

STATE OF NORTH CAROLINA
COUNTY OF WAKE

FUNDING AGREEMENT
LARGE VEHICLE
COST SHARE MUNICIPAL FIRE DEPARTMENT

This Agreement entered into this the 21st day of May 2019, by and between the **County of Wake** (County) and the **Town of Zebulon** (Municipal Fire Department).

WITNESSETH

- 1 The County and the Municipal Fire Department maintain a continuing contractual relationship, through which the Municipal Fire Department provides fire protection to unincorporated areas of the County, and the County provides financial support to the Municipal Fire Department for those services; and
- 2 The County and the Municipal Fire Department desire to enter into an agreement to provide for County financial support of Municipal Fire Department's fire vehicle replacement program; and
- 3 This agreement is designed to provide for funding of a replacement vehicle consistent with the approved fire apparatus replacement plan to replace vehicle:

VIN number: 4P1CT02U8VA000342, identified by Municipal Fire Department as: Engine 91 1997 Pierce;

-replaced by-

VIN number: 4P1BAAFF3KA020447, identified by Municipal Fire Department as: Engine 91 2019 Pierce Enforcer Pumper (the "Vehicle")

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein the County and Municipal Fire Department agree as follows:

- 1) The Municipal Fire Department agrees to submit to the County a copy of the Vehicle order placed in accordance with the North Carolina State Government Purchase Contract, or ordered from another approved vendor at a cost less than that for the same identically equipped vehicle purchased from the North Carolina State Government Purchase Contract. Approval of purchase from a vendor other than the North Carolina State Government Purchase Contract vendor will be contingent upon Municipal Fire Department providing documentation of total vehicle cost.
- 2) The Municipal Fire Department agrees to pay for the Vehicle and secure title to the vehicle.
- 3) The County agrees to pay the Department \$233,677.44, which represents the County's contribution of 35.00 % of the total maximum amount approved (Principal and Interest) in the Capital replacement plan.

The County will make a total of 8 annual payments of \$29,209.68.

Additionally, the County will reimburse the same percentage of the cost to secure title & tag, and to cover the county's cost share of the radio installation.

Payment Schedule (Annual) is as follows:

<u>Payment No.</u>	<u>Date</u>	<u>Payment Amt.</u>	<u>Principal</u>	<u>Interest</u>	<u>Wake Co Amt (35%)</u>
1	6/1/19	\$83,456.23	\$83,456.23	0	\$29,209.68
2	9/15/19	\$83,456.23	\$67,055.97	\$16,400.26	\$29,209.68
3	9/15/20	\$83,456.23	\$69,184.99	\$14,271.24	\$29,209.68
4	9/15/21	\$83,456.23	\$71,381.62	\$12,074.61	\$29,209.68
5	9/15/22	\$83,456.23	\$73,647.98	\$9,808.25	\$29,209.68
6	9/15/23	\$83,456.23	\$75,986.31	\$7,469.92	\$29,209.68
7	9/15/24	\$83,456.23	\$78,398.87	\$5,057.36	\$29,209.68
8	9/15/25	\$83,456.23	\$80,888.04	\$2,568.19	\$29,209.68

- 4) The County's ownership interest in the Vehicle is limited to receiving revenues from disposal of the Vehicle after the Vehicle has reached the end of its useful service life in the same percentage as the County contributed towards the total purchase price. The Department agrees to notify County prior to disposition of Vehicle purchased under this agreement. If the Vehicle is sold at the end of its useful service life, the County will receive a percentage of the actual fair market sales price of the Vehicle equal to the percentage of purchase price provided to the Department. If the Vehicle is transferred to another department of the Department or otherwise disposed of without an arm's length sale, then the County will receive a percentage of the fair market value of the Vehicle determined, equal to the same percentage contributed by the County towards the total initial purchase of the Vehicle.
- 5) Department agrees to maintain the Vehicle purchased with funds through this agreement substantially pursuant to the manufacturer's service schedule; to maintain records of Vehicle's service, repair and maintenance, and further agrees to submit and make available service records upon request.
- 6) The Vehicle purchased with funds through this agreement will be warranted in accordance with the manufacturers' warranties, and repair and/or replacement of items not covered by the manufacturer's warranty shall be the Municipal Fire Department's responsibility.
- 7) The Municipal Fire Department shall keep in force and maintain during the term of this agreement the minimum insurance coverages detailed in Section 18 of the current Fire Protection Agreement, dated July 1, 2010, to which the Municipal Fire Department is a party.
- 8) The Municipal Fire Department shall indemnify and hold harmless Wake County as detailed in Section 18 of the current Fire Protection Agreement, dated July 1, 2010.
- 9) E-VERIFICATION - 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.
- 10) IRAN DIVESTMENT - By signing this agreement, Provider certifies that as of the date of execution of this Agreement 1) it does not appear on the Final Divestment List created by the North Carolina State Treasurer

pursuant to N.C.G.S. 143-6A-4 and published on the State Treasurer's website at www.nctreasurer.com/iran and 2) it will not utilize any subcontractor that appears on the Final Divestment List in the performance of duties under this Agreement.

Executed as of the day and year first above written.

Town of Zebulon
1003 N. Arendell Ave.
Zebulon, NC 27597

COUNTY OF WAKE
PO Box 550
Raleigh NC 27602

Mr. Bob Matheny, Mayor
Town of Zebulon

Jessica Holmes, Chair
Wake County Board of Commissioners

Nicholas Campasano, Director
Wake County Fire Services

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

Finance Director or designee

The person responsible for monitoring the contract performance requirements is the Wake County Fire Services Deputy Director / Chief of Operations.

Darrell Alford
Deputy Director / Chief of Operations

_____ Department Head Initials