

REQUEST FOR BOARD ACTION

HENDERSON COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: 5 July 2005

SUBJECT: Proposed Franchise Agreements for Emergency Medical Services:
Henderson County Rescue Squad, Inc.
Gerton Volunteer Fire Department and Rescue, Inc.
Mills River Volunteer Fire and Rescue Department, Inc.

ATTACHMENT(S): Proposed franchise agreements
Chapter 87 of the Henderson County Code

SUMMARY OF REQUEST:

Henderson County Rescue Squad, Inc., Gerton Volunteer Fire Department and Rescue, Inc., and Mills River Volunteer Fire and Rescue Department, Inc. (together, "the Applicants"), have applied for franchises under the Henderson County Emergency Medical Services Ordinance, Chapter 87 of the Henderson County Code.

Pursuant to Henderson County Code §87-4(C), the applicant must be given an opportunity to be heard by the Board of Commissioners on the applications. This is also the Board's opportunity to ask the applicant any questions concerning the application and proposed services to be offered by the applicant.

The franchises proposed to be granted would be more limited in scope than a normal franchise under the EMS Ordinance. Each of these three applicants possess capabilities in terms of rough (or no) roads, and would transport injured or sick persons in emergencies from difficult to reach locations to a place where Henderson County EMS could continue the transport to a medical facility. (§87-2C.(1) of the EMS Ordinance seems to not require this ("*No franchise shall be required for: (1) Any entity rendering assistance to a franchised ambulance service in the case of . . . emergency for which the services franchised by the County of Henderson are insufficient or with which the services franchised by the County of Henderson are unable to cope . . .*"), but in the interest of caution these applicants have sought a franchise from the County to clarify the lawful nature of their actions.

To be effective, an ordinance granting a franchise must be approved at two regular meetings of the Board of Commissioners. Therefore, if approved today by the Board, the ordinance granting a renewal of its franchise to the applicant will be placed on the Board's agenda for the second time for final approval at the July 20, 2005 regular meeting. In order to approve a franchise under §87-4D of the ordinance, the Board must find all of the following:

- (1) The public convenience and necessity require the proposed ambulance service.
- (2) Each such ambulance of the applicant, his required equipment and the premises designated in the application have been certified by the county and the State of North Carolina.
- (3) Only duly licensed ambulance attendants and emergency medical technicians are employed in such capacities.

After initial approval, under your ordinance "the county shall cause such investigation as it may deem necessary to be made of the applicant and his proposed operations".

COUNTY MANAGER RECOMMENDATION/BOARD ACTION REQUESTED:

Emergency Medical Services Director, Terry Layne, is responsible for administering the Ambulance Ordinance, and will be available to answer any of the Board's questions as well.

If the Board is so inclined after hearing the evidence, the following motion is suggested:

I move that the Board find as fact all the matters required by Section 87-4D of the Henderson County Code, and further move that the Board provisionally grant the franchise applications, subject to further information discovered by County staff after appropriate investigation, and that this matter come back before this Board on July 20, 2005.

Henderson County Rescue Squad, Inc.

Proposed Franchise and Supporting Documents

**GRANT OF FRANCHISE TO HENDERSON COUNTY RESCUE SQUAD, INC., GRANTEE,
TO OPERATE A MUTUAL-AID EMERGENCY TRANSPORT SERVICE
IN HENDERSON COUNTY**

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HENDERSON COUNTY,
NORTH CAROLINA AS FOLLOWS:

Section 1. FINDINGS OF THE BOARD:

The Board of Commissioners finds that the public convenience and necessity require that Mutual-Aid Emergency Transport Services be available in Henderson County, in addition to those services currently being provided by Henderson County Emergency Medical Services. In addition, the Board finds that, as explained below, each ambulance, the premises, and all equipment has been inspected and certified by the County and the State of North Carolina, and that only North Carolina Office of Emergency Medical Service credentialed emergency medical personnel will be providing the mutual-aid emergency care and transport service.

Section 2. GRANT AND TERM:

Subject to the terms and conditions of Chapter 87 of the Henderson County Code entitled "Emergency Medical Services" (hereinafter referred to as "Chapter 87"), adopted on the 19th day of January, 1983, as amended, and the other terms and conditions of this Grant of Franchise, the HENDERSON COUNTY RESCUE SQUAD, INC., hereinafter "Grantee", is hereby granted for the period from the date hereof until and through 30 June, 2010, the non-exclusive right, privilege, and franchise to operate a Mutual-Aid Emergency Transport Service in the unincorporated and incorporated areas of Henderson County, subject to the provisions contained herein and in Chapter 87.

Section 3. OPERATION OF THE MUTUAL-AID EMERGENCY TRANSPORT SERVICE:

Grantee agrees to operate a Mutual-Aid Emergency Transport Service in the unincorporated and incorporated areas of Henderson County in accordance with Chapter 87 and the following terms and conditions:

- a. Location. The base of operation of the Mutual-Aid Emergency Transport Service shall be located in the facilities already approved as stated below, located at 322 Williams Street, Hendersonville, NC 28792. Grantee shall be required to secure prior approval of the County before relocating the base of operation to another site. Such approval by the County shall be conditioned upon a site inspection and approval by the Director of the Henderson County Emergency Medical Services, hereinafter "EMS Director", and the State of North Carolina Office of Emergency Medical Services, hereinafter "NCOEMS" in accordance with Chapter 87.
- b. Ownership. The Grantee is owned and operated solely by Henderson County Rescue Squad, Inc. As provided in Chapter 87, Grantee may not transfer ownership or control of more than ten (10) percent to any other person or group of persons without the prior approval of the County. A transfer of the entire ownership or control of Grantee shall terminate this franchise. In addition, Grantee may not sell, assign, mortgage, or otherwise transfer any interest in the franchise without the County's prior approval. Grantee shall therefore notify the EMS Director at least sixty (60) days in advance of any requested date of approval of a change of ownership or control in the franchise or the franchised operation. It shall be the responsibility of the EMS Director to bring any such requests for

approval to the Henderson County Board of Commissioners. Review of any such requests by the Henderson County Board of Commissioners shall be in accordance with the terms of Chapter 87.

- c. Personnel. Grantee has provided the EMS Director with the resumes of the personnel to be used in providing the Mutual-Aid Emergency Transport Service. Those persons include Jimmy Brissie, Jimmy Stepp, Rhonda Brissie, Nathan Holt, Scott Surrette, Scott R. Justus, Michael L. Edney, Kathy Morgan, Clay Brulport, Dwayne Durham, Bill R. Smith, Lora Kerr, Chris Estes, MD., Bill Seals, John M. Shepherd, Jennifer L. Amato, Hollie R. Ball, Julie Brezillac, Brett Corn, Mike Crosby, David Dalton, Arnold Heaton, Jenny Gray, Nancy E. LaGasse, Bobby G. Miley, Becky L. Myers, Jonny Neamand, Jerry F. Pace, Mark Shepherd, Joseph A. Stefan, Pat Stefan, Tracie D. Steward, Scott Sutton, Don Sweezy, Sonja D. Thompson, Jared R. Walton, Bryan White, Ricky Brown, Wike Graham, Jeff Tweed, and Matthew Tweed. Prior to hiring any other personnel (excluding administrative personnel), Grantee shall submit the resumes, qualifications, and certifications to the EMS Director for his review and approval. Such review by the EMS Director shall be based solely upon the qualifications and certifications of said proposed personnel. Grantee shall be required to submit copies of all certifications and recertifications related to the provision of medical transportation services of all personnel within thirty (30) days of the date of such certification or recertification.
- d. Equipment and Ambulances. The Ambulances and Equipment of Grantee have been inspected and approved by the EMS Director and the NCOEMS. The ambulances approved consist of the following:

Number Permit	Year	Make/Model	Vehicle Identification Number	NCOEMS
Rescue 2	1988	Chevrolet	1GBJV33WXJ118077	01290
Rescue 11	2002	Ford	1FDSS34F3241A19533	03820
Rescue 14	1988	Ford	1FDKE30M3KHB00317	01293
Rescue 15	1984	Ford	1FDJS34L8EHB9662	01292

Grantee shall be required to submit like information on any new ambulances acquired for the provision of Mutual-Aid Emergency Transport Services to the EMS Director, and shall secure the approval of the EMS Director and the NCOEMS prior to putting any such ambulances into operation pursuant to the terms of this franchise. Grantee anticipates that each ambulance will be staffed with two (2) Emergency Medical Technicians, one of whom will operate the vehicle, and the other will provide care and comfort to the patient; however, under the terms of this franchise, the Grantee shall be allowed to staff each ambulance with one (1) certified ambulance attendant, as defined in the North Carolina General Statutes to drive the ambulance and one (1) Emergency Medical Technician to provide the care and comfort to the patient.

- e. Financial Statements. Grantee shall, not later than June 1, annually, provide the EMS Director with a financial statement (audit not required) of the previous business year of Grantee, whether it be on a calendar or fiscal year basis, and a copy of Grantee's Federal Income Tax Return with all Schedules and attachments included for the prior year. Such financial statements shall be subject to the review and approval of the Henderson County Finance Director who shall review such statements to assess the financial stability and

ability to provide the Mutual-Aid Emergency Transport Services governed under the terms of this franchise.

- f. Hours of Operation/Twenty-Four Hour Coverage/Response Times. Grantee shall operate the Mutual-Aid Emergency Transport Services on a regular basis, from 8:00 a.m. to 5:00 p.m., Monday through Friday, inclusive of holidays. In addition, Grantee shall provide twenty-four (24) hour coverage by maintaining one (1) ambulance to be staffed by two (2) Emergency Medical Technicians or one (1) Emergency Medical Technician and one (1) certified Ambulance Attendant to be available on call at all other times. The response times Monday through Saturday will be no more than fifteen (15) minutes from the scheduled appointment, twenty (20) minutes for unscheduled calls. On Sunday, response times will be less than thirty (30) minutes.
- g. FCC Licensing. Grantee shall maintain a radio station license issued by FCC and shall keep on file with the EMS Director a copy of the Grantee's current FCC license.
- h. Business Phone Numbers. Grantee has provided the following phone numbers to be used in the operation of the Mutual-Aid Emergency Transport Service:

Office	828-692-3487
Chief's contact	828-674-4464
Facsimile	828-692-1642

Grantee shall promptly notify the EMS Director of any additional or changed phone numbers to be utilized by Grantee in the operation of the Mutual-Aid Emergency Transport Service governed by this franchise. In addition, Grantee shall register the above listed phone numbers and all mobile numbers in the ambulances, and any additions or changes thereto, with the EMS Director and all law enforcement agencies and communication centers in Henderson County.

- i. Ambulance Call Report/Daily Inspection Checklists/Etc. Grantee has submitted forms to be used in the operation of the Mutual-Aid Emergency Transport Service, including Record of Dispatch, Trip Record (Ambulance Call Report), Daily Report Log, Daily and Attendant Checklist and Inspection Report which have been approved by the EMS Director. Grantee shall be required to secure the prior written approval of the EMS Director before amending the forms submitted.
- j. Rates. Grantee is allowed to charge rates for services as allowed by Chapter 87. Any rates charged must be identical to those charged by Henderson County. Any change in rates must have prior written approval of the EMS Director or Henderson County Commissioners.
- k. Collections/Billing. Grantee shall be solely responsible for billing and collecting monies for services provided under the terms of this franchise. As provided in Chapter 87, Grantee shall not attempt to collect rates on mutual-aid emergency calls until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the ambulance service, but such service may attempt to collect rates with family or guardian of the patient once the patient is in the process of receiving medical attention. On mutual-aid emergency calls attempts to collect payment may be made before the ambulance begins its trip.

- l. Insurance. Grantee shall keep on file a certificate of insurance and policy with the EMS Director which meets or exceeds the requirements of Chapter 87. Grantee shall be required to submit a new certificate of insurance twenty (20) days prior to the expiration date on any certificates submitted, stating a new prospective expiration date for the policy. In the event Grantee chooses to change insurance carriers, Grantee shall submit a certificate of insurance from the new carrier evidencing compliance with the insurance limits set by the Ambulance Ordinance, at least twenty (20) days prior to the effective date of the new policy, and at least twenty (20) days prior to the cancellation of the policy in effect.
- m. Inspections/Certificates/Licenses. The EMS Director shall inspect the facility, equipment and Ambulances not later than April 1 of each calendar year that this franchise is in effect for compliance with State and local laws, ordinances, and regulations, including Chapter 87. Notwithstanding the annual inspection, the EMS Director shall have the right at any time to inspect said facility, equipment, and ambulances. In addition, Grantee shall submit copies of the inspection report(s) of the NCOEMS within thirty (30) days of the date of such inspections to the EMS Director. The Grantee shall be required to keep current any other permits or licenses required for the operation of the Mutual-Aid Emergency Transport Service, and shall submit copies of said permits and licenses to the EMS Director within thirty (30) days of receipt or renewal.
- n. Mutual-Aid Emergency Support. Grantee is hereby authorized under the terms of this Grant of Franchise to assist the Henderson County EMS in the provision of Emergency Transport Services in the case of a major catastrophe or emergency in which ambulances, in addition to those operated by Henderson County EMS are necessary. Grantee agrees to render such assistance, to the extent that its resources allow, when requested to do so by the Henderson County EMS Director, or his designee, which designee shall be designated in writing that will be provided to Grantee. Grantee shall not be authorized to provide Emergency Transport Services in the event of a major catastrophe or emergency absent such a request from the EMS Director, or his designee. Grantee may request reimbursement from the County for actual costs incurred in providing such Emergency Transport Services, excluding overhead. It shall be within the discretion of the Henderson County Board of Commissioners to determine the extent to which the County will reimburse Grantee pursuant to such a request.
- o. Referrals. To the extent practical, Grantee agrees to accept and perform all referrals for mutual-aid emergency transports made by Henderson County EMS. Grantee shall be solely responsible for billing and collecting monies for all services performed as a result of a referral from Henderson County EMS.
- p. Termination/Suspension of the Franchise. As provided in Chapter 87, Grantee or the County may terminate this franchise upon sixty (60) days prior written notice to the other party. In addition, this franchise may be suspended, revoked, or terminated by the County if allowed by Chapter 87.
- q. Reporting/Annual Review. Grantee shall submit a monthly report to the EMS Director summarizing all activities of Grantee involved in the operation of the Mutual-Aid Emergency Transport Service, including an accumulation of the information shown on the Trip Record including number and types of calls, types of medical assistance, total trip miles, and a break-down of the hours of the day and the days of the week during which such calls were performed, any claims or complaints made against Grantee by a

patient, a patient's family member or representative, or any member of the general public in the provision of Mutual-Aid Emergency Transport Services, and any motor vehicle accidents involving an ambulance operated by Grantee. In addition, Grantee agrees to appear annually, if requested, before the Henderson County Board of Commissioners to provide an activities report to the Board. In addition, at such annual appearance, the EMS Director shall submit an evaluation of the services provided by Grantee under the terms of this franchise. If Grantee is not requested to appear before the Board of Commissioner to provide an activities report, Grantee shall submit, not later than the anniversary date of this franchise, the activities report to the EMS Director who shall keep such report on file.

- r. Indemnification. Grantee agrees to indemnify and hold harmless Henderson County for any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses), claimed by any person or entity, whether known or unknown, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that might mature or accrue subsequent to the date of this franchise on account of, connected with, or growing out of the operation of the mutual-aid emergency transport service authorized by this franchise.
- s. Personnel of Henderson County EMS. Any Henderson County EMS personnel that have received proper approval from the County to be employed by Grantee in the hours in which they are released from performing their job duties for Henderson County EMS shall, at all times in which such personnel are actually performing job duties for Grantee be considered employees of Grantee, and shall not at any such times be considered employees of Henderson County. Grantee shall be responsible for securing any and all coverage for such personnel required by law, including but not limited to Workers Compensation Insurance. Grantee shall be solely responsible for paying any overtime accruing to such employees when working as employees of Grantee that may arise due their performance of duties as employees of Henderson County EMS in the same workweek as performance of duties as employees of Grantee. In addition, Grantee shall indemnify and hold harmless Henderson County for any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses), claimed by any person or entity, whether known or unknown, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that might mature or accrue subsequent to the date of this franchise on account of, connected with, or growing out of the performance of such personnel when acting as employees of Grantee.
- t. Chapter 87 of the Henderson County Code. The performance of services under this franchise shall be governed by the terms of this franchise and Chapter 87 which shall be read in conjunction herewith. In addition, Grantee shall be bound by any and all amendments to Chapter 87 in the performance of services authorized by this franchise.
- u. Severability. In the event that any Section, paragraph, or clause of this franchise is deemed unenforceable or invalid by a court of competent jurisdiction, the remainder of this franchise shall remain in full force and effect.

Section 4. GRANTEE'S REPRESENTATIONS AND COVENANTS:

The acceptance of this franchise by Grantee shall constitute representations and covenants by it that:

- a. It waives all rights and privileges awarded under any previous franchise, ordinance or agreement and upon execution of this Grant of Franchise and subsequent acceptance of the same, any and all prior Grant of Franchise or agreements shall be deemed null and void.
- b. It accepts and agrees to all provisions of this Grant of Franchise and those instruments incorporated herein by reference.
- c. It has examined all the provisions of this and Chapter 87 of the Henderson County Code and waives any claims that any provisions hereof are unreasonable, arbitrary or void.
- d. It recognizes the right of the County to make reasonable amendments to Chapter 87 as it now exists and as it is now amended during the term of the franchise, providing that no such change shall compromise Grantee's ability to perform satisfactorily its obligations or rights under this Grant of Franchise. It further recognizes and agrees that Henderson County shall in no way be bound to renew the Franchise at the end of the franchise term.
- e. It acknowledges that its rights hereunder are subject to the police power of Henderson County to adopt and enforce general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws enacted by Henderson County pursuant to such powers.

Section 5. ACCEPTANCE OF FRANCHISE:

This Grant of Franchise shall not be valid unless accepted by Grantee within thirty (30) days of the effective date, said acceptance to be in writing and in such form and executed in such a manner to be a valid and legally binding acceptance.

Section 6. EFFECTIVE DATE:

- a. This Ordinance shall be in full force and effect on and after the ____ day of _____, 2005.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this the ____ day of _____, 2005.

HENDERSON COUNTY BOARD OF COMMISSIONERS

By: William L. Moyer, Chairman

ATTESTED BY:

(COUNTY SEAL)

Elizabeth W. Corn, Clerk to the Board

ACCEPTANCE:

The undersigned _____, on behalf of the Henderson County Rescue Squad, Inc., does hereby accept and approve the foregoing and attached Grant of Franchise and all of its terms, conditions, and amendments; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe, and perform all of the obligations and things provided to be carried out and performed by it in said Grant of Franchise therefore approved by the Henderson County Board of Commissioners.

This the _____ day of _____, 2005.

HENDERSON COUNTY RESCUE SQUAD, INC.

By: _____

James S. Brissie
Chief

(CORPORATE SEAL)

Attest:

Secretary/Assistant Secretary



Henderson County Rescue Squad, Inc.

PO Box 1729
Hendersonville, NC 28793
Phone: 828-692-3487 Fax: 828-692-1642

Application for Ambulance Franchise

- A. Name of the Applicant: Henderson County Rescue Squad, Inc.
PO Box 1729
Hendersonville, NC 28793

322 Williams Street
- B. Assumed Names: None
- C. Training & Experience: The Henderson County Rescue Squad was formed in 1957 as a volunteer lifesaving organization. Since it's inception the Rescue Squad has provided innovative services to the citizens of Henderson County and WNC. Currently the Rescue Squad operates four state certified BLS ambulances as well a four rescue trucks and a variety of watercraft and other specialty equipment. Our membership consists of 34 volunteers trained at numerous levels from MR through EMT-P's and an MD. For 2004 we responded to over 500 calls for service with 25% of them being medical calls. Each member undergoes a comprehensive probation period and oversight before becoming cleared to perform primary patient care.
- D. Certifications: NCOEMS Ambulance Provider License Number 1117
Four NCOEMS EMT-B Ambulances
Rescue 2 Permit 01290
Rescue 11 Permit 03820
Rescue 14 Permit 01293
Rescue 15 Permit 01292
NCAREMS Certified Medium Rescue Provider
- E. Location of Operation: Currently we operate out of one facility located at 322 Williams Street, the complex where Henderson County Central Services is located.
- F. Financial Statement: Enclosed

Henderson County Rescue Squad
Ambulance Franchise Application (continued)

- G: Response Capability: The Rescue Squad is available for twenty-four hour coverage to the citizens of Henderson County. HCRS members are dispatched twenty-four hours a day by the telecommunicators at the Henderson County Sheriff's Department. Each member is issued a voice pager to receive notification of calls for service. Apparatus typically responds within 10 minutes of notification. Non-emergency calls for service are usually handled within 30 minutes based on time of day and the situation.
- H: No Special Information

State of North Carolina



Office of Emergency
Medical Services

Department of Health and Human Services
Division of Facility Services

Medical Care
Commission

Having met the requirements of North Carolina General Statute 131E-155.1 and the rules of the North Carolina Medical Care Commission for the licensing of ambulance providers,

HENDERSON COUNTY RESCUE SQUAD, INC.

is hereby issued an

Ambulance Provider License

This License, Number 1117, expires the last day of January, 2009

Drexel Pratt, Chief
Office of Emergency Medical Services

Handwritten signature of Drexel Pratt.

Handwritten signature of the Medical Care Commission.
Medical Care
Commission

**HENDERSON COUNTY RESCUE FINANCIAL STATEMENT
(BALANCE SHEET)**

As of December 31, 2004

ASSETS

ASSETS:

Cash in Bank	\$6,207.82
Certificates of Deposit	
Accounts Receivable-Taxes	
Notes Receivable	
Land	
Buildings	
Leasehold Improvements	
Furniture & Fixtures	\$9,946.92
Vehicles	\$180,938.40
Firefighting Equipment	
Rescue Equipment	\$93,469.20
Other Equipment	\$26,109.48
Transfers	
Proceeds from Borrowing	
TOTAL ASSETS	\$316,671.82
TOTAL ASSETS	\$316,671.82

LIABILITIES AND FUND EQUITY

LIABILITIES:

Accounts Payable	
Due to Debt Service	
Accrued Interest Payable	
Accrued Payroll Payable	
Accrued Payroll Taxes	
Medicare Withholding Payable	
FICA Withholding Payable	
Federal Withholding Payable	
State Withholding Payable	
FUTA & SUI Payable	
Employee 401(k) Withholding	
Child Support Withholding	
Notes Payable	\$28,865.00
TOTAL LIABILITIES	\$28,865.00
TOTAL LIABILITIES	\$28,865.00

FUND BALANCES

Fund Balance Unrestricted	
Designated Debt Service	
Excess Revenues/Expenditures	
TOTAL FUND BALANCES	
TOTAL LIABILITIES & FUND EQUITY	\$28,865.00

**HENDERSON COUNTY RESCUE FINANCIAL STATEMENT
(STATEMENT OF REVENUES, TRANSFERS, PROCEEDS, AND EXPENDITURES)**

January 1, 2004 - December 31, 2004

REVENUES:

Henderson County Ad Valorem Taxes (Donation)	\$64,500.00
Annual Fund Payment State of North Carolina	_____
Bonds, Certificates of Deposit, Stocks	_____
Contingency Fund	_____
Donations	\$6,843.22
Fundraising	_____
Grants	\$10,267.50
HazMat Charges	_____
Interest Income	\$88.82
Miscellaneous	\$4,086.89
NC County Sales Tax Refund	\$4,234.30
NC Fuel Tax Refund	_____
Other Income (City, Other Counties, Town)	\$8,000.00
Rental Income	_____
Sales of Assets	\$4,376.50
Total Revenues	\$102,397.23

TRANSFERS

Transfers In	_____
TOTAL TRANSFERS	_____

PROCEEDS FROM BORROWING

Proceeds From Borrowing	_____
TOTAL PROCEEDS	_____
TOTAL REVENUES, ETC.	_____

EXPENDITURES:

Annual Payment - Apparatus	\$7,833.80
Annual Payment - Building	_____
Annual Payment - Other Equipment	_____
Appreciation and Award Banquets	\$3,080.00
Awards	_____
Bank Charges	_____
Breathing Apparatus	_____
Breathing Apparatus Loan Payment	_____
Building	_____
Building and Grounds Maintenance	_____
Building Fund	_____
Cell phone	_____
Chaplain	_____
Communications (radios, pagers)	\$2,990.46
Computer	_____
Contingency Funds	_____
Contract Labor (Part-Time Clerk)	_____
County/State Tax	_____
Discretionary Fund	_____
Debt Payment	_____
Deposits/Down Payment	_____
Dues/Subscriptions	\$3,846.00
EMT Supplies & Rescue Equipment	\$4,460.36

Expendable Supplies	\$1,946.32
Rescue Supplies	\$19,216.39
Equipment Rental	
Flowers/Gifts	\$207.78
Food	
Fuel	\$2,378.54
Fuel Tax Refund to Laurel Park	
Garbage	
Hazardous Materials Supplies	
Infection Control	
Insurance - Building, Business Umbrella, Error Omission, Vehicle	\$13,809.00
Insurance - Dental	
Insurance - General	
Insurance - Health	
Insurance - Life	
Legal and Professional Fees	
Licenses and Permits	\$16.00
Maintenance of Firefighting Equipment (includes air system)	
Maintenance/Repair of Fire Apparatus	
Medical Education/Training	
Medical Equipment	
Miscellaneous	\$2,420.00
Note Payments	
Office Supplies	\$1,396.67
PAYROLL:	
Salaries	
FICA	
401(k)	
Holiday Pay	
Medicare	
North Carolina Unemployment	
Overtime Pay	
Part-Time Pay	
Pension Fund	\$610.00
Postage/Shipping	
Protective Clothing	
Public Relations	\$812.62
Rating Improvements	
Rehabilitation	\$1,395.39
Rent	
Repair & Maintenance - Apparatus	\$8,233.39
Repair & Maintenance - Building	
Repair & Maintenance - Other Equipment	\$2,946.33
Rescue Equipment	\$9,169.56
Training	\$4,069.00
Utilities (electric, gas, phone, water)	\$5,519.62
Uniforms	\$2,838.17
TOTAL EXPENDITURES	\$99,195.40
TRANSFERS	
EXCESS REVENUES/EXPENDITURES	\$3,201.83

Number	Year	Make	VIN	NCOEMS Permit
Rescue 2	1988	Chevrolet	1GBJV33WXJJ118077	01290
Rescue 11	2002	Ford	1FDSS34F3241A19533	03820
Rescue 14	1988	Ford	1FDKE30M3KHB00317	01293
Rescue 15	1984	Ford	1FDJS34L8EHB9662	01292

OFFICE	NAME
Chief	Brissie, Jimmy
Deputy Chief	Stepp, Jimmy
Asst. Chief - Rescue	Brissie, Rhonda
Asst. Chief - Medical	Holt, Nathan
Communications Captain	Surette, Scott
Equipment Captain	Justus, Scott R.
Personnel Captain	Edney, Michael L.
Finance Captain	Morgan, Kathy
Logistics Captain	Brulport, Clay
President	Durham, Dwayne
Board Member	Smith, Bill R.
Board Member	Kerr, Lora
Board Member	Estes, MD., Chris
Board Member	Seals, Bill
Board Member	Shepherd, John M.
Full Member	Amato, Jennifer L.
Full Member	Ball, Hollie R.
Full Member	Brezillac, Julie
Full Member	Corn, Brett
Full Member	Crosby, Mike
Full Member	Dalton, David
Full Member	Heaton, Arnold
Full Member	Gray, Jenny
Full Member	LaGasse, Nancy E.
Full Member	Miley, Bobby G.
Full Member	Myers, Becky L.
Full Member	Neamand, Jonny
Full Member	Pace, Jerry F.
Full Member	Shepherd, Mark
Full Member	Stefan, Joseph A.
Full Member	Stefan, Pat
Full Member	Stewart, Tracie D.
Full Member	Sutton, Scott
Full Member	Sweezy, Don
Full Member	Thompson, Sonja D.
Full Member	Walton, Jared R.
Full Member	White, Bryan
Associate Member	Brown, Ricky
Associate Member	Graham, Wike
Associate Member	Tweed, Jeff
Trainee	Tweed, Matthew

Gerton Volunteer Fire Department and Rescue, Inc.

Proposed Franchise and Supporting Documents

GRANT OF FRANCHISE TO GERTON VOLUNTEER FIRE DEPARTMENT AND RESCUE, INC., GRANTEE, TO OPERATE A MUTUAL-AID EMERGENCY TRANSPORT SERVICE IN THE INCORPORATED AND UNINCORPORATED AREAS OF HENDERSON COUNTY

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HENDERSON COUNTY, NORTH CAROLINA AS FOLLOWS:

Section 1. FINDINGS OF THE BOARD:

The Board of Commissioners finds that the public convenience and necessity require that Mutual-Aid Emergency Transport Services be available in Henderson County, in addition to those services currently being provided by Henderson County Emergency Medical Services.. In addition, the Board finds that, as explained below, each ambulance, the premises, and all equipment has been inspected and certified by the County and the State of North Carolina, and that only North Carolina Office of Emergency Medical Service credentialed emergency medical personnel will be providing the mutual-aid emergency care and transport service.

Section 2. GRANT AND TERM:

Subject to the terms and conditions of Chapter 87 of the Henderson County Code entitled "Emergency Medical Services" (hereinafter referred to as "Chapter 87"), adopted on the 19th day of January, 1983, as amended, and the other terms and conditions of this Grant of Franchise, the GERTON VOLUNTEER FIRE DEPARTMENT AND RESCUE, INC., hereinafter "Grantee", is hereby granted for the period from the date hereof until and through 30 June, 2010, the non-exclusive right, privilege, and franchise to operate a Mutual-Aid Emergency Transport Service in the unincorporated and incorporated areas of Henderson County, subject to the provisions contained herein and in Chapter 87.

Section 3. OPERATION OF THE MUTUAL-AID EMERGENCY TRANSPORT SERVICE:

Grantee agrees to operate a Mutual-Aid Emergency Transport Service in the unincorporated and incorporated areas of Henderson County in accordance with Chapter 87 and the following terms and conditions:

- a. Location. The base of operation of the Mutual-Aid Emergency Transport Service shall be located in the facilities already approved as stated below, located at 4975 Gerton Highway, Gerton, NC 28735. Grantee shall be required to secure prior approval of the County before relocating the base of operation to another site. Such approval by the County shall be conditioned upon a site inspection and approval by the Director of the Henderson County Emergency Medical Services, hereinafter "EMS Director", and the State of North Carolina Office of Emergency Medical Services, hereinafter "NCOEMS" in accordance with Chapter 87.
- b. Ownership. The Grantee is owned and operated solely by Gerton Volunteer Fire Department And Rescue, Inc. As provided in Chapter 87, Grantee may not transfer ownership or control of more than ten (10) percent to any other person or group of persons without the prior approval of the County. A transfer of the entire ownership or control of Grantee shall terminate this franchise. In addition, Grantee may not sell, assign, mortgage, or otherwise transfer any interest in the franchise without the County's prior approval. Grantee shall therefore notify the EMS Director at least sixty (60) days in advance of any requested date of approval of a change of ownership or control in the franchise or the franchised operation. It shall be the responsibility of the EMS Director to

bring any such requests for approval to the Henderson County Board of Commissioners. Review of any such requests by the Henderson County Board of Commissioners shall be in accordance with the terms of Chapter 87.

- c. Personnel. Grantee has provided the EMS Director with the resumes of the personnel to be used in providing the Mutual-Aid Emergency Transport Service. Those persons include Carolyn W. Alley, Robert Jay Alley, Joseph Buchanan, John Diehl, Aaron Eckhardt, Raymond Govern, David Jordan, Norris Lyda, Pam Lyda, Deanna McDaniel, Amanda McGinnis and Pam Perkins. Prior to hiring any other personnel (excluding administrative personnel), Grantee shall submit the resumes, qualifications, and certifications to the EMS Director for his review and approval. Such review by the EMS Director shall be based solely upon the qualifications and certifications of said proposed personnel. Grantee shall be required to submit copies of all certifications and recertifications related to the provision of medical transportation services of all personnel within thirty (30) days of the date of such certification or recertification.
- d. Equipment and Ambulances. The Ambulances and Equipment of Grantee have been inspected and approved by the EMS Director and the NCOEMS. The ambulances approved consist of the following:

Year	Make/Model	Vehicle Identification Number
1996	Ford F-350	1FDWF37F7XED33115, Certification #03822

Grantee shall be required to submit like information on any new ambulances acquired for the provision of Mutual-Aid Emergency Transport Services to the EMS Director, and shall secure the approval of the EMS Director and the NCOEMS prior to putting any such ambulances into operation pursuant to the terms of this franchise. Grantee anticipates that each ambulance will be staffed with two (2) Emergency Medical Technicians, one of whom will operate the vehicle, and the other will provide care and comfort to the patient; however, under the terms of this franchise, the Grantee shall be allowed to staff each ambulance with one (1) certified ambulance attendant, as defined in the North Carolina General Statutes to drive the ambulance and one (1) Emergency Medical Technician to provide the care and comfort to the patient.

- e. Financial Statements. Grantee shall, not later than June 1, annually, provide the EMS Director with a financial statement (audit not required) of the previous business year of Grantee, whether it be on a calendar or fiscal year basis, and a copy of Grantee's Federal Income Tax Return with all Schedules and attachments included for the prior year. Such financial statements shall be subject to the review and approval of the Henderson County Finance Director who shall review such statements to assess the financial stability and ability to provide the Mutual-Aid Emergency Transport Services governed under the terms of this franchise.
- f. Hours of Operation/Twenty-Four Hour Coverage/Response Times. Grantee shall operate the Mutual-Aid Emergency Transport Services on a regular basis, from 8:00 a.m. to 5:00 p.m., Monday through Friday, inclusive of holidays. In addition, Grantee shall provide twenty-four (24) hour coverage by maintaining one (1) ambulance to be staffed by two (2) Emergency Medical Technicians or one (1) Emergency Medical Technician and one (1) certified Ambulance Attendant to be available on call at all other times. The response times Monday through Saturday will be no more than fifteen (15) minutes from the

scheduled appointment, twenty (20) minutes for unscheduled calls. On Sunday, response times will be less than thirty (30) minutes.

- g. FCC Licensing. Grantee shall maintain a radio station license issued by FCC and shall keep on file with the EMS Director a copy of the Grantee's current FCC license.
- h. Business Phone Numbers. Grantee has provided the following phone numbers to be used in the operation of the Mutual-Aid Emergency Transport Service:

Office	828-625-2779
Chief's contact	828-674-0066
Facsimile	828-675-2779

Grantee shall promptly notify the EMS Director of any additional or changed phone numbers to be utilized by Grantee in the operation of the Mutual-Aid Emergency Transport Service governed by this franchise. In addition, Grantee shall register the above listed phone numbers and all mobile numbers in the ambulances, and any additions or changes thereto, with the EMS Director and all law enforcement agencies and communication centers in Henderson County.

- i. Ambulance Call Report/Daily Inspection Checklists/Etc. Grantee has submitted forms to be used in the operation of the Mutual-Aid Emergency Transport Service, including Record of Dispatch, Trip Record (Ambulance Call Report), Daily Report Log, Daily and Attendant Checklist and Inspection Report which have been approved by the EMS Director. Grantee shall be required to secure the prior written approval of the EMS Director before amending the forms attached.
- j. Rates. Grantee is allowed to charge rates for services as allowed by Chapter 87. Any rates charged must be identical to those charged by Henderson County. Any change in rates must have prior written approval of the EMS Director or Henderson County Commissioners.
- k. Collections/Billing. Grantee shall be solely responsible for billing and collecting monies for services provided under the terms of this franchise. As provided in Chapter 87, Grantee shall not attempt to collect rates on mutual-aid-emergency calls until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the ambulance service, but such service may attempt to collect rates with family or guardian of the patient once the patient is in the process of receiving medical attention. On mutual-aid-emergency calls attempts to collect payment may be made before the ambulance begins its trip.
- l. Insurance. Grantee shall keep on file a certificate of insurance and policy with the EMS Director which meets or exceeds the requirements of Chapter 87. Grantee shall be required to submit a new certificate of insurance twenty (20) days prior to the expiration date on any certificates submitted, stating a new prospective expiration date for the policy. In the event Grantee chooses to change insurance carriers, Grantee shall submit a certificate of insurance from the new carrier evidencing compliance with the insurance limits set by the Ambulance Ordinance, at least twenty (20) days prior to the effective date of the new policy, and at least twenty (20) days prior to the cancellation of the policy in effect.

- m. Inspections/Certificates/Licenses. The EMS Director shall inspect the facility, equipment and Ambulances not later than April 1 of each calendar year that this franchise is in effect for compliance with State and local laws, ordinances, and regulations, including Chapter 87. Notwithstanding the annual inspection, the EMS Director shall have the right at any time to inspect said facility, equipment, and ambulances. In addition, Grantee shall submit copies of the inspection report(s) of the NCOEMS within thirty (30) days of the date of such inspections to the EMS Director. The Grantee shall be required to keep current any other permits or licenses required for the operation of the Mutual-Aid Emergency Transport Service, and shall submit copies of said permits and licenses to the EMS Director within thirty (30) days of receipt or renewal.
- n. Mutual-Aid-Emergency Support. Grantee is hereby authorized under the terms of this Grant of Franchise to assist the Henderson County EMS in the provision of Emergency Transport Services in the case of a major catastrophe or emergency in which ambulances, in addition to those operated by Henderson County EMS are necessary. Grantee agrees to render such assistance, to the extent that its resources allow, when requested to do so by the Henderson County EMS Director, or his designee, which designee shall be designated in writing that will be provided to Grantee. Grantee shall not be authorized to provide Emergency Transport Services in the event of a major catastrophe or emergency absent such a request from the EMS Director, or his designee. Grantee may request reimbursement from the County for actual costs incurred in providing such Emergency Transport Services, excluding overhead. It shall be within the discretion of the Henderson County Board of Commissioners to determine the extent to which the County will reimburse Grantee pursuant to such a request.
- o. Referrals. To the extent practical, Grantee agrees to accept and perform all referrals for mutual-aid emergency transports made by Henderson County EMS. Grantee shall be solely responsible for billing and collecting monies for all services performed as a result of a referral from Henderson County EMS.
- p. Termination/Suspension of the Franchise. As provided in Chapter 87, Grantee or the County may terminate this franchise upon sixty (60) days prior written notice to the other party. In addition, this franchise may be suspended, revoked, or terminated by the County if allowed by Chapter 87.
- q. Reporting/Annual Review. Grantee shall submit a monthly report to the EMS Director summarizing all activities of Grantee involved in the operation of the Mutual-Aid Emergency Transport Service, including an accumulation of the information shown on the Trip Record including number and types of calls, types of medical assistance, total trip miles, and a break-down of the hours of the day and the days of the week during which such calls were performed, any claims or complaints made against Grantee by a patient, a patient's family member or representative, or any member of the general public in the provision of mutual-aid emergency transport services, and any motor vehicle accidents involving an ambulance operated by Grantee. In addition, Grantee agrees to appear annually, if requested, before the Henderson County Board of Commissioners to provide an activities report to the Board. In addition, at such annual appearance, the EMS Director shall submit an evaluation of the services provided by Grantee under the terms of this franchise. If Grantee is not requested to appear before the Board of Commissioner to provide an activities report, Grantee shall submit, not later than the anniversary date of this franchise, the activities report to the EMS Director who shall keep such report on file.

- r. Indemnification. Grantee agrees to indemnify and hold harmless Henderson County for any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses), claimed by any person or entity, whether known or unknown, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that might mature or accrue subsequent to the date of this franchise on account of, connected with, or growing out of the operation of the mutual-aid emergency transport service authorized by this franchise.
- s. Personnel of Henderson County EMS. Any Henderson County EMS personnel that have received proper approval from the County to be employed by Grantee in the hours in which they are released from performing their job duties for Henderson County EMS shall, at all times in which such personnel are actually performing job duties for Grantee be considered employees of Grantee, and shall not at any such times be considered employees of Henderson County. Grantee shall be responsible for securing any and all coverage for such personnel required by law, including but not limited to Workers Compensation Insurance. Grantee shall be solely responsible for paying any overtime accruing to such employees when working as employees of Grantee that may arise due their performance of duties as employees of Henderson County EMS in the same workweek as performance of duties as employees of Grantee. In addition, Grantee shall indemnify and hold harmless Henderson County for any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses), claimed by any person or entity, whether known or unknown, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that might mature or accrue subsequent to the date of this franchise on account of, connected with, or growing out of the performance of such personnel when acting as employees of Grantee.
- t. Chapter 87 of the Henderson County Code. The performance of services under this franchise shall be governed by the terms of this franchise and Chapter 87 which shall be read in conjunction herewith. In addition, Grantee shall be bound by any and all amendments to Chapter 87 in the performance of services authorized by this franchise.
- u. Severability. In the event that any Section, paragraph, or clause of this franchise is deemed unenforceable or invalid by a court of competent jurisdiction, the remainder of this franchise shall remain in full force and effect.

Section 4. GRANTEE'S REPRESENTATIONS AND COVENANTS:

The acceptance of this franchise by Grantee shall constitute representations and covenants by it that:

- a. It waives all rights and privileges awarded under any previous franchise, ordinance or agreement and upon execution of this Grant of Franchise and subsequent acceptance of the same, any and all prior Grant of Franchise or agreements shall be deemed null and void.
- b. It accepts and agrees to all provisions of this Grant of Franchise and those instruments incorporated herein by reference.
- c. It has examined all the provisions of this and Chapter 87 of the Henderson County Code and waives any claims that any provisions hereof are unreasonable, arbitrary or void.

- d. It recognizes the right of the County to make reasonable amendments to Chapter 87 as it now exists and as it is now amended during the term of the franchise, providing that no such change shall compromise Grantee's ability to perform satisfactorily its obligations or rights under this Grant of Franchise. It further recognizes and agrees that Henderson County shall in no way be bound to renew the Franchise at the end of the franchise term.
- e. It acknowledges that its rights hereunder are subject to the police power of Henderson County to adopt and enforce general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws enacted by Henderson County pursuant to such powers.

Section 5. ACCEPTANCE OF FRANCHISE:

This Grant of Franchise shall not be valid unless accepted by Grantee within thirty (30) days of the effective date, said acceptance to be in writing and in such form and executed in such a manner to be a valid and legally binding acceptance.

Section 6. EFFECTIVE DATE:

- a. This Ordinance shall be in full force and effect on and after the ___ day of _____, 2005.

IN WITNESS HEREOF, the parties have hereunto set their hands and seals on this the ___ day of _____, 2005.

HENDERSON COUNTY BOARD OF COMMISSIONERS

By: William L. Moyer, Chairman

ATTESTED BY:

(COUNTY SEAL)

Elizabeth W. Corn, Clerk to the Board

ACCEPTANCE:

The undersigned _____, on behalf of the Gerton Volunteer Fire Department and Rescue, Inc., does hereby accept and approve the foregoing and attached Grant of Franchise and all of its terms, conditions, and amendments; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe, and perform all of the obligations and things provided to be carried out and performed by it in said Grant of Franchise therefore approved by the Henderson County Board of Commissioners.

This the _____ day of _____, 2005.

GERTON VOLUNTEER FIRE DEPARTMENT AND RESCUE, INC.

By: _____

Robert Jay Alley
Chief

(CORPORATE SEAL)

Attest:

Secretary/Assistant Secretary

Gerton Volunteer Fire Department and Rescue, Inc.
Post Office Box 52
4975 Gerton Highway
Gerton, NC 28735
828-625-2779
www.gertonfire.com

- I. The name of the applicant is Gerton Volunteer Fire Department and Rescue, Inc. We are the owners and operators of the ambulance. Our address is Post Office Box 52, 4975 Gerton Highway, Gerton, NC 28735.
- II. We are not operating under any other names or charters.
- III. Our training for our staff is handled by Blue Ridge Community College. Every EMT is required to attend 36 hours of continuing education as required by the EMS educational plan. We have been in the first responder business since 1974. We purchased our first transport unit in 1992. We now serve our response area with a four wheel drive BLS unit that is staffed by volunteers. We transport normally to meet Henderson County EMS to shorten the time for patients to reach definitive care. We can and have on occasion transported to hospitals within Henderson and Buncombe counties.
- IV. We operate a 1996 Ford F-350 four wheel drive ambulance. The unit was built by Blue Star coaches' n Tennessee. We are an approved transport unit by NCOEMS. Our ambulance is owned and operated by Gerton Volunteer Fire Department and Rescue, Inc. A copy of the license is attached.
- V. Our ambulance is housed at 4975 Gerton Highway, Gerton, NC 28735 Our primary service area is the boundaries of Gerton fire district. We are willing and able to respond outside our primary response area to assist other fire departments or Henderson County EMS as needed.
- VI. A copy of our profit loss statement is attached as our financial statement.
- VII. We are a total volunteer fire department. We respond to medical calls on a dispatched basis. We have always responded to all calls in a timely manner. At this time we have no paid employees. We do provide 24 hours a day 7 days week coverage. Our minimum response time to most of our primary service area is under three minutes. Our longest response times are less than twelve minutes. We anticipate that Henderson County EMS response time range from 35 to 55 minutes to our dispatch area depending on the area dispatched to.
- VIII. The following members are currently certified at the EMT or higher level: Carolyn W. Alley, Robert Jay Alley, Joseph Buchanan, John Diehl, Aaron Eckhardt, Raymond Govern, David Jordan, Norris Lyda, Pam Lyda, Deanna McDaniel, Amanda McGinnis, and Pam Perkins. We require at least 2 EMTs on all calls prior to transport of any patient.

IX. Our unit is a 1996 Ford F-350 VIN: 1FDWF37F7XED33115. Certification # 03822

X. Business Numbers are station 828-625-2779, Fax 828-625-2779, Chief's contact # is 828-674-0066.

XII. We will submit ambulance call reports quarterly. Any reports from OEMS will also be copied and presented to the EMS director.

XIII. We are a volunteer department and do not charge for our services.

State of North Carolina



Office of Emergency
Medical Services

Department of Health and Human Services
Division of Facility Services

Medical Care
Commission

Having met the requirements of North Carolina General Statute 131E-155.1 and the rules of the North Carolina Medical Care Commission for the licensing of ambulance providers,

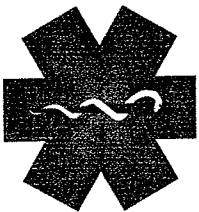
GERTON VOL FIRE DEPT & RESCUE, INC.

is hereby issued an

Ambulance Provider License

This License, Number 1321, expires the last day of January, 2009

Drexdal Pratt, Chief
Office of Emergency Medical Services



Medical Care
Commission

**FINANCIAL STATEMENT
(STATEMENT OF REVENUES, TRANSFERS, PROCEEDS, AND EXPENDITURES)**

REVENUES:	\$
Henderson County Ad Valorem Taxes	50228.34
Annual Fund Payment State of North Carolina	50
Bonds, Certificates of Deposit, Stocks	0
Contingency Fund	0
Donations	2655
Fundraising	1092.4
Grants	73661
HazMat Charges	0
Interest Income	966.44
Miscellaneous	2664.12
NC County Sales Tax Refund	3544.36
NC Fuel Tax Refund	0
Other Income (City, Other Counties, Town)	0
Rental Income	0
Sales of Assets	1875
Total Revenues	<u>136,736.76</u>
 TRANSFERS	
Transfers In	0
TOTAL TRANSFERS	<u>0</u>
 PROCEEDS FROM BORROWING	
Proceeds From Borrowing	0
TOTAL PROCEEDS	<u>0</u>
TOTAL REVENUES, ETC.	<u><u>136,736.76</u></u>
 EXPENDITURES:	
Annual Payment - Apparatus	27545.02
Annual Payment - Building	0
Annual Payment - Other Equipment	0
Appreciation and Award Banquets	78.1
Awards	0
Bank Charges	0
Breathing Apparatus	0
Breathing Apparatus Loan Payment	0
Building	449.4
Building and Grounds Maintenance	1481.35
Building Fund	0
Cell phone	0
Chaplain	0
Communications (radios, pagers)	7022.04
Computer	295
Contingency Funds	0
Contract Labor (Part-Time Clerk)	0
County/State Tax	0
Discretionary Fund	0
Debt Payment	0
Deposits/Down Payment	0
Dues/Subscriptions	678

EMT Supplies & Rescue Equipment	1715.67
Equipment Rental	0
Flowers/Gifts	355.24
Food	635.52
Fuel	2785.02
Fuel Tax Refund to Laurel Park	0
Garbage	0
Hazardous Materials Supplies	0
Infection Control	0
Insurance - Building, Business Umbrella, Error Omission, Vehicle	11643.07
Insurance - Dental	0
Insurance - General	0
Insurance - Health	0
Insurance - Life	0
Legal and Professional Fees	0
Licenses and Permits	45
Maintenance of Firefighting Equipment (includes air system)	0
Maintenance/Repair of Fire Apparatus	1716.26
Medical Education/Training	0
Medical Equipment	0
Miscellaneous	0
Note Payments	0
Office Supplies	1260.65
PAYROLL:	
Salaries	0
FICA	0
401(k)	0
Holiday Pay	0
Medicare	0
North Carolina Unemployment	0
Overtime Pay	0
Part-Time Pay	0
Pension Fund	0
Postage/Shipping	0
Protective Clothing	0
Public Relations	750
Rating Improvements	0
Rehabilitation	0
Rent	0
Repair & Maintenance - Apparatus	1716.76
Repair & Maintenance - Building	1481.35
Repair & Maintenance - Other Equipment	0
Training	895.65
Utilities (electric, gas, phone, water)	4786.57
TOTAL EXPENDITURES	110,984.17
TRANSFERS	0
EXCESS REVENUES/EXPENDITURES	25,752.59

**GRANT OF FRANCHISE TO MILLS RIVER FIRE AND RESCUE DEPARTMENT, INC.,
GRANTEE, TO OPERATE A MUTUAL-AID EMERGENCY TRANSPORT SERVICE
IN HENDERSON COUNTY**

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HENDERSON COUNTY,
NORTH CAROLINA AS FOLLOWS:

Section 1. FINDINGS OF THE BOARD:

The Board of Commissioners finds that the public convenience and necessity require that Mutual-Aid Emergency Transport Services be available in Henderson County, in addition to those services currently being provided by Henderson County Emergency Medical Services, in that the frequency of emergency transport requests is growing annually, and the Board expects that in order to meet the demand for Mutual-Aid Emergency Transport Services, additional certified personnel will be required. In addition, the Board finds that, as explained below, each ambulance, the premises, and all equipment has been inspected and certified by the County and the State of North Carolina, and that only duly licensed ambulance attendants and Emergency Medical Technicians will be providing the Mutual-Aid Emergency Transport Service.

Section 2. GRANT AND TERM:

Subject to the terms and conditions of Chapter 87 of the Henderson County Code entitled "Emergency Medical Services" (hereinafter referred to as "Chapter 87"), adopted on the 19th day of January, 1983, as amended, and the other terms and conditions of this Grant of Franchise, the MILLS RIVER FIRE AND RESCUE DEPARTMENT, INC., hereinafter "Grantee", is hereby granted for the period from the date hereof until and through 30 June, 2010, the non-exclusive right, privilege, and franchise to operate a Mutual-Aid Emergency Transport Service in the unincorporated and incorporated areas of Henderson County, subject to the provisions contained herein and in Chapter 87.

Section 3. OPERATION OF THE MUTUAL-AID EMERGENCY TRANSPORT SERVICE:

Grantee agrees to operate a Mutual-Aid Emergency Transport Service in the unincorporated and incorporated areas of Henderson County in accordance with Chapter 87 and the following terms and conditions:

- a. Location. The base of operation of the Mutual-Aid Emergency Transport Service shall be located in the facilities already approved as stated below, located at 121 Schoolhouse Road, Horse Shoe, NC 28742. Grantee shall be required to secure prior approval of the County before relocating the base of operation to another site. Such approval by the County shall be conditioned upon a site inspection and approval by the Director of the Henderson County Emergency Medical Services, hereinafter "EMS Director", and the State of North Carolina Office of Emergency Medical Services, hereinafter "NCOEMS" in accordance with Chapter 87.
- b. Ownership. The Grantee is owned and operated solely by Henderson County Rescue Squad, Inc. As provided in Chapter 87, Grantee may not transfer ownership or control of more than ten (10) percent to any other person or group of persons without the prior approval of the County. A transfer of the entire ownership or control of Grantee shall terminate this franchise. In addition, Grantee may not sell, assign, mortgage, or otherwise transfer any interest in the franchise without the County's prior approval. Grantee shall therefore notify the EMS Director at least sixty (60) days in advance of any requested

date of approval of a change of ownership or control in the franchise or the franchised operation. It shall be the responsibility of the EMS Director to bring any such requests for approval to the Henderson County Board of Commissioners. Review of any such requests by the Henderson County Board of Commissioners shall be in accordance with the terms of Chapter 87.

- c. Personnel. Grantee has provided the EMS Director with the resumes of the personnel to be used in providing the Mutual-Aid Emergency Transport Service. Those persons include Rick Livingston, Gary Livingston, Dave Fowler, Walter Bryson, Allan Corthell, Chris Barber, Ronnie Nesbitt, Adam Sitton, Steven Gardner, Scott Burnette, Bryan Orr, Carl Collins, Brian Barnwell, Harold Sitton, Maria Lawing, Tanya Bryson, T.J. Cairnes, Brandon Munsey, Michael Hall, Jeannie Pfeffer, Chris Ballinger, Brian Haney, Marie Bryson, Chris Clayton, Jennifer Cairnes, Donnie Goode, crystal Gardner, Dan Stanhoff, Molly Hover, Tom Souther, Joe Fowler, Jim Sitton, Joseph Gardner, Bob Moore, Chad Allen, Billy Pfeffer, Clyde Bryson, Carroll Whitaker, Fred Edwards, Ralph Moore, Mike Barnett, Roger Snyder, Mark Riley, H.B. Norton, Eric Haney, Larry Langway, ray Bryson, Crystal Riley, Jud Stewart, Jerry Moore, Phillip Whitaker, Paul Metcalf, Matt Bryson, Jennifer Pressley, Chris Sitton, Jason Livingston, Beth Torres, Ashley Bryson, Andrew Livingston, Karlton Glenn. Prior to hiring any other personnel (excluding administrative personnel), Grantee shall submit the resumes, qualifications, and certifications to the EMS Director for his review and approval. Such review by the EMS Director shall be based solely upon the qualifications and certifications of said proposed personnel. Grantee shall be required to submit copies of all certifications and recertifications related to the provision of medical transportation services of all personnel within thirty (30) days of the date of such certification or recertification.
- d. Equipment and Ambulances. The Ambulances and Equipment of Grantee have been inspected and approved by the EMS Director and the NCOEMS. The ambulances approved consist of the following:

Year	Make/Model	Vehicle Identification Number
1999	Ford F350	1FDWF37F3XXE24527

Grantee shall be required to submit like information on any new ambulances acquired for the provision of Mutual-Aid Emergency Transport Services to the EMS Director, and shall secure the approval of the EMS Director and the NCOEMS prior to putting any such ambulances into operation pursuant to the terms of this franchise. Grantee anticipates that each ambulance will be staffed with two (2) Emergency Medical Technicians, one of whom will operate the vehicle, and the other will provide care and comfort to the patient; however, under the terms of this franchise, the Grantee shall be allowed to staff each ambulance with one (1) certified ambulance attendant, as defined in the North Carolina General Statutes to drive the ambulance and one (1) Emergency Medical Technician to provide the care and comfort to the patient.

- e. Financial Statements. Grantee shall, not later than June 1, annually, provide the EMS Director with a financial statement (audit not required) of the previous business year of Grantee, whether it be on a calendar or fiscal year basis, and a copy of Grantee's Federal Income Tax Return with all Schedules and attachments included for the prior year. Such financial statements shall be subject to the review and approval of the Henderson County Finance Director who shall review such statements to assess the financial stability and

ability to provide the Mutual-Aid Emergency Transport Services governed under the terms of this franchise.

- f. Hours of Operation/Twenty-Four Hour Coverage/Response Times. Grantee shall operate the Mutual-Aid Emergency Transport Services on a regular basis, from 8:00 a.m. to 5:00 p.m., Monday through Friday, inclusive of holidays. In addition, Grantee shall provide twenty-four (24) hour coverage by maintaining one (1) ambulance to be staffed by two (2) Emergency Medical Technicians or one (1) Emergency Medical Technician and one (1) certified Ambulance Attendant to be available on call at all other times. The response times Monday through Saturday will be no more than fifteen (15) minutes from the scheduled appointment, twenty (20) minutes for unscheduled calls. On Sunday, response times will be less than thirty (30) minutes.
- g. FCC Licensing. Grantee shall maintain a radio station license issued by FCC and shall keep on file with the EMS Director a copy of the Grantee's current FCC license.
- h. Business Phone Numbers. Grantee has provided the following phone numbers to be used in the operation of the Mutual-Aid Emergency Transport Service:

Office	828-891-7959
Chief's contact	828-243-9571
Facsimile	828-891-1490

Grantee shall promptly notify the EMS Director of any additional or changed phone numbers to be utilized by Grantee in the operation of the Mutual-Aid Emergency Transport Service governed by this franchise. In addition, Grantee shall register the above listed phone numbers and all mobile numbers in the ambulances, and any additions or changes thereto, with the EMS Director and all law enforcement agencies and communication centers in Henderson County.

- i. Ambulance Call Report/Daily Inspection Checklists/Etc. Grantee has submitted forms to be used in the operation of the Mutual-Aid Emergency Transport Service, including Record of Dispatch, Trip Record (Ambulance Call Report), Daily Report Log, Daily and Attendant Checklist and Inspection Report which have been approved by the EMS Director. Grantee shall be required to secure the prior written approval of the EMS Director before amending the forms attached.
- j. Rates. Grantee is allowed to charge rates for services as allowed by Chapter 87. Any rates charged must be identical to those charged by Henderson County. Any change in rates must have prior written approval of the EMS Director or Henderson County Commissioners.
- k. Collections/Billing. Grantee shall be solely responsible for billing and collecting monies for services provided under the terms of this franchise. As provided in Chapter 87, Grantee shall not attempt to collect rates on mutual-aid emergency calls until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the ambulance service, but such service may attempt to collect rates with family or guardian of the patient once the patient is in the process of receiving medical attention. On mutual-aid emergency calls attempts to collect payment may be made before the ambulance begins its trip.

- l. Insurance. Grantee shall keep on file a certificate of insurance and policy with the EMS Director which meets or exceeds the requirements of Chapter 87. Grantee shall be required to submit a new certificate of insurance twenty (20) days prior to the expiration date on any certificates submitted, stating a new prospective expiration date for the policy. In the event Grantee chooses to change insurance carriers, Grantee shall submit a certificate of insurance from the new carrier evidencing compliance with the insurance limits set by the Ambulance Ordinance, at least twenty (20) days prior to the effective date of the new policy, and at least twenty (20) days prior to the cancellation of the policy in effect.
- m. Inspections/Certificates/Licenses. The EMS Director shall inspect the facility, equipment and Ambulances not later than April 1 of each calendar year that this franchise is in effect for compliance with State and local laws, ordinances, and regulations, including Chapter 87. Notwithstanding the annual inspection, the EMS Director shall have the right at any time to inspect said facility, equipment, and ambulances. In addition, Grantee shall submit copies of the inspection report(s) of the NCOEMS within thirty (30) days of the date of such inspections to the EMS Director. The Grantee shall be required to keep current any other permits or licenses required for the operation of the Mutual-Aid Emergency Transport Service, and shall submit copies of said permits and licenses to the EMS Director within thirty (30) days of receipt or renewal.
- n. Mutual-Aid-Emergency Support. Grantee is hereby authorized under the terms of this Grant of Franchise to assist the Henderson County EMS in the provision of Emergency Transport Services in the case of a major catastrophe or emergency in which ambulances, in addition to those operated by Henderson County EMS are necessary. Grantee agrees to render such assistance, to the extent that its resources allow, when requested to do so by the Henderson County EMS Director, or his designee, which designee shall be designated in writing that will be provided to Grantee. Grantee shall not be authorized to provide Emergency Transport Services in the event of a major catastrophe or emergency absent such a request from the EMS Director, or his designee. Grantee may request reimbursement from the County for actual costs incurred in providing such Emergency Transport Services, excluding overhead. It shall be within the discretion of the Henderson County Board of Commissioners to determine the extent to which the County will reimburse Grantee pursuant to such a request.
- o. Referrals. To the extent practical, Grantee agrees to accept and perform all referrals for mutual-aid emergency transports made by Henderson County EMS. Grantee shall be solely responsible for billing and collecting monies for all services performed as a result of a referral from Henderson County EMS.
- p. Termination/Suspension of the Franchise. As provided in Chapter 87, Grantee or the County may terminate this franchise upon sixty (60) days prior written notice to the other party. In addition, this franchise may be suspended, revoked, or terminated by the County if allowed by Chapter 87.
- q. Reporting/Annual Review. Grantee shall submit a monthly report to the EMS Director summarizing all activities of Grantee involved in the operation of the Mutual-Aid Emergency Transport Service, including an accumulation of the information shown on the Trip Record including number and types of calls, types of medical assistance, total trip miles, and a break-down of the hours of the day and the days of the week during which such calls were performed, any claims or complaints made against Grantee by a

patient, a patient's family member or representative, or any member of the general public in the provision of mutual-aid emergency transport services, and any motor vehicle accidents involving an ambulance operated by Grantee. In addition, Grantee agrees to appear annually, if requested, before the Henderson County Board of Commissioners to provide an activities report to the Board. In addition, at such annual appearance, the EMS Director shall submit an evaluation of the services provided by Grantee under the terms of this franchise. If Grantee is not requested to appear before the Board of Commissioner to provide an activities report, Grantee shall submit, not later than the anniversary date of this franchise, the activities report to the EMS Director who shall keep such report on file.

- r. Indemnification. Grantee agrees to indemnify and hold harmless Henderson County for any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses), claimed by any person or entity, whether known or unknown, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that might mature or accrue subsequent to the date of this franchise on account of, connected with, or growing out of the operation of the mutual-aid emergency transport service authorized by this franchise.
- s. Personnel of Henderson County EMS. Any Henderson County EMS personnel that have received proper approval from the County to be employed by Grantee in the hours in which they are released from performing their job duties for Henderson County EMS shall, at all times in which such personnel are actually performing job duties for Grantee be considered employees of Grantee, and shall not at any such times be considered employees of Henderson County. Grantee shall be responsible for securing any and all coverage for such personnel required by law, including but not limited to Workers Compensation Insurance. Grantee shall be solely responsible for paying any overtime accruing to such employees when working as employees of Grantee that may arise due their performance of duties as employees of Henderson County EMS in the same workweek as performance of duties as employees of Grantee. In addition, Grantee shall indemnify and hold harmless Henderson County for any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses), claimed by any person or entity, whether known or unknown, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that might mature or accrue subsequent to the date of this franchise on account of, connected with, or growing out of the performance of such personnel when acting as employees of Grantee.
- t. Chapter 87 of the Henderson County Code. The performance of services under this franchise shall be governed by the terms of this franchise and Chapter 87 which shall be read in conjunction herewith. In addition, Grantee shall be bound by any and all amendments to Chapter 87 in the performance of services authorized by this franchise.
- u. Severability. In the event that any Section, paragraph, or clause of this franchise is deemed unenforceable or invalid by a court of competent jurisdiction, the remainder of this franchise shall remain in full force and effect.

Section 4. GRANTEE'S REPRESENTATIONS AND COVENANTS:

The acceptance of this franchise by Grantee shall constitute representations and covenants by it that:

- a. It waives all rights and privileges awarded under any previous franchise, ordinance or agreement and upon execution of this Grant of Franchise and subsequent acceptance of the same, any and all prior Grant of Franchise or agreements shall be deemed null and void.
- b. It accepts and agrees to all provisions of this Grant of Franchise and those instruments incorporated herein by reference.
- c. It has examined all the provisions of this and Chapter 87 of the Henderson County Code and waives any claims that any provisions hereof are unreasonable, arbitrary or void.
- d. It recognizes the right of the County to make reasonable amendments to Chapter 87 as it now exists and as it is now amended during the term of the franchise, providing that no such change shall compromise Grantee's ability to perform satisfactorily its obligations or rights under this Grant of Franchise. It further recognizes and agrees that Henderson County shall in no way be bound to renew the Franchise at the end of the franchise term.
- e. It acknowledges that its rights hereunder are subject to the police power of Henderson County to adopt and enforce general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws enacted by Henderson County pursuant to such powers.

Section 5. ACCEPTANCE OF FRANCHISE:

This Grant of Franchise shall not be valid unless accepted by Grantee within thirty (30) days of the effective date, said acceptance to be in writing and in such form and executed in such a manner to be a valid and legally binding acceptance.

Section 6. EFFECTIVE DATE:

- a. This Ordinance shall be in full force and effect on and after the ____ day of _____, 2005.

IN WITNESS HEREOF, the parties have hereunto set their hands and seals on this the ____ day of _____, 2005.

HENDERSON COUNTY BOARD OF COMMISSIONERS

By: William L. Moyer, Chairman

ATTESTED BY:

(COUNTY SEAL)

Elizabeth W. Corn, Clerk to the Board

ACCEPTANCE:

The undersigned _____, on behalf of the Mills River Fire and Rescue Department Inc., does hereby accept and approve the foregoing and attached Grant of Franchise and all of its terms, conditions, and amendments; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe, and perform all of the obligations and things provided to be carried out and performed by it in said Grant of Franchise therefore approved by the Henderson County Board of Commissioners.

This the _____ day of _____, 2005.

HENDERSON COUNTY RESCUE SQUAD, INC.

By: _____

H. B. Norton
President

(CORPORATE SEAL)

Attest:

Secretary/Assistant Secretary

**Mills River Volunteer Fire Department and Rescue
Department, Inc.**

Proposed Franchise and Supporting Documents

MILLS RIVER VOLUNTEER FIRE & RESCUE

121 Schoolhouse Road
Horse Shoe, North Carolina 28742
(828) 891-7959

June 7, 2005

Henderson County Board of Commissioners
100 N. King Street
Hendersonville, NC

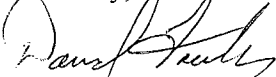
Dear Sirs:

During recent discussions with Mr. Terry Layne, Director, Henderson County Emergency Medical Service, we learned that a formal franchise by the county is advisable to authorize continued operation of the Mills River Fire and Rescue ambulance within the County system.

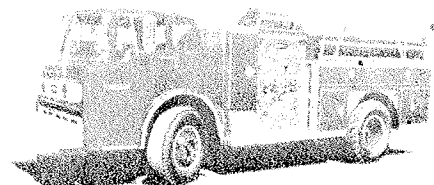
Since the 1980's, Mills River Fire and Rescue has operated a State certified emergency basic ambulance. From the beginning, the ambulance has been dispatched to emergency calls within the Mills River Fire District as a first responder vehicle, and used for patient transport to the hospital only at the specific request of EMS. The certified ambulance is an all-wheel drive vehicle and is particularly useful for transporting patients from remote areas of the adjoining national forest to a locale more accessible to EMS units or during severe weather conditions. Historically, we transport no more than three times per year; however, we prefer to maintain the certified ambulance as an adjunct to the County EMS. Mills River will continue to transport to the hospital only when requested by EMS. The department imposes no charge to patients transported and envisions no change to that policy.

The attached exhibits address the requirements set forth in the Henderson County Code Section 87.3., Franchise application. Please contact me should you require further information or clarification.

Sincerely,



David W. Fowler
Assistant Chief



**Henderson County Emergency Ambulance
Franchise Application**

Section A.

Mills River Fire and Rescue Department Inc.
121 Schoolhouse Rd.
Horse Shoe, NC 28742

Section B.

Mills River Fire and Rescue Department, doing business as Mills River Fire and Rescue Department Inc. is a not-for-profit corporation established to provide fire/rescue services to the Mills River Fire District. See Exhibit I, Articles of Incorporation.

Section C.

In the early 1980's, Mills River Fire and Rescue was among the first fire departments to undergo EMT training and provide first responder service to the district. By the mid-1980's, the department replaced a first responder vehicle with an all-wheel drive vehicle that met State ambulance certification requirements. The department updated that vehicle in 1999, and continues to respond to emergency calls in a first responder or, on request by EMS, a transport role.

The department has 50 active firefighters, provides first aid and CPR training to all personnel and updates training on a regular basis. The department roster includes 17 firefighters certified at the EMT level by NCOEMS, who undergo monthly training as required by State continuing education mandates (provided through Blue Ridge Community College) and periodic recertification by NCOEMS. While functioning at Mills River at the basic level, 6 additional firefighters are certified by NCOEMS at the Paramedic level, 2 at the EMT-Intermediate level and 1 MD and regularly attend mandated continuing education classes and recertify as required. All personnel undergo driver training as part of regular fire department training sessions held each Monday night throughout the year. For transports, the department insures that at least 1 EMT is available to provide patient care, along with a qualified driver. See Exhibit II, Fire Department Roster.

Section D.

The Mills River Fire and Rescue ambulance is a 1999 Ford F350 4x4 chassis with American La France/Medic Master ambulance conversion. The vehicle is climate controlled, both front and patient compartment, and meets all State requirements for certification.

<u>YR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VIN#</u>	<u>OEMS INSP./DATE</u>
1999	Ford	F350	1FDWF37F3XXE24527	03821/ Jan. 2005

Section E.

The NCOEMS ambulance provider license number 1391 (expiration January 2009) issued to Mills River Fire and Rescue, Inc. is included as Exhibit III.

Section F.

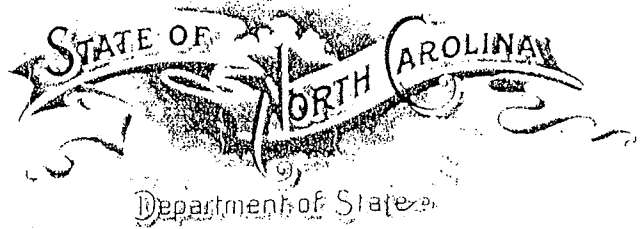
The Mills River Fire and Rescue ambulance is stationed at MRFD Station 1, 121 Schoolhouse Rd., Horse Shoe, NC. Specifically, MRF&R is located on Schoolhouse Rd approximately 3/8 miles from the intersection of Schoolhouse Rd. and Hwy. 280 in the Town of Mills River.

Section G.

Each year the department submits a budget report to the Henderson County Fire Advisory Board for review and ultimate approval by the Board of commissioners. The Budget for 2005 and the request submitted for 2006 is included as Exhibits IV and V, respectively. Our books are available for inspection upon request to any interested party from the Town of Mills River, Henderson County Board of Commissioners, Town of Fletcher, or any taxpayer within Mills River Fire District.

Section H.

The main station, from which the Mills River Fire and Rescue ambulance responds, is staffed by one qualified firefighter seven days a week from the hours of 0700 to 1600. At other times the ambulance is staffed by on-call volunteers. For the year 2004, the average response time for all emergency calls (computed from the time dispatched until personnel arrived on-scene) was 5 minutes and 44 seconds. We have no reason to expect a degraded response times in the future. See Exhibit VI.



To all to whom these presents shall come. Greeting:

I, Chad Eure, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached (two () sheets) to be a true copy of

ARTICLES OF INCORPORATION

OF

ELLEN RIVER VOLUNTEER FIRE DEPARTMENT, INC.

and the probates thereon, the original of which was filed in this office on the day of 19 after having been found to conform to law.

In Witness Whereof, I have hereunto set my hand and affixed my official seal.

Done in Office, at Raleigh, this day of in the year of our Lord 19 of

[Handwritten Signature]
Secretary of State



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N CAROLINA

112321

ARTICLES OF INCORPORATION
OF

MILLS RIVER VOLUNTEER FIRE DEPARTMENT, INC.
(Name of Corporation)

A NON-PROFIT CORPORATION

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators for the purpose of creating a non-profit corporation under the laws of the State of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina, entitled "Non-Profit Corporation Act", and the several amendments thereto, do hereby set forth:

1. The name of the corporation is MILLS RIVER VOLUNTEER FIRE DEPARTMENT, INC.

2. The period of duration of the corporation shall be perpetual.
(May be perpetual or for a limited period)

3. The purposes for which the corporation is organized are:
(a) To encourage, sponsor, organize and maintain an organization for the protection against any fire danger to life and property in the community of Mills River and vicinity or in any other area where said organization is properly called upon to act; to purchase and sell, construct and maintain a fire truck or trucks, fire house or houses, and fire fighting and live saving equipment of whatever nature; to train, indoctrinate, and instruct on a continuing basis firemen and fire companies in means and methods of life saving and fire fighting, and to carry on programs of whatever nature for the prevention of fire and the protection of life and property from any disaster or danger of whatever kind; to contract to obtain or to provide fire protection for or to any person, firm, organization, or municipality in Mills River Community or vicinity; to sponsor and promote any educational or recreational activities and any activities or undertakings for the general welfare of the community of Mills River and vicinity.
(b) To engage in projects and undertakings for community improvement and development; to promote, encourage and sponsor proper and wholesome organizations, entertainments, and projects for young people; to hold, lease, own and provide community buildings, grounds, parks, and other facilities for activities of community clubs and organizations and other gatherings of a civic, patriotic, fraternal, educational, social, charitable, sporting, or benevolent nature; to support, promote, and encourage the free exchange of ideas and thoughts between groups; to provide for its members facilities and opportunities for recreation and self-improvement of

4. The corporation is to have the following class or classes of members: (if there are to be (Cont'd. on reverse side)
no members, so state.) General without limitation.

5. Directors of the corporation shall be elected in the following manner:
As provided by the by-laws.

6. The address of the initial registered office of the corporation is as follows:
Street address, (if none, so state) No street address.
City or town Route 2, Box 54, Fletcher, North Carolina
County Henderson

The name of the initial registered agent of the corporation at the above address is
Grady Garland

7. The number of directors constituting the initial board of directors shall be 7, and the names and address (including street and number, if any) of the persons who are to serve as directors until the first meeting of the corporation or until their successors are elected and qualified are:

NAME	STREET ADDRESS (If none, so state)	CITY OR TOWN
Frank Bryson	No Street Address	Route 1, Arden, N. C.
Frank Burgin	"	Route 1, Horse Shoe, N. C.
Warren Calrens	"	Route 1, Horse Shoe, N. C.
David Brown	"	Route 1, Horse Shoe, N. C.
Grady Garland	"	Route 2, Fletcher, N. C.
John McLean	"	Route 1, Horse Shoe, N. C.
Steve Hunter	"	Route 1, Horse Shoe, N. C.

8. The names and addresses (including street and number, if any) of all the incorporators are:

NAME	STREET ADDRESS (If none, so state)	CITY OR TOWN
Robert B. Pryor	No Street Address	Route 2, Box 82, Fletcher, N. C.
George Moffitt	"	Route 1, Horse Shoe, N. C.
S. R. Cathey	"	Route 2, Fletcher, N. C.

9. In addition to the powers granted corporations under the laws of the State of North Carolina, the corporation shall have full power and authority to

Sec. Article 3, Supra.

10. * This corporation shall not declare or distribute any dividends to members. In the event of dissolution of the corporation, all assets which may be then held by the corporation shall be paid, transferred, and delivered to Mills River Community Center, Inc., Route 1, Horse Shoe, North Carolina, if in existence; if not, then to some other tax exempt, non-profit organization.

3.(b) (cont'd.) all types; to undertake and promote any worthy projects for the purpose of securing funds and to support financially from funds available any community endeavor or undertaking.

(c) To finance and borrow money on bond issues, to issue bonds for construction of improvements, and generally, to perform all acts which may be deemed necessary or expedient to issue bonds or to borrow money on bond issues, to purchase, lease, and otherwise acquire, hold, mortgage, convey, and otherwise dispose of all kinds of property, both real and personal, both in this state and in all states, territories, and dependencies of the United States, and generally, to perform all acts which may be deemed necessary or expedient for the proper and successful prosecution of the objects and purposes for which this corporation is created.

IN TESTIMONY WHEREOF, we have hereunto set our hands, this the 27 th. day
June, A.D. 1964.

Robert B. Pryor
George Moffitt
S. R. Oathey

STATE OF North Carolina
COUNTY OF Henderson

This is to certify that on the 27 day of June, A.D. 1964, before
me, a Notary Public personally appeared

Robert B. Pryor, George Moffitt and S. R. Oathey

who, I am satisfied, are the persons named in and who executed the foregoing Article of Incorporation, and I having first made known to them the contents thereof, they did each acknowledge that they signed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

In Testimony Whereof, I have hereunto set my hand and official seal, this the 27 day
of June, A.D. 1964

Mystie Greenwood
Notary Public

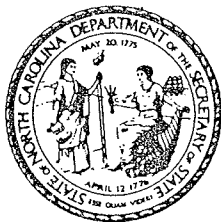
(L.S.)

My commission expires:
January 5, 1965

*Insert any provision desired to be included in the Articles of Incorporation such as: regulation of internal affairs of the corporation, any matters required to be set forth in the by-laws, etc. See chapter 56A of the General Statutes.

Filed and Ordered
recorded July 24-1964
Edith A. Kestely
act. c. s. c.

STATE OF NORTH CAROLINA



Department of The
Secretary of State

To all whom these presents shall come, Greetings:

I, Rufus L. Edmisten, *Secretary of State of the State of North Carolina*, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF AMENDMENT

OF

MILLS RIVER VOLUNTEER FIRE DEPARTMENT, INC.

Which changed its name to:

MILLS RIVER FIRE & RESCUE DEPARTMENT, INC.

the original of which was filed in this office on the 22nd day of December, 1995.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 22nd day of December, 1995.



Rufus L. Edmisten

Secretary of State

C - 95945

State of North Carolina
Department of the Secretary of State
ARTICLES OF AMENDMENT
NONPROFIT CORPORATION

FILED

145 pm
DEC 22 1995

EFFECTIVE 145 pm
RUFUS L. EDMISTEN
SECRETARY OF STATE
NORTH CAROLINA

355 5131

Pursuant to §55A-10-05 of the General Statutes of North Carolina, the undersigned corporation submits the following Articles of Amendment for the purpose of amending its Articles of Incorporation.

1. The name of the corporation is: Mills River Volunteer Fire Department, Inc.

2. The text of each amendment adopted is as follows (*state below or attach*):

That the name of the corporation be changed to:
Mills River Fire & Rescue Department, Inc.

3. The date of adoption of each amendment was as follows:

July 20, 1995

4. (*Check a, b, and/or c, as applicable*)

a. _____ The amendment(s) was (~~was~~) approved by a sufficient vote of the board of directors or incorporators, and member approval was not required because (*set forth a brief explanation of why member approval was not required*) _____

b. XX The amendment(s) was (~~was~~) approved by the members as required by Chapter 55A.

c. _____ Approval of the amendment(s) by some person or persons other than the members, the board, or the incorporators was required pursuant to N.C.G.S. §55A-10-30, and such approval was obtained.

5. These articles will be effective upon filing, unless a date and/or time is specified: _____

This is the 13th day of December, 1995

Mills River Fire & Rescue, Department
Name of Corporation

Howard B. Norton Pres
Signature

Howard B. Norton/President
Type or Print Name and Title

NOTES:

1. Filing fee is \$25. This document and one exact or conformed copy of these articles must be filed with the Secretary of State.

(Revised July 1994)

CORPORATIONS DIVISION

300 N. SALISBURY STREET

RALEIGH, NC 27603-5909

MILLS RIVER FIRE & RESCUE 2005 PHONE LIST

RADIO#	OFFICE	NAME	HOME	WORK/ PAGER/ CELL
1801 EMT	CHIEF(FFII)	GARY LIVINGSTON	684-8680	684-7197/ 687-4534/ 243-9571
1802 EMT	1 ST ASST. CHIEF (FFII)	GARY LIVINGSTON	891-7082	684-3501/ 681-3813
1803 EMT-P	2 ND ASST. CHIEF	DAVE FOWLER	891-7148	697-4825/ 681-6406
1806 EMT-I	1 ST CAPTAIN(FFII TRN.OFF)	WALTER BRYSON	890-0585	654-1423
1807	2 ND CAPTAIN(INSTR.II)	ALLAN CORTHELL	891-5568	681-6416
1808 EMT	3 RD CAPTAIN(FFII)	CHRIS BARBER	890-8120	684-0864/ 650-0184
1811 EMT-I	1 ST LT (INSTR.II)	RONNIE NESBITT	890-3772	650-5080
1812 EMT	2 ND LIEUTENANT	ADAM SITTON	891-1753	650-0106
1813 EMT	3 RD LIEUTENANT	STEVEN GARDNER	891-3405	650-3169/ 243-4849
1814 EMT-P	S. OFFICER(FFII INSTR.II)	SCOTT BURNETTE	684-9270	681-3814
1815 EMT	S. OFFICER(FF)	BRYAN ORR	890-1782	-----
1816	TRAFFIC OFF.(FFII)	CARL COLLINS	891-7855	650-1641
1817	TRAFFIC OFFICER	BRIAN BARNWELL	890-1876	650-0196
1879	TRAF.OFF.(FFII)	HAROLD SITTON	891-1753	684-7197/ 650-0068
1830	FIREFIGHTER	MARIA LAWING	891-3099	-----
1832 EMT-P	FIREFIGHTER	TANYA BRYSON	890-0585	697-4825/ 473-0352
1833	FIREFIGHTER	T.J.CAIRNES	890-3840	243-8521
1834	FIREFIGHTER	BRANDON MUNSEY	280-3005	-----
1836 EMT	FIREFIGHTER	MICHAEL HALL	891-2807	712-3771
1840 EMT	PUB.FIRE ED. OFFICER	JEANNIE PFEFFER	-----	687-5794/ 215-4897
1842 EMT-P	FIREFIGHTER II	CHRIS BALLINGER	890-5479	697-4825/ 654-5828
1844	FIREFIGHTER	BRIAN HANEY	891-4034	650-0107
1845	FIREFIGHTER	MARIE BRYSON	-----	-----
1846	FIREFIGHTER	CHRIS CLAYTON	890-2480	650-3235
1847	FIREFIGHTER	JENNIFER CAIRNES	890-3840	243-7396
1848	FIREFIGHTER	DONNIE GOODE	891-3223	650-1197/ 699-0200
1849	FIREFIGHTER	CRYSTAL GARDNER	890-4684	650-0570
1860 EMT	FIREFIGHTER	DAN STANHOFF	891-1540	-----
1861 EMT	FIREFIGHTER II	MOLLY HOVER	698-3633	697-3024/ 681-3024
1862	FIREFIGHTER II	TOM SOUTHER	891-7628	650-1564
1864	FIREFIGHTER II	JOE FOWLER	891-7066	-----
1867 EMT-P	FIREFIGHTER II	JIM SITTON	891-4314	681-6412
1868	FIREFIGHTER	JOSEPH GARDNER	890-4684	-----
1869	FIREFIGHTER II	BOB MOORE	891-7663	693-4968
1870 EMT	FIREFIGHTER	CHAD ALLEN	-----	693-5849/ 650-0545/ 779-8900
1871 EMT	FFII (INSTR.II)	BILLY PFEFFER	-----	681-3962
1872 EMT	FIREFIGHTER II	CLYDE BRYSON	891-3151	891-7959/ 650-1559
1873	FIREFIGHTER II	CARROLL WHITAKER	891-3197	674-4652
1874	FIREFIGHTER	FRED EDWARDS	684-8722	890-2835/ 650-1639
1875	FIREFIGHTER	RALPH MOORE	891-7663	693-4968
1877 EMT-P/RN	FIREFIGHTER II	MIKE BARNETT	891-5622	213-0913
1878	FIREFIGHTER II	ROGER SNYDER	891-9864	681-3817
1881	FIREFIGHTER II	MARK RILEY	891-7927	473-0685
1883 MD	FIREFIGHTER	H.B. NORTON	891-7772	650-1824
1884	FIREFIGHTER	ERIC HANEY	891-4034	-----
1887	FIREFIGHTER	LARRY LANGWAY	684-8288	254-1953
1888	FIREFIGHTER II	RAY BRYSON	891-4455	-----
1890	FIREFIGHTER	CRYSTAL RILEY	891-7927	650-3177
1891	FIREFIGHTER II	JUD STEWART	891-4506	681-6801
1892	FIREFIGHTER II	JERRY MOORE	891-2798	693-4968/ 681-6979
1893 EMT	FIREFIGHTER	PHILLIP WHITAKER	890-1757	329-2765
1894	FIREFIGHTER	PAUL METCALF	891-4452	891-4116
1895 EMT	FIREFIGHTER II	MATT BRYSON	-----	654-1215
1896 EMT	FIREFIGHTER	JENNIFER PRESSLEY	891-1942	674-9098
1897 EMT	FIREFIGHTER II	CHRIS SITTON	891-5662	687-5882
	JR. FIREFIGHTER	JASON LIVINGSTON	684-8680	778-7174
	JR. FIREFIGHTER	BETH TORRES	-----	650-0092/ 779- 8901
	JR. FIREFIGHTER	ASHLEY BRYSON	891-3151	650-1890/ 243-1545
	JR. FIREFIGHTER	ANDREW LIVINGSTON	684-8680	778-7173
	JR. FIREFIGHTER	KARLTON GLENN	891-2370	-----
LINE #1	891-7959	MILLS RIVER TOWN HALL	890-2901	
LINE #2	891-1798	MILLS RIVER TOWN HALL FAX	890-2903	
LINE #3 FAX/COMP	891-1490	CENTRAL FAX	697-4759	
STATION 2	654-8158	WALLY HOLLIS	654-1453P	
EMAIL	mrfd@mchsi.com	DOT MAINTENANCE SHED	694-7971	

State of North Carolina

Office of Emergency
Medical Services



Medical Care
Commission

Department of Health and Human Services
Division of Facility Services


Having met the requirements of North Carolina General Statute 131E-155.1 and the rules of the North Carolina Medical Care Commission for the licensing of ambulance providers,

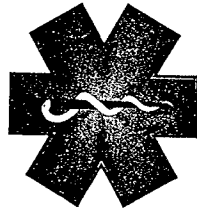
MILLS RIVER FIRE & RESCUE, INC.


is hereby issued an

Ambulance Provider License

This License, Number 1391, expires the last day of January, 2009


Drexel Pratt, Chief
Office of Emergency Medical Services




Medical Care
Commission

	BUDGET 2004	Year to Date	Budget 2005	
BEG. BALANCE	\$28,421.25			
INCOME				
<i>Donations:</i>				
EMT Donations		\$25.00		
Fire Donations		\$130.00		
Fire Prevention		\$50.00		
<i>Misc. Income</i>				
Equip. Sales				
Fema Grant		\$30,221.00		
Land of Sky Grant				
Miscellaneous		\$380.00		
Sales Tax				
Tran. Reg. Sav.				
<i>Refunds</i>				
1850		\$863.50		
Communications		\$4,132.00		
Construction				
Dial Pagers		\$57.46		
FEMA		\$2,940.00		
Firefighting		\$335.00		
Maintenance				
Miscellaneous		\$145.00		
Training		\$634.90		
<i>Tax Income</i>				
Fire Tax H.C.		\$72,506.70	\$70,000.00	
Fletcher		\$66,337.12	\$66,000.00	
Mills River		\$411,332.89	\$300,000.00	
TOTAL INCOME	\$402,000.00	\$590,253.95	\$433,000.00	
EXPENSES				
<i>Building</i>				
Cable TV	\$600.00	\$597.35	\$700.00	
Construction	\$65,000.00	\$120,968.23		
Electricity	\$5,000.00	\$3,089.78	\$5,000.00	
Garbage	\$1,500.00	\$1,174.82	\$1,500.00	
Gas	\$1,500.00	\$978.62	\$1,500.00	
Maintenance	\$13,000.00	\$31,758.20	\$15,000.00	
Nat. Gas	\$3,000.00	\$1,789.00	\$3,000.00	
Propane	\$1,000.00	\$615.70	\$1,500.00	
Telephone	\$3,500.00	\$2,064.65	\$3,500.00	
Water	\$250.00	\$111.80	\$300.00	
<i>General Expense</i>				
Auditor	\$1,500.00	\$500.00	\$1,500.00	
Cell-phone	\$2,500.00	\$1,380.35	\$3,000.00	
Contr. Labor	\$3,000.00	\$3,120.00	\$6,000.00	
Dial Pagers	\$4,500.00	\$4,051.36	\$5,000.00	
Dues	\$2,000.00	\$919.00	\$2,000.00	
Fuel Reimbursement			\$9,000.00	
Insurance	\$25,000.00	\$27,500.36	\$30,000.00	
Interest	\$5,000.00	\$2,042.73	\$5,000.00	
Miscellaneous	\$5,000.00	\$4,159.28	\$5,000.00	
Office Supplies	\$7,500.00	\$7,880.32	\$8,000.00	
Payroll	\$50,000.00	\$30,000.00	\$60,000.00	
Physicals	\$9,600.00	\$6,252.00	\$8,000.00	
Postage	\$500.00	\$311.43	\$500.00	
Principal	\$50,000.00	\$29,383.97	\$50,000.00	Future Land Purchase
<i>Program Expense</i>				
Communications	\$12,000.00	\$13,195.04	\$13,000.00	
EMT	\$13,000.00	\$15,072.16	\$15,000.00	
Fire Prevention	\$4,500.00	\$6,170.00	\$7,000.00	
Firefighting	\$17,000.00	\$53,067.89	\$28,000.00	Extr. Equip & Haz. Mat
Personal Gear	\$3,000.00	\$3,905.83	\$4,000.00	
Preplan (Mapping)	\$2,000.00		\$2,000.00	
Training	\$13,000.00	\$7,128.87	\$13,000.00	
Turnout Gear	\$17,000.00	\$24,346.74	\$20,000.00	
<i>Sub Station</i>				
Electricity	\$2,500.00	\$927.54	\$2,500.00	
Insurance	\$2,500.00		\$3,500.00	
Maintenance	\$3,000.00	\$1,222.04	\$5,000.00	
Propane	\$3,000.00	\$3,606.43	\$4,000.00	
Telephone	\$1,500.00	\$855.65	\$1,500.00	
Water & Sewer	\$1,200.00	\$120.66	\$1,000.00	
<i>Truck Maintenance</i>				
1850	\$1,000.00	\$1,272.81	\$2,000.00	
1851	\$2,000.00	\$1,082.16	\$2,000.00	

1852	\$2,000.00	\$1,243.01	\$2,000.00
1853	\$3,000.00	\$2,245.73	\$3,000.00
1854	\$2,000.00	\$1,426.68	\$2,000.00
1855	\$2,000.00	\$1,369.90	\$2,000.00
1856	\$2,000.00	\$303.90	\$2,000.00
1857	\$2,000.00	\$9.10	\$2,000.00
185'	\$2,000.00	\$2,328.32	\$3,000.00
1859	\$2,000.00	\$395.43	\$2,000.00
Truck 18		\$4,266.75	\$2,000.00
Boat	\$1,000.00		\$1,000.00
Car	\$1,000.00	\$508.36	\$2,000.00
Diesel Fuel	\$2,500.00	\$2,799.36	\$3,500.00
FP Trailer	\$1,000.00	\$36,134.30	\$1,000.00
Gasoline	\$2,000.00	\$1,879.35	\$2,000.00
Misc. Vehicle	\$2,500.00	\$1,612.76	\$2,500.00
Motor Oil	\$300.00		\$300.00
New Truck Replacement	\$30,000.00		\$30,000.00
TOTAL EXPENSES	\$362,050.00	\$489,380.72	\$410,800.00
2005 BUDGET APPROVED BY MEMBERSHIP 2/07/05			

MILLS RIVER FIRE & RESCUE BUDGET 2004

	Budget 2003	Year to Date	Budget 2004
BEG. BALANCE			\$28,421.25
INCOME			
Donations:			
EMT Donations		\$55.00	
Fire Donations		\$1,010.00	
Misc. Income			
Equip. Sales			
FEMA Grant		\$10,000.00	
Land Sky Grant		\$1,000.00	
Miscellaneous		\$3,860.00	
Trans. Reg. Sav.		\$275,000.00	
Sales Tax		\$2,518.84	
Refunds			
1851		\$126.96	
1854		\$320.63	
Communications			
Dial Pagers		\$230.00	
Firefighting			
Gasoline			
Insurance			
Maintenance		\$36.41	
Miscellaneous		\$7.32	
Training		\$61.67	
Tax Income			
Fire Tax	\$383,000.00	\$63,032.00	
Fletcher	\$74,960.00	\$70,522.39	
TOTAL INCOME	\$457,960.00	\$427,781.22	\$402,000.00
EXPENSES			
Building			
Cable		\$191.20	\$600.00
Construction		\$144,651.46	\$65,000.00
Electricity	\$5,000.00	\$3,852.50	\$5,000.00
Garbage	\$1,500.00	\$1,138.76	\$1,500.00
Generator	\$1,500.00	\$225.00	\$1,500.00
Maintenance	\$14,000.00	\$26,291.74	\$13,000.00
Nat. Gas	\$2,800.00	\$1,843.39	\$3,000.00
Propane	\$1,500.00	\$451.44	\$1,000.00
Telephone	\$3,500.00	\$2,509.76	\$3,500.00
Water	\$250.00	\$129.84	\$250.00
General Expense			
Auditor	\$1,500.00	\$540.00	\$1,500.00
Cell-phone	\$2,000.00	\$2,024.34	\$2,500.00
Contr. Labor	\$3,000.00	\$2,250.00	\$3,000.00
Dial Pagers	\$3,500.00	\$3,144.95	\$4,500.00
Dues	\$1,500.00	\$1,962.00	\$2,000.00
Insurance	\$25,000.00	\$22,446.95	\$25,000.00
Interest	\$5,000.00	\$2,042.73	\$5,000.00
Miscellaneous	\$15,000.00	\$3,070.01	\$5,000.00
Office Supplies	\$7,500.00	\$8,369.06	\$7,500.00
Payroll	\$50,000.00	\$30,000.00	\$50,000.00
Physicals		\$6,330.00	\$9,600.00
Postage	\$500.00	\$258.99	\$500.00
Principal	\$80,000.00	\$29,383.97	\$50,000.00
Program Expense			
Communications	\$11,000.00	\$15,003.37	\$12,000.00
Emt	\$10,000.00	\$3,750.41	\$13,000.00
Fire Prevention	\$4,500.00	\$2,721.66	\$5,000.00
Firefighting	\$22,000.00	\$56,270.72	\$17,000.00
Personal Gear	\$5,000.00	\$1,787.34	\$3,000.00
Preplan	\$500.00	\$512.83	\$2,000.00
Training	\$6,500.00	\$6,185.22	\$13,000.00
Turnout Gear	\$10,000.00	\$19,588.27	\$17,000.00
Sub Station			
Electricity			\$2,500.00
Garbage			\$1,200.00
Insurance Bldg			\$2,500.00

MILLS RIVER FIRE & RESCUE BUDGET 2004

Maintenance			\$3,000.00	
Propane			\$3,000.00	
Telephone			\$1,500.00	
Water & Sewer			\$1,200.00	
Truck Maintenance				
1850	\$1,000.00	\$157.62	\$1,000.00	
1851	\$2,000.00	\$1,125.73	\$2,000.00	
1852	\$2,000.00	\$1,094.48	\$2,000.00	
1853	\$3,000.00	\$1,056.96	\$3,000.00	
1854	\$2,000.00	\$1,404.11	\$2,000.00	
1855	\$2,000.00	\$1,987.78	\$2,000.00	
1856	\$1,500.00	\$1,337.53	\$2,000.00	
1857	\$1,500.00	\$1,459.89	\$2,000.00	
1858	\$1,500.00	\$1,727.16	\$2,000.00	
1859	\$1,500.00	\$309.10	\$2,000.00	
Boat	\$1,000.00	\$2,870.25	\$1,000.00	
Car	\$1,000.00	\$291.60	\$1,000.00	
Diesel Fuel	\$3,500.00	\$1,066.79	\$2,500.00	
FP Trailer			\$1,000.00	
Gasoline	\$2,000.00	\$1,509.86	\$2,000.00	
Misc. Vehicle	\$2,000.00	\$2,329.84	\$2,500.00	
Motor Oil	\$300.00	\$0.00	\$300.00	
New Truck Replacement	\$30,000.00	\$30,000.00	\$30,000.00	
TOTAL EXPENSES	\$361,350.00	\$428,810.47	\$362,050.00	
Budget approved by membership 2/9/04!!				

Mills River Fire Department

Unit Response Time Analysis

Alarm Date Between {01/01/2004} And {12/31/2004}

Response		Count	Percentage
Hrs	Mins		
<	01	52	4.5%
	01	84	7.3%
	02	123	10.7%
	03	153	13.3%
	04	152	13.2%
	05	124	10.7%
	06	119	10.3%
	07	74	6.4%
	08	38	3.3%
	09	34	2.9%
	10	41	3.5%
	11	35	3.0%
	12	25	2.1%
	13	20	1.7%
	14	25	2.1%
	15	14	1.2%
	16	9	0.7%
	17	1	0.0%
	18	4	0.3%
	19	3	0.2%

Mills River Fire Department

Unit Response Time Analysis

Alarm Date Between {01/01/2004} And {12/31/2004}

Response		Count	Percentage
Hrs	Mins		
	20	4	0.3%
	21	1	0.0%
	22	2	0.1%
	23	4	0.3%
	26	1	0.0%
	31	1	0.0%
	32	2	0.1%
	33	3	0.2%
01	04	1	0.0%

Overall Average Response Time: 00:05:44

Mills River Fire Department

Unit Response Time Analysis

Alarm Date Between {01/01/2005} And {05/28/2005}

Response		Count	Percentage
Hrs	Mins		
	< 01	40	6.8%
	01	27	4.5%
	02	55	9.3%
	03	67	11.4%
	04	61	10.3%
	05	93	15.8%
	06	77	13.1%
	07	57	9.7%
	08	28	4.7%
	09	17	2.8%
	10	10	1.7%
	11	14	2.3%
	12	6	1.0%
	13	11	1.8%
	15	1	0.1%
	16	11	1.8%
	19	6	1.0%
	30	1	0.1%
	33	2	0.3%
03	53	3	0.5%

Overall Average Response Time: 00:06:34

Chapter 87, EMERGENCY MEDICAL SERVICES

[HISTORY: Adopted by the Board of Commissioners of Henderson County 1-19-1983; amended in its entirety 5-17-1995. Amendments noted where applicable.]

GENERAL REFERENCES

Nonemergency transport service franchise -- See Ch. 401.

§ 87-1. Definitions.

Unless the context otherwise requires, the following definitions shall apply in the interpretation and enforcement of this chapter:

AMBULANCE -- Any privately or publicly owned motor vehicle, aircraft or vessel that is specially designed, constructed or modified and equipped and is intended to be used for and is maintained or operated for the transportation on the streets or highways, waterways or airways of this county of persons who are sick, injured, wounded or otherwise incapacitated or helpless and that is permitted by the Department of Human Resources, Division of Facility Services, Office of Emergency Medical Services.^{EN(1)}

AMBULANCE ATTENDANT -- An individual who has completed a training program in emergency medical care and first aid approved by the North Carolina Office of Emergency Medical Services (NCOEMS) and has been certified as an ambulance attendant by NCOEMS.^{EN(2)}

AMBULANCE PROVIDER LICENSE -- The legal authorization issued by NCOEMS for a person, firm, corporation or association to operate an ambulance service within a specified geographical service area which includes the areas of Henderson County that a franchisee is authorized to serve under the terms of the franchise.^{EN(3)}

AMBULANCE SERVICE -- A public or privately owned enterprise that is engaged in the transportation of patients to emergency and/or nonemergency medical facilities.

APPROVED -- Approved by the North Carolina Medical Care Commission pursuant to the latter's rules and regulations promulgated under N.C.G.S. 143B-165.^{EN(4)}

BACKUP AMBULANCE SERVICE -- The system of personnel and equipment meeting the same criteria as ambulance service but not normally dispatched at first-call response.

COUNTY -- The County of Henderson Board of Commissioners or designated representative.

DISPATCHER -- A person who is available at all times to receive requests for emergency services, to dispatch emergency services and to advise the city police, County Sheriff and

emergency medical facilities of any existing or threatened emergencies.

EMERGENCY and EMERGENCY TRANSPORTATION SERVICE -- The operation of an ambulance in order to provide medical care and transportation of a patient who is in need of immediate medical treatment in order to prevent loss of life or further aggravation of physiological or psychological illness or injury.

EMERGENCY MEDICAL TECHNICIAN -- An individual who has completed a training program in emergency medical care at least equal to the National Standard Training Program for emergency medical technicians as defined by the United States Department of Transportation and has been certified as an emergency medical technician by NCOEMS.^{EN(5)}

FIRST RESPONDER -- The first dispatched medical or rescue aid to arrive at the scene and provide emergency medical assistance to stabilize the patient while waiting for further medical aid and/or transport.

FRANCHISE -- A permit issued by the county to a person for the operation of an ambulance service.

FRANCHISEE -- Any person having been issued a franchise by the county for the operation of an ambulance service.

LICENSE -- Any driver's license or permit to operate a motor vehicle issued under or granted by the laws of the State of North Carolina.

NONEMERGENCY TRANSPORTATION SERVICES -- The operation of an ambulance for any purpose other than an emergency.

OPERATOR -- A person in actual physical control of an ambulance which is in motion or which has the engine running.

OWNER -- Any person or entity who or which owns and operates an ambulance service.

PATIENT -- An individual who is sick, injured, wounded or otherwise incapacitated or helpless such that the need for some medical assistance might be anticipated.^{EN(6)}

PERSON -- Any individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose or organization of any kind, including any governmental agency other than the United States.

RESCUE -- Situations where the victim cannot escape an area through the normal exit or under his own power.

§ 87-2. Franchise required.

A. No person, either as owner, agent or otherwise, shall furnish, operate, conduct, maintain,

advertise or otherwise be engaged in or profess to be engaged in the business or service of emergency and/or nonemergency transportation of patients within the County of Henderson unless the person holds a valid permit for each ambulance used in such business or service issued by the Office of Emergency Medical Services of the North Carolina Department of Human Resources and an ambulance provider license and has been granted a franchise for the operation of such business or service by the county pursuant to this chapter.^{EN(7)}

- B. No person shall drive, attend or permit a vehicle to be operated for ambulance purposes within the County of Henderson unless he or she holds a currently valid certificate as an ambulance attendant or emergency medical technician issued by the State of North Carolina.
- C. No franchise shall be required for:
 - (1) Any entity rendering assistance to a franchised ambulance service in the case of a major catastrophe or emergency for which the services franchised by the County of Henderson are insufficient or with which the services franchised by the County of Henderson are unable to cope.^{EN(8)}
 - (2) Any entity operated from a location or headquarters outside of the County of Henderson in order to transport patients who are picked up beyond the limits of the County of Henderson, but no such entity shall be used to pick up patients within the County of Henderson for transporting to locations within the County of Henderson or other locations unless it is rendering assistance as referred to in Subsection C(1) above.
 - (3) Law enforcement personnel.
 - (4) County-owned and -operated ambulances.

§ 87-3. Franchise application.

Application for a franchise to operate ambulances in the County of Henderson shall be made upon such forms as may be prepared or prescribed by the county and shall contain:

- A. The name and address of the applicant and of the owner of the ambulance.
- B. The trade or other fictitious names, if any, under which the applicant does business along with a certified copy of an assumed name certificate stating such name or articles of incorporation stating such name.
- C. A resume of the training and experience of the applicant in the transportation and care of patients.
- D. A description and copy of state certification for each ambulance owned and operated by the applicant.

- E. A description and copy of the ambulance provider license issued by NCOEMS.^{EN(9)}
- F. The location and description of the place from which it is intended to operate.
- G. An audited financial statement of the applicant as the same pertains to the operations in the County of Henderson, said financial statement to be in such form and in such detail as may be required by the county.
- H. A description of the applicant's capability to provide twenty-four-hour coverage, seven days per week, for the district covered by the franchise applied for and an accurate estimate of the minimum and maximum time for a response call within such districts.
- I. Any information the county shall deem reasonably necessary for a fair determination of the capability of the applicant to provide ambulance service in the County of Henderson in accordance with the requirements of state laws and the provisions of this regulation.

§ 87-4. Grant of franchise.

- A. Prior to accepting applications from applicants for the operation of an ambulance service, the Board of Commissioners may designate specific service areas as franchise districts. Said districts will be established on criteria that include geographic size, road access, the location of existing medical transportation services, population and response time. The Board of Commissioners shall have the authority to redistrict or rearrange existing districts at any time at its discretion.
- B. An applicant may apply for a franchise to operate either emergency transportation service or nonemergency transportation service. If both types of service are to be provided, separate applications must be filed for each type.
- C. Upon receipt of an application for a franchise, the county shall schedule a time and place for hearing the applicant. Within 30 days after the hearing, the county shall cause such investigation as it may deem necessary to be made of the applicant and his proposed operations.
- D. A franchise may be granted if the county finds that:
 - (1) The public convenience and necessity require the proposed ambulance service.
 - (2) Each such ambulance of the applicant, his required equipment and the premises designated in the application have been certified by the county and the State of North Carolina.
 - (3) Only duly licensed ambulance attendants and emergency medical technicians are employed in such capacities.

§ 87-5. Term of franchise.

- A. The county may issue a franchise hereunder to an owner of an ambulance service, to be valid for a term to be determined by the county, provided that either, as its option, may terminate the franchise upon 60 days' prior written notice to the other party. After a notice of service termination is given, the ambulance service shall reapply for a franchise if continued service is desired.
- B. If any franchisee shall violate or fail to comply with any provision of this chapter or a franchise issued hereunder, said franchisee shall be cited by the county for said violation or failure to comply. The county, after a hearing pursuant to the citation, may impose a civil penalty as provided in § 87-13 hereinafter or may suspend or revoke the franchise. If, upon such hearing, the county shall find that the franchisee has corrected any deficiencies and has brought his operation into compliance with the provisions of this chapter, the franchise shall not be suspended or revoked, but a civil penalty as provided in § 87-13 hereinafter may be imposed.^{EN(10)}
- C. Upon suspension, revocation or termination of a franchise granted hereunder, such franchised ambulance service immediately shall cease operations. Upon suspension, revocation or termination of a driver's license or attendant's certificate or emergency medical technician certificate, such person shall cease to drive an ambulance or provide medical care in conjunction with an ambulance service or attend an ambulance, and no person shall employ or permit such individual to drive an ambulance or provide medical care in conjunction with an ambulance service.

§ 87-6. Operation of franchise; sale or transfer.

- A. Each franchised ambulance service shall comply at all times with the requirements of this chapter, the franchise granted hereunder and all applicable state and local laws relating to health, sanitation, safety, equipment and ambulance design and all other laws and ordinances.
- B. Prior approval of the county shall be required where ownership or control of more than 10% of the right of control of the franchisee is acquired by a person or group of persons acting in concert, none of whom own or control 10% or more of such right of control, singularly or collectively, at the date of the franchise. By its acceptance of the franchise, the franchisee specifically agrees that any such acquisition occurring without prior approval of the county shall constitute a violation of the franchise by the franchisee and shall be cause for termination at the option of the county.
- C. Any change of ownership of a franchised ambulance service without the approval of the county shall terminate the franchise and shall require a new application and a new franchise and conformance with all the requirements of this chapter as upon original franchising.

- D. No franchise may be sold, assigned, mortgaged or otherwise transferred without the approval of the county and a finding of conformance with all requirements of this chapter as upon original franchising. Each franchised ambulance service, its equipment and the premises designated in the application, and all records relating to its maintenance and operation, as such, shall be open to inspection by the state, the county or their designated representatives.
- E. No official entry made upon a franchise may be defeated, removed or obliterated.

§ 87-7. Drivers and attendants.^{EN(11)}

Standards for drivers and attendants as developed by the North Carolina Medical Care Commission as requirements for certification of ambulance attendants and emergency medical technicians pursuant to North Carolina General Statutes Chapter 131E, Article 7, and Chapter 143, Article 56, shall be applied, and the same are incorporated herein by reference.

§ 87-8. Vehicles and equipment.^{EN(12)}

Vehicle and equipment standards as developed by the North Carolina Medical Care Commission pursuant to North Carolina General Statutes Chapter 131E, Article 7, and Chapter 143, Article 56, shall be applied, and the same are incorporated herein by reference.

§ 87-9. Communications.

- A. Each ambulance must be equipped with a two-way VHF radio licensed by the Federal Communications Commission which must be in operative condition at all times.
- B. Each ambulance service shall provide the county a copy of the Federal Communications Commission license authorizing the use of the communication equipment owned and operated by that service.
- C. Each base of operations must have at least one open telephone line. Telephone numbers must be registered with each law enforcement agency and communications center in the County of Henderson.

§ 87-10. Insurance.

No ambulance franchise shall be issued under this chapter, nor shall such franchise be valid after issuance, nor shall any ambulance be operated in the County of Henderson, unless there is at all times in force and effect insurance coverage, issued by an insurance company licensed to do business in the State of North Carolina, for each and every ambulance owned and/or operated by

or for the ambulance service providing the payment of damages:

- A. In the sum of no less than \$1,000,000 for injury to or death of individuals in accidents resulting from any cause for which the owner of said vehicle would be liable on account of liability imposed on him by law, regardless of whether the ambulance was being driven by the owner or his agent; and
- B. In the sum of \$1,000,000 for the loss of or damage to the property of another, including personal property, under like circumstances, in sums as may be required by the State of North Carolina or as approved by the County of Henderson. [Amended 11-18-1998]

§ 87-11. Records.

Each franchisee shall maintain the following records:

- A. Record of dispatch, which shall show the time the call was received, the time the ambulance dispatched, the time arrived on the scene, the time arrived at destination, the time in service and the time returned to base.
- B. Trip record, which shall state all information required in Subsection A, in addition to the patient's address and telephone number, condition of the patient, type of medical assistance administered before reaching the hospital, total trip miles, schedule of charges and the name of the attendant and the driver. The trip record shall be so designated as to provide the patient with a copy thereof containing all required information. A copy of the trip record may serve as a receipt for any charges made.
- C. Daily report log, which shall be maintained for the purpose of identifying more than one person transported in any one day.
- D. Daily driver and attendant checklist and inspection report, which shall list contents and description of operations for each vehicle, signed by the individual verifying vehicle operations and equipment.
- E. Monthly activities report, which shall be submitted as requested to the Henderson County Department of Emergency Medical Services. [Amended 11-18-1998]

§ 87-12. Rates and charges.

- A. The franchisee must keep on file with the Henderson County Office of Emergency Medical Services its current rate schedule for services provided in accordance with the franchise. The franchisee is expressly prohibited from charging any rate of service that exceeds the comparable rate of service charged by Henderson County without first obtaining specific approval from the Henderson County Board of Commissioners. [Amended 7-26-2000]

- B. No ambulance service shall attempt to collect rates on emergency calls until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the ambulance service, but such service may attempt to collect rates with the family or guardian of the patient once the patient is in the process of receiving medical attention.
- C. On nonemergency calls, or calls where a person requires transportation to a nonemergency facility, attempts to collect payment can be made before the ambulance begins its trip.

§ 87-13. Violations and penalties. [Amended 11-18-1998]

Violation of this chapter, or the terms of any franchise granted hereunder, shall be subject to the penalties set forth in Chapter 1, General Provisions, Article II.

§ 87-14. Enforcement.

The Henderson County Office of Emergency Medical Services shall be the enforcing agency for the regulations contained in this chapter. Such office will:

- A. Receive all franchise proposals from potential providers.
- B. Study each proposal for conformance with this chapter.
- C. Recommend to the Board of Commissioners the award of the franchise(s) to the applicant(s) submitting the best proposal(s).
- D. Inspect the premises, vehicles, equipment and personnel of franchisees to assure compliance with this chapter and perform any other inspections that may be required.
- E. Recommend the temporary or permanent suspension of a franchise in the event of noncompliance with the franchise terms of this chapter.
- F. Recommend the imposition of misdemeanor or civil penalties as provided therein.
- G. Ensure by cooperative agreement with other ambulance services the continued service in a district where an ambulance service franchise has been suspended.
- H. Receive monthly reports from ambulance services and consolidate the same into a quarterly summary for review by the Board of Commissioners.
- I. Receive complaints from the public, other enforcing agencies and ambulance services regarding franchise infractions and review the complaint with the Board of Commissioners by monthly written report.

- J. Recommend improvements to the county which will ensure better medical transportation.
- K. Maintain all records required by this chapter and other applicable county regulations.

§ 87-15. Territorial jurisdiction.

The provisions of this chapter shall apply in both the incorporated and unincorporated areas within the geographic confines of the County of Henderson.

§ 87-16. Inspections.

The county may inspect a franchisee's records, premises and equipment at any time in order to ensure compliance with this chapter and any franchise granted hereunder.

§ 87-17. Amendments.

The Board of Commissioners of the County of Henderson may, through appropriate actions, amend or expand this chapter to include other emergency departments or agencies as deemed necessary.