RESOLUTION NO. _______

A RESOLUTION TO AUTHORIZE RENEWAL OF AN INTERLOCAL AGREEMENT FOR AMBULANCE SERVICE BETWEEN THE CITY OF LITTLE ROCK, ARKANSAS, AND THE CITY OF CONWAY, ARKANSAS, WHICH GRANTS THE LITTLE ROCK AMBULANCE AUTHORITY (“LRAA”) D/B/A METROPOLITAN EMERGENCY MEDICAL SERVICES (“MEMS”) AN EXCLUSIVE FRANCHISE TO PROVIDE AMBULANCE SERVICES TO THE CITY OF CONWAY, ARKANSAS; TO FORMALLY RATIFY ALL ACTIONS TAKEN SINCE THE INTERLOCAL AGREEMENT WAS EXECUTED BY THE CITY OF CONWAY; AND FOR OTHER PURPOSES.

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

WHEREAS, in 2005 the City of Little Rock, Arkansas, and the City of Conway, Arkansas, entered into an Interlocal Agreement as to the provision of Emergency Medical Care Ambulance Services;

WHEREAS, this agreement is subject to renewal so it is now necessary to have a formal resolution for renewal for a period of five (5) years; and,

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

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

Section 1. The Board hereby authorizes the Mayor to enter into a five (5)-year Interlocal Agreement with the City of Conway, Arkansas, to grant MEMS an exclusive franchise to provide Emergency and Non-Emergency Ambulance Services to the City of Conway, Arkansas, and to ratify and all actions by MEMS and the City of Conway, that have taken place prior to the effective date of this resolution.
Section 2. The City endorses and agrees to all other conditions set forth in attached Exhibit A to this resolution.

Section 3. For purposes of this resolution and the attached agreement, the term “ambulance services” shall include the transportation and care provided the critical ill or injured prior to arrival at a medical facility and within a medical facility subject to the individual approval of the medical staff and governing board of the facility, and further the transport to or from medical facilities including but not limited to hospitals, nursing homes, physician’s offices, hospice facilities, and other health care facilities, of persons who are inform 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.

Section 4. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the resolution.

Section 5. Repealer. All laws, ordinances, resolutions, or parts of the same, that are inconsistent with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

ADOPTED: January 17, 2017

ATTEST: APPROVED:

____________________________________  ____________________________________
Susan Langley, City Clerk        Mark Stodola, Mayor

APPROVED AS TO LEGAL FORM:

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Thomas M. Carpenter, City Attorney

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EXHIBIT A

METROPOLITAN EMERGENCY MEDICAL SERVICES

EXTENSION OF INTERLOCAL AGREEMENT

BETWEEN THE CITIES OF LITTLE ROCK AND CONWAY

This Agreement is made and entered into as of the ___ day of November, 2016, by and between the cities of Little Rock, Arkansas (“Little Rock”) and Conway, Arkansas (“Conway”), cities of the first class.

WITNESSETH:

WHEREAS, the existing 5-year interlocal agreement between the two cities for all ambulance services expires ____________, 2014; and

WHEREAS, the governing bodies of Little Rock and Conway have agreed to a five (5) year extension of the agreement from ____________, 2014 to November ___, 2019.

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

1. TERM. The term of this Agreement shall extend from the date signed by the parties for a period of five (5) years, subject to the continuing right of Little Rock and Conway to modify, renew or extend the term by mutual agreement. At the end of the five (5) year period, if the interlocal agreement has not been formally extended by the respective governing bodies, the interlocal agreement shall extend on a month-to-month basis until an appropriate agreement is executed or another provider is selected, whichever occurs first. Either party may terminate the agreement by giving ninety (90) days written notice.

2. EXCLUSIVE FRANCHISE. Conway has authorized by resolution a three (3) year extension of MEMS’ exclusive franchise to provide all ambulance service to the citizens of Conway.

3. CURRENT INTERLOCAL AGREEMENT ADOPTED AND INCORPORATED BY REFERENCE TO GOVERN THE EXTENSION.

The current interlocal agreement, dated February 5, 2005, is adopted and incorporated by reference herein, and sets forth the additional terms governing this agreement.

Executed this ____ day of November, 2016.

ATTEST: CITY OF LITTLE ROCK, ARKANSAS

_____________________________     By: ________________________________
Susan Langley, City Clerk        Mark Stodola, Mayor
This Agreement acknowledged this ____ day of __________, 2016.

LITTLE ROCK AMBULANCE AUTHORITY

By: ________________________________
Scott Gordon, Chairman