

**Agreement to Provide Exclusive ALS and BLS Emergency/Non-Emergency
Ambulance Service to Madison County, Mississippi**

This Agreement to be the exclusive provider of Advanced Life Support (ALS) and Basic Life Support (BLS) emergency/non-emergency ambulance service is made and entered into on this the _____ day of _____, 2016 to be effective on the 10th day of May, 2016 (“Effective Date”) by Pafford Emergency Medical Services, Inc. (“Pafford”) and the County of Madison, Mississippi (“County”), upon the following terms and conditions.

1. During the term of this Agreement, Pafford will be the exclusive single provider of ALS/BLS emergency/non-emergency ground ambulance service for the County as provided herein. Pafford will be the EMS Lead Agency and the only provider of EMS in Madison County during the term of this contract.
2. The operation of the ambulance service will be limited to the Service Area, which is the current, and any future expanded corporate boundaries of the County.
3. Pafford will be responsible for all emergency and non-emergency ambulance responses and all ambulance transports originating in the County on a twenty-four hour basis every day of the term covered by this Agreement. Emergency ambulance dispatch shall be coordinated through the County’s dispatch center and shall follow the guidelines set forth by the County.
4. Pafford will receive all request for emergency/non-emergency ambulance service and all ALS/BLS ambulance service and all other ambulance calls received by the County’s dispatch center or any healthcare facility or resident and/or business for:
 - All 9-1-1/PSAP (public safety access point) requests for ambulance service;
 - Ambulance transport to an emergency department from the scene of emergency, including transports to an emergency department originating from a skilled nursing facility, physician’s office, medical clinic, residential care facility, or other medical facility;
 - ALS/BLS ambulance transports from a general acute care hospital within the County to any other general acute care hospital;
 - ALS/BLS ambulance transport from any location within the county.
 - Critical care transport (CCT) ambulance transports, which shall conform to the definition of “Specialty Care Transport” as defined in 42 CFR 414.605, from a general acute care facility within the County to any other general acute care hospital; and,
 - Any other patient transport call made to County’s dispatch
5. When a request for service is received at the County’s dispatch center, the County’s dispatcher will answer the request and follow approved dispatch procedures, coordinate with Pafford’s designate dispatch center to provide planned pre-arrival assistance (as appropriate) and manage the appropriate EMS response, given the nature of the request, including timely backup ambulance coverage and the competing demands upon the system at that point and time, including, when appropriate, the notification of non-transport first responders and/or EMS air transport provider agencies.
6. Ambulance response times must not exceed ten (10) minutes for 90% of all emergency calls in the cities of Ridgeland, Madison, and Canton and twenty (20) minutes for 90% for emergency calls at

any given location within the County's EMS District from the time the dispatched information is given to Pafford unit the ambulance arrives on scene.

Response Time Exceptions:

- Adverse and/or extreme weather conditions
- Excessive traffic events due to in and/or outbound accidents that impede transport
- Thoroughfare crossings blocked by trains
- Excessive response loads due to mass casualty incidents
- Excessive ER wait times

Response time exceptions shall be reviewed and approved by the County Fire Coordinator upon each monthly response review process. Pafford must provide a redundancy system to facilitate emergency calls when all of Pafford's ambulance service resources have been allocated to other emergency situations, regardless of the total number of ambulances required to meet this standard. Pafford shall provide any and all additional resources needed to meet the County's response criteria set forth within this Agreement. In addition, every ambulance unit provided by Pafford for emergency response must, at all times, except authorized herein, be fully equipped with all necessary ALS equipment and staffed to operate at the advanced life support (paramedic) level on all ambulance responses, including immediate and urgent services. Clinical performance must be consistent with all Mississippi State Department of Health policies and approved medical standards.

7. Pafford will be responsible for providing the necessary radio equipment and upgrades within each response unit compatible to the radio and dispatch system already being utilized at the County's dispatch center. (MSWIN, 700 Mhz, 800Mhz, and/or 154 Hz frequency systems)
8. Pafford shall provide all medical re-supply items needed to re-stage each Fire Department unit back to available status upon completion of an emergency call.
9. The County shall provide Pafford with Sub Stations to be located in Flora and Canton. These Sub Stations will house Pafford crews, ambulances and equipment for staging. Pafford will be responsible for all equipment and supplies for these stations.
10. Pafford will begin developing a Communications and Command Center in Madison County that will house the Medical Communications Center for Pafford EMS by March 1st, 2017.
11. Extrication and rescue activities will be the responsibility of the County Fire Departments. Pafford is not responsible for these activities and shall have no liability related thereto.
12. In addition to emergency response, Pafford shall provide emergency ambulance coverage/standby at the request of any Fire Department located in Madison County to special functions including but not limited to public school events and activities such as sporting events and games, dances, science fairs, etc., and city festivals, extended fire suppression calls, hazardous material operations, and any other activities deemed necessary to provide preemptive emergency medical care to the visitors, citizens, and emergency service personnel within the County. Notification of scheduled dedicated units and events require 48-hour notice. Pafford reserves the right to charge in the future for stand-by service for "for profit" waits/events.

13. Pafford shall be responsible for securing on-line and off-line medical control as defined in the Rules and Regulations of the Mississippi State Department of Health, Division of Emergency Medical Services. On-line Medical Control will be with a physician and/or physician group and hospital meeting requirements set forth by the State and located in the Central Mississippi metro-plex. On-line Medical Control will be to one of the hospitals we transport to on a routine basis. Off and on-line Medical Control will be available to all Madison County Fire Departments and response entities.
14. Pafford shall afford equal employment opportunities and will not discriminate based on race, color religion, gender, age, physical disability, or natural origin, or any other basis prohibited by applicable law, with respect to hiring, compensation, promotion, raining, or any other conditions of employment.
15. The conduct and appearance of Pafford's personnel must be professional and courteous at all times. Pafford shall provide its current employee Policies and Procedures to the County.
16. Pafford shall have in place within the Service Area, four (4) fully staffed, outfitted and equipped ALS ambulance units 24/7 every day of this agreement. This is subject to the active deployment of such unit or units outside of the Service Area during the performance of duties required by this Agreement.

Moreover, Pafford shall provide to the County at least one (1) additional fully staffed, outfitted and equipped ALS ambulance units, Monday through Friday in order to handle surge call volume, subject to the active deployment of such unit or units outside of the Service Area during the performance of duties required by this Agreement.

The equipment and staffing standards set forth above are the minimum levels required and Pafford agrees that, if reasonably necessary, upon request it will provide additional equipment and staffing to achieve the response time standards set forth below.

17. Pafford must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely timely and reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This process requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. Pafford shall provide quarterly internal evaluations and shall as requested by the County, provide such documentation as may be required for the County to perform evaluation of Pafford's performance.
18. Pafford shall provide the highest quality clinical care, provide a reliable EMS service at a reasonable cost to consumers, and provide the community with an operationally and financially stable system. Pafford shall be the sole provider of emergency and non-emergency ambulance services in the County.
19. Requests for assistance to medical emergencies typically are made through the 9-1-1 phone system. These calls are answered by the County's designated dispatch center. Personnel at the County's

dispatch center will identify the caller's needs and if medical aid is needed, and will follow priority dispatching protocols to identify the nature of the call and location. This information will then be transferred via phone or electronic data interface to Pafford and to the County's Fire Department. The County's dispatch center is operated by County employees under direct supervision of the Madison County Sheriff's Department.

20. Pafford will provide Basic Life Support (BLS) ambulance unit/s, as necessary, staffed by two EMT-Basics to be used for non-life threatening responses including calls so designated through emergency medical dispatch protocols, mental health transports requested by law enforcement, nursing care facilities, and inter-facility transfers. The BLS ambulance unit/s will be available at all times to facilitate the above listed transports. Pafford shall be responsible for maintaining and coordinating all such transfers with health care facilities located within the County.
21. Patient treatment and transport shall be performed in accordance with all applicable laws and regulations which may include, in the case of paramedics, making contact with a mobile intensive care nurse (MICN) or physicians at a designated base hospital to obtain direction in management of the patient.
22. Patients shall be transported to appropriate receiving facilities. Hospital destination is based upon patient preference and applicable EMS protocols. Critical patients are normally transported to the nearest emergency department or to a trauma center, as appropriate. Non-critical patients may be transported to hospitals of choice within reasonable travel time or as not to negatively affect the minimum level of ambulance coverage within the County's EMS District defined within this Agreement. Pafford shall maintain a minimum of one (1) staffed ALS ambulance within the County's boundaries at all times.
23. Medical helicopter service may be made available to transport critical patients when ground ambulance transport time would be excessive and the patient meets helicopter transport criteria. Pafford, and not the County shall be responsible for ensuring that the patient is transported to an appropriate receiving facility based on the patient's needs or expressed instructions in this regard. Upon transfer of patient care to helicopter crew, helicopter ambulance transport team shall be responsible for the patient and his or her needs or expressed instructions.
24. The Service Area (also referred to as the Emergency Medical Service District or EMS District) for this Agreement is the current and any future expanded corporate limits of the County. Pafford shall coordinate with the County Fire Coordinator or designee to logistically locate emergency ambulance transporting units in the best possible locations, preferable at the County's fire stations, to comply with response times required within this Agreement.
25. The minimum ambulance crew staffing for a required ALS ambulance unit will consist of one (1) NREMT- Paramedic and one (1) NREMT- Basic per ambulance unit.
26. Pafford will provide the required services without a direct subsidy or payment from the County, except that to the extent a direct payment is required by the County to Pafford in order for the County to qualify for the State EMSOF grant program (Emergency Medical Service Operating Funds) monies, the County will pay the same to Pafford but in no event shall this amount exceed \$0.15 per capita, per year unless changed by the state authorities. If the County can receive credit

for expenditures in furtherance of its EMS system in order to qualify for EMSOF grant monies then no direct payment will be made by the County to Pafford in this regard. All current and future EMSOF and Trauma funds authorized and/or directed for EMS in the county, will be directed and utilized by Pafford for services within the County. All current in use equipment and supplies purchased by EMSOF funds will be made available for Pafford use in the county.

27. Pafford will be responsible for all invoicing/billing to patients who are transported. Pafford acknowledges that some of those transported may not have insurance or be able to pay. Pafford acknowledges that the County shall in no way be financially responsible to Pafford for any services provided in relation to this Agreement with the County. County police and fire personnel transported by Pafford as a result of injuries incurred in the line-of-duty shall not be assessed any out-of-pocket or personal expense for such transport.
28. The County specifically makes no promises or guarantees concerning the number of calls or transports, quantities of patients, or associated distance of transports.
29. Pafford shall provide the highest levels of performance and reliability. The demonstration of effort, even diligent and well-intended effort, will not replace demonstrated performance results. Pafford shall be notified of any issues and afforded a reasonable opportunity to correct. Notwithstanding any other provision of this Agreement, if Pafford breaches its obligation to timely respond to calls for service in accordance with the schedule provided in this Agreement, Pafford shall pay the County \$250 per each delay (during any ninety day period) outside the allowed average as liquidated damages for delay. The parties agree that quantifying losses arising from Pafford delay is inherently difficult insofar as delay may impact the County's reputation or otherwise potentially subject the County to investigatory and administrative expense in responding to citizen inquiries or claims, and further stipulate that the agreed upon sum set forth above is not a penalty, but rather a reasonable measure of delay damages based upon the parties' experience in the industry and given the nature of the losses that may result from the delay.
30. The essential areas where performance by Pafford must be achieved include but are not limited to:
 - Ambulance response times
 - Ambulance equipment and supply requirements
 - Ambulance staffing levels including personnel with current and appropriate levels of certification/licensure
 - Clinical performance consistent with state-approved medical standards and protocols
 - Comprehensive quality improvement and compliance activities and results
 - Accurate and timely reporting
 - Customer and community satisfaction with the services provided
 - Compatibility with County and its emergency service departments
 - Restocking first responders supplies and equipment
 - Providing first responders with needed continuing education
 - Completing the EMS dispatch center in the County as specified herein

31. Pafford shall provide to the County proof of all required permitting and licensing as required by the State of Mississippi and all agencies, departments and body politics thereof and the same must be maintained and in effect at all times.
32. Pafford shall comply with all applicable Medical Protocols and other requirements set forth as required by the State of Mississippi and the agencies and departments thereof and/or any political body having jurisdiction thereof.
33. Pafford's personnel shall have the right and responsibility to interact directly with the medical personnel on all issues related to patient care.
34. Pafford shall develop and implement a comprehensive continuous quality improvement (CQI) process, which will be integrated with the County's EMS system.
35. Pafford shall be required to transport patients from all areas of the County, in accordance with all applicable Medical Control Destination Protocols.
36. Pafford personnel shall be prohibited from attempting to influence a patient's destination selection other than as compelled by applicable regulation pertaining to the same and/or as outlined herein.
37. Pafford shall maintain an on-going driver training program for ambulance personnel or any of the County's NREMT's used in support of ambulance operations. The program, the number of instruction hours, and the system for integration into the provider's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) shall be provided to the County on an annual basis thereafter.

Pafford will open applicable training classes to all County fire, police and emergency response personnel for continuing education purposes.

38. Pafford shall develop and strictly enforce policies for infection control and contaminated materials disposal to decrease the chance of communicable diseases exposure. Pafford is to provide for the collection, cleaning, and/or disposal of all contaminated items.
39. All ambulances shall meet the standards of licensure and certification for ambulance services and EMS as set forth by the Mississippi State Board of Health.
40. Pafford shall maintain its vehicles in good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished and systems shall be maintained so as to achieve at least the industry norms in vehicle performance and reliability.
41. Ambulance replacement shall occur on a regular schedule and Pafford shall identify its policy for the maximum number of years and mileage that an ambulance will be retained. Ambulances exceeding the parameters herein shall not be deployed within the EMS District.

42. Pafford shall have sole responsibility for furnishing all equipment necessary to provide required service. All on-board equipment, medical supplies and personal communications equipment utilized by the provider will meet or exceed the minimum requirements set forth by the State of Mississippi.
43. The County may, but shall not be required to, inspect Pafford's ambulances and equipment at any time without prior notice. If any ambulance fails to meet the minimum in-service requirements, the same will immediately be removed from service until the deficiency is corrected. The County Fire Coordinator shall submit to Pafford a list of minimum in-service requirements and shall designate those items that are deemed critical. Within fifteen (15) days of Pafford's receipt of such list, it shall provide written response to the list. If no response is received then the list shall control as to minimum in-service requirements.

Notwithstanding any other provision of this Agreement, if Pafford breaches its obligation to supply ambulances which meet the minimum critical in-service requirements in accordance with the schedule provided for in this Agreement, Pafford shall pay the County \$500.00 per month for each ambulance which fails to meet the minimum critical in-service requirements. The parties agree that quantifying losses arising from Pafford's failure to provide ambulances which meet the requirements is inherently difficult insofar as such failure may impact the County's reputation or otherwise potentially subject the County to investigatory and administrative expense in responding to citizen inquiries or claims, and further stipulate that the agreed upon sum set forth below is not a penalty, but rather a reasonable measure of delay damages, based upon the parties' experience in the industry and given the nature of the losses that may result from such failure.

44. Pafford shall be responsible for all maintenance of ambulance, support vehicles and on-board equipment used in the performance of its work. The County expects that all ambulances and equipment used in the performance of this Agreement will be maintained in optimal condition. Any ambulance, support vehicle and/or piece of equipment with a deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service and replaced with a functional equivalent.
45. The appearance of ambulances and equipment impact citizens' perceptions of the services provided; therefore, the County requires Pafford to remove any ambulances and equipment that have defects, including visible but only cosmetic damage, from service for repair without undue delay.
46. Pafford is required to ensure that its maintenance program is designed and conducted to achieve the highest standard of reliability appropriate to a modern paramedic-level ambulance service by utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of ambulances, by developing and implementing standardized maintenance practices, and by incorporating an automated or manual maintenance program system.
47. All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor subcontracted services and costs of extended warranties, shall be at Pafford's expense.

48. Pafford shall complete, maintain and provide to the County as requested, adequate records and documentation demonstrating its compliance with any portion of this Agreement. Official response time records will be determined by the Pafford's Computer Aided Dispatch (CAD) system.
49. Pafford shall provide, within ten (10) days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and response time performance stipulated herein. At the same time, Pafford shall document and report to the County Fire Coordinator response time compliance and any citizen complaints.

Reports shall include, at a minimum:

a. Clinical

- Continuing education compliance reports
- Summary of clinical/service inquiries and resolutions
- Summary of calls interrupted due to vehicle/equipment failures
- Changes in protocol
- Training provided to first responders
- A list of trauma transports, by hospital, including all times necessary to calculate each and every response time, on-scene time, and transport to hospital time

b. Operational

- Calls and transports identified by nature (EMD code)
- A list by ER of each call where an ALS ambulance was dispatched and when an ALS ambulance should have responded according to County dispatch standards
- A list of each and every call where there was a failure to properly record all times necessary to determine the response time; and, for patients meeting trauma criteria, on-scene time and/or transport to hospital time

c. Response Time Compliance

A list of each and every emergency call dispatched for which the provider did not meet the response time standard categorized by type of emergency:

- Response area
- Canceled transports
- Exception reports and resolution

d. Response Time Statistical Data

Within 10 working days following the last day of each month, Pafford shall provide ambulance response time records to the County in a computer readable format approved by the Fire Coordinator and suitable for statistical analysis for all ambulance responses originating from requests to the County's dispatch center. Such records shall include the following data elements.

- Unit identifier
- Location of call- street address
- Nature of call (EMD Code)
- Code to scene
- Time call received by Pafford
- Time call dispatched by Pafford
- Time unit en-route
- Time unit on-scene
- Time unit en-route to hospital

- Time unit at hospital
- Time unit clears the hospital and is available for next call
- Outcome (dry run, transport)
- Receiving hospital
- Code to hospital
- Major trauma (MVC, non-MVC)
- Number of patients transported
- EMS incident number

50. Pafford shall provide the County with such other reports as the County Fire Coordinator or his designee may reasonably require..
51. Pafford shall be responsible for immediate recall of personnel during multi-casualty or widespread disaster and shall develop a plan for such. This plan shall include the capability of Pafford to alert off-duty personnel.
52. The County expects Pafford's personnel to participate in EMS sanctioned exercises and disaster drills and other interagency training in preparation for multi-casualty or widespread disaster response events.
53. Pafford shall provide, at no charge to County, stand-by services at the scene of an emergency incident within the County, when directed by the County's dispatch center. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by. Pafford shall notify the County's dispatch center when a stand-by may limit Pafford's ability to meet response time standards for the Service Area.
54. Pafford shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Pafford shall also comply with County EMS policies, procedures and protocols. Pafford is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by Medicaid and other state and federally funded programs. The primary means of Pafford's compensation under this Agreement is through fee-for-service reimbursement of patient charges.
55. Pafford shall receive income from patient charges and assume sole responsibility for the billing and collection process associated with those charges. Pafford shall not include any reference to the County on any patient billing documents, claims, and/or invoices.
56. Pafford shall indemnify and save harmless the County, its employees, agents, officials, attorneys, insurers, and liability fund ("County Indemnitees"), against any loss, cost, damage or expense whatsoever related to or arising out of any claim, demand, suit or action which may at any time be brought or made against one or more of the County Indemnitees, including by not limited to, related to or arising out of, in any way, any breach of this Contract or the subject matter of this Contract or property damage or personal injury or death resulting, in whole or part, from the acts or omissions of Pafford, its agents, employees or contractors. The foregoing indemnity obligation shall include all legal fees and all other costs and expenses incurred by the County and other indemnitees from the first notice of any claim or demand. This indemnity shall extend to all claims, demands, suits or actions whether meritorious or not. The Indemnitees must cooperate fully in

defense of any claim. The Indemnitees have sole discretion over the selection of defense counsel, the defense and settlement, if any of said claims. The obligation to provide indemnity shall survive the expiration or termination of the Agreement.

57. The term of this Agreement is for a period of four (4) years commencing on May 10th, 2016. The County may extend this Agreement for up to two (2) additional years on the same terms and conditions, or such other terms and conditions as are mutually agreeable to the parties.
58. Pafford expressly warrants that, in the event of a default under the terms of this Agreement, it will work with the County to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Pafford acknowledges that there is a public health and safety obligation to assist the County in every effort to ensure uninterrupted and continuous service delivery in the event of a default, even if Pafford disagrees with the determination of default.
59. Conditions and circumstances that shall constitute a material breach by Pafford, for purposes of termination, shall include but not be limited to the following:
 - Willful failure to operate the ambulance service system in a manner which enables County or the provider to remain in substantial compliance with the requirements of the applicable Federal and State laws, rules, and regulations
 - Willful falsification of data supplied to County by Pafford during the course of operations, including by way of example but not by way of exclusion, patient report data, response time data, financial data, or falsification of any other data required or the repeated supplying of inaccurate data without regard to intent.
 - Willful failure by Pafford to supply and maintain equipment in accordance with good maintenance practices as required by this Agreement.
 - Repeated failure of Pafford to provide sufficient personnel and equipment as required by this Agreement.
 - Failure of Pafford's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
 - Repeated failure of Pafford to meet response time requirements after receiving notice of non-compliance from Fire Coordinator.
 - Repeated failure of Pafford to respond to emergency medical requests with a paramedic unit when ALS level of response is indicated by County dispatch protocol.
 - Failure of Pafford to provide and maintain the required insurance.
60. The County, upon written notice to Pafford, may immediately terminate this Agreement should provider fail to perform properly any of the obligations, conditions and circumstances as provided in the immediately preceding paragraph.

61. Pafford shall be responsible for and shall hold any and all required federal, state or local permits or licenses required to perform its obligations under any agreement with the County. It shall be entirely the responsibility of Pafford to schedule and coordinate all such applications and application renewals as necessary to ensure that Pafford is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services. Pafford shall be responsible for ensuring that its employees' state and local certifications as necessary to provide the services, if applicable, are valid and current at all times and that all its employees are lawfully employed.

62. Pafford shall provide all necessary insurance and compliance documentation required to function in the State of Mississippi as a contracted ALS emergency ambulance service provider at no cost to the County. Such insurance shall include the County Indemniteses as an additional insureds thereon and a waiver of subrogation in favor of the County Indemniteses.

Pafford shall maintain adequate liability and errors and omissions insurance, insuring against its actions with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, and such other insurance such as Workers' Compensation insurance as required by law and shall provide proof of such at the time this Agreement is executed. The County Indemniteses shall be included as an additional insured thereon and subrogation against the County shall be waived by the Insurer(s). Pafford shall provide proof of coverage satisfactory to the County Attorney and shall provide a written outline of all proposed insurance, the name of the insurance carrier and agent, and the proposed limits to be maintained during the pendency of this Agreement.

63. All services furnished by Pafford under this Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Pafford's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.

64. Pafford shall not be prevented from conducting private work that does not interfere with meeting the requirements of this Agreement with the County.

65. Pafford shall retain all documents pertaining to this Agreement with the County for five (5) years from the end of the fiscal year following the date of service; for any further period that may be required by law; and until all Federal/State audits are complete and exceptions resolved for the Agreement period. Upon request, and except as otherwise restricted by law, Pafford shall make these records available to authorized representatives of the County, the State of Mississippi, and the United States Government.

66. Pafford consents to the exclusive jurisdiction of the state courts of Madison County, Mississippi in any and all actions and proceedings between the parties hereto arising under or growing out of the Agreement.

67. Pafford will have ninety (90) days after the termination of this Agreement in which to supply the required documentation, if any, necessary to facilitate the close out of this Agreement.

68. Pafford shall notify County within five (5) days of any litigation or significant potential for litigation involving Pafford.
69. If the parties hereto institute litigation against the other party to enforce its rights pursuant to performing the work contemplated in this Agreement, the actual and reasonable attorney's fees and court costs as determined by a court of competent jurisdiction, shall be awarded to the prevailing party.
70. The parties hereto do not intend, and do not hereby create or recognize any rights which are claimed, held or to be held by any third party and no one is a third party beneficiary of this Agreement. By entering into the Agreement, Madison County does not waive its rights and immunities as a sovereign body politic and instrumentality of the State of Mississippi. By entering into the Agreement, Madison County, Mississippi, does not recognize or enter into any joint venture or agency relationship with any party, including but not limited to Pafford.
71. Pafford will make available the raw, unaudited, and exception free run report data at approximately 0200 hours from our MedComm analytics from the previous 24 hour day, and cumulative monthly averages. This will be available to the County Fire Coordinator and any response agency, city official, emergency management personnel, deemed necessary.
72. Pafford will provide annual ambulance memberships to all Madison County employees and volunteer county fire personal and their immediate families living in the household.
73. Pafford will provide 3 EMT scholarships and 1 Paramedic scholarship to any emergency responder from Madison County to attend Holmes Community College annually.
74. Pafford will provide the Madison County Sheriff's Office's Jail with access to our membership program for 2 transports per month, and Medicare allowable rates thereafter.
75. Pafford acknowledges and agrees that this Agreement has been entered into in accordance with and in furtherance of the Madison County Ordinance for Ambulance Services attached hereto as Attachment 2.

MADISON COUNTY, MISSISSIPPI

PAFFORD EMERGENCY MEDICAL SERVICES, INC.

By: _____
 President, Board of Supervisors

By: _____
 Greg Pafford, CEO

Date: _____

Date: _____

Summary of Key Provisions of Agreement between Madison County and Pafford EMS.

1. Service will begin May 10th, 2016
2. 911 Emergency response
 - a. Cities of Ridgeland, Madison, Canton within 10 minutes 90% of the time.
 - b. Remaining areas of county within 20 minutes 90% of the time.
3. Four (4) ALS ambulances 24/7/365 based in sub-stations in Madison/Ridgeland, Canton, and Flora. Pafford will have two (2) additional ALS units for surge times Monday – Friday and weekends if needed. These will be brand new ambulances with new stretchers and medical equipment.
4. All medical supplies and continued education for EMS will be provided for any police, fire, and emergency responder in the county.
5. Pafford will begin developing a Command and Communications Center in Madison County and contractually agrees to be operational by March 1st, 2017. Pafford will dispatch its Louisiana, Mississippi, and Air Medical operations from this facility. Estimated need will be 25-30 full time employees at this facility.

MADISON COUNTY, MISSISSIPPI
ORDINANCE FOR AMBULANCE SERVICE

SECTION 1: STATEMENT OF PURPOSE AND INTENT

Madison County, Mississippi (the “County”) has elected to adopt the following Ordinance in order to obtain for its citizens the following advantages: (1) access to emergency medical services of superior quality, quantity, and economic stability; (2) economies of scale and cost containment; and (3) access to disaster response capabilities superior to those which would otherwise be available.

SECTION 2: DEFINITIONS

2.01 **ADVANCED LIFE SUPPORT (or ALS) AMBULANCE SERVICE** - Advanced Life Support Ambulance Service means the level of service attained when (i) the Ambulance Service Provider is licensed as an advanced life support ambulance service by the Mississippi State Department of Health and (ii) the Ambulance Service Provider’s vehicles are permitted as advanced life support vehicles by the Mississippi State Department of Health and each Ambulance is occupied by at least one person certified as an EMT-Paramedic by the Mississippi State Department of Health, one person licensed as a pre-hospital registered nurse by the Mississippi State Board of Nursing or one person licensed as a physician by the Mississippi State Department of Health.

2.02 **AMBULANCE** - Ambulance means any vehicle which is designated and equipped to transfer ill or injured persons in a reclining position to or from health care facilities.

2.03 **AMBULANCE SERVICE PROVIDER** - Ambulance Service Provider means a person or organization, governmental or private, which operates one or more Ambulances under an existing Operations Contract with Madison County, Mississippi.

2.04 **BASIC LIFE SUPPORT (or BLS) AMBULANCE SERVICE** - A BLS ambulance is one that provides transportation plus the equipment and staff needed for such basic services as assessment and support of airway, breathing, oxygenation, and circulation; prevention of disability; and first aid including control of bleeding, splinting fractures, treatment for shock, delivery of babies, etc. BLS assessment includes brief and limited patient assessment and management procedures including evaluation of vital signs, mental and neurologic states, and hemodynamic stability.

2.05 **CONTRACT ADMINISTRATOR** - Contract Administrator is an individual designated by the County to administer the Operations Contract. All communications between the County and the Operations Contractor will take place through the Contract Administrator. The Contract Administrator shall be the Madison County Administrator or his designee.

2.06 **EMERGENCY TRANSPORT CALL** - Emergency Transport Call means a call for Emergency Ambulance Response to a situation where there is a potential patient that is presumptively classified as having an Emergency Medical Condition.

(a) **Emergency Medical Condition** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain, psychiatric disturbances and/or symptoms of substance abuse) such that the absence of immediate medical attention could reasonably be expected to result in (i) placing the patient’s health in serious jeopardy, (ii) serious impairment to bodily functions, or (iii) serious dysfunction of any bodily organ or part

(b) Emergency Ambulance Response means an ambulance responding in the Emergency Mode, requiring the least amount of time practicably attainable, in response to a situation in which there is a high probability that a patient with an Emergency Medical Condition may exist and action by emergency personnel may reduce the seriousness of the situation.

(c) Emergency Mode requires use of headlights and emergency warning lights continuously while the vehicle is mobile. The siren must also be used with headlights and emergency warning lights when driving maneuvers are executed that would otherwise be prohibited or illegal for nonemergency situations. No such siren and emergency warning lights shall be used except when the vehicle is operated pursuant to an Emergency Ambulance Response. All Ambulances responding to an Emergency Transport Call shall respond in the Emergency Mode.

(d) Emergency Facilities are those which include as part of their mission providing for the treatment of patients with life- or limb-threatening conditions. They meet or exceed the Emergency Care Guidelines of the American College of Emergency Physicians and they receive ambulance patients with Emergency Medical Conditions.

(e) Ambulatory Care Facilities provide primary medical care services and may be accessible without prior doctor-patient relationship or without an appointment. In general, ambulatory care facilities do not solicit patients with Emergency Medical Conditions, nor patients requiring emergency ambulance transport

(f) Emergency Transport Call Time Measurements - The following standard definitions shall be used as time measurements for all Ambulance Service Providers. All times shall be recorded in hours, minutes and seconds.

(1) Fractile Response Time. Percentile of a specific category of requests for ambulance service that are appropriately answered within a stated response time goal or standard.

(2) Call Received Time. When the EMS telecommunicator has received essential call information (e.g. call-back number, location of call, chief complaint or nature of problem; or if the initial location information is obtained from a 911 data base, confirmation that the patient's location is the same as that of the caller or confirmation of the patient's actual location).

(3) Unit Alert Time. Elapsed time measurement to alert I initiate dispatch after the information listed in "Call Received Time" has been obtained.

(4) Out-of-Chute Time. The mobilization phase. This stage begins with acknowledgment of notification of assignment to a specific call by the communications center. The stage ends when the ambulance declares itself to be enroute.

(5) Travel Time. The response phase. This stage begins when the unit declares itself enroute to an assignment, and ends when the unit declares itself at the assigned location.

(6) On -Scene Time. The treatment phase. This stage begins when the unit declares itself on-scene, and ends when the unit declares itself to be enroute to a destination.

(7) Response Ready Hospital Down Time. The exchange of care phase. This stage begins when the unit declares itself at the transport destination, and ends when the unit declares itself to have the minimum essential equipment and staff necessary to respond to the next emergency call. It does not necessarily mean that the unit has completed fill of its post-call tasks after delivering the patient.

(8) Hospital Turn Around Time. This state begins when the unit declares itself at the transport destination, and ends when the unit has completed fill of its post-call tasks and is ready to leave the destination.

(9) Time on Task. The whole call. This stage includes all aspects of the assignment from Unit Alert to Available for another assignment after completion of fill post-call task

2.07 EMERGENCY MEDICAL SERVICES - Emergency Medical Services (“EMS”) means the following pre-hospital and inter-hospital services:

(a) Access and Coordination - The answering and processing of telephone requests from the public for Ambulance or First Responder Services, including EMS dispatching, emergency and routine; the providing of medical pre-arrival instructions to callers by telephone; but excluding the process of 911 complaint-taking when the caller is immediately transferred to the EMS Control Center;

(b) First Responder Services - Those emergency service, excluding transportation, which are performed by a First Responder. The EMS Lead Agency shall establish minimum standards for training, continuing education, and performance standards for First Responders.

(c) Medical Transportation - Ambulance services, both emergency and routine, including Patient assessment, transportation, and medical procedures performed on scene, in route, during inter-facility transport, or at an emergency receiving facility when performed at the request of the receiving physician;

(d) On-line Medical Direction - Instructions given by a Communications Resource facility as defined in the Rules and Regulations issued by the Division of EMS, Mississippi State Department of Health, to First Responders or ambulance personnel at the scene of an emergency, while in route to a hospital, or during an inter-facility Patient transfer. On-line Medical Direction in the County shall be sanctioned and coordinated by the EMS Lead Agency and the Off-Line Medical Director; and

(e) Off-line Medical Director - The Off-line Medical Director is the administrative medical director appointed by the EMS Lead Agency, His duties are as defined in the Mississippi EMS, *The Law Rules and Regulations* published by the State Board of Health.

2.08 EMS CONTROL CENTER - EMS Control Center is the facility operated by the EMS Lead Agency which serves as the central EMS communications center for the County.

2.09 EMS DISPATCHER – A telecommunicator with training in medical care who is allowed to use predetermined medical protocols to both dispatch correct resources to an emergency scene and to give instructions to victims and bystanders before arrival of first responders. The minimum standard of training shall be the current edition of “Emergency Medical Services Dispatcher: National Standard Curriculum” as developed by the U.S. Department of Transportation, National Highway Traffic Safety Administration. In addition all EMS Dispatchers must meet or exceed the minimum standards for training EMS telecommunicators as established by the Mississippi Board of Emergency Telecommunications Standards and Training. The EMS Dispatchers must demonstrate competency in (a) receipt and processing of calls for ambulance service, (b) dispatch and coordination of EMS resources, (c) provision of medical information, and (d) coordination with other public safety services.

2.10 EMS LEAD AGENCY - The EMS Lead Agency is the organization delegated the responsibility for coordinating all components and care aspects for the entire EMS system in the County, including but

not limited to, Emergency Medical Service components of Homeland Security plans enacted by the County. It will have the ultimate responsibility of providing this care alone or delegating part of this responsibility. It shall further be the responsibility of the EMS Lead Agency to constantly evaluate the response of all EMS support services in areas of appropriateness of prehospital care and medical control. The EMS Lead Agency shall also be authorized to develop and implement patient transportation and destination policies and guidelines. It shall sanction EMS continuing education activities, establish infection control standards for all prehospital EMS personnel, direct patient refusal procedures, and other EMS related activities. The EMS Lead Agency is authorized to enter into mutual aid agreements with other EMS, public safety, and ancillary support agencies.

2.11 **EXTRICATION** - Extrication means removal from a difficult situation or position, e.g., removal of a patient from a wrecked vehicle or other place of entrapment. The fire department or other public safety agency that has jurisdiction shall be responsible for extrication.

2.12 **FIRST RESPONDER** - First Responder means any person, fire department unit, law enforcement unit, or non-transporting rescue unit capable of providing appropriate First Responder Service, excluding transportation.

2.13 **MEDICAL NECESSITY FOR THE SERVICE** - Medical necessity is established when the Patient's condition is such that use of any other method of transportation is contraindicated. In any case, in which some means of transportation other than an ambulance could be utilized without endangering the individual's health, whether or not such other transportation is actually available.

2.14 **OPERATIONS CONTRACT** - Operations Contract means a contract between an entity and the County to provide ALS and BLS Ambulance Service to the County in response to Emergency Transport Calls and Routine/Nonemergency Transport Calls within the County and to serve as the EMS Lead Agency.

2.15 **OPERATIONS CONTRACTOR** - Operations Contractor means the entity providing ALS and BLS Ambulance Service to the County in response to Emergency Transport Calls and Routine/Nonemergency Transport Calls within the County and serving as the EMS Lead Agency pursuant to the Operations Contract.

2.16 **PATIENT** - Patient means an individual who is ill, sick, injured, wounded, or incapacitated, and who is in need, or is at risk of needing, medical care or assessment at the scene of a call and during transportation to or from a health care facility and who is or should be transported in a reclining position.

2.17 **RESCUE** - Rescue means to free from a dangerous, destructive, or life-threatening situation (including life-threatening medical conditions) by prompt vigorous action. Search and rescue activities shall be the responsibility of the fire department or other appropriate public safety agency that has jurisdiction.

2.18 **ROUTINE/NONEMERGENCY TRANSPORT CALL** - Routine/Nonemergency Transport Call means a call for ambulance service which is not an Emergency Transport Call.

2.19 **SYSTEM STANDARD OF CARE** - System Standard of Care means the federal, state and local laws, and policies, rules, regulations and protocols of the EMS Lead Agency which establish standards governing all clinical and operational aspects of the EMS system in the County. Minimum requirements should include, but not be limited to, the most current standards recommended by the Commission on Accreditation of Ambulance Services.

2.20 SYSTEM STATUS PLAN - System Status Plan means the plan and protocols for staffing, deployment, and redeployment of Ambulances which is developed and utilized by an Ambulance Service Provider, and which specifies how many Ambulances will be staffed and available within the County each hour of the day, each day of the week, including the locations of available Ambulances (not assigned to calls) within the County, specified separately for each hour of the day, for each day of the week and the remaining number of Ambulances then available in the system, and including protocols for event-driven redeployment of those remaining Ambulances. The Operations Contractor is responsible for development and implementation of the System Status Plan.

SECTION 3: OPERATIONS CONTRACT

The County may enter into an Operations Contract with an entity, who upon execution of the Operations Contract shall become the Operations Contractor, to provide an all ALS and BLS Ambulance Service to the County in response to Emergency Transport Calls and Routine/Nonemergency Transport Calls within the County and to coordinate all components and care aspects for the entire EMS system in the County. The County shall designate the Operations Contractor to be the EMS Lead Agency. The Operations Contractor shall staff, operate, and control the EMS Control Center. As the EMS Lead Agency, the Operations Contractor shall enter into agreements with Communications Resource facilities to provide On-Line Medical Direction. The Operations Contractor shall perform any other duties as provided hereunder or as provided in the Operations Contract.

SECTION 4: VALIDITY OF LICENSES UNDER PREEXISTING ORDINANCES

Any ambulance license or permit issued pursuant to any preexisting county or municipal ordinance in effect prior to adoption of this Ordinance as amended are hereby declared invalid.

SECTION 5: MANDATORY CENTRALIZED EMERGENCY TRANSPORT CALL PROCESSING

5.01 All 911 telephone requests for ambulance services, both emergency and routine, originating within the County shall terminate at the EMS Control Center, where an EMS Dispatcher shall establish the call's classification, determine the Patient's location, and if appropriate, deliver pre-arrival instructions. The EMS Dispatcher shall also determine the need for First Responder Services in accordance with established guidelines, alert the First Responder if appropriate, and dispatch the appropriate Ambulance.

5.02 It shall be unlawful for anyone other than an Ambulance Service Provider to publish or advertise any telephone number for the purposes of soliciting request for Emergency Transport and Routine/Nonemergency Calls in the County.

5.03 EMS Control Center shall at all times have full authority to direct the positioning, movements, and run responses of all Ambulances, Ambulance Service Providers, EMS public safety providers, and other EMS personnel in the County.

5.04 The EMS Lead Agency shall be authorized to develop and implement patient transportation and destination policies and guidelines. Unless instructed otherwise by On-Line Medical Direction, ambulances transporting Patients with Emergency Medical Conditions shall be directed to Emergency Facilities as defined in 2.05(d). Ambulances transporting Patients not having Emergency Medical Conditions may deliver said Patients to Ambulatory Care Facilities as defined in 2.05(e) if so requested.

5.05 All call requests processed by the EMS Control Center shall be recorded and all such recordings shall be safely stored and shall not be erased for a period of six (6) months.

5.06 County 911 funds shall be used for the installation and maintenance of the 911 equipment in the EMS Control Center, including all costs associated with transferring calls from primary Public Safety Answering Points (PSAP) to the EM secondary PSAP.

5.07 The EMS Control Center may be located within or outside of the County as determined by the EMS Lead Agency.

SECTION 6: OTHER CALL PROCESSING

All other call requests for ambulance service, Emergency or Routine/Nonemergency, which may be received by parties other than the Operations Contractor, shall be transferred immediately to the EMS Control Center which will determine the appropriate EMS response.

SECTION 7: INSURANCE REQUIREMENTS

7.01 Each Ambulance Service Provider shall keep in full force and effect a policy or policies automobile liability and property damage insurance issued by an insurance company authorized to do business in the State of Mississippi, with coverage provisions insuring the public from any loss or damages that may arise to any person or property by reason of the negligent operation of such Ambulance Service Provider, and providing amounts of recovery in limits of not less than the following sums:

(a) For the damages arising out of bodily injury to or death of one or more persons in any one accident, not less than \$1,000,000.00.

(b) For any injury to or destruction of property in any one accident, not less than \$1,000,000.00.

(c) For any combination of damages or injury, not less than \$2,000,000.00.

7.02 Each Ambulance Service Provider shall keep in full force and effect a commercial general liability and professional liability policy or policies issued by an insurance company authorized to do business in the State of Mississippi, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the negligent actions of the Ambulance Service Provider or any of its employees, and providing that the amount of recovery shall be in limits of not less than \$1,000,000.00 per occurrence, with annual aggregate of not less than \$2,000,000.00.

7.03 Insurance companies providing this coverage shall be licensed and admitted to operate in the State of Mississippi.

7.04 Cancellation or material alteration of any required insurance policy or coverage shall result in the automatic revocation of any existing contract between Madison County, Mississippi and the Ambulance Service Provider, and the Ambulance Service Provider shall thereupon cease and desist from further ambulance service operations in the County.

7.05 Each Ambulance Service Provider shall provide a certificate of insurance evidencing all coverages, limits, terms and conditions of this section to the County. This certificate shall have a thirty (30) day notice of cancellation requirement to the County.

SECTION 8: MAINTENANCE OF AMBULANCES: INSPECTION

8.01 All Ambulances shall be maintained in compliance with applicable federal, state and local laws, rules and regulations.

8.02 Each Ambulance Service Provider must inspect each Ambulance every day to ascertain cleanliness and mechanical and operational worthiness for transporting Patients. Each Ambulance shall be subject to inspection at all times by the Contract Administrator. Any Ambulance found, upon inspection, to be unsafe for ambulance services or not to be in compliance with any federal, state and local laws, rules and regulations shall have such repairs and alterations made as may be required and no Ambulance Service Provider shall operate or cause to be operated any such Ambulances until all such repairs and alterations have been completed.

SECTION 9: COLORING AND MARKING

Each Ambulance authorized to operate within the County pursuant to this Ordinance shall bear the name of the Ambulance Service Provider and a unit number and bear coloring and marking in compliance with applicable federal, state and local laws, rules and regulations.

SECTION 10: CLINICAL QUALITY OF AMBULANCE SERVICES

Upon the effective date of this Ordinance, every response to an Emergency Transport Call at any location within the County shall be made in an ALS Ambulance by an ALS Ambulance Service. Routine/Nonemergency Transport Calls may be made in a BLS Ambulance by the Ambulance Service Provider.

SECTION 11: PROHIBITION AGAINST REFUSAL TO TRANSPORT

It shall be a violation of this Ordinance for the EMS Lead Agency, or any other Ambulance Service Provider at the request of the EMS Lead Agency, to fail to respond to an Emergency Transport Call originating within the County where there is a Medical Necessity For The Service as defined in section 2.

SECTION 21: FIRST RESPONDER SANCTION

The Operations Contractor is authorized to coordinate the response of all EMS First Responders and EMS public safety personnel in the County. Training and certification of said EMS First Responders and EMS public safety personnel shall be coordinated by the Operations Contractor.

SECTION 13: VIOLATIONS

13.01 It shall be unlawful and an offense for any person or any Ambulance Service Provider to commit any of the following acts:

(a) To perform duties as an EMS driver attendant, (EMT-Basic, EMT-Intermediate, EMT-Paramedic or pre-hospital RN or licensed physician), without a current valid certification issued by the Mississippi State Department of Health.

(b) To allow any person to work as an ambulance driver or attendant, without current valid certification issued by the Mississippi State Department of Health.

(c) To use, or cause to be used, an ambulance service other than an Ambulance Service Provider.

(d) For any person, firm or organization to respond to emergency or routine/nonemergency ambulance calls which originate within the County, other than an Ambulance Service Provider with the express authorization of the Operations Contractor.

(e) To knowingly give false information to induce the dispatch of an Ambulance or First Responder.

(f) To originate transportation of a dead human body in an Ambulance.

(g) To operate an Ambulance in the Emergency Mode when not responding to an Emergency Transport Call in compliance with this Ordinance.

(h) For any person, firm or organization to solicit or otherwise advertise for emergency or non-emergency ambulance service other than an Ambulance Service Provider.

13.02 Notwithstanding anything herein, it shall not be a violation of this Ordinance if the vehicle or Ambulance is:

(a) Responding to an emergency or Routine/Nonemergency Transport Call at the request of the EMS Lead Agency.

(b) A privately owned vehicle not used in the business of transporting Patients who are sick, injured, wounded, incapacitated or helpless.

(c) A vehicle rendering services as an Ambulance in the event of a major catastrophe or emergency when Ambulances operated by an Ambulance Service Provider based in the locality of the catastrophe or emergency are incapacitated or insufficient in number to render the services needed.

(d) (i) An Ambulance transporting a Patient to a location within the County which transport originated from a point outside the County, and (ii) an Ambulance operated by the same ambulance service as above, which transports the same Patient from the original destination within the County back to the point of origin of the original transport and the Patient (or a proper representative of the Patient) specifically requests the services of said ambulance service.

(e) A vehicle engaged in the interstate transport of a Patient.

(f) An ambulance service who responds with mutual aid and permission of the Operations Contractor, so long as the response is coordinated through the EMS Control Center and the EMS Lead Agency determines that the ambulance service meets or exceeds the needs of the specific patient(s).

13.03 Any person convicted of violating any provisions of this Ordinance shall be punished by fine and costs not to exceed the sum of \$1,000.00 for each violation.

13.04 Each day that any violation of the provisions of this Ordinance is committed or permitted to continue shall constitute a separate offense.

SECTION 14: SUSPENSION AND REVOCATION

14.01 Any Operations Contract may be revoked or suspended by the County upon a finding of any one of the following:

(a) Breach of violation of any of the provisions of this Ordinance, specifically including Section 14 hereof.

(b) Discontinuance of operations for more than thirty (30) days.

(c) Discrimination in providing services pursuant to this Ordinance to any person on the basis of race, creed, or color.

(d) Violation of any federal, state or local law, rule or regulation which are not correctable within thirty (30) days or are considered by competent authority to jeopardize the life or safety of any citizen served.

(e) Filing or providing false or misleading information in connection with and application hereunder or with any state or local government, health care provider, medical: facility or organization relating to or in connection with an application to provide ambulance service.

14.02 Prior to the suspension or revocation of an Operations Contract hereunder, the Operations Contractor shall be given thirty (30) days written notice of the proposed action to be taken by the County and shall, upon written request within ten (10) days of such notice, be entitled to a hearing before the County. If, upon such hearing, the County shall find that the Operations Contractor has corrected any alleged deficiencies and brought itself in compliance with the provisions of this Ordinance, such Operations Contract shall not be suspended or revoked.

SECTION 15: SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by and court of competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 16: REPEAL OF PRIOR ORDINANCE

All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith shall be and the same are hereby expressly repealed.

SECTION 17: EFFECTIVE DATE OF ORDINANCE

This Ordinance as amended will become effective on MARCH 28, 2016.