

EXCLUSIVE FRANCHISE

AGREEMENT

This Agreement made and entered into this 1st day of September 2023, by and between the City of Bryant, Arkansas (hereinafter referred to as the "City") and Pafford Medical Services, Inc., (hereinafter referred to as "Pafford Medical Services"), an Ambulance Service organized and existing under the laws of the State of Arkansas. This Agreement shall supersede all other franchise agreements between the Parties.

WITNESSETH

WHEREAS, the City wishes to grant an exclusive franchise pursuant to Arkansas Code Annotated §14-266-107 to Pafford Medical Services; and

WHEREAS, Pafford Medical Services wishes to provide ambulance service for the residents of the City of Bryant, Arkansas.

THEREFORE, for and in consideration and subject to the conditions of this Agreement and to the provisions of this Exclusive Franchise, the authority, right, and privilege is hereby granted to Pafford Medical Services under the scope of the Saline County EMS Contract "County Wide Services Contract" and its successors and assigns, establish, own, maintain, and operate an ambulance service to transport patients over and upon the streets of the City of Bryant, Arkansas, and over such additional areas over which the City has or may have jurisdiction for such purposes.

The terms of this Agreement shall extend for a period of five (5) years from September 1, 2023, and conclude on August 31, 2028. This Agreement can be renewed for additional five (5) year periods at the agreement of both Parties. Both Parties shall start negotiations for a future contractual agreement no less than one-hundred (180) days from the expiration of the term of this Agreement.

I. **City's Obligations:**

A. City hereby grants to Pafford Medical Services the privilege of operating and maintaining an ambulance service within the City of Bryant, Arkansas, for the period of time stated above. The Franchise grants the privilege to operate said ambulance service upon all streets, alleys, avenues, and public grounds of the City of Bryant ambulance service upon all streets, alleys, avenues, and public grounds of the City of Bryant, Arkansas, for the above-described purposes.

B. First Responder Program. The City agrees that it will provide a First Responder Program through its Fire Department.

c. The City agrees to coordinate dispatch of ambulances and 9-1-1 call handling operations through Saline County Central Dispatch in conjunction with Saline County EMS Contract.

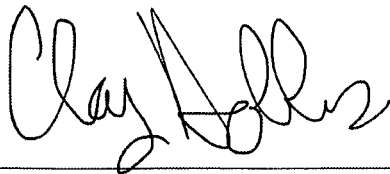
d. The City agrees to allow Pafford Medical Services to operate as the exclusive franchised ambulance provider for all ambulance, pre-hospital and out of hospital event medical standby services and emergency medical services; This will include both emergency and non-emergency ambulance service.

Pafford's Obligations:

A. To provide paramedic-licensed ambulance service utilizing advanced life support and basic life support services and transportation services for emergency medical services for the critically ill or injured prior to arrival at a medical facility and to transport patients to or from medical facilities including but not limited to hospitals, nursing homes, physician's offices, and other healthcare facilities who are critically ill or injured and who are transported in a reclining position or who are ill but considered to be non-emergency in status and who request ambulance transportation. To provide standby and event medical services, emergency medical services and ambulance standby services within the regulated service area.

Dated: September 19, 2023

City of Bryant



Pafford Medical Services