

Contract Number: EC00000000008563
(Please reference this number on your invoices for payment)

FIRE AGREEMENTS - NONPROFIT

Department: 51 - Fire Services

Vendor: VC0000001056 - Bay Leaf Volunteer Fire Department, Inc.

Description of Services: FY23 - FY25 Fire Protection Agreement

BOC Date Approved: 5/2/2022

Contract Start Date: 7/1/2022 **Contract End Date:** 6/30/2025

Max Amount Payable: \$4,334,629.00

Funding Source(s):

Federal State X County Grants Other None

BFY	Acct Template	Object	Description	Amount
2023	51F272	2451	Fire Protection Agreement	\$4,334,629.00

Competition:

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

Person Responsible for Monitoring the Contract Performance Requirements: Joe Vindigni

NOT FOR PROFIT FIRE PROTECTION AGREEMENT

Bay Leaf Volunteer Fire Department, Inc.

Dbas Northern Wake Fire Department



FY 2023 – FY2025

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**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

THIS AGREEMENT, made and entered into this the 7th day of, July 2022, by and between WAKE COUNTY, hereinafter referred to as the “County”, and the Bay Leaf Volunteer Fire Department, Inc. dba Northern Wake Fire Department, Inc., hereinafter referred to as the “Fire Department”;

RECITALS:

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

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

AGREEMENT

Section 1. USE AND AMOUNT OF SERVICE TAX LEVIED

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

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

Section 2. ACCOUNT MAINTAINED FOR RECEIPTS FROM SERVICE TAX

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

- 2.1. The County will pay the retained fees for system-wide services provided in the unincorporated areas of the County, including forestry, fire training, communications (including WECO), computer-aided dispatch, 800 MHZ radio system and hazardous materials response, and any other fees that may be recommended by the Fire Commission and approved by the County.
- 2.2. The County will pay the approved total appropriations for the Fire Department in equal monthly payments to said Fire Department in the third week of each month, provided that prior to and as a condition of payment, the Fire Department has submitted such funding request to the Fire Commission in a line item budget format for the Fire Commission's review and recommendation, and the Board of Commissioners has reviewed and approved said funding.

SERVICE TAX REVENUES IN EXCESS OF APPROPRIATIONS

Any fire protection service tax district revenues collected annually in excess of the approved total appropriations and retained County fees shall be maintained in the separate account established by the

County. The Wake County Fire Commission shall make recommendations to the County for distribution of these revenues. The Wake County Board of Commissioners will issue final approval of distribution.

Section 3. SERVICES FURNISHED BY THE COUNTY

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

- 3.1. such vaccinations as are deemed necessary for all full time, part time and volunteer members of the Fire Department by the County's medical director and fire protection needs analysis in order to maintain such fire protection throughout the County,
- 3.2. fire investigation and emergency scene assistance services as requested, and
- 3.3. annual Fitness for Duty medical examinations for fire department fire suppression personnel
 - 3.3.1. Fitness for duty medical exams shall follow NFPA 1582 standards and evaluate the employee's physical ability to perform the essential functions of their job classification. Exams must conform to the examination guidelines as indicated on the latest Wake County Medical Exam Program document.
 - 3.3.2. Departments shall have the option of obtaining fitness for duty medical exams for their fire suppression personnel through the department's own medical provider.
 - 3.3.3. In such event, reimbursement shall not exceed the County designated reimbursement rate, as determined through procurement process.
 - 3.3.4. Exams provided by Department's medical provider must conform to the examination guidelines.
 - 3.3.5. To be eligible for reimbursement, Department shall follow Wake County Fire Tax District Medical Program guidelines as outlined.

Section 4. SERVICES FURNISHED BY FIRE DEPARTMENT

The Fire Department will furnish fire protection, emergency medical first responder services, and other all hazards emergency services as recommended by the Wake County Fire Commission and approved by the Wake County Board of Commissioners or as contracted for by the Board of Commissioners within the District and shall provide the necessary equipment, personnel and those things necessary for furnishing such protection in the District. The services shall be in accordance with minimum standards set forth in this Agreement. Special technical services not provided by the department shall be requested through Wake County Fire Services and Emergency Management. The Fire Department shall furnish said fire protection without charge to all persons and property located in the District in an efficient and workmanlike manner. This provision shall not prohibit the Fire Department from entering into contracts with the Federal, State or local governments, or utility companies for the provision of fire

protection services exceeding the scope of this Agreement for a fee. The additional services identified in the contract shall not cause an additional obligation of county funds to complete services. A copy of all contracts shall be provided to Wake County Fire Services at time of contract renewals. Wake County Board of Commissioner approval is required to utilize County assets for the provision of fire protection services exceeding the scope of this Agreement. This requirement shall not prohibit the Fire Department from billing for certain services, including but not limited to inspection services, false alarm responses, and hazardous materials mitigation responses, based on a fee schedule or other cost recovery program, provided that such fee schedule has been approved by the Wake County Board of Commissioners.

Section 5. BOOKS AND RECORDS

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

Section 6. QUARTERLY REPORT

The Fire Department shall provide to its Board of Directors and the Wake County Fire Services Department, at least quarterly, a financial report containing at a minimum 1) a Balance sheet 2) a Statement of Income and Expenses, and 3) a General Ledger detail for the reporting time period.

Section 7. ANNUAL REPORT

The Fire Department shall provide the County with an annual audit of the Department's financial statements prepared in accordance with generally accepted accounting principles. The audit shall be conducted by independent certified public accountants in accordance with generally accepted auditing standards. The audit report and any accompanying management letters must be submitted to Wake County no later than 5:00 PM on the last working day of October following the close of the fiscal year. A draft version of the audit report shall be submitted to Wake County Internal Audit Department for review prior to issuance of the final audit report. The Internal Audit Department will complete the review within five (5) to ten (10) business days. The primary purpose of this review is to encourage consistent reporting by all departments.

If the Fire Department elects to assume responsibility for its own audit, the financial records and data enumerated in Appendix "B" shall be presented to the Fire Department's auditor in the manner and condition described therein.

The County agrees, upon the timely written request of the Fire Department, to make available an audit conducted at Fire Department expense by an independent certified public accountant.

If the Fire Department elects to participate in the audit furnished by the County, then the Fire Department agrees to submit financial records and data to the County's auditor no later than 4:00 PM on the last business day of August of the current fiscal year. Such financial records and data shall include the records and documents enumerated in Appendix "B", "Information for Annual Audit",

attached hereto and incorporated herein, and shall be presented in the manner and condition described therein.

In the event that the Fire Department does not have an independent annual audit performed, then and in that event, the Fire Department shall provide the County with its unaudited financial statements containing a detailed accounting of the Fire Department's budget and expenditures, no later than 5:00 p.m. on the last working day of September following the close of the fiscal year. The Department must provide any follow up documentation requested by County to support financial statement amounts, including but not limited to any of the financial records and data enumerated in Appendix "B", within 5-10 days of written request from the County. This option is required to comply with this section only if the Fire Department does not submit an independent audit.

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

Should the Fire Department fail to submit its audit report, unaudited financial statements, and/or any requested follow up documentation to the County within the above time period, the County may suspend all funds immediately until the audit, financial statements, or documentation is delivered as set forth above, except that the County's Director of Internal Audit may grant a reasonable submittal extension if the Department is unable to deliver the audit, financial statements or documentation for reasons beyond the control of the Fire Department or the Fire Department's auditor.

Section 8. DECISION MAKING PROCESS OPEN TO PUBLIC

Because of the Fire Department's extensive reliance on public funds for its operations, the public has a continuing interest in the Fire Department's decision-making processes and decisions regarding the spending of those funds. The Fire Department agrees to the provisions of this Section, acknowledging that such provisions are required by this Agreement notwithstanding that such provisions are not required by statute.

- 8.1. To ensure public trust, the Fire Department agrees that its Board of Directors meetings will be open to the public.
- 8.2. To ensure the ability of the public to attend those meetings, the Fire Department agrees to provide public notice of such meetings to Wake County Fire Services at the beginning of each calendar year for publication on the Wake County Public Meeting Calendar. The notice shall include date, time and location of each meeting for the entire 12-month period. The Fire Department and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency

to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

- 8.3. To ensure the ability of the public to review the Fire Department's decision-making processes and spending decisions, the Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the Fire Department Board of Directors' next meeting. An electronic version of the finalized meeting minutes shall be provided to the County Fire Services on a quarterly basis.
- 8.4. Notwithstanding the Fire Department's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting under the following circumstances:
 - 8.4.1. To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);
 - 8.4.2. To discuss purchase, exchange or lease of real property;
 - 8.4.3. To discuss the terms of an actual or proposed employment contract;
 - 8.4.4. To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action);
 - 8.4.5. To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee;
 - 8.4.6. To make decisions on matters other than those that directly or indirectly involves public funds;
 - 8.4.7. The Fire Department agrees to keep an agenda and minutes for any closed meeting or part of a meeting, which shall be made available for public examination at the next Board of Directors meeting, except for minutes of closed sessions dealing with criminal matters, personnel matters, sessions concerning matters other than those that directly or indirectly involving public funds, and, unless the Board decides otherwise, matters of attorney-client privilege). The Department agrees that the agenda(s) and minutes of any closed meeting or part of a meeting shall meet the same standards as minutes of all public meetings and shall include a statement of the purpose of conducting the meeting in closed session.

8.4.8. The County and Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

8.4.9. Notwithstanding the provisions of this Section, the County shall have access to all meeting agenda(S) and minutes, including any closed meeting or part of a meeting, without exception, upon request.

Section 9. NON-COMPLIANCE BY FIRE DEPARTMENT

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

Section 10. AUTHORITY TO MAINTAIN DELIVERY OF SERVICES

In the event that the Fire Department’s Board of Directors determines that the Fire Department is unable to reliably deliver the services described herein, for reasons including, but not limited to, resignation or withdrawal of volunteer, part-time or full-time members or other withdrawal or loss of ability to deliver services, the Fire Department’s Board of Directors shall immediately so notify the County, at which time the Fire Department authorizes the County or its agents to suspend the monthly payment to the Fire Department and to use such Department facilities and equipment as are necessary to maintain the delivery of fire services in the Fire Department’s primary service area (to the extent the Fire Department exercises operational control and/or ownership interest over such facilities and equipment), so that an interruption of the Fire Department’s ability to deliver fire services will not interfere with the standards of fire protection service provided for in this Agreement.

Should such use become necessary, upon the request of the Fire Department, the County and the Fire Department’s Board will jointly select an independent third-party trustee who will regularly evaluate the County’s use of such Fire Department facilities, equipment and resources on behalf of the Fire Department. The Wake County Fire Tax District will be responsible for paying the trustee fees associated with the study. During the time that the Fire Department is unable to provide services, the Board of

Directors of the Fire Department shall cooperate with the Fire Commission. The Fire Commission shall determine if the Fire Department is able to resume delivery of reliable service.

Section 11. FINANCIAL COMPLIANCE

The Fire Department agrees that if its financial records are judged to be un-auditable for purposes of audit or establishment of a budget by the County's Director of Internal Audit, or if a regular or special audit by a Certified Public Accountant reveals competent evidence of reckless or willful financial mismanagement practices or intentional or criminal wrongdoing, the Fire Department's Board of Directors will notify the County, at which time, the County and Board of Directors may jointly name a trustee who will assume responsibility for management and financial decision-making for the Fire Department until such time as the County and Fire Department's Board of Directors agree that the Fire Department's finances have been stabilized to the extent required to satisfy the financial management provisions of this Agreement.

Section 12. COMPOSITION OF BOARD OF DIRECTORS

The Fire Department agrees that as long as this Agreement or subsequent renewals of an existing Agreement are in effect, the following restrictions shall apply to the Board of Directors:

- 12.1. If the fire chief of the Department serves as a member of the Department's Board of Directors, that fire chief shall serve as an ex officio member, without vote, of the Department's Board of Directors.
- 12.2. No compensated current employee of the Fire Department shall serve as a member of the Department's Board of Directors. "Compensated current employee" shall be defined as a current employee of the Fire Department paid a salary or hourly wage for services provided to the Fire Department. This shall not include volunteers who receive stipends or reimbursements; or employees paid an hourly wage pursuant to any contract with a duration of less than thirty (30) days per calendar year.
- 12.3. No family member of 1) the Fire Department's Chief Officers or 2) the President of Board of Directors shall serve as a member of the Department's Board of Directors. "Chief Officers" shall be defined as the persons designated by the Board as the Fire Chief of the Department or appointed by the Fire Chief to a chief officer rank. This designation shall not include other officers at or below the rank of Captain. "Family member" shall be defined as a parent, spouse, child, or sibling of the member, including a parent, child, or sibling of the member's spouse. If a family member as defined herein is a properly elected or appointed director at the time this Agreement is entered, then and in that event, the Board of Directors shall 1) request the resignation of such member or take any other action available under the current by-laws to insure that the family member does not serve as a director during the performance of this contract 2) change the by-laws at the next annual meeting to insure that no family member serves as a director during the performance of this contract.

12.4. Each Board of Directors shall have a minimum of twenty percent (20%) citizen membership, unless prohibited under the Fire Department's by-laws in effect. If the by-laws in effect do not permit such composition, then and in that event, the Fire Department shall make a good faith effort to promote citizen participation on the Board to the extent permitted and shall make an amendment to the by-laws to allow compliance with this Section.

12.5. The Fire Department's current By-Laws should be sent to Wake County Fire Services for electronic filing. Any subsequent updates or modifications to the Fire Department By-Laws shall be immediately sent to Wake Fire Services for electronic filing.

Section 13. LIQUIDATION OR DISSOLUTION

In the event of liquidation or dissolution of the Fire Department, all equipment and assets will be distributed in accordance with the Fire Department's Charter or Articles of Incorporation and the North Carolina Non-Profit Corporation Act. All assets and equipment that have been acquired using County funds, other than those accounts maintained by the County as special rural fire district funds, shall be returned to the County.

13.1. Should such liquidation, dissolution, or termination of this Agreement pursuant to Section 24 occur while there remains an ongoing requirement for County provided fire protection in the Fire Department's primary service area, all required firefighting apparatus and equipment (excluding real property) shall be assigned or distributed by the dissolving Fire Department to its successor in fire protection within the Fire Department's primary service area. Real property owned by the Fire Department and not reasonably required by the County for the purpose of fire protection in the sole discretion of the County, or real property which is already being used by other governmental entities for fire protection is excluded. Such unallocated Real property will be returned to public service use in consultation with homeowners within the Fire Department's primary service area. If in the sole discretion of the County, the County or successor fire department appointed by the County reasonably requires the use of the Real property to provide fire protection within the Department's primary service area, the Fire Department shall lease such Real property through a leasing instrument which will insure maintenance of such property for the duration of need, but will not accrue revenue to the Fire Department above and beyond such maintenance. The County in its sole discretion may decline to exercise this provision and the Department shall have no right to compel the exercise of this provision.

Section 14. MERGER

In the event of a merger between the Fire Department and another entity, all assets purchased by the Fire Department prior to the establishment of the Fire Protection Service Tax District will remain the property of the Fire Department; and all assets purchased by the Fire Department after the

establishment of the Fire Protection Service Tax District will be distributed in accordance with Section 13 herein.

Section 15. FIRE DEPARTMENT'S USE OF FUNDS

The Fire Department shall use the funds subject to this Agreement in accordance with the annual Department Budget. This budget may be amended by the Fire Department Board of Directors within the approved total appropriations made available by this Agreement provided that all appropriations must be used for furnishing fire protection within the district and amendments providing for any expenditure that establishes a new operating expense that will extend beyond the current fiscal year shall require the written consent of the Director of the Department of Fire Services and any amendment to the budget regardless of whether it extends beyond the current fiscal year shall be subject to the following provisions:

- 15.1. The Department shall notify the Director of the Department of Fire Services of addition or deletion of full- or part-time positions (defined here as positions budgeted at a pay rate equal to, or in excess of, the current federal minimum wage) not later than thirty (30) days after the change takes effect. Use of personnel funds for any purpose other than compensating persons occupying budgeted positions shall require the written approval of the Director of Fire Services. A decision of approval or disapproval shall be provided to the department from the Department of Fire Services within forty-eight (48) business hours of receipt of complete requested documentation.
- 15.2. The Department is required to notify the County in writing within thirty (30) calendar days of the following changes:
 - 15.2.1. changes in the board of directors;
 - 15.2.2. changes in key personnel, including, but not limited to: chief executive officer, president, executive director, finance director, or equivalent; or,
 - 15.2.3. any modification in the use of County funds provided through this Agreement.
- 15.3. The Fire Department agrees to follow the current Wake County Procurement policy, excluding Section IIB, Section IIC and Section IID, which is contained in Appendix C.
- 15.4. The Fire Department and the County agree that, in the event of a bona fide emergency, the Department may proceed with emergency purchases without seeking formal or informal bids as described herein.
- 15.5. The Department shall not enter into a financial transaction which shall require the Department to create a security interest in favor of a third party in real or personal property wholly or partially acquired with County funds without Wake County Board of Commissioners approval. Security interest shall be defined as any agreement or act

that gives the beneficiary of the security interest preferential rights in the disposition of the secured asset, including but not limited to a mortgage, charge, pledge, or lien.

15.6. The County may request the Department, at any time during the fiscal year, to provide the County with satisfactory documentation that the funds are expended in an acceptable manner. County requests may include, but are not limited to, performance measures, financial statements, other funding agreements, and salaries and benefits information. Any request for information will be submitted in writing to the Department. The Department shall have up to thirty (30) calendar days from the date of written request to submit documentation.

15.7. The Department agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

15.8. The Department certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. Section 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. Section 143C-6A-5(b), Department shall not utilize any subcontractor in the performance of this Contract that is identified on the Final Divestment List.

Section 16. FIRE DEPARTMENT'S BUDGET PREPARATION

The Fire Department agrees that it shall continue to use the County's electronic financial reporting system furnished by Wake County for budget preparation and presentation purposes only, based upon the County's "chart of accounts" which provides accurate documentation of all of its receipts and disbursements, including (but not limited to) those related to the funds subject to this agreement, and the Fire Department and County will use the product(s) of that reporting system in the development and analysis of the budget for FY 2003 and subsequent fiscal years. The Fire Department agrees that it will make these reports available to the public upon request.

As part of every annual budget submission, the Fire Department shall identify the name, rank and date of separation of each paid employee that leaves employment with the Department and the name, rank and date of employment of each new hire employee. The modified budget form provided by the County shall incorporate a request for this information. Use of lapsed salary dollars shall conform to Section 15.1 of this agreement.

As part of every annual budget submission, the Department is required to disclose any existing debt of the Department and any arrangements for repayment (i.e., monthly payments, promissory note). "Existing Debt" shall be defined as any legally enforceable secured or unsecured obligation to pay money.

Section 17. INSURANCE

Fire Department shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, providing the Wake County Finance Department with a certificate of insurance upon each policy renewal. Insurance companies

must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of Wake County's Finance Department. Any request for consideration of alternate insurance coverage must be approved by Wake County PRIOR TO final execution of this Agreement.

- 17.1. Worker's Compensation, covering both regular employees and volunteers, with minimum limits for Coverage A: Statutory for State of North Carolina, and Coverage B – Employers Liability: \$100,000 each accident/\$100,000 disease each employee/\$500,000 disease.
- 17.2. Commercial General Liability, Including Medical Malpractice/Errors and Omissions, with minimum limits of \$1,000,000 per occurrence or incident, including contractual liability.
- 17.3. Commercial Auto Liability, with minimum limits of \$1,000,000 per accident for bodily injury liability and property damage, including coverage for owned, hired, and non-owned vehicles.
- 17.4. Auto Physical Damage Coverage for any vehicle, including permanently attached equipment, listed by the Fire Department on the Fire Tax District replacement schedule, regardless of whether owned by County or Fire Department. Each vehicle shall be insured on an Agree Value basis. Values will be provided by Wake Fire Services at the end of each calendar year. Wake County shall be included as Loss Payee for any County-owned or leased vehicle used in the provision of agreement services; the certificate of insurance must list County-owned vehicles. For the purpose of this section, "Agreed Value" is the value agreed upon by the insured and the insurer at the beginning of the policy period but may be amended by endorsement.
- 17.5. Portable Equipment Coverage, valued on a guaranteed replacement cost basis, for any portable equipment used in the provision of agreement services.
- 17.6. Management/Public Officials Liability, with minimum limits of \$1,000,000 per claim and \$2,000,000 aggregate.
- 17.7. Umbrella or Excess Liability, with minimum limits of \$2,000,000, extending coverage over the underlying Employer's Liability; General Liability including Medical Malpractice/Errors and Omissions Liability; Auto Liability; and Management/Public Officials Liability. There shall not be any "drop down deductibles" in areas where underlying coverage is not required but the Umbrella Policy provides coverage.
- 17.8. Fidelity/Employee Dishonesty Coverage, covering all employees and volunteers, with limits not less than \$100,000.

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

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

Section 18. INDEMNIFICATION

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

Section 19. INSURANCE SERVICES OFFICE, INC. RATING

The Fire Department shall make a good faith effort to maintain its current rating, or better, with the North Carolina Department of Insurance, and Insurance Services Office (ISO), Inc., as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations. The bylaws of the Fire Department shall have reasonable provisions enabling citizens of the District to participate in the affairs of the Fire Department, as determined necessary by the Fire Department Board of Directors. Cases in which a fire department loses or receives a reduced rating will be examined by the Wake County Department of Fire Services. The Wake County Director of Fire Services shall make a report to the Wake County Fire Commission containing recommendations for corrective action.

In the event that the Fire Department's ISO rating falls below a Class 6 public protection classification for fire insurance grading purposes, the Fire Department shall prepare and submit to the County a plan to obtain a minimum of a Class 6 public protection classification. If the Department has a public protection classification equal to or better than a Class 6, the Fire Department is not required to downgrade to a Class 6.

The Fire Department agrees to implement said plan after its completion subject to availability of funds as recommended by the Fire Commission and approved by the Board of Commissioners.

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

Section 20. STANDARDS OF PERFORMANCE

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

The departments shall develop and initiate plans for Public Fire Education, Pre-Incident Surveys and ensure fire hydrants/water sources are maintained and documented in accordance with NCOSFM guidelines.

The following minimal performance standards are agreed to by the County and the Fire Department and are a part of this contract:

- 20.1. RESPONSE TIME: When 90 seconds elapses after dispatch of the Fire Department with no response, the Fire Department will be re-paged. After an additional 90 seconds (three minutes total) have elapsed, the next closest fire department will be dispatched.
- 20.2. STAFFING ON SCENE: The Fire Department shall make best efforts to ensure staffing is adequate for the type of incident and in accordance with the current Long Range Plan's identified effective response force.
- 20.3. AUTOMATIC AID AGREEMENTS: The Fire Department shall provide automatic aid service for all calls for service and respond with the dispatched unit per designated response plans in the current CAD. Each fire department will participate in the closest unit AVL dispatch as designated in the County areas. Fire stations that are not continuously staffed on a 24 hour a day / 7 day a week basis may or may not participate

in quickest unit response inside a municipality's corporate limits. This agreement is Appendix F of this document.

20.4. **MUTUAL AID AGREEMENTS:** All Fire Departments shall cooperate and participate in the most current Wake County Mutual Aid system plan. The Wake County Emergency Communication Center will automatically dispatch the nearest mutual aid department after failure in three (3) minutes of the initially dispatched department to acknowledge the call. This shall apply to all calls. Wake County will supply the Fire Department with a copy of the officially adopted mutual aid system plan. The agreement can be found as Appendix D of this contract.

20.5. **TRAINING:** The Fire Department shall have formally adopted written guidelines for appropriate initial training of firefighters and continuing education of firefighters that meet or exceed all state requirements.

20.5.1. Initial firefighter training shall include education on hazardous materials responder, incident command system, and blood borne pathogens.

20.5.2. The Department shall annually conduct and/or participate in a minimum of one (1) live fire training exercise with the preferred location being at the Wake County Fire Training Center.

20.5.3. The Department shall annually participate in a minimum of one (1) multi-company and one (1) multi-department live fire training exercise.

20.5.4. No member of the Department shall engage in structural firefighting without having first completed the Wake County Essentials of Firefighting course or equivalent course as determined by the Department's Chief Officer.

20.6. **VOLUNTEERS:** Fire Department shall demonstrate a commitment to recruiting and retaining volunteers within their respective department.

20.6.1.1. Upon request the Fire Department shall complete and return to the County a semi-annual Volunteer Report form, which provides the following information: 1. Total number of volunteers as of report date, 2. Number of new volunteers joining the department since last semi-annual report, 3. Number of volunteers that have left the department since last semi-annual report, 4. Volunteer recruitment outreach events the Fire Department held or participated in that report period, 5. Volunteer participation rate for emergency responses during that report period, 6. Volunteer participation rate for department training events during that report period, 7. Volunteer participation rate for department duty crew shifts during that report period, 8. The full-time occupation of each volunteer.

20.7. DEPRECIATION: Each Fire Department shall have a depreciation schedule for equipment and property valued over \$25,000.00.

20.8. FIRE STATION CONSTRUCTION/RENOVATION: The Wake County Fire Services, in conjunction with the Wake County Fire Commission, shall provide recommendations on new fire station locations and major renovations utilizing service tax district funds to the Wake County Fire Commission. Major renovations include renovations of existing fire stations which exceed \$100,000.00 in total cost. All expenditures of service tax district funds for new fire stations and major renovations require approval of the Wake County Board of Commissioners.

20.9. FISCAL RESPONSIBILITY:

20.9.1. At a minimum, all nonprofit Fire Departments shall have on hand, as of the end of the fiscal year, Expendable Net Assets Without Donor Restrictions or Board Designations of at least 5% of their annual total expenses identified in their audited financial statements; and Liquidity of at least 10% of their annual total expenses identified in their annual audited financial statements. All Fire Departments will maintain the designated level of both expendable net assets without donor restrictions and liquidity as follows:

20.9.1.1. Expendable Net Assets Without Donor Restrictions or Board Designations is defined as Net Assets Without Donor Restrictions, less net investment in capital assets, less amounts designated for specific expenditures by the governing board. Net investment in capital assets is total property and equipment, net of accumulated depreciation, less debt owed on property and equipment. At year-end, this amount must be at least equal to 5% of the total annual expenses identified in the audited financial statements for that year.

20.9.1.2. Liquidity is defined as total financial assets available to meet cash needs for general expenditures within one year. This amount is total assets, less nonfinancial assets (e.g. property and equipment, inventory, prepaid amounts), less assets that are unavailable for general expenditures due to contractual or donor-imposed restrictions, less assets that are unavailable for general expenditures because they have been designated for other purposes by the governing board. This liquidity amount is the same as is required to be disclosed by professional accounting and reporting standards. At year-end, this amount must be at least equal to 10% of the total annual expenses identified in the audited financial statements for that year.

20.9.1.3. Fire Departments with Expendable Net Assets Without Donor Restrictions and Board Designations (as defined above) exceeding 15% of the department's total annual expenses shall notify County staff and the Fire

Commission in writing of their intended use of excess funds. Use of the excess funds should be made in the following order:

20.9.1.3.1. Finance apparatus options, station improvements, or other capital needs that have been identified as priorities by the Fire Commission and County staff in the Long-Range Plan or CIP programs,

20.9.1.3.2. Retire existing debt,

20.9.1.3.3. One-time purchases, which include:

20.9.1.3.3.1. Emergency non-budgeted expenditures for unanticipated repair

20.9.1.3.3.2. Replacement of essential firefighting equipment one-time purchases for such equipment as SCBA and SCBA cylinders with specifications approved by Fire Commission

20.9.1.3.3.3. Another option approved by the Fire Commission, the Department of Fire Services Director and Budget Director.

20.9.1.3.4. After planned uses of the excess funds have been formally approved by the governing board, the amount of such funds should be reported as designations in the financial statements.

20.9.1.3.5. Should a department not choose from the options listed above, County staff and the Fire Commission will consider excess funds when determining the department's operating appropriation from the Fire Tax.

20.10. **FIXED ASSETS:** Each Fire Department shall maintain an accurate inventory of all equipment valued at \$5,000.00 or more. This fixed asset list shall be kept for each Fire Department by station and be available for review at reasonable times during business hours of the County. The Fire Department agrees to cooperate with and participate in any Wake County inventory control systems.

20.11. **FIRE INVESTIGATIONS:** The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause OR if the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Wake County Fire Services Department to assist. The Fire Department shall provide whatever assistance is needed by Wake County staff at the fire scene. The responsibilities under this section shall be in addition to, and not in replacement of the responsibilities outlined under subsection 20.12 "Post Incident Review".

20.12. POST INCIDENT REVIEW: In order to provide a systematic and consistent approach for reviewing and evaluating fire response, the Fire Department shall be required to conduct a post incident review for the following incidents occurring in the unincorporated areas of the county: fires resulting in fatalities, fires resulting in more than \$400,000 property loss, fires resulting in civilian injury, fires resulting in firefighter injury, and any other incident as determined by the Fire Department. Post incident reviews will be facilitated by a fire service member that has completed a post-incident review training program approved by the Fire Commission, or equivalent training as determined by the Fire Commission.

20.13. MEDICAL FIRST RESPONDER: Each Fire Department shall participate in the Wake County Medical First Responder Program. Each fire department shall conform to the most current version of the Wake County Medical First Responder Policies and Procedures that can be found on the Wake County Fire Services website. Departments shall operate under the direction of the Wake County Medical Director and Emergency Medical Services Director. Each Fire Department shall have an adopted guideline that addresses the Medical First Responder Program and Operation.

20.14. EMERGENCY DISASTER RESPONSE: Each Fire Department shall follow the Wake County Emergency Operations Plan and all applicable appendices.

20.15. DISPOSING OF EQUIPMENT: The Fire Department shall offer equipment that they have deemed necessary to sell or donate to other Wake County Fire Departments prior to offering to outside agencies. All sold or donated items should be within their NFPA-specified service life, in serviceable condition, and retested or recertified by the manufacturer or certified third-party testing organization. The Fire Department shall not dispose of any County asset without the approval of the Director of Wake County Department of Fire Services and the Wake County Finance Director, and, if approval is received, shall follow all County guidelines taking into account any applicable statutory requirements for asset disposal.

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

20.17. EMPLOYMENT: The Fire Department agrees to conduct a background-check for all "finalist" candidates for full-time and part-time employment and volunteer membership prior to hire or appointment.

20.17.1. No person with a felony or serious misdemeanor conviction(s) shall be hired or serve as a volunteer with the Fire Department. "Serious misdemeanor

conviction(s) shall be defined to include offenses reflective of violent criminal behavior or dishonesty. If additional funding is required to perform the background checks, background checks will be done subject to availability of funds. Nothing herein shall be construed to prevent the Fire Department from hiring an individual who has an isolated misdemeanor conviction remote in time but has demonstrated a sustained record of responsible, lawful behavior and is otherwise fit for duty. A felony or serious misdemeanor conviction received during employment or volunteer service shall be grounds for review of continued employment or service.

20.17.2. All paid and volunteer employees of the Fire Department shall be subject to, for cause and/or suspicion, drug testing at any time as deemed appropriate by the Fire Department.

20.18. DRIVER'S LICENSE CHECK: The Department agrees that it will conduct a driver license record review at least annually on each member and employee.

20.19. USE OF COUNTY-OWNED VEHICLES: The Department agrees that in the event it uses or leases County-owned vehicles in the performance of duties under this Agreement, the Department shall not make these vehicles available to individual employees or volunteers for personal use or other employment not provided for under the Fire Services Contract.

20.20. ADMINISTRATIVE AND OPERATIONAL PROCEDURES: The Department agrees to participate jointly with the County in development and implementation of countywide fire service standard administrative and operational procedures through the Fire Commission. Nothing in this section shall prohibit the Department from establishing or maintaining its own standard administrative and operational procedures provided they are not in conflict with County-wide procedures as described herein, or the County from issuance of County-wide emergency procedures in event of a declared disaster or emergency.

20.21. MEDICAL EXAM PROGRAM: The Department agree to comply with the latest version of the Wake County Fire Tax District Medical Exam Program. The latest version can be found on the Wake County Fire Services website.

20.22. FIRE COMPENSATION ADMINISTRATIVE GUIDELINES: The County and Fire Department agree to abide by the requirements contained in the Wake County Fire Compensation Administrative Guidelines as approved by the Wake County Board of Commissioners on October 20, 2003 and as they may be amended from time to time during the existence of the Agreement. The Department shall adopt the said Fire

Compensation Administrative Guidelines and agree to operate their Department's pay and benefits system by the terms of said Fire Compensation Guidelines. The Department acknowledges review and acceptance of the most current Wake County Fire Compensation Administrative Guidelines originally effective July 1, 2003 as updated November 2020. The latest version can be located on the Wake County Fire Services website.

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

20.24. EMERGENCY ALERTING: The Fire Department agrees to rely only on the countywide alphanumeric and tone/voice paging systems for emergency alerting and response purposes.

20.25. GRANTS: The Fire Department shall receive approval from the Wake County Department of Fire Services prior to making application for any grant funding for equipment, staffing or programs currently funded by the Fire Tax District which will require Fire Tax District matching funds. Grant funding requiring matching funds must be approved in the Wake County Budget ordinance or by resolution of the Wake County Board of Commissioners. Grant funding received by the department without approval will not be replaced by Fire Tax funding after the performance period of the grant or useful lifetime of grant-funded equipment. The Fire Department shall cooperate with and participate in regional grant applications which serve to maximize grant funding impact across Wake County.

20.26. WEAPONS: With the exception of sworn law enforcement officers, operating within their jurisdiction, no weapons of any sort are permitted to be carried by Department personnel while on duty within department vehicles or buildings, or while on calls for service. This applies to all weapons whether concealed or visible. This includes firearms, knives, conducted electrical weapons and chemical irritants, such as mace and pepper spray.

Section 21. RELATIONSHIP OF PARTIES

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

of or accrue to any party, its officers, agents, or employees as a result of this Agreement or performance thereof.

Section 22. TERM OF AGREEMENT

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

Section 23. NON-ASSIGNABILITY

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

Section 24. TERMINATION

This Contract may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this contract in accordance with this section of this Agreement.

Section 25. RESERVATION OF RIGHTS

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

Section 26. NO WAIVER

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Fire Department pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision. In the event that there is disagreement between representatives of the County Department of Fire Services and the Department as to the meaning and/or applicability of any section of the Agreement, the County and the Fire Department shall endeavor in good faith to mediate the disagreement, and agree to select and share the cost (if any) of the services of a trained community mediator to mediate the disagreement. However, nothing herein shall be construed to prevent either party from seeking legal or equitable relief in a court of competent jurisdiction.

Section 27. NO THIRD PARTY BENEFICIARIES

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

Section 28. ENTIRE AGREEMENT

The terms and provisions herein contained constitute the entire agreement by and between the County and the Fire Department and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter hereof;

except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

Section 29. NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by confirmed facsimile transmission, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to Wake County:

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

Telephone: (919) 856-6349

Facsimile: (919) 856-6236

If to Fire Department:

dba Northern Wake Fire Department, Inc.
Gary Vickerson
11713 Six Forks Road
Raleigh, NC 27614

Telephone: (919) 247-4177

Email: Gary.vickerson@northerwakefire.org

Section 30. GOVERNING LAW

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

Section 31. SEVERABILITY

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

Section 32. COUNTERPARTS

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

Section 33. NO WAIVER OF SOVEREIGN IMMUNITY

The County and the Fire Department agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any

other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

Section 34. VERIFICATION OF EMPLOYEE WORK AUTHORIZATION

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

Section 35. NON-DISCRIMINATION. In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Agreement.

Section 36. EFFECTIVE DATE OF AGREEMENT

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

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the Wake County Manager, and the 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 authorization of its Board of Directors duly given.

This the _____ day of 7/20/2022, 20____.

WAKE COUNTY

BY: DocuSigned by: Ashley Jacobs
David Ellis or designee
Wake County Manager

BY: DocuSigned by: Darrell Alford
Darrell Alford
Wake County Fire Services Director

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

DocuSigned by: Aaron Brown
Finance Director or designee

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

Darrell Alford DS
DA Department Head Initials

BAY LEAF VOLUNTEER FIRE DEPARTMENT, INC.
DBA NORTHERN WAKE FIRE DEPARTMENT, INC.,

BY: DocuSigned by: Gary Vickerson
Gary Vickerson
Board President