

ORANGE COUNTY BOARD OF COMMISSIONERS

**JOINT MEETING
WITH ORANGE COUNTY CHIEF'S ASSOCIATION**

AGENDA

BOCC Joint Meeting
October 4, 2012
Meeting – 7:00 p.m.
Southern Human Services Center
2501 Homestead Road
Chapel Hill, NC

- | | | |
|---------------|----|--|
| (7:00 – 7:10) | | Welcome (Board Chair Bernadette Pelissier) |
| (7:10 – 8:15) | 1. | Discussion on Orange County Chief's Association's "Strategic Plan for the Provision of Emergency Services" |
| (8:15 – 9:00) | 2. | Discussion on Insurance Service Office (ISO) Ratings |
| (9:00 – 9:30) | 3. | Discussion on Fire Protection Agreements between Fire Departments and the County |

**ORANGE COUNTY BOARD OF COMMISSIONERS
ORANGE COUNTY CHIEF'S ASSOCIATION
JOINT MEETING**

AGENDA ITEMS ABSTRACT
Meeting Date: October 4, 2012

Action Agenda
Item No. 1, 2, & 3

SUBJECT: Discussions on Orange County Chief's Association "Strategic Plan for the Provision of Emergency Services", Insurance Service Office (ISO) Ratings, and Fire Protection Agreements Between Fire Departments and the County

DEPARTMENT: County Manager

PUBLIC HEARING: (Y/N)

No

ATTACHMENT(S):

Orange County Chief's Association –
"Strategic Plan for the Provision of
Emergency Services" Report
Fire Protection Agreements with All Fire
Departments

INFORMATION CONTACT:

Frank Clifton, County Manager, 245-
2306
Michael Talbert, Assistant County
Manager, 245-2308

PURPOSE: To review and discuss with the Orange County Chief's Association's the topics listed under **BACKGROUND** below.

BACKGROUND:

1. Orange County Fire Chief's Association's "Strategic Plan for the Provision of Emergency Services"

In August 2011 the Orange County Chief's Association engaged the UNC School of Government to prepare the Orange County Chief's Association's "Strategic Plan for the Provision of Emergency Services". Lydian Altman, Director of the Strategic Public Leadership Initiative with the School of Government, led the project along with Masters of Public Administration student Jake Pflapsen.

The Orange County Chief's Association presented the attached Plan to the Board of Commissioners at the Board's March 22, 2012 regular meeting. This follow-up allows representatives from the fire departments, rescue squad, and the Board to discuss the Plan, for Board members to provide feedback, and to determine any next steps.

2. Insurance Service Office (ISO) Fire Ratings

Objective A of the Orange County Chief's Association Strategic Plan states: "To ensure all Orange County residents can receive the maximum fire protection and homeowners'

insurance savings available by improving individual departments' ISO ratings". Numerous Fire Departments have lowered their ISO ratings and others are pursuing this goal. The Fire Departments would like to discuss this goal, the progress made to date and provide the Board the opportunity to provide feedback and determine any next steps.

3. Fire Protection Agreements Between Fire Departments and the County

The Orange County Board of Commissioners has a long-term partnership with the County fire departments and rescue services as evidenced by the attached contracts, most of which were originated in 1992. Most of these existing fire protection contracts automatically renew for a one-year term each fiscal year. The Chief's Association's Strategic Plan encourages the initiation of new fire-year fire protection contracts in order to ensure sustainable services.

On June 5, 2012 the Board approved a recommendation from the Emergency Services Workgroup to proceed with the development of New Fire Protection Contracts with the North Chatham Fire Department, the Town of Carrboro, and the Town of Chapel Hill for implementation by July 1, 2013. The Emergency Services Workgroup is currently defining potential new fire service areas in the Southern Triangle and South Orange Fire District's to improve fire protections and ISO ratings. The County Attorney's office is beginning the process of drafting new fire protection contracts. This presents an opportunity to review national standards and establish local standards and best practices that could be incorporated into a new contract.

FINANCIAL IMPACT: There is no financial impact associated with discussing the items noted above.

RECOMMENDATION(S): The Manager recommends that the Board discuss the "Strategic Plan for the Provision of Emergency Services", Insurance Service Office (ISO) Ratings, and Fire Protection Agreements with representatives from the volunteer fire departments, provide feedback, and determine any next steps.



Strategic Plan for the Provision of Emergency Services

March 2012

EXECUTIVE SUMMARY

The Orange County Chief's Association (OCCA), a 501(c)(3) organization, represents the united voice of the volunteer and professional fire and rescue chiefs serving Orange County. This strategic plan, the first one ever produced for emergency services in the county, introduces OCCA's vision for opportunities for the future of the emergency services delivery system. As Orange County looks forward to smart growth, the OCCA feels the time is right for a coordinated, long-range plan. We hope to use this plan to help us work in partnership with Orange County and other key stakeholders to enhance life safety services. The Orange County Chief's Association is dedicated to providing the most effective, efficient, and compassionate emergency response services for the residents of and visitors to Orange County.

BACKGROUND

Since its formation in the late 1970s, the Orange County Chief's Association has fostered better relationships among the fire and rescue services in Orange County by establishing a forum that promotes a venue for airing shared concerns, developing mutual respect and familiarity, and fostering cooperative relationships. The OCCA strives to provide for policy and resource planning and sharing of best practices for safe, effective, and efficient response and mitigation of emergencies. The Orange County Chief's Association is a member-supported cooperative group of the ten fire chiefs and one rescue squad chief that provide service within Orange County. Two fire departments located outside of Orange County that directly serve portions of the county also participate, but are not dues-paying members.

Figure 1: OCCA Membership	
Full Members	Adjunct Members
Caldwell Fire Department	Mebane Fire Department
Carrboro Fire-Rescue Department	North Chatham Fire Department
Cedar Grove Fire Department	
Chapel Hill Fire Department	
Efland Fire Department	
Eno Fire Department	
New Hope Fire Department	
Orange Grove Fire Department	
Orange Rural Fire Department	
White Cross Fire Department	
South Orange Rescue Squad (SORS)	

Aside from Chapel Hill and Carrboro, every other department serving Orange County is either fully volunteer or a mix of volunteer and paid staff. Volunteer fire and rescue departments have historically been the norm in places like North Carolina, which only recently has begun to experience significant urbanization. Volunteer emergency service personnel represent the best of our citizens, those friends and neighbors who not only willingly answer calls during the middle of the night, but also risk their lives to save life and limb.

Broad demographic trends have made recruiting and retaining volunteers more challenging for some departments, as fewer residents have the time to dedicate to increased training and response requirements. Even so, the volunteer force remains the core of the fire and rescue service for most of Orange County, and is expected to remain so for the foreseeable future.

This arrangement has always been extremely beneficial for taxpayers in Orange County. Especially in the current times of greater financial constraints, volunteer services provide a significant value to the county. **To replace volunteer services in Orange County with paid staff at current staffing levels would cost taxpayers at least \$17 million per year.**¹ This figure jumps to at least \$27 million within the next few years once seven anticipated stations² are completed.³

The needs of the emergency services system have recently come to the forefront in Orange County. The OCCA supports the creation and continued work of the Emergency Services Work Group, which is beginning to address many of the concerns outlined in this report.

A HISTORY OF PROGRESS

The OCCA is proud of its accomplishments in service to the residents of Orange County. Thirteen independent departments work together to form the core of fire and rescue services for Orange County. Together, the OCCA has worked tirelessly to promote best practices, accountability, and cost savings.

- **Group Gear Purchases & Equipment Standardization:** Departments have banded together for group purchases on many occasions, saving money for taxpayers as well ensuring interoperability of equipment.
 - a. Standardized hose connections: (all departments)
 - b. Radios
 - c. Breathing apparatus
 - d. Protective clothing⁴
 - e. Tanker trucks: five departments purchased tankers together in 2009
 - f. Reflective vests: 2006 and 2008 (all departments)
 - g. Velcro helmet tags: 2002-2011 (all departments)
- **Active Pursuit of Grants:** Grant funding allows fire and rescue departments in Orange County to save taxpayer money. The OCCA serves as a forum for sharing successful strategies in this often lengthy and complicated process. Many of these grants required at least a partial match of additional departmental funds, and all applications were strengthened by the cooperative spirit and diligent work efforts resulting from the Orange County Chief's Association.

¹ Base salary of entry level firefighter (plus benefits) times 15 per truck; NFPA 1710 recommends a staff of 15 firefighters per fire truck to keep it fully operational 24 hours per day, year-round. The Department of Insurance requires two trucks, an engine and a tanker, for a station to be certified in rural areas. Times 13 stations (MMA Consulting Group, 2011, p. 13) minus existing paid staff working at volunteer fire departments. 26 full-time personnel work for volunteer fire departments and 15 part-time paid employees; the latter were calculated at half a position (MMA Consulting Group, 2011, p. 12).

² Future stations: Caldwell (1), Efland (2), Orange Grove (2), Orange Rural (1), White Cross (1)

³ Current local salaries range from a base firefighter salary of \$31,500 (\$48,000 with benefits) in Mebane to \$34,736 (\$49,325 with benefits) in Cary. These conservative calculations assume only 2 trucks per station and every firefighter earning an entry-level salary.

⁴ NFPA 1851 recommends replacing protective clothing (turnout gear) every 10 years, or sooner if contaminated.

Orange County Chief's Association | 2012

Figure 2: Examples of Grants Awarded to OCCA Members

Program	Year	Department	Purpose	Amount
FEMA Assistance to Firefighters Grant Program (AFG)	2001	Chapel Hill	Replaced breathing units	\$183,375
	2002	Chapel Hill	Repaired training facility	\$9,993
	2002	Orange Rural	Thermal imagers	\$18,450
	2003	Carrboro	Vehicle exhaust system	\$40,590
	2003	Orange Rural	800 MHz radios	\$152,280
	2003	North Chatham	Breathing units	\$112,590
	2004	Chapel Hill	800 MHz radios	\$345,120
	2004	New Hope	Breathing units & rescue clothing	\$195,000
	2004	Orange Rural	Breathing units	\$65,286
	2004	New Hope	Hurst rescue tools	\$44,000
	2006	Carrboro	800 MHz radios	\$84,012
	2007	Cedar Grove	800 MHz radios	\$118,000
	2007	Orange Grove	Facilities upgrades	\$40,649
	2007	Orange Grove	800 MHz radios	\$16,845
	2007	Orange Grove	Air packs w/ spare cylinders	\$85,000
	2007	North Chatham	Vehicle exhaust system	\$158,753
	2007	White Cross	Radios and mobile repeater	\$124,117
	2008	Cedar Grove	Air packs	\$35,000
	2008	Cedar Grove	Air compressor & refilling system	\$28,000
	2008	Orange Rural	Exhaust system & other equip.	\$76,266
2008	White Cross	Breathing units & compressor	\$85,430	
2010	White Cross	Thermal imager	\$8,550	
2011	Carrboro	Automatic sprinkler system	\$67,950	
FEMA SAFER	2006	Chapel Hill	12 Positions	\$1,240,748
	2007	Carrboro	3 Positions	\$314,262
	2008	Carrboro	6 Positions ⁵	\$646,075
	2009	Orange Grove	4 Positions ⁶	\$404,364
Firehouse Subs	2009	Chapel Hill	Breathing unit upgrades	\$14,000
NC Division of Forest Resources	2007	Carrboro	Forest fire protective clothing	\$670
	2009	Carrboro	Forest fire equipment	\$416
North Carolina Office of State Fire Marshal	2005	SORS	Protective equipment & radios	\$12,480
	2007	SORS	Rope rescue equipment & radios	\$12,497
	2008	SORS	Water rescue equipment & radios	\$24,994
	2008	White Cross	Protective clothing & headsets	\$10,490
	2009	SORS	Technical rescue gear & radios	\$24,900
	2009	White Cross	Protective clothing	\$4,400
	2010	SORS	Rescue gear, AEDs, & radios	\$19,117
	2010	White Cross	Protective clothing & equipment	\$16,925
	2011	Caldwell	Breathing units & pagers	\$54,400
	2011	SORS	Rescue gear, AED, & radios	\$25,000
Strowd Roses, Inc.	2004	SORS	EMS equipment & radios	\$15,000
	2005	SORS	Community CPR & first aid program	\$10,385
	2007	SORS	Community CPR & first aid program	\$10,000
	2010	SORS	Community CPR & first aid program	\$10,000
	2011	SORS	Community CPR & first aid program	\$10,000
US Smokeless Tobacco	2009	Orange Rural	Polaris ATV	\$11,500
OCCA members have collaboratively obtained grants in excess of				\$5,000,646

⁵ Declined by Carrboro due to lack of certainty about future tax revenue to sustain positions

⁶ Declined by Orange Grove for the same reason: cautious financial stewardship

- **Local Spending Initiative (“Buying Local”):** The OCCA has always prioritized local and in-state vendors on equipment purchases, when possible. Newton’s Fire & Safety Equipment, Inc. in Swepsonville has been the primary vendor for OCCA purchases. CW Williams and Co., LLC, of Rocky Mount, and Municipal Emergency Services, Inc., of Charlotte, have been other major vendors.
- **Children’s Fire Safety House:** After a coordinated fundraising effort involving all departments, the OCCA purchased an educational fire safety trailer in 2005. The Children’s Fire Safety House is available for use in community events countywide.
- **Establishment & Enhancement of Countywide Mutual Aid System:** The OCCA spearheaded the original countywide mutual aid system in 1994. This ensured a standardized, multi-departmental response to fires outside of municipal boundaries.
 - a. In 2005, the OCCA signed an upgraded mutual aid compact, which provides for a three-department response to areas outside of municipal areas.
- **Policy Development:** As independent corporate entities, the fire and rescue departments have relatively independent operational authority. Nevertheless, departments have found it beneficial to unify and develop shared response policies to streamline operations and mutual aid. Standard Operating Procedures (SOPs) represent the daily guidelines for departmental operations. Coordinated standards benefit departments by ensuring functional operations at mutual aid scenes. Residents in turn benefit from greater effectiveness. Major accomplishments are highlighted below, but a number of other practices have been initiated by one department and adopted by others through sharing in the OCCA.
 - a. Station Numbering and Resource Typing, mid 1990s: Systematic identification of assets
 - b. Plain Language Radio Communication Procedures, 1992: The OCCA mandated the use of “clear text” on the airwaves to replace 10-codes, a decade before this became a DHS mandate in the wake of September 11th.
 - c. 2 in, 2 out SOP, 1998: The OCCA recommended this best practice response to structure fires.
 - d. ICS protocols SOP, 2011: The Incident Command System (ICS) has been a standard procedure in the fire service for years, and forms a standardized, recognizable frame for organizing a response to major incidents. This policy standardized ICS protocols across departments.
 - e. Accountability SOP, 2011: This allows for Incident Commanders from any agency to track all responders at an emergency scene using the same protocols.
 - f. Mayday SOP, in progress: The OCCA is standardizing the way firefighters from all departments call for help in a life-threatening situation to ensure a consistent response.
- **Major Resource Sharing:** Around the country, many fire departments suffer from “one upsmanship,” in which departments strive to outdo each other in equipment. The Orange County Chief’s Association is proud of the quality apparatus and rescue equipment throughout Orange County, but has cooperatively planned to share major resources like air trucks, ladder trucks, and a heavy rescue truck. This restraint has allowed the fire and rescue departments to provide quality service at reasonable tax rates. Departments also use both the Caldwell training tower and the Chapel Hill training facility to conduct equipment testing and other training.

- **Hardship fund:** In 2009, the OCCA established a fund where firefighters in distress can apply for small grants of emergency financial assistance. The OCCA believes in taking care of their respective personnel, and is mindful of the sacrifices that many personnel, especially volunteers, make in order to contribute to the greater good. Such assistance helps retain valuable trained firefighters.
- **Outside Speakers Forum:** The Orange County Chief's Association brings in speakers periodically to share lessons learned. In November 2010, the OCCA hosted Worcester, Massachusetts Fire Chief John Sullivan, who has spoken nationally about line-of-duty deaths. In January 2011, a representative from Salisbury, NC spoke about losing two firefighters in 2008.

THE STRATEGIC PLANNING PROCESS

The Orange County Chief's Association engaged the UNC School of Government in August 2011. School of Government faculty and staff work with local boards, managers, department heads, and nonprofit groups to help them set priorities, plan and manage work towards those priorities, and evaluate results. Lydian Altman, Director of the Strategic Public Leadership Initiative, worked on this project with Master of Public Administration student Jake Pflapsen, who has worked as an emergency service provider for almost ten years in two municipalities and is a Nationally Registered EMT. Lydian and Jake developed a work plan for the overall project, drafted agendas and a discussion exercise, facilitated discussions, and documented the decisions of the group into this final report.

Summary of the Work:

1. Individual Interviews: October-November 2011
 - School of Government representative conducted individual interviews with each OCCA member to discuss concerns and priorities.
2. First Retreat: Saturday, November 19th, 2011
 - Initial retreat focused on airing concerns and developing a shared vision.
3. Evening Planning Session: Tuesday, January 17th, 2012
 - Progressive goal formulation and agreement
4. February Retreat: Saturday, February 11, 2012
 - Retreat finalized goals and objectives, discussed strategies for moving forward.
5. Final plan review: Tuesday, February 28, 2012
 - OCCA representatives met and edited final strategic plan.

GOALS

The Orange County Chief's Association recognizes the important interdependencies that exist to provide emergency services to the citizens of Orange County. These goals are a mix of work that the OCCA can complete independently and with others. Therefore, successful implementation of this plan and completion of each objective often requires cooperation and communication with other key stakeholders.

The OCCA recognizes that the importance of keeping in mind the "big picture," and has supported adopting specific standards and identified timeframes for doing so throughout this plan. The OCCA encourages its key partner agencies to do the same. The Orange County Chief's Association invites and encourages the Orange County Board of Commissioners to carefully consider the goals and objectives in this plan and how they can positively impact the citizens of Orange County.

GOAL I: Ensuring Viable and Reliable Voice and Data Communication

Objective A: To work with Orange County, relevant law enforcement agencies, the North Carolina Highway Patrol, and outside experts to apply technology solutions to insure 99% radio coverage throughout Orange County with building penetration by July 2013. The MMA Report acknowledged these deficiencies, noting that "dead spots and poor building penetration place responders at risk when operating under emergency conditions."⁷

Background: Currently, the VIPER (Voice Interoperability Plan for Emergency Responders) digital 800MHz system provides inadequate radio coverage for emergency services personnel across Orange County. VIPER was originally designed for use at street level by the North Carolina Highway Patrol. Fire and rescue providers often respond to calls beyond the highways, creating substantial safety hazards. As Orange County Emergency services notes: "The current system does not provide 100% coverage – there are "dead spots.""⁸ VIPER has problems with **coverage, capacity, and building penetration.**

Construction of new towers in strategic locations may be required to address this problem. Some fire departments in the county, including Chapel Hill, Efland, and White Cross, have already purchased mobile repeaters to partially address this issue. These repeaters are vehicle based, and cost approximately \$20,000 each, and are not considered adequate substitutes for a full tower.⁹

The VIPER system is strained from its use by all Orange County public safety agencies. Due to the increased usage, users are sometimes confronted with "busy bonks," a beeping when trying to transmit due to system overload. The problem and the solution have been acknowledged by Orange County. "Adding channels to existing towers will improve system capacity. The cost of one channel added to one tower is approximately \$30,000 and multiple channels will be needed on multiple towers."¹⁰

⁷ MMA Consulting Group, April 2011, p. 78

⁸ Orange County Board of Commissioners, November 17, 2011 Action Agenda Item #8-d Abstract: Review of VIPER

⁹ Adapted from Orange County Board of Commissioners, November 17, 2011 Action Agenda Item #1 Abstract: VIPER

¹⁰ Orange County Board of Commissioners, November 17, 2011 Action Agenda Item #1 Abstract: VIPER

Lastly, building penetration is minimal in large structures, including commercial buildings, schools, and university facilities. The fire and rescue services often respond to these areas, operating without radio communication. The aforementioned mobile repeaters partially improve building penetration; however, the OCCA encourages Orange County to adopt legislation mandating repeaters to be placed inside large structures, as some other local North Carolina jurisdictions have required. Local examples include the municipalities of Cary, Chapel Hill, Durham, and Raleigh.

Objective B: To advocate for the continued and ongoing support of the radio paging system with consistent use of audible call information beginning in 2012.

Background: The VHF/UHF repeater system forms the backbone of the radio paging system used by all departments throughout Orange County. Individual departments issue pagers to emergency responders because it would be impractical to purchase take-home radios and require continuous monitoring. Emergency responders have repeatedly been paged and not received follow-up audible call information. This small step is vital to correctly routing personnel when seconds count. The OCCA encourages Orange County Emergency Services to immediately apply appropriate policy and training steps to correct this common oversight.

Cell phones and digital text pagers have repeatedly proven inadequate as sole communication devices for emergency call outs due to coverage and network issues; however, they are still important secondary communication devices used by emergency responders.

Objective C: To encourage the continued development of a robust mobile data network throughout Orange County by January 2014.

Background: Cell phone data networks form the third leg of the emergency communications network, and will be a vital component to the future mobile data network (Goal II, Objective B). The expansion of the existing capacity of this network benefits not only emergency responders, but also citizens with increasing digital connectivity demands.

GOAL II: Improving the 9-1-1 Telecommunications System and Center

Objective A: To work with Orange County to ensure the deployment of a state-of-the-art 911 Telecommunications Center that is able to dispatch emergency calls within 90 seconds or less 90% of the time by January 2014.

Background: "The Telecommunications Center is the public safety answering point and is the link for citizens to access law enforcement and emergency service agencies."¹¹ The OCCA seeks to ensure consistent and reliable dispatching by supporting and encouraging the Orange County 911 Telecommunications Center to fully adopt additional nationally recognized standards¹² and measureable benchmarks for public safety call taking and dispatching. Orange County itself has long-acknowledged "the goal is to process and push the call to the first response agencies within

¹¹ <http://www.co.orange.nc.us/emergency/About.asp>

¹² NFPA 1221: Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems, 2010 Edition, & APCO Recommended Best Practices PSAPs / Telematics Call Processing, 2009

90 seconds of receipt, but due to the added workload and flat resources, the current average process time is 135 seconds.”¹³

Objective B: To support the acquisition by January 2014 of a Computer Aided Dispatch (CAD) network with live links to Mobile Data Terminals (MDTs) in the field.

Background: CAD networks with live links to MDTs offer system managers the ability to remotely supervise an entire emergency services network, while freeing up valuable radio airtime. Responders in the field appreciate the push button status changes, as well as the ability to know exactly what dispatchers know in real time. This two-way information sharing promotes accountability, and some emergency systems have even opened up their CAD systems (in a view-only mode) to online public viewership. Live CAD systems run off wireless networks.

Durham County already supports a live CAD network, as do many jurisdictions around the state and the country. This technology has existed for decades, and proven invaluable in public safety applications. Both Carrboro and Chapel Hill already have static MDTs on their fire apparatus, and these mobile computers will be configured to support online capabilities.

The OCCA envisions Orange County Emergency Services developing the network and providing ongoing technical support, but allowing individual departments to purchase the equipment on their own following the system roll-out by January 2014. This approach, taken in Durham County, has allowed for a phased-in approach to better suit the financial planning needs of individual departments. The OCCA encourages each member department to purchase equipment within a year of the system becoming operational.

Goal III: Encouraging the Adoption of Measureable Emergency Response System Benchmarks and Reporting Norms

Objective A: To establish transparent and measurable benchmarks for EMS service delivery to ensure continuous quality management by January 2013.

Background: Due to differences in how data is collected and measured between the fire and rescue departments and Orange County EMS, benchmarking is currently impossible. The public has a right to be able to assess the quality and effectiveness of the emergency services response network. The Orange County Chief's Association desires transparent and available information regarding EMS response times and coverage.

The OCCA seeks routine reporting to the Orange County Board of Commissioners and support agencies of such commonly used benchmarks as call volume and type, normalized response times, unit availability, unit downtime due to maintenance, time on scene, transport times, Advanced Life Support vs. Basic Life Support cases, delays between first responder and ambulance arrival times, cost per response, third party collection rates, personnel vacancy rates and turnover, training time per employee, and numbers of medical protocol violations.

¹³ Orange County Board of Commissioners, March 25, 2010 Action Agenda Item #2 Abstract: EMS Delivery Report

The live CAD system should facilitate easy and instantaneous reporting of this data in the future; however, the OCCA looks for weekly reports of existing available information in the meantime.

Goal IV: Setting Service Standard Goals for Volunteer Fire Departments

Objective A: To ensure all Orange County residents can receive the maximum fire protection and homeowners' insurance savings available by improving individual departments' ISO ratings¹⁴ in the following manner:

Figure 3: Timeline for ISO Applications

Goal	Date for ISO Application
ISO Rating of 8	July 2013
ISO Rating of 6	July 2016

Background: Numerous members have already lowered their ISO ratings, and the OCCA has provided a collaborative forum in which fire chiefs share strategies and concerns in their pursuit of this goal. For the first time ever, OCCA members have agreed that all volunteer fire departments will work towards achieving an ISO rating of 6 for residences within a five mile district of fire stations.

The OCCA has undertaken this goal by itself, mindful of the significant challenges it will pose to some departments in terms of upgrading water hauling capabilities, equipment, and personnel training. By working together in a collaborative fashion with Orange County planners and educating citizens about the benefits of lower insurance ratings, the OCCA looks to accomplish this major initiative. The Orange County Chief's Association also acknowledges the link of ISO ratings to commercial development, and the critical role that water supply plays in those calculations. As Orange County looks to foster sustainable growth, the OCCA recognizes the potential for shared solutions.

Objective B: To ensure that all fire and rescue departments in Orange County have sought to adequately implement nationally recognized consensus standards.

Background: The NFPA has established national consensus standards of best practices for emergency responders with training and operational guidelines that exceed ISO's standards. NFPA 1710¹⁵ and NFPA 1720¹⁶ specify best practices for career and volunteer fire departments, respectively. NFPA 1670¹⁷ establishes standards for technical rescue disciplines of the sort provided by South Orange Rescue Squad. OCCA members will research, discuss, and consider the full implications of attaining these standards. The OCCA encourages all its member

¹⁴ "ISO's expert staff collects information about municipal fire protection efforts in communities throughout the United States. In each of those communities, ISO analyzes the relevant data and assigns a Public Protection Classification (PPCTM) — a number from 1 to 10." A grade of 6 represents the maximum insurance savings that can be achieved by a fire department for residential properties. (<http://www.iso.com/faq/ISO-FAQ/The-Public-Protection-Classification-PPC-Program.html>)

¹⁵ NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2010 Edition

¹⁶ NFPA 1720: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2010 Edition

¹⁷ NFPA 1670: Standard on Operations and Training for Technical Search and Rescue Incidents, 2009 Edition

departments to implement a plan for compliance with their applicable NFPA standards by January 2014, with a goal to meet these standards by January 2016.

GOAL V: Planning for a Countywide Training Facility

Objective A: To work with Orange County to provide a modern, centrally located training facility for firefighters and emergency personnel.

Background: Caldwell Fire Department built the first training facility in Orange County in 1981, a drill tower that is still used frequently. Chapel Hill opened a training facility in the mid-1980s that provides a classroom, drafting pit, drill tower, and burn building. Both facilities are open for shared multi-departmental use; however, they are older and not easily accessible for all departments. The Orange County Chief's Association would like to work towards finalizing a plan for a modern replacement facility by January 2016, with a goal of completion by January 2018.

GOAL VI: Preparing a Multi-Hazard Risk Assessment Plan

Objective A: To work with Orange County to prepare a Multi-Hazard Risk Assessment Plan by January 2013. This plan will establish:

- a. Specific inventory of target hazards and infrastructure protection needs
- b. The frequency, probability, and history of events
- c. The types of responses that are needed in the county
- d. Who is/can be prepared to offer that response, e.g., swift water rescue, mass casualty incidents
- e. Training needs for various departments
- f. Adequate legal protection to the organizations providing the services
- g. That fire protection and emergency service needs shall be considered in the development review and approval processes

Background: Risk assessment plans are proven emergency management tools that integrate GIS based mapping with hazard projections. A comprehensive Multi-Hazard Risk Assessment Plan has never been completed in Orange County, but these plans are required by FEMA for disaster reimbursements.¹⁸ The OCCA would like to be involved in the development of the initial plan and subsequent 5-10 year updates done to maintain the plan.

GOAL VII: Building Better Relationships with Key Stakeholders

Objective A: To ensure sustainable services and recognize the nature of long-term partnership between the Orange County Board of Commissioners and volunteer fire and rescue services by instituting five-year coverage contracts with annual review and extension by January 2013.

Background: Most volunteer fire departments in Orange County operate on old contracts with automatic one-year renewals. This means that either party could decide to terminate the contract, leaving only one year to scramble to find solutions. The North Carolina State Legislature has recognized a five-year contracting period with rural fire departments as an

¹⁸ <http://www.fema.gov/plan/mitplanning/risk.shtm>

appropriate time frame to allow for adjustments in purchasing, planning, and borrowing.¹⁹ Annual review and renewal at the time of budget allocations would in effect extend the contract for another five years, safeguarding the interests of both parties. Neither party benefits when the ability to provide emergency services is jeopardized, or when the viability of long-term and expensive capital planning remains tenuous.

Objective B: To engage in a conversation with the Orange County Board of Commissioners for reimbursement for the provision of first responder EMS services.

Background: Providing emergency services is not free, even when volunteers are used. Orange County, like all other counties in North Carolina, has a legal responsibility to provide emergency medical services. Fire departments are under no obligation to provide these services, yet they are dispatched to and expected to perform first responder services at medical aids.

OCCA members expect that fire departments be compensated for the marginal cost of providing first responder service. These costs of doing business include fuel for transport to non-fire calls, additional training for firefighters expected to perform emergency medical services, and medical supplies. These costs incurred in the provision of first responder service are all currently borne by individual departments. Orange County collects substantial fees for EMS services, though fire departments are not reimbursed for their contributions.

Objective C: To have a joint discussion with Orange County Emergency Services and the Medical Director to develop strategies to adequately use EMT-based Basic Life Support (BLS) capabilities within the county.

Background: South Orange Rescue Squad is a valuable force multiplier for Orange County, with a large base of Emergency Medical Technicians (EMTs). Many fire departments also have members who are EMTs. These employees are dissuaded from career progression and higher certification because of limited career opportunities with Orange County Emergency Services, the only Advanced Life Support (ALS) provider in the county.

The Orange County Chief's Association expects to use this discussion to review criteria for first responder dispatch. If necessary, limits should be negotiated for first responder dispatch to preserve fire protection coverage, the top priority for fire departments. The OCCA expects to always be involved in the decision making process.

GOAL VIII: Fostering Increased Public Awareness

Objective A: To develop ongoing strategies to foster greater public awareness of how emergency services are delivered and to highlight the role volunteers play in providing services.

Background: As the MMA Consulting Group noted in their recent report, "Orange County has a complex and sophisticated fire and rescue system."²⁰ The OCCA looks to proactively engage members of the public and elected officials to better convey the roles and responsibilities of the fire and rescue services in Orange County.

¹⁹ G.S. § 160A-57.58

²⁰ MMA Consulting Group, April 2011, p. 1

Prior to this time, no community expectations have been established for what Orange County citizens want in emergency services. Decisions are made through year-to-year budget requests based on the professional recommendations of emergency services leaders to boards or appointed managers. The Orange County Chief's Association welcomes a public discussion regarding service level expectations, and hopes to provide accurate information to advance this conversation.

Key points to address in public outreach

- What does "response time" mean and who/what agencies are involved in the equation? Explain any existing gaps. ("Why does the fire truck/ambulance take so long?")
- The value of leveraging paid staff with volunteers. Explain how much money Orange County saves by using volunteer fire and rescue departments.
- The value of the levels of service and training offered in departments, along with the number of hours donated through volunteer fire departments and South Orange Rescue Squad.
- ISO ratings and insurance link: how marginally higher taxes help homeowners save significant amounts of money.
- The 2012 OCCA Strategic Plan as a foundation for noting past successes and direction for future progress.

CONCLUSION

With Orange County's "changing demographics and increased urbanization"²¹ comes the responsibility for quality fire protection and life safety services. The Orange County Chief's Association urges thoughtful public consideration and discussion of the goals contained in this report, and looks forward to a future of collaborative progress built on our tradition of past successes. As noted by Orange County Emergency Services, "appropriate resources must be available to ensure an equitable, high-performance service delivery system."²² The Orange County Chief's Association is committed to working with all stakeholders to ensure this vision of emergency services delivery becomes a reality.

²¹ Orange County Board of Commissioners, March 25, 2010 Action Agenda Item #2 Abstract: EMS Delivery Report

²² Orange County Board of Commissioners, March 25, 2010 Action Agenda Item #2 Abstract: EMS Delivery Report

Orange County Chief's Association | 2012

Caldwell Fire Department

Chief Brad Allison

Orange Grove Fire Department

Chief Tommy Holmes

Carrboro Fire-Rescue Department

Chief Travis Crabtree

Orange Rural Fire Department

Chief Jeff Cabe

Cedar Grove Fire Department

Chief Jeff Borland

White Cross Fire Department

Chief Jerry Lloyd

Chapel Hill Fire Department

Chief Dan Jones

South Orange Rescue Squad

Chief Matthew Mauzy

Efland Fire Department

Chief Kevin Brooks

Mebane Fire Department

Chief Bob Louis

Eno Fire Department

Chief Bryan Baker

North Chatham Fire Department

Chief John Strowd

New Hope Fire Department

Chief Mike Tapp



NORTH CAROLINA

CONTRACT AND AGREEMENT

ORANGE COUNTY

THIS CONTRACT AND AGREEMENT, made and entered into this the
19th day of May, 1992, by and between the COUNTY of
 ORANGE, hereinafter referred to as County and the _____
CALDWELL FIRE DEPARTMENT, Inc., for the protection of the
CALDWELL Fire District, hereinafter referred to as
 Fire Department;

W I T N E S S E T H:

THAT WHEREAS, North Carolina General Statutes 69-25.5
 provides that counties may provide for fire protection in a fire
 district by contracting with an incorporated nonprofit volunteer or
 community fire department; and

WHEREAS, the CALDWELL Fire District is a
 special tax district created pursuant to Chapter 69 of the North
 Carolina General Statutes; and

WHEREAS, the CALDWELL Fire Department is
 a nonprofit corporation organized for fire protection purposes; and

WHEREAS, County has elected to provide fire protection and
 fire prevention services and optional first responder services
 authorized by North Carolina General Statutes 69-25.7 (hereinafter
 "services"), within the boundaries of the CALDWELL
 _____ Fire District, by contracting with Fire Department
 to provide services; and

WHEREAS, Fire Department has the ability to provide and is
 willing to be the contract provider of services within the boundary
 of the CALDWELL Fire District; and

WHEREAS, County levies and collects the taxes and is responsible for appropriating said funds for the use of the citizens in CALDWELL Fire District; and

WHEREAS, County desires to establish a renewable contract to enable Fire Department to make long-range plans;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto contract and agree as follows:

1. Each fiscal year, the County will cause to be levied a special tax not exceeding 15 cents (\$0.15) per one hundred dollar valuation of all real and personal property subject to taxation in the CALDWELL Fire District unless otherwise limited by law and/or a vote of the people; and will collect said tax as a part of the ad valorem tax collections of the County. The amount levied annually shall be based on a tax rate approved by the Board of County Commissioners following review of the needs projected in the budget estimate submitted to the County by the Board of Directors of the Fire Department.

2. That a special revenue fund shall be maintained for each fire district by the County for funds collected as a result of said special tax in which fund appropriations will be based on the budget estimates approved by the County Commissioners. Unappropriated amounts remaining in the revenue fund shall be carried over to the next fiscal year for fire department use.

3. That all appropriations established by the County Commissioners will be remitted to the Fire Department in quarterly payments by the 15th day of the first month of each quarter for the first three quarters beginning in July and ending on March 31, and the final quarterly payment will be made based on the County Finance Director's estimate of overall tax collections through the fiscal year end not to exceed the appropriation amount. All late listing penalties and interest on delinquent taxes associated with collections will be retained by the County as cost of collections.

4. The Fire Department shall provide the necessary equipment, personnel, and other resources as determined by the North Carolina Department of Insurance, Fire and Rescue Service Division, and the Insurance Service Office for all property located within the CALDWELL Fire District, will strive to achieve and maintain at least a 9S insurance rating, and will furnish services free of charge to all persons and individuals within the District.

5. That all funds paid to the Fire Department by the County shall be used exclusively by the Fire Department to provide services within said District, and to pay other legitimate expenses. The Fire Department may provide a first responder program, if it is provided under the guidelines provided by Orange County Emergency Management and under the direction of the Emergency Medical Services Medical Director to provide basic emergency medical care to citizens within the fire district.

6. The Fire Department shall operate in compliance with all applicable state and local laws and regulations including the Local Emergency Planning Committee Hazardous Materials Training requirements and North Carolina Fire Incident Reporting System, for which reports shall be submitted to the Fire Marshal's Office on a monthly basis. The Fire Department further agrees to annually file with the Fire Marshal's office a current list of its Board of Directors and a roster of its members with addresses, telephone numbers, social security numbers; an annual training report; and a list of fire apparatus including pump and tank size, and specialized fire suppression equipment, no later than July 31.

7. The County may inspect all books and accounts of the Fire Department at any time, upon reasonable notice. The Fire Department will present to the County within 90 days of the close of each County fiscal year (July 1-June 30), an accounting of how public funds have been expended on the forms provided by Orange County Finance Department.

8. The Fire Department will comply with County budgeting procedures and other procedures provided for by State Law and agrees to submit annual budget estimates and a supporting letter of request for a proposed tax rate signed by the Board President upon approval by the Board of Directors of the Fire Department. The Emergency Management Office will provide the standard forms used by county departments for presentation to the Board of Commissioners, in accordance with established County budget

timetables. The Fire Department will use standard line items for accounting devised or consented to by the County Finance Office.

9. The Fire Department will file with the County Fire Marshal a true copy of the Articles of Incorporation, existing Bylaws, Standard Operating Procedures, and any changes made thereto from time to time. Further, the Fire Department agrees to amend and adopt its charter and bylaws as necessary to meet all minimum legal requirements for a North Carolina nonprofit corporation, as allowed in G.S. 55A-1 through 55A-43, with or without voting members which charter and bylaws have provisions enabling citizens of the community to have input in the affairs of the corporation at least at an annual meeting as described by G.S. 55A-30 and vesting in the Board of Directors the authority to manage the affairs of the corporation.

10. This contract shall renew automatically each fiscal year on the 1st day of July, and shall continue in effect until terminated by either party hereto, upon three hundred sixty five days (365) written notice to the other party. Any contracts between the County and the Fire Department now in effect, with respect to the subject matter contained herein, are superseded upon the effective date of this contract.

11. This contract was written with the laws of the State of North Carolina in mind. It shall be construed consistent with and interpreted pursuant to the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the chairman of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and the Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors duly given.

ORANGE COUNTY BOARD OF COMMISSIONERS

BY: Moses Carey
(Chair)

ATTEST:

Beverly R. Blythe
(Clerk)

(Fire Department)

X BY: Trecia K Hamlin
(President, Board of Directors)

ATTEST:

Michael Hall
(Secretary)

NORTH CAROLINA

CONTRACT AND AGREEMENT

ORANGE COUNTY

THIS CONTRACT AND AGREEMENT, made and entered into this the
19th day of May, 1992, by and between the COUNTY of
 ORANGE, hereinafter referred to as County and the _____
CEDAR GROVE _____, Inc., for the protection of the
CEDAR GROVE _____ Fire District, hereinafter referred to as
 Fire Department;

W I T N E S S E T H:

THAT WHEREAS, North Carolina General Statutes 69-25.5
 provides that counties may provide for fire protection in a fire
 district by contracting with an incorporated nonprofit volunteer or
 community fire department; and

WHEREAS, the _____ CEDAR GROVE _____ Fire District is a
 special tax district created pursuant to Chapter 69 of the North
 Carolina General Statutes; and

WHEREAS, the _____ CEDAR GROVE _____ Fire Department is
 a nonprofit corporation organized for fire protection purposes; and

WHEREAS, County has elected to provide fire protection and
 fire prevention services and optional first responder services
 authorized by North Carolina General Statutes 69-25.7 (hereinafter
 "services"), within the boundaries of the _____ CEDAR GROVE _____
 _____ Fire District, by contracting with Fire Department
 to provide services; and

WHEREAS, Fire Department has the ability to provide and is
 willing to be the contract provider of services within the boundary
 of the _____ CEDAR GROVE _____ Fire District; and

WHEREAS, County levies and collects the taxes and is responsible for appropriating said funds for the use of the citizens in CEDAR GROVE Fire District; and

WHEREAS, County desires to establish a renewable contract to enable Fire Department to make long-range plans;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto contract and agree as follows:

1. Each fiscal year, the County will cause to be levied a special tax not exceeding 15 cents (\$0.15) per one hundred dollar valuation of all real and personal property subject to taxation in the CEDAR GROVE Fire District unless otherwise limited by law and/or a vote of the people; and will collect said tax as a part of the ad valorem tax collections of the County. The amount levied annually shall be based on a tax rate approved by the Board of County Commissioners following review of the needs projected in the budget estimate submitted to the County by the Board of Directors of the Fire Department.

2. That a special revenue fund shall be maintained for each fire district by the County for funds collected as a result of said special tax in which fund appropriations will be based on the budget estimates approved by the County Commissioners. Unappropriated amounts remaining in the revenue fund shall be carried over to the next fiscal year for fire department use.

3. That all appropriations established by the County Commissioners will be remitted to the Fire Department in quarterly payments by the 15th day of the first month of each quarter for the first three quarters beginning in July and ending on March 31, and the final quarterly payment will be made based on the County Finance Director's estimate of overall tax collections through the fiscal year end not to exceed the appropriation amount. All late listing penalties and interest on delinquent taxes associated with collections will be retained by the County as cost of collections.

4. The Fire Department shall provide the necessary equipment, personnel, and other resources as determined by the North Carolina Department of Insurance, Fire and Rescue Service Division, and the Insurance Service Office for all property located within the CEDAR GROVE Fire District, will strive to achieve and maintain at least a 9S insurance rating, and will furnish services free of charge to all persons and individuals within the District.

5. That all funds paid to the Fire Department by the County shall be used exclusively by the Fire Department to provide services within said District, and to pay other legitimate expenses. The Fire Department may provide a first responder program, if it is provided under the guidelines provided by Orange County Emergency Management and under the direction of the Emergency Medical Services Medical Director to provide basic emergency medical care to citizens within the fire district.

6. The Fire Department shall operate in compliance with all applicable state and local laws and regulations including the Local Emergency Planning Committee Hazardous Materials Training requirements and North Carolina Fire Incident Reporting System, for which reports shall be submitted to the Fire Marshal's Office on a monthly basis. The Fire Department further agrees to annually file with the Fire Marshal's office a current list of its Board of Directors and a roster of its members with addresses, telephone numbers, social security numbers; an annual training report; and a list of fire apparatus including pump and tank size, and specialized fire suppression equipment, no later than July 31.

7. The County may inspect all books and accounts of the Fire Department at any time, upon reasonable notice. The Fire Department will present to the County within 90 days of the close of each County fiscal year (July 1-June 30), an accounting of how public funds have been expended on the forms provided by Orange County Finance Department.

8. The Fire Department will comply with County budgeting procedures and other procedures provided for by State Law and agrees to submit annual budget estimates and a supporting letter of request for a proposed tax rate signed by the Board President upon approval by the Board of Directors of the Fire Department. The Emergency Management Office will provide the standard forms used by county departments for presentation to the Board of Commissioners, in accordance with established County budget

timetables. The Fire Department will use standard line items for accounting devised or consented to by the County Finance Office.

9. The Fire Department will file with the County Fire Marshal a true copy of the Articles of Incorporation, existing Bylaws, Standard Operating Procedures, and any changes made thereto from time to time. Further, the Fire Department agrees to amend and adopt its charter and bylaws as necessary to meet all minimum legal requirements for a North Carolina nonprofit corporation, as allowed in G.S. 55A-1 through 55A-43, with or without voting members which charter and bylaws have provisions enabling citizens of the community to have input in the affairs of the corporation at least at an annual meeting as described by G.S. 55A-30 and vesting in the Board of Directors the authority to manage the affairs of the corporation.

10. This contract shall renew automatically each fiscal year on the 1st day of July, and shall continue in effect until terminated by either party hereto, upon three hundred sixty five days (365) written notice to the other party. Any contracts between the County and the Fire Department now in effect, with respect to the subject matter contained herein, are superseded upon the effective date of this contract.

11. This contract was written with the laws of the State of North Carolina in mind. It shall be construed consistent with and interpreted pursuant to the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the chairman of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and the Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors duly given.

ORANGE COUNTY BOARD OF COMMISSIONERS

BY: Moses Carey
(Chair)

ATTEST:

Beverly R. Blythe
(Clerk)

Cedar Grove
(Fire Department)

BY: Billy Walker
(President, Board of Directors)

ATTEST:

Louise R. Tate
(Secretary)

NORTH CAROLINA

CONTRACT AND AGREEMENT

ORANGE COUNTY

THIS CONTRACT AND AGREEMENT, made and entered into this the
19th day of May, 1992, by and between the COUNTY of
 ORANGE, hereinafter referred to as County and the _____
EFLAND VOLUNTEER FIRE COMPANY, Inc., for the protection of the
WEST ORANGE Fire District, hereinafter referred to as
 Fire Department;

W I T N E S S E T H:

THAT WHEREAS, North Carolina General Statutes 69-25.5
 provides that counties may provide for fire protection in a fire
 district by contracting with an incorporated nonprofit volunteer or
 community fire department; and

WHEREAS, the WEST ORANGE Fire District is a
 special tax district created pursuant to Chapter 69 of the North
 Carolina General Statutes; and

WHEREAS, the EFLAND Fire Department is
 a nonprofit corporation organized for fire protection purposes; and

WHEREAS, County has elected to provide fire protection and
 fire prevention services and optional first responder services
 authorized by North Carolina General Statutes 69-25.7 (hereinafter
 "services"), within the boundaries of the WEST ORANGE
 _____ Fire District, by contracting with Fire Department
 to provide services; and

WHEREAS, Fire Department has the ability to provide and is
 willing to be the contract provider of services within the boundary
 of the WEST ORANGE Fire District; and

WHEREAS, County levies and collects the taxes and is responsible for appropriating said funds for the use of the citizens in WEST ORANGE Fire District; and

WHEREAS, County desires to establish a renewable contract to enable Fire Department to make long-range plans;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto contract and agree as follows:

1. Each fiscal year, the County will cause to be levied a special tax not exceeding 15 cents (\$0.15) per one hundred dollar valuation of all real and personal property subject to taxation in the WEST ORANGE Fire District unless otherwise limited by law and/or a vote of the people; and will collect said tax as a part of the ad valorem tax collections of the County. The amount levied annually shall be based on a tax rate approved by the Board of County Commissioners following review of the needs projected in the budget estimate submitted to the County by the Board of Directors of the Fire Department.

2. That a special revenue fund shall be maintained for each fire district by the County for funds collected as a result of said special tax in which fund appropriations will be based on the budget estimates approved by the County Commissioners. Unappropriated amounts remaining in the revenue fund shall be carried over to the next fiscal year for fire department use.

3. That all appropriations established by the County Commissioners will be remitted to the Fire Department in quarterly payments by the 15th day of the first month of each quarter for the first three quarters beginning in July and ending on March 31, and the final quarterly payment will be made based on the County Finance Director's estimate of overall tax collections through the fiscal year end not to exceed the appropriation amount. All late listing penalties and interest on delinquent taxes associated with collections will be retained by the County as cost of collections.

4. The Fire Department shall provide the necessary equipment, personnel, and other resources as determined by the North Carolina Department of Insurance, Fire and Rescue Service Division, and the Insurance Service Office for all property located within the WEST ORANGE Fire District, will strive to achieve and maintain at least a 9S insurance rating, and will furnish services free of charge to all persons and individuals within the District.

5. That all funds paid to the Fire Department by the County shall be used exclusively by the Fire Department to provide services within said District, and to pay other legitimate expenses. The Fire Department may provide a first responder program, if it is provided under the guidelines provided by Orange County Emergency Management and under the direction of the Emergency Medical Services Medical Director to provide basic emergency medical care to citizens within the fire district.

6. The Fire Department shall operate in compliance with all applicable state and local laws and regulations including the Local Emergency Planning Committee Hazardous Materials Training requirements and North Carolina Fire Incident Reporting System, for which reports shall be submitted to the Fire Marshal's Office on a monthly basis. The Fire Department further agrees to annually file with the Fire Marshal's office a current list of its Board of Directors and a roster of its members with addresses, telephone numbers, social security numbers; an annual training report; and a list of fire apparatus including pump and tank size, and specialized fire suppression equipment, no later than July 31.

7. The County may inspect all books and accounts of the Fire Department at any time, upon reasonable notice. The Fire Department will present to the County within 90 days of the close of each County fiscal year (July 1-June 30), an accounting of how public funds have been expended on the forms provided by Orange County Finance Department.

8. The Fire Department will comply with County budgeting procedures and other procedures provided for by State Law and agrees to submit annual budget estimates and a supporting letter of request for a proposed tax rate signed by the Board President upon approval by the Board of Directors of the Fire Department. The Emergency Management Office will provide the standard forms used by county departments for presentation to the Board of Commissioners, in accordance with established County budget

timetables. The Fire Department will use standard line items for accounting devised or consented to by the County Finance Office.

9. The Fire Department will file with the County Fire Marshal a true copy of the Articles of Incorporation, existing Bylaws, Standard Operating Procedures, and any changes made thereto from time to time. Further, the Fire Department agrees to amend and adopt its charter and bylaws as necessary to meet all minimum legal requirements for a North Carolina nonprofit corporation, as allowed in G.S. 55A-1 through 55A-43, with or without voting members which charter and bylaws have provisions enabling citizens of the community to have input in the affairs of the corporation at least at an annual meeting as described by G.S. 55A-30 and vesting in the Board of Directors the authority to manage the affairs of the corporation.

10. This contract shall renew automatically each fiscal year on the 1st day of July, and shall continue in effect until terminated by either party hereto, upon three hundred sixty five days (365) written notice to the other party. Any contracts between the County and the Fire Department now in effect, with respect to the subject matter contained herein, are superseded upon the effective date of this contract.

11. This contract was written with the laws of the State of North Carolina in mind. It shall be construed consistent with and interpreted pursuant to the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the chairman of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and the Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors duly given.

ORANGE COUNTY BOARD OF COMMISSIONERS

BY: Moses Carey Jr.
(Chair)

ATTEST:

Beverly C. Blythe
(Clerk)

Liland Volunteer Fire Co., Inc.
P. O. Box 35
Effland, N. C. 27243

(Fire Department)

BY: Robert J. [Signature]
(President, Board of Directors)

ATTEST:

George E. White
(Secretary)

NORTH CAROLINA

ORANGE COUNTY

This contract, made and entered into this 16 day of March, 2004, by and between the CITY OF MEBANE, a municipal corporation, hereinafter referred to as the City, and the COUNTY OF ORANGE, hereinafter called the County.

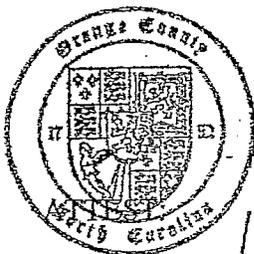
WITNESSETH:

That for and consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by North Carolina General Statutes 160A-11 and 160A-293, do hereby covenant and agree as follows:

1. The City agrees to furnish and provide continuing fire protection services to all property within the East Alamance Fire District lying outside the boundaries of the City: and
2. Payment for fire protection service is provided through an existing contract between the City and the Efland Volunteer Fire Company, Incorporated, which is attached hereto and incorporated herein as Exhibit A to this agreement.

This contract shall renew automatically each fiscal year on the first day of July, and shall continue in effect until terminated by either party hereto, upon three hundred sixty five (365) days written notice to the other party provided, however, the contract shall terminate automatically if the existing contract with Efland Volunteer Fire Company, Incorporated terminates.

IN WITNESS WHEREOF, the County has caused this document to be executed by the Chair of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and the City has caused this document to be executed by the Mayor and attested by its Clerk.



ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

BY: [Signature]
Chair

BY: [Signature]
Clerk

CITY OF MEBANE

BY: [Signature]
Mayor

ATTEST:

BY: [Signature]
Clerk

NORTH CAROLINA

FIRE SERVICE AGREEMENT

ORANGE COUNTY

This contract, made and entered into this the 30 day of June, 2003, by and between Efland Volunteer Fire Company, Inc., a nonprofit corporation with its principal office in Orange County, North Carolina, party of the first part (hereinafter referred to as "Efland") and the City of Mebane, a North Carolina municipal corporation, located in Alamance and Orange Counties, North Carolina, party of the second part (hereinafter referred to as "Mebane").

WITNESSETH:

THAT WHEREAS by agreement dated June 1, 1998, Mebane, through its fire department, did agree to provide fire protection within certain portions of the Efland Fire Protection District; and

WHEREAS the areas in which Mebane has provided primary fire protection services is described as follows:

Beginning at a point where Orange County Road # 1340 intersects the Alamance County line, thence along said Alamance County line in a southerly direction until said line intersects Orange County Road # 1007, thence along said road to intersection of Road # 1117, thence along said road to intersection of Road # 1120, thence along said road to intersection of Road # 1114, thence along said road to intersection of Road # 1310, thence along said road to intersection of Road # 1306, thence along said road to intersection of Road # 1342, thence along said road an imaginary projection of said road to a point where it would intersect with Road # 1340, thence along said road to the point of beginning; and

WHEREAS, the City of Mebane has annexed a portion of the property lying within said described area and it is required by North Carolina General Statute Section 160A-49.1 to negotiate a five year contract to provide fire protection in the area annexed by the City which was within the Efland Fire Protection District; and

WHEREAS, the City of Mebane is willing to compensate Efland Fire Protection District and the Efland Volunteer Fire Company, Inc. for estimated lost revenues arising out of said annexation and as a portion of said compensation to continue fire protection for five years beginning July 1, 2003 in all of the area described above notwithstanding that a substantial portion of said area that remains in the Efland Fire Protection District and was not annexed by the City.

NOW, THEREFORE, the City of Mebane agrees that it will, through the Mebane Fire Department, provide fire protection services to the area described above for the period beginning July 1, 2003 and ending June 30, 2008.

Nature of Protection: Upon call by or on behalf of any resident, business or property owner of the described area, party of the second part will dispatch to the area, and utilize in combating such fires as may exists, such equipment and as many men as the Fire Chief, or his designate, deems, in his sole and absolute discretion, available under the circumstances. From the moment any of the fire personnel of the party of the second part arrive within the Efland Fire District in response to a call, such person as in command of the detail shall assume absolute command of all activity being carried on, on property on which there is a fire and all persons on that property shall be subject to his absolute direction and control.

Such fire personnel shall have sole discretion as to the manner in which such fires as may exist are combated and what men and equipment are to be committed thereto. Party of the second part, through its Fire Department, shall exert its best efforts under the circumstances in combating said fires. Party of the first part shall in no way be liable for actions of the party of the second part for its failure or lack of success in connection therewith or for damage done to property of residents, businesses or property owners of the Efland Fire District or to that of their agents, servants, employees, licensees or invitees, by virtue of or arising out of the same. All obligations of party of the second part shall be secondary to providing protection for their own citizens.

The City of Mebane agrees to pay and the Efland Volunteer Fire Company, Inc. agrees to accept a lump sum payment in the amount of \$12,630.45 as good faith compensation required by North Carolina General Statutes Section 160A-49.1. Said payment shall be made within ninety (90) days of the execution of this agreement by both parties. Additionally, the City of Mebane agrees that it will provide the fire services within said defined area more fully described above at no additional charge to Efland Volunteer Fire Company, Inc. Both parties agree that the Efland Fire Protection District will continue to level its fire protection tax in those portions of the area described above which have not been annexed by the City of Mebane and that the proceeds of said tax shall be distributed to Efland Volunteer Fire Company, Inc.

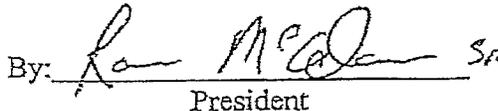
The payments and service provisions outlined above are hereby accepted by Efland Volunteer Fire Company, Inc. in full and complete satisfaction of the City of Mebane's obligations pursuant to North Carolina General Statutes Section 160A-49.1.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF MEABNE

EFLAND VOLUNTEER FIRE CO., INC.

By: 
 Mayor
 Glendel Stephenson

By: 
 President
 Ronnie McAdams, Sr.

By: [Signature]
City Manger
Robert L. Wilson

By: [Signature]
Secretary & Treasurer
Lonnie J. Adams

By: [Signature]
Fire Chief
Robert J. Louis

NORTH CAROLINA
ORANGE OCUNTY

I, Tonya H. Kimrey, Notary Public, do hereby certify that Ronnie McAdams, Sr. and Lonnie J. Adams, officials of the Efland Volunteer Fire Company, Inc., each personally appeared before me this day and acknowledged the due execution of the foregoing and attached contract.

Witness my hand and notarial seal, this 2nd day of September, 2003.

[Signature]
Notary Public

My Commission Expires: 10-18-03

NORTH CAROLINA
ALAMANCE OCUNTY

I, [Signature], Notary Public, do hereby certify that Glendel Stephenson, Robert L. Wilson and Robert J. Louis officials of the City of Mebane, each personally appeared before me this day and acknowledged the due execution of the foregoing and attached contract.

Witness my hand and notarial seal, this 2nd day of September, 2003.

[Signature]
Notary Public

My Commission Expires: 7/7/2006

NORTH CAROLINA

CONTRACT AND AGREEMENT

ORANGE COUNTY

THIS CONTRACT AND AGREEMENT, made and entered into this the 15th day of October, 1992, by and between the COUNTY of ORANGE, hereinafter referred to as County and the Orange Rural Fire Department _____, Inc., hereinafter referred to as Fire Department;

W I T N E S S E T H:

THAT WHEREAS, North Carolina General Statutes 69-25.5 provides that counties may provide for fire protection in a fire district by contracting with an incorporated nonprofit volunteer or community fire department; and

WHEREAS, Orange Rural Fire District is a special tax district created pursuant to Chapter 69 of the North Carolina General Statutes; and

WHEREAS, Orange Rural Fire Department is a nonprofit corporation organized for fire protection purposes; and

WHEREAS, County has elected to provide fire protection and fire prevention services and optional first responder services authorized by North Carolina General Statutes 69-25.7 (hereinafter "services"), within the boundaries of the Orange Rural Fire District, by contracting with Fire Department to provide services; and

WHEREAS, Fire Department has the ability to provide and is willing to be the contract provider of services within the boundary of Orange Rural Fire District; and

WHEREAS, County levies and collects the taxes and is responsible for appropriating said funds for the use of the citizens in Orange Rural Fire District; and

WHEREAS, County desires to establish a renewable contract to enable Fire Department to make long-range plans;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto contract and agree as follows:

1. Each fiscal year, the County will cause to be levied a special tax not exceeding 15 cents (\$0.15) per one hundred dollar valuation of all real and personal property subject to taxation in the Orange Rural Fire District unless otherwise limited by law and/or a vote of the people; and will collect said tax as a part of the ad valorem tax collections of the County. The amount levied annually shall be based on a tax rate approved by the Board of County Commissioners following review of the needs projected in the budget estimate submitted to the County by the Board of Directors of the Fire Department.

2. That a special revenue fund shall be maintained for each fire district by the County for funds collected as a result of said special tax in which fund appropriations will be based on the budget estimates approved by the County Commissioners. Unappropriated amounts remaining in the revenue fund shall be carried over to the next fiscal year for fire department use.

3. That all appropriations established by the County Commissioners will be remitted to the Fire Department in quarterly payments by the 15th day of the first month of each quarter for the first three quarters beginning in July and ending on March 31, and the final quarterly payment will be made based on the County Finance Director's estimate of overall tax collections through the fiscal year end not to exceed the appropriation amount. All late listing penalties and interest on delinquent taxes associated with collections will be retained by the County as cost of collections.

4. The Fire Department shall provide the necessary equipment, personnel, and other resources as determined by the North Carolina Department of Insurance, Fire and Rescue Service Division, and the Insurance Service Office for all property located within the Orange Rural Fire District, will strive to achieve and maintain at least a 9S insurance rating, and will furnish services free of charge to all persons and individuals within the District.

5. That all funds paid to the Fire Department by the County shall be used exclusively by the Fire Department to provide services within said District, and to pay other legitimate expenses. The Fire Department may provide a first responder program, if it is provided under the guidelines provided by Orange County Emergency Management and under the direction of the Emergency Medical Services Medical Director to provide basic emergency medical care to citizens within the fire district.

6. The Fire Department shall operate in compliance with all applicable state and local laws and regulations including the Local Emergency Planning Committee Hazardous Materials Training requirements and North Carolina Fire Incident Reporting System, for which reports shall be submitted to the Fire Marshal's Office on a monthly basis. The Fire Department further agrees to annually file with the Fire Marshal's office a current list of its Board of Directors; and a roster of its members with addresses, telephone numbers, social security numbers; an annual training report; and a list of fire apparatus including pump and tank size, and specialized fire suppression equipment, no later than July 31.

7. The County may inspect all books and accounts of the Fire Department at any time, upon reasonable notice. The Fire Department will present to the County within 90 days of the close of each County fiscal year (July 1-June 30), an accounting of how public funds have been expended on the forms provided by Orange County Finance Department.

8. The Fire Department will comply with County budgeting procedures and other procedures provided for by State Law and agrees to submit annual budget estimates and a supporting letter of request for a proposed tax rate signed by the Board President upon approval by the Board of Directors of the Fire Department. The Emergency Management Office will provide the standard forms used by county departments for presentation to the Board of Commissioners, in accordance with established County budget

timetables. The Fire Department will use standard line items for accounting devised or consented to by the County Finance Office.

9. The Fire Department will file with the County Fire Marshal a true copy of the Articles of Incorporation, existing Bylaws, Standard Operating Procedures, and any changes made thereto from time to time. Further, the Fire Department agrees to amend and adopt its charter and bylaws as necessary to meet all minimum legal requirements for a North Carolina nonprofit corporation, as allowed in G.S. 55A-1 through 55A-43, with or without voting members which charter and bylaws have provisions enabling citizens of the community to have input in the affairs of the corporation at least at an annual meeting as described by G.S. 55A-30 and vesting in the Board of Directors the authority to manage the affairs of the corporation.

10. This contract shall renew automatically each fiscal year on the 1st day of July, and shall continue in effect until terminated by either party hereto, upon three hundred sixty five days (365) written notice to the other party. Any contracts between the County and the Fire Department now in effect, with respect to the subject matter contained herein, are superseded upon the effective date of this contract.

11. This contract was written with the laws of the State of North Carolina in mind. It shall be construed consistent with and interpreted pursuant to the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the chairman of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and the Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors duly given.

ORANGE COUNTY BOARD OF COMMISSIONERS

BY:

Moses Carey
(Chair)

ATTEST:

Beverly C. Blythe
(Clerk)

Orange Rural Fire Dept. Inc.
(Fire Department)

BY:

Tommy A. Temple
(President, Board of Directors)

ATTEST:

Paul M. Davis
(Secretary)

NORTH CAROLINA

CONTRACT AND AGREEMENT

ORANGE COUNTY

THIS CONTRACT AND AGREEMENT, made and entered into this the
 19th day of May, 1992, by and between the COUNTY of
 ORANGE, hereinafter referred to as County and the _____
 ENO FIRE AND EMERGENCY SERVICES _____, Inc., for the protection of the
 EAST ORANGE _____ Fire District, hereinafter referred to as
 Fire Department;

W I T N E S S E T H:

THAT WHEREAS, North Carolina General Statutes 69-25.5
 provides that counties may provide for fire protection in a fire
 district by contracting with an incorporated nonprofit volunteer or
 community fire department; and

WHEREAS, the EAST ORANGE _____ Fire District is a
 special tax district created pursuant to Chapter 69 of the North
 Carolina General Statutes; and

WHEREAS, the ENO _____ Fire Department is
 a nonprofit corporation organized for fire protection purposes; and

WHEREAS, County has elected to provide fire protection and
 fire prevention services and optional first responder services
 authorized by North Carolina General Statutes 69-25.7 (hereinafter
 "services"), within the boundaries of the EAST ORANGE _____
 _____ Fire District, by contracting with Fire Department
 to provide services; and

WHEREAS, Fire Department has the ability to provide and is
 willing to be the contract provider of services within the boundary
 of the EAST ORANGE _____ Fire District; and

WHEREAS, County levies and collects the taxes and is responsible for appropriating said funds for the use of the citizens in EAST ORANGE Fire District; and

WHEREAS, County desires to establish a renewable contract to enable Fire Department to make long-range plans;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto contract and agree as follows:

1. Each fiscal year, the County will cause to be levied a special tax not exceeding 15 cents (\$0.15) per one hundred dollar valuation of all real and personal property subject to taxation in the EAST ORANGE Fire District unless otherwise limited by law and/or a vote of the people; and will collect said tax as a part of the ad valorem tax collections of the County. The amount levied annually shall be based on a tax rate approved by the Board of County Commissioners following review of the needs projected in the budget estimate submitted to the County by the Board of Directors of the Fire Department.

2. That a special revenue fund shall be maintained for each fire district by the County for funds collected as a result of said special tax in which fund appropriations will be based on the budget estimates approved by the County Commissioners. Unappropriated amounts remaining in the revenue fund shall be carried over to the next fiscal year for fire department use.

3. That all appropriations established by the County Commissioners will be remitted to the Fire Department in quarterly payments by the 15th day of the first month of each quarter for the first three quarters beginning in July and ending on March 31, and the final quarterly payment will be made based on the County Finance Director's estimate of overall tax collections through the fiscal year end not to exceed the appropriation amount. All late listing penalties and interest on delinquent taxes associated with collections will be retained by the County as cost of collections.

4. The Fire Department shall provide the necessary equipment, personnel, and other resources as determined by the North Carolina Department of Insurance, Fire and Rescue Service Division, and the Insurance Service Office for all property located within the EAST ORANGE Fire District, will strive to achieve and maintain at least a 9S insurance rating, and will furnish services free of charge to all persons and individuals within the District.

5. That all funds paid to the Fire Department by the County shall be used exclusively by the Fire Department to provide services within said District, and to pay other legitimate expenses. The Fire Department may provide a first responder program, if it is provided under the guidelines provided by Orange County Emergency Management and under the direction of the Emergency Medical Services Medical Director to provide basic emergency medical care to citizens within the fire district.

6. The Fire Department shall operate in compliance with all applicable state and local laws and regulations including the Local Emergency Planning Committee Hazardous Materials Training requirements and North Carolina Fire Incident Reporting System, for which reports shall be submitted to the Fire Marshal's Office on a monthly basis. The Fire Department further agrees to annually file with the Fire Marshal's office a current list of its Board of Directors and a roster of its members with addresses, telephone numbers, social security numbers; an annual training report; and a list of fire apparatus including pump and tank size, and specialized fire suppression equipment, no later than July 31.

7. The County may inspect all books and accounts of the Fire Department at any time, upon reasonable notice. The Fire Department will present to the County within 90 days of the close of each County fiscal year (July 1-June 30), an accounting of how public funds have been expended on the forms provided by Orange County Finance Department.

8. The Fire Department will comply with County budgeting procedures and other procedures provided for by State Law and agrees to submit annual budget estimates and a supporting letter of request for a proposed tax rate signed by the Board President upon approval by the Board of Directors of the Fire Department. The Emergency Management Office will provide the standard forms used by county departments for presentation to the Board of Commissioners, in accordance with established County budget

timetables. The Fire Department will use standard line items for accounting devised or consented to by the County Finance Office.

9. The Fire Department will file with the County Fire Marshal a true copy of the Articles of Incorporation, existing Bylaws, Standard Operating Procedures, and any changes made thereto from time to time. Further, the Fire Department agrees to amend and adopt its charter and bylaws as necessary to meet all minimum legal requirements for a North Carolina nonprofit corporation, as allowed in G.S. 55A-1 through 55A-43, with or without voting members which charter and bylaws have provisions enabling citizens of the community to have input in the affairs of the corporation at least at an annual meeting as described by G.S. 55A-30 and vesting in the Board of Directors the authority to manage the affairs of the corporation.

10. This contract shall renew automatically each fiscal year on the 1st day of July, and shall continue in effect until terminated by either party hereto, upon three hundred sixty five days (365) written notice to the other party. Any contracts between the County and the Fire Department now in effect, with respect to the subject matter contained herein, are superseded upon the effective date of this contract.

11. This contract was written with the laws of the State of North Carolina in mind. It shall be construed consistent with and interpreted pursuant to the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the chairman of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and the Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors duly given.

ORANGE COUNTY BOARD OF COMMISSIONERS

BY: Moses Carey
(Chair)

ATTEST:

Boneda R. Blythe
(Clerk)

(Fire Department)

BY: R. Wayne Poschall
(President, Board of Directors)

ATTEST:

Joseph W. Forester
(Secretary)

NORTH CAROLINA

CONTRACT AND AGREEMENT

ORANGE COUNTY

THIS CONTRACT AND AGREEMENT, made and entered into this the
19th day of May, 1992, by and between the COUNTY of
 ORANGE, hereinafter referred to as County and the _____
ORANGE GROVE VOLUNTEER FIRE COMPANY, Inc., for the protection of the
CANE CREEK Fire District, hereinafter referred to as
 Fire Department;

W I T N E S S E T H:

THAT WHEREAS, North Carolina General Statutes 69-25.5
 provides that counties may provide for fire protection in a fire
 district by contracting with an incorporated nonprofit volunteer or
 community fire department; and

WHEREAS, the CANE CREEK Fire District is a
 special tax district created pursuant to Chapter 69 of the North
 Carolina General Statutes; and

WHEREAS, the ORANGE GROVE Fire Department is
 a nonprofit corporation organized for fire protection purposes; and

WHEREAS, County has elected to provide fire protection and
 fire prevention services and optional first responder services
 authorized by North Carolina General Statutes 69-25.7 (hereinafter
 "services"), within the boundaries of the CANE CREEK
 _____ Fire District, by contracting with Fire Department
 to provide services; and

WHEREAS, Fire Department has the ability to provide and is
 willing to be the contract provider of services within the boundary
 of the CANE CREEK Fire District; and

WHEREAS, County levies and collects the taxes and is responsible for appropriating said funds for the use of the citizens in CANE CREEK Fire District; and

WHEREAS, County desires to establish a renewable contract to enable Fire Department to make long-range plans;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto contract and agree as follows:

1. Each fiscal year, the County will cause to be levied a special tax not exceeding 15 cents (\$0.15) per one hundred dollar valuation of all real and personal property subject to taxation in the CANE CREEK Fire District unless otherwise limited by law and/or a vote of the people; and will collect said tax as a part of the ad valorem tax collections of the County. The amount levied annually shall be based on a tax rate approved by the Board of County Commissioners following review of the needs projected in the budget estimate submitted to the County by the Board of Directors of the Fire Department.

2. That a special revenue fund shall be maintained for each fire district by the County for funds collected as a result of said special tax in which fund appropriations will be based on the budget estimates approved by the County Commissioners. Unappropriated amounts remaining in the revenue fund shall be carried over to the next fiscal year for fire department use.

3. That all appropriations established by the County Commissioners will be remitted to the Fire Department in quarterly payments by the 15th day of the first month of each quarter for the first three quarters beginning in July and ending on March 31, and the final quarterly payment will be made based on the County Finance Director's estimate of overall tax collections through the fiscal year end not to exceed the appropriation amount. All late listing penalties and interest on delinquent taxes associated with collections will be retained by the County as cost of collections.

4. The Fire Department shall provide the necessary equipment, personnel, and other resources as determined by the North Carolina Department of Insurance, Fire and Rescue Service Division, and the Insurance Service Office for all property located within the CANE CREEK Fire District, will strive to achieve and maintain at least a 9S insurance rating, and will furnish services free of charge to all persons and individuals within the District.

5. That all funds paid to the Fire Department by the County shall be used exclusively by the Fire Department to provide services within said District, and to pay other legitimate expenses. The Fire Department may provide a first responder program, if it is provided under the guidelines provided by Orange County Emergency Management and under the direction of the Emergency Medical Services Medical Director to provide basic emergency medical care to citizens within the fire district.

6. The Fire Department shall operate in compliance with all applicable state and local laws and regulations including the Local Emergency Planning Committee Hazardous Materials Training requirements and North Carolina Fire Incident Reporting System, for which reports shall be submitted to the Fire Marshal's Office on a monthly basis. The Fire Department further agrees to annually file with the Fire Marshal's office a current list of its Board of Directors and a roster of its members with addresses, telephone numbers, social security numbers; an annual training report; and a list of fire apparatus including pump and tank size, and specialized fire suppression equipment, no later than July 31.

7. The County may inspect all books and accounts of the Fire Department at any time, upon reasonable notice. The Fire Department will present to the County within 90 days of the close of each County fiscal year (July 1-June 30), an accounting of how public funds have been expended on the forms provided by Orange County Finance Department.

8. The Fire Department will comply with County budgeting procedures and other procedures provided for by State Law and agrees to submit annual budget estimates and a supporting letter of request for a proposed tax rate signed by the Board President upon approval by the Board of Directors of the Fire Department. The Emergency Management Office will provide the standard forms used by county departments for presentation to the Board of Commissioners, in accordance with established County budget

timetables. The Fire Department will use standard line items for accounting devised or consented to by the County Finance Office.

9. The Fire Department will file with the County Fire Marshal a true copy of the Articles of Incorporation, existing Bylaws, Standard Operating Procedures, and any changes made thereto from time to time. Further, the Fire Department agrees to amend and adopt its charter and bylaws as necessary to meet all minimum legal requirements for a North Carolina nonprofit corporation, as allowed in G.S. 55A-1 through 55A-43, with or without voting members which charter and bylaws have provisions enabling citizens of the community to have input in the affairs of the corporation at least at an annual meeting as described by G.S. 55A-30 and vesting in the Board of Directors the authority to manage the affairs of the corporation.

10. This contract shall renew automatically each fiscal year on the 1st day of July, and shall continue in effect until terminated by either party hereto, upon three hundred sixty five days (365) written notice to the other party. Any contracts between the County and the Fire Department now in effect, with respect to the subject matter contained herein, are superseded upon the effective date of this contract.

11. This contract was written with the laws of the State of North Carolina in mind. It shall be construed consistent with and interpreted pursuant to the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the chairman of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and the Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors duly given.

ORANGE COUNTY BOARD OF COMMISSIONERS

BY: Moses Carey
(Chair)

ATTEST:

Beverly A. Blythe
(Clerk)

Orange Grove Volunteer Fire Co., Inc
(Fire Department)

BY: Edward S. Schuman 4-16-92
(President, Board of Directors)

ATTEST:

Ronald E. Smith
(Secretary)


NORTH CAROLINA

CONTRACT AND AGREEMENT

ORANGE COUNTY

THIS CONTRACT AND AGREEMENT, made and entered into this the
19th day of May, 1992, by and between the COUNTY of
 ORANGE, hereinafter referred to as County and the _____
NEW HOPE VOLUNTEER FIRE DEPARTMENT, Inc., for the protection of the
ORANGE NEW HOPE Fire District, hereinafter referred to as
 Fire Department;

W I T N E S S E T H:

THAT WHEREAS, North Carolina General Statutes 69-25.5
 provides that counties may provide for fire protection in a fire
 district by contracting with an incorporated nonprofit volunteer or
 community fire department; and

WHEREAS, the ORANGE NEW HOPE Fire District is a
 special tax district created pursuant to Chapter 69 of the North
 Carolina General Statutes; and

WHEREAS, the NEW HOPE VOLUNTEER Fire Department is
 a nonprofit corporation organized for fire protection purposes; and

WHEREAS, County has elected to provide fire protection and
 fire prevention services and optional first responder services
 authorized by North Carolina General Statutes 69-25.7 (hereinafter
 "services"), within the boundaries of the ORANGE NEW HOPE
 _____ Fire District, by contracting with Fire Department
 to provide services; and

WHEREAS, Fire Department has the ability to provide and is
 willing to be the contract provider of services within the boundary
 of the ORANGE NEW HOPE Fire District; and

WHEREAS, County levies and collects the taxes and is responsible for appropriating said funds for the use of the citizens in ORANGE NEW HOPE Fire District; and

WHEREAS, County desires to establish a renewable contract to enable Fire Department to make long-range plans;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto contract and agree as follows:

1. Each fiscal year, the County will cause to be levied a special tax not exceeding 15 cents (\$0.15) per one hundred dollar valuation of all real and personal property subject to taxation in the ORANGE NEW HOPE Fire District unless otherwise limited by law and/or a vote of the people; and will collect said tax as a part of the ad valorem tax collections of the County. The amount levied annually shall be based on a tax rate approved by the Board of County Commissioners following review of the needs projected in the budget estimate submitted to the County by the Board of Directors of the Fire Department.

2. That a special revenue fund shall be maintained for each fire district by the County for funds collected as a result of said special tax in which fund appropriations will be based on the budget estimates approved by the County Commissioners. Unappropriated amounts remaining in the revenue fund shall be carried over to the next fiscal year for fire department use.

3. That all appropriations established by the County Commissioners will be remitted to the Fire Department in quarterly payments by the 15th day of the first month of each quarter for the first three quarters beginning in July and ending on March 31, and the final quarterly payment will be made based on the County Finance Director's estimate of overall tax collections through the fiscal year end not to exceed the appropriation amount. All late listing penalties and interest on delinquent taxes associated with collections will be retained by the County as cost of collections.

4. The Fire Department shall provide the necessary equipment, personnel, and other resources as determined by the North Carolina Department of Insurance, Fire and Rescue Service Division, and the Insurance Service Office for all property located within the ORANGE NEW HOPE Fire District, will strive to achieve and maintain at least a 9S insurance rating, and will furnish services free of charge to all persons and individuals within the District.

5. That all funds paid to the Fire Department by the County shall be used exclusively by the Fire Department to provide services within said District, and to pay other legitimate expenses. The Fire Department may provide a first responder program, if it is provided under the guidelines provided by Orange County Emergency Management and under the direction of the Emergency Medical Services Medical Director to provide basic emergency medical care to citizens within the fire district.

6. The Fire Department shall operate in compliance with all applicable state and local laws and regulations including the Local Emergency Planning Committee Hazardous Materials Training requirements and North Carolina Fire Incident Reporting System, for which reports shall be submitted to the Fire Marshal's Office on a monthly basis. The Fire Department further agrees to annually file with the Fire Marshal's office a current list of its Board of Directors and a roster of its members with addresses, telephone numbers, social security numbers; an annual training report; and a list of fire apparatus including pump and tank size, and specialized fire suppression equipment, no later than July 31.

7. The County may inspect all books and accounts of the Fire Department at any time, upon reasonable notice. The Fire Department will present to the County within 90 days of the close of each County fiscal year (July 1-June 30), an accounting of how public funds have been expended on the forms provided by Orange County Finance Department.

8. The Fire Department will comply with County budgeting procedures and other procedures provided for by State Law and agrees to submit annual budget estimates and a supporting letter of request for a proposed tax rate signed by the Board President upon approval by the Board of Directors of the Fire Department. The Emergency Management Office will provide the standard forms used by county departments for presentation to the Board of Commissioners, in accordance with established County budget

timetables. The Fire Department will use standard line items for accounting devised or consented to by the County Finance Office.

9. The Fire Department will file with the County Fire Marshal a true copy of the Articles of Incorporation, existing Bylaws, Standard Operating Procedures, and any changes made thereto from time to time. Further, the Fire Department agrees to amend and adopt its charter and bylaws as necessary to meet all minimum legal requirements for a North Carolina nonprofit corporation, as allowed in G.S. 55A-1 through 55A-43, with or without voting members which charter and bylaws have provisions enabling citizens of the community to have input in the affairs of the corporation at least at an annual meeting as described by G.S. 55A-30 and vesting in the Board of Directors the authority to manage the affairs of the corporation.

10. This contract shall renew automatically each fiscal year on the 1st day of July, and shall continue in effect until terminated by either party hereto, upon three hundred sixty five days (365) written notice to the other party. Any contracts between the County and the Fire Department now in effect, with respect to the subject matter contained herein, are superseded upon the effective date of this contract.

11. This contract was written with the laws of the State of North Carolina in mind. It shall be construed consistent with and interpreted pursuant to the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the chairman of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and the Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors duly given.

ORANGE COUNTY BOARD OF COMMISSIONERS

BY: Moses Carey
(Chair)

ATTEST:

Beverly R. Bythe
(Clerk)

THE NEW HOPE VOLUNTEER FIRE DEPARTMENT
(Fire Department)

BY: John P. Oll
(President, Board of Directors)

ATTEST:

John M. Krome
(Secretary)

NORTH CAROLINA

ORANGE COUNTY

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this the 19th day of May, 1992, by and between the COUNTY of ORANGE, hereinafter referred to as County and the WHITE CROSS VOLUNTEER FIRE DEPARTMENT, Inc., for the protection of the WHITE CROSS Fire District, hereinafter referred to as Fire Department;

W I T N E S S E T H:

THAT WHEREAS, North Carolina General Statutes 69-25.5 provides that counties may provide for fire protection in a fire district by contracting with an incorporated nonprofit volunteer or community fire department; and

WHEREAS, the WHITE CROSS Fire District is a special tax district created pursuant to Chapter 69 of the North Carolina General Statutes; and

WHEREAS, the WHITE CROSS Fire Department is a nonprofit corporation organized for fire protection purposes; and

WHEREAS, County has elected to provide fire protection and fire prevention services and optional first responder services authorized by North Carolina General Statutes 69-25.7 (hereinafter "services"), within the boundaries of the WHITE CROSS

Fire District, by contracting with Fire Department to provide services; and

WHEREAS, Fire Department has the ability to provide and is willing to be the contract provider of services within the boundary of the WHITE CROSS Fire District; and

WHEREAS, County levies and collects the taxes and is responsible for appropriating said funds for the use of the citizens in WHITE CROSS Fire District; and

WHEREAS, County desires to establish a renewable contract to enable Fire Department to make long-range plans;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto contract and agree as follows:

1. Each fiscal year, the County will cause to be levied a special tax not exceeding 15 cents (\$0.15) per one hundred dollar valuation of all real and personal property subject to taxation in the WHITE CROSS Fire District unless otherwise limited by law and/or a vote of the people; and will collect said tax as a part of the ad valorem tax collections of the County. The amount levied annually shall be based on a tax rate approved by the Board of County Commissioners following review of the needs projected in the budget estimate submitted to the County by the Board of Directors of the Fire Department.

2. That a special revenue fund shall be maintained for each fire district by the County for funds collected as a result of said special tax in which fund appropriations will be based on the budget estimates approved by the County Commissioners. Unappropriated amounts remaining in the revenue fund shall be carried over to the next fiscal year for fire department use.

3. That all appropriations established by the County Commissioners will be remitted to the Fire Department in quarterly payments by the 15th day of the first month of each quarter for the first three quarters beginning in July and ending on March 31, and the final quarterly payment will be made based on the County Finance Director's estimate of overall tax collections through the fiscal year end not to exceed the appropriation amount. All late listing penalties and interest on delinquent taxes associated with collections will be retained by the County as cost of collections.

4. The Fire Department shall provide the necessary equipment, personnel, and other resources as determined by the North Carolina Department of Insurance, Fire and Rescue Service Division, and the Insurance Service Office for all property located within the WHITE CROSS Fire District, will strive to achieve and maintain at least a 9S insurance rating, and will furnish services free of charge to all persons and individuals within the District.

5. That all funds paid to the Fire Department by the County shall be used exclusively by the Fire Department to provide services within said District, and to pay other legitimate expenses. The Fire Department may provide a first responder program, if it is provided under the guidelines provided by Orange County Emergency Management and under the direction of the Emergency Medical Services Medical Director to provide basic emergency medical care to citizens within the fire district.

6. The Fire Department shall operate in compliance with all applicable state and local laws and regulations including the Local Emergency Planning Committee Hazardous Materials Training requirements and North Carolina Fire Incident Reporting System, for which reports shall be submitted to the Fire Marshal's Office on a monthly basis. The Fire Department further agrees to annually file with the Fire Marshal's office a current list of its Board of Directors and a roster of its members with addresses, telephone numbers, social security numbers; an annual training report; and a list of fire apparatus including pump and tank size, and specialized fire suppression equipment, no later than July 31.

7. The County may inspect all books and accounts of the Fire Department at any time, upon reasonable notice. The Fire Department will present to the County within 90 days of the close of each County fiscal year (July 1-June 30), an accounting of how public funds have been expended on the forms provided by Orange County Finance Department.

8. The Fire Department will comply with County budgeting procedures and other procedures provided for by State Law and agrees to submit annual budget estimates and a supporting letter of request for a proposed tax rate signed by the Board President upon approval by the Board of Directors of the Fire Department. The Emergency Management Office will provide the standard forms used by county departments for presentation to the Board of Commissioners, in accordance with established County budget

timetables. The Fire Department will use standard line items for accounting devised or consented to by the County Finance Office.

9. The Fire Department will file with the County Fire Marshal a true copy of the Articles of Incorporation, existing Bylaws, Standard Operating Procedures, and any changes made thereto from time to time. Further, the Fire Department agrees to amend and adopt its charter and bylaws as necessary to meet all minimum legal requirements for a North Carolina nonprofit corporation, as allowed in G.S. 55A-1 through 55A-43, with or without voting members which charter and bylaws have provisions enabling citizens of the community to have input in the affairs of the corporation at least at an annual meeting as described by G.S. 55A-30 and vesting in the Board of Directors the authority to manage the affairs of the corporation.

10. This contract shall renew automatically each fiscal year on the 1st day of July, and shall continue in effect until terminated by either party hereto, upon three hundred sixty five days (365) written notice to the other party. Any contracts between the County and the Fire Department now in effect, with respect to the subject matter contained herein, are superseded upon the effective date of this contract.

11. This contract was written with the laws of the State of North Carolina in mind. It shall be construed consistent with and interpreted pursuant to the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the chairman of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and the Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors duly given.

ORANGE COUNTY BOARD OF COMMISSIONERS

BY: Moses Carey
(Chair)

ATTEST:

Beverly A. Blythe
(Clerk)

WHITE CROSS

(Fire Department)

BY: Timothy C. Blake
(President, Board of Directors)

ATTEST:

Raymond C. [Signature]
(Secretary)

STATE OF NORTH CAROLINA

FIRE PROTECTION CONTRACT

ORANGE COUNTY

This agreement is made and entered into this 1st day of July, 1982, by and between Orange County (hereinafter, "the County") and the Town of Carrboro (hereinafter, "the Town").

WHEREAS, the County has established the South Orange Fire District and wishes to have fire protection services provided to the residents and property owners within this district by the Carrboro Fire Department; and

WHEREAS, the Town has provided fire protection to the South Orange Fire District in past years and wishes to continue to provide such services at a fair rate of compensation in the future; and

WHEREAS, the County and the Town are authorized to enter this agreement by Article 3A of Chapter 69 of the North Carolina General Statutes.

NOW, THEREFORE, the Town and the County hereby agree as follows:

1. The Town shall, to the best of its ability, furnish such fire fighting equipment and personnel as the Town deems necessary for the purpose of providing fire protection to property and persons located within the South Orange Fire District, as the boundaries of such district are now constituted or may hereafter be amended. In accordance with G. S. 69-25.8, in providing such fire protection services, the Town shall be subject to the same immunities it enjoys in the operation of a fire department within its corporate limits.

2. The Town's obligation to respond to calls in accordance with this agreement shall be secondary and subordinate to the Town's duty to furnish protection to the residents and property owners of the Town.

3. In consideration of the services described in Section 1, the County shall pay the Town annually the amount determined as follows:

- a. Determine the South Orange Fire District's share of common fire protection expenses (the "fire district percentage"). This shall be equal to the average of the following two percentages:
 1. The percentage derived by dividing the assessed valuation of the real and personal property within the fire district by the total assessed valuation of all real and personal property within the Town of Carrboro and the fire district. The assessed valuation figures used in this calculation shall be those used by the County and the Town in budgeting for the upcoming fiscal year.
 2. The percentage derived by dividing the number of fire calls within the fire district for the prior three years by the number of calls within the Town and the fire district for the prior three years.
- b. Add together the fire district percentage of:
 1. The total budget for the fire department as shown in the annual town budget, except that for purposes of this calculation only one half of the personnel cost of the Inspector's position shall be included in the budget; plus
 2. The budgeted figure for debt service on the Town's fire station; plus
 3. A \$50,000 general fund contribution amortized over forty years:

c. To the sum derived in b., add the cost of amortizing over fifteen years the capital cost (\$88,462) of the pumper and tanker acquired by the Town in order to provide service to the fire district.

4. The Town shall submit to the County by May 15th of each year the figure derived according to the procedures set forth in paragraph three so that the County can use this figure in setting the fire district tax rate. If the Town's budget is not finally approved by the Board of Aldermen in sufficient time to meet this deadline, the Town may use the town manager's recommended budget as a basis for making the calculation required under paragraph three.

5. The sum provided for herein shall be paid by the County to the Town in four quarterly installments, one each being due on July 1, October 1, January 1 and March 1.

6. This contract shall be effective July 1, 1982 and may be cancelled by either party upon written notice to the other not less than 90 days prior to the end of the last fiscal year for which fire services are to be provided herein.

This contract is entered into the day and year first above written.

TOWN OF CARRBORO

BY: Richard F. Hunter
Richard F. Hunter, Town Manager

ATTEST:

Sarah C. Williamson
Sarah C. Williamson, Town Clerk

ORANGE COUNTY

BY: Richard E. Whitted
Richard E. Whitted, Chairman,
Orange County Board of Commissioners

ATTEST:

Paulette Pridgen-Pond
Paulette Pridgen-Pond, Clerk to the
Board of Commissioners

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

BY: Wallace H. Harding
Wallace H. Harding
Orange County Finance Officer

MAY 05 1994

NORTH CAROLINA

ORANGE COUNTY

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into this the 28 day of July, 1992, by and between the COUNTY of ORANGE, hereinafter referred to as County and the North Chatham Volunteer Fire Department, Inc., hereinafter referred to as Fire Department;

W I T N E S S E T H:

THAT WHEREAS, North Carolina General Statutes 69-25.5 provides that counties may provide for fire protection in a fire district by contracting with an incorporated nonprofit volunteer or community fire department; and

WHEREAS, Damascus and Southern Triangle Fire Districts are special tax districts created pursuant to Chapter 69 of the North Carolina General Statutes; and

WHEREAS, Fire Department is a nonprofit corporation organized for fire protection purposes; and

WHEREAS, County has elected to provide fire protection and fire prevention services and optional first responder services authorized by North Carolina General Statutes 69-25.7 (hereinafter "services"), within the boundaries of the Damascus and Southern Triangle Fire Districts, by contracting with Fire Department to provide services; and

WHEREAS, Fire Department has the ability to provide and is willing to be the contract provider of services within the boundaries of Damascus and Southern Triangle Fire Districts; and

WHEREAS, County levies and collects the taxes and is responsible for appropriating said funds for the use of the citizens in the Damascus and Southern Triangle Fire Districts; and

WHEREAS, County desires to establish a renewable contract to enable Fire Department to make long-range plans;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto contract and agree as follows:

1. Each fiscal year, the County will cause to be levied a special tax not exceeding 15 cents (\$0.15) per one hundred dollar valuation of all real and personal property subject to taxation in the Damascus and Southern Triangle Fire Districts unless otherwise limited by law and/or a vote of the people; and will collect said tax as a part of the ad valorem tax collections of the County. The amount levied annually shall be based on a tax rate approved by the Board of County Commissioners following review of the needs projected in the budget estimate submitted to the County by the Board of Directors of the Fire Department and shall be sufficient to provide an appropriation to Fire Department of Fifty Thousand and No/100 Dollars (\$50,000.00) less the amount equal to all payments received by Fire Department from any municipality pursuant to N.C. Gen. Stat. 160A-31.1, 160A-37.2 and 160A-49.2 (proportionate share of debt service) and N.C. Gen. Stat. 160A-37.1 and 160A-49.1 (contract between municipality and rural fire department for fire protection service).

2. That a special revenue fund shall be maintained for each fire district by the County for funds collected as a result of said special tax in which fund appropriations will be based on the budget estimates approved by the County Commissioners.

Unappropriated amounts remaining in the revenue fund shall be carried over to the next fiscal year for fire department use.

3. That all appropriations established by the County Commissioners will be remitted to the Fire Department in quarterly payments by the 15th day of the first month of each quarter for the first three quarters beginning in July and ending on March 31, and the final quarterly payment will be made based on the County Finance Director's estimate of overall tax collections through the fiscal year end not to exceed the appropriation amount. All late listing penalties and interest on delinquent taxes associated with collections will be retained by the County as cost of collections.

4. The Fire Department shall provide the necessary equipment, personnel, and other resources as determined by the North Carolina Department of Insurance, Fire and Rescue Service Division, and the Insurance Service Office for all property located within the Damascus and Southern Triangle Fire Districts, will strive to achieve and maintain at least a 9S insurance rating, and will furnish services free of charge to all persons and individuals within the Districts.

5. That all funds paid to the Fire Department by the County shall be used exclusively by the Fire Department to provide services within said Districts, and to pay other legitimate expenses. The Fire Department may provide a first responder program, if it is provided under the guidelines provided by Orange County Emergency Management and under the direction of the Emergency Medical Services Medical Director to provide basic emergency medical care to citizens within the fire districts.

6. The Fire Department shall operate in compliance with all applicable state and local laws and regulations including the Local Emergency Planning Committee Hazardous Materials Training requirements and North Carolina Fire Incident Reporting System, for which reports shall be submitted to the Fire Marshal's Office on a monthly basis. The Fire Department further agrees to annually file with the Fire Marshal's office a current list of its Board of Directors and a roster of its members with addresses, telephone numbers, social security numbers; an annual training report; and a list of fire apparatus including pump and tank size, and specialized fire suppression equipment, no later than July 31.

7. The County may inspect all books and accounts of the Fire Department at any time, upon reasonable notice. The Fire Department will present to the County within 90 days of the close of each County fiscal year (July 1-June 30), an accounting of how public funds have been expended on the forms provided by Orange County Finance Department.

8. The Fire Department will comply with County budgeting procedures and other procedures provided for by State Law and agrees to submit annual budget estimates and a supporting letter of request for a proposed tax rate signed by the Board President upon approval by the Board of Directors of the Fire Department. The Emergency Management Office will provide the standard forms used by county departments for presentation to the Board of Commissioners, in accordance with established County budget timetables. The Fire Department will use standard line items for accounting devised or consented to by the County Finance Office.

9. The Fire Department will file with the County Fire Marshal a true copy of the Articles of Incorporation, existing Bylaws, Standard Operating Procedures, and any changes made thereto from time to time. Further, the Fire Department agrees to amend and adopt its charter and bylaws as necessary to meet all minimum legal requirements for a North Carolina nonprofit corporation, as allowed in G.S. 55A-1 through 55A-43, with or without voting members which charter and bylaws have provisions enabling citizens of the community to have input in the affairs of the corporation at least at an annual meeting as described by G.S. 55A-30 and vesting in the Board of Directors the authority to manage the affairs of the corporation.

10. This contract shall renew automatically each fiscal year on the 1st day of July, and shall continue in effect until terminated by either party hereto, upon three hundred sixty five

days (365) written notice to the other party. Any contracts between the County and the Fire Department now in effect, with respect to the subject matter contained herein, are superseded upon the effective date of this contract.

11. This contract was written with the laws of the State of North Carolina in mind. It shall be construed consistent with and interpreted pursuant to the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the chairman of the Board of County Commissioners and attested by the Clerk to the Board of County Commissioners, and the Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors duly given.

ORANGE COUNTY BOARD OF COMMISSIONERS

BY: Moses Carey
(Chair)

ATTEST:

Beverly R. Bythe
(Clerk)

North Chatham Volunteer Fire Dept.
(Fire Department)

BY: J. Wayne Stroud
(President, Board of Directors)

ATTEST:

William A. Miller
(Secretary)

ORANGE COUNTY

NORTH CAROLINA

AMENDMENT TO CONTRACT AND AGREEMENT

THIS AMENDMENT, agreed to this date of June, 1999, between Orange County and North Chatham Volunteer Fire Department, Inc.

WITNESSETH:

WHEREAS, Orange County (County) and North Chatham Volunteer Fire Department (Department) entered into an agreement on July 28, 1992, whereby Department provides fire protection to persons and property in the Southern Triangle and Damascus Fire Districts; and

WHEREAS, County and Department wish to continue this agreement at the current level of service; and

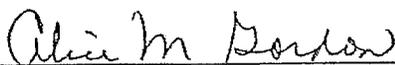
WHEREAS, increasing costs of providing the current level of service to the two fire districts necessitate a modification to the annual appropriation stipulated in the existing agreement;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties agree that the CONTRACT AND AGREEMENT dated July 2, 1992, is amended as follows:

1. The second sentence in paragraph 1 is amended to read: "The amount levied annually shall be based on a tax rate approved by the Board of Commissioners following review of the needs projected in the budget estimate submitted to the County by the Board of Directors of the Fire Department, and shall be sufficient to provide an appropriation to Fire Department of Eighty Thousand dollars (\$80,000) less the amount equal to all payments received by Fire Department from any municipality pursuant to N.C. General Statute 160A-31.1, 160A-37.2, and 160A-49.2 (proportionate share of debt service) and N.C. General Statute 160A-37.1 and 160A-49.1 (contract between municipality and rural fire department for fire protection service)."
2. All other terms and conditions of the original agreement shall remain in force.

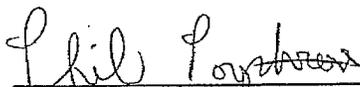
Executed this the 30th day of June, 1999.

FOR AND ON BEHALF OF ORANGE COUNTY



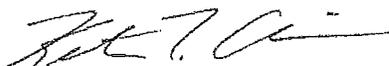
Alice M. Gordon, Chair

FOR AND ON BEHALF OF NORTH CHATHAM
VOLUNTEER FIRE DEPARTMENT



Phil Poythress, Chair

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



Kenneth T. Chavious
Finance Director

ORANGE COUNTY
NORTH CAROLINA
AMENDMENT TO CONTRACT AND AGREEMENT

THIS AMENDMENT, agreed to this 23d of June, 2004, between Orange County and North Chatham Volunteer Fire Department, Inc.

WITNESSETH:

WHEREAS, Orange County (County) and North Chatham Volunteer Fire Department (Department) entered into an agreement on July 28, 1992, whereby Department provides fire protection to persons and property in the Southern Triangle and Damascus Fire Districts; and

WHEREAS, County and Department wish to continue this agreement at the current level of service; and

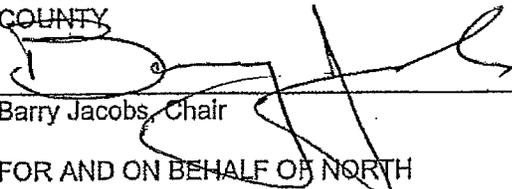
WHEREAS, increasing costs of providing the current level of service to the two fire districts necessitate a modification to the annual appropriation stipulated in the existing agreement;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties agree that the CONTRACT AND AGREEMENT dated July 2, 1992, is amended as follows:

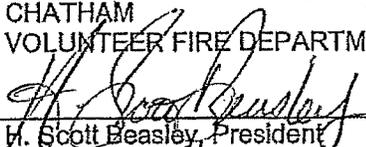
1. The second sentence in paragraph 1 is amended to read: "The amount levied annually shall be based on a tax rate approved by the Board of Commissioners following review of the needs projected in the budget estimate submitted to the County by the Board of Directors of the Fire Department, and shall be sufficient to provide an appropriation to Fire Department of One Hundred Thirty Four Thousand dollars (\$134,000) less the amount equal to all payments received by Fire Department from any municipality pursuant to N.C. General Statute 160A-31.1, 160A-37.2, and 160A-49.2 (proportionate share of debt service) and N.C. General Statute 160A-37.1 and 160A-49.1 (contract between municipality and rural fire department for fire protection service)."
2. All other terms and conditions of the original agreement shall remain in force.

Executed this the 23d day of June, 2004.

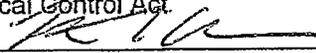
FOR AND ON BEHALF OF ORANGE
COUNTY


Barry Jacobs, Chair

FOR AND ON BEHALF OF NORTH
CHATHAM
VOLUNTEER FIRE DEPARTMENT


H. Scott Beasley, President
Board of Directors

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


Kenneth T. Chavious
Finance Director