

1 **RESOLUTION NO. _____**

2

3 **A RESOLUTION TO AUTHORIZE RENEWAL OF AN INTERLOCAL**
4 **AGREEMENT FOR AMBULANCE SERVICE BETWEEN THE CITY OF**
5 **LITTLE ROCK, ARKANSAS, AND GRANT COUNTY, ARKANSAS,**
6 **WHICH GRANTS THE LITTLE ROCK AMBULANCE AUTHORITY**
7 **(LRAA) D/B/A METROPOLITAN EMERGENCY MEDICAL SERVICES**
8 **(MEMS) AN EXCLUSIVE FRANCHISE TO P'ROVIDE AMBULANCE**
9 **SERVICES TO GRANT COUNTY, ARKANSAS; AND FOR OTHER**
10 **PURPOSES.**

11

12 **WHEREAS**, the Little Rock Ambulance Authority (LRAA) was created as the Little Rock, Ark.,
13 Emergency Medical Health Care Public Facilities Board in Little Rock, Ark., Ordinance No. 14,062 (June
14 16, 1981), as amended, and pursuant to Ark. Code Ann. §§ 25-20-102 (West 2010), may enter into Interlocal
15 Agreements with other communities to provide advanced life support and Basic Life Support Emergency
16 and Transfer Ambulance Services; and,

17 **WHEREAS**, pursuant to Little Rock, Ark., Resolution No. 9,249 (October 4, 1994) (“LRR No. ____”)
18 the City of Little Rock and Grant County entered into an Interlocal Agreement for the provision of such
19 services; and,

20 **WHEREAS**, this agreement has been renewed pursuant to LRR 9,990 (May 20, 1997), LRR 10,811
21 (April 18, 2000), LRR 11,589 (September 2, 2003), LRR 12,614 (November 20, 2007), LRR 12,786
22 (November 18, 2008), and LRR 13,058 (November 17, 2009); and,

23 **WHEREAS**, this Agreement has been periodically renewed and it is now necessary to have a formal
24 resolution for renewal; and,

25 **WHEREAS**, after negotiations it is agreed that in exchange for this services and to assure that there
26 are no additional costs to the LRAA, Grant County will pay a monthly subsidy in 2017 that shall be at least
27 Ninety-Five Thousand, Two Hundred Fifty-Four Thousand Dollars (\$95,254.00), and shall pay a similar
28 negotiated amount, to be determined based upon run volume and other factors, in 2018; and,

29 **WHEREAS**, the LRAA Board of Directors believes that it is the best interests of MEMS and of
30 emergency medical health care in the Central Arkansas area to continue this Interlocal Agreement, and to
31 the extent necessary, to ratify all prior actions between MEMS and Grant County that have been carried
32 out pursuant to the spirit of the previous Interlocal Agreements but before the adoption of this formal
33 resolution;

1 **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY**
2 **OF LITTLE ROCK, ARKANSAS:**

3 **Section 1.** The Board hereby authorizes the Mayor to enter into a two-year Interlocal Agreement with
4 Grant County, Arkansas, to grant MEMS an exclusive franchise to provide Emergency and Non-Emergency
5 Ambulance Services to Grant County starting on January 1, 2017, and to ratify and all actions by MEMS
6 and Grant County that have taken place prior to the effective date of this resolution.

7 **Section 2.** Grant County shall pay a 2017 subsidy to MEMS in the approximate amount of Ninety-
8 Five Thousand, Two Hundred Fifty-Four Thousand Dollars (\$95,254.00), and shall negotiate an acceptable
9 and similar amount based upon appropriate factors as a subsidy for 2018; further, these payments shall be
10 in according with Section 1 of the attached Exhibit A.

11 **Section 3.** The City endorses and agrees to all other conditions set forth in attached Exhibit A to this
12 resolution.

13 **Section 4.** For purposes of this Resolution and the attached agreement, the term “ambulance services”
14 shall include the transportation and care provided the critical ill or injured prior to arrival at a medical
15 facility and within a medical facility subject to the individual approval of the medical staff and governing
16 board of the facility, and further the transport to or from medical facilities including but not limited to
17 hospitals, nursing homes, physician’s offices, hospice facilities, and other health care facilities, of persons
18 who are inform or injured and who are transported in a reclining position or who are ill but considered to
19 be non-emergency in status and who request ambulance transportation.

20 **Section 5. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or
21 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or
22 adjudication shall not affect the remaining portions of the resolution which shall remain in full force and
23 effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the
24 resolution.

25 **Section 6. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent with
26 the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

27 **ADOPTED: January 17, 2017**

28 **ATTEST:**

APPROVED:

29
30 _____
31 **Susan Langley, City Clerk**

Mark Stodola, Mayor

32 **APPROVED AS TO LEGAL FORM:**

33
34 _____
35 **Thomas M. Carpenter, City Attorney**

1 **EXHIBIT A**

2
3 **METROPOLITAN EMERGENCY MEDICAL SERVICE - GRANT**
4 **COUNTY INTERLOCAL AGREEMENT**

5 This Agreement is made and entered into as of the 1st day January, 2017, by and between the City of
6 Little Rock, Arkansas (“Little Rock”), a City of the first class, and Grant County, a County of the State of
7 Arkansas

8 **WHEREAS**, in 1984 Little Rock established the Little Rock Ambulance Authority (“the Authority”)
9 pursuant to Little Rock City Ordinances Nos. 14,511 and 14,574, and granted the Authority an exclusive
10 franchise to establish and operate an advanced paramedic level life support ambulance system within the
11 City of Little Rock; and

12 **WHEREAS**, the Authority has established the Metropolitan Emergency Medical Services System
13 (“MEMS”) to provide all ambulance service to the City of Little Rock; and

14 **WHEREAS**, Grant County issued a competitive bid for ambulance service and MEMS was
15 subsequently awarded a two year franchise beginning January 1, 2017; and

16 **WHEREAS**, Little Rock has agreed that it is in the best interests of Little Rock and the Authority to
17 contract with Grant County to extend the operation of MEMS under an exclusive franchise arrangement to
18 the residents of Grant County; and

19 **WHEREAS**, Little Rock is authorized pursuant to Ark. Code. Ann. § 25-20-102 (West 2010) to enter
20 into Interlocal Cooperation Agreements; and

21 **WHEREAS**, Grant County is further authorized pursuant to Ark. Code Ann. § 14-14-910 (West 2004)
22 to enter into Interlocal Agreements; and

23 **WHEREAS**, the Board of Directors of Little Rock and the Quorum Court of Grant County by
24 ordinance, resolution, or competitive bid have authorized the Mayor of Little Rock and the County Judge
25 of Grant County to enter into this Agreement.

26 **NOW, THEREFORE**, in consideration of the mutual covenants and agreements of Grant County and
27 Little Rock and on the terms and conditions set out herein, it is agreed as follows:

28 1. **TERM AND SUBSIDY**. The term of this Agreement shall extend from January 1, 2017 through
29 December 31, 2019. Either party may terminate the agreement at the end of the term by giving 30 days
30 prior written notice. Grant County shall pay a monthly subsidy to MEMS to defray the cost of ambulance
31 service to the County, at the annual rate of ninety-five two hundred fifty-four dollars (\$95,254) in 2017.
32 Grant County shall pay a subsidy to MEMS in 2018 in an amount to be determined.

1 2. **JOINT COMMISSION BOARD.** Little Rock and Grant County agree that the Grant County
2 Judge shall appoint one (1) person as a representative of Grant County to serve with members from other
3 governmental entities on the existing Joint Emergency Medical Services Commission (the “JEMSC”).

4 3. **POWERS OF THE COMMISSION.** The Commission shall be authorized to oversee the
5 operations of MEMS to ensure that service is provided in accordance with the terms of the bid
6 specifications, this Agreement, applicable ordinances of Grant County and Little Rock Ordinances Nos.
7 14,511, 14,574, and 17,255 and amendments thereto. The Commission shall have the authority to execute
8 such contracts and agreements as are necessary to implement the terms of this Agreement; provided,
9 however, the Commission is not authorized to commit or expend funds of Little Rock or Grant County
10 without first obtaining the approval of the respective City Board of Directors or Quorum Court.

11 4. **EXCLUSIVE FRANCHISE.** Grant County has granted via competitive bid to the Authority d/b/a
12 MEMS an exclusive franchise to provide emergency medical services to the citizens of Grant County as
13 now existing or as modified during the term of this Agreement. The guidelines and requirements for such
14 ambulance service to be provided by the Authority to Grant County shall be the same as outlined in Little
15 Rock City Ordinances Nos. 14,511, 14,574, 17,255, and such further amendments or changes to those
16 Ordinances as may be made by Little Rock during the term of this Agreement, subject only to the
17 restrictions as provided in this Agreement, and the Municipal Ambulance Licensing Act, codified at Ark.
18 Code. Ann. §§ 14-266-101 – 110 (West 2004).

19 5. **NON-EMERGENCY MEDICAL SERVICES.** The Authority shall provide non-emergency
20 ambulance services to the citizens of Grant County when requested to do so.

21 6. **NONDISCRIMINATION.** Little Rock agrees that so long as Grant County is in compliance with
22 the provisions of this Agreement, Little Rock shall not make changes to Little Rock City Ordinances Nos.
23 14,511, 14,574, and 17,255 or other changes with regard to operations of the Authority, which would cause
24 the benefits and privileges provided by MEMS to the citizens of Grant County to be less than the benefits
25 and privileges provided by MEMS to the citizens of Little Rock, except to the extent outlined in this
26 Agreement. Little Rock also agrees that it will oversee and supervise the governance and operations of the
27 Authority to ensure that benefits and privileges of MEMS are provided and available to all the citizens of
28 Little Rock and Grant County on a nondiscriminatory basis.

29 7. **PURPOSE.** The purpose of this Agreement is to establish and provide for the citizens of Grant
30 County a regulated advanced life support ambulance service system that can provide each ambulance
31 patient in Grant County with the best possible chance of survival without disability or preventable
32 complication.

1 8. **OPERATIONS IN GRANT COUNTY.** The Authority shall provide service to the citizens of
2 Grant County as outlined their response to the bid and as found in Little Rock City Ordinance Nos. 14,511,
3 14574, and 17,255, as amended, except as subsequently provided:

4 (a) From the effective date of this Agreement the authority shall provide a sixteen minute 59 second
5 response time to at least 80% of all code one (life threatening) emergencies within Grant County and a 20
6 minute 59 second response time on 80% of all code two (non life threatening) emergencies within Grant
7 County.

8 (b) The Authority and Grant County shall cooperate to provide sufficient personnel, equipment and
9 resource management expertise to meet these response time standards and to determine the appropriate
10 stationing of such personnel and equipment within Grant County.

11 9. **MEDICAL CONTROL.** Grant County agrees that the Arkansas Emergency Physicians
12 Foundation (“AEPF”), a private, non-profit corporation which provides medical control for the Authority,
13 will continue to provide medical control within Grant County. Grant County shall provide such support to
14 AEPF as is necessary to enable AEPF to perform its duties under this Agreement. Grant County may
15 contract with AEPF, or some other like entity, to provide the terms, conditions, and duties of AEPF with
16 regard to operations in Grant County, provided such agreement is not inconsistent with the terms of the
17 Agreement between Little Rock and AEPF.

18 10. **RATES.** The Authority shall charge for its services within Grant County the same rates as are
19 charged for comparable services within the City limits of Little Rock, to include subsequent rate changes.

20 11. **SUBSCRIPTION MEMBERSHIPS.** The Authority shall make available to all of the citizens
21 Grant County its MEMS* Alert subscription membership on the same terms and conditions as are made
22 available to the residents of Little Rock.

23 12. **FURTHER COOPERATION.** The Authority, Little Rock and Grant County agree to cooperate
24 among themselves to carry out all actions reasonably necessary to implement this Agreement.

25 13. **SEVERABILITY.** The provisions of this Agreement are declared to be severable. If any
26 provision hereof shall be held to be invalid or to be inapplicable to any person or circumstance, such holding
27 shall not affect the validity of applicability of the remainder hereof.

28 14. **APPROVALS.** This Agreement shall not be effective until such time as it has received all
29 approvals as required by Ark. Code Ann. § 25-20-102.

30 EXECUTED this _____ day of September, 2016.

31 ATTEST:

CITY OF LITTLE ROCK

32
33 _____
34 Susan Langley, City Clerk

32
33 _____
34 Mark Stodola, Mayor

1 **ATTEST:**

GRANT COUNTY, ARKANSAS

2

3

4 _____
4 **Carol Ewing, County Clerk**

_____ **Denice Nall, County Judge**

5

6 This Agreement is acknowledged the _____ day of September, 2016.

7

8 **LITTLE ROCK AMBULANCE AUTHORITY d/b/a METROPOLITAN EMERGENCY**
9 **MEDICAL SERVICES (MEMS)**

10

11 **By:** _____
12 **Scott Gordon, Chairman**

13 //

14 //

15 //

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //

36 //

37 //

38 //