## Camden County Board of Commissioners Emergency Meeting November 28, 2023; 4:00 PM Camden Public Library Boardroom 118 Hwy 343 North

## Minutes

A duly noticed Emergency Meeting of the Camden County Board of Commissioners was held at 4:00 PM on November 28, 2023 in boardroom of the Camden Public Library in Camden, North Carolina. The purpose of the meeting was to consider a contract to purchase three ambulances that are immediately available to the County for purchase in the amount of \$886,581.00 (\$285,527.00 each). The nature of the manufacturing industry is such that these ambulances will likely not be available if the Board were to wait to discuss them at a special called meeting or at the regular December meeting. The waiting period for new equipment could be up to 18 months if the ready to purchase equipment contract is not obtained. This would delay the start of the new EMS program well into 2025.

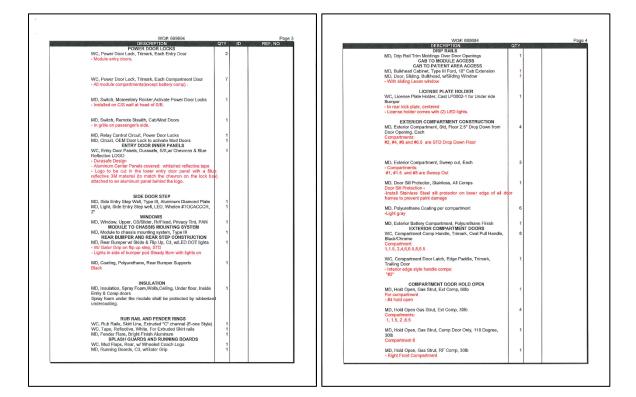
The meeting was called to order by Chair Tiffney White at 4:00 PM. Also Present: Vice Chair Ross Munro and Commissioners Randy Krainiak, Sissy Aydlett and Troy Leary.

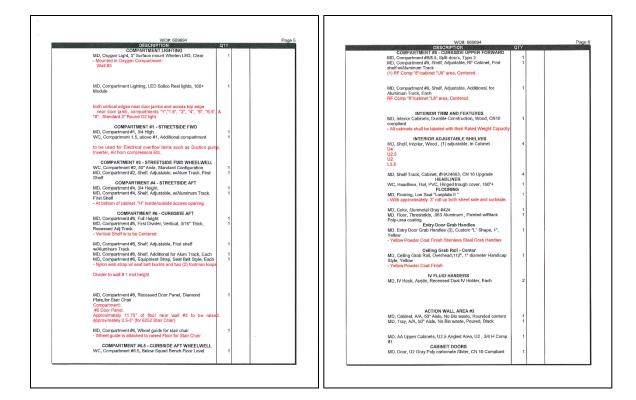
Administration Staff Present: County Manager Erin Burke and Clerk to the Board Karen Davis. Also Present: South Mills Volunteer Fire Department Chief Tommy Banks.

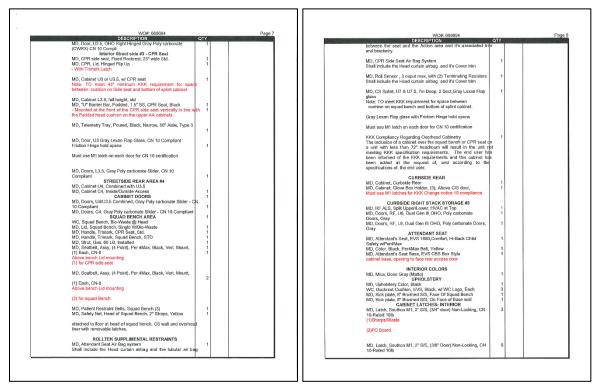
County Manager Burke presented the following proposal from Atlantic Emergency Solutions (AES) in regard to the availability of three new ambulances for immediate purchase and requested that the Board authorize staff to proceed with the contract.

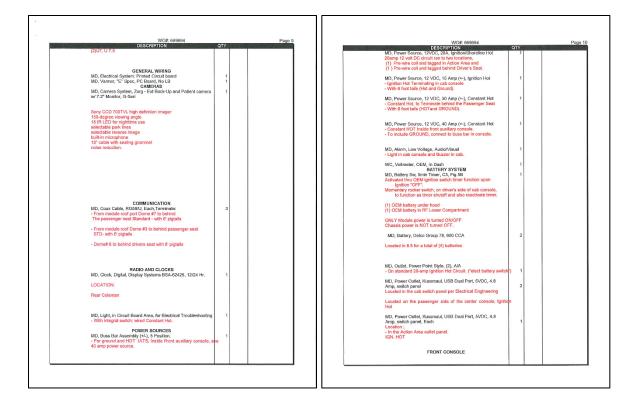


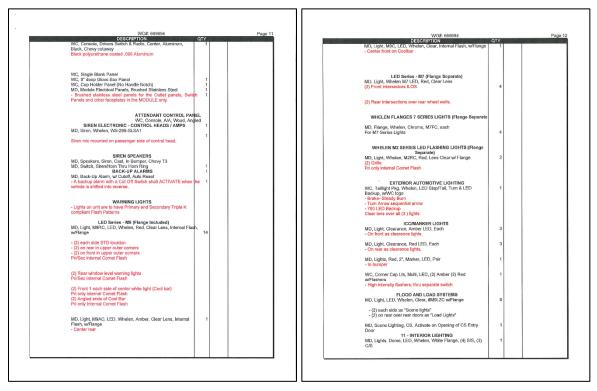
QUOTATION		WO#: 659694 DESCRIPTION QTY	
QUUTATION		Milrors, OEM WHEEL COVERS 1 MUD, Wheel Covers, Phoenic, Chevrolet Cut-Away, Installed 1 - Vith AH Max Valve Exclanders	
heeled Coach		BASE CONVERSION MD, Conversion, Type III, 170 Module, Chevrolet 23 1	
Order No: 669694 WO#: 669694 DESCRIPTION	Page 1	CAB Extension         1           MD, 10° Cab Extension         1           MOULL #00163:         1           MD, 100° Cab Extension         1           Cab Extension         1	
INFORMATION		MD, Body Width 95" Standard 1 MD, Aisle Space, 50", Type 3 1 (49-50" actual)	
WARRANTY WC, Warranty, Conversion, 12 Month WC, Warranty, Parint, 80 month Hvranted WC, Warranty, Structural, 20 Years, Mode WC, Warranty, Craitmed Construction WC, No. Warranty, Craitmed Construction WC, W		STRUCTURAL FRAMING - RPP MD, Type 3, General Boly Construction Spec 1 MD, Type 3, Vehicle Body Structure Spec 1 UNDERCOATINGTON EXTENSION NOULLE CONSTRUCTION MD, Stance Euror, Forni, Dismond Frank, Type 3, Standard 1 Hogit FULL, FILLS & SPLASH PLATE MD, Housing Full FL, Cast Alaminour, Type II MD, Fuel FIII Splash Plate, Stainless, 10n Wide 1	
- All cabinets shall be labeled as to their capacity Rating. 01- CHASSIS REQUIREMENTS		REAR KICKPLATE WC, Rear Kick plate, Luhder-Rief Bumger, wir Tag recess, No lights SUB-FLOOR SYSTEM MD, Floring, 34* Marrie Grade Physood, Type 3/7/8 1	
GM CHASSIS WC, 2023 Chewroled, 4960, 6,6 L Gas Cutaway, 159" WB 2023-1 Auto throttle OEM Alternators OEM Rear Sway Bar OEM	1	MD, Module Access, CS Door standard location MODULE DOORS, HANDLES & HOLD OPENS VC, Durasem Hinged Doors with Hidden Jambs • Magnetic door switches: 1	
ALTERNATORS MD, Alternator, Chowneld G3900,4600, Nations 270 Amp-Required SUSPENSION MD, Front Suspension Upgrade, Timbern, GMFK1SWCA, 6400 Rear Suspension, CMK Springa	1	MD, Hold Open Rear Entry Deors, (2) 5.5" Cast Grabber 1	
HIGH IDLE MD, High Idle Controls, Chevrolet, T1 & T3 - To automatically activate when park brake	1	MD, Hold Open - Gas Strut, Curb Side Entry Door, 35# 1	
is set and Master Switch is ON. MD, High Idle Controls,OEM Switch in Steering Wheel, Chevrolet Cutaway FRONT END ALIGNMENT	1	W0, Patient Entry Door Handles, Trimark Black/Chrome Pull 1 Handle w/SafePass <sup>+</sup> - With Round Push button Emergency release TOP and BOTTOM of Insterior door panels.	
Front End Alignment, None- QC Check -Standard OUTSIDE REAR VIEW MIRRORS	1	WC, Rear Entry Door Trailing Latch, Side release Paddle 1 MD, Electrical Feed to Required Doors, Spring Protector (per 9 Door)	

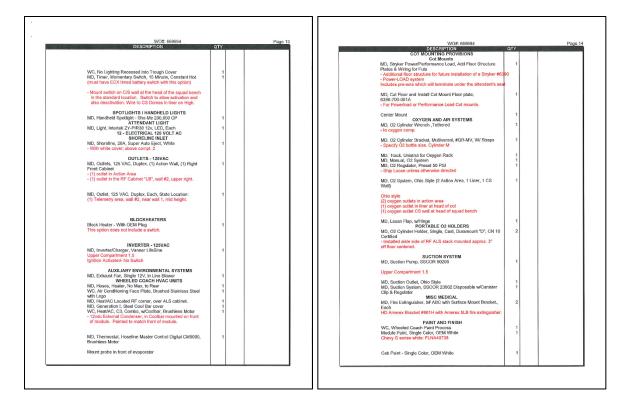


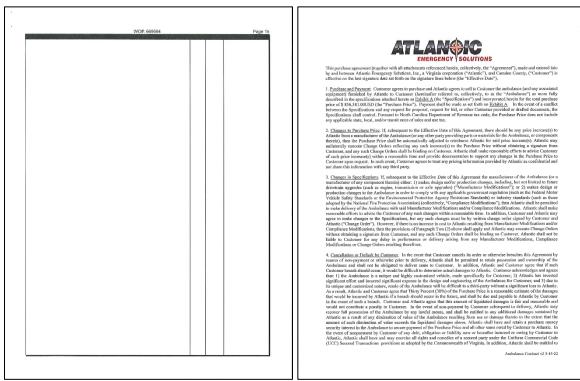












recovery from Customer all of Atlantic's rensonable attorneys' fees and all costs of collection resulting from non-payment or		
other non-performance hereunder by Customer.	terrorism, insurrections, strikes, riots, fites, harricanes, storms, floods, eardhquakes, other acts of rature, acto of Gud, explosions, necidents or mechanical breakdown, nets of aubotage or vandalism, may acts of government authority, dolays or failures in transportation, inability to obtain necessary labor or supplies, inability to utilize manufacturing facilities, regulations or oders	
5. Delivery, Linguesian and Acceptance. (a) Delivery. It is estimated that the Anthularce shall be ready for delivery FO.B. Greewilk, K.V. width: 90 days from the order of denius subject to delays cancel by the Chatance delays cancel by Chatage Order(c) or delays provided for in Panagraphs Three (3) above and/or Eleven (11) below. The stated delivery date is an estimate orbit and is a grantered. Althurs is shall advise Chatagene when the Anthularce is ready for delivery. (b) Ingredian, and a stated delivery date is a stated delivery of the stated delivery of the provided in the stated delivery of the stated delivery of the provided in the stated delivery of the stated delivery delivery of the stated delivery	affecting materials, equipment, facilities or completed products, failure to obtain any required license or corrificates, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cossition, slowdown, or interruption of work.	
only and its not guaranteed. Atlantic shall advise Customer when the Ambulance is ready for delivery. (b) <u>Impercision</u> and <u>Acceptance</u> . Upon delivery, Customer shall have fifteen (15) days within which to inspect the Ambulance for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer	12. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Ambukanos	
shall furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance ("Notice of Defect") within said fifteen (15) day period. If the Ambulance is not in substantial and material conformance with the Specifications, any	covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than one Ambulance is covered by this Agreement, then the MSO for each individual Aubulance shall remain in the possession of Atlantic until the Purchase Price for that Ambulance has been paid in full.	
material and substantial defects shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within fiftern (15) days of Delivery, the Ambulance shall be deemed to be in conformance with the Specifications and fully accepted by Customere.	<ol> <li>Assignment. Customer may not assign its rights and obligations under this Agreement unless it has obtained the prior written approval of Atlantic.</li> </ol>	
6. Notice: Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other eddress as either party may substitute by written notice to the other in the manner contemplated herein, by one of	approvat of Ataunic. 14. <u>Severability</u> . If any provision, or part hereof, of this Agreement shall be delated invalid by judicial determinution or legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent	
to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally-recognized commercial overnight courier.	legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.	
Atlantic Emergency Solutions, Inc. Customer Director of Order Management Camber County	15. <u>Governing Law, Jurisdiction</u> . Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonweith of Virginia. Allantic and Customer further agree that the York County Circuit Court located in the Commonweith of Virginia salls be the exolutive venue in the sevent of any linguistic relation to this Agreement.	
12351 Randolph Ridge Lane Manastas, Virginia 20109 1111 NC hwy 343	and/or the Ambalance.	
Camden NC 27921	16. Entire Agreement and Amendments. This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Ambulance, and supersades any pilor understanding or written or cell agreements between the parties relating to the Ambulance. No amendment, modification or alteriation of the terms between fully unless the same is executed in	
7. Warranty. Any applicable warranty or warranties are attached hereto as Exhibit B (collectively, the "Warranty") and made a	writing, dated subsequent to the date hereof and duly executed by Atlantic and Customer.	
part hereof. Any additional warranties must be expressly approved in writing by Atlantic,	17. Waiyer, The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly achowed/each in writing by an authorized representative of the waiving party.	
8. Disclaimer of Additional Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH SEVEN (7) ABOVE AND EXTIBILT TO THIS AGREEMENT, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, ADDIT LATES, STIDENIADES, LICENSOR, OR STIDENIAGE THEOR PRESENTING ORDERING CONCERNS.	18. Captions: Counterparts. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience	
AND DEXIMINE IN TO THIS AGREGADATIL A LIANTIC (AS WELL AS ITS SUPPLIERS), THER PARENT COMPANIES, APFULATIS, SUBSIDAIRUS, LUCENSORS OS SUPPLIERS, THER RESPECTIVE OFFICIES, DIRECTORS, BMPLOYTES, SHARHOLDERS, MEMBERS, MANGELS, AGLINTS AND REPRESENTATIVES MAKE NO WARRANTES, WITTEN OR OKAL, ESPERSSOR OR MPLERD, THERE IN FACT OR UN OPERALIZATION OF LAW, UY	and are not intended to define, limit, construe or describe the acope or intent of any pangraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and this same Agreement.	
STATUTE OR OTHERWISE, FURTHERWORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTARILITY, IMPLIED WARRANTY AGAINST INFERIGEMENT, AND IMPLIED	Accepted and agreed to by:	
WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.	ATLANTIC EMERGENCY SOLUTIONS, INC. CUSTOMER:	
PROMUTIONAL MATERIALS JOINTI CONSTITUTE WARRANTIES. 9. Incensions of Incidential and Consequential Damages, IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BF. LIABLE TO USIDMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER	Signature:Signature:	
(INCLUDING, BUT NOT LIMITED TO LOSS OF USE, LOSS OF BUSINESS OPPORTUNITY AND/OR LOST PROFITS)	Name:Name:	
AS A RESULT OF ANY INFLACTIOF THIS AGRIEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, INFLACTI OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, TORT OR OTHERWISE.	Title:	
<ol> <li>Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless Atlantic and all of its officers, directors, employees, representatives, dealers, agents and subcontractors, from and against any and all claims, costs.</li> </ol>		
officer, directors, croptoyces, representatives, dealers, agents and subcontrantors, from and against any and all claims; costs, judgments, liabilities, losses, damages, attorneys' fees and expenses of any kind or nature whatsocure (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring, directly or indirectly, in		
connection with Customer's purchase, operation, ownership, installation or use of any items (including, without limitation, the Anthulance) sold or supplied by Atlantic, except only to the extent solely caused by the gross negligence of Atlantic.		
11. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of any delays in performance or failure to perform due to causes which are beyond Atlantic's control, including but not limited to, wars (declared or not),		
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EXHIBIT A		
SPECIFICATIONS AND	EXHIBIT B	
PURCITASE DFTAIL FORM Atlantic Emergency Solutions, Inc. Director of Ovder Management	WARRANTY	
12351 Randolph Ridge Lane Manassas, Virginia 20109	(A complete copy of any and all applicable warranties is attached	
Fax (703) 257-2572	hereto and incorporated herein by this reference.)	
Date: 11-28-2023	STANDARD WHEELED COACH WARRANTY	
Customer Name: Camden County		
Quantity         Chassis Type         Body Type         Price per Unit           3         Chevy G4500         Wheeled coach         \$285,527.00		
3           \$           \$           \$           \$		
<u> </u>		
Payment Terms:COD		
[Insert any trade-in or applicable discounts here.]		
Other Terms: includes install of customer supplied stretcher mount and graphics		
Specifications: A complete copy of the applicable Specifications is attached hereto and incorporated herein by this reference.		
Training Requirements:		
If any portion of the Purchase Price is to be made subsequent to delivery of the Ambulance to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing		
at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Ambolance sold by Atlantic to Customer shall be added to the Parchase Price and paid		
by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be		
subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under applicable law, then the maximum lesser percentage amount which is permitted by law.		
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A grant in the amount of \$900,000 was received from the State this year for the purchase of new vehicles and equipment for EMS. Any expense incurred after July 1, 2023 is an eligible expense for those grant funds and the County will be reimbursed from the State for the purchase.

Manager Burke noted that the proposal includes a small-quantity discount, a savings of \$9,000-\$11,000. In conversations with Currituck County, it was recommended that the stretcher not be ordered through this company, as they can be purchased at a lower rate directly through Stryker, the system manufacturer. Currituck County will be going to a lease model for the purchase of the stretcher systems, as the equipment expires. The stretcher systems can be ordered by the County separately, have them shipped to AES and AES is qualified to install the systems into

the ambulances which will retain the manufacturer's warranty. The current AES proposal does not include the stretcher systems.

Commissioner Krainiak inquired as to the radios and other equipment that will have to be installed in addition to the purchase of the ambulances and stretcher systems. Manager Burke confirmed that the proposal is only for the purchase of the truck and box.

Chief Banks confirmed that it will be less expensive to lease the stretcher systems and order them from the manufacturer. He suggested that the County reach out to organizations and agencies that may be willing to donate some of the required equipment.

Vice Chair Munro inquired as to the agreement from Fire Chiefs Banks and Jennings to store the ambulances in their respective stations.

Manager Burke stated that the conversation at this point is that the existing spaces that we have will be used to store ambulances and that those spaces will be where EMS personnel operate out of on a regular basis. In order to go to 24-hour service, Pasquotank County would have required the County to build separate facilities to house their ambulances. The system in Camden County will be operated in conjunction with the Fire Departments, and both fire chiefs are in agreement. The official contract end date with Pasquotank County is June 30, 2024. The County Manager in Pasquotank County has agreed that the current contract may be extended, knowing that Camden is working towards an end goal of having its own EMS. A six-month notice to Pasquotank has been requested before Camden ends the contract.

Manager Burke added that the search for an EMS Director is now down to the last two candidates. She anticipates an offer to one of the candidates in the next few weeks.

Vice Chair Munro offered a motion to move forward with the purchase of the EMS vehicles as presented. The motion passed unanimously with all five commissioners voting aye and no commissioner voting no.

Commissioner Aydlett offered a motion to adjourn. The motion passed unanimously with all five commissioners voting aye and no commissioner voting no.

There being no further matters for discussion Chair White adjourned the meeting at 4:11 PM.