

AGENDA
Cleburne County Quorum Court
Thursday, August 12, 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. **Ambulance Committee-JP Foust**
5. **Unfinished Business:**
 - a. **None**
6. **New Business:**
 - a. **Legislative Audit-Judge Holmes**
 - b. **Disposal of County Property-Judge Holmes**
 - c. **Proposed Resolution No. 2021- Declaring a Vacancy in the Office of County Judge-JP Foust**
 - d. **Proposed Resolution No. 2021-Fill the Office of County Judge-JP Foust**
 - e. **Proposed Resolution No. 2021-MEC Tax Back Program-JP Evans**
 - f. **Proposed Ordinance No. 2021-Amend Budget-Jail Improvement Fund-JP Evans**
 - g. **Proposed Ordinance No. 2021-Amend County Judge Budget-JP Evans**
 - h. **Proposed Ordinance No. 2021-Amend Quorum Court Budget-JP Pearson**
 - i. **Proposed Ordinance No. 2021-HVAC Grant-JP Caldwell**
 - j. **Proposed Resolution No. 2021-Right to Life- JP Pearson**
 - k. **Proposed Ordinance No. 2021-Voluntary EMS Funding-JP Blackburn**
 - l. **Proposed Ordinance No. 2021- Ambulance Service Contract to Begin October-JP Foust**
 - m. **Proposed Ordinance No. 2021-Ambulance Service Contract to Begin December-JP Foust**
 - n. **Proposed Ordinance No. 2021-Appropriate Funds for County Wide Ambulance Service-JP Foust**
7. **Comments from the Public:**
 - a. **David Atwood-JP Blackburn**
8. **Announcements:**
 - a. **Next Regular Quorum Court Meeting Thursday, September 9, 2021.**
9. **Adjournment:**

CLEBURNE COUNTY QUORUM COURT JOURNAL OF PROCEEDINGS

July 8, 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 6:01 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 June 10, 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 Owens. Voice vote, motion carried.

REPORT OF COMMITTEES:

Jail Committee: JP Evans reported the committee decided that with some changes that have transpired and the funding from the American Rescue Plan (ARP) the committee might need to head in a different direction. The committee is waiting on direction as to how the ARP can be used, and if it can be used on a renovation or some type of upgrade to the jail. With the renovation costs moving up to approximately \$3-4 million dollars, the committee made the decision to settle with Benchmark and basically start fresh. The committee did take a trip to look at a new jail facility in another county. Sheriff Brown reported on jail statistics.

Ambulance Committee: JP Foust asked that the report be given in conjunction with the Proposed Ambulance Service Ordinance.

UNFINISHED BUSINESS:

Proposed Ordinance No. 2021-Traffic Ordinance

JP Pearson placed the Ordinance on the Third and final 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 only. JP Pearson made a motion to adopt the Ordinance, seconded by JP Malone. Brief discussion. Roll Call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Henegar, Malone, Martin, Owens, Pearson, Roberts, Tamburo. Nays: None.

Pass and adopted as Ordinance 2021-016.

NEW BUSINESS:

Judge Holmes informed the Quorum Court there were no findings in the Federal Audit for Year 2020.

Proposed Ordinance No. 2021-Sheriff's Office Grant Appropriation

JP Malone introduced an Ordinance: **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"**

JP Malone made a motion to adopt the Ordinance, seconded by JP Pearson. Sheriff Brown responded to a question that the Grant would be used to purchase handheld radios. Roll call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Henegar, Malone, Martin, Owens, Pearson, Roberts, Tamburo. Nays: None.

Passed and adopted as Ordinance 2021-017.

Proposed Ordinance No. 2021-Sand Wedge Private Club Permit

JP Henegar introduced an Ordinance: **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 OF THE REQUIRED PERMIT FROM THE ARKANSAS ALCOHOLIC BEVERAGE CONTROL DIVISION PER ARKANSAS CODE ANNOTATED §3-9-222(A)(2)"**.

JP Henegar made a motion to suspend the rules and place the Ordinance on the second reading by title only, seconded by JP Caldwell. Roll Call was taken. Ayes: Caldwell, Evans, Foust, Henegar, Malone, Martin, Owens, Roberts, Tamburo. Nays: Blackburn, Pearson. JP Henegar read the Ordinance by title only. JP Henegar made a motion to suspend the rules and place the Ordinance on a third and final reading by title only, seconded by JP Caldwell. Roll call was taken. Ayes: Caldwell, Evans, Foust, Henegar, Malone, Martin, Owens, Roberts, Tamburo. Nays: Blackburn, Pearson. JP Henegar read the Ordinance by title only. JP Henegar made a motion to put the Ordinance on the floor for discussion, seconded by JP Roberts. Voice vote, motion carried. Lengthy discussion followed. JP Caldwell made a motion to adopt the Ordinance, seconded by JP Malone. Roll call was taken. Ayes: Blackburn, Caldwell, Foust, Malone, Martin, Owens, Roberts, Tamburo. Nays: Evans, Henegar, Pearson. **Passed and adopted as Ordinance 2021-018.**

Proposed Ordinance No. 2021-Ambulance Service Contract

JP Foust gave a summary report on what has transpired through research, recommendations, and meetings, with the Ambulance Committee to be able to bring a contract before the Court.

JP Foust introduced an Ordinance: **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"**.

JP Foust made a motion to suspend the rules and place the Ordinance on the second reading by title only, seconded by JP Malone. Roll Call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Henegar, Malone, Martin, Owens, Pearson, Roberts, Tamburo. Nays: None. JP Foust read the Ordinance by title only. JP Foust made a motion to suspend the rules and place the Ordinance on a third and final reading by title only, seconded by JP Owens. Roll call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Henegar, Malone, Martin, Owens, Pearson, Roberts, Tamburo. Nays: None. JP Foust read the Ordinance by title only. JP Foust made a motion to adopt the Ordinance, seconded by JP Malone.

A very lengthy discussion including comments and questions from the public followed, of which, included but not limited to call times, placement of ambulance in the County, fees, ambulance cover area, response times, and funding.

Court recessed at 7:47 p.m.

Court reconvened at 7:56 p.m.

Lengthy discussion on Ambulance Service Contract continued.

JP Foust made a motion, seconded by JP Malone to amend Page 4, section 11, paragraph 2 to read as follows: "Determination of default will be the responsibility of either the Cleburne County Judge or the Cleburne County Quorum Court; 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 both the Cleburne County Judge and the Cleburne County Quorum Court."

Voice vote motioned carried. No opposition.

JP Evans advised that Page 8, section 24, paragraph 1 needed to be corrected by adding "or have ownership in the Contractor Company" to the end of sentence 1 as it was part of the original contract.

JP Foust made a motion to put proposed ordinance back on the first reading by title only for the purpose of amendment, seconded by JP Owens. Roll call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Henegar, Malone, Martin, Owens, Pearson, Roberts, Tamburo. Nays: None. JP Foust made a motion to suspend the rules and place the Ordinance on a second reading by title only for the purpose of amendment, seconded by JP Roberts. Roll call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Henegar, Malone, Martin, Owens, Pearson, Roberts, Tamburo. Nays: None. JP Foust read the Ordinance by title only. JP Foust made a motion to suspend the rules and place this Ordinance on a third and final reading by title only for purpose of amendment, seconded by JP Caldwell. Roll call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Henegar, Malone,

Martin, Owens, Pearson, Roberts, Tamburo. Nays: None. JP Foust read the Ordinance by title only. JP Foust made a motion to adopt the Ordinance as amended, seconded by JP Caldwell. Roll call was taken. Ayes: Caldwell, Foust, Malone, Owens, Pearson, Roberts. Nays: Blackburn, Evans, Henegar, Martin, Tamburo. Ordinance failed--did not meet the two-thirds required vote.

JP Foust withdrew Proposed Ordinance No. 2021-Appropriate Funds for County Wide Ambulance Service.

COMMENTS FROM THE PUBLIC:

Views regarding the ambulance service were voiced by the public.

ANNOUNCEMENTS:

- The County has received a grant for another AED, and five (5) volunteers were trained in CPR and to use an AED. The County now has an AED in the Courthouse, Library, and Annex building.
- The County received the \$89,206.18 AHPP grant for repairs on the Courthouse.
- Judge's office has been working with Verizon and Computer Works through the Arkansas Rural Connect Program, and they were awarded \$3,520,447 to build infrastructure on Broadband in the Tumbling Shoals, Wilburn, Quitman and Pangburn areas. There will still be some areas that are not covered, but it is starting a building ground for progress.
- The full amount of \$250,000 was awarded from the Historic Preservation Grant for the HVAC system for the Courthouse.
- Judge Holmes announced his retirement affective September 30, 2021.
- The next regular Quorum Court meeting will be held Thursday, August 12, 2021.

ADJOURNMENT:

JP Caldwell made motion to adjourn, seconded by JP Malone. Meeting adjourned at 8:41 p.m.

ATTESTED:

Rachelle Evans, Cleburne County Clerk

This _____ day of _____ 2021

Book _____ Page(s) _____

**PROPOSED RESOLUTION NO. 2021-RESOLUTION DECLARING A VACANCY
IN THE OFFICE OF COUNTY JUDGE OF CLEBURNE COUNTY, STATE OF ARKANSAS**

**A RESOLUTION FOR THE PURPOSE OF DECLARING A VACANCY IN THE OFFICE OF
COUNTY JUDGE OF CLEBURE COUNTY, STATE OF ARKANSAS**

WHEREAS, Jerry Holmes, who presently holds the office of the County Judge of Cleburne County, State of Arkansas, is retiring effective midnight September 30th, 2021;

WHEREAS, it is the obligation of the Quorum Court of the County of Cleburne, State of Arkansas, to declare that a vacancy has occurred in the office of the County Judge in the County of Cleburne, State of Arkansas, as authorized by amendment 55 of the Constitution of the State of Arkansas and Arkansas Code Annotated § 14-14-1309; and

WHEREAS, the Quorum Court is further authorized by Amendment 55 of the Constitution of the State of Arkansas and Arkansas Code Annotated § 14-14-1310 to address and fill the vacancy in the unexpired term by appointment.

NOW, THEREFORE, IT IS RESOLVED by the Quorum Court of Cleburne County, State of Arkansas, that a vacancy is declared to exist in the office of County Judge as of midnight September 30th, 2021.

BE IT FURTHER RESOLVED by the Quorum Court of the County of Cleburne, State of Arkansas that the Quorum Court of the County of Cleburne, State of Arkansas will meet at the Cleburne County Court Building at 6pm on August 12th, 2021, for the purpose of declaring the vacancy in the office of County Judge and for the filling of said vacancy.

FURTHERMORE, BE IT RESOLVED by the Quorum Court of the County of Cleburne, State of Arkansas that this resolution shall become effective immediately upon its passage and approval.

ENTERED this 12th day of August 2021.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Jerry Holmes, Cleburne County Judge

Recorded: Book _____ Page(s) _____

**PROPOSED RESOLUTION NO. 2021-RESOLUTION TO FILL A VACANCY
IN THE OFFICE OF COUNTY JUDGE**

**A RESOLUTION DECLARING THE APPOINTMENT OF A SUCCESSOR TO FILL VACANCY IN
THE OFFICE OF COUNTY JUDGE**

WHEREAS, on August 12th, 2021, the Quorum Court of Cleburne County, Arkansas, adopted a Resolution declaring that a vacancy existed in the office of County Judge of Cleburne County, Arkansas, due to the retiring of Jerry Holmes.

WHEREAS, the Quorum Court is authorized by Amendment 55 of the Constitution of the State of Arkansas and Arkansas Code Annotated § 14-14-1310, to fill the vacancy by appointment.

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

Section 1. That _____ is hereby appointed to fill the position of County Judge and that said person is hereby authorized to serve in said capacity until the expiration of the term on December 31, 2022.

Section 2. That this Resolution shall be in full force and effect from and after its passage and approval.

ENTERED this 12th day of August 2021.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Jerry Holmes, Cleburne County Judge

Recorded: Book _____ Page(s) _____

**PROPOSED RESOLUTION NO. 2021-AUTHORIZING LOCAL BUSINESS (MEC) TO PARTICIPATE
IN THE TAX BACK PROGRAM**

**CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE
TAX BACKPROGRAM (AS AUTHORIZED BY SECTION 15-4-2706(d) OF THE CONSOLIDATED
INCENTIVE ACT OF 2003).**

WHEREAS, in order to be considered for participation in the Tax Back Program, the local government must endorse a business to participate in the Tax Back Program and benefit from the sales and use tax refunds as provided in the Consolidated Incentive Act of 2003; and

WHEREAS, said endorsement must be made on specific form available from the Arkansas Department of Economic Development; and

WHEREAS, Mayville Engineering Co. dba Defiance Metal Products of Arkansas located at 944 Bypass Road, Heber Springs, Arkansas has sought to participate in the program and more specifically has requested benefits accruing from expansion of production capacity through transfer of business from our MEC-Wisconsin facility of the specific facility; and

WHEREAS, Mayville Engineering Co. dba Defiance Metal Products of Arkansas has agreed to furnish the local government all necessary information for compliance.

**NOW THEREFORE BE IT RESOLVED BY THE QUORUM COURT OF CLEBURNE COUNTY,
ARKANSAS, THAT:**

1. Mayville Engineering Co. dba Defiance Metal Products of Arkansas be endorsed by the Quorum Court of Cleburne County, Arkansas for benefits from the sales & use tax refunds as provided by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003.
2. The Department of Finance and Administration is authorized to refund local sales and use taxes to Mayville Engineering Co. dba Defiance Metal Products of Arkansas.
3. This resolution shall take effect immediately.

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-AMEND BUDGET-JAIL IMPROVEMENT FUND

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 TO AMEND THE JAIL IMPROVEMENT FUND BUDGET."

WHEREAS, a Jail Improvement Fund has been established, and

WHEREAS, the need exists to appropriate funds to Professional Services for the Jail Improvement Fund to settle an account with Benchmark Construction Corporation.

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

Section 1. The Quorum Court hereby approves the appropriations as follows:

Fund: 3491 Jail Improvement Fund

LINE ITEM	FROM	TO	CHANGE
3491-0418-3009 Other Professional Services	\$0.00	\$14,725.00	+\$14,725.00
TOTAL CHANGE IN JAIL IMPROVEMENT FUND BUDGET:			+\$14,725.00

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 _____th day of _____ 2021.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Jerry Holmes, Cleburne County Judge

Recorded: Book _____ Page(s) _____

PROPOSED ORDINANCE NO. 2021-AMEND COUNTY JUDGE BUDGET

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 FOR OTHER PURPOSES TO AMEND THE COUNTY JUDGE BUDGET.

WHEREAS, the need exists to amend the 2021 County Judge’s Budget to appropriate funds to pay for the federal audit that was required due to County expenses totaling over \$750,000 in federal funds.

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

Section 1. The following appropriation is hereby approved:

Fund: 10000 County Judge Budget

LINE ITEM	FROM	TO	CHANGE
1000-0100-3001 Accounting and Auditing	\$1,000	\$9,100	+\$8,100
TOTAL CHANGE IN COUNTY JUDGE’S BUDGET			+\$8,100

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 ____th day of _____ 2021.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Jerry Holmes, Cleburne County Judge

Recorded: Book _____ Page(s) _____

PROPOSED ORDINANCE NO. 2021-AMEND QUORUM COURT BUDGET

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 FOR OTHER PURPOSES TO AMEND THE QUORUM COURT BUDGET".

WHEREAS, the need exists to amend the 2021 Quorum Court Budget to appropriate funds to pay for additional Committee Meetings.

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

Section 1. The following appropriation is hereby approved:

Fund: 1000 Quorum Court Budget

LINE ITEM	FROM	TO	CHANGE
1000-0107-1001 Salaries Full-Time	\$57,500.00	\$65,000.00	+\$7,500.00
1000-0107-1006 Social Security Matching	\$4,399.00	\$4,999.00	+\$600.00
TOTAL CHANGE IN QUORUM COURT BUDGET			+\$8,100.00

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 ____th day of _____ 2021.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Jerry Holmes, Cleburne County Judge

Recorded: Book _____ Page(s) _____

PROPOSED ORDINANCE NO. 2021-CLEBURNE COUNTY HVAC GRANT

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 FOR OTHER PURPOSES".

WHEREAS, Cleburne County was awarded an AHPP grant for the demolition of the current HVAC system and the installation of a new HVAC system at the Courthouse located at 301 West Main Street. Since said Grant was not awarded until after the budget process, the amount of funding must be appropriated. The monies will be deposited into the newly established fund 3517 HVAC grant.

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

Section 1. The following appropriation is hereby approved:

Fund: 3517 HVAC Grant

LINE ITEM	FROM	TO	CHANGE
3517-0108-3004 Engineering and Architectural	\$0.00	\$30,000.00	+\$30,000.00
3517-0108-3009 Other Professional Services	\$0.00	\$220,000.00	+\$220,000.00
TOTAL CHANGE IN HVAC GRANT BUDGET			\$250,000.00

Fund: 3517 Anticipated Revenue

REVENUE CODE	FROM	TO	CHANGE
3517-7010 State Grant	\$0.00	\$250,000.00	+\$250,000.00
TOTAL CHANGE IN ANTICIPATED REVENUE			+\$250,000.00

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 _____th day of _____ 2021.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Jerry Holmes, Cleburne County Judge

Recorded: Book _____ Page(s) _____

PROPOSED RESOLUTION NO. 2021-RIGHT TO LIFE

A RESOLUTION AFFIRMING THE COMMITMENT OF THE COUNTY OF CLEBURNE, ARKANSAS TO PROTECTING THE UNALIENABLE RIGHT TO LIFE OF EVERY PERSON; AND DECLARING THE COUNTY OF CLEBURNE, ARKANSAS TO BE A PRO-LIFE COUNTY.

WHEREAS, the Declaration of Independence declares that all men are created equal, and that they are endowed by their Creator with certain unalienable rights, including the right to life; and

WHEREAS, Amendment 68 to the Arkansas Constitution states that the policy of the State of Arkansas is to protect the life of every unborn child from conception until birth; and

WHEREAS, it is the duty of state and local governments to protect the unalienable right to life of every person within their respective jurisdictions; and

WHEREAS, the United States Supreme Court stated in *Poelker v. Doe*, 432 U.S. 519 (1977), that the United States Constitution does not forbid a municipality, pursuant to democratic processes, from expressing a preference for normal childbirth instead of abortion.

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

Section 1: That it be the policy of Cleburne County, Arkansas, to promote and protect the dignity and humanity of all persons, at all stages of life from conception until natural death.

Section 2: That Cleburne County, Arkansas, declares itself to be a Pro-Life County.

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-VOLUNTARY EMERGENCY
MEDICAL SERVICES FUNDING**

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: “AN ORDINANCE APPROVING THE FUNDING OF EMERGENCY MEDICAL SERVICES FOR VOLUNTARY NON-PROFIT FIRE DEPARTMENTS AND/OR VOLUNTARY EMS AGENCIES THROUGHOUT CLEBURNE COUNTY”.

WHEREAS, the Quorum Court recognizes the importance and the need to assist and support county wide volunteer Emergency Medical Services (EMS) by allocating additional funds to help subsidize selected EMS expenses; and,

WHEREAS, the Quorum Court desires to help fund such services in accordance with A.C.A. 14-266-102; and,

WHEREAS, the Quorum Court determines that all response and transport capability requirements to any department receiving funding are in direct coordination with the rules and regulations as provided by the Arkansas State Health Department Section of EMS based on their licensure level; and,

WHEREAS, the Quorum Court recognizes that an increase in the number of available volunteer EMS services throughout the county will limit the need for an ALS unit to respond to “basic calls”. Therefore, increasing the availability of ALS units for calls in which such an advanced licensed unit is needed.

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

Section 1. The Cleburne County Quorum Court hereby approves the amount of Two Hundred Thousand (\$200,000.00) Dollars per year for the funding of Non-Profit Volunteer Emergency Medical Services within Cleburne County for a period of five (5) years.

Section 2. The Cleburne County Quorum Court shall establish a “Non-Profit Volunteer Emergency Medical Services Fund” designed to retain the funds until distributed by appropriation ordinance approved by the Cleburne County Quorum Court.

Section 3. All Non-Profit Volunteer Fire Departments and/or volunteer EMS agencies that provide any level of EMS services will select one (1) representative from each department. The total number of representatives will then elect five (5) individuals to form the “Cleburne County Volunteer Fire / EMS Growth and Sustainment Committee”. This Committee will report to the Quorum Court in a regularly scheduled meeting to present the monetary needs of departments selected for funding. Proposed EMS expenses must be submitted by each EMS agency and listed individually with the estimated cost itemized for each proposed article or expense. Expenses may include but are not limited to: vehicles, training, medical supplies/equipment, etc. The Committee is encouraged to always favor allocating funds that will create any type of voluntary ALS coverage as a priority.

Section 4. Any organization that receives funds for the purposes of this ordinance shall have the ability to file a claim on any individual's insurance policy and agrees to accept that amount which the insurance company considers reasonable and customary for said claim as payment in full. If the individual does not have insurance coverage for said services, then the organization shall have the ability to bill the individual for said services. It is understood that the individual will not be billed for any amount that exceeds what the insurance companies consider reasonable and customary for said services. The above shall not be construed to allow any organization that receives funds for the purposes of this ordinance the ability to file a lien on any individual's insurance policy or personal property. Such action will result in the organization's removal of eligibility to receive any further funds provided by this ordinance.

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

**PROPOSED ORDINANCE NO. 2021-VOLUNTARY EMERGENCY
MEDICAL SERVICES FUNDING**

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

**PROPOSED ORDINANCE NO. 2021-AMBULANCE SERVICE CONTRACT
TO BEGIN OCTOBER**

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 5:00P.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 be granted an exclusive franchise agreement to provide ambulance services for all of Cleburne County, Arkansas, beginning on the 11th day of October 2021.

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 ____th day of _____ 2021.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Jerry Holmes, Cleburne County Judge

Recorded: Book _____ Page(s) _____

Contract for Ambulance Service Franchisee Agreement

THIS AGREEMENT is made and entered into this ____ day of August 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 11th day of October 2021 and shall extend for a term of two (2) years, ending at midnight on the 11th day of October 2023.

Cleburne County and Contractor specifically reserve the right to cancel this Contract for no reason if either party shall so desire or may cancel upon default by the opposite party. Should either party wish to terminate this Agreement before the two (2) year 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

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) Survival Flight EMS shall retain the ability to collect revenues from fee-for-service billings and collections from patients and responsible third parties.
- 3) Should both County and Contractor agree that additional ambulances are necessary to cover the Emergency Operating Area (EOA) located in Cleburne County, Contractor agrees that the price per additional ambulance will not exceed the compensation in this original Agreement. More clearly stated, the County and Contractor may agree to add additional ambulances under this Agreement if both deem necessary for a price not to exceed One Hundred Twenty Five Thousand (\$125,000.00) Dollars per ambulance per year. Should both County and Contractor agree that additional ambulances are necessary then Contractor shall be allowed Sixty (60) days after approval by County to prepare and staff new ambulances for the EOA. All new ambulances added pursuant to this subsection shall be subject to same requirements and obligations of this Agreement.

Contract for Ambulance Service Franchisee Agreement

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. Exclusive Rights to 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. In exchange for these emergency services in the EOA, the County agrees to the monetary compensation stated in Paragraph Four (4) of this Agreement and agrees to award Survival Flight EMS an exclusive franchise agreement for the County of Cleburne EOA shown in Appendix A.

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'

Contract for Ambulance Service Franchisee Agreement

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

Contract for Ambulance Service Franchisee Agreement

- 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.

Contract for Ambulance Service Franchisee Agreement

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 Quorum Court or 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 Quorum Court or 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;

Contract for Ambulance Service Franchisee Agreement

- 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.

Contract for Ambulance Service Franchisee Agreement

“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

Contract for Ambulance Service Franchisee Agreement

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.

Contract for Ambulance Service Franchisee Agreement

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 or have ownership interest in the Contractor Company. 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

ATTEST:

Jerry Holmes, County Judge

Rachelle Evans, County Clerk

Survival Flight EMS

BY: (Officer Name and Title)

(Printed Name)

**PROPOSED ORDINANCE NO. 2021-AMBULANCE SERVICE CONTRACT
TO BEGIN DECEMBER**

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 5:00P.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 be granted an exclusive franchise agreement to provide ambulance services for all of Cleburne County, Arkansas, beginning on the 13th day of December 2021.

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 ___th day of _____ 2021.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Jerry Holmes, Cleburne County Judge

Recorded: Book _____ Page(s) _____

Contract for Ambulance Service Franchisee Agreement

THIS AGREEMENT is made and entered into this ____ day of October 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 13th day of December 2021 and shall extend for a term of two (2) years, ending at midnight on the 13th day of December 2023.

Cleburne County and Contractor specifically reserve the right to cancel this Contract for no reason if either party shall so desire or may cancel upon default by the opposite party. Should either party wish to terminate this Agreement before the two (2) year 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

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) Survival Flight EMS shall retain the ability to collect revenues from fee-for-service billings and collections from patients and responsible third parties.
- 3) Should both County and Contractor agree that additional ambulances are necessary to cover the Emergency Operating Area (EOA) located in Cleburne County, Contractor agrees that the price per additional ambulance will not exceed the compensation in this original Agreement. More clearly stated, the County and Contractor may agree to add additional ambulances under this Agreement if both deem necessary for a price not to exceed One Hundred Twenty Five Thousand (\$125,000.00) Dollars per ambulance per year. Should both County and Contractor agree that additional ambulances are necessary then Contractor shall be allowed Sixty (60) days after approval by County to prepare and staff new ambulances for the EOA. All new ambulances added pursuant to this subsection shall be subject to same requirements and obligations of this Agreement.

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 12th day of August 2021.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Jerry Holmes, Cleburne County Judge

Recorded: Book _____ Page(s) _____