

STATE OF NORTH CAROLINA  
COUNTY OF DURHAM

**INTERLOCAL AGREEMENT FOR PLANNING, DESIGNING, CONSTRUCTING,  
PROGRAMMING AND SHARING OF A FIRE STATION/EMS FACILITY IN  
SOUTHERN DURHAM COUNTY**

**THIS AGREEMENT made and entered into this the 27th day of January, 2022, by and between Durham County, a political subdivision of the State of North Carolina, hereinafter called (“the County”) and the City of Durham, a North Carolina municipal corporation hereinafter called the (“the City”) both may be referred to in this Agreement as “Party” or collectively “the Parties.”**

**WITNESSETH:**

**WHEREAS**, the Durham City Council has decided to extend firefighting services to cover the Fairfield area of Southern Durham County, North Carolina with the design and construction of Durham Fire Station 18 on Herndon Road; and

**WHEREAS**, the Durham County Board of Commissioners desires to provide the highest level of emergency medical services (EMS) possible by the most effective and efficient means possible to residents in the Fairfield / Herndon Road area, Southern Durham County, North Carolina; and

**WHEREAS**, the Parties have agreed to combine both Firefighting and EMS service needs within the same Durham Fire Station 18 facility, hereinafter referred to as the “Facility” or just “Station 18”; and

**WHEREAS**, the City is the owner of a parcel of land designated as Parcel Id. No. 149657 and the City has determined to utilize said parcel as the construction site for the Facility; and

**WHEREAS**, the City is owner of the land and will be owner of the Facility once constructed; and

**WHEREAS**, it is the desire of the County to work with the City to co-locate within the Facility so that it can also be utilized for emergency medical services, and the County has agreed to share in the costs of planning, designing, constructing, programming, and operating of the Facility in the area; and

**WHEREAS**, to insure the most efficient use of the Facility, resulting in savings in the overall costs of the Facility, the City and the County desire to enter into this Agreement to finalize the programming and planning and to determine the apportionment of costs of constructing and operating the Facility; and

**WHEREAS**, the estimated cost of the design and construction of Facility is expected to be EIGHT MILLION, FOUR HUNDRED FORTY-FOUR THOUSAND, NINE HUNDRED SIX DOLLARS (\$8,444,906.00); and

**WHEREAS**, this Agreement is entered into pursuant to North Carolina General Statutes, Article 23, of Chapter 153A and Article 20, Part 1 of Chapter 160A.

**NOW, THEREFORE**, in consideration of the mutual goals and promises contained herein, and the mutual benefits to result therefrom, the Parties agree as follows:

**I. DEFINITIONS:**

- A. "County EMS" – refers to the County Emergency Medical Services Division, which County entity will occupy and share in the use and responsibilities of the Premises in accordance with the terms of this Agreement.
- B. "County EMS Cost" – refers to the County's share of the costs of designing and constructing the Facility, which costs are to be reimbursed by the County to the City for completion of construction of the Facility.
- C. "OES Director" – refers to the County Director of the Office of Emergency Services.
- D. "EMS Space" – refers to the space within the Facility dedicated primary for the use by County EMS, which space includes: EMS Apparatus Bays, Day Room, Drug Storage, Circulation Space, Linen Storage, Toilet/Shower, General Storage, EMS Office, Data/Storage and Kitchen.
- E. "Facility" or "Station 18" – refers to the improvements to be built upon the Property, namely the Durham Fire & EMS Station 18, which is depicted in a schematic rendering provided as Exhibit A, titled "Durham Fire & EMS Station No. 18".
- F. "Fire Chief" – refers to the City of Durham Fire Chief.
- G. "Fire Department" – refers to the City of Durham Fire Department, which department will be the primary occupant of the Facility.
- H. "Fire Department Space" – refers to the space within the Facility dedicated primarily for use by the Fire Department, which space includes all areas and spaces within the Facility not designated as an EMS Space or Shared Space.
- I. "Operational Date" – refers to the date of issuance by the City/County Inspections Department of a certificate of completion authorizing beneficial occupancy of the Facility.
- J. "Premises" – refers to the Property together with the constructed and completed Facility.

- K. Property – refers to the unimproved real property owned by the City having a Durham County Parcel Id. No. 149657 and address of 6919 Herndon Road, Durham, North Carolina, 27713. The Facility is to be constructed upon the Property.
- L. “Shared Space” – refers to the areas within the Facility that are intended for use by personnel of both the Fire Department and the County EMS, which areas include: the Safe Haven Lobby, Riser, Fitness Room, Mezzanine, Electric, and Storage.

**II. BACKGROUND AND PURPOSE:** The Parties have negotiated the terms of this Agreement to complete the design and construction of the Facility on the Property and have established terms of joint use and occupancy of the Premises. The City is the record owner of the Property and will remain the sole property owner of the entire Premises, including the Facility, after completion of the construction. County EMS and Durham County Engineering and Environmental Services have participated with the City’s General Services Department in the planning and design of a portion of the Facility to be allocated for use by County EMS as an emergency response facility. The remainder of the Facility is to be used by the Fire Department as Durham Fire Station 18. It is the intent of this Agreement that County EMS have exclusive use and rights to the EMS Space. By this Agreement, the Parties define the ways they will share in the financial costs of design and construction of the Facility; share responsibility, authority and accountability for the operational use, maintenance, and repair of the Facility; and agree to terms of separation in case either Party terminates this Agreement early.

**III. DESIGN, CONSTRUCTION AND UTILIZATION OF THE FACILITY:** The Parties have agreed upon the preliminary design and facility programming for Station 18. The schematic representation of the Facility is attached as Exhibit A. The floor plan is shown on Exhibit B “Durham Fire & EMS Station No. 18 – Floor Plan”. County EMS shall have rights to access and use the designated EMS Space of the Facility. The Fire Department Space is designated for use by Fire Department personnel. The Shared Space is accessible to both County EMS and Fire Department personnel. The Facility shall include appropriate conspicuous signage indicating both Fire Department and County EMS occupation and use. Signage must be approved by both Parties. The Facility will be used for Fire Department and EMS services only. If either Party desires to repurpose the Facility in the future, the execution of an amendment or new agreement will be required.

- A. Design and Construction of the Facility -- The City Council has authorized the approval of the design and construction contract for the Facility with a design-builder. The City shall have sole responsibility for the design and construction documents and final approval of a development plan for the Facility. The City shall have sole responsibility for contracting for the services identified above. A County representative has served on the project design development committee representing the requirements of County EMS. The Facility development plan with costs estimates, funding apportionments, and development schedules shall be presented to the City Council for approval. Staff representatives of both the City and County have negotiated and agreed on a final design and construction budget for the Facility. The City agrees to provide the requisite project management services during construction.

- B. Joint Operation and Use of the Facility – Upon establishment of the Operational Date, the City shall deliver to County EMS access to the Facility in accordance with the terms of the “Joint Utilization Agreement between the City of Durham Fire Department and Durham County Emergency Medical Services,” attached hereto as Exhibit C (hereinafter referred to as “Joint Use Agreement”). The purpose of the Joint Use Agreement is to outline the use and operational rights and responsibilities of the Parties within the Premises. The City shall occupy approximately 8,534 square feet of the Facility for Fire Department purposes (the “Fire Department Space”) and the County shall have exclusive use and rights to occupy 3,592 square feet of the Facility for County EMS purposes (the “EMS Space”), subject to the terms of this Agreement. City and County shall share the remaining 1,192 square feet of the Facility (“Shared Space”). It is agreed that the Fire Department shall have a seventy three percent use (73%) of the entire square footage and County EMS shall have a twenty seven percent (27%) use of the total square footage and all costs for the Facility (including site acquisition, design, construction, operations, and maintenance) shall be apportioned accordingly.

The County will also provide an additional cost share for Fire Services provided by the Durham Fire and Rescue Service Tax District as identified in the existing ILA for fire protection services in the southern portion of the County effective July 1, 2018. This additional amount shall be a share cost of 18% for the County and 82% for the City of the 73% of Facility square footage identified for Fire Department purposes.

#### **IV. APPOINTMENT OF PERSONNEL INTERPRETATION OF JOINT USE**

**AGREEMENT:** The City Manager shall designate persons to carry out the City's obligations under this Agreement. The County Manager shall designate persons to carry out the County's obligations under this Agreement. The Fire Chief and the OES Director are authorized by the City and County, respectively, to interpret the Joint Use Agreement (Exhibit C) on behalf of the Parties. In the case of ambiguities or conflicts with the implementation of the Joint Use Agreement, the Fire Chief and OES Director shall resolve such ambiguities or conflicts by issuance of a joint written interpretation or modification of the Joint Use Agreement. The Fire Chief and OES Director shall be authorized to make modifications to the Joint Use Agreement without higher level approvals, so long as such modifications are made in the best, collective interest of both the City Fire Department and County EMS and do not conflict with the terms of the main body of this Agreement, which terms shall be controlling.

#### **V. METHOD OF FINANCING. OPERATION, AND MAINTENANCE:**

- A. The City will pay the full costs of designing and constructing the Facility. County will reimburse the City for the County EMS Cost within forty-five (45) days of being invoiced by the City pursuant to a payment schedule to be determined by both Parties. Currently, the City intends to invoice the County at the following milestones: (i) at completion of design / pre-construction, (ii) at 50% completion of construction, and (ii) at 100% completion of construction. The methodology used to determine the final County EMS Cost shall be based upon the detailed line item project costs spreadsheet attached hereto as Exhibit D, titled “City of Durham Fire Dept. and Durham County EMS – Cost Sharing Methodology” (hereinafter “Cost Sharing Spreadsheet”). The

Parties agree that the costs provided in Exhibit D represent the current estimate of the County EMS Cost. The City agrees to seek County review and obtain County approval of any design or construction changes once construction has begun. After the Operational Date has been established and the City has made final payment to the design-builder for the design and construction of the Facility, the City shall present to the County a final Cost Sharing Spreadsheet in the form of Exhibit D, with the actual costs incurred by the City ("Final Cost Sharing Spreadsheet"). Payment shall be made to the City by the County based upon the Final Cost Sharing Spreadsheet. The County agrees that the County EMS Cost shown on Exhibit D may vary from the actual County EMS Cost provided in the Final Cost Sharing Spreadsheet based upon actual bids received, unforeseen expenses, value engineering or other reasonable variables.

- B. The Joint Use Agreement sets forth the terms and conditions associated with the City's and County's share of operating and maintenance costs to be paid by each party based on the percentage of occupied square footage and one-half of the square footage of Shared Space in the Facility.

**VI. DURATION, TERMINATION, AND PROPERTY DISPOSITION:** The term of this Agreement shall commence upon execution by all Parties hereto and shall terminate forty (40) years from the Operational Date, unless extended in writing by the Parties. This Agreement may be terminated sooner, with sixty (60) days prior written notice to the non-terminating party, in accordance with the provisions below:

A. Prior to Payment of County EMS Cost –

- (i) City Notice of Termination -- If the City terminates prior to payment of the County EMS Cost, the City shall reimburse the County for all reasonable and actual, direct costs incurred up to the date of termination by the County in planning and negotiating this Agreement with the City. The City shall not be responsible or liable for any indirect or consequential costs or damages to the County for terminating prior to payment of the County EMS Cost.;
- (ii) County Notice of Termination -- If the County terminates prior to payment of the County EMS Cost, the County shall pay the City all reasonable and actual, direct costs incurred (as a result of the termination) up to the date of termination, including the cost of all contractual obligations extending beyond the date of termination, but originally assumed by the City in reliance of this Agreement. Such contractual obligations may include any and all costs of design and completion of the County EMS Space within the Facility.

- B. After Payment of County EMS Cost – After the County pays the County EMS Cost to the City, the County shall have an interest in the EMS Space and the Shared Space for the term of this Agreement, or for a period of 40 years from the Operational Date. Either Party may terminate after notice of default and material breach of the Agreement by the other Party ("Defaulting Party"). However, no default by either party hereto shall result in a termination or limitation of any rights of such party hereunder unless and until the other party shall have notified the Defaulting Party in writing of said default, and the



Defaulting Party shall have failed to cure said default within sixty (60) days after the receipt of said written notice provided. However, if the default cannot, by its nature, be cured within such sixty (60) day period, but 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 default remains uncured for more than ninety (90) days after the initial delivery of the other party's original default notice ("Date of Default").

- (i) Remedies Available to the City – If the Agreement is terminated for default by the County, the City's remedies shall be limited to the reasonable and actual cost incurred by the City to remedy the default and material breach of the County, including the costs associated with re-purposing the EMS Space to be used for City purposes. Such cost may include signage replacement, security infrastructure and access modifications and other interior tenant up fit costs.
- (ii) Remedies Available to the County – If the Agreement is terminated for default by the City, the County's remedies shall be limited to the Remaining Balance Fee (defined below) and the reasonable and actual cost incurred by the County to remedy the default and material breach of the City, including the reasonable costs of relocating its County EMS operations that were housed in the EMS Space of the Premises to a comparable location and facility reasonably acceptable to the County. For purposes of this Section VI. B. (ii) notice to the County by the City of the sale of the Premises shall constitute a default under the Agreement. However, if the City ever contemplates selling or vacating the Premises, including the Facility (during the term of the Agreement), any such offer to sell shall be subject to continued use of the EMS Space by the County (for the remainder of the term) and the City shall first be required to negotiate in good faith with the County for the sale, lease, or exchange of the Premises pursuant to G.S. 160A-274 before making any offer to a third party.

The Remaining Balance Fee referenced in this Section VI. B. (ii) shall be the non-inflation adjusted final County EMS Cost prorated over the time remaining of the 40-year term from the Date of Default and termination ("Remaining Balance Fee"). For example, if the City's Date of Default is exactly 20 years from the Operational Date, and the County EMS Cost was \$1,200,000.00, the City would owe the County a Remaining Balance Fee equal to 50% of the final County EMS Cost, or \$600,000.00. If the City's Date of Default was 30 years from the Operational Date (with 10 years remaining), and the County EMS cost was \$1,200,000.00, the City would owe the County a Remaining Balance Fee equal to 25% of the final County EMS Cost, or \$300,000.00.

- C. Termination due to Fire, Explosion or other Disaster (hereinafter "Casualty") – If the Premises is destroyed or rendered unusable by either party or both due to a Casualty, without cause or negligence by the parties, each party shall bear and assume its own cost for loss and damage(s) resulting from the Casualty. If one party is responsible for the damages to the Premises (whether directly or through negligence) due to a Casualty, the responsible party shall be liable to the other party for reasonable actual damages incurred

by the other party due to the Casualty.

**VII. MISCELLANEOUS:**

- A. Headings. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- B. Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.
- C. Amendments. No modification or amendments of this Agreement will be valid or binding upon any Party unless in writing and signed by the Party against whom the modification or amendment is asserted.
- D. Entire Agreement. This Agreement, including any attachments shall constitute the entire understanding between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- E. State Law Provisions.
  - (i) E-Verify -- The Parties agree that this Agreement is subject to the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and any contractor, subcontractor performing services because of this Agreement shall be required to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
  - (ii) The Parties by executing this Agreement certify that as of the date of this Agreement they are not on the Final Divestment List as created by the State Treasurer pursuant to North Carolina General Statute 147-86.58 and they are in compliance with the requirements of the Iran Divestment Act and North Carolina General Statute 147-86.59. They shall not utilize in the performance of this Agreement any subcontractor that is identified on the Final Divestment List.

IN WITNESS WHEREOF, the perspective Parties have approved this Agreement and have caused it to be signed by the City Manager by approval of the City Council and by the County Manager by approval of the Board of County Commissioners and duly attested, the year and day first written above.

CITY OF DURHAM

BY:

ATTEST:

CLERK



COUNTY OF DURHAM

BY:

ATTEST:

CLERK:

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

Susan Tezai  
Susan Tezai, Durham County Chief Financial Officer

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

Christine Cellier  
City of Durham Chief Financial Officer  
Assistant



**ELECTRONIC ROUTING APPROVAL FORM  
FOR CONTRACTS TO BE EXECUTED WITH INK AND PAPER  
(THIS IS NOT A CONTRACT DOCUMENT)**

[Use this form when the City Manager or a designee is to sign a contract with pen and ink on paper and you need to track the document through the Onbase contracting system before obtaining the required ink signatures.

Here's what to do:

1. When ready to scan the paper contract to be executed with ink pen, print out this tracking form on a single page and make it the **LAST** page of your scanned contract document. Indicate for the approvers that his/her "electronic signature" should be placed on **THIS** tracking form page and **NOT** the formal signature page requiring the ink pen signatures.
2. After the contract has been fully approved within Onbase and the electronic "approval" signatures have been provided below by (a) the Finance Officer, (b) City Manager (or designee), and (c) the City Clerk, you may begin to circulate at least 2 original hard-copy contract(s) for final ink pen signatures and acknowledgement.

– Fred Lamar 10-07-2010]

**ONBASE CONTRACTING NO:** 18911

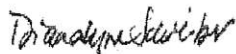
**CONTRACT NAME:** Interlocal Agreement for Planning, Designing, Constructing,  
Programming and Sharing of a Fire Station/EMS Facility in  
Southern Durham County

**The following electronic signatures are required for authorization of  
final ink pen signatures for hard-copy original contracts:**

ATTEST:

CITY OF DURHAM

Attest:



Dianalynn Schreiber  
City Clerk – Durham, NC

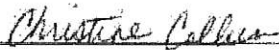




Wanda S. Page  
City Manager

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

preaudit certificate, if applicable



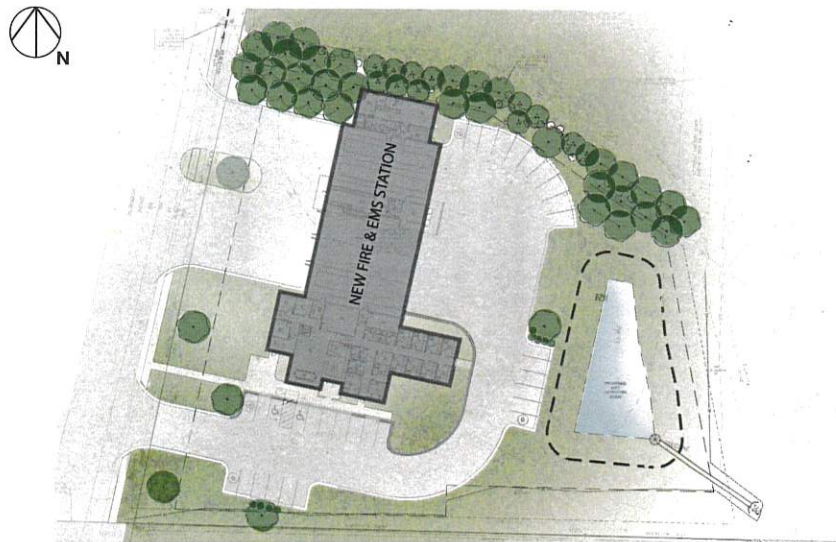
Deputy Finance Officer- Christine Collum  
City of Durham

CITY OF DURHAM & DURHAM COUNTY

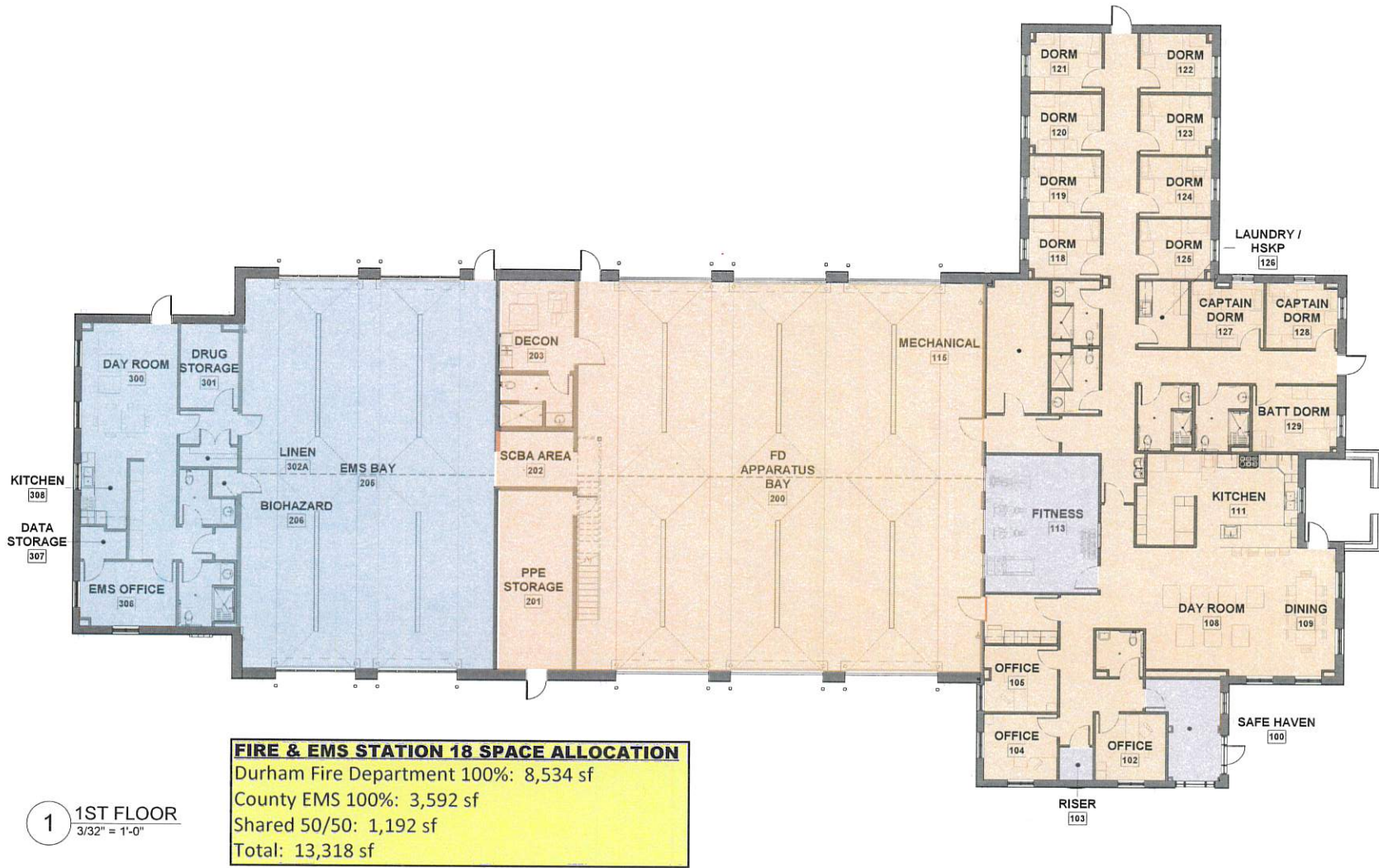
FIRE & EMS STATION 18

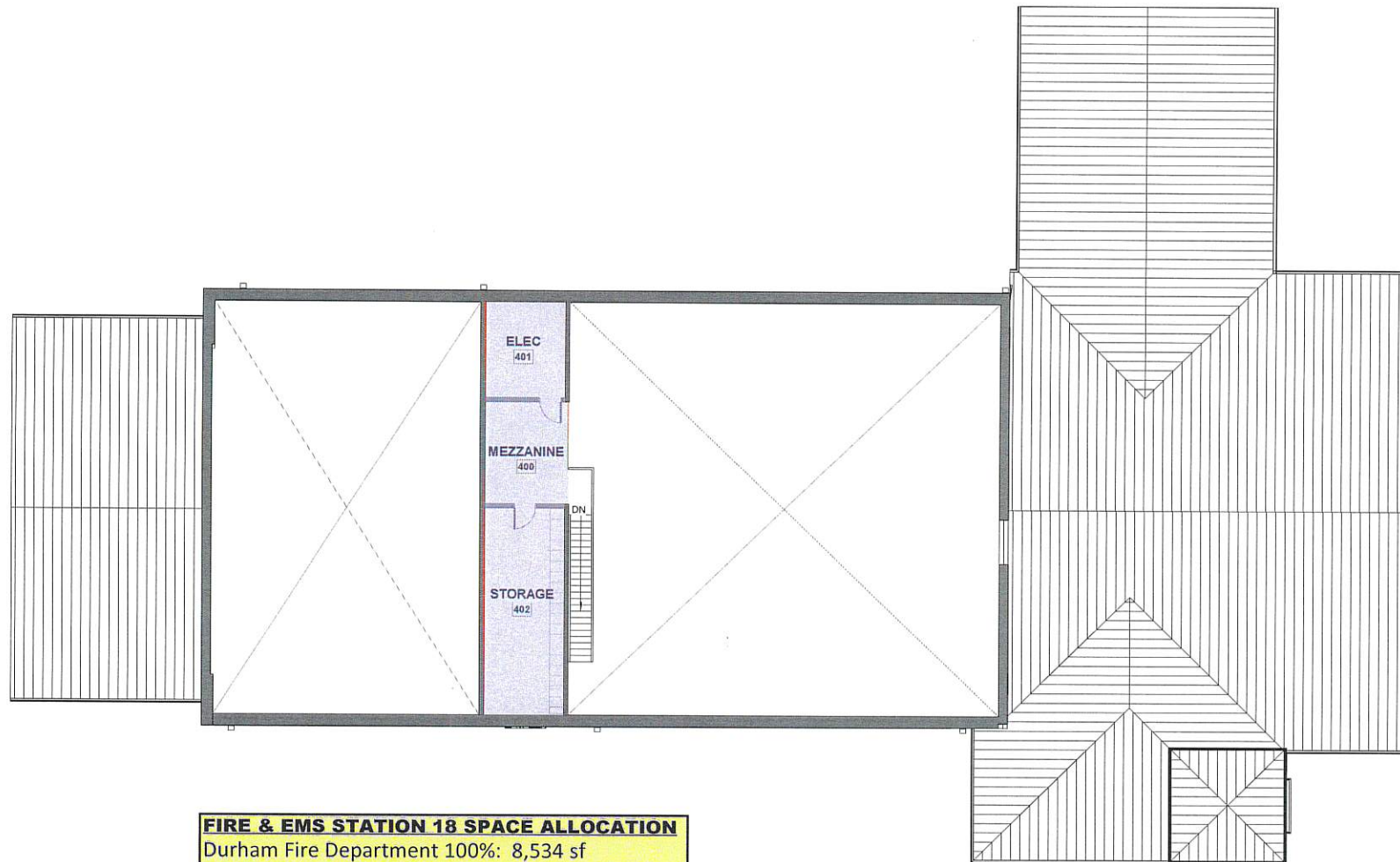


Davis Kane  
ARCHITECTS, P.A.









FIRE & EMS STATION 18 SPACE ALLOCATION	
Durham Fire Department 100%:	8,534 sf
County EMS 100%:	3,592 sf
Shared 50/50:	1,192 sf
<b>Total:</b>	<b>13,318 sf</b>

1 2ND FLOOR  
3/32" = 1'-0"

**EXHIBIT C:**  
**JOINT UTILIZATION AGREEMENT**  
BETWEEN THE

City of Durham Fire Department

AND

Durham County Emergency Medical Services

**I. OCCUPANCY, DEDICATED SPACES AND SHARED USES**

1. Occupancy.

A. Upon the Operational Date, the City of Durham Fire Department shall provide the Durham County EMS with approximately 3,592 square feet of dedicated space within the Facility comprising an office, closets, Day Room, bathrooms, storage, biohazard room, and equipment and apparatus bay space to house County EMS personnel, County EMS response vehicles and related equipment at the Station 18 facility consistent with original programmatic intent as part of the basis of design for the facility and associated facility capacity. The Facility will also provide 1,192 square feet of Shared Space to include a safe haven lobby, fitness room, mezzanine storage, electrical room, and sprinkler riser room.

2. Use and Care of the Premises.

A. The Parties shall comply with all applicable policies, rules, laws and any amendments thereto, which govern employee conduct at the Facility including but not limited to OSHA, NFPA, and EPA rules and regulations. The Parties shall require their respective employees and personnel to immediately report any safety issues related to the occupancy, maintenance or operations of the Facility ("Facility Safety Issues") to the Fire Chief and the OES Director. It shall be the responsibility of both the Fire Chief and the OES Director to resolve any Facility Safety Issues in a manner that best protects the interests of the Parties.

B. The Premises shall not be used in any way that exposes the Facility to any unreasonable risk of damage and any and all uses shall be consistent with the proper care and preservation of public property consistent with the care given by the Fire Department and County EMS at its other facilities.

C. At all times, the Parties shall endeavor to keep their respective spaces and the entire Premises in a clean, organized, presentable and in safe condition. The Parties shall



ensure that any equipment, materials or supplies brought onto the Premises are properly and safely stored when not in use.

- D. Each Party shall be responsible for its own liability risks through either obtaining insurance coverage or by self-insuring these risks. Each Party shall furnish the other Party with evidence of such insurance and of its renewal as the premiums become due. Each Party shall provide the other Party within thirty days' prior written notice of any reduction in coverage or cancellation of such insurance. Both City and County are each responsible for insuring replacement value of their respective personal property.

2. Access to Dedicated Spaces.

- A. The County EMS shall have dedicated space set aside in its Apparatus Bay(s) area for equipment belonging to the County EMS and necessary for the work of their staff. The Facility's exterior vehicle parking areas shall include adequate spaces for County EMS staff and a designated ambulance charging area at the rear of the facility.
- B. Both Parties will have access to the Shared Space in the Premises. Each Party shall quietly have and enjoy those areas of the Facility furnished for their use during the term of this Agreement without hindrance from the other Party. Although County EMS personnel are allowed to access the Fire Department Space in order to enter into and use the Shared Space, EMS personnel are not authorized, without express permission from authorized Fire Department personnel, to access other Fire Department Space such as the Fire Department dorm area. Similarly, except for specially designated City maintenance personnel, the Fire Department personnel are not authorized, without express permission from authorized County EMS personnel, to access the EMS Space.
- C. Except for specially designated City maintenance personnel, which designation shall be provided to the County EMS in writing, the County EMS medication / medical storage room(s) access shall be on restricted access and only County EMS personnel will be granted access to the room.
- D. Durham County shall provide access to its web-based monitoring for security camera video feeds from the safe haven room and apparatus bay area. This access shall be provided for Fire Department provided monitors and computer access to be located in the Fire Department Dayroom. Any additional utility drops needed by either Party will be paid for and installed by the requesting Party.

- E. Dual Locking System Door Access – the only doors of the Facility which will have dual access by both Fire Department and County EMS personnel will be (i) the door from the safe haven lobby that opens into the office area of the Fire Department, and (ii) the rear door of the apparatus bay EMS Space.

## **II. UTILITIES, SUPPLIES AND USE OF PREMISES**

- A. Durham County EMS shall pay to the City of Durham a portion of the Facility's regular utility operating costs based on a square footage ratio of EMS Space as allotted for their use in the Facility (73% Fire and 27% County EMS). The Fire Department will invoice the County EMS quarterly, with reimbursement payment due within 30 days of invoicing. This will commence on the Operational Date and remain in effect until termination of the Interlocal Agreement.
- B. The shared utility and operating costs of the Premises shall include but not be limited to electricity, water, stormwater, gas, sewer, trash and recycling. Shoreline electrical charging for EMS vehicles shall also be included as part of the regular electric utility bill. Internet service will be the responsibility of each Department with the Facility's construction providing the infrastructure to accommodate – i.e. conduits, wiring runs, outlets where designated as needed etc. Cable TV hookup is not part of this Agreement's scope and such service will be by separate account assigned to the station. Hookup, maintenance of service and payment for any cable TV service is the responsibility of the respective Parties.
- C. Any EMS specific data drop connections, routing or security equipment connections will be the responsibility of the County.
- D. The Fire Department and EMS shall each be responsible for the daily upkeep and clean-up of their respective square footage. Responsibility for medical waste pickup shall be solely the responsibility of EMS.
- E. Station supplies – Each Party will provide all their own general station supplies (paper towels, toilet paper, soap, truck wash cleaners and fluids, floor cleaner etc.).
- F. Landscape maintenance and mowing shall be the responsibility of Fire Department staff.
- G. Any City or County contractors who require access to the Facility (i.e. towing companies retrieving non-function emergency vehicle) may be required to provide

adequate and current Certificates of Insurance to the City prior to Facility access being provided.

- H. Both City and County shall make a good faith effort to respond within 10 business days of receiving written notice of any disputes associated with the Facility's use and / or access. Any issues or disputes arising hereunder shall be resolved by the OES Director and Fire Chief if possible, escalating through their respective deputies to the City and County Managers if necessary for final resolution.
- I. ADA. If either Party 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, the Party shall, within ten (10) days after receipt of such notice or document, notify the other Party and provide a copy of any such notice or document.
- J. SIGNAGE. Each Party agrees to maintain signage indicating their respective presence in the Facility. All signs shall be consistent with ordinances and policies of City/County Planning and Zoning. Exterior joint signage package shall be developed during the design process and mutually agreed upon by both parties.

### **III. MAINTENANCE, REPAIR AND FUTURE NEW CONSTRUCTION**

- A. Scheduled preventive maintenance and repair, and unscheduled emergency maintenance for the entirety of the Facility will be carried out by Durham Fire Department facilities maintenance staff who shall be granted access to all parts of the Facility. Each Party shall be financially responsible for any maintenance resulting from negligence of their staff utilizing the Facility. The Durham Fire Department utilizes a work order software program, Facility Dude, to track preventive and routine maintenance and repair work orders. County EMS will be provided access to the work order system and will be required to utilize the system for repair and maintenance requests. Fire Department will track maintenance and repair activities for the facility via the software system. Quarterly invoices will be submitted to County EMS for reimbursement. Any repair or maintenance costs estimated to be \$10,000 or higher shall be reviewed and approved by County OES before work commences.

- B. The Fire Department maintenance staff will be responsible for directly contacting the County EMS representative for the Premises to address and coordinate any general maintenance issues. The Parties agree that the City and its agents and contractors may enter the Premises during daylight hours to make surveys, repairs, improvements, inspections and do other work.
- C. General or regularly scheduled maintenance of systems specific to either Fire Department or EMS allocated area use shall be the responsibility of the respective Party. Systems specific to EMS include data/technology systems for EMS. Other systems, such as plumbing, mechanical and electrical are shared and included in general or regularly scheduled maintenance provided by the Fire Department.
- D. The maintenance for and replacement of furniture, fixtures and equipment (FF&E) installed by each Party subsequent to the Operational Date shall be the responsibility of the Party that installed the item. Such FF&E include but are not limited to, chairs, tables, desks, microwaves, refrigerators, dorm room furniture, etc.
- . The cost of repair and replacement projects within each Party's allotted square footage, shall be the responsibility of that Department. The cost of repair and replacement projects that affects shared systems and shared spaces, will be apportioned according to the apportionment ratio. Repair and replacement projects where the projected budget cost exceeds \$50,000 will be coordinated between the parties. However, project management for repair and replacement projects shall be the responsibility of the City of Durham General Services Department and the Durham Fire Department Facilities Maintenance Staff, regardless of location within the Facility. In the event of a repair and replacement project in a dedicated EMS area, Durham County would be responsible for project cost with project coordination, oversight and management responsibility by the City of Durham.
- E. Maintenance of stormwater BMP system shall be a shared cost between the Parties allocated in the same ratio as the square footage percentages of building occupancy and will be invoiced quarterly.
- F. As of the Operational Date, each Party shall be responsible for installing, operating and maintaining their computer systems and equipment to provide IT services for their respective spaces within the facility in accordance with all applicable policies and/or directives.

- G. Proposed alterations to the building must be approved by the Fire Chief, the OES Director, the Fire Department Facilities Maintenance Supervisor, the appropriate staff from City of Durham General Services and the Durham County Department of Engineering and Environmental Services.
- H. The Fire Department and/or City General Services will oversee the maintenance of the Premises during the term of any such repair, replacement, maintenance, renovation or construction project. A representative will be assigned from each Party to serve as advisory liaisons between the City and County for maintenance concerns.
- I. The City and County agree that at no time shall either allow any Environmental Contamination to be brought onto the Premises by itself or by its agents, contractors, invitee or licensees. The City and/or County shall immediately remove or remediate any said contamination if it occurs.
- J. In the event of significant disruption during a renovation, repair, maintenance or construction project, the Parties will work together in a timely manner to come to mutual agreement and resolve any outstanding issues, disruptions or conflicts.
- K. Ownership: All infrastructure improvements made to or upon the Premises shall be the property of the City. Other equipment purchased for the Facility by either Party that is not infrastructure shall be the property of the Party that purchased the items.

#### **IV. NOTIFICATIONS**

The contact person for the City of Durham Fire Department purposes of this agreement shall be:

Fire Chief  
City of Durham Fire Department  
2008 E. Club Boulevard  
Durham, NC 27704  
ph. 919.560.4242 ext.19222

The contact person for the Durham County Emergency Medical Services Division purposes of this agreement shall be:

OES Director



Durham County Office of Emergency Services

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## Fire and EMS Station 18

City of Durham Fire Dept and Durham County EMS - Cost Sharing Methodology  
DATE: 8-26-2021



CITY OF DURHAM  
GENERAL SERVICES DEPARTMENT  
Project Management Division  
2011 Fay Street  
Durham, North Carolina 27704  
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Note: Construction cost figures shown below are based on site and building design actual bids and construction costs provided by Monteith Construction on/after 5-25-21.

**Fire Station 18**  
**1-story Bldg Option**

73% Fire and 27% EMS allocation calculations noted below based on 13,318 s.f. bldg with:

**100% Dedicated EMS Spaces (3,592 s.f.):** Biohazard, EMS Storage, two Apparatus Bays, EMS Dayroom, Kitchen, Storage, Office and Toilet Rooms

**50% Square Footage Percentage of Co-shared Spaces (1,192 s.f. div. by 50% = 596 s.f.):** Fitness Room, Safe Haven Lobby, Riser, Electric, Mezzanine, Storage

Design-Build Pre-Construction and Construction Phases	1-STORY F518 BLDG COSTS	EMS Space Allocation using square footage ratio	EMS project costs based on 27% County Space Allocation
<b>Estimates for Construction + Permits</b>			
Base Building (from original program document)	\$ 3,947,867	27.0%	\$ 1,065,924
Increase in building costs due to escalation	\$ 974,673	27.0%	\$ 263,162
Parking Area	\$ 68,500	27.0%	\$ 18,495
Balance of Site Work	\$ 374,000	27.0%	\$ 100,980
Sewer Connection (By City)	\$ 20,000	27.0%	\$ 5,400
Stormwater / BMP	\$ 112,000	27.0%	\$ 30,240
Landscaping	\$ 62,234	27.0%	\$ 16,803
General Conditions (updated to exclude design/preconstruction costs noted below)	\$ 526,665	27.0%	\$ 142,200
Builders Risk	\$ 25,391	27.0%	\$ 6,856
Insurance	\$ 31,866	27.0%	\$ 8,604
Contractor's Payment and Performance Bond	\$ 57,645	27.0%	\$ 15,564
Tap and Impact Fees (By City)	\$ 50,000	27.0%	\$ 13,500
Construction Management Fee	\$ 281,752	27.0%	\$ 76,073
Building Permit/Plan Review/Cross-Connection Fee Allowance (By City)	\$ 17,000	27.0%	\$ 4,590
<b>Subtotal construction cost</b>	<b>\$ 6,549,593</b>		<b>\$ 1,768,390</b>
Design Build / MEP design & pre-construction services costs already encumbered by City (broken out from General Conditions where previously included)	\$ 571,069	27.0%	\$ 154,189
<b>Subtotal Design and Construction Costs</b>	<b>\$ 7,120,662</b>		<b>\$ 1,922,579</b>
Construction contingency	\$ 100,000	27.0%	\$ 27,000
<b>total Design-Build services amount (includes design, preconstruction, construction and contingency)</b>	<b>\$ 7,220,662</b>		<b>\$ 1,949,579</b>
<b>Soft Costs - private utility costs not included in design-build construction</b>			
IT, Communications, Data cabling (Utility Connection Per Party)	\$ -	27.0%	\$ -
Private Utility Charges (Duke Power, Dominion Gas, etc.)	\$ 20,000	27.0%	\$ 5,400
Soft Cost Contingency	\$ 10,000	27.0%	\$ 2,700
<b>Subtotal Soft Costs + contingency</b>	<b>\$ 30,000</b>		<b>\$ 8,100</b>
Design Contingencies			
Design-Build design & pre-construction contingency	\$ 100,000	27.0%	\$ 27,000
<b>TOTAL CONSTRUCTION COSTS INCLUDING PRE-CONSTRUCTION DESIGN PHASE</b>	<b>\$ 7,350,662</b>		<b>\$ 1,984,679</b>
<b>Additional Design / Consulting Services and Contingencies</b>			
<b>Contingencies - Other</b>			
Escalation / Market Volatility Contingency	\$ 50,000	27.0%	\$ 13,500
Additional Contingency for Professional Services Fees	\$ 1,000	27.0%	\$ 270
Environmental/Geotech Contingency	\$ 5,000	27.0%	\$ 1,350
Special Inspections and CMT Contingency	\$ 3,000	27.0%	\$ 810
<b>Subtotal Design Contingencies</b>	<b>\$ 59,000</b>		<b>\$ 15,930</b>
<b>Professional Consulting Services</b>			
LEED Fundamental Commissioning	\$ 21,560	27.0%	\$ 5,821
LEED Enhanced Commissioning	\$ 17,500	27.0%	\$ 4,725
LEED Certification Consulting	\$ 9,940	27.0%	\$ 2,684
Site Survey- Boundary, Topo and Platting	\$ 6,090	27.0%	\$ 1,644
(Pre-construction amount deleted here - included in General Conditions above)			
HVAC Controls (BAS)	\$ 73,000	27.0%	\$ 19,710
Construction Material Testing	\$ 16,000	27.0%	\$ 4,320
Special Inspections	\$ 7,000	27.0%	\$ 1,890
Geotech Engineering	\$ 39,230	27.0%	\$ 10,592
<b>Subtotal Professional Design + Consulting Costs</b>	<b>\$ 190,320</b>		<b>\$ 51,386</b>
<b>Additional Fees</b>			
Misc. Fees, Printing, Costs etc.	\$ 500	27.0%	\$ 135
LEED registration fee to USGBC	\$ 1,500	27.0%	\$ 405
LEED Credit Review by USGBC	\$ 1,650	27.0%	\$ 446
Impact fees for stormwater review	\$ 7,500	27.0%	\$ 2,025
Special Use Permit (BOA) application fee	\$ 1,792	27.0%	\$ 484
BOA Property Values Assessment Fee	\$ 1,500	27.0%	\$ 405
Fire Flow Test	\$ 878	27.0%	\$ 237
Public Works Frontage Fee	\$ 50,000	27.0%	\$ 13,500
NCDOT Driveway Permit Fee	\$ 150	27.0%	\$ 41
Water Meter Fee	\$ 25,000	27.0%	\$ 6,750
Site Plan Review (Planning) Fee	\$ 5,655	27.0%	\$ 1,527
Site Plan Re-Review Fee	\$ 2,672	27.0%	\$ 721
Site Plan Review (Public Works) Fee	\$ 2,795	27.0%	\$ 755
<b>Sub-Total Additional Fees</b>	<b>\$ 101,592</b>		<b>\$ 27,430</b>
<b>TOTAL ADDITIONAL PROJECT FEE AND LEED COSTS</b>	<b>\$ 350,912</b>		<b>\$ 94,746</b>
<b>Land Acquisition Phase</b>			
Land Acquisition	\$ 700,000	27.0%	\$ 189,000
Survey, Re-Zoning, Phase I, Recorded Plat, Deed Registration	\$ 43,332	27.0%	\$ 11,700
<b>TOTAL LAND ACQUISITION FOR EASEMENT COST</b>	<b>\$ 743,332</b>		<b>\$ 200,700</b>
<b>FIRE STATION 18 - SITE, DESIGN &amp; CONSTRUCTION TOTAL COST</b>	<b>\$ 8,444,906</b>	27.0%	<b>\$ 2,280,125</b>
<b>Site, Design &amp; Construction Total Project Cost</b>	EMS % of Site, Design & Construction Cost		<b>SITE, DESIGN &amp; CONSTRUCTION COST TOTAL FOR COUNTY</b>
			<b>NOTE: County Cost above does NOT include FF&amp;E, IT equipment, and Security System</b>
	73.0%		<b>\$ 5,622,149</b>
		DFD % of Design & Construction Cost	<b>DESIGN &amp; CONSTRUCTION COST TOTAL FOR CITY (MINUS SITE ACQUISITION)</b>
		18%	<b>\$ 1,109,661</b>
<b>ADDITIONAL COUNTY FIRE SERVICES COST SHARE OF CITY'S TOTAL COSTS ABOVE</b>			<b>\$ 1,109,661</b>
<b>TOTAL COUNTY COSTS (SITE, DESIGN, CONSTRUCTION + 18% FIRE SERVICES PORTION OF CITY COSTS)</b>			<b>\$ 3,389,785</b>
<b>Total Misc. City Fire Department Cost for: Public Art, Furn. Fix. &amp; Equip. (FF&amp;E), TS/TELCOM, Security</b>			<b>\$ 258,000</b>
<b>TOTAL CITY COSTS (DESIGN, CONSTRUCTION, MISC.) - COUNTY'S 18% FIRE SERVICES COST SHARE</b>			<b>\$ 4,770,488</b>
<b>F&amp;EMS STATION 18 TOTAL PROJECT COST (SITE, DESIGN, CONSTRUCTION and MISC) FOR THE CITY</b>			<b>\$ 8,702,906</b>