

COLUMBUS COUNTY BOARD OF COMMISSIONERS

**Friday, January 12, 2024
4:00 P.M. – Special Called Meeting**

The Honorable Columbus County Commissioners met on the above stated date and time at the Columbus County Commissioners Chamber, 127 West Webster Street, Whiteville, North Carolina 28472, for the purpose of conducting a Special Called Meeting.

COMMISSIONERS PRESENT:

Ricky Bullard, **Chairman**
Giles E. Byrd **Vice Chairman**
Lavern Coleman,
Scott Floyd
Barbara Featherson
Brent Watts

APPOINTEES PRESENT:

Amanda B. Prince, **Attorney**
Jana Nealey, **Clerk to the Board**

COMMISSIONERS & APPOINTEES ABSENT:

Chris Smith, Commissioner
Eddie Madden, Jr., **County Manager**

Agenda Item #1: MEETING CALLED to ORDER:

At 9:00 A.M. Chairman Ricky Bullard called the special called meeting to order.

Agenda Item #2: EMERGENCY SERVICES – APPROVAL of the FIRE, EMS, and FIRE/EMS CONTRACTS:

Emergency Services Director David Ransom requested approval of the Fire, EMS, and Fire/EMS contract for the following:

- a. Nakina Fire and Rescue Squad Inc.
- b. Whiteville Jaycee Rescue Unit Inc.
- c. Town of Lake Waccamaw (Fire and Rescue)

MOTION:

Commissioner Floyd made a motion to approve seconded by Vice Chairman Byrd. The motion unanimously passed

CONTRACT BETWEEN
THE COUNTY OF COLUMBUS, NC AND
NAKINA FIRE AND RESCUE SQUAD, INC.

JANUARY 11, 2024

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ARTICLE I CONTRACT

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

THIS CONTRACT, is entered into and effective as of the date of signature by the Chairman of the Columbus County Board of Commissioners, by and between COLUMBUS COUNTY, a body politic existing under the laws of the State of North Carolina (hereinafter referred to as "COUNTY") and NAKINA FIRE AND RESCUE SQUAD, INC., a non-profit corporation organized pursuant to the laws of the State of North Carolina (hereinafter referred to as "CORPORATION").

WITNESS ETH:

WHEREAS, the CORPORATION has a recognized history of dedicated service, having provided essential fire protection and other related emergency services to the citizens of Columbus County for all of the years of its existence; and

WHEREAS, N.C.G.S. § 69-25.5 and 153A-301 hereby attached and incorporated by reference (Exhibit I and II) provides that counties may provide for fire protection in a fire district by contracting with any incorporated nonprofit volunteer or community fire department; and

WHEREAS, CORPORATION serves a special fire tax district created by the Board of Commissioners of Columbus County, North Carolina (hereinafter "COMMISSIONERS") under N.C.G.S. § 69-25.4, hereby attached and incorporated by reference (Exhibit IV); and

WHEREAS, pursuant to N.C.G.S. § 153A-233, hereby attached and incorporated by reference Exhibit III, the COUNTY agrees to contract with CORPORATION to provide fire, rescue and/or emergency medical services within the boundaries of the NAKINA FIRE AND RESCUE SQUAD, INC. Service Response District, a description of which is on file in the Office of the Columbus County Emergency Services in Whiteville, North Carolina; and

WHEREAS, the CORPORATION and COUNTY desire to contract with each other for the mutually agreed and mutually recognized mission and vision, hereby attached and incorporated by reference (Exhibit A) of attempting to achieve and sustain the highest levels of emergency services to the persons who live, work, or are otherwise present in the COUNTY; and

WHEREAS, the COUNTY levies and collects the taxes and/or fees and is responsible for appropriating said funds for the use and benefit of the citizens located in the NAKINA FIRE AND RESCUE SQUAD, INC. Service Response District; and

WHEREAS, the COUNTY contracts and agrees that it will cause to be assessed or levied a special tax of up to fifteen cents (\$.15) per one-hundred dollars (\$100) valuation of all real and personal property in the District unless otherwise limited or prohibited by law or a vote of the citizens, and will collect said tax as part of the ad valorem taxes of the County of Columbus; provided, however, the amount levied annually shall be based on the needs projected in the annual budget estimate submitted by the CORPORATION to the COUNTY as approved by the COUNTY; and

WHEREAS, the COUNTY desires to standardize all of its arrangements with CORPORATION in the COUNTY and, to that end, both parties enter into this contractual relationship, and;

WHEREAS, N.C.G. S. 159-13(a), hereby attached and incorporated by reference (Exhibit V); provides that the budget ordinance "may be in any form that the Board of Commissioners considers most efficient in enabling it to make the fiscal policy decisions embodied therein, but it shall make appropriations by department, function, or project and show revenues by major source;" and

WHEREAS, the CORPORATION secured equipment, land and buildings necessary for the operation of department with special fire tax money; and

WHEREAS, the COUNTY desires to grant a long-term contract to enable CORPORATION to make long-range plans and to standardize all its arrangements, processes, and procedures with CORPORATION so as to bring into conformity with nationally accepted standards to regularly enhance operational consistency, effectiveness, and safety; and

WHEREAS, CORPORATION is a non-profit corporation organized for fire protection, rescue operations and/or emergency medical services purposes, in accordance with the Internal Revenue Code; and

WHEREAS, CORPORATION may become desirous to make application to the United States Department of Agriculture Rural Development (hereinafter referred to as "USDARD") and/or other lending institutions for a loan; and

NOW, THEREFORE, in consideration of the premises and the consideration of the mutual covenants and conditions herein, the parties hereto contract and agree as follows:

GENERAL PROVISIONS:

L. ARTICLES OF INCORPORATION FILING-

A. It is understood there will be a vesting in a Board of Directors for CORPORATION. The CORPORATION's Board of Directors (hereinafter "BOARD") will have the authority to manage the affairs of CORPORATION to the extent permitted by N.C.G.S. Chapter 55A, the North Carolina Nonprofit Corporation Act.

- B. CORPORATION agrees to file with the COUNTY, to be forwarded to the Emergency Services Office, a true copy of its Articles of Incorporation, bylaws, and list of current Board of Directors and expiration dates. Any changes made thereto shall be filed within thirty (30) days.
- c. CORPORATION agrees to adopt bylaws which meet any and all minimum legal requirements and have reasonable provisions enabling citizens of the community to participate in the affairs of the CORPORATION, in the minimum, during a required annual meeting, N.C.G.S. 55-2-06 hereby attached and incorporated by reference (Exhibit XII).
- D. The CORPORATION agrees to establish safeguards to prevent the appearance of or actual conflicts of interest or personal gain including, but not limited to the adoption of an ethics policy, and to abide by the ethics policy and to perform its services without the appearance or the actuality of conflicts of interest.
- E. Composition of the Board of Directors- The CORPORATION agrees that it will work in good faith to implement the following guidelines with respect to the composition of its Board of Directors. These guidelines are issued in order to prevent dominance within the organization, ensuring fairness, and complete accountability regarding department operations.
- I. The CORPORATION's Chief Officer, shall not be an immediate family member of the CORPORATION's President, Vice President, or Chair of the Board of Directors. Members of the CORPORATIONS's Board of Directors shall not be immediate family members to the CORPORATIONS Chief Officer. "Immediate Family Member" is defined as a person's parent, brother, sister, spouse, or child. Composition of the Board of Directors should be limited to two (2) members from the CORPORATION.
 2. The CORPORATION's Chief Officer should be a member in good standing, and is recommended to have previously served with experience as an Assistant or Deputy Chief, and shall not hold more than one position within the CORPORATION (i.e. Chief, President, Treasurer).
 3. The Chief must successfully complete and maintain NC Chief 101 as required as well as a hold the minimum of NIMS 100, 200, 700, and 800 certifications.
 4. The CORPORATION's is required to notify the Columbus County Emergency Services Director in writing within thirty (30) calendar days of any changes in the CORPORATION's Board of Directors or Chief Officers.
- F. The Articles of Incorporation and the bylaws of CORPORATION shall require membership to be composed of authorized members as allowed by the licensing agencies of North Carolina State government.
- G. Additionally, the CORPORATION agrees that its bylaws have reasonable provisions and public notifications to enable citizens of the District to participate in the departmental affairs of the CORPORATION, up to and including review of financial reports and public meeting attendance. An annual report of CORPORATION revenue and expenditures shall be provided and made available to community citizens of the District and to the COUNTY at each annual Board meeting.

2. DISBANDMENT-

- A. CORPORATION recognizes that the citizens of Columbus County, North Carolina have contributed as a whole to the financial support of CORPORATION through Columbus County tax dollars; and

- B. In the event CORPORATION should either voluntarily or involuntarily disband and/or cease to exist and/or lose North Carolina certification for whatever reasons, then CORPORATION acknowledges that the citizens of Columbus County have an interest in the assets of the CORPORATION to enable the continuation of fire and rescue protection for the district; and
- c. In such event, assets of CORPORATION shall be disbursed, with approval of the COMMISSIONERS and in accordance with (1) any relevant Internal Revenue Code Regulations and (2) CORPORATION's by-laws, to a similar type organization or organizations within the boundaries of Columbus County to be selected by CORPORATION. All property and assets purchased in whole or in part using public funding tax dollars shall be transferred to COUNTY or the value of the same thereof.

3. TERM OF CONTRACT-

A. This Agreement shall supersede and replace any and all prior agreements, contracts, and understandings, oral or written, between the COUNTY and CORPORATION. The term of this contract shall be valid and effective subject to the continued legal existence of the CORPORATION, for a duration of five (5) years from the date of signing by the Chairman of the COMMISSIONERS and continue in effect in one (1) year terms with automatic renewal, subject to prior termination pursuant to this contract.

- B. This contract may be renewed or extended for such term or terms as may be agreed upon by the parties hereto, provided the tax or fee service district is in full force and effect as provided by the General Statutes of North Carolina.

Section 1.1 4. Non-exclusive Contract-

- A. This contract is non-exclusive. COUNTY reserves the right to contract with other fire, rescue and/or emergency medical service providers to perform same or similar duties during the term of this contract in the event the terms and conditions of this contract are not met.

5. INDEPENDENT CONTRACTOR-

- A. CORPORATION acknowledges that, by entering into this contract and providing services, CORPORATION is acting at all times as an independent contractor.
- B. The Parties agree that the CORPORATION is a non-profit corporation formed pursuant to Chapter 55A of the General Statutes of North Carolina, and that it has been granted Section 501(c) status by the Internal Revenue Service. It is an independent contractor. It is not an agency of the COUNTY. Neither CORPORATION nor its employees, members, or personnel shall be deemed or construed to be employees of COUNTY at any time during the duration of this contract.
- c. CORPORATION shall be solely responsible for payment of all required State and Federal taxes and/or fees provided, however, the CORPORATION shall provide such documentation as COUNTY deemed necessary to meet any and all federal and state tax guidelines regarding employment of employees.
- D. As such independent contractor, CORPORATION is not entitled to, nor shall be eligible for, any benefits provided by COUNTY to any of its permanent or temporary employees, or volunteers, including, but not limited to, vacation leave, sick leave, retirement, longevity and group Insurance.

6. SUBCONTRACTORS-

A. CORPORATION, under this contract, shall not utilize any subcontractors for carrying out any firefighting, medical, rescue, or emergency services or any reasonably-related service or determinable public safety assistance to be performed under this contract without written notification to COUNTY and approval prior to any subcontractor's work or preparations for work.

7. INDEMNITY-

- A. CORPORATION shall indemnify and hold COUNTY, its agents and employees, harmless against any loss and all claims, demands, causes of action, or other liability, including attorney's fees, resulting from or on account of personal injuries or death, or as a result of property damages arising out of or relating to the work and services to be performed by CORPORATION hereunder, resulting from the negligence of or the willful act or omission of CORPORATION, its agents, employees and subcontractors.
- B. COUNTY hereby agrees it shall indemnify and hold CORPORATION harmless, to the extent allowed by law, from any and all claims, demands, causes of actions, or other liability, including attorney's fees, resulting from or on account of personal injuries or death, or as a result of property damages arising out of or relating to the work to be performed by COUNTY's employees hereunder, resulting from the negligence of COUNTY's employees.

8. INSURANCE-

CORPORATION shall purchase and maintain, at all times for the full duration of this contract, the specified types and minimum amounts of insurance from companies licensed to write business in North Carolina, with an AM Best rating of "A" or higher acceptable to COUNTY.

- A. Liability/Property Damage Insurance. CORPORATION shall maintain, at all times for the full duration of this contract, professional liability insurance providing liability limits of a minimum amount of ONE MILLION DOLLARS AND NO/100 (\$1,000,000.00) per occurrence, and TWO MILLION DOLLARS AND NO/100 (\$2,000,000.00) annual aggregate combined single minimum limit for bodily injury liability and property damage. CORPORATION shall have its insurance agent furnish COUNTY a certificate of insurance evidencing the existence of such coverage and providing for thirty (30) calendar days' notice of any material change in coverage.
- B. Workers Compensation and Employers Liability Insurance. CORPORATION shall purchase and maintain, at all times for the full duration of this contract, worker's compensation and employer's liability insurance coverage for all of CORPORATION's employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and employer's liability insurance providing limits at least in the amount of \$100,000/500,000/100,000, applicable to claims due to bodily injury by accident or disease.
- C. Automobile Liability Insurance. CORPORATION shall purchase and maintain, at all times for the full duration of this contract, automobile liability insurance covering all owned and non-owned/hired vehicles, providing liability limits at least in the amount of \$250,000 per person and per occurrence for bodily injury and \$100,000.00 for property damage.

Section 1.19. Certificates and Notice of Cancellation-

- A. Before commencing work under this contract, or within thirty (30) calendar days thereafter, both parties hereto shall furnish to each other any certificates of insurance required pursuant to this contract.

Certificates shall indicate the type, amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) calendar days' written notice has been received by COUNTY."

- B. Notification of any cancellation, modification, amendment or material change as to insured entity, loss payee or coverage to this insurance policy must be given in writing within thirty (30) calendar days to the Columbus County Emergency Services Office under the notices section of this contract.

Section 1.2 10. Nondiscrimination-

A. CORPORATION will take action not to discriminate against any employee, volunteer, or applicant for employment or membership or otherwise illegally deny any person participation in or the benefits of the activities which are the subject of this contract, because of race, creed, color, sex, age, disability, or national origin.

Section 1.3 11. Minimum Qualifications-

A. CORPORATION and/or CORPORATION's employees, agents, volunteers, and/or assigns shall possess and maintain the minimum required training hours, certifications, and qualifications set forth by the State of North Carolina for the duration of this contract.

12. EQUIPMENT/PERSONNEL-

A. CORPORATION shall provide the necessary equipment and personnel for furnishing fire protection, rescue services, and/or emergency medical services as determined by the North Carolina Department of Insurance, Fire and Rescue Service Division; North Carolina Office of Emergency Medical Services and/or Columbus County EMS System Plan to the NAKINA FIRE AND RESCUE SQUAD, INC. Service Response District, as required.

13. BUDGETING PROCEDURES-

- A. In order to assist the COUNTY with establishing the amount of annual appropriation to the CORPORATION for providing the contractual services, the CORPORATION agrees to conform to the COUNTY'S budget calendar and to participate in the COUNTY'S annual budgeting processes for adoption of the Fiscal Year budget beginning the first day of July respectively.
- B. CORPORATION agrees to comply with the COUNTY budgeting process and other procedures provided for by North Carolina Law and agrees to submit budget estimates as required to the Emergency Services Office on the forms utilized and provided by the COUNTY.
- C. CORPORATION also agrees to use standard line items for accounting devised or consented to by the COUNTY Finance Director.
- D. The CORPORATION shall provide in the required annual budget submittal all requested information for the COUNTY to determine the source(s) and amounts of all current revenue and financial holdings, and anticipated revenue by the CORPORATION for each fiscal year.

Section 1.1 14. Budget Submission Deadline-

- A. CORPORATION shall provide to the COUNTY its next fiscal year budget no later than March 1st for the next COUNTY fiscal year. The CORPORATION shall provide to COUNTY, through the Columbus County

Department of Emergency Services, in such detail and in electronic form, or as may be prescribed by the County Finance Director, a budget request containing the financial needs of the CORPORATION for the fiscal year commencing the 1st day of July next following, to the extent that such financial requirements may be reviewed for consideration. Budget request shall be provided on all forms approved by the COUNTY for budget preparation and presentation hereby attached and incorporated by reference (Exhibit B).

- B. Capital Improvement Planning (CIP)- For the purpose of annual budget planning and preparation, the CORPORATION agree' s to develop a Capital Improvement Plan for purchases exceeding \$25,000. CIP's should be projected out at least (5) five years and be submitted along with the required budget documents by March 1st of each year.
- C. Should the CORPORATION fail to submit its annual budget request and required documentation within the specified time period, the COUNTY reserves the right to complete the annual budget appropriation as necessary.

15. ANNUAL FINANCIAL AUDIT-

- A. It is agreed that CORPORATION shall present to the COUNTY a copy of the department annual financial audit by a Certified Public Accountant (CPA) for each fiscal year which audit shall be in conformity with existing policies of the COUNTY prior to receiving any supplemental funds for the next fiscal year. The CORPORATION shall have an audit report performed annually by a Certified Public Accountant of all its funds, accounts, and holdings as soon as such auditor's report becomes available to the CORPORATION, but no later than six months following the close of each fiscal year, and a copy shall be submitted to the County Emergency Services Office.
- B. The CORPORATION agrees to present to the County Finance Office through Columbus County Emergency Services, an annual audit of financial situation and accompanying management letter prepared by a Certified Public Accountant according to generally accepted accounting principles and generally accepted auditing standards for the preceding fiscal year along with the annual budget request.
- C. In the event that the audit or management letter reveals a reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the CORPORATION shall provide a written statement that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each such issue, and shall provide monthly reports to the COUNTY on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the CORPORATION auditor, the CORPORATION shall bear the cost of such advice.
- D. Should the CORPORATION fail to submit its required annual audit and management letter to Columbus County Emergency Services within the specified time period, the COUNTY may, at its sole discretion, suspend all supplemental funds until the audit is delivered as set forth above, except that the Emergency Services Director may grant a reasonable submittal extension if the CORPORATION is unable to deliver the audit for reasons beyond the control of the CORPORATION or the CORPORATIONS's auditor.

16. RECORDS INSPECTION AND BONDING-

- A. Financial Records Inspection: It is agreed that the COUNTY may inspect all financial books and accounts in regards to CORPORATION with five (5) business days' prior notice to CORPORATION. The COUNTY may inspect all records and accounts which the

CORPORATION is required to establish and maintain under the provisions of this contract. The CORPORATION agrees that it will supply such financial books and records of the CORPORATION within reasonable mutually agreeable times during regular business hours of the COUNTY.

13. As an independent non-profit entity, the CORPORATION agrees to generate and maintain all required records and data and shall maintain such records and data in accordance with Generally Accepted Accounting Principles (GAAP). The CORPORATION agrees that the COUNTY will have reasonable access to all books, financial records, and audit reports. The CORPORATION agrees to provide the COUNTY the required documentation of all of its receipts and disbursements, including without limitation, those related to the expenditure of any funds appropriated and disbursed to the CORPORATION under this contract.

C. The CORPORATION agrees to secure and maintain a blanket bond or similar insurance coverage which is acceptable to the COUNTY on all persons who have access to or authority to disburse funds belonging to the CORPORATION. Such blanket bond or insurance coverage shall be through a company or entity acceptable to the COUNTY, and shall be in the amount of not less than the revenues collected and provided by the COUNTY in the tax district served by the department as projected by the COUNTY for the upcoming year. Proof of such bonding or insurance shall be provided to the COUNTY prior to the disbursement of any funds to the department. Additionally, it is recommended that the CORPORATION follow the procedures for letting of public contracts set forth in NCGS 143-129 hereby attached and incorporated by reference (Exhibit XI).

17. UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT AND/OR OTHER LENDING INSTITUTIONS-

A. This contract shall be contiguous for any term specified in any USDARD and/or other lending institutions loan(s) with CORPORATION.

18. NON-APPROPRIATION-

- A. All funds for payment by COUNTY under this contract are subject to the availability of any annual appropriation for this purpose by the COMMISSIONERS. In the event of non-appropriation of funds by the COMMISSIONERS for the services provided under this contract, COUNTY will terminate this contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this contract is spent, whichever occurs first.
- B. If, at any time, funds are not appropriated for the continuance of this contract, cancellation shall be accepted by CORPORATION on thirty (30) calendar days' prior written notice. Failure to give such notice shall be of no effect and COUNTY shall not be obligated under this contract beyond the date of termination.

19. REIMBURSEMENT FOR DISASTER SERVICES —

- A. The COUNTY agrees to request reimbursement of documented expenses for service(s) rendered by CORPORATION during natural disasters.
- B. Reimbursement request(s) of eligible expenses will only be initiated following a declaration of a major disaster for the COUNTY by the President of the United States, as requested by the State of North Carolina Governor's Office through the Division of Emergency Services. At the conclusion of any declared disaster as

determined by COUNTY, the CORPORATION shall determine its direct marginal costs incurred in the course of rendering this disaster assistance, and shall present such cost statements to COUNTY for review and possible reimbursement should federal or state monies become available.

- C. CORPORATION shall allow, but not require, its members to render aid under such disaster conditions voluntarily and without compensation. CORPORATION shall not include in its cost statements any charges for services rendered by volunteer members. The cost statements associated with rendering aid under disaster conditions shall be based entirely upon the actual direct additional marginal costs incurred by CORPORATION in the course of rendering such disaster assistance, and shall not include costs that would have been borne by CORPORATION to meet normal service requirements if the disaster had not occurred. Reimbursement to CORPORATION by the COUNTY shall be contingent upon the availability of disaster assistance funding received by the COUNTY.

Section 1.1 20. Exclusive Use of Funds-

A. All funds paid to CORPORATION by the COUNTY shall be used exclusively to provide fire protection, rescue services and/or emergency medical services within the NAKINA FIRE AND RESCUE SQUAD, INC. Service Response District, and to pay legitimate related expenses such as matching grant funds, contractual service fees, and principal and interest payments on loans provided by USDA/Rural Development or other lending institutions.

Section 1.2 21. Payment of Special Taxes-

A. All taxes, current and delinquent, as they are collected by the COUNTY, shall be paid to CORPORATION on a monthly basis.

22. SEPARATE FUND-

A. A special or separate fund shall be maintained by the COUNTY for funds collected as a result of said special taxes. An adequate record of funds collected and disbursed as a result of said special taxes shall be maintained by the COUNTY. The COUNTY's Tax Office will provide CORPORATION with a printed report of the status of taxes collected on an annual basis to be received by the CORPORATION not later than May 1st each calendar year.

23. Supplemental Funding-Fiscal Year 23/24; Annual financial supplements shall not carry over to future budgets.

A. In addition to the special fire taxes, and with the mutually recognized goal of attempting to promote sound and responsible financial management practices, the COUNTY will also contribute the not to exceed minimum sum of supplemental funding for financial auditing, bookkeeping services, and/or financial software services;

- Sixteen Thousand Six Hundred Ninety-Four and 00/100 Dollars (\$ 16,694.00) to CORPORATION if providing fire and emergency medical services for this fiscal year; OR
- Ten Thousand Five Hundred F01ty-Three and 00/100 Dollars (\$ 10,543.00) to CORPORATION if providing only fire OR emergency medical services for the fiscal year.

B. In addition to the special fire taxes, and with the mutually recognized goal of attempting to achieve the highest levels of partnerships and support for the volunteer firefighters, the COUNTY will also contribute annually, a supplemental contribution to the Columbus County Firefighters Association in the amounts listed:

- \$3,000 towards annual Fire Department dues
- \$2,000 towards quarterly Firefighters Association meetings
- \$3,000 towards annual Firefighter Awards Dinner

- C. In addition to the special fire taxes, and with the mutually recognized goal of attempting to provide critical training, financial, and educational resources for qualified volunteers, the COUNTY will contribute annually, a supplemental reimbursement of the CORPORATIONS annual NC State Firefighters Association dues in the amount not to exceed: \$750
- D. In addition to the special fire taxes, and with the mutually recognized goal of attempting to recruit and retain qualified volunteers, the COUNTY will contribute annually, a supplemental reimbursement of the CORPORATIONS annual expenses related to firefighter training (seminars, certification course's, equipment, and educational supplies) in the amount not to exceed: \$1,000.
- E. In addition to the special fire taxes, and with the mutually recognized goal of attempting to provide enhanced, and consistent emergency responder notifications, the COUNTY will also contribute annually, a supplemental reimbursement towards a secondary means of emergency notification software system to be utilized for emergency incident notification by the CORPORATION, in the amount not to exceed: \$750.
- F. In addition to the amount shown in paragraph 21 and special taxes as shown in this contract, the COUNTY has set aside a minimum sum of seven-thousand five hundred and 00/100 dollars (\$7,500.00) to reimburse the CORPORATION's annual expenses for the specific purpose of providing incentives to achieve the CORPORATION's firefighting recruitment, retention, and staffing needs. Qualifying volunteer expenses include: pay per call stipends, uniforms, personal protective equipment, and awards. The COUNTY shall disburse the supplemental reimbursement payment not to exceed seven-thousand five hundred and 00/100 dollars (\$7,500.00) in one payment on the 15th day of June, 2024. This amount will be re-evaluated and determined in the planning of subsequent budgets.
- G. In order to support fire districts with limited tax base, the COUNTY shall provide supplemental funding to ensure a minimum operational budget of up to fifty thousand and 00/100 dollars (\$50,000). Example: If a fire departments total revenue collected from the special fire district taxes for the fiscal year is \$40, 000, the COUNTY will supplement an additional \$10,000 to bring the minimum operational funding up to: \$50, 000.
- H. The CORPORATION maintains the option to bill for services for compensation at its sole discretion provided by a billing service for all related emergency services. Nothing within this contract shall prohibit CORPORATION from soliciting any insurance source available to CORPORATION for payment regarding the performance of its contractual duties under this contract.
24. Supplemental Funding- Beginning Fiscal Year 24/25; Annual financial supplements shall not carry over to future budgets.
- A. In addition to the special fire taxes, and with the mutually recognized goal of attempting to promote sound and responsible financial management practices, the COUNTY will also contribute the not to exceed minimum sum of supplemental funding for financial auditing, bookkeeping services, and/or financial software services;
- Twenty Thousand and 00/100 Dollars (\$20,000.00) to CORPORATION if providing fire and emergency medical services for the fiscal year; OR.
 - Fifteen Thousand and 00/100 Dollars (\$15,000.00) to CORPORATION if providing only fire OR emergency medical services for the fiscal year.

- B. In addition to the special fire taxes, and with the mutually recognized goal of attempting to achieve the highest levels of partnerships and support for the volunteer firefighters, the COUNTY will also contribute an annual allocation to the Columbus County Firefighters Association in the amounts listed:
- \$3,000 towards annual Firefighter Association dues.
 - \$2,000 towards quarterly Firefighters Association meetings. ● \$3,000 towards annual Firefighter Awards Dinner.
- C. In addition to the special fire taxes, and with the mutually recognized goal of attempting to achieve and maintain the highest levels of fire service to the community and reward exceptional organizational NCDOL fire classification rating efforts, the COUNTY will also contribute annually on October 1st, a one-time supplemental incentive for the CORPORATIONS current NCDOL insurance rating in the amounts specified:
- Class 9 \$0
 - Class 8-7 \$3,000
 - Class 6-5 \$5,000
 - Class 4 or lower \$7,000
- D. In addition to the special fire taxes, and with the mutually recognized goal of attempting to provide critical financial, training, and educational resources for qualified volunteers, the COUNTY will contribute annually, a supplemental reimbursement of the CORPORATIONS annual NC State Firefighters Association dues in the amount not to exceed: \$750.
- E. In addition to the special fire taxes, and with the mutually recognized goal of attempting to recruit and retain qualified volunteers, the COUNTY will contribute annually, a supplemental reimbursement of the CORPORATIONS annual expenses related to firefighter training (seminars, certification course's, equipment, and educational supplies) in the amount not to exceed: \$2,000.
- F. In addition to the special fire taxes, and with the mutually recognized goal of attempting to recruit and retain qualified volunteers, the COUNTY will also contribute annually, a supplemental reimbursement of the CORPORATIONS annual NC Firefighters and Rescue Squad Workers Pension Fund dues in the amount not to exceed: \$3,600.
- G. In addition to the special fire taxes, and with the mutually recognized goal of attempting to provide enhanced, and consistent emergency responder notifications, the COUNTY will also contribute annually, a supplemental reimbursement of the departments expenses towards a secondary means of emergency notification software system to be utilized for emergency incident notification by the CORPORATION, in the amount not to exceed: \$450.
- I. In addition to the amount shown in paragraph 21 and special taxes as shown in this contract, the COUNTY has set aside a minimum sum of fifteen-thousand and 00/100 dollars (\$15,000.00) to reimburse the CORPORATION's annual expenses for the specific purpose of providing incentives to achieve the CORPORATION's firefighting recruitment, retention, and staffing needs. Qualifying volunteer expenses include: per call stipends, uniforms, personal protective equipment, and awards. The COUNTY shall disburse the annual reimbursement payments not to exceed seven thousand five hundred and 00/100 dollars (\$7,500.00) in two bi-annual payments on the 15th day of December, and 15th day of June each year. This amount will be re-evaluated and determined in the planning of subsequent budgets.

H. In addition to the special fire taxes, and with the mutually recognized goal of attempting to ensure emergency equipment and resources are safe, operational, and properly serviced, the COUNTY will also contribute annually, a supplemental reimbursement of the CORPORATIONS expenses (not to exceed the listed amounts) for required insurance rating testing and maintenance of equipment and infrastructure:

- Annual Fire Service Ground Ladder Testing \$600.00.
- Annual Fire Service Aerial Ladder Testing \$750.00.
- Annual Fire Service Hose Testing: \$2,500.00.
- Annual Apparatus Pump Testing: \$600.00.
- Annual SCBA Flow Testing: \$1,500
- Annual Fire Extinguisher Testing: \$500.00
- Annual Defibrillator (AED) Testing: \$300.00
- (5 Yr.) Hydrant Flow Testing: \$3,500.00.

1. In order to support fire districts with limited tax base, the COUNTY shall provide supplemental funding to ensure a minimum operational budget of up to fifty thousand and 00/100 dollars (\$50,000). Example: If a fire departments total revenue collected from the special fire district taxes for the fiscal year is \$40,000, the COUNTY will supplement an additional \$10,000 to bring the minimum operational funding up to: \$50,000.

J. The CORPORATION maintains the option to bill for services for compensation at its sole discretion provided by a billing service for all patients and/or related emergency services. Nothing within this contract shall prohibit CORPORATION from soliciting any insurance source available to CORPORATION for payment regarding the performance of its contractual duties under this contract.

25. Future Funding.

A. Any future funding and financial oversight by COUNTY shall be unilaterally determined by the COUNTY.

Section 1.1 26. Donations-

A. Nothing within this contract shall prohibit CORPORATION from soliciting charitable donations or conducting fund-raising to solely benefit CORPORATION.

27. MUTUAL AID-

- A. CORPORATION agrees to provide mutual aid to any county department for assistance through recognized communication procedures, provided personnel and/or resources are available from CORPORATION. The CORPORATION agrees to provide mutual aid services to other emergency services providers within the County of Columbus. N.C.G.S. § 58-83-1 hereby attached and incorporated by reference (Exhibit VI), authorizes mutual aid assistance between fire departments. Fire Departments are allowed to exercise full authority to send firefighters and apparatus beyond the territorial limits of the primary District which they normally serve. The CORPORATION agrees that it will enter Mutual Aid Agreements with other Departments which are independent corporations only for the purposes of assisting with emergency situations and complying with the terms of this contract.
- B. The COUNTY may notify the CORPORATION that its automatic or mutual aid is needed. When the CORPORATION is notified that an emergency does in fact exist and CORPORATIONS aid is needed, the Chief or person delegated with authority shall have the responsibility to order available apparatus, equipment, and personnel as may be required and available to respond to assist with the emergency. The Chief or other person delegated authority shall first determine that the automatic aid or mutual aid request may be honored without impairing the CORPORATIONS capacity to provide protection within its own jurisdiction. When that determination is made, the Chief or other person delegated authority may take appropriate action with regard to furnishing the requested

aid. The CORPORATION providing aid shall be responsible for the conduct and actions of its personnel and the costs arising out of the use of its personnel and the use of apparatus, equipment or tools.

- C. The CORPORATION waives any claim it may have against the COUNTY which claim may be based on the fact that the CORPORATION entered into a Mutual Aid Agreement, or that the COUNTY requested or required that mutual aid be provided to another agency. The CORPORATION understands that other agencies will maintain their own liability policies and be responsible for their own expenses. The CORPORATION further understands that it will be responsible for its own expenses while providing mutual aid to another agency.

28. BINDING EFFECT-

A. This contract shall be binding upon the parties hereto, their successors, executors, administrators and assigns.

29. FURTHER ACTIONS-

A. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

30. Inclusive Terms-

A. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

Section 1.1 **31. Governing Law-**

A. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

32. Notices-

- A. All notice required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party, by mailing written notice of such change of address, by Certified Mail, Return Receipt Requested:

To COUNTY: County of Columbus C/O Columbus County Manager 127 W. Webster Street Whiteville, North Carolina, 28472	To CORPORATION: Nakina Fire and Rescue Squad Inc. C/O Fire Chief 214 Ramsey Ford Rd. Nakina, NC 28455
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33. Assignability-

- A. It is mutually agreed by the parties hereto that this contract is not transferable and shall not be assigned by either party without the written consent of the other party to this contract.

34. Modifications-

- A. This contract shall not be modified or otherwise amended except in writing and signed by the parties.

Section 1.2 **35. Termination-**

- A. This contract may be terminated at any time by either party, without penalty provided that written notice of such termination is furnished to the other party at least ninety (90) calendar days prior to termination.

- B. If, in the event that the CORPORATION is found in violation of the terms of this contract, the COUNTY may terminate this contract immediately.

Section 1.3 36. Specific Provisions and Services
Provided-

A. CORPORATION shall fully provide the specific services shown (exhibits listed hereto), and incorporated herein by reference, which also details provisions specific to those services.

Section 1.4 37. Entire Contract-

A. The terms and provisions herein contained, including the exhibits attached hereto and incorporated herein by reference, constitute the entire agreement and understanding between the parties. This contract supersedes any and all prior and independent contracts/agreements, either verbal or written, between the parties covering the specific subject matter of the performance of CORPORATION.

(a) 38. II-Verify-

A. Parties are aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes

(b) 39. Full Disclosure-

- A. It is hereby understood by each and every party to this contract that this contract, exhibits, agreements, and its terms are fair and reasonable to the parties here undersigned and are fully disclosed and transmitted, in writing, to each party to this contract in a manner that should reasonably be, or have been, understood by each party; and
- B. It is hereby understood by each and every party to this contract that each party is advised by this section, in writing, that each party may seek the advice of an independent Attorney at Law of their choice and each party is hereby given reasonable opportunity and time to seek said advice; and
- C. It is hereby understood, that each party to this contract hereby consents, in writing, to the terms of this contract.

SPECIFIC FIRE PROVISIONS EXHIBIT

This section is incorporated by reference to the Contract between
Columbus County Board of Commissioners and the
NAKINA FIRE AND RESCUE SQUAD, INC.

dated January 11, 2024

(c) 1. Definitions

- A. First Alarm: An alarm received by CORPORATION for fire or rescue or emergency medical services.
- B. Rescue Service: Provide trained personnel and equipment to respond to emergency incidents associated with, vehicle accidents, water, confined space, technical rescue, or other special rescue incidents.
- C. Second Alarm: A subsequent alarm for fire or rescue or emergency medical services received while CORPORATION is out on the First Alarm. If additional personnel and equipment are reasonably available, CORPORATION shall respond.

- D. Missed Call: An unanswered alarm and/or request for mutual aid.
- E. Mutual Aid: A response from any Columbus County Fire and Rescue organization requesting the assistance of another Columbus County Fire and Rescue organization within the COUNTY's geographical boundary. Mutual Aid also includes any Columbus County Fire and Rescue organization providing assistance outside the COUNTY's geographical boundary and/or its designated service response district.
- F. Completion of alarm: The reasonable time during which CORPORATION is preparing for a response to an alarm, attending the alarm and returning to the station.
- G. Quality Assurance: The planned, consolidated, and structured evaluation required to ensure confidence that quality care is delivered and is consistent with standards set forth by medical control.
- H. Quality Improvement: The consolidated actions that are necessary to lead to measurable results and improvement in patient care and/or system operations.

(d) 2. Special Tax Assessment-

- A. The COUNTY contracts and agrees that it will cause to be assessed or levied a special tax and/or fee as may be designated by COUNTY and/or North Carolina State Law, whichever is appropriate in the Response District unless otherwise limited by law and/or a vote of the appropriate citizenry.
- B. The COUNTY will collect said tax and/or fee as a part of the ad valorem taxes of the COUNTY , provided, however, beginning with the next fiscal year immediately following the date of this contract.

Section 1.5 3. Services Provided by

CORPORATIONCORPORATION agrees to;

- A. Furnish and provide continuing fire protection service and other emergency services to all residents of the approved fire district, to all persons present in the District, and to all real and personal property lying within the boundaries of the District and to other areas of the county as may be agreed to in automatic/mutual aid agreements with other fire departments within the county;
- B. Provide its services throughout the approved response district and elsewhere in accordance with the standards and other requirements in a manner that complies with all Applicable Law, including by illustration, but not limited to, those applicable rules and regulations of the North Carolina Department of Insurance (NCDI) and the Insurance Services Office, Inc. (ISO). The services shall be in accordance with minimum standards set forth in this agreement and all future amendments.
- C. The CORPORATION agrees to provide the services in accordance with the requirements set forth in this agreement in a safe, professional, efficient and workmanlike manner to all persons and property in its assigned District;
- D. Respond upon dispatch within the District the equipment and resources necessary with sufficient personnel to operate such equipment and resources in the sole judgment of the Chief or his/her designee; however, if, at the time of the call or dispatch, the CORPORATION is actively engaged in providing services to another incident, such that the type of equipment and personnel needed is not available, this Agreement does not require the CORPORATION to stop rendering services to the emergency it is still actively engaged in assisting in order to provide services to another location;
- E. Provide lifesaving, property conservation, and protection measures as necessary;

- F. Provide search and rescue services assistance as requested by the COUNTY;
- G. Respond to motor vehicle accidents and roadway incidents;
- H. Respond to emergency calls for service in the approved response district from the 91 1 Communications Center and County Emergency Services;
- I. Respond during natural disasters. CORPORATION agrees to provide the following, but not limited to services upon request by the COUNTY during times of emergency/ disaster: (1) debris clearance, (2) traffic control and (3) other lifesaving and property conservation measures as necessary;
- J. To the extent the CORPORATION chooses to provide technical rescue services to the COUNTY within the approved district and other locations when called to provide such services by the COUNTY or to another response district, the CORPORATION shall meet all of the following conditions;
 - I. Have in place a signed technical rescue services agreement with the COUNTY. CORPORATIONS providing technical rescue services within the COUNTY without a signed contractual agreement assume all risks associated with such services including; loss, property damage, personal injury (including death) of all services performed outside of a contractual agreement and;
 - (2) The CORPORATION shall possess a valid certification through the North Carolina Association of Rescue and Emergency Medical Services OR obtain certification training related to the specific technical rescue service discipline provided (ex: extrication, swift water, confined space, wilderness land search, agriculture machinery) and;
 - (3) CORPORATION provides the technical rescue services utilizing all required personnel safety procedures and equipment and;
 - (4) A change in the level of technical rescue services or certifications shall require a 120-day notice to the COUNTY.
- K. To the extent the CORPORATION chooses to operate a Medical Responder (MR) program, or a First Responder Program (FR), the CORPORATION shall adhere to EMS system guidelines established for the operation of emergency medical programs in Columbus County and shall adhere to the Columbus County EMS System Continuing Education Program, and
 - I. CORPORATION provides the FR/MR services utilizing all required personnel safety procedures and equipment and;
 - 2. Have in place a signed FR/MR services agreement with the COUNTY;
 - 3. A change in the level of FR/MR services or certifications shall require a 120-day notice to the COUNTY.

(a) 4. Services Provided by COUNTYCOUNTY

agrees to;

In accordance with this Agreement, and at the COUNTY'S sole expense outside the scope contractual funding of the CORPORATION pursuant to this agreement, the COUNTY agrees to furnish the following services:

- A. Provide 91 1 center communications and dispatch (PSAP);

- B. Provide assistance with investigations of fires, arsons, fire deaths, and fire injuries when requested by the Chief or Designee of the response district in which the fire occurred. Fire investigation services in accordance to N. C. G. S. 58-79-1 hereby attached and incorporated by reference (Exhibit VII) and as detailed in Section "15" of this agreement;
- C. Provide maintenance and repair of the county water system including fire hydrant replacement and or repair when needed;
- D. Provide emergency incident response assistance with personnel and equipment in support of the CORPORATIONS eff01ts•,
- E. Provide Strategic Planning and Research assistance, Policy and Procedure development, and implementation regarding industry best practices;
- F. Provide maintenance of the county radio and paging systems;
- G. Provide firefighter and EMS ID and accountability card system;
- H. Provide assistance to the CORPORATION with fire prevention and community awareness programs within the response district;
- I. Provide a consolidated fire service incident records management system (NFIRS) software for contracted fire service agencies, and when applicable and necessary, software updates and annual software support, provided that personnel information and data entered into such software shall be the sole and exclusive property of the CORPORATION, except as may otherwise be required by law or by court order;
- J. Provide a consolidated emergency medical service incident records management system (PreMIS) software for contracted EMS agencies, and when applicable and necessary, software updates and annual software support, provided that personnel information and data entered into such software shall be the sole and exclusive property of the CORPORATION, except as may otherwise be required by law or by court order;
- K. Provide a secondary means of mobile alert emergency notification system response software (Ex: Active 91 1 or similar system);
- L. Provide a Fire and EMS policy management system;
- M. Provide additional services and support that may be needed and mutually agreed between the COUNTY and the CORPORATION as circumstances may dictate from time to time;
- N. Provide Inspections of all public buildings as set forth in the North Carolina Building Code and the North Carolina General Statutes;
- O. Provide National Fire Protection Association resource materials on fire prevention, instructional or fire service standards that shall be made available through the Fire Marshal's office electronically or in print;

The COUNTY and CORPORATION in partnership should participate, through membership, in the Columbus County Firefighters Association and Chiefs Association or any other like kind association adopted by the Chiefs, in an effort to meet the following objectives:

- A. Coordinate the planning and establishment of goals, procedures, and objectives of the fire and rescue departments of Columbus County and;
- B. Develop committees to involve members in the development and delivery of services, represent member opinion in decision-making, and help serve member needs through interaction and;
- C. Ensure effective communication and the free exchange of information among all fire and rescue departments and;
- D. Assist in developing unified training and safety procedures for all fire and rescue personnel within Columbus County; and
- E. Ensure all fire and rescue departments are informed of the location, quantity, and capability of resources utilized among the departments in Columbus County; and
- F. Ensure all fire and rescue departments are informed about new or existing technology, and ways that departments are being operated across the United States, North Carolina, and locally; and
- G. Maintain a liaison with Columbus County Emergency Services, and
 - II. Ensure all fire and rescue departments within Columbus County are informed of current events, programs, and legislation (local, state and federal) available to responders and their families.
- I. Cooperate in establishing disaster plans and in conducting exercises pursuant to disaster plans administered by the Columbus County Department of Emergency Services.

Section 1.7 6. Response Procedures-

- A. The Fire Chief and/or BOARD agrees to work toward ensuring sufficient and trained personnel are available to respond when dispatched as required. The Fire Chief and/or BOARD is responsible for ensuring that all standards and documentation requirements established by the state and respective associations are met.
- B. The CORPORATION and the COUNTY mutually agree that the CORPORATIONS response times, and the amount of trained personnel on emergency scenes are an essential component of providing an efficient and effective level of service to the community. CORPORATION in partnership with the COUNTY and Chiefs Association agree to develop sustainable future response and funding plans based on achieving accepted national response time goals for fire and EMS calls for service in the approved response district. The COUNTY and the CORPORATION agree to collaboratively monitor response times, on-scene staffing levels, and agree to develop strategies to address any response time, funding, and/or on-scene staffing issues as applicable.
 - 1. CORPORATION shall respond to alarms as dispatched by the COUNTY's 91 1 Emergency Communications Center geographically located within COUNTY lines.
 - 2. Event response times shall be measured beginning with call received time as reported in the Computer Aided Dispatch ("CAD") Event Report and ending with the Back in service Time as reported in the CAD Event Report.

For fire or rescue calls, On-Scene Time shall be measured when the first rated fire suppression or rescue apparatus arrives on the scene.

3. For planning purposes, based on minimum requirements for rural volunteer fire department responses, NFPA 1720 table 4.3.2 specifies fire departments should develop plans to help achieve 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 80% of the time.
 4. The following response times are captured in the computer aided dispatch (CAD) system:
 - Time the call for service was received in the 91 1 communication center;
 - Time the fire unit/s are dispatched to the emergency response;
 - Time the fire unit/s are enroute (wheels rolling) to the emergency response address;
 - Time the fire unit/s arrived on scene at the dispatched address•
 - Time the fire unit/s were response ready and back in service;
- C. System Performance Monitoring - CORPORATION agrees to mutually assist the COUNTY to utilize a data reporting application provided by the COUNTY for the near real time evaluation of operational performance, response time data, clinical data, and other necessary information. COUNTY will implement a web-based dashboard system that monitors and reports data from single or multiple data sources for quick access to near real time data that is critical to performance and compliance with the provisions of this contract. The web-based application shall interface with the COUNTY CAD or data systems as required and approved by COUNTY.
- D. In the event there are more than three (3) incidents of rescue or fire during any one fiscal year when the CORPORATION is dispatched but does not respond with the appropriate resources, the insufficient response may constitute a breach of contract. If the CORPORATION has more than three (3) insufficient response incidents, the COUNTY may assess the events and the circumstances then existing, and the CORPORATIONS ability to respond and implement appropriate corrective measures.
- E. In the event a second alarm is received while CORPORATION is reasonably preparing for response to or has immediately concluded a previously dispatched alarm (overlapping incident), the CORPORATION should respond to the second alarm provided that CORPORATION has additional personnel and equipment available to do so.
- F. In the event CORPORATION is unable to respond to the second alarm; the second alarm will be directed to the Mutual Aid department. In this instance, the second alarm would not be considered a missed call. Upon completion of the first alarm, CORPORATION will be considered available for service.
- G. CORPORATION may provide Mutual Aid outside the geographic boundary of the COUNTY and/or its designated service response district with the understanding that should CORPORATION receive a COUNTY alarm or request for Mutual Aid, the COUNTY alarm or request for Mutual Aid shall take precedence and will in fact become a First Alarm. Should CORPORATION not respond to the COUNTY alarm or request for Mutual Aid in this manner, the alarm or request will be considered as a Missed Call.

Section 1.8 7. Insurance Rating-

- A. The CORPORATION agrees to engage in efforts to successfully maintain or improve its insurance rating (as of the effective date of this contract) with the North Carolina Department of Insurance, the Insurance

Services Office, Inc., ("ISO"), NC State Fire Marshal's Office, and when applicable, its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The CORPORATION shall continuously comply with all applicable laws, ordinances, and State regulations pertaining to the contacted services throughout the term of this contract. CORPORATION agrees to file with the COUNTY, to be f01wardecl to the Emergency Services Director, a copy of its current NCDOI insurance rating certificate.

- B. The CORPORATION agrees that it shall maintain a valid insurance rating no lower than a 9S but, its goal should be to strive to achieve a Class 6 insurance rating or lower for the territory within five (5) road miles of the main station or substation(s), and no lower than a 9E for the territory exceeding five (5) road miles but less than six (6) road miles from the main station or substation(s). If any part of the contracted fire district lies further than six (6) road miles from the main station or substation and is classified as a Class 10 rated area, the CORPORATION should endeavor in good faith and if possible to eliminate such areas. The CORPORATION agrees to work in good faith within its means and resources to implement effective changes to its internal systems to obtain the Class 6 or lower rating for all of the structures within its approved response district.
- C. In the event that the CORPORATIONS ISO rating is suspended or revoked solely due to the CORPORATIONS inability to meet the required ISO standards, or if the CORPORATION is placed on probation by the North Carolina Department of Insurance, the CORPORATION agrees to immediately undertake and to implement such reasonable actions as necessary by the CORPORATION to improve its ISO rating to a level reasonably achievable under the circumstances as they exist at that time of the reduced rating.
- D. The CORPORATION shall prepare and submit to the COUNTY a plan acceptable to the COUNTY to reinstate its previous insurance rating within a one (1) year period. The plan shall be submitted within 30 days of the time when the CORPORATION is notified of having a rating increase. The plan shall include specific steps to be taken to attain the previous insurance rating, including, without limitation, a timeline and projected costs associated with taking the corrective actions.
- E. In the event the CORPORATION believes its rating increased due to problems associated with the COUNTY resources, the CORPORATION shall notify the Emergency Services Director. For example: If points are deducted from the CORPORATIONS insurance rating because the COUNTY Communication Center or the COUNTY water system is not functioning adequately, the COUNTY shall endeavor in good faith and with due diligence to work with the CORPORATION to improve any of its systems which may have caused the ISO rating to increase.

Section 1.9 8. Reporting-

- A. The CORPORATION agrees to complete an incident report immediately following all fires, or as soon thereafter as reasonably practicable. The incident reports shall be entered into a consolidated Incident Reporting Software (NFIRS) system designated by the Fire Chiefs, according to NFIRS guidelines. The CORPORATION agrees to enter the incident response reports in electronic form accessible to the Fire Marshal's Office in accordance with N.C.G.S. § 58-79-45 hereby attached and incorporated by reference (Exhibit VIII). The CORPORATION shall maintain all fire incident reports and make the reports available to property owners, upon request.
- B. The CORPORATION providing FIRE services shall ensure all National Fire Incident Reporting System (NFIRS) reports are submitted to the NC Office of State Fire Marshal as required. All NFIRS incident

reports shall be entered into the approved electronic records management system complete and accurate within forty-eight (48) hours of the incident and available to the COUNTY for review.

- C. The CORPORATION shall keep all records for a minimum period of seven (7) years. All NFIRS reports are to be electronically submitted quarterly to meet the 120-day state submission rule as per I I NCAC 05A.0910 Incident Reporting. All state and county required reports and rosters shall be submitted by the requested deadline.
- D. The CORPORATION shall provide to the Columbus County Fire Marshal's Office the following documents annually:
 - 1. A current and complete roster of members of the Fire Department, along with the number of training hours for all members on the roster.
 - 2. Proof of annual insurance policies compliance.
 - 3. A list of all equipment and/or services acquired through grant funding
 - 4. Contact list for the Chief and Asst. Chief
 - 5. Certification Levels if Rescue or EMS services are provided.
 - 6. Contact list for the Board of Directors.

(a) 9. Communications-

A. The CORPORATION agrees to follow all COUNTY dispatching and communications procedures, plans, and policies associated with the 91 1 communications center, radios, and paging systems. COUNTY will maintain radio and dispatch communications systems to ensure system performance and integrity is maintained.

- COUNTY and CORPORATION mutually agree to continue the Communications Committee consisting of system users and qualified personnel to develop communications systems policies and procedures regarding radio and paging systems.

Section 1.10 10. Standards of Performance-

- A. The CORPORATION agrees to participate jointly with the COUNTY and Chiefs Association in the development and implementation of county Fire/EMS/Rescue service system performance standards including (but not limited to), response plans, strategic planning, documentation consistency, quality/performance improvement, and standard operating procedures.
- B. The CORPORATION should furnish emergency services in a safe, professional, efficient, and effective manner, in particular so as to meet the requirements of and comply with the rules, guidelines, and regulations of the North Carolina Department of Insurance/Fire and Rescue Division, North Carolina Office of Emergency Medical Services, County Medical Direction, County EMS Plan, and other pertinent federal, state and county laws, regulations and standards.
- C. CORPORATIONS that choose to provide Technical Rescue programs should work towards meeting certification and training requirements associated with the rescue service provided as established by the North Carolina Association of Rescue and EMS.
- D. The CORPORATION agrees to participate jointly with the COUNTY and Chiefs Association in the development and implementation of county standard operating guidelines regarding minimum staffing levels and incident operations procedures.

Section 1.11 I 1 . Incident Command Procedures

(ICS)-

- A. The National Incident Management System (NIMS) is a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly and manage incidents involving all threats and hazards regardless of cause, size, location, or complexity-in order to reduce loss of life, property and harm to the environment. NIMS guidelines and policies currently in effect are published by the Department of Homeland Security and were originally established by Presidential Directive.
- B. The CORPORATION agrees to participate jointly with the COUNTY and Chiefs Association in implementing the National Incident Management System at all incidents to manage personnel on scene. CORPORATION shall receive training in accordance with the National Incident Management System (NIMS) directive. The CORPORATION shall use NIMS on all incidents.

Section 1.12 12. Training-

- A. The CORPORATION agrees to participate jointly with the COUNTY and Chiefs Association in providing training programs to ensure the minimum standard training requirements set forth for its department members by the State of NC OSFM are achieved for providing fire, rescue, and emergency services. The CORPORATION should designate a member of the department as "Training Officer" to coordinate and facilitate all training objectives within the department.
- B. The CORPORATION agrees to participate jointly with the COUNTY and Chiefs Association in adopting guidelines and plans which address appropriate initial training and continuing education of firefighters of the CORPORATION. These guidelines will ensure that such initial training and continuing education strive in good faith to meet or exceed all requirements of the State of North Carolina, including, without limitation, a minimum standard of thirty-six (36) hours of fire training per CORPORATION member annually.
- C. The CORPORATION should maintain training records for each volunteer or employee on its roster. Training records should include, but not be limited to, the following: names of courses that have been completed, time spent in training for each course, the course dates, description of training completed, instructors, and the place where the course was held.
- D. Training information should be entered into the approved electronic records management system on all training held by the CORPORATION or attended by its volunteers and employees and available for review by the County Fire Marshal's Office.

(a) 13. Fire Investigations-

- A. The CORPORATION agrees to participate jointly with the COUNTY and Chiefs Association regarding developing procedures for Incident Fire Investigations. The CORPORATION officer in charge at all fire scenes shall attempt to determine the cause and origin of every fire as provided in N. C. G. S. 58-79-1 hereby attached and incorporated by reference (Exhibit VII). When the officer in charge cannot determine the cause and origin of the fire, or if the cause is suspected to be of incendiary nature, or a fire fatality, the office in charge of the incident may request the assistance of the Columbus County Fire Marshal's Office.

Section 1.13 14. Fire Hydrants-

- A. The CORPORATION agrees to participate jointly with the COUNTY and Chiefs Association regarding hydrant servicing procedures. If COUNTY owned fire hydrants are located within the district, and the CORPORATION elects to conduct hydrant testing, flowing, and/or maintenance in their respective district, the CORPORATION shall ensure that hydrants in the fire district are flushed and checked for accessibility, functionality, visibility, and operation as directed by COUNTY policy hereby attached and incorporated by reference (Exhibit D).
- B. The CORPORATION should meet the then-current North Carolina Response Rating Schedule (NCRRS) requirements for fire hydrant testing and maintenance (at least once every five years) to receive full credit under the NCRRS. The CORPORATION agrees to allow the COUNTY to review and copy the CORPORATIONS hydrant flow, and maintenance records. A copy of all hydrant flow data should be provided to the COUNTY after completion. Records of fire hydrant tests and maintenance conducted by the CORPORATION should be available for review by the Fire Marshal's Office.
 - c. The CORPORATION agrees to provide notice to COUNTY Public Utilities (5) five days prior to any hydrant servicing testing, flowing, and/or maintenance in their respective district in order to provide for public notice alerts and receive prior approval from Columbus County Public Utilities prior to flushing, testing or using fire hydrants located within the COUNTY, except for use during emergency incidents.
- D. To ensure that the CORPORATION receives full credit for having access to a working set of fire hydrants, the COUNTY agrees that it will repair any non-working fire hydrants within sixty (60) days of being notified by the CORPORATION that a fire hydrant is not working. The CORPORATION shall notify the Columbus County Public Utilities Department a minimum of (5) five days in advance of any scheduled live bum training event if the CORPORATION intends to use a Columbus County fire hydrant, and shall provide the address and date of the training event, in order to meet the required water demands for the training event.

Section 1.14 15. Emergency Disaster Response-

- A. The CORPORATION agrees to participate jointly with the COUNTY in responses associated with natural disasters. The CORPORATION shall follow the approved Columbus County Emergency Operations Plan when responding to an emergency or natural disaster.

(a) 16. State of Emergency-

- A. All response operations shall be managed in accordance with the Columbus County Emergency Operations Plan. The COUNTY requests that the CORPORATION, when available to assist with the following services, but not limited to, before, during, and following times of emergency/disaster:
 - B. Debris Removal; Debris Clearance; Traffic Control; Alert and Notification; Search and Rescue; Evacuation; and other lifesaving and property protection measures as necessary.

Section 1.15 17. Emergency Medical Services-First Responders-

- A. If the CORPORATION elects to provide Emergency Medical Service response in their approved response district, it shall be done in accordance with the policies and procedures set forth by the Columbus County Department of Emergency Services and Medical Control.

Section 1.16 18. Criminal History Record Checks-

A. The CORPORATION shall follow the requirements as stated in 153A-233 and 153A-234 regarding criminal history background checks on all new department applicants. The criminal history record check shall be conducted and evaluated as provided in G.S. 14313-943 hereby attached and incorporated by reference (Exhibits III, IX, X)

(a) 19. Driver's License Check-

A. The CORPORATION should participate in development of a uniform procedure for conducting of a review of the driver's license record of each member and/or employees at least once each fiscal year.

Section 1.17 20. Columbus County Chiefs Association-

A. The CORPORATION agrees to participate jointly with the COUNTY in attending Chiefs Association and membership meetings. The CORPORATION agrees to work towards having representatives present at the monthly Chiefs Association and membership meetings.

SPECIFIC EMERGENCY MEDICAL SERVICES PROVISIONS EXHIBIT

This section is incorporated by reference to the Contract between Columbus County Board of Commissioners and NAKINA FIRE AND RESCUE SQUAD, INC. dated January 11, 2024

(a) 1. Definitions-

- A. Legal Crew: Legal Crew consists of one (1) member of the CORPORATION who, at a minimum, is functional at the "Medical Responder" level AND one (1) member of the CORPORATION who is functional at the CORPORATION's current level of care for the patient "Advanced-EMT" or higher.
- B. Call received time: The time the call for service is received at the 91 1 Communication Center (PSAP).
- C. Call processing time: The elapsed time (interval) in minutes and seconds from the time the call is received at the 91 1 Communication Center (PSAP) until the assigned unit is notified (dispatched) to the emergency incident location.
- D. Turnout Time: The elapsed time (interval) in minutes and seconds from when the emergency dispatch center informs the ambulance unit of an emergency incident and when the unit is enroute (wheels turning) to the dispatched location.
- E. Travel Time: The elapsed time (interval) in minutes and seconds from when the assigned unit checks enroute (wheels rolling), until arrival of the ambulance at the dispatched incident location or the call is cancelled by the PSAP.
- F. On-scene Time: The elapsed time (interval) in minutes and seconds from when the assigned unit ambulance arrives at the dispatched incident location (wheels stopped) or the call is cancelled by the PSAP.
- G. Total Response Time: The elapsed time (interval) in minutes and seconds from the time the call is received at the 91 1 Communication Center (PSAP) until arrival of the ambulance at the dispatched incident location or the call is cancelled by the PSAP.

- H. First Alarm: An alarm received by the CORPORATION for fire or rescue or emergency medical services.
- I. Second Alarm: A subsequent alarm for fire or rescue or emergency medical services received while the CORPORATION is out on the First Alarm. If additional personnel and equipment are reasonably available, the CORPORATION shall respond.
- J. Overlapping incidents: Simultaneous emergency calls for service in an emergency' response district.
- K. Missed Call: An unanswered alarm and/or request for mutual aid assistance.
- L. Mutual Aid: A call from any Columbus County Fire and Rescue organization requesting the assistance of another Columbus County Fire and Rescue organization within the

COUNTY's geographical boundary. Mutual Aid also includes any Columbus County Fire and Rescue organization providing assistance outside the COUNTY's geographical boundary and/or its designated service response district.
- M. Completion of alarm: The reasonable time during which the CORPORATION is preparing for a response to an alarm, attending the alarm and returning to service.
- N. Medical Responder (MR): An individual who has completed an educational program in emergency medical care and first aid, approved by the Department of Health and Human Services/Department of Health Services Regulator/Office of Emergency Medical Services, and has been credentialed by the Department of Health and Human Services/Department of Health Services Regulator/Office of Emergency Medical Services.
- O. EMS Review Board: Panel appointed by Columbus County Commissioners, chaired by the Medical Director. Comprised of Emergency Medical System representatives that are responsible for analyzing data, patient care, and patient care outcome measures to evaluate the ongoing quality of patient care, performance, and medical direction within the county EMS system.
- P. Quality Assurance (QA): The planned, consolidated, and structured evaluation required to ensure confidence that quality care is delivered and is consistent with standards set forth by medical control.
- Q. Quality Improvement (QI): The consolidated actions that are necessary to lead to measurable results and improvement in patient care and/or system operations.
- R. First Responder (FR): A person with specialized medical training (12 hrs.) and equipment who is among the first to arrive and provide assistance or incident resolution at the scene of an emergency, such as a vehicle accident, natural disaster, medical emergency, or structure fire.
- S. Wheels Rolling: Vehicle in gear and wheels in motion moving the vehicle toward the dispatched incident location.

(b) 2. Special Tax Assessment-

- A. The COUNTY contracts and agrees that it will cause to be assessed or levied a special tax and/or fee as may be designated by COUNTY and/or North Carolina State Law, whichever is appropriate in the

NAKINA FIRE AND RESCUE SQUAD, INC. Response District unless otherwise limited by law and/or a vote of the appropriate citizenry.

- B. At the COMMISSIONERS meetings of August 7, 2000 and October 16, 2000, a proposal for the special tax and/or fee was discussed and approved. The proposal appeared, as a referendum, on the November 2000 Ballot to be voted upon by the citizenry. The referendum passed. Pursuant to the foregoing information, non-intermediate Emergency Medical Service squads will have two (2) years from the effective date of this contract to achieve, at a minimum, intermediate status. If intermediate status is not achieved by this time, the special tax and/or fee will no longer be provided to that non-intermediate squad. The COUNTY will collect said tax and/or fee as a part of the ad valorem taxes of the COUNTY, provided, however, beginning with the next fiscal year immediately following the date of this Contract.

Section 1.18 3. Future Funding-

- A. Any future funding and financial oversight by COUNTY shall be on a voluntary basis as unilaterally determined by the COUNTY.

I. Emergency Medical System Funding- Beginning January 1, 2024 thru June 30, 2024

- A. In addition to the amount shown in paragraph 21 and special taxes as shown in this contract, the COUNTY has set aside a minimum sum of Fifty thousand and 00/100 Dollars (\$50,000.00) to the CORPORATION exclusively for the specific purpose of providing one (1) certified Emergency Medical Technician position for twenty-four (24) hours, Monday-Friday of each week for the EMS transport unit. The COUNTY shall disburse the payment of the Fifty thousand and 00/100 Dollars (\$50,000.00) in one payment on the 15th day of January of the current fiscal year. This amount will be re-evaluated and determined in subsequent budgets.
- B. In addition to the amount shown in paragraph 21 and special taxes as shown in this contract, the COUNTY has set aside a minimum sum of Seven-Thousand Five Hundred and 00/100 Dollars (\$7,500.00) to the CORPORATION specifically and exclusively for the purpose providing certified EMS part-time staffing for the EMS transport unit as required. This amount will be re-evaluated and determined in subsequent budgets. The COUNTY shall disburse the payment of Seven-Thousand Five Hundred and 00/100 Dollars (\$7,500.00) in one payment on the 15th day of January and the 15th of the current fiscal year.
- C. In addition to the special EMS taxes, and with the mutually recognized goal of attempting to provide critical training, financial, and educational resources for qualified volunteers, the COUNTY will contribute annually, a supplemental reimbursement of the CORPORATIONS annual N.C. Association of Rescue & E.M.S., Inc. dues in the amount not to exceed: \$480.
- D. In addition to the special EMS taxes, and with the mutually recognized goal of attempting to recruit and retain qualified volunteers, the COUNTY will contribute annually, a supplemental reimbursement of the CORPORATIONS annual expenses related to EMS personnel training (seminars, certification course's, equipment, and educational supplies) in the amount not to exceed: \$1,000.

Section 1.19 2. Emergency Medical System Funding- Beginning July 1, 2024

- A. In addition to the amount shown in paragraph 21 and special taxes as shown in this contract, the COUNTY has set aside a minimum sum of One Hundred thousand and 00/100 Dollars (\$1^{00,000.00}) annually to the

CORPORATION for the specific and exclusive purpose of providing one (1) certified Emergency Medical Technician position for twenty-four (24) hours, Monday-Friday of each week for the EMS transport unit. The COUNTY shall disburse the supplemental funding in two (2) semi-annual payments of Fifty Thousand and 0/00 Dollars on the 15th day of August and the 5th day of January of each year. This amount will be re-evaluated and determined in subsequent budgets.

- B. In addition to the amount shown in paragraph 21 and special taxes as shown in this contract, the COUNTY has set aside a minimum sum of Fifteen-Thousand and 00/100 Dollars (\$15,000.00) annually to the CORPORATION specifically and exclusively for the purpose providing part-time certified EMS staffing for the EMS transport unit as required. The COUNTY shall disburse the payment of the Seven-Thousand Five Hundred and 00/100 Dollars (\$7,500.00) in semi-annual payments on the 15th day of August and the 15th day of January of each year. This amount will be re-evaluated and determined in subsequent budgets.
- C. In addition to the special EMS taxes, and with the mutually recognized goal of attempting to provide critical training, financial, and educational resources for qualified volunteers, the COUNTY will contribute annually, a supplemental reimbursement of the CORPORATIONS annual N.C. Association of Rescue & E.M.S., Inc. dues in the amount not to exceed: \$480.
- D. In addition to the special EMS taxes, and with the mutually recognized goal of attempting to recruit and retain qualified volunteers, the COUNTY will contribute annually, a supplemental reimbursement of the CORPORATIONS annual expenses related to EMS personnel training (seminars, certification course's, equipment, and educational supplies) in the amount not to exceed: \$2,000.
- E. In addition to the special EMS taxes, and with the mutually recognized goal of attempting to ensure emergency equipment and resources are safe, operational, and properly serviced, the COUNTY will also contribute annually, a supplemental reimbursement of the CORPORATIONS expenses for required testing and maintenance of EMS equipment in the amount not to exceed: \$9,500

(a) 3. Services Provided-

CORPORATION agrees to provide emergency medical services as directed by the approved County EMS Plan, which is subject to revisions and updates on an annual basis, to all citizens in the territorial zone of the NAKINA FIRE AND RESCUE SQUAD, INC. Response District, in accordance with the standards established by the N01th Carolina Department of Insurance, Fire and Rescue Services Division; North Carolina Office of Emergency Medical Services.

- A. CORPORATION in conjunction with the COUNTY and Chiefs Association agree to develop sustainable future response and funding plans based on achieving sustainable response time goals for EMS emergency calls for service in the approved response district. The COUNTY and the CORPORATION agree to collaboratively monitor response times, and agree to develop strategies to address any response time, funding, and/or on-scene staffing issues as applicable.
- B. The Rescue Chief and/or BOARD is responsible for ensuring qualified and certified personnel are available to respond when dispatched as identified in the County EMS Plan.
- C. The Rescue Chief and/or BOARD is responsible for ensuring that the standards established by the North Carolina Department of Insurance, Fire and Rescue Division; North Carolina Office of Emergency Medical Services and Columbus County EMS System Plan are met within local capabilities.
- D. Departments that choose to participate in events such as out of district training, parades, competitions, etc., should ensure that emergency services are available for its EMS/RESCUE SQUAD DISTRICT during such time.

Section 1.20 4. Reporting-

- A. CORPORATION shall participate in the PreHospital Medical Information System (PreMIS) and/or NCDOT Rescue Reporting System based on services provided, and follow required state system policies. The medical incident reports shall be entered into a COUNTY provided Reporting Software system designated by the EMS Chiefs. COUNTY shall have access to all completed incident reports in approved electronic format for review, reporting, and quality control as required by the COUNTY.
- B. The CORPORATION also agrees to enter into electronic format all incident medical reports and make available to the County. The disclosure of medical reports or other data pertaining to personally identifiable health information shall be made to the EMS provider in accordance with all Applicable Law. The CORPORATION shall ensure all PreHospital Medical Information System (PreMIS) reports are submitted to the NC Office of EMS as required. All patient care reports (PCR) shall be electronically entered complete, accurate, as required by county medical direction in the approved reporting system within 24 hours of the EMS event and available to the COUNTY for review.
- C. For the purpose of Quality Assurance (QA) and Quality Improvement (QI), the CORPORATION agrees to enter all incident response reports and required patient care data into the designated COUNTY provided electronic records management system and adhere to all State and Federal laws in regards to reporting as required by the NC Office of EMS.
- D. COUNTY agrees to provide (I) one cellular/Wi-Fi capable computer tablet with rugged case to ensure CORPORATION has the capability to enter patient care reports (PCR) into the designated COUNTY provided reporting system and receive emergency incident notification alerts, messages, and relevant data.

(a) 5. Review Process-

- A. The EMS Review process shall follow the guidelines specified in the NC Office of Emergency Medical Services Quality Assurance (QA) and Quality Improvement (QI) Peer Review Support Guide (Exhibit "C" attached). COUNTY shall empower an EMS Review Board chaired by the Medical Director, for emergency medical services to investigate and review any and/or all emergency responses, complaints for non-performance, or improper performance of contracted services; recommend any appropriate corrective actions, oversight, disciplinary action; and/or assess penalties. If the CORPORATION does not agree with the decisions of said entities the CORPORATION may file an action with a court of competent jurisdiction.

Section 1.21 6. Response Procedures-

- A. CORPORATION shall ensure that there is at least one (I) Legal Crew available for first alarm responses at all times.
- B. CORPORATION shall ensure medical vehicle inspection reports are completed daily to ensure all NCOEMS required EMS equipment is available and is in good working order. Deficiencies in equipment shall be documented and remedied as required. Completed forms shall be kept and available for review by the COUNTY.
- C. Any first alarm shall be responded to as identified in the approved County EMS Plan. CORPORATION shall answer all medical and rescue first alarms as dispatched by the COUNTY's 911 Emergency Communications Center located geographically within COUNTY lines. If CORPORATION is actively engaged on a first alarm response, any subsequent alarms (overlapping) during this time should be answered if resources are available.

- D. In the event a second alarm is received while CORPORATION is reasonably preparing for response to or has immediately concluded a previously dispatched alarm, the CORPORATION should respond to the second alarm provided that CORPORATION has additional personnel and equipment available to do so.
- E. In the event CORPORATION is unable to respond to a second alarm; the CORPORATION shall immediately notify the 911 Communications Center so the second alarm can be directed to a Mutual Aid department. In this instance, the second alarm would not be considered a missed call. Upon notification of completion of an incident response, CORPORATION will be considered available for service.
- F. Response times are measured beginning with the call received time as recorded in the Computer Aided Dispatch (CAD) event report and ending with the On-Scene Time as recorded in the CAD event report. For emergency medical calls for service, On-Scene Times are measured when a qualified medical provider arrives on the scene at the dispatched location. The following response times are captured in the computer aided dispatch (CAD) system:
- Time the call for service was received in the 911 communication center;
 - Time the medical unit was dispatched to the emergency response;
 - Time the medical unit was enroute (wheels rolling) to the response address;
 - Time the medical unit arrived on scene at the dispatched address;
 - Time the medical unit departed the scene to the receiving hospital;
 - Time the medical unit arrived at the hospital emergency department; ● Time the medical unit was response ready and back in service;
- G. Dispatch Procedures:
1. EMS units shall be notified of an emergency call for service within their response district by the Columbus County 911 Communications Center;
 2. If after two minutes from the initial response notification, the dispatched medic unit has not advised the Columbus County 911 Communications Center they are responding (wheels rolling) to the dispatched incident location, a second response notification attempt will be initiated;
 3. If after two minutes from the second notification attempt and the dispatched medic unit has not advised the Columbus County 911 Communications Center they are responding (wheels rolling) to the dispatched incident location, a third response notification attempt will be initiated along with a dispatch notification to a mutual aid department. Responding automatic aid units shall not be cancelled b)' the primary station unless the primary unit arrives on scene at the dispatched location prior to the arrival of the automatic aid unit.
- H. System Performance Monitoring - CORPORATION agrees to mutually assist the COUNTY to utilize a data reporting application provided by the COUNTY for the near real time evaluation of operational performance, response time data, clinical data, and other necessary information. COUNTY will implement a web-based dashboard system that monitors and reports data from single or multiple data sources for quick access to near real time data that is critical to performance and compliance with the provisions of this contract. The web-based application shall interface with the COUNTY CAD or data systems as required and approved by COUNTY.
- I. Response times goals: In support of developing reasonable and sustainable response times to emergency medical calls for service, the following criteria has been established for system management, planning and

performance initiatives. Five minutes has been allocated for each drive time zone to account for call processing and response unit turnout time.

- Five-minute drive lime zone: From the time the emergency medical call for service is received in the 911 communication center, CORPORATION should strive to place an ambulance on scene of medical emergencies within ten (10) minutes or less 90% of the time to the areas identified as 5 Minute Response Route (Green), in the response zone map hereby attached and incorporated by reference Exhibit "D".
- Ten-minute drive time zone: From the time the emergency medical call for service is received in the 911 communication center, CORPORATION should strive to place an ambulance on scene of medical emergencies within fifteen (15) minutes or less 90% of the time to the areas identified as 10 Minute Response Route (Blue), in the response zone map hereby attached and incorporated by reference Exhibit "D".
- Fifteen-minute drive time zone: From the time the emergency medical call for service is received in the 911 communication center, CORPORATION should strive to place an ambulance on scene of medical emergencies within twenty (20) minutes or less 90% of the time to the areas identified as 15 Minute Response Route (Red), in the response zone map hereby attached and incorporated by reference Exhibit "D".

Twenty-minute drive time zone: From the time the emergency medical call for service is received in the 911 communication center, CORPORATION should strive to place an ambulance on scene of medical emergencies within twenty-five (25) minutes or less 90% of the time to the areas identified as GREATER THAN 15 Minutes (Purple) in the response zone map hereby attached and incorporated by reference Exhibit "D".

Section 1.22 7. Training-

- A. The CORPORATION agrees to participate jointly with the COUNTY and Chiefs Association in required training programs to ensure the minimum standard training requirements set forth for its department members by the State of NC OEMS are achieved for providing emergency medical services as directed by the county medical director. The CORPORATION should designate a member of the department as "Training Officer" to coordinate and facilitate all training objectives within the department.
- B. The CORPOORATION agrees to adopt guidelines and plans which address appropriate initial training and continuing education of medical responders of the CORPORATION. These guidelines will ensure that such initial training and continuing education strive in good faith to meet or exceed all requirements of the State of North Carolina and the COUNTY Medical Director.
- C. Training information shall be entered into the approved electronic records management system on all training held by the CORPORATION or attended by its volunteers and employees and available for review by the COUNTY.
- D. CORPORATION is encouraged and recommended to implement, enforce, and document training standards for their employees that establish the highest degree of professionalism and accountability for all services rendered under this contract. At a minimum, these training standards should include but are not be limited to the following:
 - Professional conduct. Interactions with the public.
 - Pre-employment screening and criminal background checks.

- Vehicle, equipment use and maintenance.
- Personal appearance and uniform standards.
- Maintaining required professional credentials.
- Communicating with patients.
- Interactions with patient families.
- Knowledge of and compliance with applicable laws, policies, protocols, and procedures governing the professional practice of COUNTY EMS.
- Interactions with other members of the EMS team (First Responders, healthcare facility staff, other ambulance providers).
- Appropriate use of social media.

Section 1.23 8. Procedures-

- A. The splitting of EMS crews to cover fire, rescue or similar incident responses is prohibited. Ambulance crews shall maintain a legal crew of (2) personnel at all times to be available specifically for EMS responses. EMS crews shall maintain their assigned unit integrity on their assigned unit to maintain EMS response capability within the district. Ambulance crew participation in fire and rescue responses shall be specifically designated for EMS purposes.
- B. CORPORATION shall provide a monthly unit staffing (calendar/schedule), showing the first out assigned medical response unit, personnel, and certification levels in electronic format to the COUNTY. Daily scheduling calendars shall list available units and assigned staffing to ensure medical response coverage is available at all times for first out units.
- Monthly EMS staffing calendars shall be provided to the COUNTY in electronic form one (1) week prior to the beginning of each month.
 - CORPORATION shall notify the COUNTY within 24 hrs. of any unassigned shift or staffing vacancy.
- C. CORPORATION may provide Mutual Aid outside the geographic boundary of the COUNTY and/or its designated service response district with the understanding that should CORPORATION receive a COUNTY alarm or request for Mutual Aid, the COUNTY alarm or request for Mutual Aid will take precedence and will in fact become a First Alarm. Should CORPORATION not respond to the COUNTY alarm or request for Mutual Aid in this manner, the alarm or request will be considered as a Missed Call.
- D. Organizational Staffing and Key Management Personnel: CORPORATION should have key management personnel identified in their organization that are responsible for the services provided under this contract. In the event the COUNTY has bona fide and legitimate concerns regarding performance or any key personnel during the term of this contract, CORPORATION agrees to cooperate in good faith with COUNTY in addressing and resolving such concerns.

ARTICLE II(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, COLUMBUS COUNTY has caused this instrument to be executed by the Chairman of the COMMISSIONERS and attested by the Clerk of the COMMISSIONERS, and duly signed by the Chairman of the CORPORATION's Board of Directors, and Fire Chief.

NAKINA FIRE AND RESCUE SQUAD INC.

Printed Name: _____ S, ò1RN'CAN.) _____

Date: 1/11/24

Signed: Jim S. Duncan

Chairman, Board of Directors

NAKINA FIRE AND RESCUE SQUAD INC.

Printed Name: M. Zach Chase Soles

Date: 1/11/24

Signed: M. Zach Chase Soles

Fire Chief

COLUMBUS COUNTY

Signed: Ricky Bullard

Date: 1-12-24

Ricky Bullard, Chairman

Columbus County Board of Commissioners

Approved as to form:

1/12/24
i: Amanda Prince

Date:

Signed:

Amanda Prince

Columbus County Attorney

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

1/12/2024
i: Raene Jacobs
Jacobs

Date:

Signed:

Lacie Jacobs

Columbus County Finance Officer

STATE OF NORTH CAROLINA COUNTY OF COLUMBUS

ARTICLE III TECHNICAL RESCUE SERVICES AGREEMENT

NAKINA FIRE AND RESCUE SQUAD INC.

WHEREAS, Columbus County Emergency Services (COUNTY), and Nakina Fire and Rescue Department (CORPORATION) agree to provide and promote the highest and safest level of emergency technical rescue services possible for Columbus County, and;

WHEREAS, the CORPORATION is currently under contract with the County of Columbus to provide fire protection and emergency services and is a participant in the Columbus County Mutual Aid Agreement, and;

WHEREAS, the CORPORATION voluntarily agrees to participate and accept additional emergency duties for a designated geographic area, and;

WHEREAS, the CORPORATION and the COUNTY have entered into a CONTRACT to which this TECHNICAL RESCUE SERVICES AGREEMENT is a supplement agreement to provide for additional optional emergency services by CORPORATION to the COUNTY and that said TECHNICAL RESCUE SERVICES AGREEMENT is intended to be incorporated into and made a part of the CONTRACT and the general provisions of the CONTRACT are to remain in full force and effect and are to be incorporated herein as if set out in full with the exception of the provisions determining compensation for services specifically provided by this TECHNICAL RESCUE SERVICES AGREEMENT.

THEREFORE, be it RESOLVED, that NAKINA FIRE AND RESCUE SQUAD INC. agrees to become a participating party in the Columbus County Technical Rescue Program (TR) and that the following provisions and conditions will be in force and that the parties to this understanding agree to abide by the following:

- The COUNTY in partnership with the CORPORATION agree to develop procedures and plans to organize and maintain a Certified Technical Rescue Program (TR) as defined by the N.C. Association of Rescue & E.M.S., Inc., that will comply with the applicable terms and NC Rescue Standards as required by the COUNTY.
- CORPORATION agrees to become a participating party in the technical rescue program(s) and agrees to submit a "Scope of Work" to the Emergency Services Director for approval.
- The CORPORATION will be available to provide the technical rescue services selected below twenty- four hours daily to the best extent possible as specified in the "Scope of Work".
- The CORPORATIONS technical rescue personnel will respond to the scene of technical rescue emergencies when dispatched by Columbus County Communications.
- The CORPORATION shall provide the necessary equipment and personnel for furnishing the specified technical rescue services, as determined by the N.C. Association of Rescue & E.M.S. Inc., and COUNTY.

It is further understood that the "Scope of Work" shall be based on the Fire/Rescue Departments Standard Operating Guidelines and shall comply with all applicable standards, laws, and good work practices.

TECHNICAL RESCUE SERVICES AGREEMENT

This agreement may be terminated at any time by either party, without penalty provided that written notice of such termination is furnished to the other party at least thirty (30) calendar days prior to termination.

Executed this day, ⁰⁷2024

Nakina Fire and Rescue Squad Inc. Printed Name:

Date:

Signed:

Nakina Fire and Rescue Squad Inc.

Printed Name:

Date: 1/11/24

Mitch Chase Signed:

Fire Chief

Columbus County

Ricky Bullard
1-12-24

Printed Name•

Signed: Date.

Emergency Services Direct

Agenda Item #3: ATTORNEY’S OFFICE – APPROVAL for COUNTY MANAGER EDDIE MADDEN and/or ASSISTANT COUNTY MANAGER NICK WEST to have SIGNATORY AUTHORITY for all FUTURE CONTRACTS:

Attorney Amanda Prince requested approval of Signatory Authority for Fire, EMS, and Fire/EMS contracts for County Manager Eddie Madden and/or Assistant County Manager Nick West.

MOTION:

Vice Chairman Byrd made a motion to approve seconded by Commissioner Coleman. The motion unanimously passed

Agenda Item #4: ADJOURNMENT:

MOTION:

At 9:05 A.M., Commissioner Watts made a motion to adjourn; seconded by Commissioner Floyd The motion unanimously passed.

JANA NEALEY, Clerk to the Board

RICKY BULLARD, Chairman