

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

**INTER-GOVERNMENTAL AGREEMENT BETWEEN
DURHAM COUNTY AND THE CITY OF DURHAM FOR
CONSOLIDATION OF FIRE SERVICES
IN THE DURHAM COUNTY FIRE SERVICE DISTRICT LOCATED IN
THE SOUTHERN PORTION OF DURHAM COUNTY**

THIS INTER-GOVERNMENTAL AGREEMENT is entered into by the **COUNTY OF DURHAM** a political subdivision of the State of North Carolina (County) and the **CITY OF DURHAM**, a municipal corporation organized and existing under the laws of the State of North Carolina (City), and together collectively the County and the City may be referred to as the “Parties.” This Agreement shall be effective on the 1st of July, 2018 (Effective Date).

Background. This Agreement is entered into pursuant to North Carolina General Statutes, Article 23, of Chapter 153A and Article 20, Part 1 of Chapter 160A. The Durham County Board of County Commissioners and the Durham City Council find that it is mandatory to protect the life and property of all citizens within the Parties’ respective jurisdictions by providing fire protection and first responder services in an efficient and effective manner.

It is the intent of the County and the City to enter into this Agreement to achieve and accomplish objectives including, but not limited, to the following:

- a) The development and implementation of a consolidated fire department that will provide the same or higher level of fire, rescue, and first responder services than currently being provided by Durham County Fire Rescue (DCFR) in the southern part of the County as previously provided by the separate City of Durham Fire Department (DFD) and DCFR departments;
- b) The utilization of necessary personnel, rolling stock, and facilities, including the construction of new facilities and the purchase of new fire-fighting apparatus, to meet the needs of serving the population in southern Durham County and to maintain or improve on Insurance Services Office (ISO) ratings in an effort to achieve the lowest insurance rates for residents and businesses in this area; and
- c) Provide a single operational plan and point of coordination, management and command in the delivery of fire, rescue, and first responder services to the residents in the southern section of the County and the City.

In September 2012, the County issued a Request for Proposals (RFP) for a “Fire District Consolidation Feasibility Study” (Study). The purpose of the Study was to determine if there were alternate methods to effectively organize and provide efficient fire protection services countywide. Further, the Study examined opportunities for cost efficiencies and provision of a consistent level of service throughout the County.

Based on the recommendations of the Study, staff research and discussions between County and City staff, a memorandum dated October 5, 2017 was written in which the City and County came to broad agreement on principles for Fire Services consolidation. On October 10, 2017, the Joint County/City Committee requested that a draft Interlocal Agreement for consolidation of fire and first responder services in the southern portion of Durham County be drafted for consideration by the County and the City.

THEREFORE, the Parties agree as follows:

ARTICLE 1 PURPOSE

The purpose of this Agreement is to set forth the responsibilities of the Parties with respect to the provision of fire, first responder and rescue services, and other fire protection related services, as expressly provided for in this Agreement (collectively, the Fire Services), by the DFD within the jurisdictional boundaries of the DCFR Fire Rescue Service Tax District. Beyond the specified Fire Services, this Agreement also describes, among other things, the Parties’ obligations with respect to personnel, rolling stock, property, fire stations lease, and financial commitments during the term of the Agreement. This Agreement is not intended to establish, and does not establish, a separate governmental entity for the performance of any function. By entering this Agreement, the City does not assume, and shall not be responsible for, any financial or other liabilities that may currently exist as of the Effective Date of this Agreement, whether known or unknown, with respect to DCFR.

ARTICLE 2 DEFINITIONS

For purposes of this Agreement the terms listed below shall have the following meaning:

Anniversary Date - The day of employment by the City of transferred DCFR employees, which shall be July 1, 2018.

Breach – Either party is not adhering to the Agreement. The Agreement is considered broken and the non-breaching party is entitled to either leave the Agreement in place and enforcing its terms, or to declare the Agreement terminated and seek remedies.

DCFR - Durham County Fire Rescue.

DCFR District – the Durham County Fire Rescue Service Tax District. The defined area within the County in which the County has levied an additional property tax in order to provide fire, first responder and rescue services. A service district is not a municipal corporation and has no independent authority. It is established and maintained by the County and is under the control of the County Board of Commissioners.

Default - An event of nonperformance by either party that the party has some time to correct according to procedures specified in the Agreement before the other party may terminate the Agreement for breach.

DFD – City of Durham Fire Department

Effective Date - The date the provisions of this Agreement shall take effect.

FICA - Federal Insurance Contribution Act is a United States federal payroll (or employment) tax imposed on both employees and employers to fund Social Security and Medicare.

First Responder Services – Basic and/or advanced emergency medical services provided by Emergency Medical Technicians (EMT).

Fire Services – Fire protection, first responder and rescue services, and other fire protection related services.

Insurance Services Office (ISO) - A source of information about property/casualty insurance risk. The ISO classification determines the price of fire insurance for homeowners and businesses, based on a 1 to 10 scale.

Lateral Transfer - The employment movement of a DCFR employee to DFD.

Leave Accruals - Vacation and sick leave earned by employees during the course of employment.

Rescue Services – Vehicle extrication, high angle, confined space, land search and rescue services provided by fire service personnel.

Rolling Stock - Wheeled vehicles used to provide Fire Services.

TR-1 Form – The TR-1 Report is used to determine the allocation of taxes collected by the North Carolina Department of Revenue that is distributed back to the County.

**ARTICLE 3
TERM AND TERMINATION**

3.1 Term: The term of this Agreement shall commence upon the Effective Date, and extend for an initial term of forty (40) years, ending at midnight, June 30, 2058. The Agreement shall renew for additional successive forty (40) year terms thereafter, unless terminated in writing by the Parties pursuant to the provisions of section 3.2.

3.2 Termination: This Agreement may be terminated by either Party giving written notice of termination at least two (2) years before the date of termination of the initial forty (40) year term, or of any successive 40 year term thereafter. The date of termination shall be June 30 of the relevant fiscal year.

Either party may terminate this Agreement for a material breach of the terms of this Agreement or default by the other Party, but not before the non-breaching or non-defaulting Party gives the other written notice of the material breach or default and an opportunity to cure the material breach or default. For purposes of this Agreement, breach and default are defined in Article 2.

3.3 Remedies:

(1) **Remedies Available to the County** – If the Agreement is terminated for material breach or default by the City, the County’s remedies shall include any or all of the following, as may be applicable at the time of termination:

(a) The City shall return to the County, at no cost, all fire trucks, equipment, and apparatus less than fifteen (15) years old on the date of termination that were purchased by the DCFR District.

(b) The City shall pay to the County an amount of cash determined and agreed to by the Parties to cover the expense of staff and facilities necessary to immediately reestablish fire protection, rescue and first responder services to the DCFR District.

(2) **Remedies Available to the City** – If the Agreement is terminated for material breach or default by the County, the County shall pay all funds due the City for providing Fire Services for two (2) years after the date of termination, to be paid annually over a two (2) year period. In addition, the trucks, equipment, apparatus, buildings and real property serving the DCFR District at the time of termination will be apportioned between the City and the County in a manner deemed equitable by the City Council and the Board of County Commissioners.

**ARTICLE 4
FIRE, RESCUE AND FIRST RESPONDER SERVICES**

The Parties agree that DFD will provide Fire Services within the jurisdictional boundaries of the DCFR District during the Term of this Agreement at a level and standard meeting or exceeding that existing on the Effective Date of this Agreement. At the Effective Date, DCFR’s ISO Rating is 3/9E and the requirement for turn-out time pursuant to the National Fire Protection

Association (NFPA) Standard 1710, Chapter 4 section 4.1.2.1 (2), is eighty (80) seconds for fire/rescue calls and sixty (60) seconds for first responder services in metropolitan departments, and pursuant to Chapter 4 Section 4.3.3, turn-out time is ninety (90) seconds for fire/rescue calls and sixty (60) seconds for first responder calls in a rural staffed department. The level of fire suppression service will be equivalent to that provided to City residents (Durham Service Level) and shall be substantially consistent with the Response Plan, attached to and incorporated herein as Appendix B-1, and the Travel Response Standards, attached to and incorporated herein as Appendix B-2. The Response Plan and Travel Response Standards may be amended from time-to-time, at the discretion of the Durham Fire Chief in consultation with Durham County's Fire Marshal. A copy of any amended Response Plan and Travel Response Standards will be sent to the County for review.

County shall not be liable for any claims, judgments, costs, damages, demands, liabilities, obligations, fines, penalties, settlements or expenses resulting from acts of negligence or intentional torts committed by DFD while performing the services under this Agreement.

ARTICLE 5
HUMAN RESOURCES
TRANSFER OF DCFR PERSONNEL FROM THE COUNTY TO THE CITY

5.1 Lateral Transfer: Up to fifty-three (53) DCFR personnel, who: (i) are currently employed full-time by the County, (ii) are medically cleared for employment with DFD, and (iii) pass the DFD-approved Physical Ability Test (PAT) prior to employment, and (iv) accept offers tendered by the City of Durham in accordance with the terms of this Agreement, shall become personnel of DFD and shall operate under the direction and control of DFD. Such personnel shall receive lateral transfers to DFD at their qualified rank within the DFD, however, that rank shall not exceed the rank of Fire Captain. DCFR medical screening and PAT will be accepted by DFD if it occurred within one (1) year prior to the effective date of transfer.

After obtaining written consent from the employee, the personnel file will be provided from the County to the City, and a review will be made by the City of the personnel file of each DCFR employee proposed for lateral transfer to confirm that the employee either meets the current minimum qualifications (certifications and education) of the position or rank into which he or she will transfer, or that the employee will be able to complete the minimum certifications by January 1, 2019, and educational requirements by January 1, 2021. At the discretion of the Durham Fire Chief, the educational timeline for individuals may be extended based on unforeseen circumstances. In addition, lateral appointments for Fire Captain must successfully complete a joint City/County assessment center comprised of a fire problem and a personnel problem, or the employee shall be reduced in rank to the next highest rank for which he or she qualifies. Lateral appointments for Fire Driver must successfully complete the Fire Driver Performance Readiness Examination, or be reduced in rank to Firefighter. All lateral appointments will ultimately be at the discretion of the Durham Fire Chief, in consultation with the County's Fire Marshal. Employees who transfer to DFD shall be governed by City policies after the date of transfer, except as specifically stated above. All references in this Agreement

to “City policies” shall mean City policies on the effective date of transfer, and as those policies may be revised from time-to-time during employment.

5.2 Pre-Employment Screening: All transferred County fire personnel will have a background check conducted, a physical if one has not been conducted within one (1) year prior to the effective date of transfer, and a drug test completed in accordance with City policy, and before starting in his or her new role with the DFD. Offers of employment will be contingent upon successful completion of a background check, a physical if required, and drug testing. If any negative indication is found on a background check, a physical or drug test, DFD will follow the City’s policies to resolve the issue, and the City may exercise its prerogative to rescind the job offer.

5.3 Personnel Records: Copies of all personnel records for the DCFR employees proposed for transfer will be provided to the City Department of Human Resources within thirty (30) days of the Effective Date. All copies of personnel records will be provided intact without deletions or omissions. The City will assume sole custodial responsibility for these records, and will maintain them in accordance with HRM-210-1.

5.4 Personnel Actions: The City will consider the conduct of DCFR employees prior to their transfer to DFD. Documentation of all personnel actions or disciplinary actions involving any DCFR employees proposed for transfer will be forwarded to and maintained by City of Durham Human Resources. Personnel actions identified in the documentation supplied by Section 5.4 that are over eighteen (18) months in the past from the Effective Date will not be the basis for personnel discipline by the City.

5.5 Anniversary Date: The employment anniversary dates for transferred DCFR employees for purposes of their employment with the City will be July 1, 2018, which will be the start date for the six (6)-month performance probationary period. The employee’s next merit review will take place at one year from transfer into the DFD.

5.6 Probationary Period: It is the policy of the City of Durham to assure that all new employees to the organization are assessed during the six (6) month new hire probationary period to determine their suitability for regular employee status. During the probationary period, issues relating to conduct and attendance can be considered cause for termination based on HRM-313. The HRM-313 policy is specifically modified for the initial DCFR transfer to DFD by agreeing that performance issues that occur during the probationary period will be remediated through a performance improvement plan and by an extension of the probationary period for an additional three (3) months. If at the end of nine (9) months the employee’s performance is still not considered satisfactory, the employee may be terminated.

5.7 Administration: All DCFR personnel transferred to City employment will be subject to City administrative policies and procedures as well as DFD internal policies and procedures as of the Effective Date of the Agreement.

5.8 Promotions: Promotional eligibility for DCFR employees transferred to DFD will be in accordance with DFD policies. DCFR personnel will be given up to two (2) years credit for time spent in their current positions when they transfer to DFD. This credit will be applied toward the time in grade requirement for promotion to the next rank in the DFD. Future time shall be calculated from the date of hire with DFD.

5.9 Assignments: Station assignment of DCFR employees transferred to DFD shall be at the discretion of the Durham Fire Chief or the Chief's designee. Personnel will be assigned in a manner which provides coverage to the DCFR Fire Service District by rural firefighting experienced personnel, transitional stability for DCFR personnel, and the equitable integration into the City's firefighting force as they become employees of DFD.

5.10 Compensation: DCFR personnel will be placed on a pay step within that DFD pay grade that is closest to, without being less than, their current salary.

5.11 DCFR Personnel to Gain City Employment and Retirement Benefits: DCFR employees transferred to DFD shall enjoy the same compensation, incentives, benefits and employment policies as all other City of Durham Fire Department employees. City firefighters do not pay FICA tax. Instead, firefighters may set up a deferred compensation plan, with the City contributing a 5% match when the employee contributes at least 5% of his or her salary.

5.12 Leave Accruals: DCFR employees transferred to DFD will retain all vacation and sick leave that has accrued up to the transfer date, and will commence accruals as of the transfer date based on the rate in the City's leave accrual policy for their years of service, including years with the County. See Appendices B-1 and B-2, attached to and incorporated herein. DFD shall provide two additional vacation slots per shift for the remainder of the 2018 calendar year specifically so that transferred DCFR employees may enter their existing vacation time, upon execution of this Agreement. After this one-time process has been completed, all employees will follow the DFD vacation request process.

5.13 Retirement Health Savings: DCFR employees transferred to DFD with a Durham County hire date of July 1, 2008 and after will be automatically enrolled into a Retirement Health Savings (RHS) Account. Employees must contribute 2% of salary per pay period into the RHS Account, up to an annual maximum of \$1,000. The City's contribution to this account is presently \$35.00 per pay period. Employees are eligible to collect the employer-contributed portion upon retirement, after the benefit has vested in accordance with City policy.

5.14 Retiree Health Insurance Plan: Eligibility to participate in the City's retiree insurance coverage will be based on the DCFR employee hire date honored by the County. Transferred DCFR employees with a hire date prior to July 1, 2008 will be included in the City's retiree insurance plan. The County agrees to pay the City \$100,000 per year for the first ten (10) years of the Agreement, for a total contribution of \$1,000,000 to assist in funding the retiree health insurance benefit for eligible transferred DCFR employees. This payment will not be included in years 11-40, or any subsequent extensions of this Agreement. In turn the City commits to

funding the remainder of the retiree health benefit for the eligible DCFR employees and will not seek any additional compensation from the County for this benefit. The \$100,000 annual payment will be added to the annual Agreement payment after the annexation and valuation updates have been completed (referenced in sections 7.1 and 7.2), and will be due to the City on or before the last payment date of the fiscal year.

5.15: New Non-Sworn Personnel: Under this Agreement, the County and City agree to the following funding approach for four (4) new non-sworn personnel and salary increase for three (3) DFD Division Chiefs:

1. Facility Maintenance Technician (1 FTE - 85% City/15% County cost share)
2. Fire Supply Officer (1 FTE - 85% City/15% County cost share)
3. Fire Equipment Mechanics (2 FTEs – 100% County)
4. DFD Division Chiefs (3 FTEs – 25% of salary increase for additional duties at County expense)

ARTICLE 6 TRAINING

6.1 Prior Training: Transferred DCFR personnel will be given full credit for all training and certification fully documented and successfully completed prior to the transfer date.

6.2 New Employee Training: DCFR employees transferred to DFD will be required to complete the City's New Employee Orientation, including the following training:

- Substance Abuse
- Ethics
- HIPAA
- Americans with Disability Act
- Anti-Harassment and Workplace Violence

6.3 Firefighter Training: Transferred DCFR employees at the rank of Firefighter will be assigned to a Field Training Officer and must complete the DFD Field Training program.

6.4 Driver/Relief Driver Training: Transferred DCFR employees at the rank of Driver or Relief Driver will be required to complete the DFD Relief Driver course.

6.5 Officer Training: Transferred DCFR employees at the rank of Fire Captain will be required to complete the DFD Officer Field-Training program.

ARTICLE 7
COST OF SERVICES AND PAYMENT

7.1 Annual Payment for Services: In order for the City to provide Fire Services in the DCFR District, the Parties agree to the annual payment schedule provided in Appendix A. It is the intent of the County to use the annual tax revenue collected from the District to fund the scheduled payments included in Appendix A, except as adjusted by Sections 7.2 and 7.3. Monthly payments in the amount of the District's net actual revenues from the previous month will be made to the City on or about the 20th of every month, and no later than the end of the month, starting August 20, 2018. Monthly payments will continue until the annual payment is paid in full by the end of each fiscal year.

Any tax revenue collected from the District not disbursed as part of the annual payment to the City shall remain in a County Fund Balance account and shall become the property of the County upon termination of this Agreement. Any funds remaining in the County Fund Balance Account may be used by the County to reestablish fire protection and first responder services in the District upon termination of this Agreement.

By January 31st of each year, the City shall provide the County with a written report documenting compliance with the service level requirements of this Agreement. The report shall include the current ISO rating, number of calls, missed or non-response calls, chute times and response times per National Fire Protection Association (NFPA) 1710 for those DFD stations covering the DCFR District. In addition, the City shall inform the County in writing of any material findings related to DFD or internal audit issues that have fiscal implications to the DCFR District within thirty (30) days of being identified. The compliance report and any audit related issues requiring notification to the County shall be provided to the County's Fire Marshal.

For all funds and services being provided under this Agreement, the County shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of this Agreement. Reviews may take place bi-annually at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, the City must make materials available within two (2) weeks of the request.

7.2 Annexation Adjustment: An annexation adjustment reducing the County's annual payment as stated in Appendix A shall take effect during the second year (FY19/20) of the Agreement and shall continue for the duration of the Agreement. All parcels annexed into the City for the previous calendar year that are subject to City taxation as of January 1, will be reported to the County Budget Department by January 31st of each year. The annual payment listed on Appendix A shall be reduced by the January 1 valuation of the previous calendar year's annexed parcels multiplied by the rate of the DCFR District tax (being solely the tax for Fire Services, and not including other property taxes) for that previous calendar year. The running totals for all annexations already reduced from a previous year's expenditure will be multiplied by the percentage change of overall real property valuation in Durham County (less any valuation attributed to parcels located in the Research Triangle Park) in the current calendar year as compared to the prior calendar years indicated on the annual TR-1 report. The County and the

City shall agree on the net recalculated payment determined by the annexation adjustment formula provided below before annual payments are provided to the City.

The following illustrates the annual calculations. Note the tax rate used is not the actual BOCC approved tax rate, and is used for EXAMPLE only. In case of conflict between the formula for payment to the City described above compared to the method of calculations shown below, the method of calculations below shall have priority. Appendix A shall control in priority, should there be ambiguity or conflict between its provisions and those in this section.

Year 1 Scheduled Payment (Appendix A) = \$4,048,679

Year 1 Net Recalculated Payment = \$4,048,679

Year 1 Annexations Valuation (A) = \$2,000,000

Year 1 DCFR Tax Rate (B) = \$0.14 / \$100 Valuation - **Note this is not an actual tax rate (illustrative purposes only)*

Year 1 District Annexation Revenue (C) = (A/100)*B = (\$2,000,000/\$100)*\$0.14 = \$2,800

Year 2 Scheduled Payment (Appendix A) (D) = \$4,022,264

Year 2 Net Recalculated Payment (E) = D-C = \$4,022,264 - \$2,800 = \$4,019,464

Year 2 Annexations Valuation (F) = \$500,000

Year 2 DCFR Tax Rate (G) = \$0.14/\$100 Valuation

Year 2 District Annexation Revenue (H) = (F/100)*G = (\$500,000/\$100)*\$0.14 = \$700

Year 2 Valuation Difference for Durham County excluding RTP (I) = 3.33%

Year 3 Valuation Growth of prior annexations (J) = ((C+H)*(1+I)) = (\$2,800)*(1+3.33%) = \$2,893

Year 3 Scheduled Payment (Appendix A) (K) = \$4,253,902

Year 3 Net Recalculated Payment (L) = K-(H+J) = \$4,253,902-(\$2,893 + 700) = \$4,250,309

After year ten (10) of the Agreement, Appendix A payments to the City for years eleven (11) and beyond shall be increased annually by the percentage change in the CPI-U for the Durham/Chapel Hill MSA as published by the Federal Bureau of Labor Statistics. If CPI-U has decreased, no change shall be applied to the annual payment. This CPI-U adjustment shall be applied prior to annexation recalculations, if any.

7.3 Maintenance of Resources: Both Parties acknowledge that it is difficult to forecast the cost of adequately providing fire and first responder services over the forty (40) year term anticipated by this Agreement. As a mechanism to respond to substantial changes in density or property specific to the DCFR District that may not be reasonably anticipated, the Parties agree to rely upon the accreditation evaluation provided by The Center for Public Safety Excellence at five (5) year intervals. The accreditation team will review the current level of service and will determine if deficiencies exist related to the provision of services in accordance with industry best practices. Should the accreditation team identify such deficiencies and if such deficiencies did not result from any reduction in services or employees serving the DCFR District, or if the deficiencies can be directly attributed to the remaining parcels in the DCFR District, the Parties agree to hire a consultant mutually agreeable to them to identify the costs of remediating the deficiencies, and the cost of the consultant shall be equally split between the Parties. If

deficiencies are identified that are directly attributed to the remaining parcels in the DCFR District, the cost of fixing the deficiencies will be added to the County's annual payment.

7.4 Chatham County Mutual Aid Agreement: Durham County currently is part of a mutual aid agreement with Chatham County, and hereby assigns all rights and responsibilities that it has under that agreement to the City of Durham, which accepts that assignment. The revenue generated by the Chatham County agreement and the cost of service of fulfilling the County's responsibilities under it have both been accounted for by the Parties in deriving the annual payment from the County to the City under this Agreement, with a fixed amount of \$350,000 per year subtracted from the amount due to the City per this Agreement. The City shall assume all responsibilities for fulfilling the mutual aid agreement with Chatham County, and shall be free to renegotiate it separately from this Agreement; however, this will not affect the annual reduction of \$350,000 incorporated into this Agreement's annual payment from the County to the City. The obligations and payment under the Chatham County mutual aid agreement and any other mutual aid agreements that the City undertakes do not impact the Annual Payments due to the City under this Agreement.

7.5 Future Purchases of Rolling Stock: The County agrees to pay replacement costs of the following rolling stock used in the DCFR District, as included in the Agreement financial model set forth in Appendix A:

- E-411, 2008 Sutphen 75' tower, HS4405
- DC803, 2007 Ford Expedition
- T-415, 1987 Sutphen Deluge HS2100 (to be replaced with a 3000 gallon tanker)
- E-421, Sutphen 1000 gallon Custom HS3772 (to be replaced by a County 3000 gallon tanker)
- NEW, Service Truck (50% cost share)
- T-83, 2005 Freightliner US Tanker, 3000 gallon Tanker
- T-82, 2006 Freightliner US Tanker, 3000 gallon Tanker
- Brush 83, 2004 Ford Brush Truck (remount on new chassis)
- Old B-100, 2009 Chevrolet Tahoe
- R-81, 2006 Spartan Heavy Rescue (50% cost share)
- DC802, 2007 Ford F150 Super Crew

ARTICLE 8

TRANSFER OF ASSETS, ROLLING STOCK, EQUIPMENT AND APPARATUS

8.1 Transfer and Convey: The County hereby agrees to transfer and convey ownership of all operationally necessary and pre-identified assets, rolling stock, equipment, and apparatus to the City in order for the City to provide fire protection services within the DCFR Fire District. Both parties agree that all assets, rolling stock, equipment, and apparatus shall be located so that they support training, fire protection and first responder services in the DCFR District.

Durham County shall deliver to the Durham Fire Chief: (a) duly executed bills of sale conveying unencumbered title to all rights in the rolling stock listed in Section 8.3 and equipment listed in **Appendix D** attached to and incorporated herein; and (b) with respect to vehicles, duly endorsed certificates of title transferring unencumbered vehicular title to the City.

8.2 Effective Date of Transfer and Convey: All assets, rolling stock, equipment, and apparatus shall be transferred and conveyed by the County to the City within thirty (30) days following the Effective Date of this Agreement.

8.3 Rolling Stock: The County hereby grants and conveys to the City all of its rights, title and interest, free of any encumbrances, in the rolling stock currently owned by the County as listed below. Other rolling stock owned by the County not identified below, including the equipment on that rolling stock, will remain the property of the County.:

- E-411, 2008 Sutphen 75' tower, HS4405 – Front line
- Apparatus ordered in FY18 (as part of a combined City/County spec)
 - One Sutphen Tanker on order in FY17 (November 2018 est. delivery)
 - Two Sutphen Engines (August 2018 est. delivery)
- Battalion 81, 2017 Dodge Durango
- DC803, 2007 Ford Expedition
- Brush 417, 1988 Chevrolet Brush Truck
- T-415, 1987 Sutphen Deluge HS2100
- E-421, Sutphen 1000 gallon Custom HS3772
- R-414, 1991 Sutphen Rescue HS2548
- T-83, 2005 Freightliner US Tanker, 3000 gallon Tanker
- T-82, 2006 Freightliner US Tanker, 3000 gallon Tanker
- Brush 83, 2004 Ford Brush Truck
- B-100, 2009 Chevrolet Tahoe
- E-83, 2002 Chevrolet E-One Engine
- E-81, 2002 Chevrolet E-One Reserve Engine
- R-81, 2006 Spartan Heavy Rescue
- E-83, 1993 Chevrolet E-One Quint 75' Stick
- A-83, 2001 Freightliner Mobile Air Support Truck
- DC802, 2007 Ford F150 Super Crew

8.4 Self-Contained Breathing Apparatus (SCBA): As part of this Agreement, the County shall reimburse the City for purchase of 24 SCBA units that will be used to replace the spare SCBA units required for initial consolidated Fire Services operations. The costs of the units have been included in the year 1 payments shown in Appendix A, and shall be a one-time cost to the County.

**ARTICLE 9
FIRE STATION FACILITIES**

9.1 Lease: The County shall lease to the City two existing fire stations located at 1409 Seaton Road, Durham, NC 27713 and 4716 Old Page Road, Durham, NC 27703. The form for the leases appears as **Appendix E-1** and **E-2**, attached to and incorporated herein, to be executed separately from this Agreement. There shall be a zero dollar lease to the City for its occupancy and use of these two stations, and the City agrees to provide the appropriate level of maintenance to the stations in consultation with the County during the lease period. The 4716 Old Page Road lease agreement shall provide that fuel at the station's fuel pumps will be provided and used exclusively by the County, and County emergency responders and staff shall have 24-hour access to the pumps.

9.2 Construction of Two Fire Stations: The City and the County shall share in the costs of constructing two new stations, both on City-owned land: Fire Station 18, located at 6911-6919 Herndon Road, will be constructed in 2020, and Fire Station 19 to be built in 2023, located in the vicinity of Davis Drive and NC Highway 54. The County will pay its share for the cost of the land as part of the cost-sharing specified below. The anticipated locations of stations 17, 18 and 19 are shown in Appendix F, incorporated herein. Both will be four-bay co-located stations, built to accommodate both DFD and Durham County Emergency Medical Services (DCEMS). Stations 18 and 19 will be similar in design to Fire Station 17, with adaptations as needed for site conditions and service level requirements. The City shall contract for and oversee construction of these stations.

The cost sharing model for the land and construction of Fire Stations 18 and 19 has been developed by identifying the total number of land parcels in each response district, and then determining the percentage of the parcels in the City and the percentage of parcels in the County served by the DCFR District. For the proposed Station 18 response district, 18% of parcels are served by the DCFR District and 82% are in the City. For the proposed Station 19 response district, 8% of parcels are served by the DCFR District and 92% are in the City. This cost sharing model does not preclude the City from changing either station's response district in the future based on operational needs. The funding model for Stations 18 and 19 includes co-location with Durham County Emergency Medical Services (EMS) at each station, with an additional cost to the County for housing EMS.

Total Station Project Cost Allocation

Co-location with EMS: Cost – 24%

Sub-total Fire Services cost to be shared by County and City – 76%

Station 18 cost share of the Fire Services 76% portion: 18% County / 82% City

Station 19 cost share of the Fire Services 76% portion: 8% County / 92% City

Upon completion of Stations 18 and 19, the City shall separately invoice the County for the County's project percentage. The County's contributions for Station 18 and 19 shall remain separate from the County's annual payments specified in Appendix A.

If the stations are not constructed, the County is not obligated to pay the County's contribution to the project. The County is not obligated to share in the cost of construction of new fire stations after construction of Fire Stations 18 and 19, notwithstanding Section 7.3.

If the City ever contemplates selling or vacating Station 18 or Station 19, the City shall first be required to negotiate in good faith with the County for the sale, lease, or exchange of the stations pursuant to G.S. 160A-274 before offering them to a third party.

ARTICLE 10 NOTICES

10.1 Notice Requirements: All notices required hereunder shall be deemed properly delivered when personally delivered to the Parties at the addresses listed below, or when sent via U.S. Mail, certified with return receipt requested, (notices being deemed given when so deposited in the U.S. Mail):

City of Durham
Attn: City Manager
101 City Hall Plaza
Durham, North Carolina 27701

Durham County
Attn: County Manager
200 East Main Street
Durham, North Carolina 27701

10.2 Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given and sent at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

ARTICLE 11 MISCELLANEOUS

11.1 Force Majeure: In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of the following: labor dispute, including strike and lockout; unavailability of essential materials, riot; epidemic; war, extreme weather events, fire; explosion; condemnation; accident; delays or default of the other party, then performance of such act shall be excused for the period of the delay, and thereafter the period for the performance of any such act shall be extended for a period equivalent to the

period of such delay. Both Parties must use commercially reasonable efforts to perform despite said events and commercially reasonable efforts to prevent or cure the effects of said event insofar as it prevents performance.

11.2 Cure Period: No default by either party shall result in a termination or limitation of any rights of such party unless and until the other party notifies the defaulting party in writing of said default, and the defaulting party fails to cure said default within sixty (60) days after the receipt of said written notice, provided, however, in the event of a non-monetary default which cannot, by its nature, be cured within such sixty (60) day period, if the defaulting party commences and diligently pursues a cure of such default promptly within the initial sixty (60) day cure period, then the other party shall not exercise its remedies or limit the rights of the defaulting party unless such non-monetary default remains uncured for more than one hundred and twenty (120) days after the initial delivery of the other party's original default notice.

11.3 Governing Law; Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to any construction arising from the application of conflicts or choice of law principles, and without regard to any construction arising by virtue of the negotiation or the persons who drafted this Agreement. The Parties consent to the exclusive jurisdiction of the Superior Court of Durham County, North Carolina or the United States District Court for the Middle District of North Carolina, or of both as applicable in the circumstance. The Parties irrevocably submit to such exclusive jurisdiction.

11.4 Representations and Warranties of the Parties: Each of the parties, and each person executing this Agreement on behalf thereof, represent and warrant, as applicable, that (1) such party or person has the full power and authority to enter into this Agreement and the agreements or instruments referred to herein, to execute them on behalf of the party indicated on the signature page thereof, and to perform the obligations hereunder and thereunder, (2) such party is acting on its own behalf and on behalf of its successors and assigns, (3) this Agreement and the other agreements referenced herein are the valid and binding obligations of such party, enforceable against it in accordance with their terms, (4) entering into this Agreement and the other agreements referenced herein does not conflict with any other agreements entered into by either party, and (5) the execution, delivery and performance of this Agreement and other agreements referenced herein has been duly and validly authorized by all necessary governmental action on its part. The County represents and warrants to the City that this Agreement and the cost sharing payments contemplated hereunder have been pre-audited to ensure compliance with the budgetary accounting requirements (if any) that apply thereto, and that the County and City shall use its best efforts to ensure that all necessary sums shall be fully appropriated and allocated, and made available to perform the terms and conditions of this Agreement.

11.5. Responsibilities of Parties: Neither party agrees to indemnify or hold harmless the other party in the performance of this Agreement. However, to the extent permitted by law, each party agrees to be responsible for its own acts or omissions and any and all claims,

liabilities, injuries, suits, and demands and expenditures of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees, subcontractors, or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. In the event that a claim is made against both Parties, it is the intent of both Parties to cooperate in the defense of said claim. However, either party shall have the right to take any and all actions they believes necessary to protect its interest, including, without limitation, the right to enforce the obligations of this Agreement against the other party and the right to recover damages caused by the other party arising out of the performance or nonperformance of this Agreement. This provision shall survive the termination of this Agreement. Notwithstanding the above, neither Party waives its governmental immunity, nor any other immunity granted by law, nor do both Parties reserve the same unto themselves.

The City of Durham is self-insured for all losses up to and including a retention amount of \$1,000,000. An excess liability policy for losses over \$1,000,000 includes a North Carolina Governmental Immunity Endorsement, confirming that the policy provides coverage only for occurrences, wrongful acts, employment practice liability wrongful acts, or employee benefit wrongful acts for which the defense of governmental immunity is clearly not applicable.

11.6 E-Verify: Both Parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if either party utilizes a subcontractor to provide services under this Agreement, they shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Either party shall verify, by affidavit, compliance of the terms of this section upon request by the other party.

11.7 Cooperation and Compliance: The Parties agree to cooperate with each other and provide all necessary documentation, certificates and consents and to take all necessary action in order to satisfy the terms and conditions hereof and applicable laws, regulations and agreements.

11.8 Counterparts: This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed original counterpart of this Agreement

11.9 Entire Agreement, Amendment; Construction: This Agreement, together with the Appendixes attached hereto, contains the entire Agreement between the Parties as to the subject matter referenced herein, and supersedes all prior agreements, understandings or undertakings (whether oral, written, electronic or otherwise) between the Parties with respect to the subject matter hereof. No amendment may be made to this Agreement except with the prior written consent of all Parties hereto. The section titles and headings herein are for convenience of reference only and do not define, modify or limit any of the terms and provisions hereof.

11.10 Authority: Both Parties hereby respectively confirm that the individuals executing this Agreement are authorized to execute this Agreement and to bind the respective entities to the terms contained herein. Both Parties confirm they have read this Agreement and, conferred with counsel, and fully understand its contents.

11.11 Dispute Resolution: To possibly prevent litigation, it is agreed by the Parties that any claim or dispute between them shall be submitted to the City or County Manager. Both parties agree that any unresolved dispute shall be mediated pursuant to the Rules of Mediation as used in the Superior Court of North Carolina. The Parties must agree on a Mediator. Mediation shall be held within forty-five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the Parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, Parties to the dispute shall act in good faith to maintain the services required under this Agreement. The costs of mediation shall be divided equally between parties. If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the Parties may seek resolution in the General Court of Justice in the County of Durham and the State of North Carolina.

[Deliberately left blank. Execution pages follow.]

IN WITNESS WHEREOF, the Parties, by their duly authorized signatories, hereby enter into this Agreement, effective as of the date first set forth above.

DURHAM COUNTY:

BY: _____
WENDELL M. DAVIS, COUNTY MANAGER

ATTEST:

TERRI LEA HUGIE, CLERK TO THE BOARD

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL BUDGET CONTROL ACT.

SUSAN TEZAI, DURHAM COUNTY CHIEF FINANCIAL OFFICER

NORTH CAROLINA

ACKNOWLEDGMENT OF COUNTY OF DURHAM

COUNTY of DURHAM

I, a Notary Public in and for the aforesaid County and State certify that _____ personally appeared before me this day, and acknowledged that he or she is the Clerk to the Board of Commissioners for the County of Durham, a N. C. political subdivision, and that by authority duly given and as the act of the County, the foregoing agreement with the City of Durham was duly signed in its corporate name by the County Manager, sealed with its corporate seal, and attested by its said Clerk. This the _____ day of _____, 20_____

Notary Public

My commission expires:

CITY OF DURHAM:

BY: _____
THOMAS J. BONFIELD, CITY MANAGER

ATTEST:

DIANA SCHREIBER, CITY CLERK

**THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY
THE LOCAL GOVERNMENT BUDGET AND FISCAL BUDGET CONTROL ACT.**

DAVID BOYD, CITY OF DURHAM, CHIEF FINANCIAL OFFICER

Appendix A Annual Payments

Fiscal Year	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Annual Payments										
Personnel	\$ 3,753,822	\$ 3,955,182	\$ 4,181,174	\$ 4,408,952	\$ 4,651,235	\$ 4,910,141	\$ 5,186,536	\$ 5,474,512	\$ 5,746,180	\$ 6,033,759
Operating	258,388	263,907	269,554	275,332	281,245	287,297	293,491	299,832	306,323	312,968
Capital	386,470	153,175	153,175	241,579	241,579	241,284	366,587	497,002	436,362	697,568
Chatham County Contract	(350,000)	(350,000)	(350,000)	(350,000)	(350,000)	(350,000)	(350,000)	(350,000)	(350,000)	(350,000)
Total Annual Payments	\$ 4,048,679	\$ 4,022,264	\$ 4,253,902	\$ 4,575,863	\$ 4,824,059	\$ 5,088,723	\$ 5,496,615	\$ 5,921,346	\$ 6,138,865	\$ 6,694,295

Amounts provided for personnel, operating, capital, and Chatham County contract are informational only.

Note: Pursuant section 5.14 the county shall make the following additional payment each year for years 2019-2028 that shall NOT be subject to the annexation adjustment described in section 7.2

Fiscal Year	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Retiree Health Insurance Plan	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000

**Appendix B - 1
Durham Service Level**

RESPONSE PLAN OVERVIEW

The DFD-established response plan allocates resources to any given geoproximity polygon (response zone) in the jurisdiction. The plan specifies a run order based on the type of call and the travel distance/time of responding unit(s). To allow for the possible unavailability of the first-arriving unit, the response plan indicates a run order which continues through all DFD resources and includes resources available from neighboring agencies based on mutual aid agreements. The computer-aided dispatch system (CAD) accesses the plan data and indicates which units are to be dispatched to any given incident.

When an incident occurs that will occupy any given unit, or any given group of units, for an inordinate amount of time, the battalion chief will devise a move-up plan as needed. This plan will be verbally communicated to the emergency communications center and the temporary change will override CAD recommendations until the battalion chief authorizes a return to normal CAD.

The table below provides a broad overview of call types and the response assignments they receive.

Call Types/Response Levels (Table)

Nature of Call	Response Code Level	Resources
Dumpster Fire/Trash/Rubbish	1	Single Engine
Vehicle Fire	3	Single Engine
Structure Fire (Residential)	3	3 E, 2 L, 1 Sq, 2 BC, Saf, MS, FD20
Structure Fire (High Risk/ Multi-residential)	3	5 E, 2 L, 1 Sq, 2 BC, Saf, MS, FD20
Structure Fire (High Rise)	3	5 E, 4 L, 3 Sq, 3 BC, Saf, MS, FD20
Fire Alarm	3/1	1 E/ 1 L and 1 BC
Fire Alarm (High Rise)	3/1	1 E/ 1 E, 1L, 1 BC, and 1 Sq
CO alarm	1	1 Designated CO unit
Fuel Spill <25 gallons	3	1 E
Fuel Spill >25 gallons	3	1 E, 1L, 1 Sq, 1 BC, Engine 3, Engine 13, Saf, MS, FD20

Odor of Gas Outside (Natural or LP)	1	1 E
Odor of gas inside residential/commercial, multi-residential	3	1 E, 1 L/ 1 E, 1 L, 1 Sq, 1 BC, Engine 3, Engine 13, Saf, MS, FD20
Technical Rescue	3	1 E, 1 L, 1 Sq, 1BC, Ladder 2 and Engine 16, Saf, MS, FD20
Rescue (elevator)	1	1 E, 1 L
Rescue (vehicle)	3	1 E, 1 EX, 1 Sq, 1BC, Saf, MS, FD20
Rescue (Swift water)	3	1 E, 1 L, 1 Sq, 1BC, Ladder 2 and Engine 16, Engine 15, Saf, MS, FD20
EMS (excl. lift assist)	3	1 E, or 1 L, or 1 Sq
Hazmat Response	3	1 E, 1L, 1 Sq, 1 BC, Engine 3, Engine 13, Saf, MS, FD20
Bomb threat confirmed	1	1 E, 1 L, 1 Sq, 1 BC, Engine 3, Engine 13, Saf, MS, FD20
Brush Fire/Grass	3	1 E
Plane Crash	3	1 E, 1 L, 1Sq, E3, E 13, 1 BC, Saf, MS, FD20
Train Crash	3	1 E, 1 L, 1 Sq, 1 BC, Saf, MS, FD20
Multi Passenger Vehicle	3	2 E, 1 EX, 1 Sq, 1 BC, Saf, FD20
Water Rescue 1 (Swimming Pool)	3	1 E
Water Rescue 2	3	1 E, 1 L, 1 Sq, Engine 16 and Ladder 2, Engine 15, 1 BC, Saf, MS, FD20
Automatic Aid Given (Fire)	3	2 E or 1E, 1 L, 1 BC, Saf, MS, FD20
Automatic Aid Rec'd (Fire)	3	1 E or 1 L staffed with a minimum of 3 certified firefighters with training specific to their seat position

Appendix B-2 Travel Response Standards

Structure Fire Benchmark Service Level Objectives, Response Times

For each of the response time standards specified below, the intention is to have response meet or exceed these times.

For 90 percent of all moderate risk structure fires, the total response time for the arrival of the first-arriving unit, staffed with 3 firefighters, shall be 6 minutes and 30 seconds in metro-urban areas and 7 minutes and 30 seconds in suburban areas. The first-arriving unit shall be capable of: establishing command; providing a verbal size-up of the situation to all incoming units; placing an initial attack line in-service, at a minimum of 125 gallons per minute; preparing, when appropriate and possible, an entry point to be utilized for the initial fire attack; and providing for, when appropriate and possible, ventilation to assist with fire suppression and or rescue efforts.

For 90 percent of all moderate risk structure fires, the total response time for the arrival of the effective response force (ERF), staffed with 16 firefighters and officers, shall be 10 minutes and 30 seconds in metro-urban areas and 12 minutes and 30 seconds in suburban areas. The ERF shall be capable of: establishing a water supply at a rate of no less than 1,000 GPM without interruption; placing initial attack lines in service with at least 250 GPM; providing a ventilation team; providing a search and rescue team; establishing command outside of the hazard area with a dedicated position; providing a rapid entry team consisting of a minimum of 2 firefighters; providing an additional operational team available to be dedicated to stream application, or ventilation, or search and rescue, as needed by incident; providing an additional ventilation team; and providing an additional search and rescue team.

For 90 percent of all high-risk structure fires, the total response time for the arrival of the effective response force (ERF), staffed with 21 firefighters and officers, shall be 11 minutes and 30 seconds in metro-urban areas and 13 minutes and 30 seconds in suburban areas. The ERF shall be capable of: establishing a water supply at a rate of no less than 1,000 GPM without interruption; placing initial attack lines in service with at least 250 GPM; providing a ventilation team(s); providing a search and rescue team(s); establishing command outside of the hazard area with a dedicated position; providing a rapid entry team consisting of a minimum of 2 firefighters; providing an additional operational team available to be dedicated to stream application, or ventilation, or search and rescue, as needed by incident; providing an additional ventilation team; and providing an additional search and rescue team.

Emergency Medical Response Benchmark Service Level Objectives

For 90 percent of all EMS incidents, the total response time for the arrival of the first-arriving unit, staffed with at least 2 firefighters, shall be 6 minutes and 30 seconds in metro-urban areas and 7 minutes and 30 seconds in suburban areas. The first-arriving unit shall be capable of:

completing a patient assessment; providing basic airway management; checking for vital signs; initiating the appropriate protocol; performing cardio-pulmonary resuscitation; providing defibrillation; providing hemorrhage control; providing wound care and management; performing cervical spine management and spinal immobilization; performing advance life support interventions, if certified (IV, medications); providing ongoing patient assessment and management; completing patient information turnover to transport personnel; contacting incoming transport unit, as needed; and completing required documentation.

The department relies upon Durham County Emergency Medical Services (DCEMS), a third-party provider, to complete the effective response force component of its emergency medical services program. The initial arriving fire department company shall provide the services specified above until DCEMS arrives on scene. If the DCEMS unit arrives on scene first, its personnel will initiate care and the staff from the initial fire department company will provide support as needed.

Technical Rescue Benchmark Service Level Objectives

For 90 percent of all technical rescue incidents, the total response time for the arrival of the first-arriving unit, staffed with 3 firefighters, shall be 7 minutes and 30 seconds in all areas. The first-arriving unit shall be capable of: identifying the extent of the emergency and assessing rescue needs; selecting and requesting the appropriate additional resources; and initiating incident stabilization.

For 90 percent of all technical rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 18 firefighters and officers for both Levels I and II incidents and 48 firefighters and officers for Level III incidents shall be 20 and 90 minutes, respectively. The ERF shall be capable of: executing vehicle extrication, rope rescue, swift water rescue, trench rescue, confined space rescue, and/or urban catastrophe emergencies in accordance with the skills, procedures and guidelines indicated by the North Carolina Fire and Rescue Commission 'Technical Rescuer' designation and/or for a FEMA Equivalent Type 1 USAR team.

Hazardous Materials Benchmark Service Level Objectives

For 90 percent of all hazardous materials incidents, the total response time for the arrival of the first-arriving unit, staffed with 3 firefighters, shall be 7 minutes and 30 seconds in all areas. The first-arriving unit shall be capable of: identifying the extent of the emergency and assessing mitigation needs; selecting and requesting the appropriate additional resources; and initiating incident stabilization.

For 90 percent of all hazardous materials incidents, the total response time for the arrival of the effective response force (ERF), staffed with 16 firefighters and officers for both Levels I and II incidents and 28 firefighters and officers for Level III incidents, shall be 20 minutes and 1hour

respectively. The ERF shall be capable of: defining and securing hot, warm and cold zones, based on the appropriate identification of released substances; providing for responder decontamination; and performing in accordance with the skills, procedures and guidelines of NFPA 472: Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents - operations level responder designation.

**APPENDIX C-1
City of Durham Vacation and Sick Leave Accruals Upon Effective Date**

City of Durham Vacation Leave Accrual

Vacation leave is based on length of service with the City and is earned biweekly. It is a paid leave, used with supervisory approval. Non-sworn employees can carry over a maximum of 240 hours of vacation accrual between calendar years, and fire employees can carry over a maximum of 360 hours. All of the benefits stated herein are subject to change from time-to-time at the discretion of the City Council, and without requiring amendment of this Agreement.

Length of Service	37.5 hour a week employees	40 hour a week employees.	Law Enforcement	Fire Department
0 – 3 rd year	3.692 hours	3.938 hours	3.692 hours	5.538 hours
4 th - 9 th year	4.615 hours	4.923 hours	4.615 hours	6.923 hours
10 th -15 th year	5.538 hours	5.908 hours	5.538 hours	8.308 hours
16 th - 20 th year	6.461 hours	6.892 hours	6.461 hours	9.692 hours
21st+ years	7.384 hours	7.877 hours	7.384 hours	11.077 hours

City of Durham Sick Leave Accruals

Sick leave accruals may be carried over from year-to-year without limit.

Weekly	Sick Leave Accruals Biweekly
37.5 per week	3.3692
40 per week	3.938
Fire Department	5.539

APPENDIX C-2
Leave Types

The following leave types are provided by the City of Durham in accordance with its policies, which are subject to change from time-to-time at the discretion of the City Council, and without requiring amendment of this Agreement:

Leave Type	City of Durham
Administrative Leave	X
Annual Leave	X
Civil Leave	X
Compensatory Leave	X
FMLA	X
Funeral Leave	X
Holiday Leave	X
Leave Without Pay (LWOP)	X
Management Leave	X
Military Leave	X
Sick Leave	X
Volunteer Service Leave	X
Paid Temporary Disability (bi-annual benefit)	X

Appendix D - Personal Property Inventories

I. DCFR Station Inventory.

All items denoted "DFD Keep" become property of the City upon the Effective Date.

Location	Sub-Location	Qty	DFD Keep	Description
Station 82	E022 Hall	2	X	treadmills
Station 82	E022 Hall Misc			dumbbells and rack
Station 82	E022 Hall	1	X	weight bench
Station 82	E022 Hall	1	X	white, wooden cabinet-pressbc melamine laminate
Station 82	E022 Hall	1	X	24 inch Television/monitor/wal bracket
Station 82	E022 Hall	1		dvd player and wall bracket
Station 82	E022 Hall	1		bookshelf stereo system with speakers
Station 82	E022 Hall	1	X	Dartboard with case
Station 82	E022 Hall	1		hanging punching bag
Station 82	E022 Hall	1	X	Smith Machine (4 station)
Station 82	E022 Hall	1	X	Dip-rack
Station 82	E022 Hall	1	X	Curl bar
Station 82	E022 Hall	Misc	X	Freeweights
Station 82	E020 Lockers	10	X	Metal lockers (grey)
Station 82	E020 Lockers	8	X	Metal lockers (grey)
Station 82	E020 Lockers	1	X	Tall metal locker (grey)
Station 82	E024 Laundry	1	X	Cleaning cart (blue/yellow)
Station 82	E024 Laundry	Misc	X	Cleaning supplies on floor
Station 82	E024 Laundry	1	X	Wooden shelving (white) with r cleaning supplies
Station 82	E024 Laundry	1	X	Samsung washer (front-loader) white
Station 82	E024 Laundry	1	X	Samsung dryer (front-loader) w
Station 82	E024 Laundry	6	X	Metal lockers (grey)
Station 82	E019 Showers	Misc	X	Bathroom fixtures/sinks/showers/toilets
Station 82	E014 Kitchen	1	X	Stainless Steel refrigerator (side side) with ice/water dispenser
Station 82	E014 Kitchen	Misc	X	pots and pans in storage cabine
Station 82	E014 Kitchen	Misc	X	Cooking supplies/paper plates/
Station 82	E014 Kitchen	1	X	Bunn coffee maker (stainless)
Station 82	E014 Kitchen	1	X	Microwave

II. Inventory of Fire Hose
becoming property of DFD upon Effective Date.

	1"	1.5"	1.75'	2"	2.5"	3"	5"
Station 81							
Ladder 81			500		450		875
Engine 81			800		750	800	550
Rack			150	50	50		225
Station 82							
Engine 82	100		550		800		850
Tanker 82			500			650	
Brush 82	400		100		200		
Rescue 82			200		50		
Rack			450		400		300
Station 83							
Engine 83			600	20 0	550	125 0	850
Reserve 83			600	25 0	400	126 0	
Tanker 83	100		400			900	
Brush 83	800		150			100	
Back Garage	400		200			450	800
Rack	200		1200	10 0	150	700	25
Station 84							
Engine 84			650		115 0		800
Tanker 84			550		950		800
Rack		100	150				300
Station 85							
Tanker 85			550		600	50	875
Engine 85			450			300	
Rack			450			300	200
Totals	2000	100	9200	60 0	650 0	676 0	745 0
Total hose	32,610						
Total that needs to be tested			16,300				

III. Tool Inventory

becoming property of DFD upon Effective Date.

Asset Control Tag	Equipment Type	Equipment Brand	Equipment Model	Year Purchased	Serial	Equipment Location	Notes	Air Filter	Spark Plug	Pre Filter	Blade
001021	Limb Saw	Sihl	026	2017	N/A	Bush 82					
001004	Backhoe Blower	Sihl	BR600		513211395	Bush 83					
001044	Limb Saw	Sihl	026			Bush 83		1121201632	NGK-R, BPRM-R7A	N/A	New Chain
001035	Gas PVP Fan	Tempest	TOB 214	Unknown	0391-3351	Engine 81					
001019	Limb Saw	Husqvarna	460/Bancher	2015	2015 49090928	Engine 82					
001006	Gas PVP Fan	Sihl	TS420	2017	182821681	Engine 82					
001025	Gas PVP Fan	Tempest	MS461 Rescue	Unknown		Engine 82					
001002	Ventilation Saw	Sihl	MS461 Rescue	2017	183117823	Engine 82					
001015	Ventilation Saw	Cutters Edge	CE-2171-85	Unknown		Engine 82 (Actual)	Leak Fuel				
001022	Gas PVP Fan	Tempest	MS461 Rescue	Unknown		Engine 83					
001010	Limb Saw	Husqvarna	460/Bancher	2014		Engine 83					
001046	Gas PVP Fan	Sihl	TS420	2018	183029932	Engine 83					
001045	Ventilation Saw	Sihl	MS461 Rescue	2018	183701707	Engine 83					
001027	Gas PVP Fan	Tempest	MS461 Rescue	2018		Engine 84					
001007	Limb Saw	Husqvarna	460/Bancher	2008	08 08290085	Engine 84	Air Filter				
001007	Rotary Saw 14"	Sihl	TS420	2017		Engine 84					
001003	Ventilation Saw	Sihl	MS461 Rescue	2017	183029776	Engine 84					
001023	Electric PVP Fan	Tempest	MS 8	Unknown	183117796	Engine 84					
001008	Rotary Saw 14"	Husqvarna	K970	2017	2017 0200270	Ladder 81					
001009	Rotary Saw 14"	Husqvarna	K970	2017	2016 4900293	Ladder 81					
001013	Ventilation Saw	Sihl	MS460 Rescue	Unknown		Ladder 81					
001014	Handheld Blower	Echo	6V	Unknown		Ladder 81					
001016	Ventilation Saw	Tempest (Husqva)	T1372XP	Unknown		Rescue 81					
001024	Rotary Saw 14"	Husqvarna	K970	2015	2015 0600311	Rescue 82					
001043	Electric Tool Pump	Hurst	Single Tool	Unknown		Reserve E1					
001041	Gas PVP Fan	Tempest	21"	Unknown		Reserve E1					
001042	Gas Tool Pump	Hurst	Single Tool	Unknown		Reserve E1					
001020	Limb Saw	Husqvarna		Unknown		Storage					
001029	Limb Saw	Echo	302S	Unknown		Storage					
001012	Rotary Saw 12"	Partner	K650 Active 2	Unknown		Storage					
001030	Rotary Saw 12"	Partner	K650 Active 2	Unknown		Storage					
001031	Rotary Saw 12"	Partner	K650 Active 2	1997	7440104	Storage					
001032	Rotary Saw 12"	Partner	K650 Active 2	Unknown		Storage					
Rec 10431	Rotary Saw 14"	Husqvarna	K970	2010	2010 3100225	Storage					
Rec 10431	Rotary Saw 14"	Husqvarna	K970	2010	2010 3100213	Storage					
Rec 10431	Rotary Saw 14"	Husqvarna	K970	2007	07 1700071	Storage					
Rec 10431	Rotary Saw 14"	Husqvarna	K970	2007	07 1200008	Storage					
Rec 10431	Rotary Saw 14"	Husqvarna	K970	2007	07 1200008	Storage					
001025	Ventilation Saw	Tempest (Husqva)	TV372XP	Unknown		Storage					
001033	Gas PVP Fan	Tempest	TGB 184	Unknown	0792-4852	Storage Shed	Throttle switch broken, won't run				
001034	Gas PVP Fan	Tempest	TGB 214	Unknown	0793-6219	Storage Shed	Fuel Leak @ tank/fine, can't test				
001037	Limb Saw	Husqvarna	359	Unknown		Tanker 85					
001036	Rotary Saw 12"	Partner	K620 Active 2	Unknown	01 4300377	Tanker 85					
001001	Ventilation Saw	Sihl	MS461 Rescue	2017	183117807	Stolen 01/2018					
001005	Rotary Saw 14"	Sihl	TS420	2017	183001691	Stolen 01/2018					

IV. Toughbook Inventory becoming property of DFD upon Effective Date.

Toughbook name	Model #	Location	Serial #	Terminal ID	Operating System	Processor	Memory	Touch Screen	Hard Drive	Data Connectivity	M/F Device ID	SIM #	IMEI	MDN	IP address	Station	Computer Type	Terminal ID
CF-311	CF-3114632CM	Tanker 85	7FKSA46109	8308	Windows 10	Intel i2400@1.66GHz	2.5GB	Yes	128 GB	External - AC/91L	CF-301A	891480000274196564	359071060692124	9198861055	166.148.157.145	Station 82	Desktop	8302
CF-312	CF-3114632CM	Ladder 81	7GKSA5520	8304	Windows 10	Core Duo i2400 @ 1.66GHz	2.5GB	Yes	128GB	External - AC/91L	CF-302A	8914800002274198669	359071060691746	9198860923	166.148.157.144	Station 83	Desktop	8206
CF-313	CF-3114632CM	Engine 82	76KSA56744	8303	Windows 10		2.5GB	Yes	128GB	External - AC/91L	CF-303A	891480000274195509	359071060692611	9198860231	166.148.157.141			
CF-314	CF-3114632CM	Engine 83	8AKYAO643	8205	Windows 10		4GB	Yes	128GB	External - AC/91L	CF-304A	8914800002274196085	359071060691951	9198860129	166.141.47.51		pwd	
CF-315	CF-3114632CM	Engine 84	7FKSA4599	8300	Windows 10		2.5GB	Yes	128 GB									
CF-316	CF-3114632CM	DC800	8KKYB02011	TRANSFERRED	Windows 7		4GB	Yes	128GB								* Bad LCD Backlight	pwd
CF-317	CF-3114632CM	Battalion 81	7GKSA56738	8301	Windows 10	Core Duo i2400 @ 1.66GHz	3GB	No	128GB									
CF-291	CF-295WK6ZBM		5AKSA89488	TRANSFERRED	Windows XP Pro		1.5GB	Yes	40GB	External - AC/91L	CF-291A	8914800002274196331	359071060692884	9198860674	166.148.157.143			
CF-301	CF-30CTQEZBM																	
CF-302	CF-30CTQEZBM																	
CF-303	CF-30CTQEZBM																	
CF-304	CF-30FTSIDAM																	
CF-305	CF-30CTQEZBM																	
CF-306	CF-30FTSIDAM																	
CF-307	CF-30CTQEZBM																	
CF-295	CF-295WK6ZBM																	

V. Radio Distribution for Durham County Fire Rescue

800 Mhz and VHF Radio Inventory

Updated: 8/2/2017

= Radio Awaiting Replacement

*Negative numbers in Radios to be Assigned indicate radios not yet received.

Radio	Assigned	Total Radios Available	Radios to be Assigned
APX 6000XE Radios:	36	34	-2
XTS-2500 Radios:	12	12	0
XTS-2500-1 Radios:	2	2	0
XTS-5000 Radios:	29	31	0
XTL-2500 Radios:	24	24	0
XTL-5000 Radios:	1	1	0
APX Mobile Radios:	3	0	-3
XTL-5000 Console:	5	5	0
Total 800Mhz Radios:	112		

Inventory Number	Location	Frequency	Radio Series	Radio Type	Radio Model	Serial Number	Radio Shop Alias	Analog VIPER	Digital VIPER	P25 VIPER	Narrowband Capable	Narrowbanded
640600	800B	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1650	DC800B	227676	703930	640600	-	-
640601	801A	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1651	DC801A	227091	703927	640601	-	-
640602	801B	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1652	DC801B	227069	703951	640602	-	-
640603	800A	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1653	DC800A	227026	703929	640603	-	-
640604	Batt. 81 Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1654	B81Duty	227028	703926	640604	-	-
640605	North Chatham Fire	800MHz	XTS-2500	III	H46UCH9PW7BN	205CDY2984	NCFD 1	738639	maybe digital	640605	-	-
640606	North Chatham Fire	800MHz	XTS-2500	III	H46UCH9PW7BN	205CHV0825	NCFD 2	715950	maybe digital	640606	-	-
640607	North Chatham Fire	800MHz	XTS-2500	III	H46UCH9PW7BN	205CHV0826	NCFD 3	726126	analog	640607	-	-
640608	North Chatham Fire	800MHz	XTS-2500	III	H46UCH9PW7BN	205CHV0827	NCFD 4	726125	analog	640608	-	-
640609	North Chatham Fire	800MHz	XTS-2500	III	H46UCH9PW7BN	205CJ1892	NCFD 5	727034	analog	640609	-	-
640610	SPARE	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1655	640611	227539	703931	640610	-	-
640611	SPARE	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1656	640612	227572	703932	640611	-	-
640612	SPARE	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1657	640613	227835	703924	640612	-	-
640613	SPARE	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1658	640614	727046	analog	640613	-	-
640614	SPARE	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1659	181A	227834	703922	640614	-	-
640615	L81 Officer Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1660	181B	227834	703914	640615	-	-
640616	L81 Driver Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1661	640617	227830	703917	640616	-	-
640617	Broken	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1662	181D	727047	analog	640617	-	-
640618	L81 FF2 Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN					640618	-	-
640619										640619	-	-
640620										640620	-	-
640621	E82 Officer Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1663	E82A	227048	703928	640621	-	-
640622	E82 Driver Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1664	E82B	227829	703918	640622	-	-
640623	BROKEN	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1665	640623	227827	703920	640623	-	-
640624	E82 FF2 Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1666	E82D	727041	analog	640624	-	-
640625	T82 Driver Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1667	T82A	227027	703925	640625	-	-
640626	T82 FF Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1668	T82B	227834	703921	640626	-	-
640627	SPARE - BOX	800MHz	APX-6000XE	III	H98UCH9PW7BW	481CTM3168	640627	727085	analog	640627	-	-
640628	SPARE	800MHz	XTS-2500-1	III	H46UCH9PW7BN	205CHT0441	640628	727052	analog	640628	-	-
640629										640629	-	-
640630										640630	-	-
640631	E83 Officer Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1669	E83A	227038	703948	640631	-	-
640632	E83 Driver Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1670	E83B	227032	703949	640632	-	-
640633	E83 FF1 Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1671	E83C	227043	703950	640633	-	-
640634	E83 FF2 Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1672	E83D	727035	analog	640634	-	-
640635	T83 Driver Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1673	T83A	227837	703915	640635	-	-
640636	T83 FF Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	205CHT0437	T83B	726124	analog	640636	-	-
640637	SPARE	800MHz	XTS-2500-1	III	H46UCH9PW7BN	756CPX1674	640637	726127	analog	640637	-	-
640638	SPARE - BOX	800MHz	APX-6000	III	H98UCH9PW7BW	481CTM3169	640638	727049	analog	640638	-	-
640639	SPARE - BOX	800MHz	APX-6000	III	H98UCH9PW7BW	481CTM3170	640639	738640	maybe digital	640639	-	-
640640										640640	-	-

640641	E84 Officer Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1675	E84A	227836	703916	640641	-	-
640642	E84 Driver Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1676	E84B	227828	703923	640642	-	-
640643	E84 FF1 Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1677	E84C	715952	maybe digital	640643	-	-
640644	E84 FF2 Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1678	E84D	727037	analog	640644	-	-
640645	SPARE - BOX	800MHz	APX-6000	III	H89UCH9PW7BW	481CTM13171	640645	727039	analog	640645	-	-
640646	SPARE - BOX	800MHz	APX-6000	III	H89UCH9PW7BW	481CTM13172	640646	727036	analog	640646	-	-
640647	North Chatham Fire	800MHz	XTLS-2500	III	H46UCH9PW7AN	205CDY2941	NCFD 6	727045	analog	640647	-	-
640648										640648	-	-
640649										640649	-	-
640650										640650	-	-
640651	E85 Officer Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1679	E85A	715951	maybe digital	640651	-	-
640652	E85 Driver Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1680	E85B	727050	analog	640652	-	-
640653	Spare	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1681	640653	727054	analog	640653	-	-
640654	Engine 82 FF1	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1682	E82C	727057	analog	640654	-	-
640655	Ladder 81 C	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1683	L81C	727040	analog	640655	-	-
640656								727053	analog	640656	-	-
640657								727029	analog	640657	-	-
640658										640658	-	-
640659										640659	-	-
640660	DC802 Mobile	800MHz	XTL-2500	RMHD	M21URM9PW1AN	514CHB0700	DC802Mob	738641	maybe digital	640660	-	-
640661	DC803 Mobile	800MHz	XTL-2500	RMHD	M21URM9PW1AN	514CHM4751	DC803Mob	226196	703954	640661	-	-
640662	Batt. 81 (Big Red) Mobile	800MHz	XTL-5000	(2) RMHDS	M20URSSPW1AN	500CKM1268	B81MOB	227065	703964	640662	-	-
640663	E-81 Mobile	800MHz	XTL-2500	-	M21URM9PW1AN	514CKM0771	E81MOB	227062	703959	640663	-	-
640664	E-83 Mobile	800MHz	XTL-2500	-	M21URM9PW1AN	514CKM0772	E83MOB	227064	703960	640664	-	-
640665	R-81 Mobile	800MHz	XTL-2500	-	M21URM9PW1AN	514CKX0011	R81MOB	227067	703971	640665	-	-
640666	T-83 Mobile	800MHz	XTL-2500	-	M21URM9PW1AN	514CKM0774	T83MOB	227073	703961	640666	-	-
640667	Br-83 Mobile	800MHz	XTL-2500	-	M21URM9PW1AN	514CKM0776	BR83MOB	227066	703962	640667	-	-
640668	A-85 Mobile	800MHz	XTL-2500	-	M21URM9PW1AN	514CKM0777	A85MOB	227079	703963	640668	-	-
640669	E-85 Mobile	800MHz	XTL-2500	-	M21URM9PW1AN	514CKM0779	E85MOB	727042	analog	640669	-	-
640670	T-82 Mobile	800MHz	XTL-2500	-	M21URM9PW1AN	514CKM0775	T82MOB	227084	703953	640670	-	-
640671	DC801 Mobile	800MHz	XTL-2500	-	M21URM9PW1AN	514CKM0780	DC801MOB	227074	703967	640671	-	-
640672	Reserve 83 Mobile	800MHz	XTL-2500	-	M21URM9PW1AN	514CKM0780	RSV83MOB	227090	703967	640672	-	-
640673	Unassigned Mobile	800MHz	XTL-2500	-	M21URM9PW1AN	514CKM0782	640673	727051	analog	640673	-	-
640674	SPARE - BOX	800MHz	APX Mobile	-	M25URS9PW1AN	527CTM1360	640674	NOVIP	-	640674	-	-
640675	Unassigned Mobile	800MHz	XTL-2500	-	M21URM9PW1AN	514CKM0783	640675	NOVIP	-	640675	-	-
640676	Unassigned Mobile	800MHz	XTL-2500	RMHD	M21URM9PW1AN	514CHB0699	640676	NOVIP	-	640676	-	-
640677										640677	-	-
640678										640678	-	-
640679										640679	-	-
640680	North Chatham Fire	800MHz	XTS-2500	III	H46UCH9PW7AN	205CDY2962	NCFD 7	727055	analog	640680	-	-
640681	SPARE - BOX	800MHz	APX-6000	III	H89UCH9PW7BW	481CTM13173	640681	NOVIP	-	640681	-	-
640682	SPARE - BOX	800MHz	APX-6000	III	H89UCH9PW7BW	481CTM13174	640682	NOVIP	-	640682	-	-
640683	North Chatham Fire	800MHz	XTS-2500	III	H46UCH9PW7AN	205CDY2989	NCFD 9	NOVIP	-	640683	-	-
640684	SPARE - BOX	800MHz	APX-6000XE	III	H89UCH9PW7BW	481CTM13175	640684	NOVIP	-	640684	-	-
640685	North Chatham Fire	800MHz	XTS-2500	III	H46UCH9PW7AN	205CDY2970	NCFD 10	NOVIP	-	640685	-	-
640686	North Chatham Fire	800MHz	XTS-2500	III	H46UCH9PW7AN	205CDY2978	NCFD 11	727033	analog	640686	-	-
640687	North Chatham Fire	800MHz	XTS-2500	III	H46UCH9PW7AN	205CDY2981	NCFD 12	727030	analog	640687	-	-
640688	North Chatham Fire	800MHz	XTS-2500	III	H46UCH9PW7AN	205CDY2996	NCFD 8	727056	analog	640688	-	-
640689										640689	-	-
640690	EISAI	800MHz			H18UCH9PW7AN	721CFK0356	EisaiPt	NOVIP	-	640690	-	-
640691	EPA	800MHz				205CGF1214	EPAPort	NOVIP	-	640691	-	-
640693	NIHHS 1	800MHz		II		205CFM2653	NIHPort1	NOVIP	-	640693	-	-
640694	NIHHS 2	800MHz		II		205CGD1099	NIHPort2	NOVIP	-	640694	-	-
640697	Console Sta. 81	800MHz	XTL5000 Con.	-	L20URSSPW1AN	276CKM0383	DCFRS81	711959	maybe digital	640697	-	-

640698	Consolette Sta. 85	800MHz	XTL5000 Con.	-	L20UR89PW1AN	276CKM0382	DCFRS85	711958	maybe digital	640698	-	-
640699	Consolette Sta. 83	800MHz	XTL5000 Con.	-	L20UR89PW1AN	276CKM0381	DCFRS83	711957	maybe digital	640699	-	-
640298	Consolette Sta. 82	800MHz	XTL5000 Con.	-	L20UR89PW1AN	276CKM0443	DCFRS82	709528	analog	640299	-	-
640200	SPARE	800MHz	XTL5000 Con.	III	L20UR89PW1AN	276CKM0442	DCFRS84	NOVIP		640298	-	-
640201	SPARE	800MHz	XTL5000	III	H18UC9PW7AN	721CHF1990	640200	727090	703892	640200	-	-
640202	Tanker 84 Portable	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF1991	640201	727094	703893	640201	-	-
640203	Brush 83 Portable 1	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF1992	184Port	727092	703894	640202	-	-
640204	SPARE	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF1993	BR83Port1	727093	703895	640203	-	-
640205	SPARE	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF1994	640204	727094	703896	640204	-	-
640206	Rescue 82 Portable 1	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF2002	640205	727095	703904	640205	-	-
640207	Rescue 82 Portable 2	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF2004	RO82Port1	727096	703905	640206	-	-
640208	Garrett Hoernlein	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF2106	RO82Port2	727098	703911	640207	-	-
640209	Rescue 82 Portable 3	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF1995	640208	727099	703897	640208	-	-
640210	Rescue 82 Portable 4	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF2005	RO82Port3	727100	703906	640209	-	-
640211	SPARE	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF2006	RO82Port4	727104	703907	640210	-	-
640212	Reserve 83 Portable	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF2007	640211	727102	703908	640211	-	-
640213	SPARE	800MHz	XTS-5000	III	H18UC9PW7AN	721CHR1212	RSV83Port	740269	analog	640212	-	-
640214	SPARE	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF2008	640213	727104	703909	640213	-	-
640216	Scott West	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF2009	640214	727105	703910	640214	-	-
640217	Dean Pike	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF1996	640216	727109	703898	640216	-	-
640218	Brian Morris	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF1997	640217	727110	703899	640217	-	-
640219	SPARE - BOX	800MHz	APX-6000	III	H18UC9PW7AN	721CHF1998	640218	727114	703900	640218	-	-
640220	SPARE	800MHz	APX-6000	III	H98UC9PW7BW	481CTM1376	640219	723824	analog	640219	-	-
640221	Rescue 81 Portable	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF2000	640220	727114	703903	640220	-	-
640222	Brush 82 Portable 1	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF2001	RO81 Port	727115	703838	640221	-	-
640223	SPARE - BOX	800MHz	APX-6000	III	H18UC9PW7AN	721CHF2108	BR82Port1	727164	703913	640222	-	-
640224	Brush 83 Portable 2	800MHz	XTS-5000	III	H98UC9PW7BW	481CTM1377	640223	723822	analog	640223	-	-
640225	Air 83 Portable	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF2105	BR83Port2	723823	analog	640224	-	-
640226	SPARE	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF2109	A83Port	727113	703902	640225	-	-
640227	Brush 82 Portable 2	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF2110	640226	723825	analog	640226	-	-
640228	SPARE	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF2111	BR82Port2	723826	analog	640227	-	-
640229	SPARE	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF2112	640228	723827	analog	640228	-	-
640230	Engine 85 Portable	800MHz	XTS-5000	III	H18UC9PW7AN	721CHF2113	640229	723828	analog	640229	-	-
640232	E-82 Mobile	800MHz	XTL-2500	-	M21URMPW1AN	514CKM1698	882MOB	727119	714834	640232	-	-
640233	Sq-82 Mobile	800MHz	XTL-2500	-	M21URMPW1AN	514CKM1701	SO82MOB	727118	714835	640233	-	-
640234	SPARE - BOX	800MHz	APX Mobile	-	M25URS9PW1AN	527CTM1361	727119	714834	640234	640234	-	-
640235	Br-82 Mobile	800MHz	XTL-2500	-	M21URMPW1AN	514CKM1699	BR82MOB	727120	714833	640235	-	-
640236	T-84 Mobile	800MHz	XTL-2500	-	M21URMPW1AN	514CKM1698	882MOB	727124	714832	640236	-	-
640237	L-81 Mobile	800MHz	XTL-2500	-	M21URMPW1AN	514CKM1697	181MOB	727122	714831	640237	-	-
640238	E-84 Mobile	800MHz	XTL-2500	-	M21URMPW1AN	514CKM1696	882MOB	727127	714827	640241	-	-
640239	SPARE O- BOX	800MHz	APX Mobile	-	M25URS9PW1AN	514CKM1695	882MOB	727124	714829	640239	-	-
640240	SPARE - BOX	800MHz	APX-6500	-	M25URS9PW1AN	514CTM1362	727124	714828	640240	640240	-	-
640241	Spare Mobile 3	800MHz	XTL-2500	-	M21URMPW1AN	514CKM1693	727125	714828	640240	640240	-	-
640242	R-82 Mobile	800MHz	XTL-2500	-	M21URMPW1AN	514CKM1692	882MOB	727126	714827	640241	-	-
640245	**Broken Mech.	800MHz	XTS-5000	-	H18UC9PW7AN	721CHR1213	640245	740270	analog	640245	-	-
640247	T-85 Mobile	800MHz	XTL-2500	-	M21URMPW1AN	514CKM1690	885MOB	727129	714824	640247	-	-
	Bat-81 Portable	VHF	PR-1500	I	AAH79KDC9PW5B8N	626TKU0078	-	-	-	-	Yes	No
	T85 Portable	VHF	PR-1500	I	AAH79KDC9PW5B8N	626TL Y0528	-	-	-	-	Yes	No
	Rsv83 Portable	VHF	PR-1500	I	H79KDC9PW5B8N	626TL W1431	-	-	-	-	Yes	No
	Rescue 81 Portable	VHF	PR-1500	I	AAH79KDC9PW5B8N	626TL Y0534	-	-	-	-	Yes	No
	T83 Portable	VHF	PR-1500	I	H79KDC9PW5B8N	626TL W1433	-	-	-	-	Yes	No
	E85 Mobile	VHF	MCS-2000	RMHD	M01KLM9PW6AN	623CCU1379	-	-	-	-	Yes	No
	Rsv83 Mobile	VHF	Mast II	Dash	DLKCL2LN5	3320538	-	-	-	-	No	N/A
		VHF	MCS-2000	RMHD	M01KLM9PW6AN	623CCU1380	-	-	-	-	Yes	No

	E83 Mobile	VHF	Martrac	RMH/D	T73XTA7A7BK	776ATL1130	-	-	-	-	-	-	-	-	-	-	-	No	N/A
	L313 Mobile	VHF	GE	Dash	C4B04	5657474-D	-	-	-	-	-	-	-	-	-	-	-	No	N/A
	R81 Mobile	VHF	XTL1500	Dash	M28KS9PW1AN	726TGN1212	-	-	-	-	-	-	-	-	-	-	-	Yes	No
	T83 Mobile	VHF	XTL1500	Dash	M28KS9PW1AN	726TGU1028	-	-	-	-	-	-	-	-	-	-	-	Yes	No
	T82 Mobile	VHF	XTL1500	Dash	M28KS9PW1AN	726TGN1228	-	-	-	-	-	-	-	-	-	-	-	Yes	No
	Rq-82 Mobile	VHF	Spectra	MH/D (Sys9)	T83FWA7HA9AK	221ARU0022	-	-	-	-	-	-	-	-	-	-	-	No	No
	Brush 83 Mobile	VHF	Martrac	RMH/D	T73XTA7A7BK	776ATL1128	-	-	-	-	-	-	-	-	-	-	-	No	N/A
	Air 83 Mobile	VHF	Spectra	MH/D (Sys9)	T83FWA7HA9AK	221ASC0183	-	-	-	-	-	-	-	-	-	-	-	No	N/A
	DC802 Mobile	VHF	XTL1500	Dash	M28KS9PW1AN	726TGU1024	-	-	-	-	-	-	-	-	-	-	-	Yes	No
	DC803 Mobile	VHF	MCS-2000	RMH/D			-	-	-	-	-	-	-	-	-	-	-	No	N/A
	Bat81 Mobile	VHF	PM-1500	(2) RMH/Ds	AAM79KTD9PW6AN	483TKU0130	-	-	-	-	-	-	-	-	-	-	-	Yes	No
	Base Station 3	VHF	GE	-	N8A102	7212250.D35	-	-	-	-	-	-	-	-	-	-	-	No	N/A
	Base Station 2	VHF	PM400	-	AAM50KQF9AA3AN	019TLU4848	-	-	-	-	-	-	-	-	-	-	-	Yes	No
	Base Station 1	VHF	PM400	-	AAM50KQF9AA3AN	019TLU5072	-	-	-	-	-	-	-	-	-	-	-	Yes	No
	E81 Mobile	UHF	MCS-2000	RMH/D	M01RLM9PW6BN	623CCU1427	-	-	-	-	-	-	-	-	-	-	-		
	Rsv83 Mobile	UHF	MCS-2000	RMH/D	M01RLM9PW6BN	623CCU1426	-	-	-	-	-	-	-	-	-	-	-		
	DC803 Mobile	UHF	Maxtrac	RMH/D			-	-	-	-	-	-	-	-	-	-	-		
	Spare	UHF	CDM1250	Dash	AAM25SHD9AA2AN	103TCN3214	-	-	-	-	-	-	-	-	-	-	-		
	Spare	VHF	CDM1250	Dash	AAM25KKD9AA2AN	103TKC4559	-	-	-	-	-	-	-	-	-	-	-	Yes	No
	Sent to Surplus	VHF	Spectra	MH/D (Sys9)	T83FWA7HA9AK	221ATL0388	-	-	-	-	-	-	-	-	-	-	-	No	N/A
	Sent to Surplus	VHF	Martrac	RMH/D	T73XTA7A7BK	776TAE2010	-	-	-	-	-	-	-	-	-	-	-	No	N/A
	Sent to Surplus	VHF	Maxtrac	RMH/D	D34MIA7JA5AK	428TVA1224	-	-	-	-	-	-	-	-	-	-	-	No	N/A
	Sent to Surplus	VHF	Martrac	Remote only	T73XTA7A7BK	776ATL1129	-	-	-	-	-	-	-	-	-	-	-		

640697
640699
640698

APX6500 w/ BASE
APX6500 w/ BASE

M25URS9PW1AN
M25URS9PW1AN

527CTM1357
527CTM1359
527CTM1358

Current number of VHF Portables: 5
 # VHF Portables recommended:
 # VHF Portables to be purchased:

Current number of VHF Mobsiles: 14
 # VHF Mobsiles Recommended:
 # New Fleet VHF Mobsiles to be Purchased:

Current number of Narrowband Capable VHF Mobsiles: 5
 # VHF Radios to be replaced for narrowbanding: 8
 Total # new VHF Mobile Radios:

Location	Frequency	Radio Series	Radio Type	Radio Model	Serial Number	Radio Shop Alias	Narrowband Capable	Narrowbanded?
Bat-81 Portable	VHF	PR-1500	I	AAH79KDC9PW5BN	626TKU0078	-	Yes	No
E-81 Portable	VHF	PR-1500	I	AAH79KDC9PW5BN	626TLV0534	-	Yes	No
Rq-81 Mobile	VHF	PR-1500	I	AAH79KDC9PW5BN		-	Yes	No
L-81 Mobile	VHF							
Sq-81 Mobile	VHF							
E-82 Portable	VHF							
T-82 Portable	VHF							
Br-82 Portable	VHF							
Rq-82 Portable	VHF							
Sq-82 Portable	VHF							
E-83 Portable	VHF	PR-1500	I	H79KDC9PW5BN	626TLW1431	-	Yes	No
T-83 Portable	VHF	PR-1500	I	H79KDC9PW5BN	626TLW1433	-	Yes	No
Br-83 Portable	VHF							
Air-83 Portable	VHF							
Rsv-83 Portable	VHF							
E-84 Portable	VHF							
T-84 Portable	VHF							
E-85 Portable	VHF							
T-85 Portable	VHF	PR-1500	I	AAH79KDC9PW5BN	626TLV0528	-	Yes	No
Bar-81 Mobile	VHF	PM-1500	(2) RMHDs	AAAM79KTD9PW6AN	483TKU0130	-	Yes	No
E-81 Mobile	VHF	MCS-2000	RMHD	M01KLM9PW6AN	623CCU1379	-	Maybe	No
Rq-81 Mobile	VHF	XTL1500	Dash	M28KSS9PW1AN	726TGN1212	-	Yes	No
L-81 Mobile	VHF							
Sq-81 Mobile	VHF							
E-82 Mobile	VHF							
T-82 Mobile	VHF	XTL1500	Dash	M28KSS9PW1AN	726TGN1228	-	Yes	No
Br-82 Mobile	VHF							
Rq-82 Mobile	VHF	Spectra	RMHD (Sys9K)	T83FWA7HA9AK	221ARU0022	-	No	No
Sq-82 Mobile	VHF							
E-83 Mobile	VHF	Maratrac	RMHD	T73XTA7A7BK	776ATL1130	-	No	N/A
T-83 Mobile	VHF	XTL1500	Dash	M28KSS9PW1AN	726TGU1028	-	Yes	No
Brush 83 Mobile	VHF	Maratrac	RMHD	T73XTA7A7BK	776ATL1128	-	No	N/A
Air 83 Mobile	VHF	Spectra	RMHD (Sys9K)	T83FWA7HA9AK	221ASC0183	-	No	
Rsv83 Mobile	VHF	MCS-2000	RMHD	M01KLM9PW6AN	623CCU1380	-	Maybe	No
E-84 Mobile	VHF							
T-84 Mobile	VHF							
E85 Mobile	VHF	Mastr II	Dash	D1KKZLN5	3320538	-	No	N/A
T-85 Mobile	VHF							
DC801 Mobile	VHF							
DC802 Mobile	VHF	XTL1500	Dash	M28KSS9PW1AN	726TGU1024	-	Yes	No
DC803 Mobile	VHF	Maxtrac	RMHD					
Base Station 81	VHF	GE	-	N8A102	7212250.D35	-	No	N/A
Base Station 85	VHF	PM400	-	AAAM50KQF9AA3AN	019TLLU4848	-	Yes	No
Base Station 83	VHF	PM400	-	AAAM50KQF9AA3AN	019TLLU5072	-	Yes	No
E81 Mobile	VHF	MCS-2000	RMHD	M01RLM9PW6BN	623CCU1427	-	-	
Rsv83 Mobile	VHF	MCS-2000	RMHD	M01RLM9PW6BN	623CCU1426	-	-	
DC803 Mobile	VHF		RMHD					
Spare	VHF	CDM1250	Dash	AAAM25SHD9AAZAN	103TCN3214	-	-	

Spare	VHF	CDM1250	Dash	AAM25KKD9AA2AN	103TKC4559	-	No	No	N/A
Sent to Surplus	VHF	Spectra	RMHD (Sys9k)	T83FWA7HA9AK	221ATL0388	-	No		N/A
Sent to Surplus	VHF	Maratrac	RMHD	T73XTA7TA7BK	776TAE2010	-	No		N/A
Sent to Surplus	VHF	Maxtrac	RMHD	D34MLA7JA5AK	428TVA1224	-	No		N/A
Sent to Surplus	VHF	Maratrac	Remote only	T73XTA7TA7BK	776ATL1129	-	No		N/A
L313 Mobile	VHF	GE	Dash	C4B04	5657474-D	-	No		N/A

Pager Model	Model Number	Serial Number	Stored Voice	Assignment	Last Touched	Touched By	DCFR ID Tag	Notes
Monitor V	A03KMS7239BC	136WHN2664	No	Station 81	7/28/2016	JGH	000004	
Monitor V	A03KMS9239BC	136WP/C090	Yes	Station 81	7/28/2016	JGH	000010	
Monitor V	A03KMS9239BC	136WP/C141	Yes	Station 82				
Monitor V	A03KMS7239BC	136WP/C142	No	Station 83	7/28/2016	JGH	000003	
Monitor V	A03KMS7239BC	136WHN2662	No	Station 83				
Monitor V	A03KMS9239BC	136WP/G3162	Yes	Station 84			000002	
Monitor V	A03KMS9239BC	136W/LN1399	Yes	Station 84				
Monitor V	A03KMS7239BC	136WHN2660	No	Station 85				
Monitor V	A03KMS7239BC	136WHN2704	No	Station 85				
Monitor V	A03KMS9239BC	136WP/G3160	Yes	Station 85	7/28/2016	JGH	000001	
Monitor V			No	Vic Barbee				
Monitor V				Rob Kautman				
Monitor V	A03KMS7239BC	136WHN2703	Yes	Broken - Storage				No Belt Clip
Monitor V	A03KMS7239BC	136WHN2663	No	Jeff Howard				
Monitor IV	A03KUS9238AC	8395/DV25F3	Yes	Storage				
Monitor IV	A03KUS9238AC	8395/DV25D5	Yes	Storage				
Monitor IV	A03KUS9238AC	8395/DV25D5	Yes	Storage				
Monitor IV	A03KUS9238AC	8395/DV25DF	Yes	Storage				
Monitor IV	A03KUS9238AC	8395/D125K1	Yes	Storage				
Monitor IV	A03KUS9238AC	8395/DV25DK	Yes	Storage				
Monitor IV	A03YMS9239BC	2538A022CR	No	Broken - Storage				Broken Case
Monitor IV	A03KUS7239AC	2538Z124CB	No	Broken - Storage				Broken Case
Monitor IV	A03KUS9238AC	8?	Yes	Broken - Storage				Missing Knobs
Monitor III	A03YMS9239BC	2538ZG27J1	Yes	Storage				
Monitor III	A03YMS9239AC	2538ZG27ID	Yes	Storage				
Monitor III	A03YMS7239BC	2538Z124CM	No	Storage				
Monitor III	A03YMS9239AC	2538ZG27IW	Yes	Storage				
Monitor III	A03YMS7239BC	2538Z124CC	No	Storage				
Monitor III	A03YMS7239BC	2538Z124CG	No	Broken - Storage				Missing channel knob
Monitor III	A03YMS9239BC	2538ZG27IQ	No	Broken - Storage				Missing volume knob, battery door and belt clip
Monitor III	A03YMS9239BC	2538ZG27BN	Yes	Storage				
Monitor III	A03YMS9239BC	2538A1264B	Yes	Broken - Storage				Battery door cracked
Monitor II	H03JUMC1222AC	MD5XWS26CC	No	Storage				
Monitor II	H03JUMC1222AC	R46BMC0840	No	Storage				
Monitor II	H03JUMC1222AC	MD5XWS26BZ	No	Storage				
Monitor II	H03JUMC1222AC	UNKNOWN	No	Storage				
Monitor II	H03JUMC1222AC	MD5XWS26C2	No	Storage				
Monitor II	H03JUMC1222AC	MD5XWS26C5	No	Storage				
Monitor II	H03JUMC1222AC	UNKNOWN	No	Storage				
Monitor II	H03JUMC1222AC	R46BPN3311	No	Storage				
Monitor II	H03ZVC1222AC	MD5XVN2435	Yes	Storage				
Monitor II	Outer Case Only		-	Storage				
Monitor II	Outer Case Only		-	Storage				
Monitor II	Outer Case Only		-	Storage				

Pager Model	Model Number	Serial Number	Stored Voice	Assignment	Last Touched	Touched By	DCFR ID Tag	Notes
Monitor V	A03KMS7239BC	136WHN2664	No	Station 81	7/28/2016	JGH	000004	
Monitor V	A03KMS9239BC	136WPC2090	Yes	Station 81	7/28/2016	JGH	000010	
Monitor V	A03KMS9239BC	136WPC141	Yes	Station 82			000003	
Monitor V	A03KMS9239BC	136WPC2142	No	Station 83	7/28/2016	JGH	000002	
Monitor V	A03KMS7239BC	136WHN2662	Yes	Station 83				
Monitor V	A03KMS9239BC	136WLN1399	Yes	Station 84				
Monitor V	A03KMS7239BC	136WHN2660	No	Station 85				
Monitor V	A03KMS7239BC	136WHN2704	No	Station 85				
Monitor V	A03KMS9239BC	136WPG3160	Yes		7/28/2016	JGH	000001	
Monitor V			No	Vic Barbee				
Monitor V				Rob Kaufman				
Monitor V	A03KMS7239BC	136WHN2703	Yes	Broken - Storage				No Belt Clip
Monitor V	A03KMS7239BC	136WHN2663	No	Jeff Howard				
Monitor IV	A03KUS9238AC	8395DV25F3	Yes	Storage				
Monitor IV	A03KUS9238AC	8395DV25DX	Yes	Storage				
Monitor IV	A03KUS9238AC	8395DV25DS	Yes	Storage				
Monitor IV	A03KUS9238AC	8395DV25DF	Yes	Storage				
Monitor IV	A03KUS9238AC	8395DL25KJ	Yes	Storage				
Monitor IV	A03KUS9238AC	8395DV25DK	Yes	Storage				
Monitor IV	A03KMS9239BC	253BAQ25CR	No	Broken - Storage				Broken Case
Monitor IV	A03KUS7239AC	253BZL24CB	No	Broken - Storage				Broken Case
Monitor IV	A03KUS9238AC	87	Yes	Broken - Storage				Missing Knobs
Monitor III	A03YMS9239BC	253BZG27J1	Yes	Storage				
Monitor III	A03YMS9239AC	253BZG27J1D	Yes	Storage				
Monitor III	A03YMS7239BC	253BZL24CM	No	Storage				
Monitor III	A03YMS9239AC	253BZG27J1W	Yes	Storage				
Monitor III	A03YMS7239BC	253BZL24CC	No	Storage				
Monitor III	A03YMS7239BC	253BZL24CG	No	Broken - Storage				Missing channel knob
Monitor III	A03YMS9239BC	253BZG237Q	No	Broken - Storage				Missing volume knob, battery door and belt
Monitor III	A03YMS9239BC	253BZG27BN	Yes	Storage				
Monitor III	A03YMS9239BC	253BAL264B	Yes	Broken - Storage				Battery door cracked!
Monitor II	H03UMC1222AC	MDSXWS26CC	No	Storage				
Monitor II	H03UMC1222AC	R46BMC0840	No	Storage				
Monitor II	H03UMC1222AC	MDSXWS26BZ	No	Storage				
Monitor II	H03UMC1222AC	UNKNDVMN	No	Storage				
Monitor II	H03UMC1222AC	MDSXWS26C2	No	Storage				
Monitor II	H03UMC1222AC	MDSXWS26C5	No	Storage				
Monitor II	H03UMC1222AC	UNKNDVMN	No	Storage				
Monitor II	H03UMC1222AC	R46BPN3311	No	Storage				
Monitor II	H03ZVC1222AC	MDSXVNZ435	Yes	Storage				
Monitor II	Outer Case Only		-	Storage				
Monitor II	Outer Case Only		-	Storage				
Monitor II	Outer Case Only		-	Storage				

Radio Distribution for Durham County Fire Rescue

800 Mhz Radio Inventory

Updated:

4/10/2015

****NOT EFFECTIVE AT THIS TIME****

APX Radios:	Radios Assigned	Total Radios Available	Radios to be Assigned
APX Radios:	34	34	0
XTS-2500 Radios:	16	16	0
XTS-5000 Radios:	6	6	0
XTL-2500 Radios:	31	31	0
XTL-5000 Radios:	29	29	0
XTL-5000 Console:	1	1	0
Total 800Mhz Radios:	122	5	0

Old Radio ID	Location	Frequency	Radio Series	Radio Type	Radio Model	Serial Number	Radio Shop Alias	Carry	Duke	VIPER	Digital VIPER	P25 VIPER
744600	802A	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1650	DC802A	730951	738291	727676	703930	640600
744601	801A	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1651	DC801A	730981	738318	727031	703927	640601
744602	803A	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1652	DC803A	731009	738322	727069	703951	640602
744603	802B	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1653	DC802B	731043	738508	727026	703929	640603
744604	Batt. 81 Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1654	B81Duty	731067	738509	727028	703926	640604
744605	801B	800MHz	XTS-2500	III	H46UCH9PW7BN	205CDY2984	DC801B	731082	738510	738639	703925	640605
744606	803B	800MHz	XTS-2500	III	H46UCH9PW7BN	205CHV0825	DC803B	731070	738511	715950	maybe digital	640606
744607	802C	800MHz	XTS-2500	III	H46UCH9PW7BN	205CHV0826	DC802C	732044	738764	726126	analog	640607
744608	801C	800MHz	XTS-2500	III	H46UCH9PW7BN	205CHV0827	DC801C	731562	738522	726125	analog	640608
744609	803C	800MHz	XTS-2500	III	H46UCH9PW7BN	205CCK1892	DC803C	731263	738512	727034	analog	640609
744610												640610
744611	E81 Officer Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1655	E81A	731281	738513	727529	703931	640611
744612	E81 Driver Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1656	E81B	731287	738514	727572	703932	640612
744613	E81 FF1 Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1657	E81C	731554	738515	727825	703924	640613
744614	E81 FF2 Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1658	E81D	731555	738516	727046	analog	640614
744615	L81 Officer Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1659	L81A	731556	738517	727821	703922	640615
744616	L81 Driver Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1660	L81B	731557	738518	727828	703914	640616
744617	L81 FF1 Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1661	L81C	731558	738519	727829	703917	640617
744618	L81 FF2 Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1662	L81D	731560	738520	727047	analog	640618
744619												640619
744620												640620
744621	E82 Officer Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1663	E82A	731563	738523	727048	703928	640621
744622	E82 Driver Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1664	E82B	731564	738524	727829	703918	640622
744623	E82 FF1 Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1665	E82C	731566	738525	727822	703920	640623
744624	E82 FF2 Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1666	E82D	731567	738526	727041	analog	640624
744625	T82 Driver Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1667	T82A	731568	738527	727022	703925	640625
744626	T82 FF Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1668	T82B	731569	738528	727824	703921	640626
744627	B82 Truck A	800MHz	XTS-2500-1	III	H46UCH9PW7BN	205CHT1200	B/82PrtA	731628	738530	727085	analog	640627
744628	B/82 Truck B	800MHz	XTS-2500-1	III	H46UCH9PW7BN	205CHT0441	B/82PrtB	731629	738531	727052	analog	640628
744629												640629
744630												640630
744631	E83 Officer Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1669	E83A	731633	738533	727028	703948	640631
744632	E83 Driver Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1670	E83B	731634	738534	727022	703949	640632
744633	E83 FF1 Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1671	E83C	731635	738535	727043	703950	640633
744634	E83 FF2 Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1672	E83D	731949	738536	727035	analog	640634
744635	T83 Driver Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1673	T83A	731950	738537	727821	703915	640635
744636	T83 FF Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1674	T83B	732040	738538	726124	analog	640636
744637	B/83 Truck A	800MHz	XTS-2500-1	III	H46UCH9PW7BN	205CHT0437	B/83PrtA	732041	738539	726127	analog	640637
744638	B/83 Truck B	800MHz	XTS-2500-1	III	H46UCH9PW7BN	205GSS2598	B/83PrtB	732042	738676	727049	analog	640638
744639	A/83 Truck	800MHz	XTS-2500-1	III	H46UCH9PW7BN	2051GSS0011	A83Prt	732043	738762	738640	maybe digital	640639
744640												640640
744641	E84 Officer Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1675	E84A	732045	738765	727826	703916	640641
744642	E84 Driver Duty	800MHz	APX-6000XE	III	H89UCH9PW7AN	756CPX1676	E84B	732055	738766	727828	703923	640642

717198	Consolette Sta. 82	800MHz	XTL5000 Con.		L20UR89PW1AN	Z76CKM0443	DCFR882	732211	738881	709528	analog	640299
717199	Consolette Sta. 84	800MHz	XTL5000 Con.		H18UCH9PW1AN	Z76CKM0442	DCFR884	732212	738932	NOVIP	703892	640298
744400		800MHz	XTS-5000		H18UCH9PW7AN	721CHF1990		731144	738459	Z274990	703892	640200
744401	Batten, J	800MHz	XTS-5000		H18UCH9PW7AN	721CHF1991		731145	738460	Z274991	703893	640201
744402	Ross, Marshall	800MHz	XTS-5000		H18UCH9PW7AN	721CHF1992		731146	738461	Z274992	703894	640202
744403		800MHz	XTS-5000		H18UCH9PW7AN	721CHF1993		731147	738462	Z274993	703895	640203
744404		800MHz	XTS-5000		H18UCH9PW7AN	721CHF1994		731148	738463	Z274994	703896	640204
744405	E411 Captain	800MHz	XTS-5000		H18UCH9PW7AN	721CHF2002		731149	738464	Z274995	703904	640205
744407	E411 FFI	800MHz	XTS-5000		H18UCH9PW7AN	721CHF2004		731150	738466	Z274996	703905	640206
744409	SQ419	800MHz	XTS-5000		H18UCH9PW7AN	721CHF2106		731152	738468	Z274998	703911	640207
744410	Hoernlein, Garrett	800MHz	XTS-5000		H18UCH9PW7AN	721CHF1995		731153	738469	Z274999	703897	640208
744411	L413 Captain	800MHz	XTS-5000		H18UCH9PW7AN	721CHF2005		731154	738470	Z274999	703906	640209
744412	L413 Driver	800MHz	XTS-5000		H18UCH9PW7AN	721CHF2006		731155	738471	Z274999	703907	640210
744413	Spare	800MHz	XTS-5000		H18UCH9PW7AN	721CHF2007		731156	738472	Z274999	703908	640211
744414	L413 FF2	800MHz	XTS-5000		H18UCH9PW7AN	721CLR1212		730934	738159	740269	analog	640212
744415	R414 Captain	800MHz	XTS-5000		H18UCH9PW7AN	721CHF2008		731158	738474	Z274994	703909	640213
744416	R414 Driver	800MHz	XTS-5000		H18UCH9PW7AN	721CHF2009		731159	738475	Z274995	703910	640214
744420	West, Scott	800MHz	XTS-5000		H18UCH9PW7AN	721CHF1996		731163	738479	Z274999	703898	640216
744421	Pike, Dean	800MHz	XTS-5000		H18UCH9PW7AN	721CHF1997		731164	738480	Z274999	703899	640217
744422	Morris, Brian	800MHz	XTS-5000		H18UCH9PW7AN	721CHF1998		731165	738481	Z274999	703900	640218
744423		800MHz	XTS-5000		H18UCH9PW7AN	721CHF1999		731166	738482	Z274999	703902	640219
744424	L413 FFI	800MHz	XTS-5000		H18UCH9PW7AN	721CHF2001		731167	738483	Z274999	703903	640220
744425		800MHz	XTS-5000		H18UCH9PW7AN	721CHF2001		731168	738484	Z274999	703838	640221
744426		800MHz	XTS-5000		H18UCH9PW7AN	721CHF2108		731899	739719	Z274999	703913	640222
744427	R414 FFI	800MHz	XTS-5000		H18UCH9PW7AN	721CHF2104		731900	739714	Z23822	analog	640223
744429	BR TRK Captain	800MHz	XTS-5000		H18UCH9PW7AN	721CHF2105		731902	739716	Z23823	analog	640224
744431	E421 Captain	800MHz	XTS-5000		H18UCH9PW7AN	721CHF2109		731903	739707	Z23824	analog	640225
744432	E421 Driver	800MHz	XTS-5000		H18UCH9PW7AN	721CHF2110		731904	739706	Z23825	analog	640226
744433	E421 FFI	800MHz	XTS-5000		H18UCH9PW7AN	721CHF2111		731905	739708	Z23826	analog	640227
744435	T415 Captain	800MHz	XTS-5000		H18UCH9PW7AN	721CHF2112		731906	739710	Z23827	analog	640228
744436	T415 Driver	800MHz	XTS-5000		H18UCH9PW7AN	721CHF2113		731907	739711	Z23828	analog	640229
744439	E411 Driver	800MHz	XTS-5000		H18UCH9PW7AN	721CHF2003		731908	739718	Z23829	analog	640230
744451	E-82 Mobile	800MHz	XTL-2500		M21URM9PW1AN	514CKM1702		732183	738690	Z274999	714836	640232
744452	Sq-82 Mobile	800MHz	XTL-2500		M21URM9PW1AN	514CKM1701		730025	738692	Z274999	714835	640233
744453	DC801 Mobile	800MHz	XTL-2500		M21URM9PW1AN	514CKM1700		730025	738692	Z274999	714834	640234
744454	Br-82 Mobile	800MHz	XTL-2500		M21URM9PW1AN	514CKM1699		732185	738693	Z274999	714833	640235
744455	T-84 Mobile	800MHz	XTL-2500		M21URM9PW1AN	514CKM1698		732186	738694	Z274999	714832	640236
744456	L-81 Mobile	800MHz	XTL-2500		M21URM9PW1AN	514CKM1697		732187	738695	Z274999	714831	640237
744457	E-84 Mobile	800MHz	XTL-2500		M21URM9PW1AN	514CKM1696		732188	738696	Z274999	714830	640238
744458	Spare Mobile	800MHz	XTL-2500		M21URM9PW1AN	514CKM1695		732189	738697	Z274999	714829	640239
744459	Spare Mobile 2	800MHz	XTL-2500		M21URM9PW1AN	514CKM1694		732190	738698	Z274999	714828	640240
744460	Spare Mobile 3	800MHz	XTL-2500		M21URM9PW1AN	514CKM1693		732191	738699	Z274999	714827	640241
744461	R-82 Mobile	800MHz	XTL-2500		M21URM9PW1AN	514CKM1692		732192	738700	Z274999	714826	640242
744471	E411 FF 2	800MHz	XTS-5000		M21URM9PW1AN	721CLR1213		731353	739313	740270	analog	640245
744478	In possession of EM/FM	800MHz	XTL-2500		M21URM9PW1AN	514CKM1691		732207	738701	Z274999	714825	640246
744479	T-85 Mobile	800MHz	XTL-2500		M21URM9PW1AN	514CKM1690		732208	738702	Z274999	714824	640247

Current number of VH Current number of VHF Mobiles: 12
 # VHF Portables recor # VHF Mobiles Recommended: 18
 # VHF Portables to be |# New Fleet VHF Mobiles to be Purchased: 10

Current number of Narrowband Capable VHF Mobiles: 5
 # VHF Radios to be replaced for narrowbanding: 7
 Total # new VHF Mobile Radios: 17

Location	Radio Series	Radio Type	Radio Model	Serial Number	Radio Shop Alias	Narrowband Capable	Narrowbanded?
Bat-81 Portable	PR-1500	I	AAH79KDC9PW5BN	626TKU0078	-	Yes	No
Rq-81 Portable	PR-1500	I	AAH79KDC9PW5BN	626TL1Y0534	-	Yes	No
E-83 Portable	PR-1500	I	H79KDC9PW5BN	626TLW1431	-	Yes	No
T-83 Portable	PR-1500	I	H79KDC9PW5BN	626TLW1433	-	Yes	No
T-85 Portable	PR-1500	I	AAH79KDC9PW5BN	626TL1Y0528	-	Yes	No
Bar-81 Mobile	PM-1500	Dual Remote	AAAW9K1D9PW6AN	483TKU0130	-	Yes	No
E-81 Mobile	MCS-2000	Remote Head	M01KLM9PW6AN	623CCU1379	-	Maybe	No
Rq-81 Mobile	XTL1500	Dash	M28KSS9PW1AN	726TGN1212	-	Yes	No
T-82 Mobile	XTL1500	Dash	M28KSS9PW1AN	726TGN1228	-	Yes	No
Rq-82 Mobile	Spectra	Remote Head	T83FWA7HA9AK	221ARU0022	-	No	No
E-83 Mobile	Maratrac	Remote Head	T73XTA7A7BK	776ATL1130	-	No	N/A
T-83 Mobile	XTL1500	Dash	M28KSS9PW1AN	726TGU1028	-	Yes	No
Brush 83 Mobile	Maratrac	Remote Head	T73XTA7A7BK	776ATL1128	-	No	N/A
Air 83 Mobile	Spectra	Remote Head	T83FWA7HA9AK	221ASC0183	-	No	N/A
Rsv83 Mobile	MCS-2000	Remote Head	M01KLM9PW6AN	623CCU1380	-	Maybe	No
E85 Mobile	Mastr II	Dash	D1KKZLNS	3320538	-	No	N/A
DC802 Mobile	XTL1500	Dash	M28KSS9PW1AN	726TGU1024	-	Yes	No
DC803 Mobile	Maxtrac	Remote Head			-	No	N/A
Base Station 81	GE	-	N8A102	7212250.D35	-	No	N/A
Base Station 85	PM400	-	AAAM50KQI9AA3AN	019TTLU4848	-	Yes	No
Base Station 83	PM400	-	AAAM50KQI9AA3AN	019TTLU5072	-	Yes	No
Spare	CDM1250	Dash	AAAM25KKD9AA2AN	103TKC4559	-	Yes	No

Location	Radio Series	Radio Type	Radio Model	Serial Number	Radio Shop Alias	Narrowband Capable	Narrowbanded?
Battalion 81	PMW-1500	PORTABLE					
Engine 81							
Ladder 81							
Rescue 81	XTL-1500	PR-1500					
Squad 81 (Future)							
Engine 82							
Brush 82							
Rescue 82							
Tanker 82	XTL-1500						
Squad 82							
Engine 83		PR-1500					
Brush 83		PR-1500					
Air 83							
Tanker 83	XTL-1500						
Engine 84							
Tanker 84							
Engine 85							
Tanker 85		PR-1500					
DC 801							
DC 802	XTL-1500						
DC 803							

**Appendix E-1
Lease of Fire Station 83**

**NORTH CAROLINA
DURHAM COUNTY**

LEASE OF NON-RESIDENTIAL PROPERTY

This Lease is made as of the **1st** day of **July, 2018**, between the City of Durham ("City") and the **County of Durham** ("County").

1. GRANT. The Landlord hereby leases to the Tenant, and the Tenant accepts, a certain parcel of land together with the improvements thereon and the fixtures therein, known as **Fire Station #83 located at 1409 Seaton Road** in the County of Durham, North Carolina ("the Premises"). The Premises are located in the City of Durham and also shown in **Exhibit A** attached hereto.

2. TERM. This Lease is for a period of **5 year(s)** beginning **July 1, 2018** and expiring **June 30, 2023**.

3. RENT. The Tenant shall pay to the Landlord as rent the sum of **\$0.00** for each year of the term. Rent payments are due, in advance, without set-off, deduction, or demand.

4. PURPOSE. The Tenant may not use the property for any purpose other than:
 Commercial Industrial Other: **Emergency response for fire protection, rescue, first responder, and training.**

a. Tenant will maintain and may upfit the premises.

b. Tenant will pay for all repairs, maintenance, and upfit costs directly to the appropriate vendor, and vendor shall meet all of Durham requirements including providing appropriate Certificates of Insurance.

5. RETURNED CHECKS. In applicable.

6. EXTENSION OF LEASE TERM. The Tenant has the option to extend this lease by four (4) additional renewal terms of one (1) year each by sending notice to the Landlord at least ninety (90) days before the expiration of the term and by mutual agreement/consent of both parties. The lease terms shall expire in the absence of such notice.

7. TERMINATION OF LEASE TERM. Part "a" of **Section [21]** (TERMINATION, CASUALTY, AND EMINENT DOMAIN)

applies to this Lease. does not apply to this Lease.

8. CONDITION OF PREMISES AND REPAIRS. (a) The Tenant having inspected the Premises, it is agreed that they are in good repair and are fit as of the beginning of the term. The Tenant shall

immediately notify the Landlord of all damage to the Premises, need for repairs, and situations that might reasonably be expected to result in damage. This Lease does not give Tenant any authority either to obligate the Landlord to pay any third party for any labor or materials or to suffer liens to be placed on the Premises. (b) Tenant shall be responsible for damage to the Premises caused by all negligent, willful, or intentional acts and omissions by the Tenants and any of Tenant's agents, invitees, licensees, and contractors. Tenant shall not allow any "Environmental Contamination" (defined in **Section [19] (INDEMNIFICATION)**) below to be released onto the Premises by itself or its agents, contractors, invitees, or licensees, and Tenant shall cleanup said releases if they occur. (c) Tenant shall at its expense maintain principal structure members, and exterior masonry walls, if any, not including windows, of the building located on the Premises. Additionally, Tenant will provide for the Premises roof to be leak-free and the Premises HVAC system to be in working order at inception of the lease term. **Tenant shall make all other repairs and replacements needed to keep the building and its systems (including the HVAC, plumbing, electrical wiring, appliances, painting, glass, and all equipment) in good condition and state of repair.** Provided there is compliance with applicable laws and regulations of governmental authorities and upon prior written approval of the Manager or his designee, the Tenant shall have the right to make additions, modifications, and improvements to the Premises, provided that the costs of these additions, modifications, and improvements shall be paid for by the Tenant and shall, when made, become a part of the Premises.

9. USE AND CARE OF THE PREMISES. The Premises shall not be used in any way that exposes the improvements to any unreasonable risk of damage from fire. Without written permission from the Landlord, the Tenant shall not permit or keep any kerosene or gasoline on the Premises unless in properly constructed tanks attached to motor vehicles. The Tenant shall keep the Premises in a presentable condition, including clean of trash and garbage and the lawn, if any, mowed. The Tenant shall not use or allow the use of any illegal drugs on the Premises. No trees or shrubbery shall be removed without first obtaining written permission from the Landlord. The Tenant shall not violate any lawful requirements of all public authorities regarding use of the Premises, including applicable zoning and building codes. No animals may be kept on the Premises without the Landlord's written consent.

10. ALTERATIONS. FIXTURES. Tenant shall not paint or alter the Premises without the Landlord's written consent. Any such work must be done a workmanlike manner. Tenant may, prior to the expiration of the term of this Lease, remove from the Premises any fixtures that Tenant may have installed, whether affixed or not; provided, however, that any damages done to the Premises by the installation of such fixture or by such removal will be repaired at Tenant's expense. Any fixtures remaining in the Premises after the expiration of the term shall be the property of the Landlord. Any improvements and repairs to the Premises, unless removed pursuant to this Section, shall inure to and be to the benefit of the Landlord.

11. KEYS. The Tenant shall not add or change any locks without the Landlord's consent. At the end of the term, the Tenant shall give to the Landlord all keys that Tenant has for the Premises.

12. UTILITIES. The Tenant shall pay all proper charges for all utilities, including oil, gas, electricity, water, sewer, garbage pickup, cable, and telephone.

13. POSSESSION. The Landlord shall not be liable for its failure to deliver possession because of a cause beyond its reasonable control, including holdover by a previous tenant. However, the rent shall be prorated to reduce the rent for the period during which the Landlord fails to deliver possession.

14. ASSIGNMENT AND SUBLETTING. The Tenant may neither assign nor sublet either any rights in, or any part of, the Premises without the written consent of the Landlord, which shall not be unreasonably withheld. The Tenant shall remain liable to the Landlord under this Lease regardless of assignments or subleases.

15. TAXES AND INSURANCE. During the term of this lease, the Landlord shall pay all taxes and assessments imposed on the Premises. Any insurance that the Landlord may obtain on the Premises is for the benefit of the Landlord, not the benefit of the Tenant. Landlord shall not provide either any liability insurance to protect Tenant or insurance against loss or damage to Tenant's property. Tenant must provide a current Certificate of Insurance which shall be shown in **Exhibit C** attached hereto.

16. ACCESS. The Landlord shall keep keys to the Premises. The Landlord and its agents and contractors may enter the Premises, including the interior, in case of emergency or with the consent of the Tenants. Without limiting its rights under the preceding sentence, the parties agree that the Landlord and its agents and contractors may enter the Premises, excluding the interior, during daylight hours to make surveys, repairs, improvements, inspections, and do other work. During the last ten weeks of the term and until the Premises have been rented beyond the term or sold, Tenant shall permit Landlord to show the Premises, including the interior, to prospective tenants or purchasers, from 8:00 AM - 4:30 PM, Monday - Friday. The Landlord may place and maintain for sale and for rent signs on the Premises.

17. VACATING. (a) The Tenant shall surrender vacant possession of the Premises on or before the end of the term. Time is of the essence in complying with the preceding sentence. (b) On vacating the Premises, the Tenant shall see that all utilities are paid in full and disconnected (unless other arrangements are made with the Landlord), that the Premises (including, if applicable, plumbing fixtures, stoves, refrigerators, and sinks) are clean, that the doors and windows are closed and locked, and that all other provisions of this Lease are complied with. So that Landlord may provide security to the Premises after the Premises are vacant and may use the Premises for its purposes, Tenant shall notify Landlord in advance of the expected date that the Premises will become vacant and shall also notify Landlord within one working day after the Premises actually become vacant. This subsection "b" applies even if Tenant vacate before the end of the term. (c) If the Tenant fails to comply with its obligations under this Section, Tenant shall be liable for resulting damages suffered by the Landlord, including, if applicable, the inability to use the Premises for the purposes for which the Landlord has provided notice to the Tenant, which notice may be given before or during the term.

18. DEFAULT. (a) If the Tenant fails to pay the rent when due or fails to perform any other material obligation under this Lease, or if a material purported fact in the Tenant's rental application is substantially false, or if a bankruptcy case designating Tenant as a debtor is commenced or Tenant is made the subject of insolvency proceedings, and such failure, event, or condition continues for ten(10) days after notice of such failure, event, or condition is sent, then the Landlord may at any time (i) terminate this Lease and cause the Tenant's estate to be ceased, or (ii) terminate the Tenant's right to possession of the Premises without causing the Tenant's estate to be ceased or terminating this Lease. In either event, the Tenant shall deliver possession of the Premises to the Landlord. In addition, the Landlord may reenter and take possession in accordance with legal procedures. If the Landlord terminate this Lease, the Tenant shall be liable for accrued rent, damages resulting from the Tenant's breach, and other accrued obligations and liabilities. If the Landlord terminates the Tenant's right to possession without terminating the Lease, this Lease shall remain in effect, and the Landlord shall make reasonable efforts to re-let the Premises on the Tenant's behalf. Tenant shall compensate the Landlord for the costs and expenses of such efforts. (b) The Landlord's waiver of or failure to exercise or enforce any of its rights under this Lease shall not constitute a waiver of any right thereafter. The Landlord's rights under this Section are in addition to other rights under this Lease or as provided by law.

19. INDEMNIFICATION. (a) To the maximum extent allowed by law, Tenant shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Lease or out of the use or occupancy of the Premises pursuant to this Lease, including for Environmental Contamination. In performing its duties under this subsection "a", Tenant shall at Tenant's sole expense defend Indemnitees with legal counsel reasonably acceptable to Landlord. (b) Definitions. As used in subsections "a" and "c" of this Section --

"Charges" means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, settlements, and expenses (included within "Charges" are interest and reasonable attorneys' fees assessed as part of any such item).

"Environmental Contamination" means petroleum products (including oil, gasoline, and kerosene), hazardous wastes, hazardous substances, hazardous materials, toxic substances, toxic wastes, hazardous air pollutants, and toxic pollutants, as those terms are used in any federal, state, or local laws, rules, regulations, codes, and ordinances, as amended from time to time. "Indemnitees" means Landlord and its officers, officials, independent contractors, agents, and employees, and does not include Tenant. (c) Limitations of Tenant's Obligation. Subsection "a" of this Section shall not require Tenant to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

20. ADA. If Tenant receives any notice or document (i) which alleges any violation of the Americans with Disabilities Act ("ADA") relating to the Premises, or (ii) which pertains to any claim made or threatened relating to the Premises regarding alleged noncompliance with the ADA, or (iii) which pertains to any governmental or regulatory action or investigation instituted

or threatened relating to the Premises regarding alleged noncompliance with the ADA, Tenant shall, within ten (10) days after receipt of such notice or document, provide the Landlord with a copy.

21. TERMINATION, CASUALTY, AND EMINENT DOMAIN. (a) If the term ends early, and if Tenant has paid rent in advance, it shall be entitled to a prorata refund for the rent attributable to the time after the end of the term. (b) If fire or other casualty renders the Premises uninhabitable, and if the casualty is not the fault of Tenant or any person for whose acts or omissions Tenant is liable, and if Landlord cannot or does not make the Premises reasonably useable for Tenant's purposes within ten (10) days afterwards, Tenant may, by sending notice to the Landlord within fifteen (15) days of the casualty, terminate the term effective as of the date of the casualty. (c) If fire or other casualty substantially damages the Premises, and if the casualty is not the fault of Tenant or any person for whose acts or omissions Tenant is liable, and if Landlord cannot or does not substantially repair the Premises within twenty (20) days afterwards, Tenant may, by sending notice to the Landlord within twenty-five (25) days of the casualty, terminate the term effective as of the date of the casualty. (d) If fire or other casualty renders the Premises unusable for the Tenant's purposes, the Landlord may, by sending notice to the Tenant within twenty (20) days of the casualty, terminate the term effective as of the date of the casualty. (e) If an authority with the power of eminent domain acquires an interest in the Premises that substantially affects their use for Tenant's purposes, Tenant may, by sending notice to the Landlord within thirty (30) days of the taking of possession by the authority, terminate the term effective as of the date of the taking of possession by the authority. (f) Each subsection of this Section is intended to be independent of the other subsections of this Section.

22. EFFECTS ON OTHER RIGHTS. The Landlord shall not be liable for any loss or damage occurring to the personal property of Tenant, except through the intentional act of the Landlord, and except as otherwise provided by law or this Lease. Nothing in this Lease shall limit the City or County of Durham's governmental powers regarding the Premises, including eminent domain, zoning, subdivision, and police.

23. RENEWAL. If the parties fail otherwise to agree in writing respecting the extension or renewal of the term, the following shall apply: If the expiring term is one year or longer, and if Tenant has already paid the rent for the last month of the term, and if Tenant tenders payment to the Landlord in an amount equal to the rent for the last month of the term, or if Tenant remains in possession of the Premises after the expiration of that term, the Landlord may, at the Landlord's option, extend the term by one (1) year by sending notice to the Tenant of such decision. Acceptance of such payment by the Landlord without giving such notice shall create a lease on the same terms and conditions as this Lease except that the term shall be month-to-month and the number of days in **Section 21(c)** (TERMINATION, CASUALTY, and EMINENT DOMAIN) shall be deemed to be ten (10) instead of twenty-five (25). Acceptance of such payment or extension of the Lease shall not constitute a waiver of past-due rent or of any other rights of the parties. This Section is not intended to limit the Tenant's rights under **Section 6**

(EXTENSION OF LEASE TERM), and **Section 6** (EXTENSION OF LEASE TERM) is not intended to limit the Tenant's rights under this Section.

24. E-VERIFY REQUIREMENTS. If this lease is subject to NCGS 143-133.3, the contractor and the contractor's subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the N. C. General Statutes. In this section 37, the words "contractor," "contractor's subcontractors," and "comply" have the meanings intended by NCGS 143-133.3.

25. IRAN DIVESTMENT ACT CERTIFICATION. Each party to this contract certifies for itself that as of the date that this contract is entered into, it is not identified on the Iran List. It is a material breach of contract for a party to be identified on the Iran List during the term of this contract or to utilize on this contract any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section, "Iran List" means the Final Divestment List – Iran, the Parent and Subsidiary Guidance– Iran list, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 147-86.58 of the N.C. Iran Divestment Act.

26. ADDRESSES. NOTICES. Notices to the Tenant shall be in writing and sent to it at the address:

City Manager's Office, 101 City Hall Plaza, Durham, NC 27701

Notices to the Landlord shall be in writing, and such notices and rent payments shall be sent to:

County Manager's Office, 200 E. Main Street, Durham, NC 27701

27. INTERPRETATION. Unless the context requires otherwise, the singular includes the plural, and vice versa. "Including" and "included" mean including or included but not limited to. Section headings are not for interpretation of this Lease. In **Section 2** (TERM), if the period stated conflicts with the expiration date stated, the period shall control. In case of conflict, **Section 21(c)** (INDEMNIFICATION) controls over **Section 8 (b)** (CONDITION OF PREMISES AND REPAIRS), which in turn controls over

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties executed this Lease as of the date written above.

LANDLORD:

_____ **OF DURHAM**

BY: _____

ATTEST:

BY:

CLERK _____

TENANT: _____ **OF DURHAM**

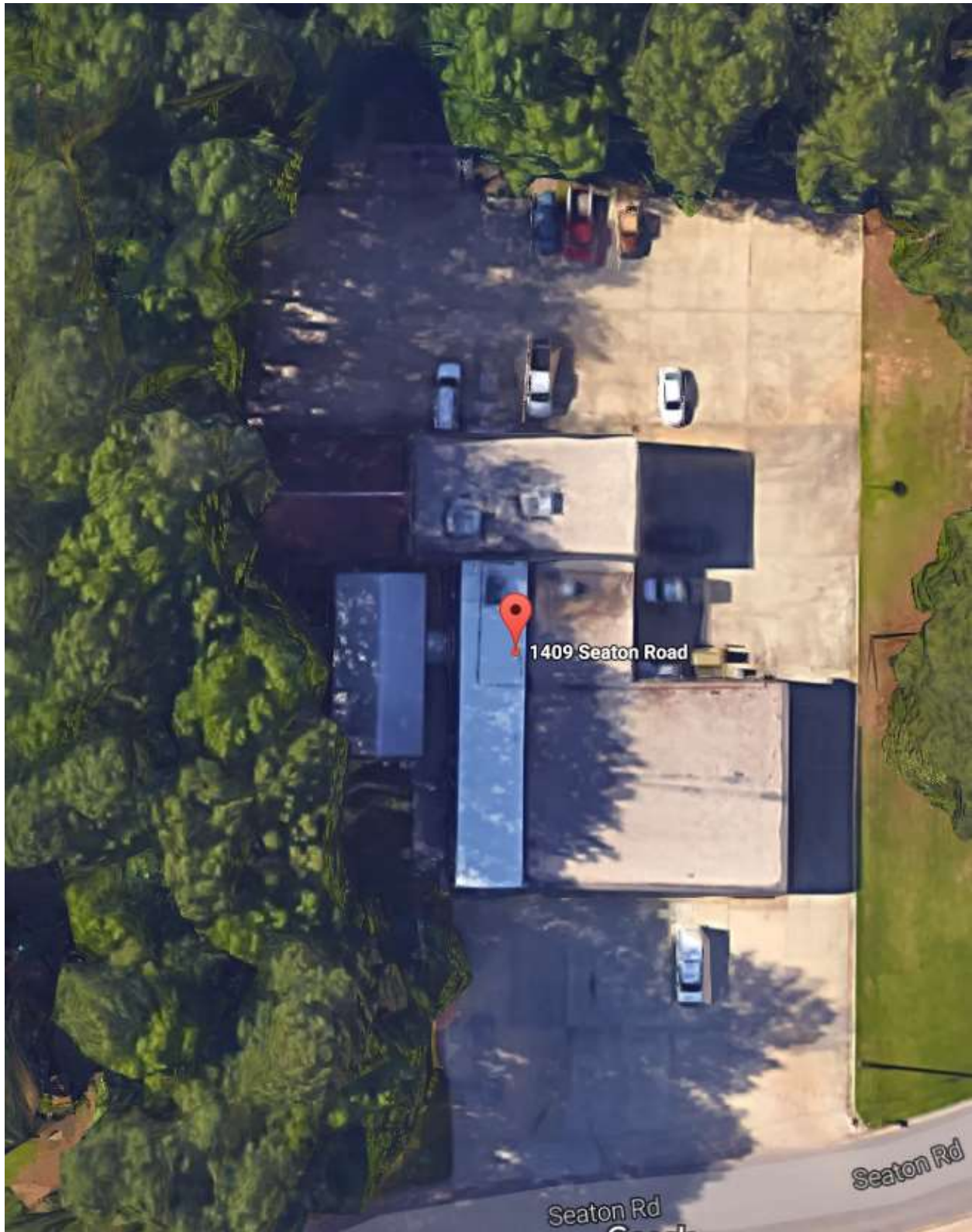
BY: _____

ATTEST:

By:

CLERK _____

Station 83, 1409 Seaton Road Durham, NC 27713



**Appendix E-2
Lease of Fire Station 81**

**NORTH CAROLINA
DURHAM COUNTY**

LEASE OF NON-RESIDENTIAL PROPERTY

This Lease is made as of the **1st** day of **July, 2018**, between the City of Durham ("City") and the **County of Durham** ("County").

1. GRANT. The Landlord hereby leases to the Tenant, and the Tenant accepts, a certain parcel of land together with the improvements thereon and the fixtures therein, known as **Fire Station #81 located at 4716 Old Page Road** in the County of Durham, North Carolina ("the Premises"). The Premises are located in the City of Durham and also shown in **Exhibit A** attached hereto.

2. TERM. This Lease is for a period of **5 year(s)** beginning **July 1, 2018** and expiring **June 30, 2023**.

3. RENT. The Tenant shall pay to the Landlord as rent the sum of **\$0.00** for each year of the term.

4. PURPOSE. The Tenant may not use the property for any purpose other than:
 Commercial Industrial Other: **_Emergency response for fire protection, rescue, first responder, and training.**

a. Tenant will maintain and may upfit the premises.

b. Tenant will pay for all repairs, maintenance, and upfit costs directly to the appropriate vendor and vendor shall meet all of Durham requirements including providing appropriate Certificates of Insurance.

5. RETURNED CHECKS. Inapplicable.

6. EXTENSION OF LEASE TERM. The Tenant has the option to extend this lease by four (4) additional renewal terms of one (1) year each by sending notice to the Landlord at least ninety (90) days before the expiration of the term and by mutual agreement/consent of both parties. The lease terms shall expire in the absence of such notice.

7. TERMINATION OF LEASE TERM. Part "a" of **Section [21]** (TERMINATION, CASUALTY, AND EMINENT DOMAIN)

applies to this Lease. does not apply to this Lease.

8. CONDITION OF PREMISES AND REPAIRS. (a) The Tenant having inspected the Premises, it is agreed that they are in good repair and are fit as of the beginning of the term. The Tenant shall

immediately notify the Landlord of all damage to the Premises, need for repairs, and situations that might reasonably be expected to result in damage. This Lease does not give Tenant any authority either to obligate the Landlord to pay any third party for any labor or materials or to suffer liens to be placed on the Premises. (b) Tenant shall be responsible for damage to the Premises caused by all negligent, willful, or intentional acts and omissions by the Tenants and any of Tenant's agents, invitees, licensees, and contractors. Tenant shall not allow any "Environmental Contamination" (defined in **Section [19] (INDEMNIFICATION)**) below to be released onto the Premises by itself or its agents, contractors, invitees, or licensees, and Tenant shall cleanup said releases if they occur. (c) Tenant shall at its expense maintain principal structure members, and exterior masonry walls, if any, not including windows, of the building located on the Premises. Additionally, Tenant will provide for the Premises roof to be leak-free and the Premises HVAC system to be in working order at inception of the lease term. **Tenant shall make all other repairs and replacements needed to keep the building and its systems (including the HVAC, plumbing, electrical wiring, appliances, painting, glass, and all equipment) in good condition and state of repair.** Provided there is compliance with applicable laws and regulations of governmental authorities and upon prior written approval of the Manager or his designee, the Tenant shall have the right to make additions, modifications, and improvements to the Premises, provided that the costs of these additions, modifications, and improvements shall be paid for by the Tenant and shall, when made, become a part of the Premises.

9. USE AND CARE OF THE PREMISES. The Premises shall not be used in any way that exposes the improvements to any unreasonable risk of damage from fire. Without written permission from the Landlord, the Tenant shall not permit or keep any kerosene or gasoline on the Premises unless in properly constructed tanks attached to motor vehicles. The Tenant shall keep the Premises in a presentable condition, including clean of trash and garbage and the lawn, if any, mowed. The Tenant shall not use or allow the use of any illegal drugs on the Premises. No trees or shrubbery shall be removed without first obtaining written permission from the Landlord. The Tenant shall not violate any lawful requirements of all public authorities regarding use of the Premises, including applicable zoning and building codes. No animals may be kept on the Premises without the Landlord's written consent.

10. ALTERATIONS. FIXTURES. Tenant shall not paint or alter the Premises without the Landlord's written consent. Any such work must be done a workmanlike manner. Tenant may, prior to the expiration of the term of this Lease, remove from the Premises any fixtures that Tenant may have installed, whether affixed or not; provided, however, that any damages done to the Premises by the installation of such fixture or by such removal will be repaired at Tenant's expense. Any fixtures remaining in the Premises after the expiration of the term shall be the property of the Landlord. Any improvements and repairs to the Premises, unless removed pursuant to this Section, shall inure to and be to the benefit of the Landlord.

11. KEYS. The Tenant shall not add or change any locks without the Landlord's consent. At the end of the term, the Tenant shall give to the Landlord all keys that Tenant has for the Premises.

12. UTILITIES. The Tenant shall pay all proper charges for all utilities, including oil, gas, electricity, water, sewer, garbage pickup, cable, and telephone.

13. POSSESSION. The Landlord shall not be liable for its failure to deliver possession because of a cause beyond its reasonable control, including holdover by a previous tenant. However, the rent shall be prorated to reduce the rent for the period during which the Landlord fails to deliver possession.

14. ASSIGNMENT AND SUBLETTING. The Tenant may neither assign nor sublet either any rights in, or any part of, the Premises without the written consent of the Landlord, which shall not be unreasonably withheld. The Tenant shall remain liable to the Landlord under this Lease regardless of assignments or subleases.

15. TAXES AND INSURANCE. During the term of this lease, the Landlord shall pay all taxes and assessments imposed on the Premises. Any insurance that the Landlord may obtain on the Premises is for the benefit of the Landlord, not the benefit of the Tenant. Landlord shall not provide either any liability insurance to protect Tenant or insurance against loss or damage to Tenant's property. Tenant must provide a current Certificate of Insurance which shall be shown in **Exhibit C** attached hereto.

16. ACCESS. The Landlord shall keep keys to the Premises. The Landlord and its agents and contractors may enter the Premises, including the interior, in case of emergency or with the consent of the Tenants. Without limiting its rights under the preceding sentence, the parties agree that the Landlord and its agents and contractors may enter the Premises, excluding the interior, during daylight hours to make surveys, repairs, improvements, inspections, and do other work. During the last ten weeks of the term and until the Premises have been rented beyond the term or sold, Tenant shall permit Landlord to show the Premises, including the interior, to prospective tenants or purchasers, from 8:00 AM - 4:30 PM, Monday - Friday. The Landlord may place and maintain for sale and for rent signs on the Premises.

17. VACATING. (a) The Tenant shall surrender vacant possession of the Premises on or before the end of the term. Time is of the essence in complying with the preceding sentence. (b) On vacating the Premises, the Tenant shall see that all utilities are paid in full and disconnected (unless other arrangements are made with the Landlord), that the Premises (including, if applicable, plumbing fixtures, stoves, refrigerators, and sinks) are clean, that the doors and windows are closed and locked, and that all other provisions of this Lease are complied with. So that Landlord may provide security to the Premises after the Premises are vacant and may use the Premises for its purposes, Tenant shall notify Landlord in advance of the expected date that the Premises will become vacant and shall also notify Landlord within one working day after the Premises actually become vacant. This subsection "b" applies even if Tenant vacate before the end of the term. (c) If the Tenant fails to comply with its obligations under this Section, Tenant shall be liable for resulting damages suffered by the Landlord, including, if applicable, the inability to use the Premises for the purposes for which the Landlord has provided notice to the Tenant, which notice may be given before or during the term.

18. DEFAULT. (a) If the Tenant fails to pay the rent when due or fails to perform any other material obligation under this Lease, or if a material purported fact in the Tenant's rental application is substantially false, or if a bankruptcy case designating Tenant as a debtor is commenced or Tenant is made the subject of insolvency proceedings, and such failure, event, or condition continues for ten(10) days after notice of such failure, event, or condition is sent, then the Landlord may at any time (i) terminate this Lease and cause the Tenant's estate to be ceased, or (ii) terminate the Tenant's right to possession of the Premises without causing the Tenant's estate to be ceased or terminating this Lease. In either event, the Tenant shall deliver possession of the Premises to the Landlord. In addition, the Landlord may reenter and take possession in accordance with legal procedures. If the Landlord terminate this Lease, the Tenant shall be liable for accrued rent, damages resulting from the Tenant's breach, and other accrued obligations and liabilities. If the Landlord terminates the Tenant's right to possession without terminating the Lease, this Lease shall remain in effect, and the Landlord shall make reasonable efforts to re-let the Premises on the Tenant's behalf. Tenant shall compensate the Landlord for the costs and expenses of such efforts. (b) The Landlord's waiver of or failure to exercise or enforce any of its rights under this Lease shall not constitute a waiver of any right thereafter. The Landlord's rights under this Section are in addition to other rights under this Lease or as provided by law.

19. INDEMNIFICATION. (a) To the maximum extent allowed by law, Tenant shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Lease or out of the use or occupancy of the Premises pursuant to this Lease, including for Environmental Contamination. In performing its duties under this subsection "a", Tenant shall at Tenant's sole expense defend Indemnitees with legal counsel reasonably acceptable to Landlord. (b) Definitions. As used in subsections "a" and "c" of this Section --

"Charges" means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, settlements, and expenses (included within "Charges" are interest and reasonable attorneys' fees assessed as part of any such item).

"Environmental Contamination" means petroleum products (including oil, gasoline, and kerosene), hazardous wastes, hazardous substances, hazardous materials, toxic substances, toxic wastes, hazardous air pollutants, and toxic pollutants, as those terms are used in any federal, state, or local laws, rules, regulations, codes, and ordinances, as amended from time to time. "Indemnitees" means Landlord and its officers, officials, independent contractors, agents, and employees, and does not include Tenant. (c) Limitations of Tenant's Obligation. Subsection "a" of this Section shall not require Tenant to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

20. ADA. If Tenant receives any notice or document (i) which alleges any violation of the Americans with Disabilities Act ("ADA") relating to the Premises, or (ii) which pertains to any claim made or threatened relating to the Premises regarding alleged noncompliance with the ADA, or (iii) which pertains to any governmental or regulatory action or investigation instituted

or threatened relating to the Premises regarding alleged noncompliance with the ADA, Tenant shall, within ten (10) days after receipt of such notice or document, provide the Landlord with a copy.

21. TERMINATION, CASUALTY, AND EMINENT DOMAIN. (a) If the term ends early, and if Tenant has paid rent in advance, it shall be entitled to a prorata refund for the rent attributable to the time after the end of the term. (b) If fire or other casualty renders the Premises uninhabitable, and if the casualty is not the fault of Tenant or any person for whose acts or omissions Tenant is liable, and if Landlord cannot or does not make the Premises reasonably useable for Tenant's purposes within ten (10) days afterwards, Tenant may, by sending notice to the Landlord within fifteen (15) days of the casualty, terminate the term effective as of the date of the casualty. (c) If fire or other casualty substantially damages the Premises, and if the casualty is not the fault of Tenant or any person for whose acts or omissions Tenant is liable, and if Landlord cannot or does not substantially repair the Premises within twenty (20) days afterwards, Tenant may, by sending notice to the Landlord within twenty-five (25) days of the casualty, terminate the term effective as of the date of the casualty. (d) If fire or other casualty renders the Premises unusable for the Tenant's purposes, the Landlord may, by sending notice to the Tenant within twenty (20) days of the casualty, terminate the term effective as of the date of the casualty. (e) If an authority with the power of eminent domain acquires an interest in the Premises that substantially affects their use for Tenant's purposes, Tenant may, by sending notice to the Landlord within thirty (30) days of the taking of possession by the authority, terminate the term effective as of the date of the taking of possession by the authority. (f) Each subsection of this Section is intended to be independent of the other subsections of this Section.

22. EFFECTS ON OTHER RIGHTS. The Landlord shall not be liable for any loss or damage occurring to the personal property of Tenant, except through the intentional act of the Landlord, and except as otherwise provided by law or this Lease. Nothing in this Lease shall limit the City or County of Durham's governmental powers regarding the Premises, including eminent domain, zoning, subdivision, and police.

23. RENEWAL. If the parties fail otherwise to agree in writing respecting the extension or renewal of the term, the following shall apply: If the expiring term is one year or longer, and if Tenant has already paid the rent for the last month of the term, and if Tenant tenders payment to the Landlord in an amount equal to the rent for the last month of the term, or if Tenant remains in possession of the Premises after the expiration of that term, the Landlord may, at the Landlord's option, extend the term by one (1) year by sending notice to the Tenant of such decision. Acceptance of such payment by the Landlord without giving such notice shall create a lease on the same terms and conditions as this Lease except that the term shall be month-to-month and the number of days in **Section 21(c)** (TERMINATION, CASUALTY, and EMINENT DOMAIN) shall be deemed to be ten (10) instead of twenty-five (25). Acceptance of such payment or extension of the Lease shall not constitute a waiver of past-due rent or of any other rights of the parties. This Section is not intended to limit the Tenant's rights under **Section 6**

(EXTENSION OF LEASE TERM), and **Section 6** (EXTENSION OF LEASE TERM) is not intended to limit the Tenant's rights under this Section.

24. E-VERIFY REQUIREMENTS. If this lease is subject to NCGS 143-133.3, the contractor and the contractor's subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the N. C. General Statutes. In this section 37, the words "contractor," "contractor's subcontractors," and "comply" have the meanings intended by NCGS 143-133.3.

25. IRAN DIVESTMENT ACT CERTIFICATION. Each party to this contract certifies for itself that as of the date that this contract is entered into, it is not identified on the Iran List. It is a material breach of contract for a party to be identified on the Iran List during the term of this contract or to utilize on this contract any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section, "Iran List" means the Final Divestment List – Iran, the Parent and Subsidiary Guidance– Iran list, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 147-86.58 of the N.C. Iran Divestment Act.

26. ADDRESSES. NOTICES. Notices to the Tenant shall be in writing and sent to it at the address:

City Manager's Office, 101 City Hall Plaza, Durham, NC 27701

Notices to the Landlord shall be in writing, and such notices and rent payments shall be sent to:

County Manager's Office, 200 E. Main Street, Durham, NC 27701

27. INTERPRETATION. Unless the context requires otherwise, the singular includes the plural, and vice versa. "Including" and "included" mean including or included but not limited to. Section headings are not for interpretation of this Lease. In **Section 2** (TERM), if the period stated conflicts with the expiration date stated, the period shall control. In case of conflict, **Section 21(c)** (INDEMNIFICATION) controls over **Section 8 (b)** (CONDITION OF PREMISES AND REPAIRS), which in turn controls over

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties executed this Lease as of the date written above.

LANDLORD:

_____ **OF DURHAM**

BY: _____

ATTEST:

BY:

CLERK _____

TENANT: _____ **OF DURHAM**

BY: _____

ATTEST:

By:

CLERK _____

Station 81, 4716 Old Page Road Durham, NC 27703



Appendix F – Future Locations for Durham Fire Stations 17, 18, and 19

*Dark blue lines indicate Durham City Limits

STATION 17 (Doc Nichols Rd. near Leesville Rd.)



STATION 18 (Herndon Rd. at Stinhurst Dr.)

