RESOLUTION NO. R-2018-05

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A FIVE YEAR AGREEMENT BETWEEN THE CITY OF WARD, ARKANSAS AND SOUTHERN PARAMEDIC SERVICES, INC. AND CODE THREE LEASING, LLC TO ALLOW FOR EMERGENCY RESPONSE AMBULANCE SERVICE; AND FOR OTHER PURPOSES

WHEREAS, the City of Ward and Allied Ambulance Service, LLC ("Allied"), have previously executed and honored a franchise agreement for Allied to provide emergency response ambulance service to Ward citizens; and

WHEREAS, Allied has or is merging with Southern Paramedic Services, Inc. and Code Three Leasing, LLC ("Southern"), and

WHEREAS, the current agreement expires on December 31, 2019 and the parties desire to extend such agreement for an additional five (5) years to March 17, 2023, and

WHEREAS, the City of Ward and Southern, have executed and honored or will execute and honor a franchise agreement for Southern to provide emergency response ambulance service to Ward citizens; and

WHEREAS, this agreement has furthered the governmental objective of the City of Ward to provide high quality emergency response ambulance service to its citizens.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Ward, Arkansas:

Section 1. The Agreement, in substantially the form presented at the meeting at which this Resolution is addressed, and attached hereto as Exhibit “A”, is hereby approved, and the Mayor and City Clerk of the City of Ward, Arkansas, is authorized to execute the Agreement on behalf of the City of Ward, Arkansas, with such changes as may be approved by the Mayor consistent with the Agreement presented and the terms of this Resolution. Upon the expiration of the five (5) year term, the City Council authorizes a month-to-month extension until a formal extension is approved by both parties.

Section 2. (a) The Mayor and Clerk of the City of Ward, Arkansas, is authorized to execute such writings and take such actions as may be appropriate to carry out the terms of this Resolution.

(b) Action heretofore taken by the Mayor and the Clerk and consistent with the purposes of this Resolution, including execution of the agreement, is hereby ratified.

Section 3. It has been found that the Agreement is plainly in the interest of the city of Ward, Arkansas, and that its execution is essential. Therefore, this Resolution,
being necessary for the preservation of the public health and safety, shall be in effect upon its adoption.

ADOPTED this 12 day of March, 2018.

Mayor Art Brooke

City Clerk John Barclay
AGREEMENT

This agreement, made this ___ day of ____________ 2018, by and between the City of Ward, Arkansas, hereafter referred to as the “City” and Southern Paramedic Services, Inc., and Code Three Leasing, LLC, hereafter referred to as “Contractor”.

The parties hereto do mutually agree as follows:

1. TERM

The term of this agreement shall be for a period of five (5) years beginning on March 18, 2018, and terminating on March 17, 2023. All terms of this agreement shall, however, be subject to annual review and written modifications as agreed by both parties.

2. CONTRACT PRICE

The contract price shall be as follows:

Year 1 $20,000

Payments for each year shall be made in total or in installments to be made at the discretion of the Mayor as he deems in the best interest of the City, provided however that total payment shall be tendered on or before the last day of the year.

Such payment(s) shall be considered as subsidy for the operation of the service in the City and shall not pertain to any other services that might be provided by the Contractor. The payments may be subject to City taxation.

3. NON-ASSIGNMENT

The Contractor shall not assign or transfer this agreement or any part hereof without the written consent of the City. Such consent, if given, shall not release the Contractor from any of its obligations and/or liabilities under this agreement.

4. EARLY TERMINATION

Should the Contractor, during the term of this agreement, be adjudged bankrupt or make general assignment for the benefit of its creditors or if a receiver should be appointed on account of insolvency, the City may, without prejudice to any other right or remedy, terminate the agreement and seek new proposals. The City also reserves the right to seek new proposals at the end of each year, if, in the opinion of the City, the Contractors performance is not satisfactory.
5. STATUS OF CONTRACTOR

All work performed, services provided, and business conducted by the Contractor pursuant to this agreement is as an independent Contractor and this agreement does not constitute a contract of employment, partnership, or agency.

The Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the type and amount of equipment and staffing needed, the general and local conditions, and all other matters that may in anyway affect its performance of the agreement. No verbal agreement or conversation with any officer, employee, or agent, before or after the execution of this agreement, shall affect or modify any of the terms of this agreement.

6. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall provide to all residents of the City full time emergency response service and necessary dispatching and shall operate said service twenty-four (24) hours per day, seven (7) days per week. Said service shall include, but not limited to, the following:

A. SERVICE

The ambulance service to be provided will be twenty-four (24) hours a day, seven (7) days a week for the residents and the citizens of the City of Ward, Arkansas. This will include emergency and non-emergency ambulance service and ambulance transport for any requesting individual or agency within the City of Ward, Arkansas.

The service area is described and defined as the city limits of the City of Ward, Arkansas. It is anticipated that these city limits may change during the term of the contract. The service area will change with these changes in the city limits.

The service will be provided to all residents and citizens regardless of age, race, sex or ability to pay.

B. AMBULANCES

Service will be provided by one (1) Paramedic, ACLS (advanced cardiac life support), staffed and equipped ambulances to be permanently stationed in the City of Ward. The locations of the ambulance station(s) will be based upon what will provide the best access to the population, access to streets and roads; and, which will enable the provider to meet the response time and reliability factor as set forth herein.

Contractor will be responsible for securing the locations and stations for the ambulances at Contractor’s expense. This includes responsibility for any rent, utilities, insurance or other liability associated therewith.
C. RESPONSE TIME

Response time performance will be externally monitored by the City of Ward, Arkansas.

Response time will be not greater than eight (8) minutes on all calls with a reliability factor of 90%. Reports of all responses along with the corresponding response time will be submitted to the Ward Fire Chief on a monthly basis. The report will be due no later than the 10th of the month.

The response time is defined as the interval between the moment that a call back number, location, and chief complaint are first made known to the Dispatch clerk for Southern Paramedic Services, Inc. and Code Three Leasing, LLC and conclude the moment the first properly equipped and staffed ambulance arrives on the scene.

If the response time exceeds eight (8) minutes, the service provider will include a written report of the reason the response time exceeded the required time in the monthly report required herein. Each incident will have a separate report.

Reasons which may be allowed as causing a delay in the response time is when:

a. Severe Weather Conditions exist
b. Unusual System Overload exists
c. A Declared Disaster exists.

Causes for late responses attributed to traffic congestion and/or vehicle failure are not valid exemptions from the required response time.

The ambulances will be equipped and staffed with personnel according to the State of Arkansas and Arkansas State Health Department requirements and standards for Paramedic/ACLS ambulance.

D. COMMUNICATIONS

Contractor will have radio capability compatible with Air Ambulance Provider(s), the Ward Police Department, the Lonoke County Sheriff’s Office and the Ward Fire Department. Contractor will furnish portable, hand-held radios for ambulance personnel. Ambulance personnel will contact the Lonoke County Sheriff’s Office dispatch when units are responding to all calls.

Contractor will maintain a paging system to provide additional alert capacity to personnel of emergencies.

Contractor will maintain at least two (2) seven digit phone lines for emergency and non-emergency calls. The lines will be designed to roll over in the event the line dialed is in use and will be published in the phone directory.
Contractor will also maintain a dedicated landline to enable a transfer of 911 or other emergency calls from Dispatch Control at the Lonoke County Sheriff’s Office to Contractor. This will be staffed by Contractor twenty-four (24) hours a day, seven (7) days a week.

7. RESPONSIBILITIES OF THE CITY

In addition to the payment of the contract price, the City agrees to the following:

A. Provide fire and/or police services as needed for assistance with those ambulance calls requiring rescue, extrication, traffic control, etc.

B. The City may, at its option, maintain and operate an ambulance, which shall not be used as a public response ambulance, but may be used as a support unit as needed and available.

8. CHARGES TO THOSE SERVED

The Contractor will establish and offer to residents of the City an annual membership program at a cost of $________ per year to cover all members of the same family within the same household. Contractor will honor similar memberships held by residents of the City for any remaining term of such membership (but in no event for a period exceeding one (1) year from the date of this agreement), subject to Contractor’s receipt and approval of a list of all memberships currently outstanding, noting the date of sale and date of expiration. See also Exhibit “A”, paragraph XII. Rates.

The Contractor shall not refuse services to any person in the City based on ability to pay.

9. PROTECTION OF THE CITY

The Contractor shall indemnify and hold harmless the City from any and all suits or actions of any and/or every kind and description brought against the City or any of its officers, employees, or agents, and also from damages and costs to which it, they, or any of them, may, by reason of injury to a person or property of any other, resulting from the performance or the Contractor’s obligations under this agreement.

In addition, the Contractor shall carry an insurance policy providing complete third party comprehensive bodily injury and property damage insurance, limits which shall not be less than $1,000,000.00 for bodily injury and $1,000,000.00 for property damage, per occurrence. The Contractor shall furnish the proper certifications of insurance coverage, including an executed copy of the policy, to the City before the effective date of this agreement and a certificate of current insurance periodically thereafter. The City shall be named as an additional insured on the Contractor’s insurance policy.

10. CALLS FOR AMBULANCE SERVICE
All emergency and non-emergency calls made by the City for ambulance service shall be referred to the Contractor.

When calls are received by the police or fire departments, said calls shall be relayed to the Contractor.

Dispatch procedures shall follow all applicable laws and regulations, and a copy of which shall be provided to the Department of Fire/Rescue Services.

11. VIOLATION

Any violation of the terms of the agreement may result in the withholding of subsidy payments until such time as the conditions that created the violation have been corrected to the satisfaction of the City.

12. DISCRIMINATION

The parties hereto agree not to discriminate against any person in need of ambulance service for any reason whatsoever. Such discrimination shall include, but not be limited to, medical reasons, financial, ethnic, racial, religious, and all other forms of discrimination.

13. OTHER PROVISIONS

Contractor agrees to maintain and publish telephone numbers in City’s telephone directory for the ambulance services to be provided hereunder.

City may declare this Agreement to be in default upon Contractor’s failure to satisfactorily comply with all agreements contained herein, violation of any applicable ordinances of cities in City or laws of State of Arkansas, or Contractor’s filing of bankruptcy whether voluntary or involuntary. The City of Ward may cancel the contract with Contractor for any breach of the requirements herein. Upon written notification of any breach herein by certified mail, return receipt requested, to Contractor’s address, Contractor will have fourteen (14) days from the date of receipt of the notification to cure the breach of the requirement complained of. Failure to do so can result in the City of Ward canceling the contract herein. In the event that Contractor should fail to cure any such default within fourteen (14) days from their receipt of the above notice, this contract shall be voidable at the option of the City.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their perspective successors and assigns.

This Agreement may be amended only by an instrument in writing executed by all parties hereto.
This Agreement and the exhibits, schedules, certificate, instruments, agreements and other documents referred to herein constitute the entire agreement of the parties hereto.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. In addition, this Agreement may be executed by facsimile signature with the original signature to be provided promptly immediately thereafter.

This Agreement shall be construed and enforced under and in accordance with and governed by the laws of the State of Arkansas.

In the event any part, term, clause section of provision of this Agreement shall contravene or be invalid under the laws of the particular jurisdiction where used, construed, or enforced, such contravention on invalidity shall not invalidate the whole Agreement, but instead this Agreement shall be construed as if not containing the particular provision or provisions held to be invalid in the particular jurisdiction, the invalidity of the remaining portions or provisions not being affected thereby, and the rights to the partied hereto shall be construed and enforced accordingly.

WITNESS our hand and seals this _____ day of __________________, 2018.

SOUTHERN PARAMEDIC SERVICES, INC.   CITY OF WARD, ARKANSAS
And CODE THREE LEASING, LLC

By: ________________________   By: ________________________
   MAYOR

ATTEST: ________________________   ATTEST: ________________________
   CITY CLERK
AGREEMENT

This agreement, made this 12th day of March 2018, by and between the City of Ward, Arkansas, hereafter referred to as the “City” and Southern Paramedic Services, Inc., and Code Three Leasing, LLC, hereafter referred to as “Contractor”.

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In addition, the Contractor shall carry an insurance policy providing complete third party comprehensive bodily injury and property damage insurance, limits which shall not be less than $1,000,000.00 for bodily injury and $1,000,000.00 for property damage, per occurrence. The Contractor shall furnish the proper certifications of insurance coverage, including an executed copy of the policy, to the City before the effective date of this agreement and a certificate of current insurance periodically thereafter. The City shall be named as an additional insured on the Contractor’s insurance policy.

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This Agreement shall be binding upon and inure to the benefit of the parties hereto and their perspective successors and assigns.

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This Agreement shall be construed and enforced under and in accordance with and governed by the laws of the State of Arkansas.

In the event any part, term, clause section of provision of this Agreement shall contravene or be invalid under the laws of the particular jurisdiction where used, construed, or enforced, such contravention or invalidity shall not invalidate the whole Agreement, but instead this Agreement shall be construed as if not containing the particular provision or provisions held to be invalid in the particular jurisdiction, the invalidity of the remaining portions or provisions not being affected thereby, and the rights to the partyed hereto shall be construed and enforced accordingly.

WITNESS our hand and seals this 13th day of March, 2018.

SOUTHERN PARAMEDIC SERVICES, INC. CITY OF WARD, ARKANSAS
And CODE THREE LEASING, LLC

By: ____________________________  By: ________________
    Gary Padget, CEO              MAYOR

Southern Paramedic Services
Gary Padget, CEO

ATTEST: ________________________  ATTEST: ________________
        Rebecca S. Hamilton        CITY CLERK

[Stamp: Rebecca S. Hamilton, Notary Public, Oct. 15, 2018]