

COUNTY SERVICE DISTRICT SERVICE CONTRACT

This County Service District Service Contract (hereafter referred to as the "Contract"), made and entered into this the _____ day of _____, 2026, by and between the County of Rutherford, a political subdivision of the State of North Carolina, (hereinafter referred to as the "County"), and the Town of Bostic, a municipal corporation of the State of North Carolina (hereinafter referred to as "Town") being served by the Bostic Volunteer Fire Department, a municipal fire department (hereinafter referred to as the "Fire Department");

WITNESSETH:

THAT WHEREAS, Chapter 153A, Article 16 of the North Carolina General Statutes provides that counties shall provide, maintain or let contracts for the services for which the resident of the district are being taxed within a reasonable time after the effective date of the definition of the district; and

WHEREAS, the Fire Department provides fire protection and other emergency services for Town, which is designated by the County as a service district for fire protection services pursuant to North Carolina General Statutes Chapter 153A, Article 16 (hereinafter referred to as the "Service Area"); and

WHEREAS, the County may levy and collect taxes for the use and benefit of the citizens in the designated Service Area; and

WHEREAS, the County desires to grant this Contract to enable the Fire Department to provide fire protection and emergency services in the Service Area; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the parties hereto contract and agree as follows:

1. For their services, County agrees to pay to Fire Department an amount as set forth in the Addendum to the County Service District Contract attached hereto and made a part hereof. The amount therein shall reflect the annual budget of the County for the Service Area, to be paid as follows: County shall remit to Fire Department by the final day of each month the sum equivalent to one-twelfth (1/12th) of the full amount of the annual budget for the fiscal year in effect for the Term as set forth in Paragraph 20 hereinbelow.
2. Such funds paid to the Fire Department by the County shall be used for fire protection and emergency services as may be permitted under Chapter 153A, Article 16 of the North Carolina General Statutes, including but not limited to fire department operations, fire protection and emergency services in the Service Area and other areas of response as dispatched and to meet the standards established by this agreement.
3. The Fire Department shall furnish fire protection and any other services described in the attached addendum(s) within the Service Area and other areas within Rutherford County as dispatched by the County and shall provide the necessary equipment, personnel, and those things necessary for furnishing such protection in the Service Area. The services shall be in accordance with minimum standards set forth in this agreement and all future amendments. The Fire Department shall furnish said fire protection without charge, except as otherwise provided by law, to all persons and property located in the Service Area in an efficient and workmanlike manner. This provision shall not prohibit the Fire Department from entering into contracts with the Federal, State, or local governments or private entities for the provision of emergency protection services for a fee. Fire Departments are also not prohibited from recouping the cost of hazardous materials and false alarm responses.
4. RESERVED
5. It is further agreed that the Fire Department will present the County with that portion of the audit for the Town relating to the Fire Department no later than the 31st day of December following the conclusion of the fiscal year.

6. If the Fire Department fails and/or refuses to provide fire protection or any other emergency services as contemplated in the Contract and, after an investigation, the Rutherford County Fire Marshal's Office certifies to the County Manager that the Fire Department has failed and/or refused to provide fire protection or any other emergency services contemplated in the Contract, the County, at the direction of the County Manager, has a right to withhold any and all funds until a resolution is made.
7. The Fire Department shall maintain a minimum of 9S rating or better with the North Carolina Department of Insurance, State Fire Marshal's Office. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations pertaining to Emergency Services.
8. The Fire Department shall submit a copy of the State Fire Incident Report (current edition) of all emergency responses to the Rutherford County Fire Marshal's Office.
9. The Fire Department shall provide to the Rutherford County Fire Marshal's Office, annually, a current and complete roster of members of the Fire Department to include personal contact numbers for the Chief, any Assistant Chiefs, and such other executive officers of the Fire Department as the Fire Department may establish within its own governance.
10. The Fire Department agrees to provide mutual and automatic aid services to other emergency services providers within the County of Rutherford in accordance with the provisions of the Rutherford County Fire Communications Handbook. The Fire Department understands that other agencies will maintain their own liability policies and be responsible for their own expenses. The Fire Department further understands that it will be responsible for its own expenses while providing mutual aid to another agency.
11. The following minimal performance standards are agreed upon by the County and the Fire Department and are a part of this contract:

(a) Dispatching Protocols

The Fire Department shall comply with the Rutherford County dispatching protocols and policies, including the Rutherford County Communications Handbook.

(b) Response Time

The Fire Department should have the goal of having an average response time (time of dispatch until time of arrival) of 14 minutes or less for structural fire calls within the recognized Insurance District.

(c) Manpower on Scene

The Fire Department should have adopted standard operating guidelines that address the appropriate number of firefighters needed on all type fire calls. The National Incident Management System shall be used at all incidents to manage personnel.

(d) Training

The Fire Department shall have the minimum standard training requirements set forth by the State of North Carolina for providing fire and emergency services provided by the Fire Department.

(e) Reports

The Fire Department shall keep all records on site for a minimum period of seven (7) years. All State and county required reports and rosters shall be submitted by the requested deadline.

(f) Emergency/Disaster Response

The Fire Department shall follow the Rutherford County Emergency Operations Plan when responding to an emergency or disaster.

(g) State of Emergency

The County requests that the Fire Department, when available, assist with the following services, but not limited to, before, during, and following times of emergency/disaster: 1) Debris Removal; 2) Debris Clearance; 3) Traffic Control; 4) Alert and Notification; 5) Search and Rescue; 6) Evacuation; and 7) other life saving and property protection measures as necessary. All operations shall be in accordance with the Rutherford County Emergency Operations Plan and the Rutherford County Emergency Management Ordinance.

(h) Emergency Medical Services- First Responders

If the Fire Department provides Emergency Medical Services assistance, it shall be done in accordance with the rules set forth by the Rutherford County Department of Emergency Services as attached in the First Responder Services Addendum attached hereto and made a part hereof by reference or as they may be amended from time to time.

12. This agreement shall become effective as of the first day of July, 2026.
13. This agreement may not be transferred or assigned by the Fire Department, nor may the services contracted for herein be subcontracted to other parties.
14. This contract may be terminated by either party upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this contract without any advanced written notice.
15. Any notice required herein shall be directed to the parties as follows:

TO THE COUNTY:
County of Rutherford
ATTN: County Manager
289 North Main Street
Rutherfordton, NC 28139
Phone: 828-287-6045

TO THE FIRE DEPARTMENT:
Bostic Volunteer Fire Department
ATTN: Fire Chief
Address: _____
Address: _____
Phone: _____

16. This document together with any attached exhibits or addenda constitute the entire Contract between the parties hereto and may only be modified or amended by a written mutual agreement signed by all parties hereto.
17. This contract is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities which are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
18. No portion of this Contract shall be deemed to constitute a waiver of any immunities which the County or the Fire Department or their respective officers or employees may possess, nor shall any portion of this Contract be deemed to have created a duty of care on the part of either party to any persons not a party to this Contract.
19. No portion of this Contract shall be deemed to create an obligation of the part of County or Fire Department to expend funds not otherwise appropriated in each succeeding year.
20. The term of this contract shall be as set forth in the Addendum to the County Service District Contract attached hereto and made a part hereof (hereinafter "Term"). This Term may be extended by execution of the parties hereto of further addenda to this Contract. The parties hereto agree that there is no limit to the number of times this Contract may be renewed or extended in this manner so long as permitted by law and all parties agree thereto.

IN TESTIMONY WHEREOF, the County has caused this Contract to be executed by the Chairman of the Board of County Commissioners and attested by the Clerk of the Board of County Commissioners, and the Town has caused this instrument to be signed in its name by its Mayor and attested by its Clerk.

RUTHERFORD COUNTY, a municipal corporation

BY: _____
Bryan King, Chairman
Board of County Commissioners

ATTEST:

Hazel S. Haynes, Clerk
Board of County Commissioners

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

Paula Roach
County Finance Officer

This form approved by:

Richard P. Williams
County Attorney

TOWN OF BOSTIC, a municipal corporation

BY: _____
Mayor

ATTEST:

Clerk

**ANNUAL ADDENDUM TO THE
COUNTY SERVICE DISTRICT CONTRACT**

This Addendum, made and entered into this the ____ day of _____, 20____, by and between the County of Rutherford, a political subdivision of the State of North Carolina, hereinafter referred to as the County, and the Town of Bostic, a political subdivision of the State of North Carolina, hereinafter referred to as the Town, and being served by the Bostic Volunteer Fire Department, a municipal fire department serving the Town of Bostic, hereinafter referred to as the Fire Department;

WITNESSETH:

THAT, WHEREAS, the County and the Town entered into a County Service District Service Contract on the ____ day of _____, 2026 (hereinafter "Contract"); and

WHEREAS, the Contract provides that its terms may be extended by the parties executing an addendum to that effect; and

WHEREAS, the parties hereto desire to extend the Contract as stated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the parties hereto contract and agree as follows:

1. Pursuant to Paragraph 20 of the Contract, the term of the contract shall be renewed and/or extended to run from the first of July, 20____, through the final day of June, 20____.

2. The County agrees to pay to Fire Department the amount of _____ Dollars (\$_____), which amount shall reflect the annual budget of the County for the designated county fire protection service district, to be paid in accordance with the terms of Section 1 of the Contract.

3. All other terms of the Contract are hereby confirmed.

IN TESTIMONY WHEREOF, the County has caused this Contract to be executed by the Chairman of the Board of County Commissioners and attested by the Clerk of the Board of County Commissioners, and the the Town has caused this instrument to be signed in its name by its Mayor and attested by its Clerk.

RUTHERFORD COUNTY, a municipal corporation TOWN OF BOSTIC, a municipal corporation

BY: _____ BY: _____
_____, Chairman _____, Mayor
Board of County Commissioners

ATTEST: _____ ATTEST: _____
_____, Clerk _____, Clerk
Board of County Commissioners

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

_____, County Finance Officer