

**Camden County Board of Commissioners
Regular Meeting
September 2, 2014
6:00 P.M. - Closed Session
7:00 P.M. - Regular Meeting
Historic Courtroom, Courthouse Complex
Camden, North Carolina**

MINUTES

The regular meeting of the Camden County Board of Commissioners was held on September 2, 2014 in the Historic Courtroom, Camden, North Carolina. The following Commissioners were present:

Chairman Garry Meiggs,
Vice Chairman Michael McLain, and
Commissioner Sandra Duckwall;

Commissioners Randy Krainiak and Clayton Riggs were not present.

Also attending were County Manager Michael Renshaw, and Clerk to the Board Angela Wooten. Present for purposes of making a presentation(s) or providing supporting information for agenda items were the following persons: Planning Director Dan Porter, Tax Administrator Lisa Anderson, and County Historian Alex Leary

Call To Order

Garry Meiggs called to order the September 2, 2014 meeting of the Camden County Board of Commissioners at 6:03 PM.

Closed Session

At 6:04 PM Commissioner Sandra Duckwall made a motion to go into closed session pursuant to G.S. 143-318.11(a) (3) to discuss potential litigation and contract negotiation with the Board of Commissioners, County Attorney, County Manager and Clerk to the Board present. The motion passed 3-0 with Chairman Garry Meiggs, Vice Chairman Michael McLain and Commissioner Sandra Duckwall voting aye; no Commissioner voting no; Commissioner Randy Krainiak and Commissioner Clayton Riggs absent; and no Commissioner not voting.

At 6:52 PM Vice Chairman Michael McLain made a motion to go come out of closed session. The motion passed at 3-0 with Chairman Garry Meiggs, Vice Chairman Michael McLain and Commissioner Sandra Duckwall voting aye; no Commissioner voting no; Commissioner Randy Krainiak and Commissioner Clayton Riggs absent; and no Commissioner not voting.

Reconvene Regular Meeting

Chairman Garry Meiggs welcomes everyone and at 7:02 PM reconvened the regular meeting of the Camden County Board of Commissioners

Invocation and Pledge of Allegiance

Commissioner Sandra Duckwall gave the invocation and led those present in the Pledge of Allegiance.

Presentation

County Manager Michael Renshaw acknowledges the Camden Historical Museum Planning Committee and requests the county historian Alex Leary to come forward to provide some updates regarding the status of the museum.

Mr. Leary states his dream for the county is coming true. Camden's museum to tell Camden County's own story should be open within the year. He provides some highlights that most Camden Citizens may not have known.

- Camden had one of the earliest Indian Reservations in the whole country
- Camden had at least 7 windmills and 2 lighthouses, the North River lighthouse and the Wade Point lighthouse
- A 15 year old Union Soldier won the Congressional Medal of Honor in the Battle of South Mills
- The Burnside expedition conquered Northeast Carolina and won most of the battles, but the Confederates won the Battle of South Mills

Mr. Leary thanks the County Manager and the Board for their support and cooperation.

Chairman Garry Meiggs thanks Mr. Leary and the Museum Planning Committee for their hard work.

Consideration of Agenda

Garry Meiggs asked if there were any changes to the agenda. County Manager Michael Renshaw requested to add Consent Agenda Item 5.E Request for Proposal.

Commissioner Sandra Duckwall made a motion to approve the agenda as Amended. The motion passed 3-0 with Chairman Garry Meiggs, Vice Chairman Michael McLain and Commissioner Sandra Duckwall voting aye; no Commissioner voting no; Commissioner Randy Krainiak and Commissioner Clayton Riggs absent; and no Commissioner not voting.

Public Hearings – None

Old Business - Item 3.A Special Use Permit Preliminary Plat Joyce Landing

The Planning Director Dan Porter reminds the board this item has been heard in Public Hearing and postponed at the last commissioners meeting. Mr. Porter asked if the board had any questions for him or the developer's representative.

Vice Chairman made a motion to table this item until the next regular meeting of the Board of Commissioners. The motion passed 3-0 with Chairman Garry Meiggs, Vice Chairman Michael McLain and Commissioner Sandra Duckwall voting aye; no Commissioner voting no; Commissioner Randy Krainiak and Commissioner Clayton Riggs absent; and no Commissioner not voting.

Roll	Parcel Number	YrsDltg	Unpaid Amount	Taxpayer Name	City	Property Address
P	0000728	10	1,153.67	LESLIE ETHEBRIDGE JR	CAMDEN	
P	0001072	10	848.97	DAN BERRY	SHILOH	105 AARON DR
P	0000956	10	602.28	MURO PHU LE	SHILOH	103 SODGWATER DR
P	0000348	10	351.04	ROBERT H. COBENS	CAMDEN	363 S 15
P	0000853	10	341.73	BOBBY W. CARSON	ELIZABETH CITY	1805 RIVERSHORE DRIVE
P	0000699	10	129.90	TRIEU M. VO	SHILOH	223 RAILBOAT RD
P	0001046	9	1,042.68	TRIEU VAN NGUYEN	SHILOH	133 SODGWATER DR
P	0001220	9	219.05	KIMBERLY DIANE JOHNSON	SOUTH MILLS	172 KEETER BARN RD
P	0000837	9	139.42	BOC MIKOL LE	CAMDEN	
P	0000116	9	122.12	JAMES P. JONES	CAMDEN	142 SANDHILLS RD
P	0000152	8	443.65	ROBERT P. HENRY	ELIZABETH CITY	107 SHALL DRIVE
P	0001227	8	225.05	TRUNG HOUC TRAN	SHILOH	257 SAILBOAT RD
P	0001106	8	217.72	JAMI ELIZABETH VANHORN	SOUTH MILLS	617 MAIN ST
P	0000236	7	270.00	JAMES E. KASH	SOUTH MILLS	1097 343 HWY N
P	0001197	7	236.13	MARIE UNDERGROUND UTILITIES	CAMDEN	109 LAMB'S RD
P	0000010	7	220.89	SPRING NESTAL CORPORATION	OVERLAND PARK	
P	0001538	6	741.15	JEFFREY EDWIN DAVIS	HUNTFORD	NIC MAC TRAIL
P	0001545	6	160.66	LOUIS RUGGIERI	ELIZABETH CITY	CAMDEN CAUSEWAY
P	0001540	6	130.25	DAVID LAKE	ELIZABETH CITY	CAMDEN CAUSEWAY
P	0001709	5	1,305.72	JOHN MATTHEW CARTE	CAMDEN	158 HWY
P	0001672	5	268.26	DAVE SILVA	CAMDEN	158 HWY
P	0001673	5	261.90	ALLIANCE RISESH	CAMDEN	158 HWY W
P	0001673	5	177.05	TRAVIS PHILLIP WENSLON	CAMDEN	158 HWY W
P	0001827	4	483.28	KAREN BUNDT	CAMDEN	431 158 US W
P	0001250	4	185.18	NICHELE LEE TAYLOR	SOUTH MILLS	108 BIRNHAM RD
P	0000859	3	789.47	RECKY'S WELDING, INC.	SHILOH	454 SANDY HOOK RD
P	0001739	3	555.07	COAST TO COAST FENDER COATING	CAMDEN	310 158 HWY S
P	0001546	3	578.67	GEORGE ROWLAND	CAMDEN	431 158 US W
P	0001881	3	518.36	SIG LE TRAN	SHILOH	255 SAILBOAT ROAD
P	0000946	1	422.70	TOAN TRINH	SHILOH	229 SAILBOAT RD

Vice Chairman Michael McLain asked when last year's tax bills become delinquent.

Ms. Anderson advises the bills become delinquent and interest starts January the 6th. She also advises the tax bills will be mailed shortly

Mr. Renshaw commends Ms. Anderson, her staff, and the Planning department staff on their hard work. They have been working with ACS (software vender) to include the new storm water fee in the current tax system. He apologizes to the citizens and promises to have their bills out as soon as possible.

Vice Chairman Michael McLain made a motion to approve the monthly tax report as presented. The motion passed 3-0 with Chairman Garry Meiggs, Vice Chairman Michael McLain and Commissioner Sandra Duckwall voting aye; no Commissioner voting no; Commissioner Randy Krainiak and Commissioner Clayton Riggs absent; and no Commissioner not voting.

New Business - Item 4.B - Temporary Debris Reduction Site (TDRS)

Dan Porter advises this item is a proposal to allocate \$125,000 for the purpose of creating a temporary debris disaster site. This project is to clear 8-10 acres of county owned property and build an access road to the property, known as the Nobblit property. This property was a certified site back in 2008. FEMA and the NC Division of Solid Waste require TDRS sites are approved and certified by the state prior to use in order to send any reimbursement.

Commissioner Duckwall wants to know what the county has been designating as certified sites.

Mr. Porter explains that even though we own 3 certified sites now, they are not adequate if we have a category 2 or 3 storm.

- The lot across from the Courthouse has only about 2 usable acres
- The Eco Park site is being marketed by the county, if used it may be up to 6 months before the county could market again.
- The Farm land if used could take up to 5 years before it would be suitable to farm again.

Mr. Porter gave further details as to what FEMA pays for after a disaster is actually declared.

County Manager Michael Renshaw agrees with Mr. Porter that the Eco Park is no longer a viable site to use and feels the county would be overwhelmed if such a storm should hit the county. Also agreeing with Mr. Porter in that the Nobblit site is the best option.

After much discussion the commissioners all agree that there is a definite need for an adequate site. \$125,000 is a lot of money to think about and would like some time to think about possible options before making a decision.

Commissioner Duckwall made a motion to table this item until the next scheduled meeting. The motion passed 3-0 with Chairman Garry Meiggs, Vice Chairman Michael McLain and

Commissioner Sandra Duckwall voting aye; no Commissioner voting no; Commissioner Randy Krainiak and Commissioner Clayton Riggs absent; and no Commissioner not voting.

New Business - Item 4.C - US 158 Enhancement Project

Dan Porter informs the board the NCDOT has approximately \$175,000 Transportation Enhancement funds are available for landscaping improvements along US 158 as part of the current widening project.

Mr. Porter details some specifics from the agreement.

- NCDOT to design, install, and maintain landscaping within the public ROW for the first three years.
- County will have input and review of design.
- NCDOT will include areas outside the public ROW but only if the county provides the necessary easements.
- County will be responsible to keep this maintained after the first three years.

NORTH CAROLINA
CAMDEN COUNTY

LANDSCAPE AGREEMENT

DATE: 8/22/2014

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: R-24148
WDS Elements: 34430.3.3
CFDA: 20.200

AND

CAMDEN COUNTY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Camden County, a municipal corporation, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, Section 1113 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), requires that the Surface Transportation Program funds be available for transportation enhancement activities in the Statewide Transportation Improvement Program, and;

WHEREAS, the County has requested enhancement funding for certain landscape plantings in Camden County; and;

WHEREAS, the Department has agreed to participate in the costs of said plantings, subject to conditions hereinafter set forth; and;

WHEREAS, the Department and the County have also agreed to the maintenance of said plantings as hereinafter set out;

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

Agreement ID # 1

and/or construction easements shall be in accordance with the Right of Way Acquisition Policy contained in the Federal-Aid Policy Guide, Part 712, Subpart B; and the North Carolina Department of Transportation Right of Way Manual. The County shall be solely responsible for all damages and claims for damages associated with the acquisition of right of way.

4. The County, at no expense to the Department, shall be responsible for the relocation and adjustment of all utilities in conflict with the landscape planting.

CONSTRUCTION

5. The Department shall, without expense to the County, prepare the site and install the plantings, or have the plantings installed by contract, in accordance with the approved project plans. All work shall be performed in accordance with the Department's standard landscaping policies and procedures for highways. Upon completion of the planting, the Department shall maintain the plantings for a three year warranty period, at no expense to the County.

FUNDING

6. Subject to compliance by the County with the provisions set forth in this Agreement, and the availability of federal funds, the Department shall have the plantings installed and provide a three year warranty period at no expense to the County. The Department shall participate in the actual costs of the project not to exceed \$175,000.

MAINTENANCE

7. Upon completion of the three year warranty period, the Department shall notify County in writing when the County shall assume responsibility for all maintenance and replacement of the landscape materials. Maintenance shall include, but not be limited to, the following: weeding, mowing, pruning, fertilizing, weeding, pest control, mowing, and replacing plant materials. All costs of maintenance shall be borne by the County.

8. The County agrees to continually maintain all plantings in accordance with generally accepted horticultural practices. The Department shall have the right to periodically inspect the maintenance practices being utilized by the County.

Agreement ID # 3

GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

COMPLIANCE WITH STATE/FEDERAL POLICY

The County and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the Local Programs Management Handbook.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the County to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

SCOPE OF THE PROJECT

1. The Project consists of planting shrubs, perennials and trees along US 158 from SR 1130 (Country Club Rd.) to the intersection of US 158 & NC 34 at Belcross.

PLANNING AND DESIGN

2. The Department, at no expense to the County, shall develop the landscape design and prepare the landscape plans and specifications in accordance with the Department's standard landscaping policies and procedures for highways. The County shall have the opportunity to review the landscape design and plans prior to installation by the Department.

RIGHT OF WAY AND UTILITIES

3. All work shall be performed within the existing right of way and in accordance with Departmental standards, policies and procedures. In the event any additional right of way or construction easement is required for the plantings, the County shall provide said additional right of way or easement at no expense or liability whatsoever to the Department. Acquisition of all right of way

Agreement ID # 2

6. If the Department determines that the County is not properly maintaining the plantings, the Department shall notify the County. If proper maintenance is not performed by the County within a reasonable time after notification, the County agrees that the Department shall perform the necessary maintenance, or at the Department's option, shall return the planted area to a natural condition (i.e. seeded and mulched, etc.). It is further agreed that the costs of the restoration shall be reimbursed to the Department by the County. Reimbursement to the Department shall be made in one final payment within sixty (60) days of invoicing by the Department. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with N.C.G.S. § 147-48.23.

10. In the event these plantings require relocation or removal for highway construction, reconstruction, maintenance or safety, the County shall be given the option to remove or relocate any plantings it considers salvageable immediately upon notification by the Department, at no expense to the Department.

11. The Department shall not be responsible for any damage to the plantings that may be done by third parties.

ADDITIONAL PROVISIONS

14. The County shall comply with Title VI of the Civil Rights Act of 1964, (Title 48 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

15. It will be the responsibility of the County to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

15. The County shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the County shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this agreement, for inspection and audit by the Department's Financial Management Division.

16. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The County certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended,

Agreement ID # 4

proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.

17. Each of the parties covenants that if it enters into any subcontracts in order to perform any of its obligations under this contract, it shall require that the contractors and their subcontractors comply with the requirements of N.C. Gen. Stat. Article 2 of Chapter 64. In this E-Verify Compliance section, the words contractors, subcontractors, and comply shall have the meanings intended by N.C. Gen. Stat. § 102A-20.1.
18. The County shall certify to the Department compliance with all applicable Federal and State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by any entity performing work under contract with the County.
19. The County is solely responsible for all agreements, contracts, and work orders entered into or issued by the County for this Project. The Department shall not be held liable by the County for any expenses or obligations incurred for the Project except those specifically eligible for the federal funds and obligations as approved by the Department under the terms of this Agreement. The Department shall not reimburse the County any costs that exceed the total federal funding at any time.
20. The County will indemnify and hold harmless the Department, FHWA, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages or claims for damages, which may be initiated by third parties.
21. All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.
22. Where either the Department or the FHWA determines that the funds paid to the County for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceed the funding award, the Department will bill the County.

Agreement ID # 5

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year hereinafter set out, on the part of the Department and the County by authority duly given.

L.S. ATTEST: CAMDEN COUNTY
 BY: _____ BY: _____
 TITLE: _____ TITLE: _____
 DATE: _____

N.C.G.S. § 125-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ of the local governing body of the Camden County as attested to by the signature of Clerk _____ of said governing body on _____ (Date)

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

(SEAL) _____ (FINANCE OFFICER)

Federal Tax Identification Number _____

Remittance Address:
 Camden County _____

DEPARTMENT OF TRANSPORTATION

BY: _____ (CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

Agreement ID # 7

23. If the County decides to terminate the Project without the concurrence of the Department, the County shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

24. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

Agreement ID # 6

Commissioner Duckwall made a motion approve the attached agreement between Camden County and NCDOT and to authorize the County Manager to sign the related documents. The motion passed 3-0 with Chairman Garry Meiggs, Vice Chairman Michael McLain and Commissioner Sandra Duckwall voting aye; no Commissioner voting no; Commissioner Randy Krainiak and Commissioner Clayton Riggs absent; and no Commissioner not voting.

New Business - Item 4.D - NCACC Legislative Goals Process

County Manager Michael Renshaw informed the board that it was time for member counties of the NCACC to submit a list of suggested Legislative Goals. Mr. Renshaw prepared and presented a list for the Boards consideration.

1. Adequately fund agricultural research and cooperative extension services
2. Seek legislation to expand county governments' use of 911 funds, protect and enhance current funding streams and maintain full operational flexibility and autonomy.
3. Reinstate ADM and lottery funds for school construction.
4. Ensure greater equity in the allocation of state-level economic development incentives.

5. Seek legislation to restore State Aid to Public Libraries to the pre-2011 level of \$15.7 million.

Vice Chairman Michael McLain made a motion to authorize the County Manager to draft a resolution to the NCACC with the five listed goals. The motion passed 3-0 with Chairman Garry Meiggs, Vice Chairman Michael McLain and Commissioner Sandra Duckwall voting aye; no Commissioner voting no; Commissioner Randy Krainiak and Commissioner Clayton Riggs absent; and no Commissioner not voting.

RESOLUTION No. 2014-09-01

RESOLUTION DETAILING CAMDEN COUNTY'S RECOMMENDATIONS REGARDING GOALS FOR INCLUSION IN THE NORTH CAROLINA ASSOCIATION OF COUNTY COMMISSIONERS' (NCACC) 2014-2015 LEGISLATIVE GOALS PACKAGE

WHEREAS, the North Carolina Association of County Commissioners (NCACC) organizes a process every two years to develop a legislative goals package; and

WHEREAS, the purpose of the package is to develop a consensus of broad support on legislative goals and issues for matters affecting North Carolina counties that may be addressed during the upcoming North Carolina General Assembly sessions during next two calendar years; and

WHEREAS, the goals and issues included in NCACC package, with their broad support, guide and strengthen NCACC representatives and staff as they converse with individual legislators and committees on legislative matters; and

WHEREAS, NCACC has begun the process to develop its 2014-2015 Legislative Goals Package and Camden County and all other North Carolina counties have been asked to submit proposed legislative goals for consideration for inclusion in the 2014-2015 Legislative Goals Package by September 19, 2014; and

WHEREAS, Camden County continues to support legislative goals included in past NCACC legislative goals packages such as:

- 1) Support for the expansion of revenue options and protection of revenue sources available to county governments;
- 2) Opposition to legislation shifting the state's existing responsibility for funding transportation construction and maintenance projects to county governments;
- 3) Support for legislation to provide state assistance to meet public school and community college construction needs caused by increased enrollment, mandated reduction in class size and other factors;
- 4) Seeking legislation to ensure that state-funded mental health, developmental disability, and substance abuse services are available, accessible and affordable to all citizens and that sufficient state resources fund service provision costs inclusive of sufficient crisis beds; and

WHEREAS, Camden County believes there are other issues of importance to all North Carolina counties that should be included as goals in NCACC's 2014-2015 Legislative Goals Package:

NOW THEREFORE we the Camden County Board of Commissioners do hereby recommend that NCACC include the following goals in the NCACC 2014-2015 Legislative Goals Package:

- 1) Adequately fund agricultural research and cooperative extension services.

Support legislation to fund the agricultural and research extension offices through the University of North Carolina system, principally at NC State University and NC A&T University. Extension offices are located throughout the state and facilitate valuable programs and activities that assist residents in a wide array of programs focused on agricultural economic development. Adequate funding of these programs benefits the agriculture economy in every county.

- 2) Seek legislation to expand county governments' use of 911 funds, protect and enhance current funding streams and maintain full operational flexibility and autonomy.

Seek legislation to protect and enhance current 911 funding streams, as well as increase flexibility in the use of those funds for the betterment of county 911 systems.

- 3) Reinstate ADM and lottery funds for school construction.

Seek legislation to fully reinstate the Averagoo Daily Membership funds and Lottery proceeds to the Public School Building Capital Fund. The Public School Building Capital Fund is housed in the NC Department of Public Instruction and is comprised of two sources of revenue: a set aside from the corporate income tax, known as the ADM Fund, which is allocated based on average daily membership (ADM) in each county, and 40% of the net proceeds from the NC Educational Lottery. Counties have relied upon these funds for debt service repayment for public school construction and renovation.

- 4) Ensure greater equity in the allocation of state-level economic development incentives.

Seek legislation that would provide more equity in the allocation of state-level economic development incentives based upon measurable project impact, particularly in lowwealth Tier 1 counties as designated by NC Department of Commerce.

- 5) Seek legislation to restore State Aid to Public Libraries to the pre-2011 level of \$15.7 million.

State Aid to Public Libraries plays an important part of library funding, especially for rural regional library systems such as the East Abernethy Regional Library. The costs of library operations have continually increased, however State Aid to Public Libraries has been repeatedly reduced over the last few years.

ADOPTED the 11th day of September, 2014

ATTEST:


Angela Wooten - Clerk to the Board




Garry Meiggs - Chairman

Board Appointments - NONE

Consent Agenda

Vice Chairman Michael McLain made a motion to approve the consent agenda. The motion passed 3-0 with Chairman Garry Meiggs, Vice Chairman Michael McLain and Commissioner Sandra Duckwall voting aye; no Commissioner voting no; Commissioner Randy Krainiak and Commissioner Clayton Riggs absent; and no Commissioner not voting.

Consent Agenda - Item 5.A - Draft Minutes – July 7th, 2014

Consent Agenda - Item 5.B - Tax Collection Report

REFUNDS OVER \$100.00
 Refunds to be Issued by Finance Office

CAMDEN COUNTY

ACS Tax System
 8/11/14 16:06:29

Refunds	Remit To:	Reference:	Drawer/Transaction Info:
100.00	CITI FINANCIAL - NICOLE GEORGE 6400 LAS COLINAS BOULEVARD IRVING TX 75039	2011 R 01-7998-01-27-1657.0000 overpayment Clarence McPherson	20140718 1 212157
100.00	CITI FINANCIAL-ATTN:N.GEORGE 6400 LAS COLINAS BOULEVARD IRVING TX 75039	2012 R 01-8907-00-34-3749.0000 overpayment R. Chesson	20140717 1 212141
101.07	JACKSON, JOSEPH BAKER 468 HORSESHOE RD SOUTH MILLS NC 279769515	2012 R 01-7969-00-96-0916.1000 overpayment garnishment	20140724 1 212207
301.07	Total Refunds		

SUBMITTED BY Lisa S. Anderson DATE 8-11-14
 Lisa S. Anderson, Tax Administrator Camden County

APPROVED BY Garry W. Meiggs DATE 9/2/14
 Garry Meiggs, Chairman Camden County Board of Commissioners

REFUNDS OVER \$100.00

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date: 8/11/2014 12:05:31 PM

Name	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Charge	Total Change
LJANA LYNN PALMETTAS	104 SHADY CBI		CAMDEN, NC 27921	Provision	0021406375	CHC9579	AUTHORIZED	13822035	Refund Generated due to generation on Bill #0021406375-2013-2013-0005-00	Change of County	07/10/2014	1543	Tax	(\$149.20)	\$0.00	(\$149.20)
												2	Tax	(\$2.51)	\$0.00	(\$2.51)
																Refund \$151.71

SUBMITTED BY Lisa S. Anderson DATE 8-11-14
 Lisa S. Anderson, Tax Administrator Camden County

APPROVED BY Garry W. Meiggs DATE 9/2/14
 Garry Meiggs, Chairman Camden County Board of Commissioners

REFUNDS OVER \$100.00

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date: ****

Name	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Charge	Total Change
MARVIN HILL ALPHEN	158 FOUR FORES RD	SHAWGORO, NC 27973	Adjustment ***	0021227273	WERKRRSE	PENDING	15049168	Refund Generated due to adjustment on Bill #0021227273-2013-2013-0003-00	Change of County	06/08/2014	1543	Tax	(\$170.90)	\$0.00	(\$170.90)
											2	Tax	(\$2.90)	\$0.00	(\$2.90)
															Refund \$173.80
															Refund Total \$173.80

*REFUND CHECK SHOULD BE MADE OUT TO: Currituck Co. Tax Dept.
 Attn: Sarah
 P.O. Box 9
 Currituck, NC 27929
 Please reference name above.


SUBMITTED BY Lisa S. Anderson DATE 8-11-14
 Lisa S. Anderson, Tax Administrator Camden County

APPROVED BY Garry W. Meiggs DATE 9/2/14
 Garry Meiggs, Chairman Camden County Board of Commissioners

Consent Agenda
Item 5.D- Tax Authorization to Collect (Oct and May Renewals)

<p>STATE OF NORTH CAROLINA COUNTY OF CAMDEN</p> <p>TO: The Tax Administrator of Camden County (Oct. Ren.) Due 11/15/14 (NEW SYSTEM)</p> <p>You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the Tax Administrator and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon personal property of the respective taxpayers in the County of Camden, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell personal property of such taxpayers for and on account thereof, in accordance with the law.</p> <table style="width: 100%; margin-top: 20px;"> <tr> <td style="text-align: center;">SOUTH MILLS 10,779.91</td> <td style="text-align: center;">COURTHOUSE 13,350.90</td> <td style="text-align: center;">SHILOH 7,270.14</td> <td style="text-align: center;">TOTAL 31,400.95</td> </tr> </table> <p>Witness my hand and official seal this <u>2nd</u> day of <u>Sept, 2014</u></p> <p style="text-align: center;"><i>Harry W. Meigs</i> _____ Chairman, Camden County Board of Commissioners</p> <p>Attest:</p> <p style="text-align: center;"><i>Angela L. Woot</i> _____ Clerk to the Board of Commissioners of Camden County</p> <p style="text-align: center;">I hereby certify that I have received the tax receipts and duplicates for collection in the amounts as listed herein.</p> <p style="text-align: center;"><i>Anna S. Anderson</i> _____ Tax Administrator of Camden County</p>	SOUTH MILLS 10,779.91	COURTHOUSE 13,350.90	SHILOH 7,270.14	TOTAL 31,400.95	<p>STATE OF NORTH CAROLINA COUNTY OF CAMDEN</p> <p>TO: The Tax Administrator of Camden County (May Ren.) Due 09/01/14 (OLD SYSTEM)</p> <p>You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the Tax Administrator and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon personal property of the respective taxpayers in the County of Camden, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell personal property of such taxpayers for and on account thereof, in accordance with the law.</p> <table style="width: 100%; margin-top: 20px;"> <tr> <td style="text-align: center;">SOUTH MILLS 29.39</td> <td style="text-align: center;">COURTHOUSE 1.80</td> <td style="text-align: center;">SHILOH 428.17</td> <td style="text-align: center;">TOTAL 459.36</td> </tr> </table> <p>Witness my hand and official seal this <u>2nd</u> day of <u>Sept, 2014</u></p> <p style="text-align: center;"><i>Harry W. Meigs</i> _____ Chairman, Camden County Board of Commissioners</p> <p>Attest:</p> <p style="text-align: center;"><i>Angela L. Woot</i> _____ Clerk to the Board of Commissioners of Camden County</p> <p style="text-align: center;">This is to certify that I have received the tax receipts and duplicates for collection in the amounts as listed herein.</p> <p style="text-align: center;"><i>Anna S. Anderson</i> _____ Tax Administrator of Camden County</p>	SOUTH MILLS 29.39	COURTHOUSE 1.80	SHILOH 428.17	TOTAL 459.36
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Consent Agenda
Item 5.E- Issuance of Request for Proposals,
Operation of County's Emergency Medical Services Program

<p style="text-align: center;">REQUEST FOR PROPOSALS</p> <p style="text-align: center;">Operation of the County's Emergency Medical Services [EMS] Program</p> <p style="text-align: center;">RFP # 2014-09-01</p> <div style="text-align: center;">  <p>Camden County NEW ENERGY. NEW VISION.</p> </div> <p style="text-align: center;">Date of Issue: September 8, 2014</p> <p style="text-align: center;">CAMDEN COUNTY BOARD OF COMMISSIONERS P.O. Box 190 Camden, NC 27921</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Section</th> <th style="text-align: left;">Title/Subject</th> <th style="text-align: left;">Page</th> </tr> </thead> <tbody> <tr> <td colspan="3">Section 1. Introduction</td> </tr> <tr> <td>1.1</td> <td>Purpose</td> <td>4</td> </tr> <tr> <td>1.2</td> <td>Background Information</td> <td>4</td> </tr> <tr> <td>1.3</td> <td>Service Area</td> <td>5</td> </tr> <tr> <td>1.4</td> <td>Area Hospitals</td> <td>5</td> </tr> <tr> <td>1.5</td> <td>Ordinance Regulating EMS and Ambulance Providers</td> <td>5</td> </tr> <tr> <td>1.6</td> <td>EMS Base Facilities Map</td> <td>6</td> </tr> <tr> <td colspan="3">Section 2. Proposal Information</td> </tr> <tr> <td>2.1</td> <td>Issuance</td> <td>7</td> </tr> <tr> <td>2.2</td> <td>Communications with the County</td> <td>7</td> </tr> <tr> <td>2.3</td> <td>Internet Availability</td> <td>7</td> </tr> <tr> <td>2.4</td> <td>Pre-Proposal Conference</td> <td>8</td> </tr> <tr> <td>2.5</td> <td>Procurement Timetable</td> <td>8</td> </tr> <tr> <td>2.6</td> <td>Submission of Proposals</td> <td>8</td> </tr> <tr> <td>2.7</td> <td>Proposal Copies</td> <td>9</td> </tr> <tr> <td>2.8</td> <td>Cover Letter with Signature</td> <td>9</td> </tr> <tr> <td>2.9</td> <td>Definitions</td> <td>9</td> </tr> <tr> <td colspan="3">Section 3. General Terms and Conditions</td> </tr> <tr> <td>3.1</td> <td>Questions and Requests for Clarification</td> <td>10</td> </tr> <tr> <td>3.2</td> <td>Reference Checks</td> <td>10</td> </tr> <tr> <td>3.3</td> <td>Information from Other Sources</td> <td>10</td> </tr> <tr> <td>3.4</td> <td>Verification of Bid Proposal Contents</td> <td>10</td> </tr> <tr> <td>3.5</td> <td>Criminal History and Background Investigations</td> <td>10</td> </tr> <tr> <td>3.6</td> <td>Bid Proposal Content Clarification</td> <td>10</td> </tr> <tr> <td>3.7</td> <td>Conflicts of Interest</td> <td>11</td> </tr> <tr> <td>3.8</td> <td>Financial Stability</td> <td>11</td> </tr> <tr> <td>3.9</td> <td>Service Provider Default</td> <td>11</td> </tr> <tr> <td>3.10</td> <td>Restrictive or Ambiguous Specifications</td> <td>11</td> </tr> <tr> <td>3.11</td> <td>Subcontracting</td> <td>12</td> </tr> <tr> <td>3.12</td> <td>Proposal Format</td> <td>12</td> </tr> <tr> <td>3.13</td> <td>Omission of Information</td> <td>12</td> </tr> <tr> <td>3.14</td> <td>Award</td> <td>12</td> </tr> <tr> <td>3.15</td> <td>Cost Proposal</td> <td>13</td> </tr> <tr> <td colspan="3">Section 4. Obligations, Rights, and Remedies</td> </tr> <tr> <td>4.1</td> <td>Contract Terms</td> <td>13</td> </tr> <tr> <td>4.2</td> <td>Incorporation</td> <td>13</td> </tr> <tr> <td>4.3</td> <td>Alterations or Amendments</td> <td>13</td> </tr> <tr> <td>4.4</td> <td>Assignment</td> <td>13</td> </tr> <tr> <td>4.5</td> <td>Warrant</td> <td>13</td> </tr> <tr> <td>4.6</td> <td>Severability</td> <td>13</td> </tr> <tr> <td>4.7</td> <td>Governing Law</td> <td>14</td> </tr> <tr> <td>4.8</td> <td>Default</td> <td>14</td> </tr> </tbody> </table> <p style="text-align: right;">2 Page</p>	Section	Title/Subject	Page	Section 1. Introduction			1.1	Purpose	4	1.2	Background Information	4	1.3	Service Area	5	1.4	Area Hospitals	5	1.5	Ordinance Regulating EMS and Ambulance Providers	5	1.6	EMS Base Facilities Map	6	Section 2. Proposal Information			2.1	Issuance	7	2.2	Communications with the County	7	2.3	Internet Availability	7	2.4	Pre-Proposal Conference	8	2.5	Procurement Timetable	8	2.6	Submission of Proposals	8	2.7	Proposal Copies	9	2.8	Cover Letter with Signature	9	2.9	Definitions	9	Section 3. General Terms and Conditions			3.1	Questions and Requests for Clarification	10	3.2	Reference Checks	10	3.3	Information from Other Sources	10	3.4	Verification of Bid Proposal Contents	10	3.5	Criminal History and Background Investigations	10	3.6	Bid Proposal Content Clarification	10	3.7	Conflicts of Interest	11	3.8	Financial Stability	11	3.9	Service Provider Default	11	3.10	Restrictive or Ambiguous Specifications	11	3.11	Subcontracting	12	3.12	Proposal Format	12	3.13	Omission of Information	12	3.14	Award	12	3.15	Cost Proposal	13	Section 4. Obligations, Rights, and Remedies			4.1	Contract Terms	13	4.2	Incorporation	13	4.3	Alterations or Amendments	13	4.4	Assignment	13	4.5	Warrant	13	4.6	Severability	13	4.7	Governing Law	14	4.8	Default	14
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Section.1 Introduction		
1.1 Purpose		
Camden County is seeking proposals from qualified, North Carolina-permitted ambulance providers to provide emergency ambulance service for defined areas within its 242 square mile territory. The successful bidder, as determined by the County, will be required to provide these services in the manner described in this Request for Proposals (RFP) for an initial contract term of three (3) years.		
The overall objective of Camden County is to provide emergency medical services staffing at the advanced life support (ALS) level within the designated legal boundaries of the County 24 hours per day and 365 days per year.		
Bidders shall be responsible for determining the number of EMS "crews" necessary to meet the performance standards established in this Request for Proposal. A "crew" shall consist of two EMS providers- one emergency medical technician-paramedic and one emergency medical technician-basic, with strong preference for this second crew member to be credentialed at the intermediate level.		
In addition to EMS provider staffing, the County desires the successful bidder to provide billing and collections services in its response to this RFP.		
This RFP solicits proposals for personnel only. Selected bidder shall have access to and use of facilities, equipment, and supplies of the Camden County Volunteer Rescue Squad.		
1.2 Background Information		
Since March 2003, emergency medical services have been provided via an interlocal agreement between Camden County and neighboring Pasquotank County (i.e. Pasquotank-Camden Emergency Medical Services). The annual number of EMS calls dispatched within Camden County for fiscal years (July 1-June 30) 2011-2014 are as follows:		
FY 2010-2011	460	
FY 2011-2012	621	
FY 2012-2013	715	
FY 2013-2014	731	
Over this four year period, the breakdown of those calls by the County's currently designated response subcategories were approximately 51% for Advanced Life Support; 21% for Basic Life Support; 20% Refusal; and 8% No Transport/Cancelled Enroute.		

1.3 Service Area

Camden County is a predominately rural county of approximately 10,100 residents. Camden County is located in northeastern North Carolina and bordered to the north by the state of Virginia, Currituck County to the east, Pasquotank and Gates Counties to the west, and the Albemarle Sound to the south. Although outside the state borders, Camden County's economy draws from the Hampton Roads region (Norfolk, Chesapeake, Virginia Beach). It is a short drive from the North Carolina Outer Banks, Downtown Norfolk, and Chesapeake, Virginia.

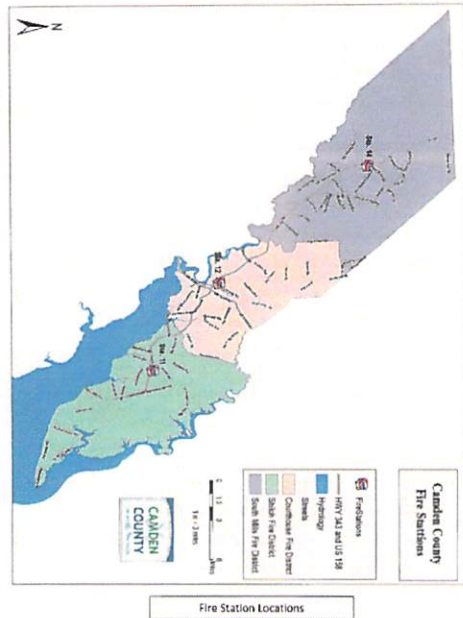
The county consists of approximately 150,557 acres or 242 square miles. No formally incorporated municipalities are located in Camden County, excepting a small area of commercial and residential properties serviced by the City of Elizabeth City. In 2006, the County approved an ordinance via referendum to create a unified government that incorporated the former townships of South Mills, Camden, and Shiloh into the County. These townships comprise the three core community areas. South Mills in the north, Camden in the center of the county, and Shiloh Village near the south end. The Great Dismal Swamp, the largest swamp in the nation, covers the northern section of the County. Please refer to area map on the following page.

1.4 Area Hospitals

Albemarle Sentara Hospital is the County's primary hospital and is located in adjacent Elizabeth City/Pasquotank County. And, while most patients are transported to Albemarle Sentara Hospital in Elizabeth City, the Chesapeake Regional Medical Center is located approximately 26 miles from Camden County. The closest certified Trauma Center (Level 1) is Sentara Norfolk General Hospital which is approximately 37 miles from the South Mills Volunteer Fire Department facility (Station 14).

1.5 Ordinance Regulating EMS and Ambulance Providers

In 1985, the Board of County Commissioners adopted an Ambulance Service ordinance regulating emergency medical service and stipulating the requirements for granting franchises to emergency medical services and ambulance operators. This ordinance identifies the requirements and process for prospective Service Providers to obtain a franchise to provide emergency medical services or to provide non-emergency/over-the-counter transportation of patients within Camden County. Subsequently, the Pasquotank-Camden EMS is currently providing various levels of non-emergency ambulance transportation within the County. A copy of the ordinance is included in the Appendix to this document.



1.6 EMS Base Facilities

Camden County is currently in discussions with the two volunteer fire districts, South Mills Volunteer Fire Department and South Camden/Shiloh Volunteer Fire Department, regarding the use of their respective facilities for the staging of personnel of the Service Provider that is selected. The newest fire station facility, Station #11, was completed in 2013 and is located in Shiloh Township. Station #12, located in Courthouse Township, also houses equipment and personnel of the South Camden/Shiloh Volunteer Fire Department. Station #14, completed in 2012, is the primary operations facility of the South Mills Volunteer Fire Department.

Section 2. Proposal Information

2.1 Issuance

The development and publication of this RFP was at the direction and approval of the Camden County Board of County Commissioners who will ultimately make the final decision to contract with the to-be designated EMS Service Provider. The County Manager, fire chiefs of the South Mills and South Camden/Shiloh Volunteer Fire Departments, and other County administrative staff designated by the Manager will be responsible for reviewing the proposals received and making a recommendation to the Board of Commissioners.

2.2 Communications with the County

From the issue date of this RFP until award announcement, the Camden County Manager will serve as the County's liaison with prospective Service Providers throughout the entire proposal period. Service Providers may contact only the Camden County Manager. Questions related to this RFP must be submitted in writing via e-mail and be received no later than 5:00 pm, Eastern Standard Time, Wednesday, October 15, 2014. Also, any e-mail request for information must include company name, contact name, address, telephone number, and the RFP name and number. Verbal or in-person questions related to this RFP will be accepted only during the Pre-Proposal Conference identified in Section 2.5.

2.3 Internet Availability

This RFP will be posted and accessible on the County's website homepage at <http://www.camdencountync.gov>. Applicants are advised to check the site periodically for amendments to this RFP, particularly if the prospective Service Provider downloaded the RFP from the Internet initially. Service Providers who requested/received this RFP via mail from the County will automatically receive amendments. Note that no online submittals of the proposal will be accepted.

2.4 Pre-Proposal Conference

The date of issuance of this RFP is September 8, 2014. A mandatory Pre-Proposal Conference has been scheduled for Wednesday, September 24, 2014 at 2:00 p.m. in the conference room of the Camden County Administration Building located at 330 US HWY 158 East in Camden, NC. Firms wishing to respond to this RFP will be expected to have a representative present.

The purpose of the conference is to discuss with prospective providers the services being requested of them and allow them an opportunity to ask questions regarding the RFP. Verbal discussions at the pre-proposal conference shall not be considered part of the RFP unless confirmed in writing by the County following the conference and incorporated into this RFP as an addendum.

Questions asked at the conference that cannot be immediately answered during the conference may be deferred to enable County staff time to research, clarify or otherwise adequately address the question. A copy of the questions and the corresponding answers will be sent to Service Providers who attend the pre proposal conference.

2.5 Procurement Timetable

The following dates are set forth for informational and planning purposes; however, the County reserves the right to change the dates.

- Issue RFP September 8, 2014
- Pre Proposal Conference September 24, 2014
- Questions Due October 15, 2014
- Response to Questions Issued October 22, 2014
- Bid Proposals Due November 7, 2014
- Proposal Evaluations/Committee Recommendation November 21, 2014
- Board of Commissioners Vote on Recommendation December 15, 2014
- Contract Negotiations Completed January 15, 2015
- Final Contract Vote by Board of Commissioners February 2, 2015
- Pre-Deployment Conference March 2, 2015
- Contract Commencement June 30, 2015

2.6 Submission of Proposals

Proposals must be received by 2:00pm, November 7, 2014. Proposals will be prepared in the format suggested in this RFP and be delivered to:

Camden County Board of County Commissioners
ATTN: Michael Renshaw
Camden County Manager
PO Box 190
Camden, NC 27921

<p>Office: 252-338-6363 ext 102 e-mail: mrstward@camdenonline.gov</p> <p>The County must receive all proposals at the County Manager's Office, by 2:00 pm, Eastern Standard Time, November 7, 2014. This is a mandatory requirement and will not be waived by the County. Any bid proposal received after this deadline will be rejected and returned to the Service Provider. Service Providers mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposals. It is the Service Provider's responsibility to ensure that the proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the proposal. Electronic mail and faxed bid proposals will not be accepted. Service Providers must furnish all information necessary to enable the County to evaluate adequately their submitted proposal. Proposals that fail to meet the mandatory requirements of the RFP may be disqualified. Verbal information provided by the Service Provider shall not be considered part of the Service Provider's proposal.</p> <p>2.7 Proposal Copies</p> <p>The County requests that the Service Provider submit, printed and bound, one (1) designated "original" and ten (10) copies of the proposal. The package containing the proposals must be sealed and labeled with the Service Provider's name, address and contact phone number and marked "Confidential – Camden County Emergency Medical Services RFP-#2014-09-01".</p> <p>2.8 Cover Letter with Signature</p> <p>A cover letter, which will be considered an integral part of the proposal, must be signed by the individual(s) who is (are) authorized to contractually bind the Service Provider. Each signature must indicate the classification or position that the individual holds in the firm. The cover letter must designate a person or persons who may be contacted during the period of evaluation with questions or potential contract issues. For each listed individual, include the name, title, address, telephone number, and e-mail address.</p> <p>2.9 Definitions</p> <p>EMS terminology is used throughout this document. All terms are defined pursuant to Chapter 131E, Article 7 of the North Carolina General Statutes entitled, "Regulation of Emergency Medical Services," and Title 10A, Subchapter 13P, Section .0102 of the North Carolina Administrative Code entitled "Emergency Medical Services and Trauma Rules", which definitions are incorporated by reference as if fully set out herein.</p> <p style="text-align: right;">9 Page</p>	<p>Section 3. General Terms & Conditions</p> <p>3.1 Questions and Requests for Clarification</p> <p>Service Providers are invited to submit written questions and requests for clarifications regarding the RFP. The questions or requests for clarifications must be in writing via e-mail and received by the County Manager's Office before 5:00 pm, Eastern Standard Time, October 15, 2014. Oral questions will not be permitted. If the questions, or requests for clarification, pertain to a specific section of the RFP, the page and section number(s) must be referenced. All submitted questions and the County's corresponding responses to those questions or requests for clarification will be e-mailed to all prospective providers who the County is aware has received an RFP, on or before October 22, 2014. The County assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP as addenda.</p> <p>3.2 Reference Checks</p> <p>The County shall have the right to contact any references to assist in the evaluation of the proposal, to verify information contained in this proposal, and to discuss the Service Provider's qualifications.</p> <p>3.3 Information from Other Sources</p> <p>The County shall have the right to obtain and consider information from other sources concerning a Service Provider, such as the Service Provider's capability and performance under other contracts.</p> <p>3.4 Verification of Bid Proposal Contents</p> <p>The content of a proposal submitted by a prospective Service Provider is subject to verification. Misleading or inaccurate responses may result in disqualification.</p> <p>3.5 Criminal History and Background Investigation</p> <p>The County shall have the right to conduct criminal history and other background investigations of the Service Provider, its officers, directors, shareholders, or partners, as well as managerial, supervisory, and line personnel retained by the Service Provider for the performance of the contract.</p> <p>3.6 Bid Proposal Content Clarification</p> <p>The County reserves the right to contact a Service Provider after the submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Service Provider has provided goods or services to the County or any other political subdivision.</p> <p style="text-align: right;">10 Page</p>
<p>whenever located, or requests for corrective pages in the Service Provider's bid proposal. The County will not consider information received if the information materially alters the content of the bid proposal or alters the type of goods and services the Service Provider is offering to the County. An individual authorized to legally bind the Service Provider shall sign responses to any request for clarification. Responses shall be submitted to the County within the time specified in the County's request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.</p> <p>3.7 Conflicts of Interest</p> <p>Service Providers must disclose any potential conflicts of interest that the Service Provider may have due to other clients, contracts, or interests associated with the services addressed in this RFP.</p> <p>3.8 Financial Stability</p> <p>Service Providers will include, in the Technical Proposal section of the proposal submittal (Section 6.2), the most recent and complete audited and certified financial statement of the corporation, as satisfactory evidence of their ability to furnish the services requested in accordance with the terms and conditions of the requirements listed in this RFP. The County will make the final determination as to the Service Provider's ability to do so.</p> <p>3.9 Service Provider Default</p> <p>The County reserves the right, in case of Service Provider default, to procure the services from other sources and hold the defaulting Service Provider responsible for any costs occasioned thereby. If a Service Provider's default is due to a failure to perform, the County reserves the right to remove the Service Provider from the County's Service Providers list for up to twenty-four (24) months.</p> <p>3.10 Restrictive or Ambiguous Specifications</p> <p>Each prospective Service Provider will be solely responsible for reviewing the entire RFP packet and to notify Camden County if the specifications are formulated in a manner that would appear to unnecessarily restrict competition. Any such question regarding the specifications or proposal procedures must be received in the Camden County Manager's Office not less than ten (10) business days prior to the time set for the receipt of proposals by the County. These requirements also apply to specifications that may be interpreted as ambiguous.</p> <p>3.11 Subcontracting</p> <p>The County will award this proposal to provide Emergency Medical Services to one Service Provider. The successful Service Provider may not subcontract the award or any part thereof without the prior written consent of the Camden County Board of Commissioners.</p> <p style="text-align: right;">11 Page</p>	<p>3.12 Proposal Format</p> <p>The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated Service Provider. This information may be appended to the proposal evaluation process results. Information regarding a Service Provider from reliable sources, and not within the Service Provider's proposal, may also be noted and made part of the evaluation file. The County shall be responsible for determining a reliable source.</p> <p>The County reserves the right to conduct written and/or oral discussions/interviews with any of the Service Providers presenting proposals after the proposals are opened. The purpose of such discussions/interviews will be to provide clarification and additional information upon which an informed decision can be made with regards to an award that is in the best interest of the County.</p> <p>3.13 Omission of Information</p> <p>Prospective Service Providers are cautioned that failure to include any information requested may be just cause for rejection of the proposal.</p> <p>3.14 Award</p> <p>While the County is considering the proposals submitted and the subsequent contract for the services requested, it will not be bound to award a contract.</p> <p>3.14.1 Award will be made to the Service Provider offering the most advantageous proposal. The County will not be obligated to accept the lowest priced proposal, but will make an award based on what it determines to be the best interests of the County after all factors, both technical and price related, have been evaluated.</p> <p>3.14.2 The County will contact and evaluate the Service Provider's references; contact any Service Provider to clarify any response; contact any current users of a Service Provider's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.</p> <p>3.14.3 It is possible that an award may be made without discussion or contact concerning the proposal received; and possibly without conducting in-person interviews with selected Service Providers. Accordingly, proposals should contain the most favorable terms possible which the Service Provider can submit to the County, from both a price and a technical standpoint. DO NOT ASSUME that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.</p> <p>3.14.4 Award will be by means of a written notification to the successful Service Provider. Following which, a Notification of Intent to Award will be sent to all Service Providers who submitted proposals. Negotiations with the selected Service Provider will be confidential and not</p> <p style="text-align: right;">12 Page</p>
<p>subject to disclosure to competing Service Providers.</p> <p>3.15 Cost Proposal</p> <p>The County would prefer to pay no subsidy for the services requested beyond that revenue which the Service Provider will collect from services billed, however all proposals will be considered.</p> <p>Section 4. Obligations, Rights, and Remedies</p> <p>4.1 Contract Terms</p> <p>The contents of the proposal submitted by the successful Service Provider will become contractual obligations. The RFP and proposal submitted will be attached and become part of the contract between the County and the selected Service Provider. The County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's interest.</p> <p>4.2 Incorporation</p> <p>All specifications, drawings, technical information, the RFP, the proposal award and similar items referred to or attached or which are the basis for the contract may be deemed incorporated by reference as if set out fully in this RFP.</p> <p>4.3 Alterations or Amendments</p> <p>No alterations, amendments, changes, modifications or additions to the contract shall be binding on the County without the prior written approval of the County.</p> <p>4.4 Assignment</p> <p>The Service Provider will not assign or sub-contract its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written and specific consent of the County.</p> <p>4.5 Warranty</p> <p>Service Provider warrants to the County that all services rendered shall conform to the specifications, proposal or other descriptions furnished or incorporated by reference. Service Provider extends to the County all warranties allowed under North Carolina law.</p> <p>4.6 Severability</p> <p>If any provision of the contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.</p> <p style="text-align: right;">13 Page</p>	<p>4.7 Governing Law</p> <p>The laws of the State of North Carolina shall govern the contract, and all obligations of the parties are to be performed in Camden County, North Carolina. The Superior Court of Camden County shall have exclusive and concurrent jurisdiction of any disputes that arise under the Contract.</p> <p>4.8 Default</p> <p>If the Service Provider fails to perform or comply with any provision of the Contract or the terms or conditions of any documents referenced and made a part of the Contract, the County may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. This is a performance based contract, and liquidated damages may be assessed for non-performance pursuant to section 3.22 of this RFP. The County expressly retains all its rights and remedies provided by law in case of a breach, and no action by the County shall constitute a waiver of any such rights or remedies. In the event of termination for default, the County reserves the right to purchase its requirements elsewhere, with or without competitive proposals.</p> <p>4.9 Indemnification & Hold Harmless</p> <p>The Service Provider shall indemnify, defend, save and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature, including but not limited to reasonable attorney's fees, which are incurred, suffered or required to be paid because of, arising out of, or due to breach of the contract by the Service Provider, its suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of the Service Provider, its suppliers, agents or employees.</p> <p>4.10 Right to Inspect</p> <p>The County Commissioners and/or their designee(s), reserve the right to make periodic inspections regarding the manner and means in which the contracted services are performed. The County also reserves the right to audit the books of the service provider to the extent of service provided in Camden County.</p> <p>4.11 Non-Discrimination & Non-Conflict Statement</p> <p>The Service Provider agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the contract, or in the employment practices of the Service Provider. The Service Provider shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. The Service Provider covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state</p> <p style="text-align: right;">14 Page</p>

employment laws as applicable, including federal E-verify employment. The Service Provider also covenants that it does not engage in any illegal employment practices.

4.12 Conflicts of Interest

The Service Provider covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. The Service Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, the Service Provider or as a consultant to the Service Provider in connection with any work or service contemplated or performed relative to the Contract.

4.13 Books and Records

The Service Provider shall maintain all books, documents, accounting records (these shall include all employee training records, and employee license and certification records) and other evidence pertaining to the services provided under the contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract period for inspection by County or by any other governmental entity or agency participating in the funding of the contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Service Provider's cost of acquiring or delivering the services governed by the contract.

Section 5. Service Provider Responsibilities; Terms and Conditions

5.1 Intent

The intent of this RFP is to receive proposals to provide Emergency Medical Services, including the care and transport of patients, with Advanced Life Support (ALS) Ambulance Service for the entire County. Ultimately, the County is seeking the highest quality, most reliable ALS ambulance services at the most reasonable price.

5.1.1 The successful Service Provider will be responsible for providing ambulances for response to 911 calls for requests involving medical emergencies throughout the County coverage area.

5.1.2 The County desires clinical excellence, superb response time performance, cost containment, and a professional and courteous image. Under the contract, the relationship between the County and the Service Provider is expected to be one of cooperation and not conflict.

5.1.3 In general the services shall include, but not be limited to, the management and supervision of all Service Provider staff, medical supply and related equipment purchasing, public education,

and all activities regarding billing and collection for services rendered.

5.1.4 The Camden County Manager will, during this procurement process and through the implementation period of the contract for services, serve as the County's designated "EMS Coordinator", and the County's liaison to and with the Service Provider. The County Manager will report to the Emergency Medical Services Advisory Board (EMSAB) on a monthly basis or as otherwise designated by the County with regards to the Service Provider's compliance with the performance standards stipulated in the agreed upon contract.

5.2 Minimum Requirements & Expectations with Regards to Services to be Provided

The Service Provider must assure compliance, at all times and continuously, with North Carolina Statutes regarding licensure of ambulance Service Providers (G.S. 131E-151.1), that vehicles operated as ambulances are properly licensed and permitted by the state (G.S. 131E-156), and that all assigned personnel are certified by the State (G.S. 131E-158); and, particularly, agree to operate in compliance with the applicable sections of Title 10A, Sub-Chapter 13P of the North Carolina Administrative Code (NCAC) "Emergency Medical Services and Trauma Rules", that will apply under the provisions of its contract with Camden County, along with all future statutory and administrative requirements of EMS providers.

5.2.1 The Service Provider will provide and pay for all administrative and professional personnel in its employ, including those responsible for billing for the services rendered, all appropriate insurance coverages, required office materials, training supplies and materials, and medical supplies and equipment necessary to respond to emergency medical calls referred to the Service Provider by the County.

5.2.2 The Service Provider will allow ambulances and crews to be dispatched and monitored by the Pasquotank-Camden-Elizabeth City Central Communications Center.

5.2.3 The Service Provider must apply for, secure, and renew all licenses, permits, certificates or similar approvals which are or may be required by the State of North Carolina or the North Carolina Office of Emergency Medical Services (NCOEMS); and provide copies of all licenses to the County Manager or his/her designee.

5.2.4 The Service Provider will accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.

5.2.5 The Service Provider will provide services as described in this RFP to all persons within the service area defined; i.e. Camden County.

5.2.6 Once fees for services to be billed are agreed upon and approved by the County, they will remain in force, without escalation, for the first full year of the Service Provider's contract. After the first year, the Service Provider may annually adjust its fees for service by a percentage equal to the most recently published 12-month percent change

in the medical care CPI. The specific percent change to be used is the unadjusted CPI-U for medical care in the South Region, Area Size D, as published by the Bureau of Labor Statistics on its web site at www.bls.gov/cpi.

5.2.7 The Service Provider will provide a "standby" ambulance and emergency medical personnel within the County upon request of the Pasquotank-Camden-Elizabeth City Emergency Management Coordinator, when there is reason to believe a life threatening public emergency presently exists or is imminent within the County which includes standing-by at fire, rescue, law enforcement and hazardous materials response incidents. This shall be within the guidelines approved by the Emergency Medical Services Advisory Board (EMSAB).

5.2.8 Subject to the Service Provider's reasonable policies and procedures regarding same, the Service Provider shall permit observers from the County. The Service Provider's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.

5.2.9 The Service Provider must comply, to the extent applicable to the service it is contracted to provide, with the County's documented Emergency Operations Plans, or successor plans adopted and approved by the Camden County Commissioners and the Pasquotank-Camden-Elizabeth City Office of Emergency Management whenever the provisions of such plan or plans are in effect.

5.2.10 The Service Provider further agrees to participate in at least one (1) community disaster drill per calendar year, as directed by the Pasquotank-Camden-Elizabeth City Office of Emergency Management and as is within the Service Provider's resources and guidelines for such activities.

5.2.11 The Service Provider may not offer incentives, by way of additional salaries or wages, or compensated leave of absence to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

5.3 Transport

The Service Provider will provide emergency patient transport services to the appropriate health care facility or other location for all persons in the service area. If the patient requires advanced care beyond the capabilities of area facilities, the patient will be transported to the closest appropriate facility as long as in doing so the transport activity will not jeopardize the patient's health.

5.4 Notification

The County Manager must be notified immediately whenever the following occur:
Any single incident or accident that requires the response of two (2) or more ambulances; mass casualty incidents; or a motor vehicle accident involving a Service Provider operated ambulance.

5.4.1 The County Manager, and/or an otherwise so designated County employee, will have the ability to log on to the NCOEMS (CIS and/or PREMIS) website [with no ability to change reports] to access and review the Service Provider's incident reporting and performance data as filed with and available via GEMS.

5.4.2 The County Manager must be notified in writing within forty-eight (48) hours whenever the following occurs: The employment or assignment of any new person involved in the delivery of emergency medical services as contracted; the notification will provide necessary certification paperwork; the separation/termination or the change of status of any of the Service Provider's employees involved in the delivery of services related to the contract; and, any change(s) in the Service Provider's management or supervisory personnel or organizational structure.

5.4.3 The Service Provider will notify the Pasquotank-Camden-Elizabeth City Communications Center dispatch personnel, via e-mail, the names of personnel and their unit assignment at the start of each shift. This will include shift supervisors.

5.5 Availability of EMS Service

In Section 5.12 the County states that this procurement is to result in a performance based contract for emergency medical services. Section 6.2, Technical Proposal, offers the Service Provider the opportunity to discuss how it expects to meet and/or exceed the County's service expectations.

5.5.1 Subsequently, in addition to compliance with the legal EMS system requirements and rules addressed in Section 5.2; the minimum performance requirements upon which the Service Provider should calculate its ambulance staffing requirements; i.e. availability; should be based at the very least on meeting the following criteria:

5.5.1.1 There is staffing available to deliver ALS-level emergency medical services 24 hours per day 7 days per week.

5.5.1.2 That the Service Provider responds to 100 percent of all calls to which it is dispatched.

5.5.1.3 That the total response time to all incidents to which the provider is dispatched (i.e. time of dispatch-to-time of arrival on scene) be no more than twelve (12) minutes to 90 percent of all calls.

5.5.1.4 That the interval response time commonly referred to as "dwell time" or "turn-out" time; i.e. time of dispatch-to-time that on-board ambulance personnel communicate to the Communications Center that they are "enroute" (wheels moving); shall be no greater than ninety (90) seconds for at least 90% of all calls.

5.6 Response Time

As used herein, the term "emergency request" shall include any response by the Service Provider under the contract or any emergency service request received by the Service Provider from the Pasquotank-Camden-Elizabeth City Communications Center.

5.6.1 Response to emergency requests shall be determined to commence the moment the Service Provider's ambulance is notified of the emergency service request; i.e. "dispatched". The Service Provider will be responsible in each instance to notify the Communications Center that they are responding to the emergency service request with their reference "enroute" communication.

5.6.2 Note that if, in any monthly period, the Service Provider fails to respond to an emergency request, or fails to respond within the minimum time intervals and requirements stipulated in 5.6.1 there may be non-performance liquidated damages assessed; per Section 5.22.

5.6.3 For purposes of determining the Service Provider's compliance with the response time intervals set forth in this RFP, every emergency request for ambulance service shall be counted except as follows:

- Requests during a disaster, locally or in a neighboring jurisdiction that a Service Provider's ambulance is dispatched to.
- An inclement weather condition exists.

5.6.4 The response to an emergency request may also be excluded when the County Manager and/or Emergency Medical Services Advisory Board (EMSAB) determines there is other good cause for an exception.

5.7 Personnel

The Service Provider will be encouraged to employ ALS level EMTs and administrative and support staff with local knowledge, experience and an understanding of the history of

Camden County as a means of positively facilitating working relationships with volunteer fire departments, law enforcement and the County's citizens.

5.7.1 Both the County and the Service Provider understand that any EMS System requires professional and courteous conduct at all times from the Service Provider's field personnel, middle management, as well as executives. The Service Provider will seek to employ highly trained EMTs and support staff to provide patient care and to oversee the EMS operations it has agreed to provide on a day-to-day basis.

5.7.2 Each EMT will be physically capable of performing the tasks assigned by the Service Provider, shall be clean in dress and person, and shall display their name and certification on a photo identification badge in an appropriate manner visible to the patient. Any of Service Provider's employees who operate under the contract shall conform to the Service Provider's dress code.

5.7.3 Both the County and the Service Provider understand that training and educational requirements change from time to time for EMTs as new protocols and medical treatments are approved and implemented by the State. The Service Provider agrees that the cost of such training or education will be the responsibility of the Service Provider and/or its employees.

5.7.4 The Service Provider will utilize reasonable work schedules and shift assignments that allow personnel to work no more than 24 consecutive hours followed by no less than the minimum time off-duty as identified by State and federal FLSA requirements. (If requested by the Provider, the County will consider consecutive shift hours beyond the 24 stipulated, however, only with appropriate regulatory agency documentation allowing such.) The Service Provider will provide working conditions and reasonable benefits that exist in attracting and retaining highly qualified personnel.

5.7.5 The Service Provider will utilize management practices that ensure that field personnel working extended shifts, other part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills while on-duty and providing the services described herein.

5.7.6 The Service Provider shall offer to its employees' a compensation and benefits package designed to attract and retain highly qualified field and administrative/support personnel. Salary and benefits should be comparable to the same positions in the industry and surrounding counties. (Please provide a schedule of compensation and benefits with your proposal; See Section 6.7.3.)

5.7.7 The Service Provider will have in place a program for random drug screening of all personnel providing response under its contract with the County. Further, the Service Provider will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee

suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

5.7.8 Should complaints arise regarding the level of care, ambulance response, or employee actions or lack of action, they will be forwarded to the Service Provider by the County Manager or his/her designee and must be answered within 48 hours and include actions taken, including disciplinary action and/or other corrective measures.

5.7.9 It will be very important that employees of the Service Provider strive to gain proficient knowledge of the streets and highways within the County (coverage area) in order to choose the quickest, most direct route to the scene of any emergency to which they are called.

5.7.10 The Service Provider will provide a mechanism or approved method for monitoring driver performance for all ambulances providing services under the contract. The County is to be provided with reports on driver performance as requested by the County Manager and the Emergency Medical Services Advisory Board (EMSAB).

5.7.11 Service Provider will have staff available either "on-site" or via a toll free phone number, capable of discussing and resolving any billing questions that may arise.

5.8 Quality Improvement

The Service Provider will develop and have in place a comprehensive quality improvement program for the EMS System and provide a copy of such program for review to the County Manager and the Emergency Medical Services Advisory Board (EMSAB) prior to commencement of the contract.

5.9 First Responders

It is important that the prospective Service Provider understand that the volunteer fire departments within Camden County currently do not function as Medical First Responders.

5.10 Insurance Requirements

Upon notification of award, and prior to the County's signature to the ultimate contract that is negotiated, the Service Provider will purchase and provide, via a company or companies licensed to do business in the State of North Carolina, such insurance as will protect the County from claims which may arise or result from the Service Provider's operations under the contract, whether such operations are performed by the Service Provider or by anyone directly or indirectly employed by them, or by anyone for whose acts the Service Provider may be liable.

5.10.1 The insurance required will be written for not less than the limits or liability specified and/or as required by law. All policies shall provide for a 30-day notice to the

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County of cancellation or alteration in coverage. The Service Provider shall maintain through the life of the contract; insurance, through insurers rated A- or better by A.M. Best, in the following minimal limits:

- Commercial general liability insurance - \$2,000,000 per occurrence and \$3,000,000 annual aggregate.
- Professional medical malpractice insurance - \$2,000,000 per occurrence and \$3,000,000 aggregate.
- Worker's compensation coverage to statutory limits as required by law; employer's liability insurance of not less than \$1,000,000 bodily injury by incident; \$1,000,000 bodily injury by disease for each employee.
- Personal injury protection (PIP) or medical payment coverage as required by law.
- "Umbrella" coverage in the amount of at least \$5,000,000 shall be provided as additional coverage to all underlying liability policies.

5.10.2 A copy of the fully completed endorsement must be provided and is to name Camden County as an "additional insured", identify the policy number, and be signed by the issuers authorized representative.

5.11 Indemnification

The Service Provider agrees to defend, indemnify and hold harmless the County, their officers, agents, employees and representatives from any and all claims, demands, liabilities, penalties, damages, expenses and judgments of any nature and description, including but not limited to reasonable attorney's fees, incurred, suffered or required to be paid because of the negligence of the Service Provider and arising out of the performance by the Service Provider, its employees, or agent in providing ambulance services under the contract for the County.

5.11.1 The Service Provider expressly understands and agrees that any insurance protection required by the contract or otherwise provided by the Service Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

5.11.2 The County has no obligation to provide legal counsel or defend the Service Provider in the event that a suit, claim or action of any character is brought by any person not a party to the contract against the Service Provider as a result of or relating to performance or obligations of the services under the contract.

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5.11.3 Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Service Provider as a result of or relating to obligations under the contract.

5.11.4 The Service Provider will immediately notify the County of any claim or suit made or filed against the Service Provider regarding any matter resulting from or relating to the Service Provider's obligations under the contract, and will cooperate, assist and consult with the County in the defense or investigation thereof.

5.12 Performance Based Contract

A significant aspect of this procurement is the fact that it will result in the award of a performance-based contract. Specifically:

5.12.1 Ambulance response times must meet the response requirements identified in Section 5.5 and 5.6.

5.12.2 The Pasquotank-Camden-Elizabeth City Communications Center will be responsible for dispatching the Service Provider's ambulances under the contract.

5.12.3 Every ambulance unit must at all times be equipped and staffed to operate at the ALS level and respond to all emergency calls received under the contract.

5.12.4 Clinical performance must be consistent with approved medical standards and protocols and the guidelines set forth by the County's Medical Director, the NCDEMS, and the State of North Carolina.

5.12.5 The conduct of personnel assigned must be professional and courteous at all times.

5.12.6 There must be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.

5.12.7 Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to protocols, procedures, performance auditing, and prompt and definitive corrective action.

5.12.8 This is not a level-of-effort contract. A Service Provider who fails to perform will be promptly replaced, in that human lives, and not merely inconvenience or money are at stake. In accepting a Service Provider's offer, the County neither accepts nor rejects the Service Provider's level-of-effort estimates; rather, the County accepts the Service Provider's promise to employ whatever level-of-effort is necessary to achieve the clinical, response time, and other performance standards required by the terms of the Contract.

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5.13 Use of Own Expertise & Judgment

The Service Provider is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under the contract. By "methods", the County means compensation programs, shift scheduling, personnel policies, supervisory structures, fluid vehicle deployment techniques, and other internal methods which, taken together, comprise the Service Provider's own strategies and tactics for efficient and effective service delivery.

5.13.1 The County desires to promote innovation, efficiency, and superior levels of high performance.

5.14 Costs Incurred in Responding to Proposal

The County will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit here to procure or contract for any services. All costs of proposal preparation will be borne by the Service Provider.

5.14.1 The proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County when received by the County and may be considered public information under applicable law.

5.14.2 The County assumes no liability for any costs incurred by Service Providers during the procurement and selection process.

5.15 Additional Information

The award will be made to the most responsible, responsive and reliable Service Provider, not necessarily that provider that offers the lowest overall cost but the best service to the County and other entities included therein.

5.15.1 Except as otherwise provided in mutual aid agreements the County will contract with a single entity for emergency ambulance/EMS services.

5.15.2 The County will schedule site visits to the Service Provider's facilities or a current operational site in order to assess the capability and ability of the Service Provider to fulfill the requirements of this RFP.

5.15.3 If during the evaluation process, the County is unable to determine a Service Provider's ability to perform, the County has the option of requesting evidence of the Service Provider's ability. The Service Provider will be notified and permitted five working days to comply with any such request.

5.15.4 The County reserves the right to cancel this solicitation at any time, prior to or

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after the submittal deadline.

5.15.5 Prospective Service Providers may be invited to make oral presentations to the County Manager and any additional senior staff personnel assigned to review the proposals received.

5.16 Commencement of Contract

At this time it is anticipated that the contract will commence June 30, 2015 at 6:00 a.m.

5.17 Performance Review (See also 5.22 and 5.23 below)

The County Emergency Medical Services Advisory Board (EMSAB) shall conduct a monthly evaluation of the performance of the Service Provider for the first six (6) months of contract and quarterly thereafter utilizing criteria the County determines to be relevant. In addition, the County may conduct intermittent evaluations as directed by the EMSAB, or at such other times as may be specified by the County. This will include but not be limited to issues of compliance with the terms of the contract.

5.17.1 The Service Provider should seek to exceed the performance expectations and minimum requirements identified in this RFP.

5.18 Renewal Option

Upon expiration of the terms the initial contract, it may be renewed upon written agreement between the County and the Service Provider, and will become dependent upon the Service Provider's success in completing the Performance Reviews and meeting the performance standards outlined in this RFP and the contract documents originally agreed upon.

5.18.1 The Service Provider's price, at the time of renewal, may be adjusted as provided within the contract agreement.

5.19 Compensation

The County would prefer to pay no subsidy requested beyond that revenue which the Service Provider will collect from services billed, however all proposals will be considered.

5.19.1 No additional charges to the County will be allowed unless specified in the RFP.

5.20 Response Time Performance & Reimbursements to County

Following each monthly period of operation (beginning on the first day of each month), and commencing on the first day of operations, the Service Provider will respond to one

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hundred percent (100%) of the emergency requests to which it is dispatched, as set forth in the RFP. (Section 5.5.1.2)

5.20.1 Failure of the Service Provider to meet these requirements may result in either a deduction from the Service Provider's monthly operating subsidy, if such subsidy exists, liquidated damages based on the following:

Percent of response to emergency requests that satisfy stipulated response requirements	Liquidated Damages to County (previous month performance)
95-100%	No Liquidated Damages
85-95%	\$ 1,000
75-85%	\$ 2,000
<75 %	\$ 5,000 and termination review

The Service Provider agrees that the liquidated damages amounts set out above are in lieu of other damages that the County may suffer as the result of the Service Provider failing to meet the performance requirements. The Service Provider agrees that the amount of actual damages arising from such a failure of performance would be impracticable and extremely difficult to determine and that the above liquidated damage sums represent reasonable amounts to compensate the County for damages sustained due to such failure of performance by Service Provider.

5.21 Specific Performance Criteria

Liquidated damages may also be assessed the Service Provider if it is determined, following the monthly performance review, that the Service Provider failed to meet the stipulated minimum response time requirements identified in sub sections 5.6.13 and 5.6.14.

5.22 Interpretations and Clarifications

No oral interpretations will be made to any Service Provider as to the meaning of specific requirements addressed in this RFP. All addenda/RFP amendments will become part of the contract document that is executed.

5.23 Performance Bond

The successful Service Provider must supply a Performance Bond, or irrevocable letter of credit, in the amount of 100% of the yearly subsidy price, if any or \$100,000 (whichever is greater) for each year that the contract is in effect. The County reserves the right to reduce bonding requirements. Service Provider shall provide and pay for all costs associated with this bond. Bond reduction will occur only at contract renewal time and is based upon satisfactory contract performance, as determined by the County in its sole discretion.

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<p>5.24 Base Locations</p> <p>As part of the consideration for the Service Provider entering into the Contract, Camden County will provide one or more base locations for staging County-owned and maintained Type III ambulances and Service Provider personnel. The Service Provider will be responsible for maintaining contents coverage on its personal property.</p> <p>Section 6. Proposal Format</p> <p>6.1 Instructions</p> <p>These instructions prescribe the requested format and content (generally) of the proposal and are intended to facilitate a uniform review process.</p> <p>6.1.1 The proposal shall be typewritten on 8.5" x 11" paper (one side only).</p> <p>6.1.2 The proposal will be divided into two parts: The Technical Proposal, and, The Cost Proposal.</p> <p>6.1.3 One (1) original, marked as such, and ten (10) copies of the proposal shall be submitted per the instructions offered in Section 2.7 and 2.8.</p> <p>6.1.4 If the Service Provider wishes to reference attachments or related materials to support the information requested, reference the material where appropriate and include it in an "Appendix" or "Attachments" section of the proposal at the back of the document.</p> <p>6.2 Technical Proposal</p> <p>The following documentation is to be provided:</p> <p>6.2.1 Transmittal Letter, including signature and title of an officer of the firm/company authorized to contractually bind the Service Provider.</p> <p>6.2.2 Table of Contents, including page numbers of each major proposal sub-section</p> <p>6.2.3 Executive Summary, include a brief description of the services the Provider is proposing to offer, together with corresponding statements that demonstrates the provider's understanding and acceptance of the provisions contained in this RFP, and the provider's experience and familiarity with the State of North Carolina Statutes, Administrative Code, and OEMS rules associated with providing Emergency Medical Services within Camden County and the State of North Carolina.</p> <p>6.2.4 Scope of Work, knowing the minimum EMS system performance requirements (section 5.6.1) and having reviewed the requirements discussed in this RFP, provide a description of the EMS system of services you propose to provide to Camden County.</p> <p style="text-align: right;">27 Page</p>	<p>Minimally, the narrative should address at least the following:</p> <p>6.2.4.1 The number and position title(s) of the personnel that would staff the Service Provider's Camden County base facilities and be available on a day-to-day basis, to oversee and support EMS operations, address shift assignments, office management, billing, etc. as well as being available to address any questions that may arise regarding incident management, incident response, billing, clinical care provided, etc.</p> <p>6.2.4.2 The number of personnel you anticipate will be assigned to the County.</p> <p>6.2.4.3 The level of certification of the personnel that you expect to assign to the County.</p> <p>6.2.4.4 How the Service Provider will seek to assure that the response and the response time requirements stipulated in this RFP will be met.</p> <p>6.2.4.5 Incorporating your response to 6.2.4.2-6.2.4.4, describe your initial coverage plan and how the equipment and personnel would be deployed along with any logistical issues you might anticipate confronting; as well, your protocol for requesting coverage plan modifications.</p> <p>6.2.4.6 Describe your operating procedures with regards to the creation, documentation and maintenance of records, i.e. incidents dispatched, call records, response times, on scene times, miles driven, and billings, rate of collections for services billed, and operations and administrative data.</p> <p>6.2.4.7 Identify the type of reports and information you would expect to provide the County on a regular basis and indicate whether they would be furnished weekly, monthly, quarterly, etc.</p> <p>6.2.4.8 Describe how your service will interface with the Pasquotank-Camden-Elizabeth City Central Communication Center.</p> <p>6.2.4.9 Describe your internal methods of evaluation and on-going quality assurance practices as they relate to the requirements addressed in this RFP.</p> <p>6.2.4.10 Describe the extent to which you will furnish standby coverage at emergency situations involving possible danger to law enforcement and fire department personnel and/or the public at large.</p> <p>6.2.4.11 Describe how and the extent to which you would expect to be available to provide standby coverage at public/community events, school sporting events, etc.</p> <p>6.2.4.12 Describe how you will handle any service inquiries and/or complaints from the community.</p> <p style="text-align: right;">28 Page</p>
<p>6.2.4.13 Describe how you will function in your relationship with the Medical Director.</p> <p>6.3 Background Information</p> <p>The service provider shall provide the following general background information:</p> <p>6.3.1 Name, address, telephone number, fax number and website address of the firm.</p> <p>6.3.2 Is the company under whose name this proposal is being presented a single individually owned company, a subsidiary of a larger company or organization, or actually an arm of another company "doing business as" the named company submitting this proposal?</p> <p>6.3.3 Any previous firm names or d/b/a's under which the Service Provider has provided services.</p> <p>6.3.4 Form of the business entity, i.e., corporation, partnership, etc.</p> <p>6.3.5 The names of Principal Officers of the firm, position/title, and office location.</p> <p>6.3.6 State of Incorporation.</p> <p>6.3.7 The locations and telephone numbers of the major offices or other facilities that may relate to the Service Provider's performance under the terms of this RFP.</p> <p>6.3.8 Whether the Service Provider is currently registered to do business in North Carolina.</p> <p>6.4 Experience & Personnel</p> <p>Identify and provide:</p> <p>6.4.1 Number of years the Service Provider has been in business.</p> <p>6.4.2 Number of years of experience with providing the types of services sought by this RFP.</p> <p>6.4.3 Describe the level of technical experience the Service Provider intends to offer in providing the types of services sought by this RFP.</p> <p>6.4.4 Letters of reference from, or name, title, telephone and e-mail address of, no less than three (3) current or previous clients knowledgeable of the Service Provider's current/past performance in providing services similar to those described in this RFP.</p> <p style="text-align: right;">29 Page</p>	<p>6.4.5 Provide the names, credentials and experience of the key personnel, including the site manager, who will be assigned to this contract.</p> <p>6.5 Financials</p> <p>Include the following:</p> <p>6.5.1 The Name, title/position and contact information of three (3) financial references.</p> <p>6.5.2 A copy of the most recent and complete audited and certified financial statement of the corporation.</p> <p>6.6 History</p> <p>6.6.1 During the last five (5) years, has the Service Provider had a contract for services terminated for any reason? If so, please provide details related to the termination.</p> <p>6.6.2 During the past five (5) years, has the Service Provider been involved in any litigation or legal dispute regarding the services it provides or its performance in doing so? If so, please explain.</p> <p>6.6.3 During the past five (5) years, has the service provider declared or filed for bankruptcy?</p> <p>6.7 Cost Proposal</p> <p>Based on the information provided in this RFP provide a cost proposal to provide the level of services addressed in this RFP, for the first full year of operation.</p> <p>6.7.1 With regards to billing for services provided, identify the Service Provider's current rate schedule for the following:</p> <ol style="list-style-type: none"> 1) ALS Transports 2) BLS Transports 3) Emergency Response- No Transport 4) Mileage Rates 5) Stand By and/or other Services <p>6.7.2 If you have experienced or use additional or different categories for the billing of services than those that are listed, please elaborate and include the current rates that apply.</p> <p>6.7.3 Please attach a schedule of the Service Provider's employee compensation and benefits, by position classification.</p> <p style="text-align: right;">30 Page</p>
<p>6.8 Additional Considerations</p> <p>The RFP did not address convalescent or non-emergency ambulance transports as a designated responsibility of the prospective Service Provider. If this is an area of interest to the Service Provider, i.e. the opportunity to earn additional revenue, please don't hesitate to offer your comments and incorporate this element in the Technical Proposal.</p> <p>Section 7. Appendix</p> <p>7.1 County EMS and Ambulance Franchise Ordinance (Existing)</p> <p>7.2 Proposed County EMS and Ambulance Franchise Ordinance</p> <p>7.3 Listing of Current Volunteer Fire Department Stations</p> <p style="text-align: center;">31 Page</p>	

Commissioner's Report

Vice Chairman Michael McLain mentioned the following items of interest:

- Cathy Davison is the new Director of Albemarle Commission
- SPCA building a new animal shelter on Pitts Chapel Road
- Rabies Clinic in Camden
- US 158 competition date July 3, 2015
- Gumberry Road should be finished in the next two weeks

County Manager's Report

County Manager Michael Renshaw had the following items to report:

- Camden Historical Museum / Board of Elections should be ready for a final walk through within the week.
- "Camden County" by Ann Jennings will be available by purchase September 15th

Information from Board and Staff

The following items were provided to the Board for their information, and a copy of these items is maintained in the Clerk's office.

- A. Facilities Fee – Annual Report
- B. Register of Deeds – July 2014
- C. Finance Report
- D. Library's Monthly Report – Aug 2014
- E. Sheriff's Monthly July – 2014
- F. Brunswick County – Resolution on Resettling of Illegal Immigrants Including Unaccompanied Minors
- G. NC Rural Infrastructure Authority Grants
- H. ECBH Finance Committee

Meeting Adjourned

At 7:50 PM, Garry Meiggs asked if there were any other matters to come before the Board of Commissioners, hearing none, and by acclamation the meeting was adjourned.

Garry W. Meiggs

Garry Meiggs
Camden County Board of Commissioners

ATTEST:

Angela L. Wooten

Angela L. Wooten
Clerk to the Board

