LICENSE AGREEMENT

THIS LICENSE AGREEMENT (‘Agreement’), made and entered into this 19th day of July 2018, by and between the Town of Cary, a municipal corporation of the State of North Carolina ("Town"), and the Chatham County, a political subdivision of the State of North Carolina. ("Licensee").

WITNESSETH:

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

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 an Ambulance and the paramedics required to operate it ("Crew") to the Premises to provide emergency medical service to parts of northeastern Chatham County, the Town of Cary, and parts of Wake County.

2. TERM. The term of this Agreement shall be from July 1, 2018 through June 30, 2021. 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. In the event Licensee fails to comply with the terms of this Agreement or Cary Fire Department policies, guidelines, or directives (which shall have been provided to Licensee by Town) regarding use of Premises, Town may terminate this Agreement upon thirty (30) days written notice to Licensee. If this Agreement is terminated prior to the end of the Town’s fiscal year, Cary 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 Ambulance to provide emergency medical service to parts of northeastern Chatham County, the Town of Cary, and parts of Wake County. Included in this license is the right 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 of Cary, and parts of Wake County;
   b. Licensee shall provide and maintain an ambulance in Premises and provide the Crew required to operate it. At a minimum, the ambulance shall be crewed by at least one Crew member for twenty-four (24) hours;
c. Licensee, at its sole expense, shall install and maintain a workstation in the watch room of Premises. Licensee shall have the right to, at its sole expense, install a network line to serve the workstation;

d. Licensee, at its sole expense, shall have the right to install and maintain a telephone line on Premises. The line shall run to a telephone located in the watch room of Premises.

e. Licensee and Crew shall comply with Cary Fire Department policies, guidelines, and directives related to use of Premises. Licensee’s assigned supervisor shall report to the Premises Captain in regard to operational issues that may arise as a result of this license.

f. Licensee shall utilize the Plymovent Exhaust Removal System in Premises while entering and exiting the station with its ambulances.

g. Licensee shall share the operating expenses of Premises in approximate proportion to Licensee’s share of staffing at Premises. Licensee’s proportional share of staffing is determined by dividing the number of Licensee staff by the total number of persons at Premises. It is expected that the Licensee’s share will be approximately seven percent (7%) for Premises. Based on these percentages, and on past operating costs, Town has estimated and will charge Licensee $2791.62 per fiscal year for its share of operating costs at Premises beginning with fiscal year 2018. These amounts will be re-evaluated every 3 years, beginning with the payment for Fiscal Year 2021. Town shall notify Licensee of any increase in amount on or before March 1, 2020 and on March 1 every three years thereafter. For Fiscal Year 2018, Town shall invoice Licensee for its expense share beginning with the July utility bill and said invoice shall be paid by Licensee according to invoice due date.

INSURANCE. Licensee and Licensee’s permitted subcontractors shall purchase and maintain on a primary basis and at its sole expense during the term of this Contract 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. Unless otherwise specified on Attachment 1, minimum limits of insurance coverage are:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$1,000,000 per occurrence/ $2,000,000 aggregate</td>
</tr>
<tr>
<td>Commercial Automobile Liability</td>
<td>$1,000,000 CSL</td>
</tr>
<tr>
<td>Commercial Excess Liability / Umbrella Policy</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$500,000 each accident</td>
</tr>
</tbody>
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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 related to this agreement.

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

5. NON-ASSIGNMENT. This Agreement may not be assigned.

6. 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
R. Allan Cain
316 N. Academy St.
PO Box 8005
Cary, NC 27512-8005

LICENSEE: Chatham County
Renee Paschal, County Manager
PO Box 1809
Notice shall be effective upon the earlier of: (a) actual receipt; or (b) 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.

7. 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 this 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 a party to exercise any power given such party hereunder or to insist upon strict compliance by the other party of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of a party’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.

8. 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).

9. 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.

10. PUBLIC RECORDS. Each party acknowledges that that records in its custody are public records and subject to public records requests. A party may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by the other party, a party 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 and that are otherwise entitled to protection under N.C.G.S. 132-1.2(1).

11. NONDISCRIMINATION. Neither party shall engage in any unlawful discriminatory activity under this Agreement, and each party agrees to comply with the Americans with Disabilities Act of 1990 (“ADA”).

12. GIFTS AND FAVORS. Each party acknowledges it is aware of and will 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.

13. VERIFICATION OF WORK AUTHORIZATION. Each party, its agents, and contractors shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.

14. 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.
15. 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 pursuant to N.C.G.S. § 1G-3. 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 effected 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.

16. PERFORMANCE OF GOVERNMENT FUNCTIONS. Nothing contained in this Contract shall be deemed or construed so as to restrict or inhibit either party’s police powers or regulatory authority.

17. 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.

18. PRINCIPLES OF INTERPRETATION AND DEFINITIONS. In this Agreement, unless the context requires otherwise: (1) "Town" shall include the undersigned, its representatives, assigns and successors in title to the Premises; "Licensee" shall include the undersigned and its 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.

19. ELECTRONIC VERSION OF CONTRACT. Either party 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.

20. 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.

21. RECITALS. The Recitals are incorporated into this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

**LICENSEE**

Chatham County

By: [Signature]

Name: Renee Paschal

Title: County Manager

**TOWN**

By: [Signature]

Name: Michael J. Bajorek

Title: Deputy Town Manager

*PO N/A Amount & Revenue*