

**CONTRACT ROUTING FORM**

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Emergency Management

Department contract file name (use effective date): Town of Cary\_EM\_20240701

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: Lease

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Town of Cary

Effective Date: 07/01/2024

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date: Click here to enter a date.

Total Amount: \$6269.00

Please Return Contract to:  
Name: Steve Newton  
Email: \_\_\_\_\_  
Special Instructions for Clerks  
Office:

2. Department Head or his/her designee has read the contract in its entirety.

By: SKN (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract  Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes  No

If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes  No

5. Vendor has signed the contract. Yes  No  (Town of Cary Contract)

6. A budget amendment is necessary before approval. Yes  No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

**Clerk's Office Only**

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ('Agreement'), made and entered into by and between the Town of Cary, a municipal corporation of the State of North Carolina ("Town"), and Chatham County, a body politic and corporate of the State of North Carolina ("Licensee"). Either the Town or the Licensee may be referred to herein as "Party" or collectively as the "Parties."

### WITNESSETH:

WHEREAS, Town operates a fire station known as **Cary Fire Station #8** located at 408 Mills Park Drive, Cary, North Carolina 27519 ("Premises"); and

WHEREAS, Town has operating capacity in Premises for an additional crew and is willing to provide operating space in Premises for a Licensee crew to better serve parts of the Town of Cary corporate limits and Wake County.

WHEREAS, Licensee desires to share such space in Premises on the terms set forth herein.

NOW THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable consideration, the Parties do hereby covenant and agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to set out the terms under which Town will grant Licensee a license to assign one crew ("Crew"), to consist of up to three(3) individuals assigned by Licensee in shifts and an ambulance to the Premises to provide emergency medical service to parts of Chatham County, and the Town of Cary.
2. **TERM.** The term of this Agreement shall be from July 1, 2024 through June 30, 2025 and a right to renew thereafter. Either Party may terminate this Agreement by giving written notice to the other at least ninety (90) days in advance of the termination date. If such termination notice is not given, this Agreement shall automatically renew for consecutive one-year periods on the same terms and conditions as this original Agreement. Town may terminate this Agreement for any reason and at its sole discretion upon thirty (30) days written notice to Licensee. If this Agreement is terminated prior to the end of the Town's fiscal year, Town will refund a pro rata share of the operating costs paid by Licensee.
3. **LICENSE GRANTED.** Subject to the terms and conditions herein, Town hereby grants Licensee a non-exclusive license to use Premises for the purposes of housing a Crew and an ambulance to provide emergency medical service to parts of northeastern Chatham County, the Town, and parts of Wake County. Included in this license is the right to undesignated parking spaces for Crew, use of assigned and common space, and to install, use, and maintain internet and telephone lines and any required computer equipment on Premises for the furtherance of the above Purpose.

4. RESPONSIBILITIES OF LICENSEE:

- a. Licensee shall assign one Crew to Premises for the purpose of providing emergency medical service to parts of northeastern Chatham County, the Town, and parts of Wake County;
- b. Licensee shall provide and maintain one ambulance along with equipment cabinets in the bay area near the ambulance in Premises;
- c. Licensee, at its sole expense, shall install and maintain networking entrance, equipment and cabling to support the Patient Call Reporting ("PCR") workstation and other required network devices including WIFI in Premises. Location of entrance and installation shall be approved by the Town;
- d. Licensee, at its sole expense, shall have the right to install and maintain a telephone line on Premises. Licensee shall ensure that two(2) telephones will serve the one(1) phone line, one(1) phone to be located in the Crew's dormitory and the other phone shall be located in a common area. Crew shall also have authority to use the fax machine on Premises.
- e. Licensee and Crew shall comply with Town Fire Department policies, guidelines, and directives related to use of Premises, specifically including but not limited to standard operating guideline 505 "Plymovent Vehicle Exhaust Removal," which requires all vehicles to utilize the Plymovent exhaust system Licensee's assigned supervisor and the Premises Captain shall communicate with regard to operational issues that may arise as a result of this license.
- f. Licensee shall pay \$5814.00 plus \$700.00 for one Plymovent drop for a total of 6269.00 for FY 2025. Licensee shall also be responsible for the repair of any damage directly caused to Premises by Licensee, including but not limited to any overhead doors. Town shall invoice Licensee for the above amounts and Licensee shall pay any such invoices within thirty (30) days of receipt.

5. INSURANCE. Licensee and Licensee's permitted subcontractors shall purchase and maintain on a primary basis and at its sole expense during the term and for three (3) years after the termination of this Agreement insurance for the following: protection from claims under Worker's or Workmen's Compensation Acts covering claims arising out of or related to bodily injury, including bodily injury, sickness, disease or death of any of Licensee's employees or subcontractors; Commercial General Liability Insurance, including contractual liability and covering bodily injury, property damage, products and completed operations and personal injury; Commercial Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, covering bodily injury and property damage; and Professional Liability/Errors & Omissions Insurance (if applicable) covering claims arising out of or related to Licensee's performance under this Agreement.

Minimum limits of insurance coverage are:

General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Commercial Automobile Liability	\$1,000,000 CSL
Commercial Excess Liability/ Umbrella Policy	\$1,000,000 per occurrence
Workers Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident
Professional Liability	\$1,000,000 per claim
Cyber Liability	\$2,000,000 per claim & aggregate

The Licensee may satisfy the insurance limits above with a combination of primary and umbrella/excess liability insurance policies. Umbrella/Excess liability shall follow form as to each of the underlying policies. Any available insurance proceeds in excess of or broader than the specified minimum limits of insurance and coverage shall be available to the Town.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

*Insurers*

The minimum insurance ratings for any company insuring the Licensee shall be Best's A- . Should the ratings of any insurance carrier fall below the minimum rating, the Town may, at its option, require the Licensee to purchase insurance from a company whose rating meets the minimum standard. Licensee's insurance carrier(s) shall be authorized to do business in the state of North Carolina. If Licensee is unable to find an authorized carrier for any line of insurance coverage, Licensee shall notify Town in writing.

*Additional Insured Status*

All insurance policies (except Workers Compensation and Professional Liability) shall name the Town, its elected officials, officers, employees and volunteers as an additional insured.

*Notice of Cancellation*

Each policy shall provide that the Town shall receive not less than thirty (30) days prior written notice, when available, of any cancellation or non-renewal of coverage of any of the policies. Upon notice of such cancellation, non-renewal or if a policy's limits are exhausted, Licensee shall procure substitute insurance so as to assure Town that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

*Primary*

Licensee's insurance coverage shall be primary for any claims against Licensee related to this agreement except for claims due to Town's negligence.

*Waiver of Subrogation*

The insurer shall have no right of recovery or subrogation against Town, its agents or agencies, it being the intention of the parties that the insurance policies shall protect Town and be primary coverage for any and all losses covered by the policies.

*Verification of Coverage*

A certificate of insurance and all endorsements required shall be provided at, or prior to, execution of this Contract. The Town's review or acceptance of certificates of insurance shall neither relieve Licensee of any requirement to provide the specific insurance coverage set forth herein nor shall it constitute a waiver or acknowledgement of satisfaction of the specific insurance requirements set forth in this Contract.

Certificate Holder address should read:

Town of Cary  
PO Box 8005  
Cary, NC 27512-8005

*Special Risks or Circumstances*

The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Licensee is a county maintaining a funded reserve for liability claims pursuant to N.C.G.S. 153A-435. In lieu of the set out insurance requirements, Licensee may provide a letter of self-insurance.

6. NON-ASSIGNMENT. This Agreement may not be assigned.
7. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid to the respective addresses provided below:

TOWN: Cary Fire Department  
Mike Cooper  
100 N. Academy St.  
Cary, NC 27511  
Mike.Cooper@carync.gov

LICENSEE: Chatham County  
Dan Lamontagne  
  
PO Box 1809  
Pittsboro, NC 27312



Notice shall be effective upon the earlier of: (a) actual receipt; or (b) three(3) days after deposit in the U.S. mail or other service. Each Party is responsible for notifying the other of any change of address.

8. **NON-EXCLUSIVE REMEDIES/NO WAIVER.** The selection of one or more remedies for breach shall not limit a Party's right to invoke any other remedy available under Agreement or by law. No delay, omission or forbearance to exercise any right, power or remedy accruing to a Party shall impair any such right, power or remedy or shall be construed to be a waiver of any breach hereof or default. Every right, power or remedy may be exercised from time-to-time and as often as deemed expedient. No failure of Town to exercise any power given Town hereunder or to insist upon strict compliance by Licensee of its obligations hereunder and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of Town's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon Parties hereto shall be cumulative and not restrictive of those given by law.
9. **SEVERABILITY.** If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision(s).
10. **SURVIVAL.** All representations, indemnifications and other terms and conditions of this Agreement which by their nature should survive Agreement termination shall survive its expiration or termination.
11. **PUBLIC RECORDS.** Licensee acknowledges that that records in the custody of Town are public records and subject to public records requests. Town may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by Licensee, Town will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. 66-152, that are specifically designated as a "trade secret" or "confidential" at the time of initial disclosure by Licensee, and that are otherwise entitled to protection under N.C.G.S. 132-1.2(1).
12. **NONDISCRIMINATION.** Neither Party shall discriminate on any prohibited basis. Licensee shall comply with the Americans with Disabilities Act of 1990 ("ADA").
13. **GIFTS AND FAVORS.** Licensee shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including G.S. §14-234, G.S. §133-1, and G.S. §133-32.
14. **VERIFICATION OF WORK AUTHORIZATION.** Licensee, its agents, and contractors shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.
15. **NO PARTNERSHIP/JOINT VENTURE; NO THIRD-PARTY BENEFICIARIES.** Nothing herein shall constitute a partnership between or joint venture by the Parties

or constitute any Party the agent of the other. No Party shall hold itself out contrary to the terms of this subsection and no Party shall become liable by any representation, act, or omission of the other contrary to the provisions hereof. There are no third-party beneficiaries to this Agreement.

16. **GOVERNING LAW.** The Parties acknowledge Agreement is a "business contract" subject to the provisions of N.C.G.S. Chapter 1G and agree that Agreement and the rights and duties of the Parties shall be governed by the laws of the State of North Carolina, without regards to conflict of laws provisions. The Parties further agree that any dispute arising from Agreement shall be litigated in the courts of the State of North Carolina and any and all suits or actions related to Agreement shall be brought exclusively in Wake County, North Carolina. Service of process may be affected by delivery by any method permitted under the N.C. Rules of Civil Procedure on the office or individual specified in 'Notice' or on any officer of Licensee.
17. **PERFORMANCE OF GOVERNMENT FUNCTIONS.** Nothing contained in this Agreement shall be deemed or construed so as to restrict or inhibit the Town's police powers or regulatory authority.
18. **NO WAIVER OF SOVEREIGN OR QUALIFIED IMMUNITY.** Nothing in this Agreement shall be construed to mandate purchase of insurance by Town pursuant to N.C.G.S. 160A-485 or Licensee pursuant to N.C.G.S. 153A-435 to in any way waive Town or Licensee's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent or employee of Town or Licensee shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.
19. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, including clickthrough agreements, clickwrap agreements, clickwrap licenses, or similar non-reciprocal agreements (collectively, "clickthrough agreement"). This Agreement may be amended only by written amendment signed by both parties. Neither Party may amend, or seek to amend, this Agreement by clickthrough agreement.
20. **PRINCIPLES OF INTERPRETATION AND DEFINITIONS.** In this Agreement, unless the context requires otherwise: (1) "Town" shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises; "Licensee" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Agreement shall be validly assigned or sublet, shall include also Licensee's assignees or sublessees as to the Premises covered by such assignment or sublease. (2) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. (3) References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to Agreements and agreements shall be deemed

to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (4) References to a "Section" or "section" or paragraph shall mean a section or paragraph of this Agreement. (5) "Agreement" and "Agreement," whether or not capitalized, refer to this instrument. (6) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this Agreement. (7) "Duties" includes obligations. (8) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (9) The word "shall" is mandatory. (10) The word "day" means calendar day. (11) Normal business hours means Monday through Friday from 8:00a.m. until 5:00p.m. Eastern Standard Time.

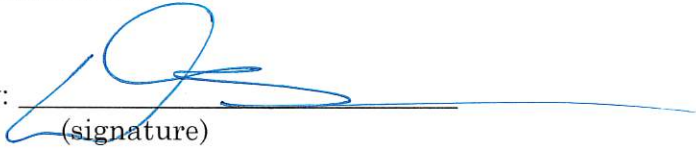
21. ELECTRONIC VERSION OF CONTRACT. Town may convert a signed original of this Agreement to an electronic record pursuant to a North Carolina Department of Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of this Agreement shall be deemed for all purposes to be an original signed Agreement.
22. ELECTRONIC SIGNATURES. Licensee acknowledges and agrees that the electronic signature application DocuSign may be used, at the sole election of Town, to execute this Agreement and any associated documents. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, Licensee consents to be legally bound by the terms and conditions of this Agreement and that such act constitutes Licensee's signature as if actually signed by Licensee in writing. Licensee also agrees that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. Licensee acknowledges and agrees that delivery of a copy of this Agreement or any other document contemplated hereby, through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.
23. SIGNATURE AUTHORITY. Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the Party for whom he or she signs and that his or her signature binds such Party.
24. EMERGENCIES. Notwithstanding anything else in this Agreement, while federal, state, or local state(s) of emergency are in effect, or when a public health emergency has been declared, Licensee shall comply with all guidance and recommendations of the Centers for Disease Control, the State of North Carolina, and Wake County, unless mutually agreed to by Town and Licensee.



25. RECITALS. The Recitals are incorporated into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed.

**LICENSEE:**

By:   
(signature)

Date: 7/8/2024

Name: Dan LaMontagne

Title: County Manager

**TOWN:**

By: \_\_\_\_\_  
(signature)


Date: \_\_\_\_\_

Name: Mike Cooper

Title: Town of Cary Fire Chief

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

\_\_\_\_\_  
Town of Cary Deputy Finance Officer

  
\_\_\_\_\_  
Chatham County Finance Officer