

ORDINANCE NO. 2024-14

**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, LLC TO PROVIDE FOR AMBULANCE SERVICE THROUGHOUT CLEBURNE COUNTY, ARKANSAS”.**

**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 county-wide emergency ambulance services and wishes to include all cities within Cleburne County that have not opted their independent emergency medical establishment authority pursuant to A.C.A. 14-266-107.

**WHEREAS**, the Quorum Court desires to award Survival Flight EMS, LLC 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 14<sup>th</sup>, 2021, at 922 South 9<sup>th</sup> 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, Inc. 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, worked vigorously with Survival Flight, Inc. to reach a final agreement based upon the proposal provided by Survival Flight, Inc. and for ambulance coverage for Cleburne County, Arkansas, excluding the City of Heber Springs, Arkansas. A Contract for ALS and BLS Ambulance Services agreement was passed by the Cleburne County Quorum Court and entered into on September 6, 2022 by and between Cleburne County, Arkansas, and Survival Flight, Inc.

**Section 3.** The existing Contract entered into on September 6, 2022 expires at midnight on the 1<sup>st</sup> day of November 2024 and also requires a written notice of early termination delivered to the other party ninety (90) days in advance of the termination date. The Cleburne County Quorum Court wishes to enter into a new contract with Survival Flight EMS, LLC prior to the early termination requirements described within said existing Contract.

**Section 5.** The Cleburne County Quorum Court hereby approves the County Judge to sign, execute, and approve the Contract and Agreement, as attached herein as Exhibit “A”. Said Contract and Agreement provides that Survival Flight EMS, LLC will provide additional ambulance services in Cleburne County, Arkansas, beginning on November 1, 2024. This Contract and Agreement is attached to this Ordinance as Exhibit “A” and incorporated herein as if were listed word for word in this Ordinance.

**Section 6.** All Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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FILED  
2024 MAR 29 AM 9:27  
CLERK OF THE QUORUM COURT  
COUNTY OF CLEBURNE  
STATE OF ARKANSAS

ORDINANCE NO. 2024-14

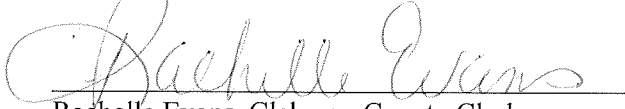
Emergency Clause

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 14<sup>th</sup> day of March 2024.

ATTEST:

APPROVED:

  
\_\_\_\_\_  
Rachelle Evans, Cleburne County Clerk

  
\_\_\_\_\_  
Eric Crosby, Cleburne County Judge

Recorded: Book F Page(s) ORD 15-21

F/ORD 14

## CONTRACT FOR AMBULANCE SERVICE

THIS CONTRACT AND AGREEMENT (hereinafter "Agreement") is made and entered into on the dates signed by the parties as indicated on the signature page. This agreement is by and between The County of Cleburne, Arkansas (hereinafter "County"), all applicable cities within Cleburne County to include Heber Springs, Higden, Greers Ferry, Concord and Quitman (hereinafter "Cities"), and Survival Flight EMS, LLC (hereinafter "SFEMS") (may be referred to collectively as "Parties").

**WHEREAS**, the Parties hereto desire to enter into an agreement whereby SFEMS shall provide first responder services necessary for the proper operation and maintenance of an ambulance service.

**WHEREAS**, the services to be provided by SFEMS are necessary to preserve the health, safety, and welfare of the citizens within Cleburne County, Arkansas.

**NOW, THEREFORE**, for and in consideration of the mutual agreements and covenants herein contained, the Parties to this **CONTRACT** have agreed, and hereby agree, as follows:

A. SFEMS Agrees:

**1. Services, Response Area/Functional Responsibilities.** SFEMS primary response area will be the entirety of the lands comprising Cleburne County to include the geographical areas within its Cities. SFEMS shall respond to any call requested by the Cleburne County 911 Center.

SFEMS shall be the exclusive and sole provider of both emergency and non-emergency transports within the County and its Cities. SFEMS represents that it is licensed in accordance with Arkansas state law and regulations to provide this service within the State of Arkansas.

SFEMS shall strictly adhere to Arkansas state requirements for response time to emergency calls.

SFEMS shall respond and assist the County or Cities on any and all calls, as requested, including structure fires and any other call which may have the potential for bodily injury.

Pursuant to the State of Arkansas Regulations, SFEMS shall obtain mutual aid partnership(s) with all available and willing emergency medical services ("EMS") providers within the County and in neighboring communities to further assist in coverage in the event that all of the SFEMS units are unavailable due to emergency call volume,

**2. Level of Service/Clinical Staffing Standards.** The Ambulances provided by Survival Flight EMS shall be five (5) units staffed at the Advanced Life Support (ALS) level of service. These units shall be staffed twenty-four hours a day, seven days a week, and every day of every year for the duration of this agreement. At all times, there shall be a minimum of five staffed ambulances to provide coverage. All SFEMS personnel shall be licensed pursuant to Arkansas legal standards and the State of Arkansas regulations.

The parties recognize and acknowledge that there may be times when providing personnel necessary to staff five (5) separate ALS ambulances may not be possible due to staff shortages, scheduling issues, or other unavoidable circumstances. Therefore, during those times SFEMS may transition one (1) of its ALS level units to a Basic Life Support (BLS) level unit in order to provide scheduling flexibility and for non-critical care transfers. In no way shall this level of staffing be permanent and the use of a BLS unit shall not be greater than 48 contiguous hours per event. In the event a BLS unit is deployed, notification shall be made to the Cleburne County OEM immediately upon deployment of the BLS unit.

Survival Flight EMS agrees that it is imperative that at least one (1) ALS unit be available to the city of Heber Springs and able to respond at all times. Survival Flight EMS will make every reasonable effort available to maintain this level of readiness.

SFEMS personnel shall undergo pre-hire evaluations and clinical testing. SFEMS staff shall be required to undergo monthly EMS topic training. They shall also be subject to quarterly and annual skills competency checks guided by SFEMS' Director of Education.

**3. Assets to be Provided.** SFEMS shall provide five staffed (5) Ambulances licensed within the State of Arkansas to serve the County and the Cities therein the defined service area, collectively, in accordance with the preceding section "2."

SFEMS shall equip the five (5) ambulances pursuant to Arkansas legal standards and the State of Arkansas regulations, and also with EMS equipment such as a 12 Lead EKG monitor with telemetry capabilities, Critical Care Transport Ventilator, IV Infusion pump, EZ-IO Drill, and other Critical Care equipment. SFEMS may modify, replace, or discontinue use of any item deemed to be *Critical Care Equipment* including the items specified within this Paragraph, if, in its sole discretion, it determines an enhanced technology or technique leads to improved patient care or outcome.

**4. Office.** SFEMS shall maintain an office within the corporate limits of the City of Heber Springs. The office shall be manned and maintained twenty-four (24) hours per day, and every day of every year, for the duration of the Agreement locally or through SFEMS' dispatch center.

**5. Deployment.** All SFEMS' units shall be primarily stationed at facilities agreed upon by the EMS Advisory Committee. Three (3) units shall be statically stationed and deployed from within the city limits of Heber Springs, AR. The remaining two units will be statically stationed outside of Heber Springs with one being stationed to the Northern side of Greers Ferry Lake and one to be stationed to the Southern side of Greers Ferry lake. If applicable, SFEMS shall pay fair market value lease rate, which shall be set forth in separate contract.

**6. Training and Outreach Education.** SFEMS shall provide up to 10 outreach education classes per year to any City Departments (i.e., Fire, Police, Water, or Street), Schools, Civic or Community Organizations within Cleburne County as requested. SFEMS shall do these classes for free with the exception of classes which result in obtaining a certification card.

SFEMS agrees to station one or more of the response ambulances at community events where exclusive dedication of ambulances to the event is not required, upon such request by the Cities or County administration or their designee, at no additional charge.

**7. Participation in EMS Advisory Committee(s).** SFEMS shall participate in any EMS Advisory Committee, which membership shall be developed as directed by the Cities or County. The purpose of the Advisory Committee is to provide an active, planned, and structured forum for communication, feedback, and potential resolutions for any issue or concerns relating to EMS services and issues in general within the affected area and/or communities. The Advisory Committee shall identify any and all nonconformities or irregularities by SFEMS relating to the above topics.

**8. Inspections, Information Collecting, Record Keeping and Reports.** SFEMS agrees to collect, compile, prepare and submit summary performance and exception reports within 30 days following receipt of any written request of the Cities or County. SFEMS likewise agrees to provide access to all state inspection reports, and copies of all state licenses at the request of the Cities or County within 10 days following receipt of any written request to do so. SFEMS shall provide a monthly "EMS snapshot" of operational information for review.

**9. Billing and Membership.** The setting of rates, obtaining subscription service contracts, and

collecting fees shall be the responsibility of SFEMS. SFEMS service rates shall not exceed the highest commercial payor approved rate for the service area.

SFEMS will offer annual memberships, equal or equivalent to standard ambulance memberships currently in place by SFEMS in areas of comparable population, geographical, and annual call volume, to the residents residing within Cleburne County, to assist in offsetting the cost of ambulance service to individual members.

SFEMS shall not charge for EMS standby's unless the request would be for an exclusive unit dedication and/or for extended amount of time exceeding twelve (12) hours. This fee shall not exceed SFEMS' actual costs incurred to pay employee overtime costs. SFEMS shall be responsible for invoicing and collecting for services from the individual clients. Rates and prices for subscriptions are the responsibility of SFEMS.

**10. Insurance.** SFEMS shall maintain liability insurance throughout the term of the Agreement in an amount that, at minimum, conforms to the requirements of the State of Arkansas, and shall list the Cities and County as additional insureds on the policies. SFEMS agrees to maintain minimum insurance coverage limits as set forth by any regulatory body. The insurance shall be in addition to any auto insurance required on ambulances.

SFEMS shall furnish the Cities or County with satisfactory proof of the insurance required in the form of a certificate of coverage for each applicable policy, The certificate of insurance provided shall contain a statement requiring the insurance carrier to provide the Cities or County ten (10) days written notice prior to cancellation of coverage provided to SFEMS by the applicable policy.

The County and Cities Agree:

I. **Compensation.** Survival Flight EMS, LLC. will not require subsidy as part of this agreement.

It is further mutually agreed between SFEMS and the County and Cities as follows:

II. **Term.** This contract shall be for a term of five (5) years, beginning October 31, 2024 and shall be automatically extended for two (2) additional two (2) year terms unless terminated by the parties.

2. **Remedies.** In the event of an alleged breach of contract by SFEMS, the alleging party shall give written notice of the breach to SFEMS and SFEMS shall have thirty (30) days following receipt of written notice within which the cure the breach, except that if SFEMS' breach is a failure to provide the required number of ambulances ("services") for a period exceeding seven (7) days, after receipt of written notice to SFEMS of the failure to provide services, the alleging party may terminate its obligations to this Contract immediately upon providing written notice of termination said party's obligations to SFEMS and to the remaining parties.

The parties agree that in the event any of the Parties are required to resort to legal proceedings, or to incur expenses of any kind or nature in the enforcement of their rights hereunder, the successful party shall have the right to collect all legally allowable damages, including reasonable attorney fees and expenses, from the losing party.

3. **Governing Law/Venue.** This contract shall be governed by the laws of the State of Arkansas.

4. **Capacity/Independent Contractor.** It is expressly acknowledged and agreed that SFEMS is acting as an independent contractor and not as an employee. SFEMS and the County and Cities acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The County nor its' Cities are not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation insurance premium, profit-sharing, pension, or any other employee benefit for SFEMS. SFEMS acknowledges and agrees that SFEMS is responsible for paying, and complying with reporting requirements, for all local,

state, and federal taxes relating to payments made to SFEMS under this Contract.

5. **Waiver.** No delay or omission to exercise any right, power, or remedy accruing to the Parties hereto upon any breach or default of the Parties respectively under this Contract shall impair any such right, power, or remedy of such Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.

6. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

7. **Joint Preparation.** This Agreement is to be deemed to have been prepared jointly by the Parties hereto after negotiations, and any uncertainty or ambiguity existing herein shall not be interpreted against any party, but according to the application of the rules of interpretation of contracts.

8. **Binding Effect.** All of the terms, conditions, covenants and agreements contained in this Agreement shall be binding on the Parties and their respective agents, heirs, successors, and assigns.

9. **Captions.** All captions of the sections are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

10. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understandings of every and any nature between them, and no Party shall be bound by any condition, definition, warranty or representation, other than as expressly set forth or provided for in this Agreement, or as may be, on or subsequent to the date hereof, set forth in writing and signed by the Party to be bound thereby. This Agreement may not be changed or modified, except by agreement in writing, signed by all of the parties hereto.

11. **Assignment.** It is expressly agreed by and between the Parties that no part of this Agreement may be assigned or transferred without the express written consent of the EMS Advisory Committee.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed. The parties signing this agreement attest that they have the full power and authority to execute this agreement on behalf of their respective cities and Survival Flight EMS, LLC.

\_\_\_\_\_  
Kasey Griffin, Mayor  
City of Heber Springs  
Date signed \_\_\_\_\_

*Eric Crosby*  
\_\_\_\_\_  
Eric Crosby, Judge  
Cleburne County  
Date signed \_\_\_\_\_

\_\_\_\_\_  
Mayor Todd Henry  
City of Quitman  
Date signed \_\_\_\_\_

\_\_\_\_\_  
Mayor Darryl Birdsong  
City of Greers Ferry  
Date signed \_\_\_\_\_

\_\_\_\_\_  
Mayor Rodney Brackett  
City of Concord  
Date signed \_\_\_\_\_

\_\_\_\_\_  
Mayor Robert Barker  
City of Higden  
Date signed \_\_\_\_\_

\_\_\_\_\_  
Survival Flight EMS, LLC  
Date signed. \_\_\_\_\_

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