

AGENDA
Cleburne County Quorum Court
Thursday, July 13, 2023

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. Emergency Services Oversight Committee-**JP Foust**
 - b. Budget Committee-**JP Evans**
5. **Unfinished Business:**
 - a. Proposed Ordinance No. 2023-Tumbling Shoals/Ida Fire Dues (3rd Reading)-**JP Fletcher**
6. **New Business:**
 - a. Proposed Ordinance No. 2023-Amend Survival Flight Contract-**JP Foust**
 - b. Proposed Ordinance No. 2023-Interlocal Agreement-Heber Springs-**JP Foust**
 - c. Proposed Ordinance No. 2023-Amend 2023 Budget-Cleburne County Aging-**JP Foust**
 - d. Proposed Ordinance No. 2023-Amend Election Commission Compensation-**JP Evans**
 - e. Proposed Ordinance No. 2023-Amend 2023 Budget-Sheriff-**JP Evans**
 - f. Disposal of County Property-**Judge Crosby**
7. **Comments from the Public:**
8. **Announcements:**
 - a. Next Regular Quorum Court Meeting is Thursday, August 10, 2023.
9. **Adjournment:**

CLEBURNE COUNTY QUORUM COURT JOURNAL OF PROCEEDINGS

June 8, 2023

The Cleburne County Quorum Court met in regular session in the Cleburne Court Building, 922 South 9th Street, Heber Springs, Arkansas. The meeting was called to order at 6:03 p.m. County Judge Eric Crosby presided.

PRESENT: Moorehead, Henegar, Fletcher, Malone, Evans, Foust, Tamburo, Owens, Wildmon

ABSENT: Caldwell, Martin

JP Evans made a motion that the following items be placed on the June Agenda, seconded by JP Moorehead. Voice vote, motion carried.

- c. Proposed Ordinance No. 2023-Amend 2023 Budget-County Road
- d. Proposed Ordinance No. 2023-Amend 2023 Budget-Juvenile Drug Court Grant (2nd)
- e. Proposed Ordinance No. 2023-Amend 2023 Budget-Senior Center Grant (2nd)

READING, CORRECTION, AND DISPOSITION OF MINUTES:

Motion was made by JP Malone, seconded by JP Owens, to approve the May 2023 minutes. Voice vote, motion carried.

REPORT OF TREASURER:

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

REPORT OF COMMITTEES:

Election Committee: JP Fletcher reported with all the new Election laws, there was no need for the committee to continue to meet, so the members of the committee voted to bring it before the Court to dissolve the Election Committee, but to reserve the opportunity to reestablish if needed in the future. Committee was dissolved.

Emergency Services Oversight Committee: JP Foust asked that the report be given at the time the Proposed Ordinance for the Interlocal Agreement is discussed.

Budget Committee: JP Evans stated that the committee has not met, but he plans to call a meeting next week.

UNFINISHED BUSINESS:

Proposed Ordinance No. 2023-Tumbling Shoals/Ida Fire Dues

JP Fletcher made a motion to suspend the rules and place the proposed Ordinance on second reading by title only, seconded by JP Wildman. Roll call was taken. Ayes: Evans, Fletcher, Foust, Malone, Moorehead, Owens, Tamburo, Wildmon. Nays: Henegar. Absent: Caldwell, Martin. JP Fletcher read the proposed Ordinance by title only. The proposed Ordinance will be placed on the July Agenda for the third reading.

NEW BUSINESS:

Proposed Ordinance No. 2023-Protection of Right-of-Ways

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 TO PROVIDE PENALTY PROVISIONS FOR THE PROTECTION AND MAINTENANCE OF COUNTY ROADS AND RIGHT-OF-WAYS"**.

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

Foust, Henegar, Malone, Moorehead, Owens, Tamburo, Wildmon. Nays: None. Absent: Caldwell, Martin. JP Foust read the Ordinance by title only. JP Foust made a motion to adopt the Ordinance, seconded by JP Fletcher. JP Wildmon made a motion to amend the Ordinance by striking section 3. Motion died for lack of second. After a very lengthy discussion, JP Henegar made a motion to strike sections 3, 4, and 8, seconded by JP Malone. The court continued discussion and motion was amended to add "damage to culverts" to the list included in section 2. After further discussion, JP Henegar withdrew his motion amending the Ordinance. JP Foust withdrew his motion to adopt the Ordinance for the purpose of editing the Ordinance and placing a revised proposed Ordinance on the July Agenda.

Proposed Ordinance No. 2023-Interlocal Agreement-City of Heber Springs

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 TO APPROVE AND ADOPT AN INTERLOCAL AGREEMENT WITH THE CITY OF HEBER SPRINGS, ARKANSAS FOR THE JOINT EFFORT OF PROVIDING AN ALS/EMS BASE AT MOUNTAIN AIRE FIRE STATION".**

JP Foust made a motion to suspend the rules and place the Ordinance on the second reading by title only, seconded by JP Fletcher. Roll call was taken. Ayes: Evans, Fletcher, Foust, Henegar, Malone, Moorehead, Owens, Tamburo, Wildmon. Nays: None. Absent: Caldwell, Martin. JP Foust read the Ordinance by title only. JP Foust made a motion to suspend the rules and place the Ordinance on the third and final reading by title only, seconded by JP Wildmon. Roll call was taken. Ayes: Evans, Fletcher, Foust, Henegar, Malone, Moorehead, Owens, Tamburo, Wildmon. Nays: None. Absent: Caldwell, Martin. JP Foust read the Ordinance by title only. JP Foust made a motion to adopt the Ordinance, seconded by JP Fletcher. After a very lengthy discussion, JP Henegar requested that in Section C and Section I "expansions and maintenance" be stricken as discussed in the May QC meeting, and the Court agreed that the amount of \$17,500 would be the maximum amount of the County's reimbursement. JP Henegar asked that the ESOC request a written commitment from Survival Flight that Survival Flight will house a unit at the Mountain Aire Station. JP Foust withdrew the motion to adopt the Ordinance stating that a revised Interlocal Agreement, with the amendments discussed and with the review of the County Attorney to verify all is in accordance with the existing contract, will be directed to the City of Heber Springs to discuss in the City Council meeting for possible approval, and then be added to the July Quorum Court Agenda. Kim Ezell advised the Court that the Drasco Fire Department would like the opportunity to discuss with the Court the possibility of housing the North ALS unit at the Drasco Fire Department.

Proposed Ordinance No. 2023-Amend 2023 Budget-County Road

JP Evans 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. 2022-040 WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2023 AND/OR OTHER PURPOSES TO AMEND THE COUNTY ROAD BUDGET".**

JP Evans made a motion to adopt the Ordinance, seconded by JP Henegar. Judge Crosby advised the Court he is not filling the Assistant Road Foreman position and will be using Part-Time employment. Roll call was taken. Ayes: Evans, Fletcher, Foust, Henegar, Malone, Moorehead, Owens, Tamburo, Wildmon. Nays: None. Absent: Caldwell, Martin.

Passed and Adopted as Ordinance 2023-18.

Proposed Ordinance No. 2023-Amend 2023 Budget-Juvenile Drug Court Grant 2nd

JP Evans 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. 2022-040 WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2023 AND/OR OTHER PURPOSES TO AMEND THE JUVENILE DRUG COURT GRANT"**.

JP Evans made a motion to adopt the Ordinance, seconded by JP Owens. County Clerk Rachelle Evans advised the Court that this Ordinance is brought before the Court so that a "Group" on the Budget will not exceed the budgeted amount. Roll call was taken. Ayes: Evans, Fletcher, Foust, Henegar, Malone, Moorehead, Owens, Tamburo, Wildmon. Nays: None. Absent: Caldwell, Martin.

Passed and Adopted as Ordinance 2023-19.

Proposed Ordinance No. 2023-Amend 2023 Budget-Senior Center Grant 2nd

JP Evans 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. 2022-040 WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2023 AND/OR OTHER PURPOSES TO AMEND THE SENIOR CENTER GRANT"**.

JP Evans made a motion to adopt the Ordinance, seconded by JP Fletcher. This Ordinance is to appropriate the remaining amount of the entire reimbursable grant. JP Henegar asked if the vehicle purchased with this grant will become a county vehicle and/or if the County is responsible for insurance coverage. Judge Crosby advised he would research this matter. Roll call was taken. Ayes: Evans, Fletcher, Foust, Henegar, Malone, Moorehead, Owens, Tamburo, Wildmon. Nays: None. Absent: Caldwell, Martin.

Passed and Adopted as Ordinance 2023-20.

COMMENTS FROM THE PUBLIC:

- None

ANNOUNCEMENTS:

- Next Quorum Court Meeting is scheduled for Thursday, July 13, 2023.

ADJOURNMENT:

JP Malone made a motion to adjourn, seconded by JP Fletcher. The meeting was adjourned at 8:07 p.m.

ATTESTED:

Rachelle Evans, Cleburne County Clerk

Date

Book _____ Page (s) _____

PROPOSED ORDINANCE NO. 2023-TUMBLING SHOALS/IDA FIRE DUES

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: “AN ORDINANCE DISPENSING WITH A SPECIAL ELECTION ON THE ISSUE OF THE LEVY OF TUMBLING SHOALS/IDA VOLUNTEER FIRE DUES”.

WHEREAS, The Tumbling Shoals/Ida Volunteer Fire Department provides fire services for Tumbling Shoals/Ida fire district; and

WHEREAS, Legal representatives of the Tumbling Shoals/Ida Volunteer Fire Department have filed an attested petition with the Cleburne County Clerk’s Office, signed by a majority of registered voters in the volunteer fire department district, who voted in the immediately preceding general election; and

WHEREAS, The Cleburne County Clerk has certified the signatures; and

WHEREAS, A.C.A 14-20-108(a)(B)(i)(c) reads “...the quorum court by ordinance shall dispense with a special election on the issue of the levy of volunteer fire dues”.

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

Section 1. Fire dues for the Tumbling Shoals/Ida Volunteer Fire Department shall be listed annually on real property tax statements and collected by the county collector at the same time and in the same manner as real property taxes, pursuant to A.C.A. 14-20-108(a)(B)(i)(d)(1).

Section 2. The County Collector shall report delinquencies to the volunteer fire department for collection, pursuant to A.C.A. 14-20-108(a)(B)(i)(d)(2)(A).

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 _____ 2023.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Eric Crosby, Cleburne County Judge

Recorded: Book _____ Page(s) _____

PROPOSED ORDINANCE NO. 2023-AMEND SURVIVAL FLIGHT CONTRACT

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED “AN ORDINANCE FOR APPROVING THE AMENDED CONTRACT WITH SURVIVAL FLIGHT EMS.”

WHEREAS, on September 6, 2022, Cleburne County, Arkansas entered into a contract with Survival Flight EMS to provide ALS/EMS services to Cleburne County, Arkansas; and

WHEREAS, Paragraph 4, entitled “Compensation of Services,” contemplated housing ALS/EMS staff at the Heber Springs Fire Department’s Mountain Aire Fire Station; and

WHEREAS, the language describing the housing of Survival Flight staff at the Mountain Aire Fire Station used words like “hopefully” and “attempt,” and appeared to be less concrete and, therefore, less enforceable; and

WHEREAS, Cleburne County and the City of Heber Springs have an interlocal agreement prepared that would allow Survival Flight to house staff at the Mountain Aire Fire Station, and

WHEREAS, to ensure that Survival Flight will staff the Mountain Aire Fire Station with its staff, Cleburne County and Survival Flight have amended the language in Paragraph 4 to state, in definite terms, that Survival Flight will house staff at the Mountain Aire Fire Station upon successful execution of an interlocal agreement between Cleburne County and the City of Heber Springs and after completion of necessary construction;

WHEREAS, all parties have agreed to amendments, signed an amended contract (attached to this Ordinance as “Exhibit A”), and now await approval by the Cleburne County Quorum Court.

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

Section 1. The Cleburne County Quorum Court approves and accepts the executed amended contract reflected in “Exhibit A.”

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.

Section 4. EMERGENCY CLAUSE:
It is hereby found and determined by the Cleburne County Quorum Court that this amended contract is required to resolve the issue of EMS housing, thus protecting the citizens of Cleburne County. Therefore, an emergency is hereby declared to exist and this Ordinance being necessary for the immediate preservation of the public peace, health, safety, and welfare shall be in full force and effect upon passage and adoption.

PASSED AND ADOPTED this ____th day of _____ 2023.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Eric Crosby, Cleburne County Judge

Recorded: Book _____ Page(s) _____

AMENDED CONTRACT FOR ALS AND BLS AMBULANCE SERVICES

THIS AGREEMENT is made and entered into this 30th day of June, 2023 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 November 2022 and shall extend for a term of two (2) years, ending at midnight on the 1st day of November, 2024. 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. This extension, if awarded, shall commence at the end of the initial term and continue until expiration on July 31st, 2026, at midnight. 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.
 - i. Contractor agrees to provide and house one fully-staffed and full-time EXCLUSIVE ALS ambulance dedicated to the area of Cleburne County that is located North of Greers Ferry Lake. The County has full discretion over the site location and will provide housing for said ambulance. Typical utilities costs (electric, water, internet, gas) will be the responsibility of the Contractor.
 - ii. Contractor agrees to provide and house one fully-staffed and full-time ALS ambulance at the Mountain Aire Fire Station (City of Heber Springs), immediately following the completion of construction and renovation of said station, AND ONLY AFTER Cleburne County (County) and Heber Springs (City) have executed and filed an Interlocal Agreement for purposes described herein. Said ALS ambulance will be shared with the City and specific terms and housing conditions are described in the aforementioned Interlocal Agreement.
- 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 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.

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 or have ownership 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.

25. Effect of Execution of this Instrument.

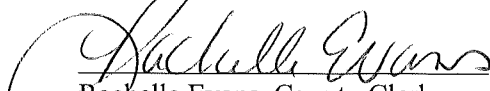
Upon execution of this amended contract, any previous contracts between Cleburne County and the Contractor that conflict with the terms of this contract are considered null and void.

WITNESS OUR HANDS AND SEALS on the date forth herein.

CLEBURNE COUNTY, ARKANSAS

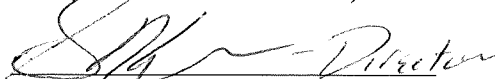

Eric Crosby, County Judge

ATTEST:


Rachelle Evans, County Clerk

Survival Flight EMS

BY: (Officer Name and Title)


(Printed Name)

**PROPOSED ORDINANCE NO. 2023-INTERLOCAL AGREEMENT
CITY OF HEBER SPRINGS**

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: “AN ORDINANCE TO APPROVE AND ADOPT AN INTERLOCAL AGREEMENT WITH THE CITY OF HEBER SPRINGS, ARKANSAS FOR THE JOINT EFFORT OF PROVIDING AN ALS/EMS BASE AT MOUNTAIN AIRE FIRE STATION.

WHEREAS, upon the approval of both parties, Cleburne County, Arkansas (the “County”) and the City of Heber Springs, Arkansas (the “City”) will enter into an Interlocal Agreement as to terms and form to provide maximum services for their citizens; and

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

Section 1. The Interlocal Agreement, a copy of which is attached hereto and incorporated herein by reference as “Exhibit A” as if set out fully word for word, is hereby approved and adopted.

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 _____ 2023.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Eric Crosby, Cleburne County Judge

Recorded: Book _____ Page(s) _____

**CITY OF HEBER SPRINGS AND CLEBURNE COUNTY
INTERLOCAL AGREEMENT FOR SHARED USAGE OF MOUNTAIN AIRE
FIRE STATION**

THIS AGREEMENT is made pursuant to Act 430 of 1967 and Act 742, Chapter 5j Section 90 of the 977 Acts of Arkansas, by and between the County of Cleburne, Arkansas, (hereinafter referred to as the County), the City of Heber Springs, Arkansas (hereinafter referred to as the City),

WITNESSETH:

(I) **WHEREAS**, the County and the City recognize their respective obligations to provide for the safety and protection of their citizens and

(II) **WHEREAS**, the County and the City have limited financial resources with which to provide for such protection; and

(III) **WHEREAS**, the County and the City desire to maximize revenues and the benefits the citizens derive there from, and to comply with the mandate of Amendment 10 of the Constitution of the State of Arkansas, and

(IV) **WHEREAS**, there is a need to provide for quick and effective ALS/EMS services for the County and the City and their citizens, including providing accommodations, facilities, operations, and other resources to ALS/EMS services, and

(V) **WHEREAS**, the County and the City are desirous of establishing an Interlocal Agreement whereby the City, who owns the Mountain Aire Fire Station (hereinafter referred to as the Station), shall share usage of the Station for purposes of housing ALS/EMS services contracted by the County. In return, the County will contribute revenues to expand, improve and maintain Station.

(VI) **WHEREAS**, by entering into such and Interlocal Agreement, the County and the City would thereby be able to provide increased and better coordinated services, protections, and opportunities for their citizens, and effectuate a saving of revenue, thereby allowing the County and the City to comply with Amendment 10 of the Constitution of the Sate of Arkansas, and

(VII) **WHEREAS**, acting completely in good faith, for the purpose of effectuating a saving of County and the City revenues, providing greater services, protections, and opportunities for the Citizens of the County and the City, and increasing the welfare for all citizens effected hereby:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the above premises, and for the mutual obligations hereby created, and the mutual benefits so derived, the parties agree as follow:

- A. The term of this agreement will continue until any one of the parties exercises its right to terminate this agreement as prescribed in Paragraph F of this agreement;
- B. There is no anticipated separate legal entity concerning this matter;
- C. The purpose of this agreement is for the City to share the use of the Station to provide housing for ALS/EMS employees that are contracted by the County, housing for ALS/EMS equipment including, but not limited to vehicles, supplies, and other essential and/or typical equipment; and in return, the County will help in contributing to expenses for improvements of the Station to accommodate the housing of additional ALS/EMS employees and equipment.

- D. For purposes of this Agreement, the County's contributions to the Station shall not include any payment of rent to the City.
- E. The city will enter into a contract with a contractor to improve the Mountain Aire Fire Station so as to allow for the housing for ALS/EMS employees.
- F. The County and the City agree to share contributions for the intended purpose of this agreement in the following manner:
- a. Improvements to the Station
 - i. The County: The County will reimburse the city by matching any contribution, dollar for dollar, that the City spends not to exceed \$17,500
 - ii. The City: The City is not limited in how much it can contribute with the understanding that any amount it contributes over \$17,500 will go unmatched by the County.
 - b. Any required maintenance or operations cost to the Station will be the responsibility of the City.
- G. The method for termination of this agreement shall require a six (6) months written notification of the intent to withdraw by the governing body of the public agency wishing to withdraw. On the date of termination, all parties shall be absolved of any future obligations to the other party, except as to the following:
- a. Should the City terminate this agreement within five (5) years of the execution of the agreement, then the City will reimburse the County its original contribution of up to \$17,500, depreciated by 10% for every year until year five, in which case, the City would reimburse 50% of the County's original contribution of up to \$17,500.
 - b. Should the County terminate this agreement within five (5) years, then no such reimbursement is necessary.

- c. After five (5) years, there will be no reimbursement, regardless of which party terminates.
- H. The City shall retain full ownership of the Station, even in the event of the termination of this Agreement. The City will retain any property that it solely owned that was at the Station. The County will retain any property that it solely owned, and that is not permanently affixed to the Station, that was at the Station only because it was housed there. Any property owned by a third party ALS/EMS service shall remain in the ownership of the third party and shall not be affected by the termination of this Agreement.
- I. The Cleburne County Judge and the Mayor of Heber Springs shall oversee the application of contributions to the improvements of the Station.
- J. This Agreement may be amended at any time upon agreement of both the County and the City according to the following terms of this Section. The party desiring to amend this Agreement shall draft the proposed amendment and, after passage by its governing body, shall submit the proposed amendment to the other party, whereupon the receiving party's governing body shall vote upon said proposed amendment. Should the amendment be accepted by a simple majority vote by both parties' governing bodies, it shall thereafter become a part of this Agreement. Should either party fail to approve the proposed amendment, it shall have no force or effect.
- K. This agreement is only for the shared use of, and shared contributions of certain expenses as mentioned above, the Mountain Aire Fire Station.

IN WITNESS HERETO, Cleburne County, Arkansas and the City of Heber Springs, Arkansas have executed this agreement by their duly elected officers who

are authorized to represent the respective parties hereto in assuring the rights and obligations set forth herein this ____ day of _____, 20____.

CLEBURNE COUNTY, ARKANSAS

ATTEST: _____
County Clerk

BY: _____
Cleburne County Judge

CITY OF HEBER SPRINGS, ARKANSAS

ATTEST: _____
City Clerk

BY: _____
Mayor of Heber Springs

PROPOSED

PROPOSED ORDINANCE NO. 2023-AMEND 2023 BUDGET-CLEBURNE COUNTY AGING

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. 2022-040, WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2023 AND/OR OTHER PURPOSES TO AMEND THE CLEBURNE COUNTY AGING BUDGET."

WHEREAS, the Cleburne County Aging Center has been having issues with their back up generator for their facility for several years. A few months ago, it was determined that it would not function should it be needed. To function properly, it needs a new control panel. Due to a lack of funds, the Cleburne County Aging Center has not been able to repair the much-needed generator.

WHEREAS, the Cleburne County Quorum Court acknowledges the important part the Cleburne County Aging Center plays for the Seniors in the County and the devastating affect not having the generator in the event of a power failure would bring, wants to help fund the repair.

WHEREAS, the Cleburne County Aging Center has some of the funds for the repair left in a grant for a separate project per White River Planning and Development, the Quorum Court of Cleburne County agrees to help with the remaining amount.

WHEREAS, the Cleburne County Aging (GIA) Budget may be used for other purposes than Grants-In-Aid, the previously titled "Cleburne County Aging (GIA)" Budget will be renamed "Cleburne County Aging Budget".

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

Section 1. The budget shall be amended and increased by adding the following appropriation:

Fund 1000 County General, Department 803 Cleburne County Aging

LINE ITEM	FROM	TO	CHANGE
1000-0803-4004 Machinery and Equipment	\$0.00	\$3,0000.00	+\$3,000.00
TOTAL CHANGE IN THE CLEBURNE COUNTY AGING BUDGET:			+\$3,000.00

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 _____ 2023.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Eric Crosby, Cleburne County Judge

Recorded: Book _____ Page(s) _____

PROPOSED ORDINANCE NO. 2023-AMEND ELECTION COMMISSION COMPENSATION

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 2020-012 ESTABLISHING RATE OF COMPENSATION FOR CLEBURNE COUNTY ELECTION COMMISSIONERS."

WHEREAS, The Cleburne County Quorum Court finds it necessary to amend the rate of compensation to Cleburne County Election Commissioners for the performance of their duties in service of Cleburne County.

Section 1. The Cleburne County Election Commissioners shall receive as compensation for their services, the sum of One Hundred Twenty-Five Dollars (\$125.00) per diem when a public meeting is held. A meeting is defined in A.C.A. §7-4-105.

Section 2. For purposes of this Ordinance, in addition to the meaning prescribed in Section 1, "meeting" shall also be defined as when a Cleburne County Election Commissioner, in the course of his/her duties as an Election Commissioner, spends four (4) or more hours in a calendar day dedicated to the performance of duties in his/her official capacity as a Cleburne County Election Commissioner.

Section 3. No Cleburne County Election Commissioner shall receive more than One Hundred Twenty-Five Dollars (\$125.00) per day for services performed in their official capacity as a Cleburne County Election Commissioner.

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 _____th day of _____ 2023.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Eric Crosby, Cleburne County Judge

Recorded: Book _____ Page(s) _____

**PROPOSED ORDINANCE NO. 2023-AMEND 2023 BUDGET-SHERIFF ARPA
REPLACEMENT 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. 2022-040, WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2023 AND/OR OTHER PURPOSES TO AMEND THE SHERIFF ARPA REVENUE REPLACEMENT FUND BUDGET."

WHEREAS, it comes time for the purchase of vehicles for the Sheriff's Department, and

WHEREAS, since the 2023 Budget was adopted the price of vehicles has increased, and

WHEREAS, two Sheriff vehicles were totaled with insurance to be collected in the approximate amount of \$30,500.00, and

WHEREAS, it has been determined that additional vehicles, other than what was budgeted, need to be purchased.

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

Section 1. The budget shall be amended as follows:

Fund: 1006 ARPA Revenue Replacement Fund, Department 400 Sheriff

LINE ITEM	FROM	TO	CHANGE
1006-0400-2009 New Vehicle Uplift	\$15,000.00	\$33,500.00	+\$18,500.00
1006-0400-4005 Vehicles	\$90,000.00	\$148,500.00	+\$58,500.00
TOTAL CHANGE IN SHERIFF ARPA BUDGET:			+\$77,000.00

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 _____ 2023.

ATTEST:

APPROVED:

Rachelle Evans, Cleburne County Clerk

Eric Crosby, Cleburne County Judge

Recorded: Book _____ Page(s) _____