

AGENDA
Cleburne County Quorum Court
Thursday, July 8, 2021
6:00 p.m.
Cleburne County Court Building
922 South 9th Street
Heber Springs, AR 72543

1. **Call to Order, Roll Call:**
2. **Reading, Correction, and Disposition of Minutes:**
3. **Report of Treasurer:**
4. **Report of Committees:**
 - a. Jail Committee-**JP Evans**
 - b. Ambulance Committee-**JP Foust**
5. **Unfinished Business:**
 - a. Proposed Ordinance No. 2021-Traffic Ordinance-**JP Pearson** (3rd reading)
 - b. **New Business:**
 - a. Federal Audit-**Judge Holmes**
 - b. Proposed Ordinance No. 2021-Sheriff's Office Grant Appropriation-**JP Malone**
 - c. Proposed Ordinance No. 2021-Sand Wedge Private Club Permit-**JP Henegar**
 - d. Proposed Ordinance No. 2021-Ambulance Service Contract-**JP Foust**
 - e. Proposed Ordinance No. 2021-Appropriate Funds for County Wide Ambulance Service-**JP Foust**
 - c. **Comments from the Public:**
 - d. **Announcements:**
 - a. Next Regular Quorum Court Meeting Thursday, August 12, 2021.
 - e. **Adjournment:**

CLEBURNE COUNTY QUORUM COURT JOURNAL OF PROCEEDINGS

June 10, 2021

The Cleburne County Quorum Court met in regular session in the County Court Building, 922 South 9th Street, Heber Springs, Arkansas. The meeting was called to order at 6:00 p.m. County Judge Jerry Holmes presided. PRESENT: Pearson, Henegar, Caldwell, Blackburn, Malone, Evans, Martin, Foust, Tamburo, Roberts, Owens. ABSENT: None

READING, CORRECTION, AND DISPOSITION OF MINUTES:

Motion was made by JP Caldwell to approve the minutes of the May 13, 2021, regular meeting, seconded by JP Martin. Voice vote, motion carried.

REPORT OF TREASURER:

Motion was made by JP Malone to accept the Treasurer's report, seconded by JP Martin. Voice vote, motion carried.

REPORT OF COMMITTEES:

Jail Committee: JP Evans reported the committee did not meet in May and is still waiting on information from the company. A meeting is set for June 16, 2021, at 8:30 a.m. in the Judge's Office.

Ambulance Committee: JP Foust reported the third draft of Ambulance Contract was sent out. Another committee meeting will be set to try to get a tighter contract to bring to the next QC meeting. A lengthy discussion followed most of which was regarding the Franchise between the City of Heber Springs and Survival Flight, and how that could possibly affect ambulance coverage for Cleburne County.

UNFINISHED BUSINESS:

Proposed Ordinance No. 2021-Traffic Ordinance

JP Pearson placed an Ordinance on the Second Reading: **BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE FOR THE ESTABLISHMENT OF CERTAIN DRIVING VIOLATIONS AND PENALTIES TO BE IMPOSED UPON CONVICTION".**

JP Pearson read the Ordinance by title. Proposed Ordinance will be placed on the July 2021 Agenda for third and final reading.

NEW BUSINESS:

Judge Holmes informed the Quorum Court of the disposal of county property. The Orders of disposal are filed in the Cleburne County Clerk's office.

COMMENTS FROM THE PUBLIC:

ANNOUNCEMENTS:

- Judge Holmes introduced the new County Extension Officer, Amy Heck.
- The next regular Quorum Court meeting will be held Thursday, July 8, 2021.

ADJOURNMENT:

JP Caldwell made motion to adjourn, seconded by JP Martin. Meeting adjourned at 6:50 p.m.

ATTESTED:

Rachelle Evans, Cleburne County Clerk

This _____ day of _____ 2021

Book _____ Page(s) _____

PROPOSED ORDINANCE NO. 2021-TRAFFIC ORDINANCE

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: “AN ORDINANCE FOR THE ESTABLISHMENT OF CERTAIN DRIVING VIOLATIONS AND PENALTIES TO BE IMPOSED UPON CONVICTION”.

WHEREAS, the Quorum Court recognizes the importance of safe driving and need for a continuing effort to ensure the safety and welfare of those who travel in Cleburne County and recognizes certain violations will transpire as listed in Chapter 27 of the Arkansas State Code and pursuant to Act 300 of 1977 codified at A.C.A. [27-51-101](#);

WHEREAS, the Quorum Court, is in support of the operations to hold accountable violators of traffic laws applicable to Cleburne County, and pursuant to statutory authority Arkansas State Codes [14-20-101](#) and [14-14-809](#); this Court directs the following:

NOW THEREFORE, BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, ARKANSAS:

Section 1: Definitions

As used in this section, unless the context otherwise requires:

- (1) “Local authorities” means all officers in and of Cleburne County, cities, villages, incorporated towns, or townships; and
- (2) “Public highways” means any highway, county road, state road, public street, avenue, alley, park, parkway, public driveway, or any other public road or private road used by the public or public place in Cleburne County and any, city, village, or incorporated towns within Cleburne County.

Section 2: Violations and Fines

- (1) Any person violating the provisions of this ordinance, except as otherwise provided in this ordinance, upon conviction, be fined as provided by the provisions of this ordinance.
- (2)(a) Any offender who shall have been found guilty of any violation of any section of this ordinance shall be fined and any who shall within six (6) months thereafter be convicted of a second violation of such section, may be fined a sum not exceeding double the penalty provided for in this ordinance for a first violation.
- (b) For a third conviction and subsequent violation of a section within six (6) months after the date of such violation, he or she may be fined a sum not exceeding triple the penalty provided for in this ordinance for a first violation.
- (3) Any person convicted of violating this ordinance may in addition to other mandated cost, be fined and ordered to complete a period or periods of community service. The sum of the fine for a first offense is not to exceed three hundred dollars (\$300.00) and/or eight (8) hours of community service, or both, at the discretion of the court.
- (4) All fines imposed for the violation of any of the provisions of this ordinance shall be collected and deposited with the County Treasurer to be divided as follows: Fifty percent (50%) of the proceeds shall be deposited into the Cleburne County General Fund. The remaining fifty percent (50%) shall be deposited into the newly established Rural Fire Departments Fund for equal dispersion to the Cleburne County volunteer fire departments, excluding Heber Springs Fire department.

Section 3: Careless or Imprudent Driving Violations

- (1) It shall be unlawful for any person to drive or operate any vehicle in such a careless manner as to evidence a failure to keep a proper lookout for other traffic, vehicular or otherwise, or in such a manner as to evidence a failure to maintain proper control on the public thoroughfares or publicly used private properties in the County of Cleburne.
- (2) It shall be unlawful for any person to operate or drive any vehicle on the public thoroughfares or publicly used private properties in the County of Cleburne in violation of the following prohibited acts:
 - (a) Improper or unsafe lane changes on public roadways;

PROPOSED ORDINANCE NO. 2021-TRAFFIC ORDINANCE

- (b) Driving onto or across private property to avoid intersections, stop signs, traffic control devices, or traffic lights;
- (c) Driving in such a manner or at such a speed so as to cause a skidding, spinning, or sliding of tires or a sliding of the vehicle;
- (d) Driving too close to or colliding with parked or stopped vehicles, fixtures, persons, or objects adjacent to the public thoroughfares;
- (e) Driving a vehicle which has any part thereof or any object extended in such fashion as to endanger persons or property;
- (f) To operate any vehicle in such a manner which would cause a failure to maintain control;
- (g) To operate or drive a vehicle wherein or whereon passengers are located in such a manner as to be dangerous to the welfare of such passengers; or
- (h) To operate a vehicle in any manner when the driver is inattentive and such inattention is not reasonable and prudent in maintaining vehicular control.

Section 4: Restrictions

- (1)(a) No person shall drive a vehicle on a roadway at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing.
- (b) In every event, speed shall be so controlled as may be necessary to avoid colliding with any person, vehicle, or other conveyance on or entering the roadway in compliance with legal requirements and the duty of all persons to use due care.
- (2)(a) The maximum speed limits set forth in subsection (b) of this section shall not apply to controlled-access highways should such highways be developed.
- (b)(1) Upon investigation, the Cleburne County Judge shall determine the maximum permissible speeds on county roads, which shall be effective when appropriate signs giving notice are erected along the road.
- (2) The County Judge may fix the maximum permissible speed of trucks with a capacity of one-and-one-half tons or more at ten miles per hour (10 m.p.h.) below the maximum permissible speed for automobiles.

Section 5: Impeding flow of traffic

No person shall drive a motor vehicle at such a slow speed as to impede the normal and reasonable movement of traffic except when reduced speed is necessary for safe operation or in compliance with the law.

Section 6: School zones

No person shall operate a motor vehicle in excess of twenty-five miles per hour (25 m.p.h.) when passing a school building or school zone during school hours when children are present and outside the building.

Section 7: Following too closely

- (1) The driver of a motor vehicle shall not follow another vehicle more closely than is reasonable and prudent, having due regard for the speed of vehicles and the traffic upon and the condition of the roadway.
- (2) The provisions of this subsection shall not be construed to prevent overtaking and passing.

Section 8: Overtaking vehicles

The following rules shall govern the overtaking and passing of vehicles proceeding in the same direction, subject to those limitations, exceptions, and special rules stated:

- (1)(a) The driver of a vehicle overtaking another vehicle proceeding in the same direction shall pass to the left at a safe distance and shall not again drive to the right side of the roadway until safely clear of the overtaken vehicle; and
- (b) Except when overtaking and passing on the right is permitted, the driver of an overtaken vehicle shall yield to the right in favor of the overtaking vehicle and shall not increase the speed of his or her vehicle until completely passed by the overtaking vehicle

PROPOSED ORDINANCE NO. 2021-TRAFFIC ORDINANCE

- (c) No vehicle shall be driven to the left side of the center of the roadway in overtaking and passing another vehicle proceeding in the same direction unless the left side is clearly visible and is free of oncoming traffic for a sufficient distance ahead to permit overtaking and passing to be completely made without interfering with the safe operation of any vehicle approaching from the opposite direction or any vehicle overtaken.
- (2)(a) In every event, the overtaking vehicle must return to the right-hand side of the roadway before coming within one hundred feet (100') of any vehicle approaching from the opposite direction.
- (b) No vehicle shall, in overtaking and passing another vehicle or at any other time, except upon a one-way roadway, be driven to the left side of the roadway, under the following conditions:
- (c) When approaching the crest of a grade or upon a curve in the roadway where the driver's view along the roadway is obstructed;
- (d) When approaching within one hundred feet (100') of or traversing any intersection;
- (e) When the view is obstructed upon approaching within one hundred feet (100') of any bridge, and
- (f) Where official signs are in place directing that traffic keep to the right or a distinctive center line is marked.

Section 9: Restrictions not applicable to emergency vehicles

- (1)(a) The prima facie limitations set forth in these sections shall not apply to authorized emergency vehicles when responding to emergency calls when the driver thereof is operating the vehicle's emergency lights and is also operating an audible signal by bell, siren, or exhaust whistle if other vehicles are present, unless the operation of emergency lights and or audible signal would jeopardize the safety of those being responded to.
- (b) This section shall not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons using the street, nor shall it protect the driver of any emergency vehicle from the consequence of a reckless disregard of the safety of others.
- (c) For purposes of this section, "emergency calls" means legitimate emergency situations which call for the operation of an emergency vehicle, including a police, fire or ambulance vehicle.

Section 10.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED this ____th day of _____ 2021.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Jerry Holmes, Cleburne County Judge

Recorded: Book _____ Page(s) _____

PROPOSED ORDINANCE NO. 2021-SHERIFF'S OFFICE GRANT APPROPRIATION

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN APPROPRIATION ORDINANCE AMENDING ORDINANCE NO. 2020-032, WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2021 AND/OR OTHER PURPOSES".

WHEREAS, need exists to appropriate \$2,550.00 into the Local Law Enforcement Equipment Grant Fund budget. The Sheriff's Department has applied for and received a Local Law Enforcement Equipment Grant in the amount of \$2,550.00. Said grant was awarded after the budget process and must be appropriated.

NOW, THEREFORE, BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, ARKANSAS:

Section 1. The Local Law Enforcement Equipment Grant Fund Budget is hereby approved:

Fund: 3504 Local Law Enforcement Equipment Grant

LINE ITEM	FROM	TO	CHANGE
3504-0400-2002 Small Equipment	\$ 0.00	\$2,550.00	+\$2,550.00
Total Increase in Local Law Enforcement Equipment Grant Budget			\$2,550.00

Fund 3504 Anticipated Revenue

REVENUE CODE	FROM	TO	CHANGE
3504-7109 Other Federal Grants	\$0.00	\$2,550.00	+\$2,550.00
Total Increase in Anticipated Revenue			\$2,550.00

Section 2. In the event that any provision of this Ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect the other provisions or applications to this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED this 8th day of July 2021.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Jerry Holmes, Cleburne County Judge

Recorded: Book _____ Page(s) _____

PROPOSED ORDINANCE NO. 2021-SAND WEDGE PRIVATE CLUB PERMIT

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE APPROVING THE PRIVATE CLUB PERMIT APPLICATION FOR THE SAND WEDGE RESTAURANT AND ALLOWING FOR THE APPLICATION OF THE REQUIRED PERMIT FROM THE ARKANSAS ALCOHOLIC BEVERAGE CONTROL DIVISION PER ARKANSAS CODE ANNOTATED §3-9-222 (A)(2)".

WHEREAS, Before the Harvest Scholarship Fund., DBA The Sand Wedge Restaurant has applied for a private club permit as required under A.C.A. §3-9-222 and Cleburne County Ordinance Number 2019-004, and

WHEREAS, the application is limited specifically to Before the Harvest Scholarship Fund., DBA The Sand Wedge Restaurant, and

WHEREAS, Before the Harvest Scholarship Fund., DBA The Sand Wedge Restaurant has provided all the information requested in the permit application process.

NOW, THEREFORE, BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, ARKANSAS:

Section 1. The Quorum Court of Cleburne County hereby approves the application for permit for the proposed location to operate a private club within the limits of Cleburne County at the location listed on the information provided, specifically at 5 Kustrin Dr., Drasco, Arkansas.

Section 2. This approval does not authorize the operation of a private club within the limits of the County of Cleburne but does function as an authorization to apply for a private club permit through the Arkansas Alcoholic Beverage Control Division Per A.C.A. §3-9-222. The Quorum Court ordains specifically that no private club operation shall begin unless and until a permit to operate a private club is issued by the Arkansas Alcoholic Beverage Control Division.

Section 3. This approval and permit are subject to suspension or revocation by the County of Cleburne in the event that Before the Harvest Scholarship Fund., DBA The Sand Wedge Restaurant violates any County Ordinance or Arkansas law (including regulations regarding alcoholic beverages).

Section 4. In the event that any provision of this Ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect the other provisions or applications to this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

Section 5. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED this 8th day of July 2021.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Jerry Holmes, Cleburne County Judge

Recorded: Book _____ Page(s) _____

PROPOSED ORDINANCE NO. 2021-AMBULANCE SERVICE CONTRACT

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE APPROVING THE CONTRACT WITH SURVIVAL FLIGHT EMS TO PROVIDE FOR AMBULANCE SERVICE THROUGHOUT CLEBURNE COUNTY".

WHEREAS, the Quorum Court recognizes the importance and the need for an ambulance service to provide emergency services to the residents of Cleburne County;

WHEREAS, the Quorum Court wants to authorize the issuance of a ground ambulance transportation service franchise in accordance with A.C.A. 14-266-107; and,

WHEREAS, the Quorum Court desires to award Survival Flight this ambulance service contract pursuant to A.C.A. 14-14-802 and 14-266-102.

NOW THEREFORE, BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, ARKANSAS:

Section 1: The Cleburne County Quorum Court held a public meeting on January 14th, 2021, at 922 South 9th Street, Heber Springs, Arkansas, at 5:00 P.M. Additionally, the public was notified in local publications of the date, time, and place of the public meeting. Survival Flight was the only company that submitted a proposal in accordance with the requirements established by Cleburne County.

Section 2: The Cleburne County Quorum Court, by and through the Ambulance Committee, has worked vigorously with Survival Flight to reach a final agreement based upon the proposal provided by Survival Flight for ambulance coverage for all areas of Cleburne County, Arkansas, excluding the City of Heber Springs. This agreement is attached to this Ordinance as Exhibit "A" and incorporated herein as if were listed word for word in this Ordinance.

Section 3: The Cleburne County Quorum Court hereby approves the County Judge to sign, execute and approve the Contract, as attached herein as Exhibit "A", that provides that Survival Flight will provide ambulance services for all of Cleburne County, Arkansas.

Section 4: All Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

EMERGENCY CLAUSE

The Quorum Court hereby finds and determines an immediate clarification of County policy is required to resolve the issue and protect the citizens of the Cleburne County Government; therefore, an emergency is hereby declared to exist and this Ordinance being necessary for the preservation of the public peace, health, and safety shall be in effect from and after its passage and approval.

PASSED AND ADOPTED this 8th day of July 2021.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Jerry Holmes, Cleburne County Judge

Recorded: Book _____ Page(s) _____

CONTRACT FOR ALS AND BLS AMBULANCE SERVICES

THIS AGREEMENT is made and entered into this ____ day of ____, 2021 by and between CLEBURNE COUNTY, ARKANSAS, hereinafter called The County, and Survival Flight EMS, an Arkansas corporation, hereinafter called Contractor, WITNESSETH:

1. Contract Term Length and Contract Termination Notification

The term of this Agreement shall commence of the 1st day of August, 2021 and shall extend for a term of two (2) years, ending at midnight on the 1st day of August, 2023. Should either party wish to terminate this Agreement before the two (2) year time period the following shall be required: a written notice of early termination delivered to the other party by certified mail ninety (90) days in advance of the termination date.

2. Standard Contract and Extensions

The standard contract period takes into consideration that a high- performance ambulance service must simultaneously achieve clinical excellence, response-time reliability, economic efficiency, and customer satisfaction. Therefore, the standard contract period is for an initial term of two (2) years with the possibility of one (1) extension, of three (3) years, for a total standard contract duration of five (5) years. Extensions shall strongly consider Contractor performance, but the decision to award an extension will be at the sole discretion of the County.

3. Notice on Extension and End of Contract Decisions

The County shall notify the Contractor at least ninety (90) in advance of the end of the initial standard contract period on its decision to award an extension.

4. Compensation for Services

Direct Compensation for Services Provided by Contractor in the Contract will be derived from two sources:

- 1) A subsidy dispersed by Cleburne County on a yearly basis. The subsidy required will be One Hundred and Twenty-Five Thousand (\$125,000.00) dollars paid in quarterly installments to the Contractor. Contractor agrees to provide one exclusive full-time ALS ambulance dedicated to the area of Cleburne County that is located North of Greers Ferry Lake and Contractor shall share usage of an additional ALS ambulance operating out of the Heber Springs, hopefully to be staffed and maintained at Heber Springs Fire Department's Mountain Aire Fire Station. If needed, Cleburne County will attempt in good faith to enter into an interlocal agreement with Heber Springs Fire Department for use of said location at Mountain Aire Fire Station.
- 2) The ability to collect revenues from fee-for-service billings and collections from patients and responsible third parties.

5. Minimum Conditions

A. Overview

The conditions described in this Agreement represent the minimum requirements the County will require from the Contractor. The Contractor should carefully examine each requirement outlined in this Contract before execution of this Agreement indicating intent to fully comply with each and every requirement listed in this Agreement.

B. Cleburne County Emergency Services Oversight Committee (ESOC)

The Cleburne County Emergency Oversight Services Committee (ESOC) shall include three Quorum Court members. The ESOC shall meet quarterly, or until the Quorum Court elects to modify or abolish said committee. The ESOC shall also have the right to call an emergency meeting to address any unforeseen problems or complications relating to this Contract. A representative of the Contractor is required to attend ESOC meetings. Other county emergency services and departments will be encouraged to attend meetings to discuss any issues that may be relevant to the public health and emergency services that impact the citizens of Cleburne County.

C. Emergency Operating Area (EOA)

The Contractor will provide 24 hours a day, 7 days a week emergency ALS ambulance service to the area of Cleburne County shown in Appendix A. The Contractor will not withhold appropriate emergency services for any reason, especially socioeconomic status or inability to pay for services.

D. Response Time.

The average response time for emergency calls shall be less than twenty-five (25) minutes. For purposes of measuring response time performance, the response times desired for the service area are more particularly described in Paragraphs 13 and 14 of this Agreement. Maps are provided in Appendix A. Any issue with response time shall be discussed and evaluated at the next scheduled ESOC meeting.

E. No Warranty or Guarantee on Call Volume

The County specifically makes no representation or warranties regarding the numbers of requests for ambulance service, ambulance transports, frequency of special events or any other information that may be associated with this procurement. Any and all historical data has been provided mainly to illustrate the general historical levels of performance and not as a guarantee of future business volume.

6. Insurance

The Contractor must agree that for the provisional and standard contract periods and any extensions thereto, the insurance as shown herein will remain in effect and shall name Cleburne County as a co-insured County. Contractor shall provide evidence of ability to meet all requirements described in this section. This insurance shall be evidenced by delivery to County, Certificates of Insurance written by one or more insurance companies with an A.M. Best rating of "A" or better, licensed to do business in the State of Arkansas and acceptable to the County. These insurance certificates shall list coverage and limits, expiration dates and terms of policies, and the names of all carriers issuing or re-issuing these policies. All policies shall contain provisions requiring that thirty (30) days' notice be given prior to cancellation or modification of the policy by the insured. Nothing shall absolve the Contractor of this requirement to provide notice.

Any program of self-insurance risk employed by the Contractor shall be subject to prior approval and on-going monitoring by the County and its legal counsel. All policies must waive subrogation rights. Current copies of all policies and Certificates of Insurance must be on file at the County Clerk's Office at all times during this contract. The following coverage will be required:

1. Commercial Liability Insurance

Including but not limited to, bodily injury, property damage, and personal injury, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and annual aggregate. Coverage shall be on "an occurrence basis" and the policy shall include broad form property damage coverage, and contracted liability and fire legal liability of not less than One Million Dollars (\$1,000,000.00) per occurrence;

2. Professional Medical Liability

Including errors and omissions with minimum limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and an aggregate limit of not less than Three Million Dollars (\$3,000,000.00);

3. Automobile Liability

Including a One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage per occurrence; and

4. Workers' Compensation

Including coverage and policy in compliance with the Arkansas Insurance Department the policy must have a minimum of One Million Dollars (\$1,000,000.00).

7. Performance Security Requirements

Due to the importance of EMS to the communities served, it is important for the County to do everything possible to eliminate the potential for a system failure. Contractor shall provide evidence of the ability to meet performance security requirements to minimize the potential for failure and to sustain uninterrupted service in the event of a default or failure of the Contractor using the methods described in this section.

The Contractor will agree to execute (if required by the County at any time during the duration of this Contract/Agreement) a relinquishment and release agreement after contract execution, which will assure the County immediate access to any and all equipment and other assets, including real property, that the County has leased or donated to Contractor for performance of ambulance services during this Contract.

8. Proper Staffing Requirements

The Contractor is responsible for ensuring high-performance service through employing, managing, training and other personnel functions necessary to fulfill the terms of the contract. Including, but not limited to, the following requirements:

- a. Maintaining personnel certifications and ambulance provider's license(s);
- b. Ensure courteous, professional, and safe conduct of all personnel;
- c. Ensure fair and reasonable shift schedules and employment practices;
- d. Provide or purchase all in-service training of ambulance personnel; and
- e. Ensure clinical performance consistent with DOH and Medical Director Standards and implement reasonable changes accordingly.

9. Equipment and Training.

Contractor is responsible for ensuring high-performance service through employing, managing and maintaining all vehicular and medical equipment necessary to fulfill the terms of the contract. Including, but not limited to, the following understandings and requirements:

- a. The County is not responsible, nor shall ever become responsible, for providing any such vehicular or medical equipment to Contractor for compliance with this Agreement; nor shall County ever be required to pay or reimburse Contractor for damages sustained to such equipment as may result during the course of this Contract/Agreement.
- b. The County is not responsible, nor shall ever become responsible, for providing any such training required to Contractor's employees for compliance with this Agreement; nor shall County ever be

- required to pay or reimburse Contractor for such training as may be required during the course of this Contract/Agreement.
- c. The Contractor shall achieve and maintain ambulance vehicles as specified in the document entitled "Federal Specifications Ambulance Emergency Medical Care Vehicle" as published by the General Service Administration, DOT Federal Specification KKK1822, in effect at time of manufacture and requirements as set forth by the Arkansas Department of Health, and must have affixed thereto the appropriate certification(s);
 - d. The Contractor shall equip each ambulance with all required personnel, equipment and supplies for "Paramedic Service" operations as required by the Arkansas Department of Health and as further specified by the Contractor's Medical Director;
 - e. The Contractor shall ensure all motor vehicles used for the purpose of providing ambulance service hereunder, shall be designed to transport ill, sick or injured persons in comfort and safety, and shall be maintained in clean, sanitary, and good mechanical condition at all times, in compliance with any applicable State or Federal standards for ambulances;
 - f. The Contractor shall ensure ambulances are mechanically sound and removed from service when appropriate to mitigate critical vehicle failures;
 - g. The Contractor shall ensure all mechanical, safety, and special equipment shall be subject to inspection at any reasonable time by representatives of the County;
 - h. The Contractor shall ensure no ambulance that has been substantially damaged or altered shall be again placed in service until it has been adequately repaired;
 - i. The Contractor shall furnish all fuel, lubricants, repairs, and necessary supplies as required to comply with this Agreement.
 - j. Contractor may downgrade to BLS coverage no more than 10% of the total time and only due to staffing shortages, 911 calls, etc. These downgrades will be immediately reported to the Cleburne County 911 Center as well as reported to the ESOC and Quorum Court at the next scheduled meeting.

10. Cooperation with Other Agencies

The Contractor shall maintain good working relationships with area law enforcement agencies, fire departments, medical first responders, medical air transport providers and other emergency services organizations. Enter into mutually beneficial support agreements with other ambulance providers. Contractor shall provide medical standby services as requested for public safety agencies.

11. Provisions for Default and Early Termination

This Agreement requires Contractor to provide high levels of performance and reliability. Mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results.

Determination of default will be the responsibility of the Cleburne County Judge; however, oversight may be appointed to a special committee of the Cleburne County Quorum Court to monitor contract compliance, consider performance exceptions, levy penalties, considered other matters as assigned and make recommendations to the Cleburne County Judge.

The Contractor will be notified in writing if a default condition exists and will be given 10 days to correct. Failure to correct the default condition will be considered a breach of contract subject to early termination of contract. Default conditions include, but are not limited to, the following:

- a. Failure of the Contractor to operate the system in a manner consistent with Federal, State and local laws, rules and regulations;
- b. Intentionally supplying the County with false or misleading information with regard to records, documents, dates or time kept for the purpose of determining Contractor's performance under the terms of this proposal. Upon detection of accidental/unintentional error, the County shall be notified immediately and supplied with corrections;

- c. Failure of the Contractor, its employees, its agents, or its representatives to conduct themselves in a professional and courteous manner and including professional appearance;
- d. Failure of the Contractor to provide to the County data generated in the course of operations, including, but not limited to, patient report data, response time data, and financial data as required in this contract;
- e. Failure to substantially and consistently meet or exceed the various clinical standards provided for in the contract;
- f. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by custodian, receiver or trustee for a substantial part of its property; or commencing any proceeding relating to it under the bankruptcy, reorganization arrangements, readjustment of debt, dissolution or liquidation law or statute;
- g. Chronic failure of the Contractor to meet response time requirements as set forth in the contract.
- h. Chronic failure of the Contractor to meet any performance requirements of the contract. Unless where otherwise specifically indicated, chronic failure for this purpose shall be defined as failure to meet any performance requirement three times in a six-month period;
- i. Failure to furnish key personnel of quality and experience;
- j. Failure to submit scheduled or ad hoc reports, or other information;
- k. Failure of the Contractor to maintain insurance requirements or provide timely notification of policy changes;
- l. Any other failure of performance required in the contract which is determined to constitute an endangerment to public health and safety, or not be in the best interest of the County;
- m. Failure of the contractor to pay penalties within 60 days of notification of assessment;
- n. Failure to maintain any type of license, permit, or certification required by law in order to fulfill the requirements of the contract or in order to avoid fines and penalties imposed by law;
- o. Persistent and repeated failures of Contractor to comply with any of the performance requirements may be considered a condition of default

12. Penalties for Failure to Comply.

The County may assess penalties for failure to comply with the requirements of the contract. Contractor may appeal decision to assess penalties to the County in writing within 10 days of notification of assessment. Penalties may be withheld from any subsidy or invoiced to Contractor as an assessment. Assessments must be paid within 60 days of assessment, regardless of appeal date.

13. Performance Requirement Penalty.

In the event Contractor fails to comply with any of the terms of the contract, the County may issue the Contractor a written warning describing such failure. Should Contractor's noncompliance continue after receipt of such warning, the County may deduct penalties from any subsidy, or assess a penalty that is payable to County within sixty (60) days of notification, in the amount of Two Hundred Fifty Dollars (\$250) for each day Contractor remains in noncompliance following receipt of the written warning. Should the noncompliance continue for more than five (5) consecutive days, the County may increase penalties to Five Hundred Dollars (\$500) for each additional day Contractor remains in noncompliance.

14. Response Time Requirements.

Ambulances must be compliant with the following minimum response time requirements. Response times are a combination of dispatch operations and field operations. The County shall be responsible for classifying all EMS calls using dispatch protocols and using emergency medical dispatching. The County does not plan to limit the Contractor's flexibility in the methods of deployment and providing service as long as the minimum response time requirements are achieved.

The Contractor shall place a transport capable ALS service ambulance at the scene of all requests for emergency medical services within the designated response time at a minimum of a ninety percent (90%) rate for all emergency dispatch response requests. This rate will be measured monthly and reported to the County.

The County will work with Contractor as required to determine operational zones, assignments and move-ups.

a. Emergency Responses

All unincorporated areas of Cleburne County- Contractors first in assignment must arrive at the scene within twenty-five (25:00) minutes at least 90% of the time. This area shall include the incorporated areas of Quitman, Concord, Higden, and Greers Ferry, unless otherwise ordered or directed by those respective municipalities. This response area shall not cover the City of Heber Springs as the City of Heber Springs is already under a separate agreement with Contractor.

b. Calculation of Response Times

For all classifications of requests for service, the response time shall be the elapsed time (measured to the second) from the time “call received” to the time “arrival on scene”. The time “call received” shall be from the second the Contractor is actually notified by Cleburne County Dispatch. The time “arrival on scene” shall be the time a fully equipped transport capable ALS service ambulance arrives at the location of the patient or request for service and an ambulance crew notifies the dispatch center that it is fully stopped at the location where the ambulance crew will exit to approach the patient.

First Responders do not constitute “arrival on scene” by the Contractor.

“Arrival on scene” may be defined as when a full-time, paid employee of the Contractor, such as a supervisor or “Quick response vehicle”, arrives at the location of the request for service, provided that:

- Employee is a licensed paramedic or higher; and
- Employee is on duty and arrives in a vehicle clearly marked and identified as the Contractor’s vehicle; and
- Vehicle is equipped to provide Advanced Life Support subject to the allowances permissible under Section 8 Subsection j of this Contract; and
- Employee is in continual communication with the responding ambulance; and
- Employee begins patient care upon arrival on scene and provides appropriate emergency medical services prior to ambulance arrival.

c. Upgraded and Downgraded Requests.

For emergency requests that are upgraded while in route upon request of an on-scene First Responder or by dispatch, the response time shall be calculated from the moment of the upgrade request, and the higher priority standard shall be used. For emergency requests that are downgraded upon request of an on-scene First Responder or by dispatch, the response time shall be calculated as the lower priority requirement.

d. Response Time Exemptions.

The County understands that isolated instances may occur in which the Contractor does not meet the stated performance specifications. However, a chronic failure to comply with the response time requirements may constitute default of the contract. The Contractor shall maintain mechanisms for reserve ambulance capacity to increase service should a temporary system overload persist.

From time to time, unusual factors beyond the Contractor's reasonable control may affect the achievement of specified response time standards. These unusual factors are limited to those noted below:

- (1) Requests occurring during a period of unusually severe inclement weather conditions, unless weather was predicted sufficiently in advance that levels of preparedness should have been increased and such steps were not taken, when such response time compliance is either impossible or achievable only at a great risk to EMS personnel and the public;
- (2) In the event of Mass Casualty Incident, all ambulances responding to the Mass Casualty Incident other than the first ambulance on the scene;
- (3) Situations where the communications center receives false or inaccurate information or was unable to obtain adequate response information.
- (4) Requests during a declared disaster within Cleburne County and confirmed by the County, in which the Contractor is rendering assistance. During such periods, the Contractor shall use best efforts to maintain primary coverage, while simultaneously providing disaster assistance as needed; or
- (5) Request during times of unusually heavy call demand; or
- (6) Road closures, road construction, or unforeseen heavy traffic conditions in route to the call location.

Equipment failure, ambulance failure, or other causes shall not be grounds for granting an exception to compliance with any response time standard. No other causes of late response time shall serve to justify exemption from response time requirements. However, the Contractor may appeal such instances to the County. Any appeals shall be filed with the County Judge and County Clerk in writing within thirty (30) days of notification of the incident. Appeals of such instances shall be handled by the Quorum Court by majority vote to allow or disallow such justification for an exemption.

15. Monthly Reporting.

The County and Contractor agree that Contractor will provide a monthly report to the Cleburne County Judge's Office that includes a breakdown on the number of calls the Contractor responded to in Cleburne County, the type of each call, the area of the County in which the call originated, and the number of calls requiring air evacuation.

16. Severability.

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or provision of this Agreement is invalid, the remaining paragraphs and subparagraphs will remain in full force and effect.

17. Succession.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns. However, the County specifically reserves the right to terminate this Agreement/Contract should Contractor sell or attempt to assign this Agreement in any form or fashion to a third party.

18. Interpretation.

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

19. Entire Agreement.

This Agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This Agreement supersedes all prior and contemporaneous agreements, contracts and understanding of any kind between the parties relating to the subject matter hereof. This Agreement executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Survival Flight EMS Fee Schedule.

The rates for ground operations for the service area described within this contract will be as follows:

No additional charges will be made for supplies or procedures,

Basic Life Support- \$875 base rate, \$15.00 per loaded mile.

Advanced Life Support- \$975 base rate, \$15.00 per loaded mile.

Rates may be reviewed annually but no changes will be made without prior approval in writing approved by both Contractor and Cleburne County Quorum Court.

21. Notice.

All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however that notice shall be conclusively deemed given at the time of its deposit in the United States Mail when sent by certified mail postage prepaid, to the other party at the address set forth herein.

Address for Cleburne County: Cleburne County Judge Office
300 W. Main Street
Heber Springs, AR 72543

Address for Survival Flight EMS: Survival Flight Inc.
705 Heber Springs Road
Batesville, AR 72501

22. Non-Wavier.

It is agreed that the failure of County to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by Contractor under this Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent County from invoking such remedies in the event of any future breach default.

23. Amendment.

This Contract may be modified only in writing, executed by all parties hereto, and approved by the Quorum Court of Cleburne County.

24. Ownership Disclosure and Agreement.

Contractor agrees that no elected officials or employees of Cleburne County or of any city within said County are currently, or may be in the future, an employee of or a member of the board for Contractor. The ESOC shall have the ability to recommend to the Quorum Court that a waiver of provision twenty-four (24) be allowed that does

not cause a direct conflict of interest between Contractor and Cleburne County. In order for a waiver of this provision to be valid it must be approved by simple majority of a quorum of the Cleburne County Quorum Court and approved by Contractor.

WITNESS OUR HANDS AND SEALS on the date forth herein.

CLEBURNE COUNTY, ARKANSAS

Jerry Holmes, County Judge

ATTEST:

Rachelle Evans, County Clerk

Survival Flight EMS

BY: (Officer Name and Title)

(Printed Name)

FINAL DRAFT

PROPOSED ORDINANCE NO. 2021-APPROPRIATE FUNDS FOR COUNTY WIDE AMBULANCE SERVICE

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN APPROPRIATION ORDINANCE AMENDING ORDINANCE 2020-032, WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2021, APPROVING ADDITIONAL FUNDING FROM COUNTY GENERAL FOR COUNTY WIDE AMBULANCE SERVICE.

WHEREAS, the Quorum Court has previously approved an ambulance contract with Survival Flight, and

WHEREAS, the time has come to appropriate those additional funds in order to continue to move forward with said contract that provides for ambulance service to Cleburne County.

NOW, THEREFORE, BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, ARKANSAS:

Section 1. The Quorum Court hereby approves the following appropriation from the County General Fund:

FUND: 1000 Ambulance Service Budget

<u>LINE ITEM</u>	<u>FROM</u>	<u>TO</u>	<u>CHANGE</u>
1000-0301-3009 Other Professional Services	\$0.00	\$125,000.00	+\$125,000.00
Total Increase in Ambulance Service Budget			+\$125,000.00

Section 2. In the event that any provision of this Ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect the other provisions or applications to this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED this 8th day of July 2021.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Jerry Holmes, Cleburne County Judge

Recorded: Book _____ Page(s) _____