



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 9

Meeting Date: 02.20.12

Presenter(s): Justin Gibbs

Title: Acting Director

Agency/Dept.: Emergency Management

Item Title: First Responder Contract (first reading)

Attachments: Yes

Description: Last year, the agreement with the local volunteer fire departments was included in the contract with the VFD's for fire suppression. The contract automatically renewed in June. At the request of the Commissioners, two separate contracts have been developed, with input from the Chiefs of the fire departments, and with the County attorney. These contracts are presented today for a first reading.

Times Read: First

Impact on Budget: Does not increase the budget.

Recommendation: Listen for understanding, ask questions

<u>MOTION MADE BY:</u>	<u>MOTION SECONDED BY:</u>	<u>Vote:</u>	<u>Aye</u>	<u>Nay</u>
____ A. Byrd	____ A. Byrd	A. Byrd	_____	_____
____ B. Swindell	____ B. Swindell	B. Swindell	_____	_____
____ D. Styron	____ D. Styron	D. Styron	_____	_____
____ D. Tunnell	____ D. Tunnell	D. Tunnell	_____	_____
____ S. Spencer	____ S. Spencer	S. Spencer	_____	_____

**NORTH CAROLINA
HYDE COUNTY**

THIS CONTRACT, made and entered into effective the _____, 2012 by and between HYDE COUNTY, a body politic and corporate of NORTH CAROLINA ("the County") and Swan Quarter Volunteer Fire Department, Inc., a North Carolina nonprofit Corporation ("the Department").

Deleted: THIS CONTRACT will supersede any previous agreement between the County and the Department.

WITNESSETH:

WHEREAS, Chapter 143-517 of the General Statutes of North Carolina states that each County shall ensure that emergency medical services are provided to its citizens; and

WHEREAS, the County has determined a need for a Emergency Medical First Responder Program to enhance the Emergency Medical Services System due to the geography of the County and the distance to the closest hospital; and

WHEREAS, the parties have previously entered into other contracts and agreements. This contract will supersede any previous contract or agreement and will render the previous ones null and void; and

WHEREAS, the County desires to enter into a One (1) year contract, renewable as herein stated; with the Department to provide Emergency Medical First Responder services to an area of Hyde County defined by the fire and mutual aid districts being served by the Department.

Deleted: a service of

Deleted: (the area needs to be defined)

Deleted: quarterly

NOW THEREFORE, for and inconsideration of annual payments as provided herein and for good and other consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the County and the Department agree as follows;

Deleted: by the Board of Commissioners from the County to the Department, the County, and the Department agree that;

1. The County will pay to the Department an annual per call amount based on the number of actual calls the Department responds to within a calendar year. The amount per call will be determined by dividing the total number of actual county-wide medical first responder calls that were responded to by all Departments within the given calendar year, into the total line item amount (a minimum of \$20,000.00 per year) in the County's budget for this service. The per-call amount will then be multiplied by the number of actual calls the Department responded to in order to determine the amount of payment due for the medical first responder services provided.
2. The Department shall respond to all calls if appropriate personnel are available. (Should this refer to the mainland only?)
3. A Committee consisting of the Fire Chief from each of the participating Departments in the County and a member appointed by the County will meet to determine if all protocols have been met and recommend approval/disapproval of the payment of the funds as outlined above. (Who makes the final decision?)
4. In accordance with the National Fire Protection Agency Standard 1201 Section 7.6.1, the

Department shall maintain a close working relationship with the medical authority (Hyde County Medical Director and Hyde County EMS) to provide an applicable level of medical supervision for the service level to which the Department is committed.

5. The Department shall be responsible for having trained personnel, to a level of at least Emergency Medical First Responder, and for making sure Emergency Medical First Responders attend the appropriate continuing education.
6. The County shall be responsible for providing any continuing education that is required.
7. The County in coordination with the Hyde County Medical Director shall provide to the Department Emergency Medical First Responder Patient Care Protocols.
8. The Department will provide the necessary vehicles and personnel to furnish the Emergency Medical First Responder service to the assigned district, as well as automatic or mutual aid to other Departments/Agencies as needed.
9. The County will provide to the Department all small equipment as well as the supplies that will be required. The equipment and supplies will be restocked from the responding EMS unit or from the EMS Base Station. The County in coordination with the Hyde County Medical Director shall provide an inventory list of equipment and supplies required for the provision of medical first responder services.
10. At the scene of an emergency, the Emergency Medical First Responder shall administer basic life support and first aid to the limits of his/her training and or credentials and in accordance with approved EMS System Protocols.
11. The Department and its members are required to follow state and local laws and ordinances that apply to the Department when responding to an emergency.
12. The Department will complete a North Carolina Incident Report on all incidents or requests for assistance regardless of whether a response is initiated or not, this should be done through the National Fire Incident Reporting System.
13. The Department is responsible for the required insurance coverage. (How much is this?)
14. The Department is solely responsible for its members. If any of the Department's members do not comply with the requirements of this contract, the County will document the problem and officially notify the Fire Chief of the Department in writing. Once the Fire Chief of the Department has received the written notification of violation, the matter will be resolved by the Department and the County will be notified in writing of any disciplinary action taken.
15. This contract will expire on June 30, 2013. HOWEVER, IT SHALL EXTEND ANNUALLY THROUGH JUNE 30, 2017 UNLESS ONE PARTY NOTIFIES THE OTHER IN WRITING, NOT LESS THEN SIXTY DAYS PRIOR TO THE ANNUAL RENEWAL DATE OF THAT PARTY'S DESIRE NOT TO RENEW THIS CONTRACT.
16. The County or the Department can request in writing to renegotiate this contract at any time during the contract period, but the County and the Department must agree in writing at least ten

Deleted: AND RENEW ANNUALLY
IN SUBSEQUENT YEARS

