**STATE OF NORTH CAROLINA**
**CALDWELL COUNTY**

# AGREEMENT FOR HOUSING CALDWELL COUNTY AMBULANCE CREW

THIS AGREEMENT is made, and entered into this _____day of ____ , 2026 by and between Caldwell County and The Gamewell Volunteer Fire Department Inc. (hereinafter "GAMEWELL FIRE DEPARTMENT" for the provision of housing a Caldwell County ambulance in the facility of Gamewell Fire Department in Caldwell County, North Carolina.

WHEREAS, the FIRE/RESCUE AGENCY has secured ample bay space and living arrangements for a Caldwell County ambulance and crew and is prepared and able to provide said arrangements within the facility/station located at the physical address of 2806 Morganton Boulevard SW, Lenoir, North Carolina, for Caldwell County Emergency Services, pursuant to the terms of this Agreement.

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

## I. TERM OF AGREEMENT

The term of this AGREEMENT is from JULY 1,2026, to JUNE 30, 2031. This AGRREMENT includes annual lease payment of $10,000.00 per year, payable to GAMEWELL FIRE DEPARTMENT

## II. RESPONSIBLIBITIES

### A. GENERAL:

1. Caldwell County will provide one Emergency Medical Technician- Paramedic Crew (2 personnel) 24 hours a day, seven days a week At Gamewell Fire Department.
2. Gamewell Fire Department will provide adequate bay space to house a transport unit (AMBULANCE) indoors, away from the outside environment, and adequate living space for crew(2 personnel) assigned to said transport unit(AMBULANCE)

3. All agencies must operate under the guidelines of NIMS, North Carolina Office of Emergency Medical Services, North Carolina Rescue Association, North Carolina Department of lnsurance, and Caldwell County EMS system plan.

4. For incidents and procedures not specifically covered by terms in this agreement, the Policies and Procedures of GAMEWELL FIRE DEPARTMENT and Caldwell County Personnel Policies will govern County employees respectively. Valid concerns for interpretations and exceptions will be made to the EMS System Director of the Caldwell County EMS Department, who will review and decide after consulting with senior management of Caldwell County Emergency Services and County government including the County Manager.

## B. RESPONSIBILITIES OF CALDWELL COUNTY

1. Caldwell County EMS will provide Paramedic personnel during the hours stipulated above. Specific duties/work criteria are outlined in the Caldwell County Emergency Services Standard Operating Procedures
2. Unless otherwise agreed in writing by the EMS Chief or Emergency Services Director, two county staff (EMT, EMT-A, or Paramedic) if county ambulance is placed by the Caldwell County EMS Division to GAMEWELL FIRE DEPARTMENT.
3. When not needed for paramedic duties/calls, Paramedics assigned to GAMEWELL FIRE DEPARTMENT are encouraged to participate in activities as assigned to other on-duty GAMEWELL FIRE DEPARTMENT personnel except the Paramedics will not perform any fire-fighting duties, duties outside the scope of their practice, nor operate a fire vehicle.
4. When not needed for paramedic duties/calls, Paramedics will be expected to participate in any scheduled training sessions related to medical during their shifts with the exception of firefighting techniques that could pose a risk. Special classes or programs may be schedule on request, but each must coordinate with the Training Coordinator of The Caldwell County EMS System, who will keep all appropriate training records.
5. Caldwell County will provide to the Caldwell County EMS Paramedics the following medical equipment and/ALS supplies utilized for their job.
    a. Required communication equipment.
    b. Cardiac monitor/defibrillator.
    c. Airway equipment.
    d. Bag and medications.
    e. Medical equipment/disposable supplies that are normally exchanged such as 02 supplies, cervical collars, AED pads etc. will be the responsibility of Caldwell County.

6. Caldwell County will provide GAMEWEL FIRE DEPARTMENT with the following:
    a. Janitorial supplies to assist GAMEWELL FIRE DEPARTMENT in maintaining a clean and safe work environment to include toilet tissue, paper towels, station/housekeeping supplies (provided through company/agency approved via annual contracts by Caldwell County.
    b. Bed frames, mattresses and seating (furniture) for Caldwell County Staff.
    c. Financial assistance to assist in repairing a preventable incident (example of backing into a closed bay door)

7. Procedures for the control and accountability of medications, including specifically, controlled substances will be the responsibility of the on-duty paramedic. Guidelines established by Caldwell County will be followed to comply with all governing laws and Caldwell County Policies.

8. GAMEWELL FIRE DEPARTMENT agrees to allow the assigned Caldwell EMS staff on duty paramedic to use and enter data on the GAMEWELL FIRE DEPARTMENT computers. Any software used or added will be maintained by Caldwell County IT staff. Any programs to be added on GAMEWELL FIRE DEPARTMENT computers must be cleared by a fire department officer.

## C. RESPONSIBILITIES OF GAMEWELL FIRE DEPARTMENT

**1.** GAMEWELL FIRE DEPARTEMNT shall provide a comfortable living space with male and female restrooms and shower accommodations along with bay space for the EMS unit (Ambulance). In addition, there must be an internet connection to complete documentation.
2. Due to EMS crew being stationed for 24 hours, bedroom facilities must be in place and be able to have quiet time after 2300 hours.
3. GAMEWELL FIRE DEPARTMENT shall be responsible for all general maintenance and repairs of facility.
4. All BLS supplies, such as bandages etc. are the responsibility of GAMEWELL FIRE DEPARTMENT.
5. GAMEWELL FIRE DEPARTMENT shall report to the on-duty EMS Supervisor immediately, and the EMS Supervisor will be responsible for reporting the EMS Administration any paramedic related adverse incidents or major incidents that have occurred within their Department within 24 hours of the incident. An overview of what occurred shall be required.
6. GAMEWELL FIRE DEPARTMENT will be responsible to provide fuel for all of its vehicles and Caldwell County will be responsible for fuel on all county owned vehicles.

7. First Responder equipment and supplies that are not normally exchanged by EMS shall be the responsibility of GAMEWELL FIRE DEPARTMENT that is providing first responder services that are not mandated by the county, State laws, rule or regulations.
8. GAMEWELL FIRE DEPARTMENT shall furnish proof of compliance with the insurance coverage requirements of this contract upon request of Caldwell County. Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

## III. INSURANCE COVERAGE

(a) Workers' Compensation
Caldwell County shall provide coverage for all paid EMS employees. GAMEWEWLL FIRE DEPARTMENT shall also maintain coverage for its paid and volunteer members as required by law.

(b) Commercial General Liability, Medical Professional Liability, Employment Practices Liability and Errors and Omissions:
Coverages with minimum of $1,000,000 per occurrence. $2,000,000 aggregate combined single minimum for bodily injury liability and property damage liability. Caldwell county shall be named as additional insured.

(c) Business Auto Coverage:
Coverage with minimum of $1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired non-owned vehicles, and employee non-owned vehicles.

(d) Management or Directors and Officers liability:
Coverage with minimum limits of $1,000,000 per claim and $2,000,000 aggregate

(d) Umbrella Liability:
Coverage with a minimum limit of $1,000,000 with underlying business auto coverage, commercial general liability, employer's liability and $1,000,000 aggregate. Caldwell County shall be named as additional insured.

Waiver of Subrogation:

Caldwell County does not waive its rights to subrogation against GAMEWELL FIRE DEPARTMENT, which is a party to the contract

## IV. HEALTH AND SAFETY

The GAMEWELL FIRE DEPARTMENT shall be responsible for initiating and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this agreement.

## NON-DISCRIMINATION IN EMPLOYMENT

All parties to this agreement shall not discriminate against any employee or applicant for employment because of age, race, creed, national origin, or disability. In the event that either party is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision

## V. 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 Caldwell and the State of North Carolina.

## VI. TERMINATION OF AGREEMENT

This Agreement may be terminated, without cause, by either party upon a ninety (90) day written notice to the other party. The termination notice period shall begin upon receipt of the notice of termination.

This Agreement may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in the accordance with the provisions of the Agreement and the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party. Upon termination, all county equipment, including vehicles paid for or reimbursed by the County shall be returned to the County, unless otherwise agreed in writing.

## IX. SUCCESSORS AND ASSIGNS

Neither party shall assign its interest in this Agreement without the written consent of the otherparty. Neither party has the authority to enter into contracts on behalf of the other party.

## X. NOTICES

All notices which may be required by this Agreement, or any rule of law shall be effective when received by certified mail sent to the following addresses:

CALDWELL COUNTY
EMS DEPARTMENT
P.O. BOX2200
LENOIR, NORTH CAROLINA 28645

THE GAMEWELL FIRE DEPARTMENT
2806 MORGANTON BLVD.
LENOIR, NORTH CAROLINA 28645

## XI. RESPONSIBILITY FOR EXPENSES

Neither party shall be liable to the other party for any expenses paid or incurred by the other party unless otherwise agreed in writing.

## XII. EQUIPMENT

GAMEWELL FIRE DEPARTMENT, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed to in Section 3, Subsection B, above.

## **XIII.** ENTIRE AGREEMENT

This Agreement, Appendix I, (The Caldwell County Franchise Ordinance) Shall constitute the entire understanding between Caldwell County EMS and Gamewell Fire Department 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.

## XIV. HEADINGS

The subject headings of the paragraphs are included for the purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

THE GAMEWELL FIRE DEPARTMENT will at all-times remain in compliance with the Caldwell County Franchise Ordinance.

IN TESTIMONY WHEREOF, Caldwell County has caused this instrument to be executed by the Chairman of Board of County Commissioners and attested by the Clerk of the Board of County Commissioners, and The Gamewell Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by authorization of its Board of Directors duly given.

Attest: COUNTY OF CALDWELL

_____ BY: _____,Chairman

Clerk to the Board

(SEAL)

Attest: THE GAMEWELL FIRE VOLUNTEER FIRE DEPARTMENT

_____ BY: _____,President

Secretary/Clerk

(SEAL) BY: _____,Chief

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