STATE OF NORTH CAROLINA
COUNTY OF POLK

CONTRACT FOR RESCUE SERVICE

THIS CONTRACT is made and entered into this ____ day of _____, 2024, by and between **POLK COUNTY RESCUE SQUAD, INC.**, a North Carolina nonprofit corporation (the "Rescue Squad") and **POLK COUNTY** a North Carolina body politic and corporate (the "County").

WITNESSETH:

WHEREAS, the Rescue Squad is a recognized provider of specialized rescue services incorporated pursuant to N.C.G.S. 55A; and

WHEREAS, the Polk County Board of Commissioners desires to have a provider of such services; and

WHEREAS, the County has heretofore furnished rescue services in the County, to the extent of the annual funding by the County, by contracting with the Rescue Squad to furnish rescue services in the County; and

WHEREAS, Polk County is currently served by the Rescue Squad; and

WHEREAS, both the Rescue Squad and the County desire to enter into a written contract for the provision of such rescue services and to have such contract supersede and take the place of any contracts previously executed;

NOW, THEREFORE, for and in consideration of the mutual undertakings herein contained and subject to the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the Rescue Squad and the County do hereby mutually agree as follows:

1. **PAYMENT OF FUNDS TO THE RESCUE SQUAD**. So long as this contract remains in effect, the County will pay over to the Rescue Squad a fixed amount of $150.00 per service call. In order to receive the full $150.00 payment, the Rescue Squad must arrive on scene with an emergency apparatus. If the service call is cancelled while the Rescue Squad is on route to the scene with an emergency apparatus, the Rescue Squad will be paid $50.00 for that call. Dispatched service call responses in personal vehicles will also be eligible for the $50.00 per call rate. Payments will be sent out on a quarterly basis for all service calls made during the previous quarter.

2. **RESCUE SERVICES PROVIDED**. So long as this contract remains in effect, the Rescue Squad will be in compliance with all requirements set forth by the North Carolina

Association of Rescue and EMS. Polk County Rescue Squad will be a provider of rescue services in the County of Polk; examples of rescue services provided include, but not limited to Emergency Medical Services, vehicle extrication, specialized or technical rescue, water rescue and underwater recovery, prearranged medical standbys and assistance during manmade and natural disasters. The Rescue Squad also provides emergency preparedness/protective measures when the County is exposed to a hazard as defined in 42 U.S.C. 5194a. Nothing in this contract 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 Captain or Officer in Charge. "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. Nothing shall be construed to prevent the Rescue Squad from providing Rescue Service or Mutual Aid Assistance so long as the Rescue Squad continues to provide service to the County. Further, the Rescue Squad may furnish Rescue Services to areas not within the boundaries of any political boundary on an equipment and personnel basis within the discretion of the Captain or the Officer in Charge. It is expressly acknowledged that the Rescue Squad provides Rescue Services to areas within the boundaries of the County of Polk, including the Towns of Columbus, Saluda, Tryon and all rural areas of the County of Polk, such as Green Creek, Lynn, Mill Spring, and Sunny View.

3. **LIMITATION ON USE OF COUNTY FUNDING**. Funds paid by the County to the Rescue Squad shall only be used for one or more of the following purposes: (1) purchase and maintenance of equipment; (2) purchase, construction and repair of facilities; (3) amortization of loans incurred for purchase, construction or repair of equipment or facilities; (4) operations of the department; (5) casualty or life insurance upon Rescue Squad members; and (6) any public purposes. Funds paid by the County pursuant to this Contract shall only be expended as allowed by law. Equipment and facilities shall not be used for personal gain. Disposition of property whose fair market value is $1,000 or more and no longer needed by the Rescue Squad shall be declared as surplus by the Rescue Squad shall only be disposed in accordance with NCGS 153A-176 to assure the Rescue Squad gets the highest value when it disposes of property purchased with taxpayers' dollars.

4. **AUDIT AND RECORD KEEPING REQUIREMENTS.** The Rescue Squad shall keep accurate written records of receipts and expenditures which may be audited at any time by or on behalf of the County. The Rescue Squad shall provide to the County by December 31st following each fiscal year an annual report for the previous fiscal year of revenues and expenditures by the Rescue Squad certified by an independent audit firm or by a Certified Public Accountant approved by the North Carolina Local Government Commission in accordance with G.S. 159-34. The Rescue Squad will 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 on behalf of the county.

5. **ROSTER REQUIRED**. The Rescue Squad shall submit to the Polk County Commissioners, County Manager and the Emergency Management Director a copy of the roster sent to the North Carolina Association of Rescue and EMS by January 1st of each year. The roster must have a minimum of 8 personnel.

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

7. **CALL LIST INFORMATION REQUIRED**. The Rescue Squad shall provide a list of information, including Rescue Squad call numbers for all personnel, line officers, board officers, rescue certifications, a roster of all personnel and apparatus list to the County Commissioners, County Manager and Emergency Management Director by January 1st of each calendar year.

8. **TERM OF CONTRACT**. This Contract shall remain in full force and effect until 12:00 o'clock Midnight, _____ and thereafter shall be automatically renewed for successive one (1) year terms until or unless otherwise terminated or expired.

9. **TERMINATION OF CONTRACT**. Either party may terminate this Contract upon giving the other party at least 60 days advance written notice. The Board of Commissioners may, in its discretion, immediately terminate this Contract in the event that the Rescue Squad does not timely correct deficiencies as provided in paragraphs 11 and 12 or correct any other material breach of this Contract within thirty (30) days 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 under this Contract, including the provision of Rescue Services in the County.

10. **WORKERS COMPENSATION INSURANCE**. The Polk County Rescue Squad will be responsible for payment of workers compensation insurance premiums.

11. **OPERATIONS DEFICIENCIES**. The Polk County Rescue Squad shall provide notice to the Polk County Emergency Management Director of any facility, equipment or operations deficiencies which have serviced as a result of any inspections. The Polk 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 thirty (30) days from the date the Rescue Squad was made aware of the deficiency.

12. **FINANCIAL DEFICIENCIES**. If any audit performed or caused to be performed by the County in accordance with paragraph 4 reveals any deficiencies or irregularities in the financial operations of the Rescue Squad, the County shall give written notice thereof

to the Rescue Squad Captain and at least two (2) lesser officers of the rescue Squad. This notice shall specify that thirty (30) days shall be allowed to correct such deficiencies or irregularities. At the end of the said 30-day period, further audit shall be made to determine if the deficiencies or irregularities have been corrected. If not, the County Board of Commissioners may, in their discretion terminate this contract.

13. **AMENDMENT TO CONTRACT**. This Contract may only be amended by written instrument signed by both parties.

14. **EFFECTIVE DATE**. This Contract shall become effective as the date on which the last party executes this Contract.

15. **APPROVAL BY RESCUE SQUAD**. The Rescue Squad represents by execution of this document by its Captain that this instrument has been duly approved by the Rescue Squad.

16. **SEVERABILITY**. This Contract shall be severable. If any clause, paragraph or part thereof is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect.

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

18. **NONASSIGNABLE CONTRACT.** This Contract may not be assigned by either party.

19. **PRIOR CONTRACTS TERMINATED.** All prior contracts for rescue services entered between the Rescue Squad and the County shall be deemed terminated as of the effective date of this Contract and this Contract shall be deemed to supersede any prior Contract or other agreements.

20. **COMPLIANCE WITH LAWS.** The Rescue Squad shall comply with all applicable federal, state and local laws, rules and regulations; failure to do so will be grounds for immediate termination of this Contract.

WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers in duplicate, each to serve as an original, on the day and year first above written.

ATTEST:

POLK COUNTY RESCUE SQUAD, INC.

Josh Edwards, Secretary

By James R Smith, Jr
James Smith, Captain

(SEAL)

ATTEST:

POLK COUNTY

Kristy Tipton
Clerk to the Board

By_____
Myron Yoder
Chairman

(SEAL)