



REQUEST FOR BOARD ACTION

ITEM NO. 6.

DATE OF MEETING: February 6, 2012

REQUESTED BY: Amber Parker, Interim County Manager

SHORT TITLE: Resolution to Award Contract with and Purchase Order to Debnam Services, Inc. for Transportation and Medical Examiner Services in an Amount Not to Exceed \$18,750

BACKGROUND: Debnam Services, Inc. of Burgaw was selected at the January 3, 2012 Board meeting to provide transportation and medical examiner services for Pender County. The current contract with Wilmington Mortuary Services will terminate on April 2, 2012 after the required 90 days termination notice. A new contract with Debnam Services, Inc. has been prepared, and is anticipated to begin effective April 3, 2012. A copy of the proposed contract is attached. The contract runs from fiscal year to fiscal year unless terminated in accordance with the provisions set forth in the agreement. A purchase order to Debnam Services, Inc. is required to cover the services through the end of this fiscal year, anticipated not to exceed \$18,750.

SPECIFIC ACTION REQUESTED: To adopt a resolution awarding a contract with and purchase order to Debnam Services, Inc. for transportation and medical examiner services in Pender County in an amount not to exceed \$18,750.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

AMP
Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

the Board hereby awards a contract with and purchase order to Debnam Services, Inc. for transportation and medical examiner services in Pender County in an amount not to exceed \$18,750. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Brown ___ Tate ___ Rivenbark ___ Ward ___ Williams ___

George R. Brown, Chairman

Date

ATTEST

Date

NORTH CAROLINA)

COUNTY OF PENDER)

THIS AGREEMENT, made and entered this ____ day of January, 2012, by and between **PENDER COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County," and **DEBNAM SERVICES, INC.**, a for-profit (corporation or firm) organized under the laws of the State of North Carolina, having its principal office in Pender County, North Carolina, hereinafter referred to as "Company";

WITNESSETH:

WHEREAS, Company has agreed to furnish transportation services for deceased persons in Pender County as required and described in the Standard Written Agreement for Transportation of Dead Human Bodies Service Agreement issued by the Office of the Chief Medical Examiner in North Carolina and attached hereto as Exhibit A for reference, and being subject to any amendments thereto; and

WHEREAS, County agrees to pay for the above-described and further described services not otherwise paid for by the State; and

WHEREAS, G.S. §153A-149(c) authorizes the County to provide for Medical Examiner and transportation services; and

WHEREAS, Company has been selected as the single provider of these transportation and Medical Examiners' services;

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated herein, the parties do hereby covenant and agree as follows:

I. Services

County shall pay for services for the provision of medical examinations and transportation of deceased persons in Pender County not otherwise paid for by the State. Company shall provide above and further-described services within all of Pender County.

Company will respond to all calls for service within one (1) hour of being contacted by being on the scene to effectuate a transport on a 24 hour seven (7) day per week on-call as needed schedule.

Company will be the sole contractor for the transportation of deceased persons requiring some form of medical examinations' services.

Company will transport and deliver said deceased persons either directly to Jacksonville for autopsy or to a local hospital to be examined by the county's medical examiner or another qualified physician.

Company will coordinate with Pender County to assure the provision of storage all said deceased persons, when necessary, for medical examiner or other purposes as required under G.S.130A.381.

Company will provide proof of insurance coverage as part of this contract pursuant to the "Standard Written Agreement" issued through the Office of the Chief Medical Examiner.

The County shall operate a communication system sufficient to alert Company and other agencies of the need to transport deceased persons in Pender County for medical examination prior to transporting any deceased person in Pender County. Company shall communicate and coordinate with the Pender County Sheriff's Office and/or Pender Volunteer EMS and Rescue Inc. and/or Pender Memorial Hospital and/or any other agency or person involved in the handling of deceased persons in Pender County.

The service area for this contract is defined as all of Pender County.

II. Term of Agreement

The term of this agreement shall be from April 3, 2012 through June 30, 2012, provided, however, that in the event no replacement contract is executed on or before June 30, 2012, this contract shall be extended for a period of one year on each anniversary date of the contract under the same terms and conditions unless it is canceled by written notice mailed to the other party ninety (90) days prior to termination.

III. Fee Schedule

County will pay for transportation and medical examiner services according to the following items and rates not otherwise paid or handled by the State:

<u>Item</u>	<u>Rate</u>	<u>Paid To</u>
Transport:Non-ME Cases	\$90 plus \$1/mile over 40 miles	Company
Body Bag	\$45 – Lightweight \$95 – Heavy Duty	Company
Medical Examiner (if deceased is County resident)	\$100	State
Autopsy (if deceased is County resident)	\$1,000	State

Note: State pays vendor directly for transports of ME cases. State generates invoices directly to County for medical examiner fee and autopsy fee if deceased is a County resident)

IV. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement without cause by giving the other party ninety (90) days written notice of termination. In the event of termination, Company shall only be entitled to payment for work performed up to the time that the contract was in effect.

If Company fails to conform to any of the terms and conditions of this agreement, the County shall notify Company in writing of the breach. Upon receipt of such notification of breach, Company shall have thirty (30) days within which to correct such breach, during which period the County shall take no further action. If such breach is not corrected within that time period, the County may, at its option, withhold funds not yet paid to Company or terminate the agreement immediately. County also may suspend this agreement immediately and arrange for temporary services to the citizens if the County Manager determines, after consultation with the Office of the Chief Medical Examiner if possible, that the public health and safety are in imminent danger as a result of the failure or inability of Company to provide the services set forth herein. Company shall notify the County if its contract with the State Medical Examiner is terminated for any reason, and such termination will justify immediate termination or suspension of the contract.

V. Independent Contractor

Company understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent contractor. Neither Company, nor its employees, members or personnel shall be deemed or construed to be employees of Pender County. Company shall remain in complete operational control of its

vehicles, program, volunteers, assistants and employees. Company shall be responsible for any on the job injuries to its agents, volunteers, or employees. Company shall control the hours, manner, and methods of fulfilling its obligations under this agreement by their volunteers, employees and all other persons acting in their behalf. Company shall maintain insurance coverage covering their activities, as contained in the "Standard Written Agreement" prepared by the State Chief Medical Examiner, and a copy of the Declarations page shall be supplied to the County as part of this contract and annually kept in force.

VI. Notification of Changes in Program and/or Personnel

Company shall immediately notify the County Manager in writing of any significant change in Company programs, personnel, or level of care provided.

VII. Compliance with Applicable Laws

Company agrees that in carrying out activities of any kind funded with monies available under this agreement, it shall comply with all state and federal laws and regulations governing the provision of their services, including without limitation the Standard Written Agreement prepared by the State Chief Medical Examiner.

VIII. Indemnity Agreement

Company shall indemnify and save harmless Pender County from any and all liability and expenses, including attorneys' fees, court costs, and other costs incurred by Pender County as a result of the negligence of Company, its agents and employees.

IX. Entire Agreement

This Agreement, with attachments, constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

X. Assignment of this Agreement

The parties agree that this agreement is not transferable or assignable by either party without the express written consent of the other party.

XI. Non-Waiver of Rights

It is agreed that County's failure to insist upon the strict performance of any provisions of this agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the day and year first above written.

PENDER COUNTY

County Manager

CORPORATE SEAL

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

Ada Ammons, Deputy Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, _____, a Notary Public of the State and County aforesaid, certify that Rick Benton personally appeared before me this day and acknowledged that he is County Manager of Pender County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name and sealed with its official seal by him

WITNESS my hand and official seal, this _____ day of _____, _____.

Notary Public My Commission Expires: _____

COMPANY NAME

President

ATTEST:

CORPORATE SEAL

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, _____, a Notary Public of the State and County aforesaid, certify that _____ personally appeared before me this day and acknowledged that he is _____ of _____, and that by authority duly given, the foregoing instrument was signed in its name and sealed with its official seal by him.

WITNESS my hand and official seal, this _____ day of _____, _____.

Notary Public My Commission Expires: _____