terms of acquisition.

I shall gladly furnish any additional information you deem necessary regarding this matter.
Thank you for your cooperation and assistance.

Yours truly,



Fredrick C. Johnson

FGJ: dbp

cc: Mike Rogers, Chairperson, Stokes County Board of Education
Dr. P. Bradley Rice, Superintendent, Stokes County Schools
Browder, Overby & Michaud, PA, Counsel, Stokes County Board of Commissioners



**Board of County Commissioners
September 8, 2025
6:00 PM**

Item number: VII.d.

Request to Consider a Sunday Brunch Ordinance

Contact: Amber Brown, Assistant County Manager

Summary:

In 2017, the General Assembly passed the "Brunch Bill" (SL 2017-87 (S155) Section 4) which enacted a new statute authorizing cities and counties to adopt ordinances allowing the sale of alcoholic beverages beginning at 10:00 am on Sundays. For those localities that have not passed an ordinance allowing the expansion, which includes Stokes, state law prohibits the sale or consumption of alcoholic beverages before 12:00 noon on Sundays. Daniel Wilson, a local business-owner, has requested that the Board consider passing an ordinance permitting the extension to 10:00 am. Attached is a letter from Mr. Wilson detailing the request.

If the Board decides to consider an ordinance allowing this, one will be drafted and placed on the next agenda for the Board's review.

ATTACHMENTS:

Description	Upload Date	Type
Brunch Bill Ordinance Request	9/5/2025	Cover Memo

Formal Request to Pass Local Brunch Ordinance

Letter to the Stokes County Board of Commissioners

Stokes County Board of Commissioners

P.O. Box 20

Danbury, NC 27016

Dear Members of the Stokes County Board of Commissioners,

I am writing on behalf of The Big Creek Lodge, located in Westfield, NC, to respectfully request your consideration and support in passing a local ordinance permitting the sale of mixed beverages beginning at 10:00 AM on Sundays within Stokes County.

As you are aware, the State of North Carolina has enacted the “Brunch Bill,” which authorizes the sale of alcoholic beverages starting at 10:00 AM on Sundays. However, this expanded privilege requires approval through a local ordinance before it becomes effective for restaurants in our county. At present, establishments such as ours remain unable to accommodate guests seeking to enjoy brunch with a beverage prior to noon, despite the state’s recognition of evolving community standards and the positive impact such legislation has had across North Carolina.

The Big Creek Lodge, situated in Westfield, serves not only as a local restaurant but also as a destination for many overnight guests who frequent our property. Most notably, on Sundays, these visitors often wish to enjoy brunch before departing Stokes County to return to their homes. Unfortunately, the existing restriction prevents us from meeting their requests, as many leave the county before noon. This not only results in lost revenue for our business but also means the county forgoes valuable sales tax revenue that could be generated by these transactions.

Passing this ordinance would not only benefit local businesses such as ours, but it would also provide measurable advantages for Stokes County as a whole by increasing tax receipts, supporting tourism, and demonstrating that our community is responsive to the needs of both residents and visitors.

I respectfully urge the Board to act in favor of adopting this ordinance, aligning Stokes County with other progressive communities across the state that have already taken advantage of the opportunities presented by the “Brunch Bill.” Your support will directly

enhance the economic vitality of our region and offer our guests the hospitality they have come to expect.

Thank you for your time, consideration, and commitment to supporting local businesses and the broader Stokes County community. If you require additional information or would like to discuss this matter further, please do not hesitate to contact me.

Sincerely,

Daniel Wilson

Owner, The Big Creek Lodge

Westfield, NC



**Board of County Commissioners
September 8, 2025
6:00 PM**

Item number: VIII.a.

ACAB Hunting Organization Member and Chair Appointment

Contact: Tommy Reeves, Animal Control Director

Summary:

At the last meeting, Ken Sevier was nominated as the Animal Control Advisory Board Hunting Organization Member. The Board will be polled to finalize the appointment.

Additionally, the Board will name a Chair to serve and establish term limits. See attached ACAB Bylaws.

ATTACHMENTS:

Description	Upload Date	Type
ACAB Application - Sevier	8/20/2025	Cover Memo
ACAB Bylaws	9/5/2025	Cover Memo



STOKES COUNTY

APPOINTMENT

APPLICATION

NAME: AGE:

ADDRESS:

CITY: STATE: ZIP:

E-MAIL: PHONE:

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

Comments: Please note why you are interested in serving on this committee.

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

****IT IS PREFERRED TO ATTACH OR INCLUDE REFERENCES OR A RESUME IF AVAILABLE.**

Fax/Mail/Email appointment application to **Amber Brown, Clerk to the Board**,
PO Box 20, Danbury, NC 27016 | Phone: 336-593-2448 | Fax: 336-593-2346

Email: anbrown@co.stokes.nc.us

Ken Sevier
2693 Flat Shoals Rd.
Germanton, NC 27019
kesevier@gmail.com
336-830-1296

References for Position on Animal Control Advisory Board

Don Bowles
1184 Payne Road
Rural Hall, NC 27045
336-414-6441

Eddie Yates
1499 Bradley Road
Pinnacle, NC 27043
336-793-6008

Dwayne Livengood
178 Livengood Lane
Pinnacle, NC 27043
336-608-2357

Stokes County Animal Control Advisory Board By-Laws

Article 1: Name and Purpose

The Stokes County Board of County Commissioners desire to establish a body to be called the Stokes County Animal Control Advisory Board. The purpose of which will be to provide review and evaluation of animal related issues and to hear appeals of potentially dangerous dog notices.

Article 2: Duties

The Advisory Board shall have the following specific duties and responsibilities as have been directed by the Stokes County Board of County Commissioners:

- a. To hear appeals on dangerous and/or potentially dangerous dog determinations.
- b. To review and evaluate, on an ongoing basis, animal-related issues, needs and services in Stokes County.
- c. To report to the Stokes County Board of Commissioners upon request, on animal services issues within Stokes County.

The Advisory Board shall not be responsible for and shall have no authority over the day-to-day operations of Stokes County Animal Control.

Article 3: Membership

The Advisory Board shall consist of five (5) members who shall be appointed by the Stokes County Board of County Commissioners in accordance with the approved county appointment procedure. Appointments shall attempt to fulfill, but are not limited to, the following affiliations and categories:

- a. One of the following members shall be appointed by the Stokes County Commissioners as chairman of the board.
- b. One member shall be a member of an Animal Advocacy Organization
- c. One member shall be a member of a Hunting Club Organization that utilizes dogs to hunt with.
- d. Three members at large, who are Stokes County residents living in separate geographic areas of Stokes County.

a. Terms of Appointment

In forming the Advisory Board, the Stokes County Board of County Commissioners shall appoint two of the members to a term of one year and the remaining two members to a two-year term. Thereafter, those members shall be appointed for two-year terms. The Chairman who the commissioners appoint shall serve a four-year term and be appointed to a four-year term thereafter.

b. Vacancies

If a vacancy occurs, the Stokes County Board of County Commissioners shall appoint someone to fill the unexpired term in accordance with the position designation and approved county appointment procedure.

A vacancy may be declared by the chair of the Advisory Board when any member misses two (2) consecutive regular meetings without notifying the Animal Control Director or the chair of the Advisory Board; or when a member resigns from said appointment.

c. Officers

The commissioners' appointed chairman shall assign one member to keep the minutes of the meeting.

d. Meetings

1. The Advisory Board will meet semiannually. The dates to be voted on by the board.
2. The board can be called to hear appeals on dangerous and/or potentially dangerous dog determinations when an appeal has been made.
3. The Board can be called to a meeting at the request of the County Commissioners, County Manager, or Director of Animal Control. The date and time of meeting to be set by the one who called the meeting.
4. All meetings of the Advisory Board shall be open to the public and the Advisory Board will give public notice of these meetings consistent with the provisions of the open meetings law.
5. A majority of the voting board members serving shall constitute a quorum.

6. The Advisory Board shall keep a written record of meetings, resolutions, recommendations, findings, etc... which shall be a public record.
7. In the absence of the chair, an acting chair shall be appointed by the board members present.

ARTICLE 4: Appeals

The Advisory Board shall hear any appeals regarding the determination of a dangerous or potentially dangerous dog by Stokes County Animal Control in accordance with N.C.G.S. 67-4.1.5(c), subject to the following provisions:

- a. The owner of a dog that has been declared dangerous or potentially dangerous pursuant to Article V, Section 3 of the Stokes County Animal Control Ordinance has the right to appeal the determination by filing a written objection, stating the grounds for appeal, with the Stokes County Animal Control Director within three business days of the receipt of the dangerous or potentially dangerous dog determination letter.
- b. Within ten business days of a duly filed written objection, the Advisory Board shall hold an appeal hearing. The appeal hearing shall be open to the public, and the person requesting the appeal may be represented by an attorney.
- c. The person requesting the appeal will be notified in writing of the decision of the Advisory Board within ten business days after the conclusion of the appeal hearing.
- d. Any appeal from the final decision of the Advisory Board shall be to Superior Court by filing a notice of appeal and petition for review within ten business days after the receipt of the final decision of the appellate board. This written notice must be served on the Animal Control Director as well as the Clerk of Superior Court.

Adopted by the Stokes County Board of Commissioners -



**Board of County Commissioners
September 8, 2025
6:00 PM**

Item number: VIII.b.

Offer to Purchase Real Property

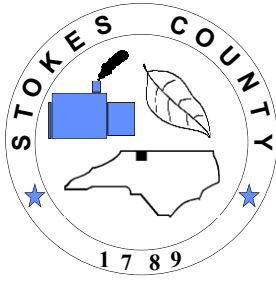
Contact: Glenda Pruitt, Purchasing/Project Manager

Summary:

An offer to purchase real property was received on August 19, 2025, for parcel number 5974-72-9981 located on High Bridge Road Pinnacle, NC 27043.

ATTACHMENTS:

Description	Upload Date	Type
Memo Offer to purchase real property	9/4/2025	Cover Memo
Deeds & Plat	9/4/2025	Backup Material
GS 160A-269 & UNC School of Govt.	9/4/2025	Backup Material
Offer to Purchase	9/4/2025	Resolution Letter
Resolution Authorizing Upset Bid Process 5974-72-9981	9/4/2025	Resolution Letter



Stokes County
Purchasing Department

Memorandum

To: Stokes County Board of Commissioners

From: Glenda Pruitt, Purchasing/Project Manager

Date: September 3, 2025

Re: Surplus Real Property 5974-72-9981

An offer to purchase was received on August 19, 2025, for parcel number 5974-72-9981 located on High Bridge Road Pinnacle, NC 27043. This property was acquired by the county on December 17, 2020, deed book 728, page 257 & deed book 728, page 260 described as lots 1 & 2 on plat book 18, page 24. I have discussed the offer with Tax Administrator Richard Brim and County Manager Jeff Sanborn and they both agree that this offer is fair. The offer received is detailed below:

James Kemerling & Rebecca Kemerling
Offer received \$40,000.00
5% Bid deposit of \$2,000.00 received

I would like to request the Boards approval to move the resolution to action and start the upset bid process per GS 160A-269. County Attorney Jennifer Michaud has reviewed and approved the resolution.

Approved by Stokes County Tax Administration

NCGS 161-31(A) and NCGS 105-303(a2)

KA Date 12/17/2020

FILED	Dec 17, 2020
AT	04:17 PM
BOOK	00728
START PAGE	0257
END PAGE	0259
INSTRUMENT #	06728
EXCISE TAX	\$65.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax \$65.00 Recording Time, Book and Page
Parcel ID No.: 5974-82-1706 & a portion of 5974-72-7994

Mail after recording to County of Stokes
P O Box 20, Danbury, NC 27016

This instrument was prepared by J. Tyrone Browder, Attorney at the request of GRANTOR

Brief description for the Index Lot 2, PB 18, PG 24

THIS DEED made this _____ day of December, 20 20, by and between

GRANTOR

THE PINNACLE VOLUNTEER FIRE
AND RESCUE DEPARTMENT, INC.,
(Formerly The Pinnacle Volunteer Fire
District, Inc.)
P O Box 450
Pinnacle, NC 27043

GRANTEE

COUNTY OF STOKES
(A Political Subdivision of the
State of North Carolina)
P O Box 20
Danbury, NC 27016

Enter in appropriate block for each party: name, address, and if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, Yadkin Township, Stokes County, North Carolina, and more particularly described as follows:

BEING that certain property as more particularly described on the attached Exhibit A and incorporated herein by reference,

The foregoing property () does (x) does not include the primary residence of the Grantor(s).

submitted electronically by "Browder, Overby, Hall & Michaud, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Stokes County Register of Deeds.

The property hereinabove described was acquired by Grantor by instrument recorded in DB 586, PG 1069 AND DB 348, PG 712

A map showing the above described property is recorded in Plat Book 18 at Page 24

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claim of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Easements and restrictions of record, if any.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its _____ President, the day and year first above written.

The Pinnacle Volunteer Fire and Rescue Department, Inc.
(Corporate Name)

(SEAL)

By: Jeremy Bowman

Jeremy Bowman, Chairman of the Board

(SEAL)

SEAL-STAMP

NORTH CAROLINA, STOKES COUNTY.

I, a Notary Public of the County and State aforesaid, certify that Jeremy Bowman

personally came before me this day and acknowledged that he is Chairman of the Board of

The Pinnacle Volunteer Fire and Rescue Department, Inc., a North Carolina corporation, and that by

authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by

him as its Chairman of the Board.

Witness my hand and official stamp or seal this 17th day of December, 20 20.

My Commission Expires: 5/6/2025

Traci Pillow Notary Public

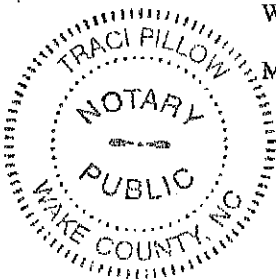


EXHIBIT A

BEING all of Lot 2, containing 2.377 acres as shown on the plat entitled "Survey for Stokes County" recorded in PB 18, PG 24 in the Stokes County Register of Deeds Office.

Approved by Stokes County Tax Administration
NCGS 161-31(A) and NCGS 105-303(a2)

KA Date 12/17/2020

FILED	Dec 17, 2020
AT	04:17 PM
BOOK	00728
START PAGE	0260
END PAGE	0261
INSTRUMENT #	06729
EXCISE TAX	\$0.00

QUIT-CLAIM DEED

Mall to: County of Stokes, P O Box 20, Danbury, NC 27016

This instrument was prepared by: J. Tyrone Browder, Attorney

STATE OF NORTH CAROLINA, STOKES County.

THIS DEED, Made and entered into this _____ day of December, 2020, by and between
The Pinnacle Volunteer Fire and Rescue Department, Inc. (formerly The Pinnacle Volunteer Fire District, Inc.) of Stokes
 County and State of North Carolina, hereinafter called Grantor, and The County of Stokes, a Political Subdivision of the State of
North Carolina of Stokes County and State of North Carolina, hereinafter called Grantee, whose permanent mailing
 address is P O Box 20, Danbury, NC 27016;

WITNESSETH:

That said Grantor, for valuable consideration, the receipt of which is hereby acknowledged, has remised and released and by
 these presents does remise, release, convey, and forever quitclaim unto the Grantee, his heirs and/or successors and assigns, all right,
 title, claim and interest of the Grantor in and to a certain lot or parcel of land lying and being in Yadkin Township, Stokes
 County, North Carolina, and more particularly described as follows:

BEING all of Lot 1 containing 0.025 acre as shown on the plat entitled "Survey for Stokes County" recorded in PB 18, PG 24
 in the Stokes County Register of Deeds Office.

The above described Lot 1 is located at the southwest corner of the Lot 2 as shown on the above referenced plat.

To have and to hold the aforesaid lot or parcel of land and all privileges thereunto belonging to him, the Grantee, his heirs
 and/or successors and assigns, free and discharged from all right, title, claim or interest of the Grantor or anyone claiming by, through
 or under him.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall
 include singular, plural, masculine, feminine or neuter as required by context. Grantor makes no warranty express or implied
 concerning the title to the above referenced property.

Submitted electronically by "Browder, Overby, Hall & Michaud, PA"
 in compliance with North Carolina statutes governing recordable documents
 and the terms of the submitter agreement with the Stokes County Register of Deeds.

IN WITNESS WHEREOF, The Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

The Pinnacle Volunteer Fire and Rescue Department, Inc.

By: *Jeremy Bowman* (SEAL)
Jeremy Bowman, Chairman of the Board

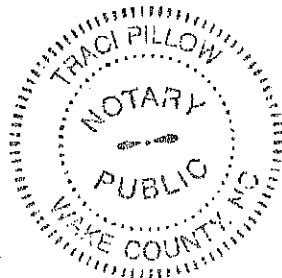
SEAL-STAMP

NORTH CAROLINA, STOKES COUNTY.

I, a Notary Public of the County and State aforesaid, certify that Jeremy Bowman personally came before me this day and acknowledged that he is Chairman of the Board of The Pinnacle Volunteer Fire and Rescue Department, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him as its Chairman of the Board.

Witness my hand and official stamp or seal this 17th day of December, 20 20.

My Commission Expires: 5/6/2025 Traci Pillow Notary Public



1. OPEN LEE OSBORNE, PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS PLAT IS A SURVEY MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH CAROLINA SURVEYING ACT OF 1975, AS AMENDED. THAT THE PLAT IS A SURVEY THAT RELATES PARCELS OF LAND, THAT THIS PLAT IS A SURVEY THAT IS LOCATED IN SUCH A POSITION OF A COUNTY OR MUNICIPALITY THAT IS UNCORRELATED TO ANY OTHER SURVEY, THAT THIS PLAT IS A SURVEY OF PARCELS OF LAND, THAT THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND, THAT THE RECOMMENDATION OF EXISTING PARCELS, A COUNTY ORDERED SURVEY OR OTHER EXCEPTION TO THE DETERMINATION OF A SUBDIVISION SURVEY, THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN A. THRU D. ABOVE.

1. OPEN LEE OSBORNE, PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH CAROLINA SURVEYING ACT OF 1975, AS AMENDED. THAT THE PLAT IS A SURVEY THAT RELATES PARCELS OF LAND, THAT THIS PLAT IS A SURVEY THAT IS LOCATED IN SUCH A POSITION OF A COUNTY OR MUNICIPALITY THAT IS UNCORRELATED TO ANY OTHER SURVEY, THAT THIS PLAT IS A SURVEY OF PARCELS OF LAND, THAT THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND, THAT THE RECOMMENDATION OF EXISTING PARCELS, A COUNTY ORDERED SURVEY OR OTHER EXCEPTION TO THE DETERMINATION OF A SUBDIVISION SURVEY, THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN A. THRU D. ABOVE.

CERTIFICATE OF APPROVAL
RECORDING, MINOR SUBDIVISION
I hereby certify that the subdivision plat shown herein has been found to comply with the North Carolina, and that such plat has been approved of a minor subdivision.
Date: December 3, 2020

STATE OF NORTH CAROLINA
COUNTY OF STOKES
I, George A. Hooker, REVIEW OFFICER OF STOKES COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
Date: 12-3-2020

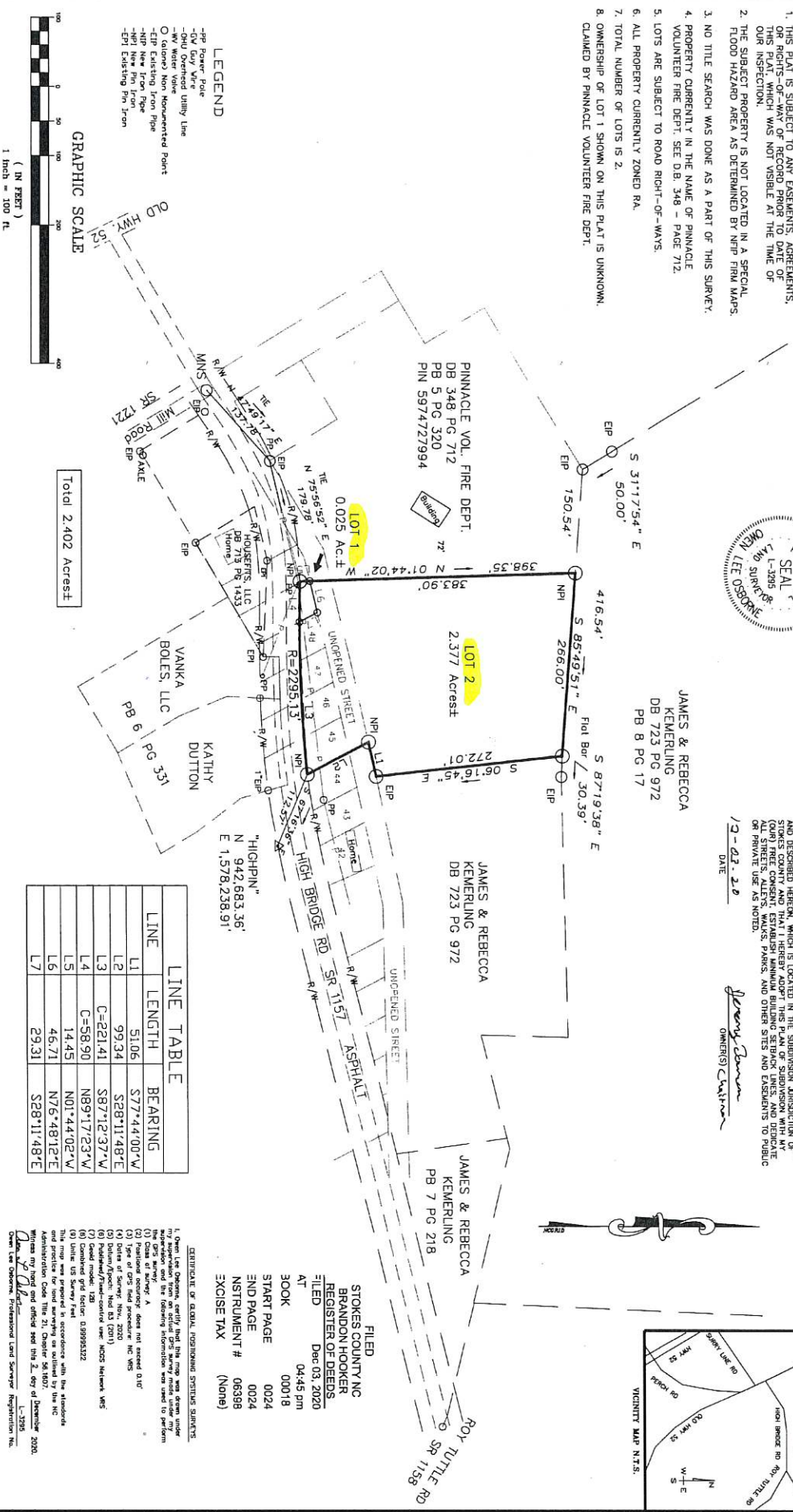
NORTH CAROLINA, STOKES COUNTY
THIS PLAT IS HEREBY PRESENTED FOR REGISTRATION AND ONLY RECORDED IN THE OFFICE OF RECORDS OF DEEDS OF STOKES COUNTY, IN PLAT BOOK 18 PAGE 24
DATE OF DEED: December 3, 2020
BY: George A. Hooker, Assistant
BRANDON HOOKER, REGISTER OF DEEDS

NOTES

1. THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY, OR RECORDS PRIOR TO DATE OF OUR INSPECTION.
2. THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY NFIP FIRM MAPS.
3. NO TITLE SEARCH WAS DONE AS A PART OF THIS SURVEY.
4. PROPERTY CURRENTLY IN THE NAME OF PINNACLE VOLUNTEER FIRE DEPT., SEE DB. 348 - PAGE 712.
5. LOTS ARE SUBJECT TO ROAD RIGHT-OF-WAYS.
6. ALL PROPERTY CURRENTLY ZONED RA.
7. TOTAL NUMBER OF LOTS IS 2.
8. OWNERSHIP OF LOT 1 SHOWN ON THIS PLAT IS UNKNOWN, CLAIMED BY PINNACLE VOLUNTEER FIRE DEPT.



I HEREBY CERTIFY THAT I (WE) AM (ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF STOKES COUNTY, NORTH CAROLINA, AND THAT I (WE) HAVE OBTAINED THE NECESSARY (OUR) FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED.
DATE: 12-03-20
OWNER(S) SIGNATURE: George A. Hooker



GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft

LEGEND

- PP Power Pole
- CV Guy Wire
- OH Overhead Utility Line
- W Water Valve
- O Existing Iron Pipe
- EP Existing Iron Pipe
- EP Existing Iron Pipe
- EP Existing Iron Pipe

Total 2.402 Acres

LINE TABLE

LINE	LENGTH	BEARING
L1	51.06	S77°44'00"W
L2	99.34	S28°11'48"E
L3	C=221.41	S87°12'37"W
L4	C=58.90	N89°17'23"W
L5	14.45	N01°44'02"W
L6	46.71	N76°48'12"E
L7	29.31	S28°11'48"E

STOKES COUNTY

SCALE	TOWNSHIP	COUNTY	STATE	DATE
1"=100'	YADKIN	STOKES	N.C.	11/03/20
SURVEYED:	MADE:	COMPUTER FILE:	JOB NO.	FIELD BOOK
0.0	0.0	STOKES18	2346-20	ELECTRONIC

Consent Name C-2318
Open Lee Osborne, Professional Land Surveyor, Inc.
Phone (252) 969-1099
FAX PIN 5974727994

CERTIFICATE OF RECORDING SYSTEMS SURVEY
1. Open Lee Osborne, certify that this map was drawn under my supervision and in accordance with the requirements of the North Carolina Surveying Act of 1975, as amended. That the map is a survey that relates parcels of land, that this map is a survey that is located in such a position of a county or municipality that is uncorrelated to any other survey, that this map is a survey of parcels of land, that this map is of a survey of an existing parcel or parcels of land, that the recommendation of existing parcels, a county ordered survey or other exception to the determination of a subdivision survey, that I am unable to make a determination to the best of my professional ability as to provisions contained in A. thru D. above.

FILED
STOKES COUNTY NC
BRANDON HOOKER
REGISTER OF DEEDS
FILED Dec 03, 2020
AT 04:45 pm
BOOK 00018
START PAGE 0024
END PAGE 0024
INSTRUMENT # 06398
EXCISE TAX (None)

§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)



Local Government Property Disposal Procedures

Sale by Negotiated Offer and Upset Bid (G.S. 160A-269)

Listed below are the basic procedures required under state law for disposing of personal and real property by the negotiated offer and upset bid procedure.

- Step 1** Unit receives an offer to purchase property. The unit may solicit offers informally, and may negotiate with a prospective buyer prior to initiating the upset bid procedure.
- Step 2** Governing board adopts a resolution accepting the offer and authorizing the upset bid procedure. The offeror deposits 5% of bid amount with clerk while upset procedure takes place.
- Step 3** Publish advertisement for upset bids in a newspaper of general circulation within the jurisdiction (electronic advertisement is not authorized). The advertisement must describe the property to be sold, the terms and conditions of the sale, and the requirements for submitting a qualifying upset bid within 10 days after the date of publication: a qualifying upset bid must be an amount at least 10% of the first \$1000 of the original offer and 5% of the remainder. Bidders must submit qualifying upset bids within 10 days after date of advertisement and their bids must be accompanied by a 5% bid bond or deposit.
- Step 4** If a qualifying upset bid is received, repeat the advertisement and upset bid process until no additional qualifying upset bid is received.
- Step 5** After no additional qualifying upset bids have been received, governing board awards to the highest responsive, responsible bidder or rejects all bids.

**NORTH CAROLINA
STOKES COUNTY**

Offer To Purchase Property

I, James Kemerling
Rebecca Kemerling, am offering to purchase from the County of Stokes tax parcel

5974-72-9981, Deed Book/Page 728/260 + 728/257 for the sum of \$ 40,000

Plat Book/Page 18/24 - Lot 2 + Lot 1

James C. Kemerling
Rebecca Kemerling
Signature
JAMES C. KEMERLING
Rebecca Kemerling
Print Name

19 AUGUST 2025
Date

When offer is received by the Purchasing/Project Manager the offer will be taken to the Tax Administer & County Manager for approval. Once approval is received from both you will be contacted to place a 5% bid bond, and procedures will be followed per GS 160A-269.

Paid Deposit \$2,000.^{00/}
9/3/2025 *AB*

Resolution Authorizing Upset Bid Process

WHEREAS, the County of Stokes owns certain real property, parcel number 5974-72-9981 located on High Bridge Road Pinnacle, NC and

WHEREAS, North Carolina General Statute § 160A-269 permits the county to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the County has received an offer to purchase the property described above, in the amount of \$40,000, submitted by James Kemerling and Rebecca Kemerling; and

WHEREAS, James Kemerling and Rebecca Kemerling has paid the required five percent (5%) deposit on his offer;

THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF STOKES RESOLVES THAT:

The County Board authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

The county clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset. Any person may submit an upset bid to the office of the county clerk within 10 days after the notice of sale is published. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The county will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The county will return the deposit of the final high bidder at closing. Once a qualifying higher bid has been received, that bid will become the new offer. If a qualifying higher bid is received, the county clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Commissioners.

The terms of the final sale are that

- the Board of Commissioners must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed, and
- the buyer must pay with cash cashier's check, or certified check at the time of closing.

The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate county officials are authorized to execute the instruments necessary to convey the property to James Kemerling and Rebecca Kemerling.

Adopted this the 8th day of September, 2025.

Keith Wood- Chairman

Wayne Barneycastle Vice Chairman

Sonya Cox- Commissioner

Rick Morris- Commissioner

Brad Chandler – Commissioner

Attest:

Olivia Jessup –Clerk to the Board