

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: January 6th, 2020

SUBJECT: Rescue Squad – Agreement for Service

PRESENTER: Jimmy Brissie, Emergency Services Director

ATTACHMENTS: (1) Draft Agreement for Services

SUMMARY OF REQUEST:

Since 1957 the Henderson County Rescue Squad has provided lifesaving and technical rescue services to the citizens and visitors of Henderson County. The Rescue Squad provides these services to the County under the terms of a “Contract for Rescue Service” executed in 2004. Furthermore, the Rescue Squad provides ambulance transportation services in accordance with the terms of ambulance franchises granted in 2010 and 2013. In consideration for services provided the County provides space for Rescue Squad operations in the Thomas H. Thompson Emergency Services Center. The proposed “Agreement for Service” sets forth the terms and conditions for the use of the facility in exchange for services provided to the County.

BOARD ACTION REQUESTED:

Approve the attached Agreement for Services between Henderson County and the Henderson County Rescue Squad, Inc. and authorize the County Manager so sign the agreement on behalf of Henderson County.

Suggested Motion:

I move to approve the attached Agreement for Services between Henderson County and the Henderson County Rescue Squad, Inc. and authorize the County Manager so sign the agreement on behalf of Henderson County.

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STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

AGREEMENT FOR SERVICE

This Agreement is made this the 6th day of January 2020, by and between Henderson County Rescue Squad, Inc., a North Carolina nonprofit corporation (the "Rescue Squad"), and the County of Henderson, a body corporate and politic of the State of North Carolina (the "County").

Background of Agreement

- A. The Rescue Squad is a recognized provider of specialized rescue services, emergency medical care, and non-emergency medical transport incorporated and operated under the provisions of Chapter 55A of the North Carolina General Statutes.
- B. The Rescue Squad provides specialized rescue services and emergency medical care in the County under the terms of a "Contract for Rescue Service" (the "Contract").
- C. The Rescue Squad holds franchises granted by the County for mutual-aid emergency medical transport in the incorporated and unincorporated areas of the County, and for non-emergency medical transport in the County.
- D. The County desires for the Rescue Squad to continue these services.
- E. Both parties wish to memorialize their agreement, as stated herein.

Agreement

NOW, THEREFORE, for and in consideration of the mutual undertakings stated herein, the Rescue Squad and the County agree as follows:

1. Obligations of the County:

A. The County will provide space for office and operations of the Rescue Squad within the County's Thomas H. Thompson Emergency Services Center (the "Thompson Center"). The space provided in the "as built" building design documents as apparatus bay "Area A" and finished space marked "HCR" in "Area B".



B. The County will provide storage and use space, as available and needed, within the Emergency Services Warehouse in the Thompson Center marked "Storage Building" on the "as built" facility design documents.

C. The County will maintain the grounds, structure and appliances in the Thompson Center in accordance with best practices for public safety facilities.

D. The County will provide for the reasonable cost of power, water and natural gas service in the Thompson Center.

E. The County will include funds as determined by the County's Board of Commissioners in the County's annual budget to provide for a portion of the Rescue Squad's expenditures for (1) purchase and maintenance of equipment, (2) amortization of loans incurred for the purchase of equipment, (3) reasonable operating costs consistent with the Rescue Squad's operation as a nonprofit corporation in North Carolina, and (4) reasonable liability, casualty or life insurance for members and employees of the Rescue Squad for liability incurred or casualty or death suffered while working for the Rescue Squad or its operations.

2. Obligations of the Rescue Squad:

A. The Rescue Squad will provide mutual-aid emergency medical transport service pursuant to the terms of the Grant of Franchise issued by the County on the date hereof.

B. The Rescue Squad will provide non-emergency medical transport service pursuant to the terms of the Grant of Franchise issued by the County November 4, 2013.

C. The Rescue Squad will provide specialized and technical rescue services to the citizens of the County.

D. The Rescue Squad will maintain applicable certifications and training for its members and employees to allow for the same.

E. The Rescue Squad will communicate and coordinate with the Emergency Services Director, or their designee, concerning the use of any shared space at the Thompson Center such as warehouse space, training facilities, parking and grounds.

F. The Rescue Squad will work in conjunction with the Emergency Services Director, or their designee, to identify the needed areas for regular cleaning and maintenance by Rescue Squad personnel at the Thompson Center.

G. The Rescue Squad will communicate and coordinate any other maintenance and repair needs in the Thompson Center with the Emergency Services Director, or their designee.

H. The Rescue Squad will provide reimbursement to Henderson County for shared expenses as needed including, but not limited to, service and maintenance for telephones, cable TV, card access systems, cleaning and janitorial supplies, garbage removal and grounds maintenance.

I. The Rescue Squad will insure conservation best practices are being used to encourage energy conservation. The County reserves the right to charge a pro-rated percentage of utility costs if it is determined by the County the Rescue Squad use caused an increase in average utility costs.

Miscellaneous Provisions

3. Nothing in this Agreement shall be construed to prevent the Rescue Squad from rendering mutual aid assistance to any other rescue squad or fire department within the discretion of the Rescue Squad's Chief or Officer in Charge, so long as the Rescue Squad continues to provide service to the County. "Rescue Service" shall specifically include the provision of such emergency medical, rescue and ambulance services that the Rescue Squad is licensed and trained to provide in order to protect the persons within the county from injury or death. It is expressly acknowledged that the Rescue Squad currently provides Rescue Service to areas within the Village of Flat Rock, Town of Fletcher, City of Hendersonville, Town of Mills River, Town of Laurel Park and the Town of Saluda.

4. The Rescue Squad shall prepare an annual budget for each fiscal year (July 1 to June 30), providing for the receipt and expenditure of funds received from the County pursuant to this Contract. The Rescue Squad shall also provide an annual report of revenues and expenditures from the previous calendar year certified by the Rescue Squad's chief executive and chief financial officers. Copies of the budget and certified annual report of revenues and expenditures shall be filed with the Henderson County Emergency Management Coordinator by the third Friday in April preceding the beginning of the fiscal year.

5. The Rescue Squad shall keep accurate written records of all financial receipts and expenditures, which may be audited at any time by or on behalf of the County. The Rescue Squad will also maintain accurate written records regarding personnel training, infection control, Articles of Incorporation, service district map and description, contracts with counties and municipal governments, certified weight tickets for all apparatus, alarm log, meeting minutes, equipment inventory and apparatus inspection forms, which may be audited at any time by or on behalf of the County.

6. The Rescue Squad shall submit a copy of the roster sent to the NC Association of Rescue and EMS, to the Henderson County Emergency Management Coordinator by January 1 of each year. The roster must have a minimum of eight (8) personnel. Further, the Rescue Squad shall provide a list of information including mailing address, phone number, fax

number, e-mail address, radio call number for all personnel, line officers, board officers, and medical certifications, rescue certifications, contact numbers for all personnel and an apparatus list to the Henderson County Emergency Management Coordinator by January 31 of each calendar year.

7. The Rescue Squad shall maintain copies of all call reports, which may be audited at any time by or on behalf of the County.

8. This Agreement shall remain in full force and effect until terminated. Either party may terminate this Contract upon giving the other party at least twelve months advance written notice. The Henderson County Board of Commissioners may, in its discretion, immediately terminate this Contract if the Rescue Squad does not timely correct operational or financial deficiencies as provided herein or correct any other material breach of this Contract within a reasonable time after notice of such breach. From and after the effective date of any termination of this Contract the Rescue Squad shall have no further obligations, including the provision of Rescue Services in the County, under this Contract and shall have no further right to any receipts or services provided by the County.

9. The County shall be responsible for payment of Workers' Compensation premiums for Rescue Squad members if the Rescue Squad maintains an experience modification factor (as defined by the North Carolina Department of Insurance) of 1:1 or less. In the event the Rescue Squad experience modification factor exceeds 1:1 the Rescue Squad will be responsible for payment of the additional premium cost attributed to the experience modification factor above 1:1. The Rescue Squad must provide a roster of active members for workers' compensation coverage to the Henderson County Emergency Management Coordinator by May 15 of each year in order to be eligible for payment of workers compensation premiums. Otherwise, the Rescue Squad will be responsible for payment of workers compensation insurance premiums.

10. Operations Deficiencies. The Rescue Squad shall provide notice to the Henderson County Emergency Management Coordinator of any facility, equipment or operations deficiencies which have surfaced as a result of any inspections conducted by any agency, such as the North Carolina Office of Emergency Medical Services. The County may, in its discretion, withhold all funds payable to the Rescue Squad pursuant to this Contract as long as the North Carolina Office of Emergency Medical Services or the County holds the Department to be in deficiency. The Henderson County Board of Commissioners, in its discretion, has the right to terminate this Contract immediately if the Rescue Squad fails to remedy any deficiency within a reasonable time.

11. Financial Deficiencies. If any audit performed or caused to be performed by the County reveals any deficiencies or irregularities in the financial operations of the Rescue Squad, the County shall give written Notice thereof to the Chairperson of the Board of Directors and Rescue Chief as well as at least two (2) lesser line officers or Board Members of the Rescue

Squad. This Notice shall specify that thirty (30) days shall be allowed to correct the deficiencies or irregularities. At the end of said thirty (30) day period, further audit shall be made to determine if the deficiencies or irregularities have been corrected. If not, the County's Board of Commissioners may withhold all funds and services to which the Rescue Squad would otherwise be entitled pursuant to this Agreement until such deficiencies or irregularities are corrected. The Rescue Squad shall be liable to the County for any funds expended in violation of the terms of this Contract.

12. This Contract may only be amended by written instrument, executed by both parties.

13. The Rescue Squad understands and agrees that, in entering into this agreement and providing services, it is acting as an independent contractor; neither the Rescue Squad nor its employees, members or personnel shall be deemed or construed to be employees of the County. The County shall exercise no authority or control over such members, employees, or personnel of the Rescue Squad.

14. The Rescue Squad shall indemnify and save the County harmless from any and all liability and expenses including attorney's fees, court costs and other costs incurred by Henderson County which are caused by the negligence of the Rescue Squad, its agents, members, employees and personnel, to the extent of the Rescue Squad's insurance coverage. For this reason, the Rescue Squad shall procure all insurance coverages required herein and shall cause Henderson County to be named as an "Additional Insured" for liability coverage on all policies procured.

15. This Contract may not be assigned by either party.

16. All prior contracts for rescue service entered between the Rescue Squad and the County shall be deemed terminated as of the effective date of this Agreement, which shall be deemed to supersede any prior Contracts or other agreements.

17. The Rescue Squad shall comply with all applicable federal, state and local laws, rules, and regulations.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, this the date above.

HENDERSON COUNTY RESCUE SQUAD, INC.

By: _____
Chairperson

Attest:

Corporate Secretary

COUNTY OF HENDERSON

By: _____
County Manager

