1	RESOLUTION NO		
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3	A RESOLUTION TO AUTHORIZE A FIVE (5)-YEAR EXTENSION OF		
4	THE INTERLOCAL AGREEMENT FOR AMBULANCE SERVICES		
5	BETWEEN THE CITY OF LITTLE ROCK, ARKANSAS, AND PULASKI		
6	COUNTY, ARKANSAS, GRANTING THE LITTLE ROCK AMBULANCE		
7	AUTHORITY, D/B/A METROPOLITAN EMERGENCY MEDICAL		
8	SERVICES, AN EXCLUSIVE FRANCHISE TO CONTINUE TO		
9	PROVIDE AMBULANCE SERVICES TO PULASKI COUNTY,		
10	ARKANSAS; AND FOR OTHER PURPOSES.		
11	THE TOTAL OF THE TOTAL OSES.		
12	WHEREAS, the Little Rock Ambulance Authority ("LRAA") d/b/a Metropolitan Emergency		
13	Medical Services ("MEMS"), currently holds an exclusive Franchise to provide all Ambulance Services		
14	(emergency and non-emergency) to Pulaski County, Arkansas, per an Interlocal Agreement between the		
15	City of Little Rock, Arkansas, and Pulaski County, Arkansas; and,		
16	WHEREAS, the existing five (5)-year Interlocal Agreement will expire on or about October 27,		
17	2020, and the City of Little Rock and Pulaski County wish to extend said Interlocal Agreement for five		
18	(5) years through October 27, 2025; and,		
19	WHEREAS, MEMS has represented to this Board that it has the capability and resources to provid		
20	such service without increasing expenses or rates for Little Rock citizens; and,		
21	WHEREAS, this Board believes that it is beneficial to continue to have MEMS provide Ambulance		
22	Services to Pulaski County, and thereby promote the health and welfare of the citizens of Little Rock and		
23	Pulaski County; and,		
24	WHEREAS, the delivery of Ambulance Services (emergency and non-emergency) to Pulaski County		
25	will enhance MEMS' financial soundness and increase its ability to deliver high-quality emergency		
26	medical services to all citizens.		
27	NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY		
28	OF LITTLE ROCK, ARKANSAS: Section 1. The Board hereby authorizes a five (5) year extension of the Interlocal Agreement		
29 30	Section 1. The Board hereby authorizes a five (5)-year extension of the Interlocal Agreement		
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32	Section 2. Severability. In the event any portion of this resolution is declared or adjudged to be		
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invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this

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1	resolution which shall remain in full force and or	effect as if the portion so declared or adjudged invalid or		
2	unconstitutional was not originally a part of this resolution.			
3	Section 3. Repealer. All ordinances and resolutions, and parts thereof, which are in conflict with any			
4	provision of this resolution are hereby repealed to the extent of such conflict.			
5	ADOPTED: October 6, 2020			
6	ATTEST:	APPROVED:		
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9	Susan Langley, City Clerk	Frank Scott, Jr., Mayor		
10	APPROVED AS TO LEGAL FORM:			
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12 13	Thomas M. Carpenter, City Attorney			
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1	Exhibit A		
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4	METROPOLITAN EMERGENCY MEDICAL SERVICES AND PULASKI		
5	COUNTY EXTENSION OF INTERLOCAL AGREEMENT.		
6			
7	This Agreement is made and entered into as of the day of August, 2020, by and		
8	between the City of Little Rock, Arkansas ("Little Rock"), a City of the First-Class, and Pulaski		
9	County, Arkansas ("Pulaski County"), a County of the State of Arkansas; and,		
10	WHEREAS, Little Rock and Pulaski County entered into an Interlocal Agreement on or about		
11	October 27, 2015, for the purposes of enabling the Little Rock Ambulance Authority, d/b/a		
12	Metropolitan Emergency Medical Services ("MEMS"), to provide emergency and non-emergency		
13	Ambulance Services to Pulaski County; and,		
14	WHEREAS, the existing five (5)-year Interlocal Agreement between Little Rock and Pulaski		
15	County for all Ambulance Services expires on or about October 27, 2020; and,		
16	WHEREAS, the Little Rock Board of Directors and the Pulaski County Quorum Court by		
17	ordinance or resolution have authorized the Mayor of Little Rock and the County Judge of Pulaski		
18	County to enter into this Agreement.		
19	NOW, THEREFORE, in consideration of the mutual covenants and agreements of Pulaski		
20	County and Little Rock and on the terms and conditions set out herein, it is agreed as follows:		
21	1. <u>TERM</u> . The term of this Agreement shall extend from October 28, 2020, for a period of five		
22	(5) years, to October 27, 2025, unless Pulaski County notifies MEMS at least 120 days prior to the		
23	expiration date that Pulaski County intends to advertise for Professional Ambulance Services and		
24	issues a Request for Proposals for such services at least ninety (90) days prior to the expiration of		
25	this Agreement. Further, this Agreement is subject to the continuing rights of Little Rock and		
26	Pulaski County to modify, renew, or extend the term by mutual agreement.		
27	2. EXCLUSIVE FRANCHISE. Pulaski County has authorized, by ordinance or resolution, a		
28	five (5)-year extension of MEMS' exclusive Franchise to provide all Ambulance Service to the		
29	citizens of the unincorporated areas of Pulaski County, as now existing or as modified during the		
30	term of this Agreement.		
31	3. THE ORIGINAL INTERLOCAL AGREEMENT IS ADOPTED AND INCORPORATED		
32	BY REFERENCE TO GOVERN THE EXTENSION. The original Interlocal Agreement, dated		
33	October 27, 2015, is adopted and incorporated by reference herein as Exhibit #1 and sets forth the		
34	additional terms governing this Agreement with the following amendments:		
35	The original text reads:		

2 3 4 5 6 7 8 9	Ordinances Nos. 14,511 and 14,574 except as subsequently provided: a) From the effective date of this Agreement until termination, the Authority shall provide sixteen (16)-minute response times to at least 80% of all Code 1 - life threatening emergencies within the unincorporated areas of Pulaski County. The Authority shall submit to Pulaski County periodic response time reports to reflect that it is in compliance with this requirement. b) All other provisions of Section 7 "Standard of Production and Performance"		
4 5 6 7 8 9	a) From the effective date of this Agreement until termination, the Authority shall provide sixteen (16)-minute response times to at least 80% of all Code 1 - life threatening emergencies within the unincorporated areas of Pulaski County. The Authority shall submit to Pulaski County periodic response time reports to reflect that it is in compliance with this requirement.		
5 6 7 8 9	shall provide sixteen (16)-minute response times to at least 80% of all Code 1 - life threatening emergencies within the unincorporated areas of Pulaski County. The Authority shall submit to Pulaski County periodic response time reports to reflect that it is in compliance with this requirement.		
6 7 8 9	threatening emergencies within the unincorporated areas of Pulaski County. The Authority shall submit to Pulaski County periodic response time reports to reflect that it is in compliance with this requirement.		
7 8 9	Authority shall submit to Pulaski County periodic response time reports to reflect that it is in compliance with this requirement.		
8 9	it is in compliance with this requirement.		
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	b) All other provisions of Section 7 "Standard of Production and Performance"		
10			
	under the above described ordinances shall be implemented by the Authority in		
11	Pulaski County.		
12	c) There shall not be a requirement for a First Responder Program in Pulaski		
13	County.		
14	The amended text shall read:		
15	5. OPERATIONS IN PULASKI COUNTY. The Authority shall provide service to the		
16	citizens of the unincorporated areas of Pulaski County as outlined in Little Rock City		
17	Ordinances Nos. 14,511 and 14,574 except as subsequently provided:		
18	a) From the effective date of this Agreement until termination, the Authority		
19	shall provide sixteen (16)-minute response times to at least 80% of all Code 1 - life		
20	threatening emergencies within the unincorporated areas of Pulaski County. The		
21	Authority shall submit to Pulaski County periodic response time reports to reflect that		
22	it is in compliance with this requirement.		
23	b) In the event of a Declared Emergency, national, state, county, city, or		
24	otherwise, MEMS shall not be obligated to meet the above response times.		
25	Regardless, in such a Declared Emergency, MEMS shall endeavor to meet these		
26	response times.		
27	c) There shall not be a requirement for a First Responder Program in Pulaski		
28	County.		
29	4. APPROVALS. This Agreement shall not be effective until such times as it has received al		
30 a	approvals as required by law.		
31 I	Executed this day of August, 2020.		
32 A	ATTEST: CITY OF LITTLE ROCK, ARKANSAS		
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34 35 36	Susan Langley, City Clerk Frank Scott, Jr., Mayor		

1 2	ATTEST:	PULASKI COUNTY, ARKANSAS
3	Terri Hollingsworth, County Clerk	Barry Hyde, County Judge
56	This agreement acknowledged this	
7	day of, 2020.	
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9	LITTLE ROCK AMBULANCE AU	UTHORITY
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1	Jennifer Pierce, Chair	
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